

**DMIC INTEGRATED INDUSTRIAL TOWNSHIP GREATER NOIDA LIMITED
NATIONAL COMPETITIVE BIDDING (NCB)**

E-TENDER DOCUMENTS

Construction of Boundary Wall around MMTH Project, Greater Noida.

**(Ref No: DMIC IITGNL/2024-25/283)
October 2024**

DMIC Integrated Industrial Township Greater Noida Limited (DMIC IITGNL)
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DMIC IITGNL

DMIC Integrated Industrial Township Greater Noida Limited

NATIONAL COMPETITIVE BIDDING (NCB)

INVITATION FOR E-BID

E-TENDER DOCUMENTS FOR CONSTRUCTION OF BOUNDARY WALL AROUND MMTH PROJECT, GREATER NOIDA.

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GREATER NOIDA LIMITED**

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BOUNDARY WALL AROUND MMTH PROJECT, GREATER NOIDA.**

Ref No: DMIC IITGNL/2024-25/283

DMIC IITGNL invites “ e-Tender for construction of boundary wall around MMTH project, Greater Noida.”. The e-Tender document shall be available on <https://etender.up.in>, www.iitgnl.com & www.nicdc.in from 01/11/2024. The bids shall be submitted online only on <https://etender.up.nic.in>. NIC/UP Electronics Corporation Ltd registration is compulsory to submit bids. The Pre-Bid meeting will be held on 13/11/2024 at 04:00 PM & last date for bid submission is 30/11/2024.

For any modification & notification please follow the e-portal regularly.

Any queries must be addressed to:

CEO & MD, DMIC Integrated Industrial Township Greater Noida Limited

11th Floor, Tower-1, Plot No-1, Knowledge Park-IV, Greater Noida, G. B. Nagar, Uttar Pradesh- 201308; CIN: U74900UP2014PLC063430.

Phone: +91-120-2336044/5; website: www.iitgnl.com Email: info@iitgnl.com.

Letter of Invitation

Greater Noida

Date:

01.11.2024

1. Introduction

The MMTH in Greater Noida, U.P., is identified as one of the Early Bird (EB) projects in proximity to DNGIR. This initiative includes the proposal for a comprehensive transport hub at Boraki, featuring a state-of-the-art railway terminus, an Interstate Bus Terminus (ISBT), Local Bus Terminus (LBT), and a Mass Rapid Transit System (MRTS) station. The integrated plan incorporates commercial activities, strategically capitalizing on the convergence of various transport modes at this location.

The development of MMTH is entrusted to DMIC Integrated Industrial Township Greater Noida Limited (DMIC IITGNL), a Special Purpose Vehicle (SPV) jointly incorporated by the National Industrial Corridor Development Corporation Limited (NICDC Ltd.) and the Government of Uttar Pradesh (U.P.). The SPV assumes the responsibility for MMTH development on behalf of NICDC Ltd. and the Government of Uttar Pradesh.

2. MMTH Site

The total site area for the project is 145 hectares, and it is divided into two main zones: Zone - I, and Zone - II with an additional Coach Maintenance Yard, which is required to safeguard through boundary wall. The land within MMTH project falls within 6 villages of Dadri Block in Gautam Budh Nagar District. The villages area Kathera, Palla, Pali, Chamrawali, Bodaki, Thapkhedha, & Junpat. Zone - I is designated for the Integrated State Bus Terminal (ISBT)/ Logistics Base Terminal (LBT), Mass Rapid Transit System (MRTS), and Commercial & Retail establishments. Zone II, on the other hand, is allocated for the Railway Station, along with Commercial & Retail facilities. The site strategically positions itself between the Integrated Industrial Township (IIT) spanning about 747.5 hectares and the Multimodal Logistics Hub (MMLH) covering about 446 hectares. Serving as an integrated node between the Western Dedicated Freight Corridor (WDFC) and the Eastern Dedicated Freight Corridor (EDFC), the site is complemented by the presence of the ISBT, LBT, and MRTS. The Boraki Railway Station lies to the west, IITGNL to the south-east, Greater Noida area to the south, NH-9 towards the northwest, and Ansal Hi-tech City and Knowledge Park-I on the western side. Additionally, the New Dadri DFC Station and the Metro Depot Station contribute to the overall connectivity and accessibility of the site.

3. Objectives

The objective of this tender document is to appoint a Contractor to Construct the Boundary Wall under the DMIC MMTH Project, Greater Noida Limited (DMIC IITGNL). Total Length of the Boundary Wall is 6,052 m in which Barbed wire fencing mounted on cast in situ precast post is of 1,189 m; and Precast boundary wall of 4,863m with precast footing, column and panel with provision of barbed wire fencing mounted on top of wall.

4. The Tenderer will be selected who shall quote the least cost as given in BoQ.

5. The Tender Document includes the following documents:

VOLUME I:	Instruction to Bidders
SECTION 1:	Letter of Invitation
SECTION 2:	Instructions to Bidders
SECTION 3:	Tender Forms including Contract Agreement
VOLUME II:	Form of Contract
SECTION 1:	Special Conditions
SECTION 2:	General Conditions of Contract (GCC)
SECTION 3:	Scope of Work and Specifications, Drawings and BoQ

All clarifications/ corrigendum will be published on website www.etender.up.nic.in and will be part of bid document. Such document shall also be available on NICDC website (www.nicdc.in) and DMIC IITGNL website (www.iitgnl.com) for access and download.

Yours sincerely

CEO and Managing Director
(DMIC IITGNL)

E-TENDER DOCUMENTS**PRE-QUALIFICATION BID**

Name of work	:	Construction of Boundary Wall around MMTH Project, Greater Noida.
Estimated Cost	:	Rs. 9.18 Crore (inclusive of all applicable taxes)
Tender Processing Fees	:	Rs. 1.18 Lakh (Rupees One Lakh Eighteen Thousand only) inclusive of GST (online payment on Tender Portal only)
Earnest Money	:	Rs. 18.5 Lakh (online payment on Tender Portal only)
Time of Completion	:	9 Months
Defects liability period	:	2 Years
Validity of Tender	:	90 Days
Date of release of E-Tender	:	01/11/2024
Date & time of Closing of E-tender/Last date/time of receipt of E-tender procurement with scan copy of RTGS for cost of tender and EMD	:	30/11/2024 (5:00 PM)
Date & time of Opening of E-Tender Prequalification Bid	:	To be notified
Date & time of opening of E-Tender Price Bid	:	This information shall be displayed on the website after three working days of opening of prequalification bid
Bank A/C details for (a): For Tender Fee & EMD	:	
Beneficiary Name:	:	DMIC Integrated Industrial Township Greater Noida Limited
A/C No	:	98250200000388
IFSC Code	:	BARB0GAMNOI
Bank Name	:	Bank of Baroda
Branch Name	:	Sector- Gamma-2, Greater Noida

Table of Contents

LETTER OF INVITATION.....	3
A. THE TENDER DOCUMENT.....	9
1. COST OF E-TENDER.....	9
2. CONTENTS OF E-BID DOCUMENT.....	9
3. AMENDMENT OF E-BID DOCUMENT.....	9
B. PREPARATION OF e-bid.....	10
4. LANGUAGE OF E-BID.....	10
5. DOCUMENTS CONSTITUTING THE E-BID.....	10
6. E-BID FORM.....	10
7. E-BID CURRENCIES.....	10
8. DOCUMENTS ESTABLISHING TENDERER'S QUALIFICATION.....	10
9. E-BID SECURITY/EARNEST MONEY DEPOSIT (RTGS)	10
10. PERIOD OF VALIDITY OF E-BID.....	11
11. FORMAT AND SIGNING OF E-BID.....	11
12. SUBMISSION OF E-BID.....	11
13. DEADLINE FOR SUBMISSION OF E-BID.....	12
14. LATE E-BID.....	13
15. WITHDRAWAL AND RESUBMISSION OF E-BID.....	13
C. REQUIREMENT FOR PREQUALIFICATION	14
THE TECHNICAL AND FINANCIAL E-BID SUBMISSION.....	14-16
PRICE BID.....	16
D. E-BID OPENING AND EVALUATION OF E-bid.....	16
16. OPENING OF TECHNICAL E-BID BY THE DEPARTMENT.....	16
17. CLARIFICATIONS OF E-BID.....	17
18. EVALUATION OF TECHNICAL E-BID AND EVALUATION CRITERIA.....	17
19. CONTACTING THE DEPARTMENT.....	17
E. AWARD OF CONTRACT.....	18
20. AWARD CRITERIA.....	18
21. DEPARTMENT'S RIGHT TO ACCEPT ANY E-BID AND TO REJECT ANY OR ALL E-BIDS.....	18
22. NOTIFICATION OF AWARD.....	18
23. SIGNING OF CONTRACT.....	18
24. FOR THE VISITING CONTRACTORS OF THIS TENDER DOCUMENT.....	18
25. MACHINERY, TOOLS AND PLANTS.....	19

APPENDIX.....	(20-33)
1. APPENDIX 1.....	20
2. APPENDIX 2.....	21
3. APPENDIX 3.....	22
4. APPENDIX 4.....	23
5. APPENDIX 5.....	24
6. APPENDIX 6.....	25
7. APPENDIX 7.....	26
8. APPENDIX 8.....	27-28
9. APPENDIX 9.....	29-30
Contract Agreement.....	31-33

VOLUME 1

INSTRUCTIONS TO BIDDERS/TENDERERS (ITB)

(A) THE TENDER DOCUMENT

1. Cost of e-Tender

- 1.1 Tenderer shall bear all costs associated with the preparation and submission of its e-bid and U.P. Electronics Corporation Ltd, Lucknow. DMIC Integrated Industrial Township Greater Noida Ltd. (DMIC IITGNL) hereinafter referred to as the "Department ", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the e-bid process.
- 1.2 This Tender document is available on the web site <http://etender.up.nic.in> and on DMIC IITGNL website www.iitgnl.com at E-link and Corporation's website www.uplc.in to enable the tenderers to view, download the e-bid document and submit e-bids online up to the last date and time mentioned in e-tender notice/e-tender document. The tenderer's shall have to pay e-tender document fee of INR 1,18,000/- (Indian Rupees One Lakh Eighteen Thousand only) inclusive of applicable GST through RTGS only payable in favour of DMIC Integrated Industrial Township Greater Noida Limited, A/C No. 98250200000388, IFSC Code: BARBOGAMNOI, Bank Name: Bank of Baroda, Branch Name: Sector- Gamma-2, Greater Noida. The scanned copy of RTGS with transaction ID certified by the same bank must be enclosed along with the e-bid. This e-bid document fee will be non-refundable. Bid without tender fee in the prescribed form will not be accepted.

2. Contents of e-Bid Document

- 2.1 The scope of work, e-Bid procedure and contract terms and conditions are prescribed in the e- Bid document. The e-Bid document includes:
 - a. Invitation for e-Bid
 - b. Instruction to Tenderers.
 - c. Technical e-Bid.
 - d. Financial e-Bid.
 - e. Conditions of Contract
- 2.2 The tenderer is expected to examine all instructions, forms, terms and specifications in the e-Bid document. Failure to furnish all information required as per the e-Bid document or submission of e-Bid not responsive to the e-Bid document in every respect will be at the tenderer's risk and may result in rejection of the said e-Bid.

3. Amendment of e-Bid Document

- 3.1 At any time prior to the deadline for submission of e-Bid, the Department may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, modify the e-Bid document by amendments. Such amendments shall be uploaded on the e- Procurement website <http://etender.up.nic.in>, DMIC IITGNL web site at E-link and Corporation's website www.uplc.in through corrigendum and shall form an integral part of e-Bid document. The relevant clauses of the e-Bid document shall be treated as amended accordingly.
- 3.2 It shall be the sole responsibility of the prospective tenderers to check the web site <http://etender.up.nic.in> or Corporation's website www.uplc.in from time to time for any amendment in the e-tender document. In case of failure to get the amendments, if any, the Department shall not be responsible for it.
- 3.3 In order to allow prospective e-Tenderers a reasonable time to take the amendment into account in preparing their e-Bids, the Department, at his discretion, may extend the deadline for the submission of e-Bids. Such extensions shall be uploaded on the e-Procurement website <http://etender.up.nic.in> and Corporation's website www.uplc.in

(B) PREPARATION OF e-bid

4. Language of e-Bid

4.1 The e-Bid prepared by the tenderer, as well as all correspondence and documents relating to the e-Bid exchanged by the tenderer and the Department shall be written either in English or Hindi language. The correspondence and documents in Hindi must be accompanied by embedded/separate Hindi font files. Only English numerals shall be used in the e-Bid.

5. Documents Constituting the e-Bid

5.1 The e-Bid prepared by the tenderer shall comprise the following components:

(a) Technical e-Bid - Technical e-Bid will comprise of:

(i) Fee Details – It will consist of the tender processing fee document and prescribed earnest money in prescribed form.

(ii) Qualification Details – includes copies of required documents in PDF format justifying that the tenderer is qualified to perform the contract if his/her bid is accepted, and that the tenderer has financial & technical capability necessary to perform the contract and meets the criteria outlined in the Qualification Requirement and Technical Specification and fulfill all the conditions of the Contract.

(b) Financial e-Bid – Financial e-Bid will comprise of:

(i) Price Schedule/BOQ – includes Price Schedule/BOQ in XLS format to be filled in after downloading from the e-Procurement website for this e-tender.

6. e-Bid Form

6.1 The tenderer shall complete the e-Bid Form and the appropriate Price Schedule/BOQ furnished in the e-Bid document.

7. e-Bid Currencies

Prices shall be quoted in Indian Rupees only.

8. Documents establishing tenderer's Qualification

8.1 The tenderer shall furnish, as part of its technical e-Bid, documents establishing the tenderer's qualification to perform the Contract if its e-Bid is accepted. The documentary evidence should be submitted by the tenderer electronically in the PDF format.

8.2 The documentary evidence of tenderer's qualification to perform the Contract if its e-Bid is accepted shall be as per Qualification Requirements specified in e-tender document.

9. e-Bid Security/Earnest Money Deposit (RTGS)

9.1 The tenderer shall furnish, as part of its e-bid, an e-bid security/EMD of Rs. 18.5 Lakh (Rupees Eighteen Lakh Fifty Thousand only) through RTGS only payable in favour of DMIC Integrated Industrial Township Greater Noida Limited, A/C No. 98250200000388, IFSC Code: BARB0GAMNOI, Bank Name: Bank of Baroda, Branch Name: Sector- Gamma-2, Greater Noida. The scanned copy of RTGS with transaction ID certified by the same bank must be enclosed along with the e-bid. This e- bid document fee will be non-refundable. Bid without tender fee in the prescribe form will not be accepted.

9.2 Any e-Bid not secured in accordance with above shall be treated as non-responsive and rejected by the Department.

9.3 Unsuccessful tenderer's e-Bid EMD will be returned promptly as possible after opening of the Price Bid.

9.4 The successful tenderer's e-Bid EMD will be converted into security upon the tenderer signing the Contract.

- 9.5 The e-Bid security may be forfeited:
- (a) If a tenderer (i) withdraws its e-Bid during the period of e-Bid validity specified by the tenderer on the e-Bid Form; or (ii) does not accept the correction of errors or (iii) modifies its e-Bid price during the period of e-Bid validity specified by the tenderer on the e-Bid form or
 - (b) In case of a successful tenderer, if the tenderer fails: (i) to sign the Contract with the Department.

10. Period of Validity of e-Bid

- 10.1 e-Bid shall remain valid for 90 days after the date of e-Bid opening prescribed by the Department. An e-Bid valid for a shorter period shall be rejected by the Department as non-responsive.
- 10.2 In exceptional circumstances, the Department may solicit the tenderer's consent to an extension of the period of e-Bid validity. The request and the response thereto shall be made in writing. A tenderer may refuse the request without forfeiting its e-Bid security. A tenderer granting the request will not be required nor permitted to modify its e-Bid.

11. Format and signing of e-Bid

- 11.1 The tenderer shall prepare one electronic copy each of the Technical e-Bid and Financial e-Bid separately.
- 11.2 The e-Bid document shall be digitally signed, at the time of uploading, by the tenderer or a person or persons duly authorized to bind the tenderer to the Contract. The later authorization shall be indicated by a scanned copy of written power-of-attorney accompanying the e-Bid. All the pages/ documents of the e-Bid that are to be uploaded shall be digitally signed by the person authorized to sign the e-Bid.

12. Submission of e-Bid

The Bid Submission module of e-Procurement website <http://etender.up.nic.in> enables the tenderers to submit the e-Bid online in response to this e-tender published by the Department. Bid Submission can be done only from the Bid Submission start date and time till the Bid Submission end date and time given in the e-tender. Tenderers should start the Bid Submission process well in advance so that they can submit their e-Bid in time. The tenderers should submit their e-Bid considering the server time displayed in the e-Procurement website. This server time is the time by which the e-Bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the e-tender schedule. Once the e-Bid submission date and time is over, the tenderers cannot submit their e-Bid. For delay in submission of e-Bid due to any reasons, the tenderers shall only be held responsible.

The tenderers have to follow the following instructions for submission of their e-Bid:

- 12.1 For participating in e-Bid through the e-tendering system, it is necessary for the tenderers to be the registered users of the e-Procurement website <http://etender.up.nic.in>. The tenderers must obtain a User Login Id and Password by registering themselves with U.P. Electronics Corporation Limited, Lucknow if they have not done so previously for registration.
- 12.2 In addition to the normal registration, the tenderer has to register with his/her Digital Signature Certificate (DSC) in the e-tendering system and subsequently he/she will be allowed to carry out his/her e-Bid submission activities. Registering the Digital Signature Certificate (DSC) is a one-time activity. Before proceeding to register his/her DSC, the tenderer should first log on to the e-tendering system using the User Login option on the home page with the Login Id and Password with which he/ she has registered.

For successful registration of DSC on e-Procurement website <http://etender.up.nic.in> the tenderer must ensure that he/she should possess Class-2/ Class-3 DSC issued by any certifying authorities approved by Controller of Certifying Authorities, Government of India, as the e-Procurement website <http://etender.up.nic.in> is presently accepting DSCs issued by these authorities only. The tenderer can obtain User Login Id and perform DSC registration exercise above even before e-Bid submission date starts. The Department shall not be held responsible if the tenderer tries to submit his/her e-Bid at the last moment before end date of submission but could not submit due to DSC registration problem.

- 12.3 The tenderer can search for active tenders through "Search Active tenders" link, select a tender in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-Bid Submission menu. After selecting and viewing the tender, for which the tenderer intends to e-Bid, from "My Tenders" folder, the tenderer can place his/her e-Bid by clicking "Pay Offline" option available at the end of the view tender details form. Before this, the tenderer should download the e-tender document and Price Schedule/Bill of Quantity (BOQ) and study them carefully. The tenderer should keep all the documents ready as per the requirements of e- tender document in the PDF format except the Price Schedule/Bill of Quantity (BOQ) which should be in the XLS format (Excel sheet).
- 12.4 After clicking the 'Pay Online' option, the tenderer will be redirected to the Terms and Conditions page. The tenderer should read the Terms & Conditions before proceeding to fill in the Tender Fee and EMD Online payment details. After entering and saving the Tender Fee and EMD details, the tenderer should click "Encrypt & Upload" option given in the offline payment details form, so that "Bid Document Preparation and Submission" window appears to upload the documents as per Technical (Fee details, Qualification details, e-Bid Form and Technical Specification details) and financial (e-Bid Form and Price Schedule/BOQ) schedules/packets given in the tender details. The details of the Demand Draft or any other accepted instrument which is to be physically sent in original before opening of technical e-Bid, should tally with the details available in the scanned copy and the data entered e-Bid submission time otherwise the e-Bid submitted will not be accepted.
- 12.5 Next the tenderer should upload the technical e-Bid documents for Fee details (e-tender fee and EMD), Qualification details. Before uploading, the tenderer has to select the relevant Digital Signature Certificate. He may be prompted to enter the Digital Signature Certificate password, if necessary. For uploading, the tenderer should click "Browse" button against each document label in Technical and Financial schedules/packets and then upload the relevant PDF/XLS files already prepared and stored in the tenderer's computer. The required documents for each document label of Technical (Fee details, Qualification details, e-Bid Form and Technical Specification details) and financial (e-Bid Form and Price Schedule/BOQ) schedules/packets can be clubbed together to make single different files for each label.
- 12.6 The tenderer should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the e-Bid documents are digitally signed using the DSC of the tenderer and then the documents are encrypted/locked electronically with the DSC's of the bid openers to ensure that the e-Bid documents are protected, stored and opened by concerned bid openers only.
- 12.7 After successful submission of e-Bid document, a page giving the summary of e-Bid submission will be displayed confirming end of e-Bid submission process. The tenderer can take a printout of the bid summary using the "Print" option available in the window as an acknowledgement for future reference.
- 12.8 Department reserves the right to cancel any or all e-Bids without assigning any reason.

13. Deadline for Submission of e-Bid

- 13.1 e-Bid (Technical and Financial) must be submitted by the tenderers at e-Procurement website <http://etender.up.nic.in> not later than the time xx:xx PM on the prescribed date (as the server time displayed in the e-Procurement website).
- 13.2 The Department may, at its discretion, extend this deadline for submission of e-Bid by amending the e-Bid document, in which case all rights and obligations of the Department and tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

14. Late e-Bid

- 14.1 The server time indicated in the Bid Management window on the e-Procurement website <http://etender.up.nic.in> will be the time by which the e-Bid submission activity will be allowed till the permissible date and time scheduled in the e-tender. Once the e-Bid submission date and time is over, the tenderer cannot submit his/her e-Bid. Tenderer has to start the Bid Submission well in advance so that the submission process passes off smoothly. The tenderer will only be held responsible if his/her e-Bid is not

submitted in time due to any of his/her problems/faults, for whatsoever reason, during e-Bid submission process.

15. Withdrawal and Resubmission of e-Bid

- 15.1 At any point of time, a tenderer can withdraw his/her e-Bid submitted online before the bid submission end date and time. For withdrawing, the tenderer should first log in using his/ her Login Id and Password and subsequently by his/her Digital Signature Certificate on the e- Procurement website <http://etender.up.nic.in> The tenderer should then select "My Bids" option in the Bid Submission menu. The page listing all the bids submitted by the tenderer will be displayed. Click "View" to see the details of the e-Bid to be withdrawn. After selecting the "Bid Withdrawal" option, the tenderer has to click "Yes" to the message "Do you want to withdraw this bid?" displayed in the Bid Information window for the selected bid. The tenderer also has to enter the bid Withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The tenderer has to confirm again by pressing "Ok" button before finally withdrawing his/her selected e-Bid.
- 15.2 No e-Bid may be withdrawn in the interval between the deadline for submission of e-Bids and the expiration of period of e-Bid validity. Withdrawal of an e-Bid during this interval may result in the tenderer's forfeiture of his/her e-Bid security.
- 15.3 The tenderer can re-submit his/her e-Bid as and when required till the e-Bid submission end date and time. The e-Bid submitted earlier will be replaced by the new one. The payment made by the tenderer earlier will be used for revised e-Bid and the new e-Bid submission summary generated after the successful submission of the revised e-Bid will be considered for evaluation purposes. For resubmission, the tenderer should first log in using his/her Login Id and Password and subsequently by his/her Digital Signature Certificate on the e-Procurement website <http://etender.up.nic.in>. The tenderer should then select "My Bids" option in the Bid Submission menu. The page listing all the bids submitted by the tenderer will be displayed. Click "View" to see the details of the e-Bid to be resubmitted. After selecting the "Bid Resubmission" option, click "Encrypt & Upload" to upload the revised e-Bid documents.
- 15.4 The tenderers can submit their revised e-Bids as many times as possible by uploading their e-Bid documents within the scheduled date & time for submission of e-Bids.
- 15.5 No e-Bid can be resubmitted subsequently after the deadline for submission of e-Bids.

(C) REQUIREMENT FOR PREQUALIFICATION

The Technical and Financial E-Bid Submission

S. No	Type	Eligibility Criterion	Documentary Evidence
1	Bidder Profile	The Bidder shall be incorporated/registered entity or may be a proprietor firm and should be in operations for a period of at least five (5) years as on published date of tender document.	<ul style="list-style-type: none"> • Copy of Certificate of Incorporation/ under Companies Act 1956/2013 Partnership Act 1932 or copy of registration under the Limited Liability partnership Act 2008, as the case may be. • Memorandum and Articles of Association • GST Registration Certificate • PAN Card • EPF and ESI Registration certificate • Board resolution/ Authorization letter in name of Authorized Signatory to sign the tender Documents. • Address proof and Identity proof of Authorized Signatory
2	Bidder Standing	The tenderer and its Sub-Contractors should not be blacklisted /debarred /banned /suspended by any Central or State Department including Centre or State Public Sector Undertakings (PSUs) from participating in any tender as on date of issuance of the tender.	<ul style="list-style-type: none"> • Format of Affidavit certifying that tenderer is not Blacklisted as per (Appendix-1);
4	Tender Processing Fee	Rs. 1.18 Lakh (including GST @18%)	<ul style="list-style-type: none"> • Scanned copy of payment made through online mode (NEFT/RTGS) towards tender processing fee. • Detail: Amount, name of bank, date of issue, validity.
5	Turnover	The tenderer shall have minimum average annual turnover of INR 20 Crores over the last three (3) Financial Years (FY 2021-22, 2022-23 and 2023-24) taken from Audited financial statements	<ul style="list-style-type: none"> • Audited financial statements for last three Financial Years, OR • Statutory auditor's certificate / Chartered Accountant certificate clearly specifying the annual turnover for the specified years along with affidavit as per Appendix 7 along with UDIN. • Income tax returns for the three financial years.
6	Liquid assets or Solvency certificate	They shall have Liquid assets or Solvency certificate for an amount of 1.20 Crore (Solvency issued by Nationalized Scheduled Bank) and should not be older then six months (Appendix-3)	<ul style="list-style-type: none"> • The liquid assets or Solvency certificate (Solvency issued by Nationalized Scheduled Bank)) submitted by the tenderers must clearly state the amount of liquid assets. The certificate should not be older then six months. Any word other then liquid assets or Solvency certificate has no relevance and shall not be considered.

S. No	Type	Eligibility Criterion	Documentary Evidence
7	Execution of Similar Works*	The tenderer should have experience of execution of similar works as specified in Table A below.	<ul style="list-style-type: none"> Attested copy of experience certificate. (Appendix 2)
8	Technical supervisory staff	a) Graduate Engineer having 8 years of Experience – 2 Nos b) Diploma Engineer having 5 years of Experience – 3 Nos	<ul style="list-style-type: none"> The declaration for the technical staff by the Contractor will be given in the form attached as (Appendix- 4) (in the presence of Notary Public with details of the required staff).
9	List of tools and plants	As per clause / Item 4	<ul style="list-style-type: none"> Affidavit declaring the availability of tools and plants as per (Appendix 5)
10	Conflict of Interest	There should be no relative of the tenderer working with the tendering authority as on date of submission of tender.	<ul style="list-style-type: none"> Affidavit for Relatives not working in DMIC Integrated Industrial Township Greater Noida Limited on Rs. 100/- (Appendix 6)

Note:

- In case of any change in Cash assets. Technical staff, Tools & Plants or change in partners, or constitution of a Company, address of communication or telephone nos. etc. after submission of documents the same shall be intimated to the Director/ Manager DMIC IITGNL timely.
- If comes to the notice of the tender accepting authority at any point of time, during the tendering or execution stage of the work that the tenderer has been blacklisted by any Govt. organization, then all the payments due to him shall be forfeited and firm will be blacklisted.
- The decision regarding pre-qualifying the Tenderers will rest with the competent Authority of DMIC IITGNL whose decision shall be final and binding to all the tenderers.

Table A

EXECUTION OF SIMILAR WORKS:

- a) Experience of having successfully completed works during the last 7 years ending last day of the month previous to the one in which applications are invited with Govt./Semi Govt./PSU only:
- b) Three similar completed works costing not less than the amount equal to 40% of the estimated cost put to tender.

or
- c) Two similar completed works costing not less than the amount equal to 60% of the estimated cost put to tender.

or
- d) One similar completed work of aggregate cost not less than the amount equal to 80% of the Estimated Project cost put to tender.

Similar Works

The similar work means Precast Boundary Wall or Boundary Wall or Boundary Wall and Building Works.

Govt. sector means Central/State Govt. /Union territory/Semi-Govt./Public Sector Undertaking.

Evidence of satisfactory execution of works that have been executed by the Tenderers during the last seven financial years in Govt. sectors have to be produced in (Appendix-2) enclosed.

The said certificate of experience from the Engineer-in-Charge of the work not below the rank of the Executive Engineer or equivalent rank officers only shall be considered acceptable in Govt./Semi Govt. organizations.

2. Price Bid

Price bid duly filled in all respects in e-tender.

Note: Tenderer or Authorized person should sign each page of all documents at the time of tender Up-loading.

(D) E-BID OPENING AND EVALUATION OF E-BID

16. Opening of Technical e-Bid by the Department

- i) The Department will open all technical e-Bids, in the presence of tenderers' representatives who choose to attend at 04.00 PM on the prescribed date of opening at DMIC System cell office, DMIC IITGNL, 11th Floor, Tower-1, Greater Noida Industrial Development Authority, Plot No.-1 Sector K.P.-IV, Greater Noida, Uttar Pradesh – 201308 or through Video conferencing. The tenderer's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of e-Bid opening being declared a holiday for the Department, the e-Bids shall be opened at the appointed time and place on the next working day. The tenderer who is participating in e-bid should ensure that the Tender Fee and EMD must be submitted online payment on Tender Portal only within the duration (strictly within opening & closing date and time of individual e-bid) of the work as mentioned in tender notice, otherwise, in any case, bid shall be rejected.
 - (ii) The tenderer's names and the presence or absence of requisite e-Bid security and such other details as the Department at its discretion may consider appropriate, will be announced at the opening. The name of such tenderers not meeting the Technical Specifications and qualification requirement shall be notified subsequently.
 - (iii) The Department will prepare minutes of the e-Bid opening.
- (II) Opening of Financial e-Bid
- (i) After evaluation of technical e-Bid, through the evaluation committee the Department shall notify those tenderers whose technical e-Bids were considered non-responsive to the Conditions of the Contract and not

meeting the technical specifications and Qualification Requirements indicating that their financial e-Bids will not be opened. The Department will simultaneously notify the tenderers, whose technical e-Bids were considered acceptable to the Department. The notification may be sent by e-mail provided by tenderer.

- (ii) The financial e-Bids of technically qualified tenderers shall be opened in the presence of tenderers who choose to attend, and date for opening of financial bids will be communicated to the Technically Qualified Tenderers subsequently after completion of technical bids evaluation through e-mail provided by the tenderer. The name of tenderers, percentage Price quoted for various items etc will be announced at the meeting.
- (iii) The Department will prepare the minutes of the e-Bid opening.

17. Clarification of e-Bid

- 17.1 During evaluation of e-Bid, the Department may, at its discretion, ask the tenderer for a clarification of his/her e-Bid. The request for clarification and the response shall be in writing.

18. Evaluation of technical e-Bid and Evaluation Criteria

- 18.1 The Department will examine the e-Bid to determine whether they are complete, whether they meet all the conditions of the Contract, whether required e-tender fee, e-Bid security and other required documents have been furnished, whether the documents have been properly digitally signed, and whether the e-Bids are generally in order. Any e-Bid or e-Bids not fulfilling these requirements shall be rejected.
- 18.2 The tenderer should submit a notarized affidavit that the tenderer's firm has not been blacklisted from any State/Central Government Departments/ Organisations. The e-Bids of the black-listed tenderers or those not submitting the required affidavit shall be rejected.
- 18.3 All e-Bids submitted shall also include the following:
 - (i) Filled in form Capability Statement.
 - (ii) Certified Copies of relevant pages of following documents:
 - a) Memorandum and Article of Association showing objectives of the company/ firm and authority to sign the e- Bid/contract or delegate the power to others for signing the e-Bid/contract.
 - b) Place of registration.
 - c) The power-of-attorney authorizing the tenderer to sign the e- Bid/contract.
 - d) PAN certificate of the company/firm.
 - e) G.S.T. registration certificate of the company/firm.The e-Bids of the tenderers not submitting certified copies mentioned above documents shall be rejected.

- 18.3 It shall be the discretion of the Department to decide as to whether an e-Bid fulfils the evaluation criterion mentioned in this e-tender or not.

- 18.4 The tenderers are advised not to mix financial bid documents with the PDF documents submitted for technical bid. The e-Bids of the tenderers having financial bid document in the technical bid will outrightly be rejected.

19. Contacting the Department

- 19.1 No tenderer shall contact the Department on any matter relating to his/her e-Bid, from the time of the e-Bid opening to the time the Contract is awarded. If the tenderer wishes to bring additional information to the notice of the Department, he/she can do so in writing.
- 19.2 Any effort by a tenderer to influence the Department in its decisions on e-Bid evaluation, e-Bid comparison or contract award may result in rejection of the tenderer's e-Bid.

19.3 In the event of any information furnished by the agency is found false or fabricated the minimum punishment shall be debarred/blacklisting from DMIC IITGNL works and the legal proceeding can also be initiated.

(E) AWARD OF CONTRACT

20. Award Criteria

20.1 The Department will award the contract to the lowest evaluated successful Tenderer whose bid has been determined to be responsive to all the conditions of the contract and meeting the technical specification and qualification requirement of the Bidding Document.

21. Department's right to accept any e-Bid and to reject any or all e-Bids

21.1 The Department reserves the right to accept or reject any e-Bid, and to annul the e-Bid process and reject all e-Bids at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers.

22. Notification of Award

22.1 Prior to the expiration of the period of e-Bid validity, the Department will notify the successful tenderer in writing by letter/e-mail/fax, that its e-Bid has been accepted.

22.2 The notification of award will constitute the formation of the Contract.

23. Signing of Contract

23.1 At the same time as the Department notifies the successful tenderer that its e-Bid has been accepted, the successful tenderer shall have to sign the contract agreement.

24. For the visiting contractors of this tender document: -

a. The contractors/firm/tenderers who are interested to participate in tender are requested to get them registered and get their signature digitalized with UP Electronics Corporation, 10, Ashok Marg, Lucknow by depositing prescribed fee. However, they shall be required to get their application forwarded from Manger (DMIC IITGNL), Greater Noida whose office is situated at DMIC IITGNL, 11th Floor, Tower-1, Greater Noida Industrial Development Authority, Plot No.-1 Sector K.P.-IV, Greater Noida, Uttar Pradesh – 201308. The agencies/contractors registered shall be allowed to participate only in e-tenders floated after their registration.

b. The other important information is being mentioned below at a glance for the e-tenderers:

- (i) Date of release of E- tender :
- (ii) Date of opening tender : xx.xx.2024(At 11.00 A.M.)
- (iii) Tender Processing Fee : Rs. 1.18 Lakh (Inclusive of G.S.T)
- (iv) Earnest money : Rs. 18.5 Lakh
- (v) Validity period : 90 days.
- (vi) Time of completion of work : 9 Months
- (vii) The tender is based on item rate.

3. MACHINERY, TOOLS AND PLANTS:

3.1 The Tenderers must have sufficient machinery, tools & plants that are necessary for carrying out this work.

3.2 The minimum requirements of machinery tools & plants for this work are:

- | | | | |
|-----|---------------------------------|---|--------|
| 1. | Water tanker | : | 4 Nos. |
| 2. | Concrete Mixture with Hopper | : | 4 Nos |
| 3. | Water tanker | : | 4 Nos. |
| 4. | Theodolite | : | 1 No. |
| 5. | Levelling instrument with staff | : | 2 Nos. |
| 6. | Tractor with trolley | : | 2 No. |
| 7. | Pumping set | : | 4 No. |
| 8. | Dozer/JCB | : | 2 No |
| 9. | Generator Set | : | 1 Nos. |
| 10. | Vibrator (Needle/Surface type) | : | 2 Nos. |
| 11. | Hydra (6-10T) | : | 1 No. |

3.3 Proof of possession and use of required machinery, Tools & Plants will be given by the tenderers by way of declaration in shape of an affidavit on Rs. 100/- non-judicial stamp paper duly verified by the notary public in Performa as per (Appendix 5).

APPENDIX 1: FORMAT FOR AFFIDAVIT CERTIFYING THAT TENDERER (AND ITS CONTRACTOR/ SUBCONTRACTOR) ARE NOT BLACKLISTED

(To be executed on a Stamp Paper of Rs. 100/- value and duly notarized)

I M/s., (the name of the Tenderer/Contractor/Sub-Contractor and addresses of the registered office) hereby certify and confirm that we are not barred, or debarred or banned or suspended or blacklisted by any Central / State Government Department or Central / State PSUs from participating in any project or being awarded any contract, as on date of issuance of the tender document.

We undertake that we have disclosed to the Client as part of our Bid Submission all information and documentation associated with any Blacklisting/Barred/Debarred/Suspension/Banning proceedings against our Firm and resolution of any such proceedings.

We further confirm that we are aware our Proposal for the Construction of Boundary Wall around MMTH Project, Greater Noida would be liable for rejection in case any material misrepresentation or non-disclosure is made or discovered with regard to the requirements of this Tender Document at any stage of selection and/or thereafter during the term of the Contract.

Dated this Day of 202....

NAME OF THE TENDERER /CONTRACTOR/SUB-CONTRACTOR

..... SIGNATURE OF THE AUTHORISED PERSON

.....NAME OF THE AUTHORISED PERSON

APPENDIX 2: FORMAT FOR EXECUTION OF SIMILAR WORKS

The following works awarded to M/s..... have been executed satisfactory.

S. No.	Name of Work	Total Value of work done Rs. In Lacs	Date of Start	Stipulated date of completion	Actual date of completion	Whether any compensation levied for delay
1.						
2.						
3.						
4.						
5.						

The performance of the firm has been found to be good and they are considered capable of executing the works of magnitude upto Rs.Crore.

The financial position of the firm appears to be sound, and they are capable of executing works in accordance with the specifications and within specified time schedule.

The dealings of the firm have been observed to be cordial reasonable and they are not litigious.

**Dated SIGNATURE OF
Officer-in-Charge of the work
Name of Officer
Official Seal**

**Telephone No. (Off)
(Res)
Fax No. (Off.)
(Res)**

If any tenderer submits the experience certificate of ongoing work, then amount of work done against the agreement is to be mentioned clearly in the certificate.

APPENDIX 3: FORMAT FOR SOLVENCY CERTIFICATE

This is to certify that dealings of M/s..... Who have been dealing with us for lastyears are satisfactory. On the basis of information available with us we assess their Liquid Assets not less than Rs.Crores.

SIGNATURE OF MANAGER OF THE BANK

Seal of the Bank

Date

APPENDIX 4: FORMAT FOR SUPERVISORY STAFF

I/we.....S/o..... Partners/Authorized person
M/s..... applicant of for pre-qualification hereby declare that following person(s)
is in my/our regular employment on the post and from the dates mentioned against them.

S. No.	Name and address	Technical Qualification	Post held regular	Date of Employment	Details of Experience
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

I/We understand that well experienced adequate Graduate and Diploma Holder/Civil/Electrical Engineering as directed by E/I will have to be deployed by us on the work throughout, in case we are entrusted with the execution of the work in question.

I/we further understand that in the event of non-presence of such Engineers, the DMIC IITGNL shall deduct @ Rs. 10,000 (Rupees Ten thousand) for Degree Holder or Rs. 6,000 (Rupees Six thousand) for Diploma Holder as the case may be, per month from our bills, which will not be refundable.

I/We further understand that the decision of Manager-in-charge of the work regards to presence and/or absence of our Engineer from the work shall be final and binding upon us.

SIGNATURE OF APPLICANT

SEAL

(NOTARY PUBLIC)

On stamp page (minimum denomination 10.00)

APPENDIX 5: FORMAT FOR TOOLS AND PLANTS

I/we S/o Shri
applicant of or Partner(s)/Authorised person(s) of
M/s.....

Applicant for pre-qualification for the above noted work in DMIC IITGNL hereby certify that I/we possess the following machinery, tools and plants, centring and shuttering, all in good working conditions.

Particulars of Machinery Tools, Plants Centring and Shuttering	No.	Estimated Cost (Rs.)	Approximate age in years and months

I/we undertake that above machineries and centring & shuttering material will remain in good working condition and in useable form throughout the currency of work.

I/we further undertake, that if, there is any reduction in the equipment, below the limit required for pre-qualification, I/we will inform Manager, DMIC IIGNL to whom application for pre-qualification is being made, within 3 days of its occurrence and arrange to make it up within another one week, failing which, the DMIC IITGNL will be free to impose any penalty that it may deem fit, which will be final and binding upon me/us.

APPLICANT

SEAL
(NOTARY PUBLIC)
On stamp page (minimum denomination 100.00)

APPENDIX 6: Affidavit FORMAT FOR PERSON EMPLOYED

I, [Name], aged [Age], son/daughter of [Parent's Name], resident of [Address], with Aadhar No. [Aadhar Number] and PAN No. [PAN Number], am the proprietor/partner/director of [Name of Firm].

I hereby solemnly affirm and state under oath that I have no close relative or blood relation, as defined under Section 8 of the Hindu Succession Act Class-II, which includes the employee/officer themselves, or their grandparents, spouse, parents, siblings, children-in-law, or the siblings of their spouse, employed in any capacity (permanent/temporary/daily wages) at DMIC Integrated Industrial Township Greater Noida Limited.

This statement is made to the best of my personal knowledge. If, after submitting this affidavit, it is discovered that any information provided herein is false or incorrect, and any person listed above is found to be employed by DMIC Integrated Industrial Township Greater Noida Limited, my firm's awarded work may be cancelled. Furthermore, the department has the authority to blacklist my firm and take appropriate action as deemed fit under the relevant sections of the Indian Penal Code, to which neither I nor my family members shall object.

Name of the Person
Mobile No.
(Firm Name)

APPLICANT
SEAL
(NOTARY PUBLIC)

On stamp page (minimum denomination 100.00)

APPENDIX 7: AFFIDAVIT FORMAT FOR THE CONTRACTOR ON CHARTERED ACCOUNT (CA) CERTIFICATE

I/we Prop/Partner/Director of M/s.....Address:
..... do hereby solemnly affirm and declare on oath as under:

1. That our name and address written above are true and correct.
2. That the C.A. certified annual turnover of the firm as given below is true and correct.

Financial Year	Turnover Amount (Rs. in Lacs)

DEPONENT

That the contents of this affidavit from para no. – 1 & 2 above are true and correct to the best of my knowledge and belief and nothing has been concealed.

DEPONENT

APPENDIX 8: TECHNICAL TENDER SUBMISSION FORM

[On the Letter head of the Tenderer]

To

[Location, Date]

The CEO and Managing Director,
DMIC Integrated Industrial Township Greater Noida Limited (DMIC IITGNL), 11th Floor, Tower-1, Plot No.-1,
Knowledge Park-IV, Greater Noida, Gautam Budh Nagar, Uttar Pradesh, India – 201308

Tender dated [date] for appointment of Contractor [Construction of Boundary Wall around MMTH Project, Greater Noida].

Dear Sir,

With reference to your Tender Document dated [date], we, having examined all relevant documents and understood their contents, hereby submit our Technical Bid for selection as [Construction of Boundary Wall around MMTH Project, Greater Noida]. The Tender is unconditional and unqualified.

If negotiations are held during the period of validity of the Tender, we undertake to negotiate in accordance with the Tender requirement. Our Tender is binding upon us, subject only to the modifications resulting from negotiations in accordance with the Tender Document.

We understand you are not bound to accept any Tender you receive. Further:

1. We acknowledge that Client will be relying on the information provided in the Tender and the documents accompanying the Tender for appointment of the Contractor for the work of Boundary Wall, and we certify that all information provided in the Tender and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Tender are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Contractor for the aforesaid Project.
3. We shall make available to Client any additional information it may deem necessary or require for supplementing or authenticating the Tender.
4. We acknowledge the right of Client to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We declare that:
 - a) We have examined and have no reservations to the Tender, including any Addendum issued by the Client.
 - b) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender issued by or any agreement entered into with Client or any other public sector enterprise or any government, Central or State; and
 - c) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
6. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Tender that you may receive nor to appoint the Contractor, without incurring any liability to the Bidders.
7. We declare that we are not a member of any other Bidding entity applying for appointment as a Contractor.
8. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the work as Contractor for the Project or which relates to a grave offence that outrages the moral sense of the community.

9. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates.
10. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/ Managers/ employees.
11. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Client in connection with the appointment of Contractor or in connection with the selection process itself in respect of the above-mentioned Project.
12. We agree and understand that the tender is subject to the provisions of the Tender document. In no case, shall we have any claim or right of whatsoever nature if the Contracting work for the Project is not awarded to us or our tender is not opened or rejected.
13. In the event of our being selected as the Contractor for the Work, we agree to enter into a Contract in accordance with the contract prescribed in the Tender. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
14. We have studied tender and all other documents carefully. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by Client or in respect of any matter arising out of or concerning or relating to the selection process including the award of assignment.
15. The Financial Proposal is being submitted online separately. This Technical Proposal read with the Financial Proposal shall be binding on us.
16. We agree and undertake to abide by all the terms and conditions of the Tender Document.

We remain,

Yours sincerely,

APPENDIX 9: FORMAT OF THE EMD/BID SECURITY

BG No.

Date:

1. In consideration of you, DMIC Integrated Industrial Township Greater Noida Limited, represented by The CEO and Managing Director, having its registered office at Greater Noida (hereinafter referred to as the "Client" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) having agreed to receive the tender of [Name of company], a company registered under the Companies Act, 1956 and having its registered office at [registered address of company], (hereinafter referred to as the "Tenderer" which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns), for appointment as Contractor for [name of assignment] (hereinafter referred to as the "Project") pursuant to the Tender Document dated [date] issued in respect of the Project and other related documents including without limitation the draft contract for Work Contract (hereinafter collectively referred to as "Tender Documents"), we [Name of the Bank] having our registered office at [registered address] and one of its branches at [branch address] (hereinafter referred to as the "Bank"), at the request of the Tender, do hereby in terms of relevant clause of the Tender Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Tender Document by the said Tenderer and unconditionally and irrevocably undertake to pay forthwith to the Client an amount of Rs. [in figures] ([in words]) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Tenderer if the Tenderer shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Tender Document.
2. Any such written demand made by the Client stating that the Tenderer is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Tender Document shall be final, conclusive and binding on the Bank. We, the Bank, further agree that the Client shall be the sole judge to decide as to whether the Tender is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Tender Document including, Document including without limitation, failure of the said Tenderer to keep its Tender valid during the validity period of the Tender as set forth in the said Tender Document, and the decision of the Client that the Tenderer is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Client and the Tender or any dispute pending before any court, tribunal, arbitrator or any other authority.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Client is disputed by the Bidder or not, merely on the first demand from the Client stating that the amount claimed is due to the Client by reason of failure of the Tenderer to fulfil and comply with the terms and conditions contained in the Tender Document including without limitation, failure of the said Tenderer to keep its Tender valid during the validity period of the Tender as set forth in the said Tender Document for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. [in figures] ([in words]).
4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Tender Due Date and a further claim period of forty five (45) days or for such extended period as may be mutually agreed between the Client and the Bidder, and agreed to by the Bank, and shall continue to be enforceable until all amounts under this Guarantee have been paid.
5. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
6. In order to give full effect to this Guarantee, the Client shall be entitled to treat the Bank as the principal debtor. The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Tender Document or to extend time for submission of the Tenders or the Tender validity period or the period for conveying of Letter of Acceptance to the Bidder or the period for fulfilment and compliance with all or any of the terms

and conditions contained in the said Tender Document by the said Tenderer or to postpone for any time and from time to time any of the powers exercisable by it against the said Tenderer and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Tender Document or the securities available to the Client, and the Bank shall not be released from its liability under these presents by any exercise by the Client of the liberty with reference to the matters aforesaid or by reason of time being given to the said Tenderer or any other forbearance, act or omission on the part of the Client or any indulgence by the Client to the said Tenderer or by any change in the constitution of the Client or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
8. We undertake to make the payment on receipt of your notice of claim on us addressed to [Name of bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
9. It shall not be necessary for the Client to proceed against the said Tenderer before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Client may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
10. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Client in writing.
11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
12. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. [in figures] ([in words]). The Bank shall be liable to pay the said amount or any part thereof only if the Client serves a written claim on the Bank in accordance with paragraph 8 hereof, on or before [date].

Signed and delivered by [name of bank]

By the hand of Mr. /Ms. [name], it's [designation] and authorised official.

(Signature of the Authorised Signatory) (Official Seal)

Notes:

1. The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
2. The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

Contract Agreement

THIS CONTRACT AGREEMENT is made.
the [insert ordinal] day of [insert: month], [insert: year].

BETWEEN

1. DMIC Integrated Industrial Township Greater Noida Limited (DMIC IITGNL), – a company incorporated under Companies Act, 2013 having its Registered Office at 11th Floor, Tower 1, Plot No.-1, Knowledge Park-IV, Greater Noida, Gautam Budh Nagar, Uttar Pradesh 201308, India, (hereinafter called “the Client”), which expression unless repugnant to context or meaning thereof shall include its successors, affiliates and assigns) of the First Part.
And
2. [Insert: name of Contractor], a Company/Firm incorporated under the [] and having its registered office at [insert: address of Contractor] (hereinafter called “the Contractor” who is the successful Tenderer, which expression unless repugnant to the context or meaning thereof, be deemed to mean and include its beneficiaries, successors, administrators and permitted assigns) of the Second Part.

Whereas Delhi- Mumbai Industrial Corridor (DMIC), Govt. of India Undertaking, is India’s most ambitious infrastructure programme aiming to develop new industrial cities as “Smart Cities” and converging next generation technologies across infrastructure sectors. An Integrated Industrial Township is being developed at Greater Noida known as DMIC Integrated Industrial Township Greater Noida Limited (DMIC IITGNL), a SPV between the Greater Noida Industrial Development Authority (GNIDA) and the National Industrial Corridor Development and Implementation Trust (NICDIT).

Whereas, DMIC IITGNL has been designated as Industrial Development Authority for the “Notified Area” as per the Uttar Pradesh State Government’s Notification No. 4478/LXXVII-4-18-12N-07 (SHA) dt 31.12.2018.
WHEREAS the Client decided to engage the Contractor for Construction of Boundary Wall around MMTH Project, Greater Noida (“The Project”),

hereas, the Client has invited the Tenders from Tenderers and the Tenders responsive to the eligibility and qualification requirements and complying to all conditions of the Tender documents were considered for evaluation and qualifying bids were considered for price bid opening.

Whereas, after evaluation of the tenders received, the Client had accepted the tender of the Selected Tender (“The Contractor”) and issued Letter of Award no. [] dated [] (hereinafter called the LOA) to the Selected Tenderer (the Contractor) for Construction of Boundary Wall around MMTH Project, Greater Noida.

Whereas the Selected Tenderer (the Contractor) has fulfilled the condition precedent mentioned in the Tender and LOA for signing this Contract.

Now therefore in consideration of the foregoing and the respective covenants and agreement set forth in this Agreement, the sufficiency and adequacy of which is hereby acknowledged, the Parties agree as follows:

Article 1. Contract Documents	1.1 Contract Documents The following documents shall constitute the Contract between the Client and the Contractor, and each shall be read and construed as an integral part of the Contract:
	a. This Contract Agreement and the Appendices attached to the Contract Agreement.
	b. Special Conditions of Contract.
	c. General Conditions of Contract.
	d. Copy of Letter of Award.
	e. Instruction to Bidders
	f. The Bidder's bid and original Financial Proposal.
	g. Copy of acceptance of Letter of Award by the Contractor.
	h. Copy of Bank Guarantee for Performance Security
	i. Any correspondences.
	j. [Add here: any other documents].
	1.2 Order of Precedence
	This Contract, including its Schedules/BOQ and Annexures, represents the entire agreement between the Parties., In the event of any ambiguity or conflict between the Contract Documents listed above as to the interpretation or meaning of this Contract it should be necessary for the Parties to refer to documents forming part of the bidding process leading to this Agreement, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above, provided that Appendix 4 shall prevail over all provisions of the Contract Agreement and the other Appendices attached to the Contract Agreement and all the other Contract Documents listed in Article 1.1 above.
	1.3 Definitions (Reference GCC Clause 1)
	Capitalized words and phrases used in this Contract Agreement shall have the same meanings as are ascribed to them in the General Conditions of Contract.
Article 2. Tender Cost and Terms of Payment	2.1 Tender Cost (Reference GCC Clause 1 h) and 7) The Client hereby agrees to pay to the Contractor the Tendered Cost in consideration of the performance by the Contractor of its obligations under the Contract. The Tender Cost shall be the aggregate of: [insert: amount in figures] , as specified in the Grand Summary Price Schedule/BoQ. The Tender Cost shall be understood to reflect the terms and conditions used in the specification of prices in the detailed price
	schedules, including the terms and conditions of the associated Incoterms, and the taxes, duties and related levies if and as identified.
Article 3. Effective Date for Commissioning of the Contract	3.1 Effective Date Each party shall use its best efforts to fulfill the below conditions for which it is responsible before the Effective Date: <ol style="list-style-type: none"> a. This Contract Agreement has been duly executed for and on behalf of the Client and the Contractor. b. The Contractor has submitted to the Client the Security Deposit in accordance with Special Conditions Clause 9; c. Obtaining all necessary approvals, if any, required for the performance of the Services under this Contract at the time of signing of the contract d. [specify here: any other conditions, for example, opening/confirmation of letter of credit].

IN WITNESS WHEREOF the Client and the Contractor have caused this Contract Agreement to be duly executed by their duly authorized representatives the day and year first above written.

For and on behalf of the Client:

Signed:
in the capacity of [insert: Name with title or other appropriate designation]

For and on behalf of the Contractor:

Signed:
in the capacity of [insert: Name with title or other appropriate designation]

Witness:

[Signature, name and address]

[Signature, name and address]

VOLUME 2

Table of Contents

TERMS AND CONDITIONS.....	36
SPECIAL CONDITIONS.....	37
GENERAL.....	37
TENDERERS TO ENSURE AND NOTE.....	37
EARNEST MONEY AND SECURITY DEPOSIT.....	37
REGARDING MATERIALS	37
LABOUR REGULATIONS.....	39
EXECUTION OF WORK.....	39
CONTRACTORS SUPERVISORY STAFF.....	39
WORK TO BE DONE AS PER SPECIFICATIONS.....	40
INSPECTION OF WORK.....	40
VARIATIONS.....	40
RATES.....	40
PAYMENT.....	41
SECURED ADVANCE.....	41
ABNORMALLY HIGH/LOW RATES.....	42
THEORETICAL CONSUMPTION OF MATERIAL.....	42
CO-OPERATION WITH OTHER AGENCIES.....	42
MISCELLANEOUS.....	43
GENERAL CONDITIONS OF CONTRACT.....	44
1 DEFINITIONS.....	44
CLAUSE (1-38).....	46-57
SCOPE OF WORK.....	58
SPECIFICATIONS.....	59
DRAWINGS	
BILL OF QUANTITY	

TERMS AND CONDITIONS

1. Earnest Money is required for an amount of 18.5 Lakh and must be deposited online payment on Tender Portal only.
2. Security Money shall be 5% of the Actual Cost of the work.
The E.M.D. would be converted into Security amount in respect of successful tenderer. The balance amount can be accepted in the shape NSC/FDR/CDR of the nationalized bank of India duly pledged in favor of DMIC IITGNL or in the form of Bank guarantee duly verified by the issuing bank. Payment will be released to the contractor only after the Bank guarantee is got duly verified by the issuing bank. The bank Guarantee would have to be got renewed, well before its date of expiry, by Finance Department.
3. Tender of the firms who have litigation in Court of Law against the DMIC IITGNL, will not be considered.
4. Tender of firms is liable to be rejected who have failed to complete the work timely and work is still pending for more than a year in the Authority.
5. Tender will be received upto 5:00 PM on 30.11.2024 and the received bids shall be opened on date 02.12.2024 at 3:00 PM in the presence of available tenderers.
6. The price bids of the pre-qualified bidder shall be opened in the System cell office DMIC IITGNL, 11th Floor, Tower-1, Greater Noida Industrial Development Authority, Plot No.-1 Sector K.P.-IV, Greater Noida, Uttar Pradesh – 201308 as mentioned in Tender Document.
7. CEO and Managing Director, DMIC IITGNL reserves the right to reject any or all the tenders without assigning any reasons.
8. JOINT VENTURE FIRM:
Firms forming joint venture for qualifying in the pre-qualification bid of said tender are not eligible.

SPECIAL CONDITIONS

GENERAL

- 1) These special conditions shall be read in conjunction with the General Conditions of the contract. Where the provisions of these Special Conditions are at variance with the provisions of the General Conditions of the contract the provisions of these special Conditions shall take precedence.
- 2) The Contractor/Bidder is expected to be well conversant with the conditions of contract which shall be the part of the agreement.
- 3) The Tenderers/ Bidders are advised to carefully see the site of work and structural/architectural drawings etc. before submitting their tender. The structural/architectural drawings for the Construction of Boundary Wall around MMTH under the scope of this tender can be seen in the office of the Manager DMIC IITGNL, 11th Floor, Tower-1, Greater Noida Industrial Development Authority, Plot No.-1 Sector K.P.-IV, Greater Noida, Uttar Pradesh – 201308 on any working day between 11.00 A.M. to 4.00 P.M.

TENDERERS TO ENSURE AND NOTE

- 4) The tenderer should ensure that the entire required document is uploaded in PDF form in technical bid and the RTGS of the Tender Fee & EMD must reach in the prescribed account of DMIC IITGNL on or before the date and time prescribed in Tender Notice. No excuse for the late receipt of the tenders shall be considered.
- 5) Any tenderer not fulfilling all the conditions is likely to be rejected.
- 6) Refund of the cost of tender is claimable for tenders not accepted or for tenders not submitted.
- 7) Contractor has to sign the agreement after submission of stamp paper within ten days from the date of award of the work in case of delay on the part of the Contractor beyond ten days, a penalty of Rs. 1,000/- per day will be imposed and shall be recoverable from Contractor which will be deducted from any dues of Contractor.

EARNEST MONEY AND SECURITY DEPOSIT

- 8) If the Contractor withdraws his offer/tender, or modifies his offer/tender, after submission of tender and before acceptance of the tender, his entire earnest money will be forfeited by the authority.
- 9) Earnest Money deposit shall be as mentioned in the tender document and the Security Money shall be 5% of the Actual cost of the work the E.M.D. would be converted into Security amount in respect of successful tenderer. For the balance verified by the issuing bank could be called for. Payment could be released to the contractor only after the Bank Guarantee is got duly verified by the issuing bank. The bank Guarantee would have to be got renewed, well before its date of expiry by Finance Department or PMC, as the case may be.
- 10) The earnest money deposited by unsuccessful Tenderer shall be refunded after opening Pre-qualification/Technical Bid. After opening the price bid, the Earnest Money of other than 1st Lowest tenderer shall be refunded.
- 11) After the acceptance of the tender, the earnest money of the successful Contractors shall be converted into the security deposit.
- 12) The security deposit shall be released in phase manners described below: -
- 13) 50% after expiry of twelve months from the actual date of completion or date of payment of the final bill (whichever is later) in full only if no imperfections become apparent in the work during defect liability period of twelve months.
- 14) Balance 50% after twenty-four months from the actual date of completion or date of payment of the final bill (whichever is later) in the work during defect liability period of twenty-four months.

REGARDING MATERIALS

- 15) All the materials for the works shall be arranged by the contractor at his own cost.
- 16) All the material collected by the contractor during execution of work or otherwise shall be properly stacked & arranged as directed by the Engineer-in-charge.
- 17) Contractor shall have to make their own arrangement for water & electricity at the site of work. The water should be fit for drinking in case the authority supplies the water, the Contractor shall have to pay charges at rate fixed by Authority.

- 18) DMIC IITGNL shall give necessary recommendation letter to the concerned authority for giving water and power connection to the Contractor. However, any delay in getting water or power connection shall not entitle the Contractor for any compensation or extension in completion period.
- 19) The stone ballast & grit will be blue textured and free of soft pieces the gauge of the ballast shall be as per detailed CPWD specifications of 2019 and UPPWD SOR 2022.
- 20) The contractor is to stack the metal at the road berms first according to the size of complete with stack number as decided by the E/I and no metal shall be stacked on road embankment. The metal shall be allowed to spread for consolidation only after recording of measurements and taken into road metal account register.
- 21) A deduction @ 7.5% shall be made from stack measurements of stone metal to arrive at net quantity for the purpose of payment.
- 22) Cement (OPC) and steel (Primary) shall have to be arranged by the contractor only from the approved manufacture/re-rollers who hold ISI license only Cement and steel should be ISI marked and to the entire satisfaction of the E/I.
- 23) With each lot of material arranged by the Contractor for construction work he shall produce proper receipt of purchase from the manufacturer/re-roller.
- 24) The Contractor has to arrange the test certificates of each lot from an approved test laboratory. Engineer-in-Charge (E/I), DMIC IITGNL shall have the right to take sample for testing as per UPPWD SOR 2022/ISI norms or as decided by the E/I and get it tested. The Contractor shall bear all charges of sampling, carriage and testing etc. The Contractor shall arrange factory visit for ensuring quality after submission and approval of the Guaranteed Technical parameters/ Quality Assurance Plan, drawings etc.
- 25) The cement shall be stored at site of work as per B/S requirement and shall be kept under double lock & key system by the Contractor at his own cost.
- 26) The Contractor in a register at site shall keep complete accounting of material purchased and consumed. All Register at site shall have machine numbered pages.
- 27) The Contractor shall provide at his own cost proper storage facility for the materials brought by him to prevent any loss, damage, or deterioration of the same.
- 28) The contractor shall confine his equipment storage of materials operation of his works & people to the limits as directed by the E/I and shall not unnecessarily spread over the premises with his materials and hutment.
- 29) The Contractor shall make arrangement for watch and ward of the material at his own cost.
- 30) All the materials and workmanship shall be as per specifications described in the contract and in cases not covered in the contract these shall be in accordance with the E/I instructions and shall be subjected from time to time to the tests as the E/I may direct at places of manufacture at the work site or in the DMIC IITGNL or any recognizing Laboratory in or outside DMIC IITGNL. The Contractor shall provide conveyances labour and material required for examining, measuring, and testing of the work and quality of materials used. The Contractor shall supply sample of the materials, get them approved before using in the work. The cost of such conveyance, labour and materials provided for testing purpose, testing charges and for examining the work and for proper completion of the same shall be borne by the contractor and no extra payment shall be made for the same.
- 31) The Authority may establish a field laboratory to carry out day to day tests of all materials and works. The Contractor shall arrange at his own cost to make available all materials etc. for carrying out the tests and pay for the tests at rates fixed by the Authority.
- 32) Samples makes of materials/equipment's and item of work shall have to be got approved by the Contractor from E/I before execution.
- 33) The contractor shall ensure to consume the materials within its expiry date. The material if consumed after the expiry date the affected work will have to be dismantled or the recovery shall be made by the Authority at the rate of double the cost of work in which such materials consumed.

LABOUR REGULATIONS

- 34) The Contractor will have to follow all existing rules and regulations of the Govt. and labour department regarding the labour employed by him without entitling him for any extra claim on this account.
- 35) The Contractor shall be responsible for the damage(s) done to any property or injury to any person whatsoever caused by him or anybody in his employment or caused in consequence of his work. He will indemnify and keep the Govt. indemnified against claims demands proceedings charges, cost charges and expenses whatsoever in respect of or in relation to any such injuries or damages. The Contractor shall take a necessary precaution for the safety of his employees on the work and shall comply with all applicable provision of safety laws and building codes to prevent accident or injuries to persons on the work.

EXECUTION OF WORK

- 36) All drawings and designs will be supplied according to the necessity of the particular work and the contractor will not have any claim for compensation in case of late supply of necessary design drawings.
- 37) For carrying out the work the contractor shall be provided with one set of working drawings. Additional copies if required will be supplied to him on payment of additional charges as decided by Engineer-in-Charge.
- 38) The Contractor shall be wholly responsible for setting out the works and for the corrections of the positions levels dimensions & alignment according to the plan/drawing including all necessary instruments pegs poles, pillars etc. and other material required for the purpose to the satisfaction of E/I.
- 39) The work shall be executed as per program drawn by contractor and approved by the E/I. If part of the site is not available due to any reason the program of the Contractor shall be modified to suit the available site and the Contractor shall have no claim for any extra compensation on this account. If the contractor does not give the programme for execution of work at the time of signing of agreement, the E/I will give his own programme, and PERT/BAR CHART which will be binding on contractor and shall become part of the agreement.
- 40) The contractor will be required to give his fortnightly progress as per said PERT/BAR CHART. The progress on PERT/BAR CHART shall be attached to the bills submitted by the contractor duly signed by him on monthly basis which will be verified by E/I. The contractor will be required to furnish weekly category wise labour report also.
- 41) If the Engineer-in-Charge, DMIC IITGNL shall find that the work progress is slow, and feels that the work will not be completed in the time specified, then the Engineer-in-Charge, DMIC IITGNL, shall order the Contractor to workday and nights, and/or on holidays and the Contractor shall obey these orders without objection or request for compensation. No compensation whatsoever shall be paid on this account.
- 42) In the event of working at night, the Contractor shall provide sufficient lighting, safety arrangements for working staff to the satisfaction of the Engineer-in-charge/ DMIC IITGNL. Any order or approval issued under this Clause by the Engineer-in-charge/DMIC IITGNL shall not relieve the Contractor from or diminish his obligations under the contract.

CONTRACTORS SUPERVISORY STAFF

- 43) Within fifteen days of the registration of the contract bound the Contractor shall have to notify in writing the names of his two authorized Representatives. One of them will always be available at the site of work to receive technical orders & the other for instruction for issue of material and other miscellaneous works. The Contractor shall be fully responsible for the orders received by his representative or the materials received by his representatives.
The Contractor shall provide sufficient supervision to the work using the skill & attention. He shall deploy Two Graduate and Three Diploma Experienced Engineer on the work throughout its completion.
The Engineers deployed by contractor shall be got approved in writing from the E/I (whose approval at any time can be withdrawn) for supervision of the work and to receive directions & instructions of the work from E/I on behalf of contractor. The supervisory staff of the contractor shall not be changed without obtaining the approval of E/I. In the event of non-presence of these Engineers, Authority will deduct @ Rs. 10,000/- PM per graduate Engineer & @ Rs. 6,000/- PM per Diploma Engineer which will be non-refundable. The decision of Manager, DMIC IITGNL in regard to presence and/or absence of such engineer from the work

shall be final & binding upon the contractor. The contractor will have to remove any person employed on the work if ordered by the E/I for any reason.

- 44) If the contractor does not use at site, the T & P as mentioned in the Appendix "D" the same shall be arranged by the authority and the necessary deductions for the rental of machinery and T&P shall be made from contractor's bills or penalty as deemed fit shall be imposed for which no claim shall be entertained.

WORK TO BE DONE AS PER SPECIFICATIONS

- 45) The specifications to be follows for the execution of the works shall be:
- a) The latest CPWD 2019 specifications Vol 1 & 2 for works.
 - b) Relevant ISI standard for work not covered by the above.
 - c) Material bearing ISI Mark shall be given first preference for use in works. For all articles without ISI marks the quality shall be judged by the relevant ISI specifications.
- 46) The description of the Bill of Quantities is to be read in conjunction with the Form of tender drawings, conditions of contract, specifications as these documents are jointly explanatory and descriptive of the works included in the contract. In case of conflict amongst description of the items(s), specifications, conditions of contract and drawings, the following order of precedence shall be followed.
- a) Provisions as per description of items(s)
 - b) Provisions in conditions of contract.
 - c) Provisions in specifications.
 - d) Provisions in drawings.
 - e) In absence of above the decision of Engineer-in-Charge shall be final & binding.

INSPECTION OF WORK

- 47) All works under or in course of execution or executed in pursuance of the contact shall at all times be open to the inspection and supervision of the E/I and other Authority Officials at all times during the usual working hours at all other times, if notice for the inspection of site by the E/I or any other official is given to the Contractor, should either himself be present to receive orders and instructions or a responsible authorised agent be present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the Contractor himself. The Contractor shall also provide all facilities necessary for inspection of the work by the E/I or other officials for which no payment shall be made to the Contractor.
1. The Engineer-in-Charge/ DMIC IITGNL shall have the right to inspect the work and related documents either through their authorised officers or any agencies appointed for such purpose as and when the need is felt in order to assess the work progress, the quality of material used in the construction and satisfaction execution of the work the contractor shall subject themselves to such inspection and shall carry out the instructions issued in pursuance of the above inspections.
- 48) A SITE ORDER BOOK shall be maintained at the site of the work in which instructions shall be given to the Contractor as and when necessary. These orders shall have to be signed and compiled with by the Contractor or in his absence by his authorised representative or agent & in such case it will be presumed the same have been conveyed to him in time.

VARIATIONS

- 49) The quantities given in the bill of quantities are approximate & are liable to variation upto 25% on either side without entitling the Contractor to any compensation or extra rate.

RATES

- 50) In giving their rates, the Tenders should take into account all fluctuations of the market, as no claim shall be entertained on this account during the acceptance of the tender and currency of the contract.
- 51) The tendered rates shall be for all completed items of the work & shall include all quarrying royalties, testing, screening, tools and plants, railway freight, carriage of materials to site, stacking & removal charge of any rejected materials also including G.S.T. and all other taxes in-force time to time as per Govt. Orders.

- 52) Tendered rates are inclusive of all taxes (including labour cess) and levies payable under the respective statutes. However, pursuant to the constitution (Forty Sixth Amendment) Act. 1982, if any further tax or levy is imposed by Statutes, after the date of receipt of tenders, and the Contractors thereupon necessarily and properly pays such taxes/levies, the Contractor shall be reimbursed the amount so paid provided such payment, if any, is not in the opinion of Manager, DMIC IITGNL (whose decision shall be final and binding) attributable to delay in executing of work within the control of the Contractor.
- i) The Contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of Government and further shall furnish such other information/documents as the Engineer-in-charge may require.
 - ii) The contractor shall within a period of 30 days of imposition of any further tax or levy. Pursuant to the constitution (Forty Sixth Amendment) Act. 1982 gives a written notice thereof to the Engineer-in-Charges may require.
 - iii) No escalation on any account shall be paid.
- 53) Rates quoted shall be considered to be for all height unless specified otherwise.
- 54) The bidders should ensure that they are GST compliant and their quoted tax structure/rates are as per GST law.
- a) The bidders are required to indicate the rate of GST applicable for the tendered item in their bids separately.
 - b) The bidder while submitting their bids shall give the following declaration: -
"We agree to pass on such additional set off/input tax credit as may become available in future under the GST provisions in respect of all the inputs used in the manufacture of the tendered item on the date of supply, by way of reduction in price and advise the purchases accordingly."
 - c) The Authority will not reimburse any GST paid by the supplier/ vender/ contractor due to misclassification.

PAYMENT

- 55) The Contractor shall submit monthly running bills to the E/I DMIC IITGNL for the work completed by him during the month. The Engineer-in-charge, DMIC IITGNL shall check the bill and 75% payment shall be made for the certified amount within 15 days of submission of bill, balance amount due against this bill shall be released after the same is cleared by the E/I DMIC IITGNL. Security deposit shall be deducted @ 5% from each bill unit the amount of security deposit recovered reaches the total figure outlined in Conditions of Contract. The certificate of the E/I DMIC IITGNL regarding the sum payable against bills shall be final and conclusive.
- 56) Any claim during the period of contract will be submitted in writing within the currency of the contract bond failing which the claim shall not be entertained.
- 57) The Contractor shall sign "No claim certificate" on running bills and in case of any claims or extra item he must mention the item and rate and Qty. specifically otherwise no claim shall be entertained later on. Payment of claim shall only be made as within decided by the competent authority in DMIC IITGNL.
- 58) G.S.T. with surcharge shall be deducted on the gross amount of the work done for all the payments made to the Contractor according to the provision of G.S.T. Act modified from time to time.
- 59) The Contractor shall submit a certificate along with each bill that full labour payment has been made by the Contractor till the end of the preceding month.
- 60) The provision of an item in the bill of quantities will not entitle payment for the same in case it forms part of any other item as per specifications, Special Conditions of contract through the same may have not been specifically described in the description of the item(s).
- 61) The Contractor shall have to sign FARKHATI at the time of final bill.

SECURED ADVANCE

- 62) Secured Advance on Materials
The Contractor on signing an indenture in the form to be specified by the Engineer-in-Charge/ DMIC IITGNL may be allowed "Secured Advance" on the security on materials to the extent of 75% of the estimated value

of major materials which in the opinion of the Engineer-in-Charge are non perishable and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and/or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this sub-Clause are incorporated in the works, the amount of such advance shall be deducted from the last payment made under any of the Clauses of this contract.

ABNORMALLY HIGH/LOW RATES

- 63) In the case of abnormally low rated items, the minimum quantity stipulated in the agreement must be executed and no reduction in quantity shall be allowed without prior approval of the competent authority.

THEORETICAL CONSUMPTION OF MATERIAL

- 64) After the completion of the work, the theoretical quantity of cement to be used on the works shall be calculated on the bases of UPPWD SOR 2022 statements showing quantities of cement to be used in different items of work provided in the UPPWD SOR 2022 applicable to the agreement but for the items on which UPPWD SOR 2022 is not applicable the consumption of cement shall be decided the E/I of the work. Over this theoretical quantity of cement further variation on either side shall also be allowed as under:

Maximum permissible percentage Estimated Cost put to tender.

2% (Two percent) for works more than Rs. 5.0 Lacs.

3% (Three Percent) for works upto Rs. 5.0 Lacs.

The variations in respect of other materials shall be as per norms in UPPWD SOR 2022 works.

The cost of quantity of cement, steel, bitumen or any other material less used than the theoretical quantity allowing variation of minus side shall be recovered from the contractor at double the prevailing market rates plus the cost of cartage to site.

CO-OPERATION WITH OTHER AGENCIES

- 65) The contractor shall not put hindrance to any person or to other Contractors authorized by the department to carry out works of any nature entrusted to them. The Contractor shall have to allow the other party to work and adjust his work accordingly and no claim shall be entertained on this account. In case of any dispute the decision of the E/I shall be final and binding upon all the parties concerned.
- 66) The contractor shall do his work in such a way that the work of other Contractor is not hampered.

MISCELLANEOUS

- 67) The Contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work etc. as Government's property and such materials shall be disposed of to the best advantage of Govt. according to the instructions in writing issued by the Engineer-in-Charge.
- 68) The normal working hours shall be from 8:30 A.M. to 5:30 P.M. and no work shall be carried out on Sunday and on gazetted holidays without specific permission of the E/I. No claim whatsoever shall be entertained on this account.
- 69) The Contractor shall at all times keep the premises free from accumulated waste material or rubbish caused by his employees on the work and on completion of the work he shall clear away whole site of such material and fill up the borrow pits made by him. He will leave whole of the site and works clear in a workman like manner. Nothing extra shall be paid to the Contractor for this clearing up. The Contractor shall maintain and keep the area in agreed sanitary condition, which is used by men engaged in the work by him. He shall remove and clear all structures etc. which may have been set up by the Contractor for accommodating his labour on the completion of the work to the satisfaction of the Engineer-in-Charge/ DMIC IITGNL.
- 70) In case of any dispute the decision of CEO and Managing Director, DMIC IITGNL shall be final & binding on the Contractor.
- 71) No claim for the interest will be entertained by the DMIC IITGNL in respect of the deposits mentioned in the contract or in respect of any money or balance which may be in their hands owing to any disputes between

the DMIC IITGNL and the Contractor or in respect of any delay on the part of DMIC IITGNL in making monthly payments or otherwise.

- 72) The Contractor shall have to make arrangements at his own cost for temporary accommodation for the office staff and the labourer's residence at the site of work. Suitable area of land shall be earmarked to Contractor to put the labour camp. Contractor shall however be responsible to hand over the site to DMIC IITGNL duly cleared from all encumbrances immediately after completion of work failing which completion certificate of the contract shall not be issued.
- 73) Stamp duty will be paid as per rule/order.
- 74) The contractor shall submit the securities /performance guarantee equal to 0.5% per 1% of %age rates quoted below on printed rate in tender up to 10% and further if % age rate quoted more than 10% below on printed rate the security/ performance guarantee amount shall be calculated 1% quoted rate below on NIT exceeding 10% below.
- 75) As per rules and regulations it is mandatory that the contractor has to accept & act in accordance with the scheme. Guidelines and implementation mechanism under building & other constructions workers (Regulation of employment & conditions of service) act 1996 and that will be stages as mentioned in the U.P. Government order.
- 76) Conditional Tender/Bid will not be acceptable.
- 77) Pre-Bid Meeting of all works of more than 10 crores will be done with the Respective Contractors before 5 days closing date of Tender.
- 78) Force Majeure

Any war or hostility

Acts of public enemy, civil commotion, sabotage, explosions

Effects of flood, epidemics, pandemic, quarantine restrictions, freight embargoes general strikes, bandhs

Acts of God

Hereinafter referred to as EVENT, neither party shall, by reason of such EVENT, be entitled to terminate this contract, nor shall any party have any claim to the damages against the other in respect of such non-performance or delay in performance, provided that notice of happening, of any such EVENT is given by either party to the other within 7(Seven) days from the date of occurrence of the EVENT.

Unless otherwise directed by the CEO, DMIC - IITGNL in writing, the companies shall continue to perform its obligations under the contract as far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force majeure event.

Expected work and deliveries under this contract shall resume as soon as practicable after such EVENT comes to an end or ceases to exist.

If the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such EVENT for a period exceeding 90 (ninety) days, the CEO, DMIC - IITGNL may at its option, terminate this contract.

In case of termination of contract due to force majeure event, DMIC - IITGNL would not pay any amount to the bidder.

79) Air Pollution Control

The contractor shall not store/dump construction material or debris on metal road.

The contractor shall get prior approval from Engineer-in-charge for the area where the construction material or debris can be stored beyond the metal road. This area shall not cause any obstruction to the free flow of traffic / inconvenience to the pedestrians. It should be ensured by the contractor that no accidents occur on account of such permissible storage.

The contractor shall take appropriate protection measures like raising wind breakers of appropriate height on all sides of the plot/area using CGI sheets or plastic and /or other similar material to ensure that no construction material dust fly outside the plot area.

The contractor shall ensure that all trucks or vehicles of any kind which are used for construction purpose/ or are carrying construction material like cement, sand and other allied material are fully covered. The contractor shall take every necessary precaution that vehicles are properly cleaned and dust free to ensure that enroute their destination, the dust, sand or any other particles are not released in air/contaminate air.

The contractor shall provide mask to every worker on the construction site and involved in loading, unloading and carriage of construction material and construction debris to prevent inhalation of dust particles.

The contractor shall provide all medical help, investigation and treatment to the workers involved in the construction of building and carry of construction material and debris relating to dust emission.

The contractor shall ensure that C & D waste is transported to the C & D waste site only.
The contractor shall compulsorily use of wet jet in grinding and stone cutting.

The contractor shall comply all the preventive and protective environmental steps as stated in the MOEF guidelines, 2010.

The contractor shall carry out on Road/inspection for black smoke generating machinery, the contractor shall use cleaner fuel.

The contractor shall ensure that all DG sets comply emission norms notified by MOEF.

The contractor shall use vehicles having pollution under control certificate. The emission can be reduced by a large extent by reducing the speed of a vehicle to 20 kmph speed bumps shall be used to ensure speed reduction in case where speed reduction cannot effectively reduce fugitive dust, the contractor shall divert traffic to nearby paved areas.

The contractor shall ensure that the construction material is covered by tarpaulin. The contractor shall take all other precaution to ensure that no dust particles are permitted to pollute air quality as a result of such storage.

The paving of the path for plying of vehicles carrying construction material is more permanent solution to dust control and suitable for longer duration projects.

The Contractor shall ensure that NGT compliance is adhered to during construction.

GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS
1. The "Contract" means the documents forming the tender and acceptance thereof and the formal agreement executed between the "DMIC Integrated Industrial Township Greater Noida Limited (DMIC IITGNL)" and the "CONTRACTOR" together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.
2. In the Contract the following expressions shall, unless the context otherwise requires, have the meaning herewith respectively assigned to them: -
 - a. The "WORK" or "WORKS" shall, unless there be something either in the subject or context repugnant to such construction, shall be construed and taken to mean the work by or by virtue of the contract to be executed whether temporary or permanent and whether original, altered, substituted or additional.
 - b. The "SITE" shall mean the land and/or the other places, on, into or through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
 - c. The "CONTRACTOR" shall mean the "Individual" or "Firm" or "Company" whether incorporated or not, undertaking the works and shall include the legal personal representative of such individuals or the persons composing such firm or company or the successors of such firm or company and the permitted assignees of such individual or Firm or Company.

- d. The "CEO and Managing Director" shall mean the Chief Executive Officer/Managing Director, DMIC IITGNL, his successors or assignees.
 - e. The "ENGINEER-in-CHARGE (E/I)" shall mean the person appointed by CEO and Managing Director, DMIC IITGNL, who shall sign the contract on behalf of DMIC IITGNL.
 - f. The "ENGINEER'S REPRESENTATIVE" shall mean the General Consultant, DMIC IITGNL who shall supervise and be in-charge of the work.
 - g. The "DMIC IITGNL" shall mean Authority "DMIC Integrated Industrial Township Greater Noida Limited (DMIC IITGNL)" Constituted under section 3(l) of U.P. Industrial Area Development Act. No. 6 of 1976 represented by its Chairman/Chief Executive officer/Additional Chief Executive Officer/ Manager and/or any of their authorized representative and/or its successors and permitted assignees and having its main administrative office in DMIC IITGNL, 11th Floor, Tower-1, Greater Noida Industrial Development Authority, Plot No.-1 Sector K.P.-IV, Greater Noida, Uttar Pradesh – 201308.
 - h. The "TENDERED COST" shall mean the cost of entire work as estimated on the basis of the tendered rates or rates agreed to between the parties of contract.
 - i. The "DEPARTMENT" shall mean Engineering Department of DMIC IITGNL.
 - j. The "ESTIMATED COST" shall mean the cost of entire work put to tender.
 - k. The "MARKET RATE" shall mean the rate as decided by the Engineer-in-charge on basis of the cost of materials and labour at site where the work is to be executed plus the profits and overheads as permitted by him.
- 3) The Tenderer is required to submit a non-judicial Stamp Paper of Rs. 100/- (Rupees one hundred Only) with a Rs. 1/- revenue stamp affixed there on. In case the tender is received without non-judicial stamp paper worth Rs. 100/- it will not be considered.
- 4) Vide G.O. No. 1916/17-8-A-32-185 dated 17.10.85 of U.P. Govt. the Tender is required to submit non-judicial stamp paper as per the direction of DMIC IITGNL on the full security of the bonded amount at the time of signing contract documents.

CLAUSE 1: SECURITY DEPOSIT

The Contractor shall permit DMIC IITGNL at the time of making any payment to him for work done under the contract to deduct at the rate of 5% (Five Percent) of gross amount of each running account bill, on account of security deposit until such deduction along with the sum already deposited as earnest money (to be adjusted in the last deduction) will amount to security deposit of 5% of the Actual of work.

Such deduction will be made and held by the DMIC IITGNL by way of security deposit unless he/they has/have deposited the amount of security at the rate mentioned above in cash or in the form of Govt. securities or Fixed Deposit receipt or Guarantee Bonds of any Scheduled Bank in India if the security is furnished in the form of Guarantee Bonds the Contractor undertakes to review and to furnish fresh guarantee to cover the period of time of extension, if any, and failure on his part to do so shall be considered as breach of contract and without prejudice to any other remedy provided in these conditions, the Engineer-in-charge shall have the right to withhold payments and deduct entire security amount from any money becoming payable to the contractor under this or any other contract with the DMIC IITGNL.

The amount of the security money shall, if not with held on account of breach of contract, be refunded after twenty four months (50% after 12 months & 50% after 24 months) of the date of completion of the work or after payment of the final bill, whichever is later provided that in case that payment of final bill is not made within twelve months of the completion of the work, 75% of the amount of the security money can be refunded with the prior approval of the authority next higher to the person accepting the contract on behalf of DMIC IITGNL.

All compensation or other sum of money payable by the contractor to DMIC IITGNL under the terms of this contract may be deducted from or paid by the sale of sufficient part of his security deposit, or from the interest arising therefore or from any sums which may be due to, or may become due to contractor by DMIC IITGNL on any account whatsoever, and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid the contractor shall within ten days thereafter make good in cash or Government securities endorsed as aforesaid, any sum or sums which may have been deducted from or raised by sale of his security deposit, or any part thereof.

CLAUSE-2: COMPENSATION FOR DELAY

The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the 10th day after the written order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence (time being deemed to be the essence of the contract on the part of Contractor) and the Contractor shall pay as compensation an amount equal to one percent of estimated cost or such smaller amount as the DMIC IITGNL (whose decision in writing shall be final) may decide on the amount of the estimate cost of the whole work as shown in the tender for every day that the work remains uncompleted after the proper date and further to ensure good progress during the execution of the work, the contractor shall be bound in all cases in which time allowed for any work exceed one month to complete one eighth of the whole of the work before one fourth of the whole time allowed under the contractor has elapsed, three eighth of the work before half of the of such time has elapsed and three fourth of the work before three fourth of such time has elapsed. In the event of the Contractor failing to comply with this condition he shall be liable to pay as compensation an amount equal to one percent, or such smaller amount as the DMIC IITGNL (whose decision in writing shall be final) may be decided on the said estimated cost of the whole work for every week that the due quantity of work remains incomplete, provided that before taking action under this Clause the officer accepting the contract on behalf of the DMIC IITGNL, shall give a notice of 15 days in writing to the Contractor and provided always that the entire amount of compensation to be paid under the provision of this Clause shall not exceed 10% of estimated cost put to tender (to struck off, in all cases when the time allowed for completion does not exceed one month).

CLAUSE-3: ACTION WHEN WHOLE OF SECURITY DEPOSIT IS FORFEITED

The officer accepting the contract on behalf of the DMIC IITGNL or the Engineer-in-Charge shall have the power, without prejudice to his right against the contractor in any respect of any breaches of the contract and without prejudice to any rights or remedies under any of the provision of this contract or otherwise and whether the date for completion has or has not elapsed by notice in writing to determine the contract in any of the following cases.

- 1) If, the Contractor having been given by the Engineer-in-charge, a notice in writing (which notice under the hand of the Engineer-in-charge communicated through the Assistant Manager/Manager/Senior Manager/General Manager (Projects) shall be conclusive evidence) to rectify, reconstruct or replace any defective work or any work damaged by any reason what-so-ever or that the work is being performed in any inefficient or otherwise improper or unworkman like manner shall omit to comply with the requirements of such notice for a period of seven days thereafter of such notice or if the contractor shall delay or suspend the execution of the work so that either in the judgment of the Engineer-in-charge (which shall be final and binding) he will be unable to secure completion of the work by the date of completion or he has already failed to complete the work by the date.
- b) If the contractor being a company shall pass a resolution or the Court shall make an order that Company shall be wound up or if a Receiver or a Manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the Court or creditor to appoint a Receiver or Manager or which entitle the Court make a winding up order.
- c) If the Contractor commits breach of any of the terms and conditions of this contract other than those mentioned in Sub-Clause a) above.
- d) If the Contractor commits any facts mentioned in Clause-21 hereof.
- 2) When the Contractor has made himself liable of action under any of the cases aforesaid the officer accepting the contract on behalf of DMIC-IITGNL, or the Engineer-in-charge shall have powers to adopt any one or more of the following courses as he may deem best suited to the interest of the DMIC IITGNL.
 - i) To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the Contractor under the hand of the Engineer-in-charge or communicated through Manager/Sr. Manager/General Manager (Projects) shall be conclusive evidence) upon such determination or rescission the security deposit of Contractor shall be liable to the forfeited and shall be absolutely at the disposal of the DMIC IITGNL.
 - ii) To employ labour paid by the department and to supply materials to carry out the works or any part of the work debiting the Contractor with the cost of the labour and price of the materials of the amount of which cost and the price of certificate under the hand of the Engineer-in-Charge communicated through the Manager/Sr. Manager/General Manager (Projects) shall be final and conclusive against the contractor and the crediting him with the value of the work done in all respects in the same manner and at the same manner and at the same rates as it had been carried out by the Contractor under the terms of this contract. The certificate of the Engineer-in-charge as to the value of the work done shall be final and conclusive against the Contractor, provided always that action under this sub-clause shall only be taken after giving notice in writing to the contractor provided also that if the expenses incurred by the Department are less than the amount payable to the contractor at his agreement rates, the difference shall not be paid to the contractor.
 - iii) After giving notice to the contractor to measure-up the work of the Contractor and to take such whole, or balance, or part thereof as shall be un-executed out of his hands and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Engineer-in-charge shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by the DMIC IITGNL under this contract or on any other account whatsoever or from his security deposit or the proceeds of sales thereof or a sufficient part thereof as the case may be.
3. In the event of any one or more of the course mentioned in sub-clause-2 above being adopted by the Engineer-in-charge the Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any material or entered into any engagement or made any advance on account or with a view to the execution of the work or the performance of contract and in case action is taken under any provisions aforesaid the Contractor shall not be entitled, to recover or be paid any sum for any work thereof actually performed under this contract unless and until the Engineer-in-charge has

certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

CLAUSE-4: CONTRACTOR REMAINS LIABLE TO ANY COMPENSATION EVEN IF ACTION NOT TAKEN UNDER CLAUSE-3 (POWER TO TAKE POSSESSION OF REQUIRE REMOVAL OF OR SELL CONTRACTOR'S PLANT)

In any case in which any of the powers conferred upon the officer accepting the contract on behalf of the DMIC IITGNL or the Engineer-in-Charge by Clause-3 hereof shall have become exercisable and the same are not exercised the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such power shall notwithstanding be exercisable in the event of any future case of default by the contractor for which by any clauses or clause hereof he is declared liable to pay compensation and the liability of the Contractor for past and future compensation shall remain unaffected. In the event of the Engineer-in-Charge putting in force all or any of the power vested in him under the preceding clause the Engineer-in-Charge may if he, so desire take possession of all or any tools, plant, materials or stores in or upon the works. Power to take possession of or require removal of or sell Contractor's plant at the site thereof or belonging to shall the Contractor or procured by him & intended to be used for execution of the work or any part thereof paying or allowing for the same in account at the contract rates in the case of these not being applicable at current market rates to be certified by the Engineer-in-Charge, whose certificate thereof shall be final otherwise the Engineer-in-Charge may by notice in writing to the Contractor or his clerk of the works, foreman or other authorized agent require him to remove such tools, plants, materials or stores from the premises [within a time to be specified in such notice], and in the event of the Contractor failing to comply with, any such requisition the Engineer-in-Charge may remove at Contractor's expenses or sell them by auction or private sale on the account of the Contractor and at his risk in all respects, and the certificate of the Engineer-in-Charge as to the expense of any such removal and the amount of the proceeds and expense of any sale shall be final and conclusive against the contractor.

CLAUSE 5: EXTENSION OF TIME

- (i) In case if there is no delay in works on contractor's part, Time extension will be granted by Competent Authority as per order time to time.
- (ii) In case the delay is because of the lapse on the part of contractor, the time extension may be granted at the sole discretion of the Sanctioning Authority as per orders time to time.
 - First 30 days, No penalty
 - Next 90 days 1% of work value
 - Next up to 120 days 2% of work value
 - Next up to 150 days 3% of work value
 - Next up to 180 days 4% of work valueExtension beyond above limits may be granted with 5% penalty. From the payment for the work executed beyond the contract bond period, an amount equivalent to 5% of total work done shall be withheld. This Withheld amount shall be released after the sanction of extension of time.

CLAUSE 6: COMPLETION CERTIFICATE AND MEASUREMENT OF WORK DONE

On Completion of the work the Contractor shall send a registered notice to the Engineer-in-Charge giving the date of completion and sending a copy of its to the office, accepting the contract on behalf of the DMIC IITGNL and shall request the Engineer-in-Charge to give him a certificate of completion, but no such certificate be given nor shall be work be considered to be complete until the Contractor shall have removed from the site on which work shall be executed, all scaffolding, surplus material sand rubbish and cleared off the dirt from all wood work, doors, windows, wall, floors, or other parts of any building in upon or about which the work is to be executed or of which he may have possession for the execution thereof, he had filled up the pits. If the Contractor shall fail to comply with the requirements of this Clause as to removal of scaffolding, surplus materials and rubbish & cleaning of dirt and filling of pits on or before the date fixed for completion of the work, the Engineer-in-Charge may at the expense of the Contractor remove such scaffolding material and the rubbish and dispose off the same as he thinks fit and clean of such dirt and fill the pits as aforesaid and the Contractor shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually released by the sale thereof.

On completion, the work shall be measured by the Engineer-in-Charge himself or through his subordinates whose measurement shall be binding and conclusive against the Contractor. Provided that if subsequent to the taking of

measurements by the subordinate as aforesaid the Engineer-in-Charge had reason to believe that the measurements taken by his subordinates are not correct, the Engineer-in-Charge shall have the power to cancel the measurements already taken by his subordinates and acknowledged by the Contractor and to take measurements again after giving reasonable notice to the Contractor and such re-measurements shall be binding on the Contractor (Ten days will apply towards at the headquarters of Engineer-in-Charge and thirty days for works at other places delete whichever not applicable).

Within ten days of the receipt of the notice Engineer-in-Charge shall inspect the work and if there is visible no defect on the face of the work, shall give the Contractor a certificate of completion. If the Engineer-in-Charge finds that the work has been fully completed, it shall be mentioned in the certificate to be granted. If on the other hand it is found that there are certain visible defects to be removed the certificate to be granted by Engineer-in-Charge shall specifically mention the details of the visible defects along with the estimate of the cost for removing these defects. The final certificate of completion of work shall be given after the visible defects pointed out above have been removed.

CLAUSE 7: PAYMENT ON INTERMEDIATE CERTIFICATE TO BE RELEASED AS ADVANCE.

No payments shall be made for works estimated to cost less than rupees twenty thousand till after the whole of the works shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than Rupees Twenty thousand, Contractor shall on submitting the bill thereof be entitled to receive a monthly payment proportion etc. to the part thereof then approved and passed by the Engineer-in-Charge whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the Contractor. But all such intermediate payments shall be regarded as payments by way of advance against the final payments only and not as payments for work actually done and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed, or re-erected, or it shall not be considered as an admission of the due performance of the contract or any part thereof in any way in respect of the accruing of any claim nor shall it conclude, determine or affect in any way the powers of the Engineer-in-Charge under these conditions or any of them as to the settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract.

The final bill shall be submitted by the Contractor within one month of the date fixed for completion of the work or on the date of the certificates of completion furnished by the DMIC IITGNL and payment shall be made within three months of the submission of such bills if the amount of the contract plus that of the additional items is upto Rs. 2 lacs and six months if the same exceeds Rs. 2 lacs. If there shall be any dispute about any item or items of the work, then or six months or as the case may be. The Contractor shall submit a list of the disputed items within 30 days from the disallowance thereof and if he fails to do so, his claim shall be deemed to have fully waived and absolutely extinguished.

CLAUSE 8: BILL TO BE SUBMITTED MONTHLY

A bill shall be submitted by the Contractor each month on or before date fixed by the Engineer-in-Charge for all works executed in the previous months and the Engineer-in-Charge shall take or cause to be taken the requisite measurement for the purposes of having the same verified, and the claim as far as admissible, adjusted, if possible, before the expiry of ten days from the presentation of the bill. If the Contractor does not submit the bill within the time fixed as aforesaid the Engineer-in-Charge get the said work measured up on the presence of the Contractor whose counter signature to the measurement list will be sufficient warrant, and the Engineer-in-Charge may prepare a bill from such list which shall be binding on the Contractor in all respects.

CLAUSE 9: CONTRACTOR TO BE GIVEN ONE WEEK TIME TO FILE OBJECTION TO THE MEASUREMENTS RECORDED BY THE DEPARTMENT

Before taking any measurements of any work as referred to in Clauses 6.7 and 8 hereof the Engineer-in-Charge or a subordinate deputed by him shall give reasonable notice to the Contractor. If the Contractor fails to attend at the time of measurements after such notice or fails to countersign or to record the different within one week from the date of measurement in the manner required by the Engineer-in-Charge then and in any such event the measurement taken by the Engineer-in-Charge or by the subordinate deputed by him as the case may be shall notwithstanding the provision in Clause-8 be final and binding on the Contractor and the Contractor shall have no right to dispute the same.

CLAUSE 10: BILL TO BE ON PRINTED FORM

The contractor shall submit all bills on the printed forms to be had on applications at the office of the Engineer-in-Charge and the charges in the bills shall always be entered at the rates specified in the tender or in case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the tender at the rates there in after provided for such work.

CLAUSE 11: STORES SUPPLIED BY DMIC IITGNL

If the specification or estimate of work provides for the use any special description of materials to be supplied by the Engineer-in-Charge or if it required that the Contractor shall use certain stores to be provided by the Engineer-in-Charge (such materials and stores & the prices to be charged therefore as hereinafter mentioned being so far as practicable for convenience of the Contractor, but not so as in any way to control the meaning or effect of this contract, specified in the Schedule or memorandum hereto annexed) the Contractor shall be supplied with such materials and stores as are required from time to time be used by him for the purpose of the contract only, and the value of the full quantity of materials and stores so supplied at the rates specified in the said schedule or memorandum may be set off or deducted from any sums then due, or thereafter to become due to the Contractor under contract or otherwise or from the security deposit or the proceeds of sale thereof if the same is held in Government securities, the same or a sufficient portion thereof being in this case sold for the purpose. It shall be the responsibility of the Contractor to ascertain from time to time from the Engineer-in-Charge about the position for the availability of the materials as aforementioned and any delay on the part of the Engineer-in-Charge to arrange supplies of the same shall not entitle the Contractor to any compensation but in the event of all such delays the Contractor shall be granted reasonable extension of time. All materials supplied to the Contractor are the property of the Contractor but shall not on any account be removed from the site of the work except with the written permission of the Engineer-in-Charge or under his order shall at all times be open to inspection by the Engineer-in-Charge. Any such material unused and in perfectly good condition at the time of the incompleteness or determination of the contract may, by special arrangement be taken over by DMIC IITGNL at the prevailing market rates if required for use on other works in progress provided that the price allowance shall not exceed the amount charged to the Contractor.

CLAUSE 12: WORK TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATIONS, DRAWINGS, INSTRUCTIONS ORDERS ETC.

The Contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner and both as regards material and otherwise in every respect in strict accordance with the specifications. The Contractor shall also confirm exactly, fully and faithfully to the designs drawings and instructions in writing relating to the work signed by the Engineer-in-Charge and lodged in his office, and to which the Contractor shall be entitled to have access to such office for the purpose of inspecting during office hours, and the Contractor shall be furnished free of charge one copy of the specifications and of all such designs, drawings and instructions as are not included in the detailed.

CPWD specifications for buildings and roads enforced from time to time or any other printed publications on general specifications or ISI specifications referred to elsewhere in the contract.

CLAUSE 13: ALTERATION IN SPECIFICATIONS AND DESIGN

The Engineer-in-Charge shall have power to make any alteration in, omissions from, additions to, or substitutions for, the original specifications, drawings, designs instructions that may appear to him to be necessary during the progress of the work and the Contractors shall carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substituted work which the Contractor may be directed to do in the manner above specified as part of the work shall be carried out by the Contractor on the same conditions in all respects in which he agreed to do the main work.

Extension of Time to Consequence of Alterations

The time for the completion of the work shall be extended in the proportion the altered additional or substituted work bears to the original contract work and the certificate of the Engineer-in-Charge shall be conclusive as to such proportion. Over and above this, a further period to the extent of 25 percent of the time so extended may be allowed to the Contractor.

The rate for such additional, altered, or substituted work under this Clause shall be worked out in accordance with the following provisions in their respective order:

- i) If the rates for the additional, altered or substituted works are specified in the contract for the work, the Contractor is bound to carry out the additional, altered, or substituted work at the same rates as are specified in the contract for the work.
- ii) If the rate for the additional, altered or substituted works are not specifically provided in the contract for the work, the rates will be derived from the rates for similar class of work as are specified in the contract for the work.
- iii) If the altered, additional or substituted work includes any work for which no rates are specified in the contract for the work nor can be derived from the similar class of work in the contract, then such work shall be carried out at the rates entered in the SOR UPPWD/DSR-2023 minus/plus percentage which the total tendered amount bears to the estimated cost of the entire work put to tender.
- iv) If the rates for the altered, additional, or substituted work cannot be determined in the manner specified in such Clauses (i) to (iii) above then the rates for such work shall be worked out on the basis of the DSR specified above minus/plus the percentage with the total tendered amount bears to the estimated cost of the entire work put to tender provided always that if the rate for a particular part or parts of the item is not in the Schedule of Rates the rate for such part or parts will be determined by the officer accepting the contract on behalf of DMIC IITGNL or Engineer-in-Charge on the basis of the prevailing market rates when the work was done.
- v) If the rates for the altered, additional or substituted work cannot be determined in the manner specified in Sub-Clauses (i) to (iv) above the Contractor shall within 7 days of the date of receipt of the order to carry out the work, inform the officer accepting the contract on behalf of the DMIC IITGNL or Engineer-in-Charge of the rate which is his intention to charge for such class of work supported by analysis of the rates claimed and the General Manager (Projects)/ Manager shall determine the rate or rates on the basis of the prevailing market rates and pay the Contractor accordingly. However the officer accepting the contract on behalf of the DMIC IITGNL or Engineer-in-Charge by the notice in writing will be at liberty to cancel his order to carry out such class of work and arrange to carry out in such manner as he may consider advisable but under no circumstances, the Contractor shall suspend the work on the plea of non-settlement of rates of items failing under the Clause.

CLAUSE 14: NO COMPENSATION FOR ALTERNATION OR RESTRICTION WORK TO BE CARRIED OUT.

If, at any time, after the commencement of the work the DMIC IITGNL or the General Manager (Proj.) decide to abandon or reduce the scope of works for any reason whatsoever and hence or any part of work not require the whole or any part of works as specified in the tender to be carried out, the Engineer-in-Charge shall give notice in writing of the fact to the Contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alternations have been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated nor shall he have any claim to compensation by reason of his having purchased or procured materials with a view to execution of the work or the performance of the contract. But the Engineer-in-Charge shall have the option either to take over the materials at site, of approved quality and not in excess of the requirements of the work and to pay to Contractor the actual cost thereof the amount of which cost a certificate by the Engineer-in-Charge shall be binding on the Contractor. In the event of this option not being exercised the Contractor may submit to the Engineer-in-Charge within one month of the date of the order closing down the work detailed statement of the loss that the estimates he will sustain by removing selling or otherwise disposing of the materials. The estimate will be forwarded to the General Manager (Proj.) who will decide what sum, if any, should as a matter of grace be paid to the Contractor to compensate him for the loss suffered by him and the decision of General Manager (Projects) shall be final and binding on the Contractor.

CLAUSE 15: ACTION AND COMPENSATION PAYABLE IN CASE OF BAD WORK

If, it shall appear to the Engineer-in-Charge or his subordinate-in-Charge of the work that any work has been executed with unsound, imperfect or unskilled workmanship or with materials of any inferior description or that any material or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract, the Contractor shall on demand in writing from the Engineer-in-Charge specifying the work, materials articles complained/of notwithstanding that same may have

been inadvertently passed, certified and paid for forthwith rectify or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be remove the materials at his own proper charge and cost, and in the event of his failing to do so within a period to be specified by the Engineer-in-Charge in his demand aforesaid then the Contractor shall be liable to pay compensation at the same rate as under Clause-2 of the contract for this default also, while his failure to do so shall continue, and in the case of such failure the Engineer-in-Charge may rectify or remove and re-execute the work or remove and replace with others the materials or articles complained of as the case may be at the risk and expense in all respects of the Contractor.

CLAUSE 16: ACCEPTANCE OF SUBSTANDARD WORK AND CAUSING TECHNICAL EXAMINATION OF WORK.

DMIC IITGNL shall have the right to accept at reduce rate, substandard or defective work and to cause and audit and technical examination of the works and the running and final bills of the Contractor including all supporting vouchers abstracts etc. to be made before or after the payment of the final bills and if as a result of such acceptance of substandard or defective work, audit and technical examination any sum is found to have been over paid in respect of any work done by the Contractor under the contract or any work claimed to have been done by him under the contract, but found not to have been actually executed the Contractor shall be liable to refund the amount of the over payment and that shall be lawful for DMIC IITGNL to recover the same from him in the manner prescribed in Clause (1) above or in any other manner legally permissible, and if it is found that the Contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment may be duly paid by DMIC IITGNL to the Contractor.

Provided that the substandard or defective work accepted is not considered to be seriously defective by the Engineer-in-Charge and the rate of the work so accepted is suitably reduced by him to compensate the DMIC IITGNL and such reduction is binding on the Contractor.

CLAUSE 17: WORK TO BE OPEN TO INSPECTION CONTRACTOR OR RESPONSIBLE AGENT TO BE PRESENT.

All works under or in the course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-Charge and his subordinate and the Contractor shall at all times during the usual working hours and at all other time at which reasonable notice of intention of the Engineer-in-Charge or his subordinate to visit the works shall have been given to the Contractor either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose (orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the Contractor himself).

DMIC IITGNL as to any matter as to which under these conditions he is entitled to be satisfied or which he is entitled to be satisfied or which he is entitled to require together with carriage therefore to and from the work. The Contractor shall also supply without charge the requisite number of persons with the means and materials also necessary for the Purpose of setting to works and counting, weighing and assorting in the measurements or examination at any time and from time to time the work of materials. Failing his, so doing, the same may be provided by the DMIC IITGNL at the expense of the Contractor and the expenses may be deducted from the money due to the Contractor under the contract or from his security deposit or the proceeds of sale thereof or a sufficient portion thereof.

CLAUSE 18: NOTICE TO BE GIVEN BEFORE WORK IS COVERED UP.

The Contractor shall give not less than five days' notice in writing to the Engineer-in-Charge or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of the measurement any work in order that the same may be measured and correct dimension thereof be taken before the same is so covered up or placed beyond the reach of the measurement and shall not cover up or placed beyond the reach measurement and work without the consent in writing of the Engineer-in-Charge or his subordinate-in-Charge of the work, and if any work, and shall be covered up or place beyond the reach of measurement without such notice having been given or consent obtained the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

CLAUSE 19: CONTRACTOR LIABLE FOR DAMAGE DONE & FOR IMPERFECTIONS FOR TWENTY-FOUR MONTHS/ TWO YEARS AFTER CERTIFICATES.

If, the Contractor or his work people or servants shall break, deface, injure or destroy any part of a building, road, fence, enclosure or grass land or cultivated ground contiguous to the premises on which the work or any part thereof is being executed, or if any damage shall happen to the work while in progress from any case whatsoever, or any defect shrinkage or other faults appear if it within TWENTY FOUR MONTHS/TWO YEARS after a certificate final or otherwise of its completion shall have been given by the Engineer-in-Charge as aforesaid the Contractor shall make the same good at his own expense or in default the Engineer-in-Charge may cause the same to be made good by other workmen and deduct the expense of which the certificate of the Engineer-in-Charge shall be final from any sums that may then or at any time thereafter become due to the Contractor or from his security deposit or the proceeds of sale thereof a sufficient portion thereof or any other manner legally permissible.

CLAUSE 20: CONTRACTOR TO SUPPLY PLANT LADDERS SCAFFOLDING ETC.

The Contractor shall provide at his own cost all materials (except such special materials if any as may in accordance with the contract be supplied from the Engineer-in-Charge's stores) plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works requisite for the proper execution of the work.

CLAUSE 20(A): DAMAGES ARISING FROM NON-PROVISION OF LIGHT FENCING ETC.

The Contractor shall also provide all necessary fencing, lights required to protect the public from accident, and shall be bound to bear the expenses of defences of every suit, action or other proceedings at law what may be brought by any person for injury sustained owing to neglect of the above precautions, and to any such person, or which may with the consent of the Contractor be paid to Compromise any claim by any such person. If any equipment is issued departmentally, rent will be recovered from the Contractor's bills at current rates fixed by the General Manager (Projects) terms of such issue to be ascertained by the Contractor from the Engineer-in-Charge in writing in advance.

CLAUSE 21: WORK NOT TO BE SUBLET.

The contract shall not be assigned or sublet without the written approval of the officer accepting the contract on behalf of the DMIC IITGNL and if the Contractor shall sign to sublet his contract or attempt so to do, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempts so to do, or if any bribe, gratuity, gift, load perquisite, reward or advantage pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any public officer or person in the employ of DMIC IITGNL in any way relating to his officer or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract, the officer accepting the contract on behalf of the DMIC IITGNL or may thereupon by notice in writing rescind the Contract and the security deposit of the Contractor shall thereupon stand forfeited and be absolutely at the disposal of DMIC IITGNL and the same consequence shall ensue as if the contract had been rescind under Clause-3 hereof, and in addition the Contractor shall not be entitled to recover or be paid for any work thereto or actually performed under the contract.

CLAUSE 22:

The Contractor shall not for the execution of the work employ any labour under 12 years of age and within the limits of any cantonment, any female labourer. For every breach of this Clause the Contractor shall be liable to pay by way of liquidated damages such sum not exceeding fifty rupees as the Engineer-in-Charge may fix, and the Engineer-in-Charge may recover such sum by deduction from and sums which may be due or may at any time, thereafter, become due to the Contractor.

CLAUSE 23:

- a) The Contractor shall pay to his labourers a fair wage and supply every labourer employed by him with a wage card on which the rate of wage, the attendance and payments will be entered.
- b) The Contractor he commences work shall paste in a conspicuous place of the work a notice giving the rates of wages which shall not be less than the minimum wages applicable and where no minimum wage are

applicable the ways will be such as may be certified as fair wages by the Engineer-in-Charge and shall send a copy of the notice to the Engineer-in-Charge.

CLAUSE - 24:

All statutory provisions shall bind the Contractor with regard to the period for which wages shall be paid and deduction from wages.

CLAUSE 25:

The Contractor shall comply with all labour laws as applicable at the site of the work.

CLAUSE 26:

In respect of all labour directly or indirectly employed in the works for the performance of the Contractor's part of this agreement the Contractor shall comply with or cause to be complied with all the directions issued by DMIC IITGNL from time to time for the protection of health and sanitary arrangements for workers employed by the departments for workers employed by the department and its Contractor.

CLAUSE 27: MATERNITY BENEFIT RULES FOR FEMALE WORKERS EMPLOYED BY CONTRACTORS

Leave and pay during leave of all labour employed by the Contractor shall be regulated as follows:

1) Leave

- i. In case of delivery, maternity leave not exceeding 8 weeks, 4 weeks up to and including the day of delivery and 4 weeks following that day.
- ii. In the case of miscarriage upto 3 weeks from the date of miscarriage. In case of delivery-leave pay during maternity leave will be at the rate of Women's average daily earning calculated on the total wages earned on the days when full time work done during a period of 3 months immediately preceding the date on which she gives notice that she expects to be confined or at rate of seventy-five paise a day whichever is greater.
- iii. In the case of miscarriage leave pay the rates of average daily earning calculated on the total wages earned on the day when full time work was done during a period of three months immediately preceding the date of such miscarriage.
- iv. Conditions for the grant of maternity leave: No maternity leave benefit shall be admissible to woman unless she has/ shall be employed for a total period not less than 6 months immediately preceding the date on which she proceeds on leave.

In the event of the Contractor committing a default or breach of any of the provisions of the DMIC IITGNL's directions to Contractor for the protection of health and sanitary arrangements for the workers or furnishing any information of health and sanitary arrangements for the workers or furnishing any information or submitting materially incorrect, the Contractor shall without prejudice to any other liability pay to DMIC IITGNL a sum not exceeding 50/- [for every default or breach and in the event of the Contractor defaulting for each day or default subject to a maximum of 5% of the tendered cost of the work. The decision of the Engineer-in-Charge shall be final and binding on the parties.

Should it appear to the Engineer-in-Charge that the Contractor is not properly observing and complying with the said directions for the protection of health and sanitary arrangements for work people employed by the Contractor (herein referred as the said directions) the Engineer-in-Charge shall have power to give notice in writing to the Contractor requiring that the said directions be complied with and the amenities prescribed there in the notice. If the Contractor fails-within the period specified in the notice to comply with and observe the said direction and to provide the amenities to the work people as aforesaid, the mentioned at the cost of the Contractor. The Contractor shall erect, make and maintain at his expense and according to approved standards all necessary huts and sanitary arrangements required for his work people on the site in connection with the execution of the work and if the same shall not have been erected or constructed, according to the approved standards the Engineer-in-Charge shall and sanitary arrangements be remodelled and/or reconstructed according to approved standards) and if the Contractor fails to remodel or reconstruct such huts and sanitary arrangements according to the approved standards within the period specified in the notice, the Engineer-in-Charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the Contractor.

CLAUSE 28:

The Contractor shall at his own cost provide his labour with number of huts (herein after referred to as the camp) of the following specification on a suitable plot of land to be approved by the Engineer-in-Charge.

- 1(a) The minimum height of each hut at the eye level shall be 7 feet and floor area to be provided will be at the rate of 30 Sq. feet for each member of the workers' family staying with the labourer.
- 1(b) The contract shall in addition construct suitable cooking place having a minimum area 6'x5' adjacent to the hut for each family.
- 1(c) The Contractor shall also construct temporary latrines and urinals for the use of the labourers, each on the scale of not less than four each per one hundred of the total strength latrines and urinals being provided separately for women.
- 1(d) The Contractor shall construct sufficient number of bathing and washing places one unit for every 25 persons residing in the camp. These bathing and washing places shall be suitably screened.

- 2(a) All the huts shall have walls of sun-dried bricks laid in mud mortar or other suitable local materials as may be approved by the Engineer-in-Charge. In case of sun-dried bricks, the wall should be plastered with mud gobi on both sides. The floor may be kutchra but plastered with mud gobi and shall be at least 6" above the surrounding ground. The roofs shall be laid with thatched, or any other material as may be approved by the Engineer-in-Charge and the Contractor shall ensure that throughout the period of their occupation the roofs remain watertight.
- 2(b) The Contractor shall provide each hut with proper ventilation.
- 2(c) All doors' windows and ventilators shall be provided with suitable leaves for security purposes.
- 2(d) There shall be kept an open space of at least 7 yards between the rows of huts, approval of the Engineer-in-Charge back-to-back construction will be allowed.

3. Water Supply
The Contractor shall provide adequate supply of water for the use of labourer. The provisions shall not be less than 2 gallons of pure and wholesome water per head per day for drinking purposes and 3 gallons of clean water per head for bathing and washing purposes. Where pipe water supply is available, the supply shall be at stand posts and where the supply is from wells or river, tanks that may be of metal or masonry shall be provided. The Contractor shall also, at his own cost, make arrangements for laying pipelines for water supply to his labour camp from the existing main where available and shall pay all fees and charges, therefore.
4. The site selected for the camp shall be high grounds, removed from jungle.
5. Disposal of excreta
The Contractor shall make necessary arrangement for the disposal of excreta from the latrines by trenching or incineration, which shall be according to the requirements laid down by the Local Health. Authorities. If trenching or incineration is not allowed, the Contractor shall make arrangement for the removal of excreta through the Municipal Committee/Authority and inform about the number of labourers employed so that arrangement may be such Committee/Authority for the removal of excreta. All charges on this account shall be borne by the Contractor and paid direct by him to municipality authority. The Contractor shall provide one sweeper for every eight seats in case of dry system.
6. Drainage
The Contractor shall provide efficient arrangements for draining away sullage water so as to keep the camp neat and tidy.
7. The Contractor shall make necessary arrangements keeping the camp area sufficiently lighted to avoid and accident to the worker.
8. Sanitation
The Contractor shall make arrangements for conservancy and sanitation in the labour camp according to the rules of the Local Public Health and Medical Authorities.

CLAUSE 29: SUM PAYABLE BY WAY OF COMPENSATION TO BE CONSIDERED AS REASONABLE COMPENSATION WITHOUT REFERENCE TO ACTUAL.

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of DMIC IITGNL without reference to the actual loss or damages sustained and whether or not any damage shall have been sustained.

CLAUSE 30: CHANGE IN CONSTITUTION OF FIRM

In the case of tender by partners any change that constitution of the firm shall be forthwith notified by the Contractor the Engineer-in-Charge for his information.

CLAUSE 31: WORKS TO BE UNDER DIRECTION OF ENGINEER-IN-CHARGE

All works to be executed under the direction and subject to the approval in all respects of the Engineer-in-Charge for the time being who shall be entitled to direct at what point or points in what manner they are to be commenced and from time to time carried on.

CLAUSE 32: PROTESTS/DISPUTES AND ARBITRATION

- a. If the Contractor considers any work demanded of him to be outside the requirements of contract or considers any record or ruling of the Engineer-in-Charge or of his subordinates to be unfair, he shall immediately upon such work being demanded or such record or ruling being made ask in writing for written instructions or decisions, where upon he shall proceed without delay to perform the work or confirm to the procedure or ruling and within twenty days after date of receipt of the written instructions or decision he shall file a written protest with the Engineer-in-Charge stating clearly in detail the basis of his objections, Except for such protest or objections as are made on record in the manner herein specified, and within the time limit, stated, the recorded rulings instructions of decisions of the Engineer-in-Charge shall be final and conclusive. Instructions or decisions of Engineer-in-Charge contained in letters transmitting drawing to the Contractor shall be considered as written instructions or decisions subject to protest or objection as wherein provided.
- b. If the Contractor is dissatisfied with the final decision of Engineer-in-Charge in pursuance of Clause 32(a) the Contractor may within twenty-eight days after receiving notice of such decision give notice in writing requiring that the matter be submitted to arbitration and furnishing detailed particulars of the dispute or difference specifying clearly the point at the issue. If the Contractor fails to give such notice within the period of Twenty days is stipulated above the decision of Engineer-in-Charge/DMIC IITGNL shall be conclusive and binding on the Contractor.

CLAUSE 33: ARBITRATOR

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and to the quality of workmanship or materials used on the work or as to any other question claim right or rates for extra items sanctioned and decided or not by the competent authority under the conditions of this contact, designs, drawings, specifications, estimates instructions or order on these conditions or otherwise concerning the work or the executive or failure to execute the same whether arising during the progress of the work or after the person or person appointed by the Chief Executive Officer, DMIC IITGNL. It will be no objection to any such appointment that the matter to which contract relates and that in the course of his duties as DMIC IITGNL servant, he had expressed views on all or any of the matters in dispute or differences. The arbitrator to whom the matter is originally or subsequently referred being incapacitated to act the Chief Executive Officer of the DMIC IITGNL shall appoint another person to act as arbitrator in accordance with the term of contract. It is also a term of his contract that no person other than a person appointed by the Chief-Executed Officer of the DMIC IITGNL as aforesaid/shall act as arbitrator and if for any reason, that is not possible, the matter is not to be referred to the arbitration at all. The arbitrator(s) may from time to time with consent of the parties enlarge the time for making and publishing the award.

Subject as aforesaid the provisions of the Arbitration Act. 1940 or any statutory modification or re-enactment thereafter and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.

CLAUSE 34: ACTION WHERE NO SPECIFICATION IS GIVEN.

In the case of any class of work for which there is no specification in the contract. Such work shall be carried out in accordance with the detailed CPWD/ISI specification/MOST specifications and in the event of there being no detailed specifications for the same work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge.

CLAUSE 35: CONTRACTOR'S PERCENTAGE

The addition and deduction on account of the percentage referred to a page of the accepted tender will be calculated on the gross and not the net amounts of bills for work done.

1. In every case in which by virtue of the provisions of section 12 Sub-section (i) of the Workmen Compensation Act 1923. DMIC IITGNL is obliged to pay compensation to a workman employed by the Contractor or by any Sub-Contractor from him in the execution of the said work, DMIC IITGNL will recover from the Contractor the amount of the compensation so paid and without prejudice to the rights of DMIC IITGNL under section 12 Sub-section (2) of the said Act. DMIC IITGNL shall be at liberty to recover such amount or any part thereof by deducting it either from the security deposited by the Contractor to his credit under Clause (1) of these conditions or from any other sum due to DMIC IITGNL from the Contractor whether under this contract or otherwise.
2. DMIC IITGNL, shall not be bound to contest any claim made against it, under section 12 sub-section (1) of the said Act except on the written request of the Contractor and upon his giving to DMIC IITGNL full security for all costs for which DMIC IITGNL might become liable in consequence of contesting the claim.

CLAUSE 36:

No bricks for use on the work shall be manufactured within the limits of a Municipality or Cantonment or Notified Area or within half a mile of the site of work. Any brick so manufactured may be rejected by the Engineer-in-charge.

CLAUSE 37:

No earth for filling or for any other purpose, shall be excavated within half a mile of the site of work except with the written permission of the Engineer-in-charge and then only on condition that the area in which such excavation is made shall be levelled and dressed by the Contractor at his own expense in accordance with the instructions of the Engineer-in-Charge and in such a manner as to prevent the formation of pools of stagnant water.

If the Contractor fails to comply with this condition, the Engineer-in-Charge may cause the ground to be levelled and dressed by other workmen and deduct expense (of which the certificate of the Engineer-in-Charge shall be final) from any sums which may be or may at any time thereafter become due to the Contractor or from his security deposit or from the proceeds of sale thereof.

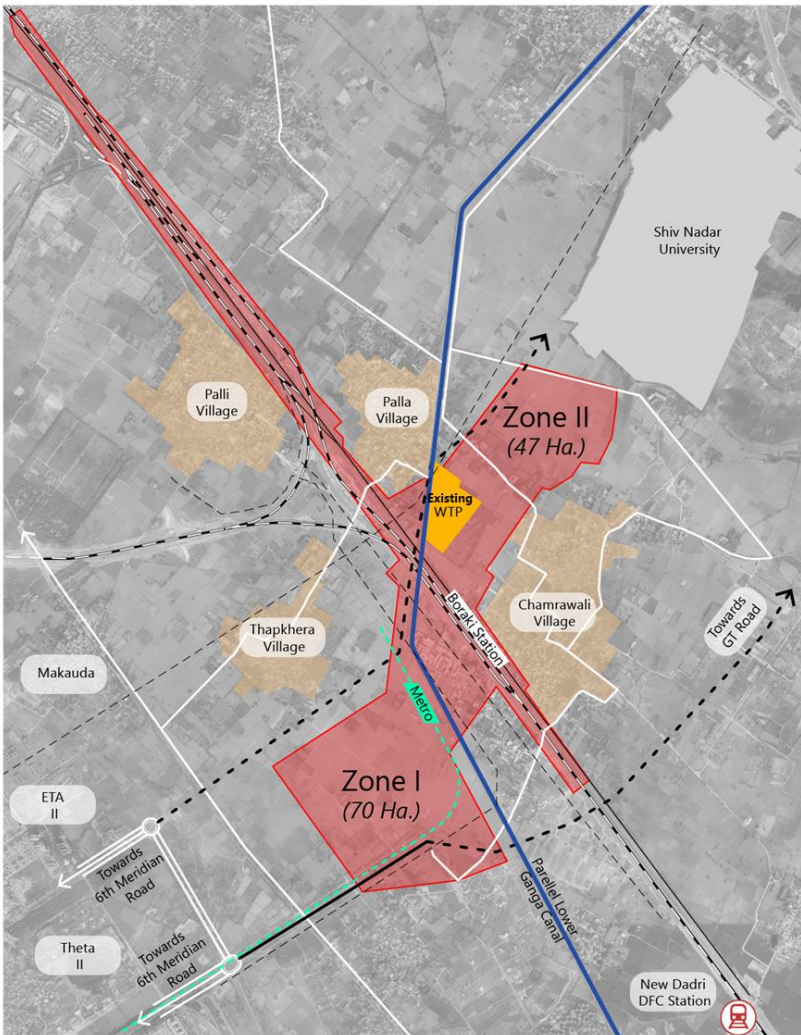
CLAUSE 38:

Without prejudice to any other remedy provided by law the DMIC IITGNL shall recover all dues here from the Contractor as arrears of land revenues.

SCOPE OF WORKS

MMTH Site

The total site area for the project is 145 hectares, and it is divided into two main zones: Zone - I, and Zone - II with an additional Coach Maintenance Yard. Zone - I is designated for the Integrated State Bus Terminal (ISBT)/ Logistics Base Terminal (LBT), Mass Rapid Transit System (MRTS), and Commercial & Retail establishments. Zone II, on the other hand, is allocated for the Railway Station, along with Commercial & Retail facilities. The site strategically positions itself between the Integrated Industrial Township (IIT) spanning about 747.5 hectares and the Multimodal Logistics Hub (MMLH) covering about 446 hectares. Serving as an integrated node between the Western Dedicated Freight Corridor (WDFC) and the Eastern Dedicated Freight Corridor (EDFC), the site is complemented by the presence of the ISBT, LBT, and MRTS. The Boraki Railway Station lies to the west, IITGNL to the south-east, Greater Noida area to the south, NH-9 towards the northwest, and Ansal Hi-tech City and Knowledge Park-I on the western side. Additionally, the New Dadri DFC Station and the Metro Depot Station contribute to the overall connectivity and accessibility of the site.



Details of Boundary Wall:

- Barbed wire fencing mounted on cast in situ precast post of 1,189 m;
- Precast boundary wall of 4,863m with precast footing, column and panel with provision of barbed wire fencing mounted on top of wall.
- Total Length of the Wall is 6,052 m as marked in the attached drawings.

SPECIFICATIONS

- A. All works shall be carried out strictly in accordance with the DSR 2023 with cost index of Gautam Buddha Nagar of PWD and CPWD specification 2019 along with detailed technical specification provided in the tender. In case of any discrepancy, decision of the engineer-in-charge shall be final and binding to the contractor and in no case the contractor will claim any extra for the same.
- B. Relevant ISI/IRC standards for work not covered under Clause (a), in such case the work shall be executed according to standard engineering practice.
- C. Non-ISI material may be used only after the approval of the engineer-in-charge, in case of ISI marked material is not available or otherwise specified in the nomenclature of the item given in BoQ of the tender document.
- D. Wherever a reference to any Indian standard appears in the specifications, it shall be taken to mean as a reference to the latest edition of the same in force on the date of publication of tender.
- E. In "Mode of Measurement" in the specification wherever a dispute arises in the absence of specific mention of a particular point or aspect, the provisions on this particular point or aspects in the relevant Indian Standards shall be referred to.
- F. No collection of materials shall be made before it is got approved from the engineer- in-charge. Collection of approved materials shall be done at site of work in a systematic manner. Materials shall be stored in such a manner as to prevent damage deterioration or intrusion of foreign matter and to ensure the preservation of their quality and fitness for the work.
- G. Materials, if and when rejected by the Engineer-in-Charge, shall be immediately removed from the site of work.
- H. All work shall be carried out in a workman like manner as per the best techniques for the particular item.
- I. All tools, templates, machineries, and equipment's for correct execution of the work for checking lines, levels, alignment of the works during execution shall be kept in sufficient numbers and in good working condition on the site of work.

DRAWINGS

