



AI ENGINEERING SERVICES LIMITED
PROPERTIES & FACILITIES DIVISION
ENGINEERING DEPARTMENT

Name of Work: Carrying out Repairs and renovation to Engine Storage area shed in Engineering premises AIESL, OAP, Santacruz East, Mumbai-29

(Standard Bid Document)

Website:

<https://www.aiesl.in/Tender.aspx>

**Address : PFD/ENGG, AI Engineering Services Ltd.,
Old Airport, Santa Cruz (E), Mumbai-29**



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SECTION 1

TENDER NOTICE

TENDERING SUBMISSION PROCESS



AI Engineering Services Limited

TENDER NOTICE

Sub: Repairs to Engine Storage area shed in Engineering premises AIESL, OAP, Santacruz East, Mumbai-29

The AI Engineering Services Limited invites tender to appoint Contractor for the above mentioned work from contractors of repute, multidisciplinary engineering organizations i.e. eminent firm, Proprietary/Partnership Firms/ Private Limited Companies/Public Limited Companies/Companies registered under the Indian companies' act 2013, the contractors registered with Central or State Government/Semi Govt. Organization/Central or State Public Sector Undertakings will be allowed to participate for PRE-QUALIFICATION of the said tender.

PROCEDURE FOR SUBMITTING OF TENDER

The submission of the tender for the specified work must be done in two sealed covers. Bidders are requested to provide a written "Acceptance Letter" or "Regret Letter" in duplicate along with the tender. This letter should clearly indicate their unconditional acceptance of all the Tender Terms & Conditions outlined by AI Engineering Services Limited. Additionally, bidders are required to provide an undertaking regarding Goods and Services Tax ("GST").

“Cover No. 1” super scribed “Acceptance of AI Engineering services Limited Tender Conditions regarding Tender for..... (As per the subject of the tender)and bearing on the bottom left corner the name of Bidder will contain the following:

1. Receipt of Earnest Money Deposit/Demand Draft/ bank Guarantee.
2. **Full Tender document duly signed by the bidder except “Schedule of Quantities”.**
3. The firms registered with NSIC/ SSI (under its Single Point Registration Scheme)/Udyog Aadhar/MSME/Startup shall be exempted from the payment of earnest Money deposit provided they are registered for the services that they intend to quote for and provide against the concerned AIESL Tender. Such firms are required to provide an attested copy of the Certificate of Registration with NSIC / SSI/Udyog Aadhar/MSME/Startup. Benefits would be given to MSME as per GoI guidelines prevailing on the date of opening the tender. Similarly, Startup will be provided concessions as per prevalent GoI guidelines.
4. Deviations if any.
5. Undertaking as given
6. Additional Condition.
7. Declaration.

COVER NO. 1 SHALL NOT CONTAIN ANY OTHER DOCUMENTS



“Cover No. 2” to be submitted under separate sealed cover will contain only the **“SCHEDULE OF QUANTITIES”**(As per the subject of the tender)..... and bearing on the bottom left corner the name of the bidder.

COVER NO. 2 SHALL NOT CONTAIN ANY OTHER DOCUMENTS

Both the seal Cover No. 1 & 2 shall be properly pinned together and submitted. Tenders will be opened in the presence of any intending bidders who may wish to be present at the time on the date and at the place indicated. Only the sealed Cover No. 1 shall be opened first on day of tender opening. After scrutiny of Cover 1 Eligible tenderer will be informed about the opening of Cover 2 via email.

The offer from only those bidders, who have submitted Cover No. 1 - **Full Tender document duly signed by the bidder except “Schedule of Quantities”** and receipt of Earnest Money Deposit shall be considered valid and Cover No. 2 - Containing the **“SCHEDULE OF QUANTITIES”** for the subject work from such bidders only shall be opened.

Those bidders who do not fulfill the above requirements of Cover No. 1 or Cover no. 2 shall be rejected. The offers from those bidders, who are unable to unconditionally accept AI Engineering services Ltd. Standard Conditions of Contract, will also, be rejected.

The applicants may wish to visit the site under reference located at **“Repairs to Engine Storage area shed in Engineering premises AIESL, OAP, Santacruz East, Mumbai-29”** and can collect the information of the present status from the department who have invited the bids.

AI Engineering Services Limited reserves the rights to accept any of the application or reject any or all the application received for above works, without assigning any reasons thereof.



Tender Document Number	PFD/AIESL/74/2023-24/111 DATED: 29.05.2023
Name of Organization	AI Engineering Services Limited
Subject	Carrying out Repairs and renovation to Engine Storage area shed in Engineering premises AIESL, OAP, Santacruz East, Mumbai-29.
Cost of Tender	
Cost of Tender (Estimated Cost)	₹ 10,65,000/-
Bid Security Deposit/Earnest Money Deposit	₹ 21,300/-
Date of issue and sale of tender	30.05.2023 from 9:3000 Hours
Last date & time for sale of tender	20.06.2023 up to 12:00 Hours
Submission of cover 1 & 2	20.06.2023 up to 14:00 Hours
Opening of Cover 1	20.06.2023 a t 15:00 Hours
Opening of Cover 2	After scrutiny of Cover 1 Eligible tenderer will be informed about the opening of Cover 2 via email.
Address for communication	Office of the:- GM-ENGG, AI Engineering Services Ltd., Old Airport, Santa Cruz (E), Mumbai-29
Venue for opening of bid	PFD/ENGG, AI Engineering Services Ltd., Old Airport, Santa Cruz (E), Mumbai-29

This tender document is not transferable.

The AIESL reserves the rights to accept any of the application or reject any or all the application received for above subject without assigning any reason thereof.

The downloaded tender documents from website is only for reference purposes and not valid for submission.



SECTION 2

ELIGIBILITY CRITERIA



A) Technical Capacity

1) The tenderer(s) in their own name should have satisfactorily executed the work of similar nature in AIESL /Semi Govt. /Govt. & Public Sector Organizations during the last seven (07) years ending last day of month previous to the one in which bids are invited as a prime Contractor where the contract involved similar nature of work as described in the scope of work in this bid document, provided further that all other qualification criteria are satisfied.

a) Three similar completed works each of value not less than the value equal to **40%** of estimated cost put to tender.

Or

b) Two similar completed works each of value not less than the value equal to **50%** of estimated cost put to tender.

Or

c) One similar completed work of value equal and or not less than the **80%** of estimated cost put to tender

In case of ongoing works to be considered, the bidder must have received payment bills of 80% of the contract sum for the work/works executed lastday of month previous to the one in which bids are invited.

B. Financial Capacity:

Achieved an average annual financial turnover as certified by 'Chartered Accountant' (in all classes of civil engineering construction works only) equal to 30% of the estimated cost of work in last three (03) financial years immediately preceding the Financial Year in which bids are invited.

Note: The statement showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be attached along with certificates duly signed by the Engineer-in Charge, not below the rank of an Executive Engineer or equivalent.

Even though the bidders meet the above qualifying criteria, they are subject to be



disqualified if they have:

- Made misleading or false representation in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- Record for poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, or financial failures etc.

SIGNATURE OF ENGINEER-IN-CHARGE

Date :

Place :

SIGNATURE OF BIDDER WITH RUBBER STAMP



SECTION 3
DISCLAIMER



DISCLAIMER

The information contained in this Tender document or provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of the AI Engineering Services Limited, hereafter also referred as “The Authority”, or any of its employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this Tender and such other terms and conditions subject to which such information is provided.

Information provided in this Tender to the Applicant(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The AI Engineering Services Limited accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed here.

The AIESL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender or arising in any way with pre-qualification of Applicants for participation in the Bidding Process. The AI Engineering Services Limited also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this tender.

The AI Engineering Services Limited may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this tender.

The issue of this Tender does not imply that the AI Engineering Services Limited is bound to select and short-list pre-qualified Applications for Bid Stage or to appoint the selected Bidder or Concessionaire, as the case may be, for the Project and the AI Engineering Services Limited reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application including but not limited to



preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by The AI Engineering Services Limited or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain with the Applicant and the AI Engineering Services Limited shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Application, regardless of the conduct or outcome of the Bidding Process.



SECTION 4

Scope of work



Scope of Work:

The Scope of the works includes the following:

- Replacing damaged/old/rusted MS sheets of Roof shed by Metallic sheet.
- Carrying out repairs to damaged RCC structure and Internal plaster.
- Replacing damaged sheets of False ceiling.
- Providing PVC gutters & Down take pipes.



SECTION 5
INSTRUCTIONS TO APPLICANTS



Scope of Application The Authority wishes to receive Applications for Qualification in order to SELECT experienced and capable Applicants for the Bid Stage.

Eligibility of Applicants: AIESL invites tender to appoint Contractor for the mentioned work from contractors of repute, multidisciplinary engineering organizations i.e. eminent firm, Proprietary/Partnership Firms/ Private Limited Companies/ Public Limited Companies/Companies registered under Central or State Government/Semi Govt. Organization/Central or State Public Sector.

To be eligible for pre-qualification and short-listing, an Applicant shall fulfill the following conditions of eligibility:

A) Technical Capacity The tenderer(s) in their own name should have satisfactorily executed the work of similar nature in Semi Govt. /Govt. & Public Sector Organizations in during last seven (07) years ending last day of month previous to the one in which bids are invited as a prime Contractor

a) Three similar completed works each of value not less than the value equal to 30% of estimated cost put to tender

OR

b) Two similar completed works each of value not less than the value equal to 50% of estimated cost put to tender.

OR

c) One similar completed work of value equal and or not less than the 40% of estimated cost put to tender

B) Financial Capacity Achieved an average annual financial turnover as certified by 'Chartered Accountant' (in all classes of civil engineering construction works only) equal to 30% of the estimated cost of work in last three (3) financial years immediately preceding the Financial Year in which bids are invited. The value of executed works shall be brought to current costing level by enhancing the actual value of work at compound rate of 10 % per annum; calculated from the date of completion to last date of receipt of applications for tenders.

C) Equipment Capabilities as required for this work:

The successful bidder will make the arrangements of the required equipment on the day of commencement or with respect to the progress of the work in phases, as per the instructions of site in charge.

D) TIME PERIOD OF THE PROJECT

Entire project should be completed and delivered within **45 days** of time from the date of award of contract that **includes the Monsoon season**.

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 date on which the Letter of Acceptance is given to the Contractor. The work shall throughout the stipulated period of the Contract be proceeded with all due diligence as time being deemed to be the essence of the contract on the part of the Contractor. On failing to do so, the Contractor shall pay as compensation an amount which shall be governed by AIESL without reference to the actual loss or damage sustained and whether any damage has or has not been sustained.

“Timelines for the scope of work”.

¼ of the work in .. ¼ of the time

½ of the work in .. ½ of the time

¾ of the work in .. ¾ of the time

Full of the work in .. Full of the time

Full work will be completed in **45 days** including the monsoon season.

The programme for completion of work shall be a part of the Contract Document in the form of Bar Chart. The Contractor is supposed to carry out the work and keep the progress as per Bar Chart. The Contractor shall complete the work as per the Schedule given in the Contract and the programme submitted by the Contractor.

E) Contract Execution

All required documents for execution of the contract shall be submitted within 30 days from the date of issue of letter of acceptance. If the documents are not submitted within the stipulated time a penalty of Rs 500/- per day will be applicable to the contractor. All contract documents need to be duly affixed with stamp duty properly signed along with evidence/proof of payment of security/contract deposit/ within 30 days from the date of letter of acceptance received by him

- F) The amount of Security Deposit retained by the AIESL shall be released after expiry of period up to which the contractor has agreed to maintain the work in good order is over. In the event of the contractor failing or neglecting to complete the rectification work within the period up to which the contractor has agreed to maintain the work in good order, the amount of security deposit retained by AIESL shall be adjusted towards the excess cost incurred by the Department on rectification work.

G) Action when whole of security deposit is forfeited:

In any case in which under any Clause of this contract, the contractor shall have rendered himself liable to pay compensation amounting to the whole of this security deposit whether paid in one sum or deducted by installments or in the case of abandonment of the work owing to serious illness or death of the contractor or any other cause, the Engineer on behalf of the GM-Engineering-AIESL shall have power to adopt any of the following process, as he may deem best suited to the interest of AIESL –

- (a) To rescind the contract (for which recession notice in writing to the contractor under the head of Executive Engineer shall be conclusive evidence) and in that case, the security deposit of the contract shall stand forfeited and be absolutely at the disposal of AIESL.
- (b) To carry out the work or any part of the work departmentally debiting the contractor with the cost of the work, expenditure incurred on tools and plant, and charges on additional supervisory staff including the cost of work-charged establishment employed for getting the un-executed part of the work completed and crediting him with the value of the work done

departmentally in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Executive Engineer as to the costs and other allied expenses so incurred and as to the value of the work so done departmentally shall be final and conclusive against the contractor.

- (c) To order that the work of the contractor be measured up and to take such part thereof as shall be un-executed out of his hands, and to give it to another contractor to complete, in which case all expenses incurred on advertisement for hiring a new contracting agency, additional supervisory staff including the cost of work charged establishment and the cost of the work executed by the new contract agency will be debited to the contractor and the value of the work done or executed through the new contractor shall be credited to the contractor in all respects and in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Executive Engineer as to all the cost of the work and other expenses incurred as aforesaid for or in getting the un-executed work done by the new contractor and as to the value of the work so done shall be final and conclusive against the contractor.

In case the contract shall be rescinded under Clause (a) above, the contractor shall not be entitled to recover or be paid any sum for any work therefore actually performed by him under this contract unless and until the Executive Engineer shall have certified in writing the performance of such work and the amount payable to him in respect thereof and he shall only be entitled to be paid the amount so certified. In the event of either of the courses referred to in Clause (b) or (c) being adopted and the cost of the work executed departmentally or through a new contractor and other allied expenses exceeding the value of such work credited to the contractor's amount of excess shall be deducted from any money due to the contractor, by AIESL under the contract or otherwise, howsoever, or from his security deposit or the sale proceeds thereof provided, however, the contractor shall have no claim against AIESL even if the certified value of the work done departmentally or through a new contractor exceeds the certified cost of such work and allied expenses, provided always that whichever of the three courses mentioned in clauses (a), (b) or (c) is adopted by the Executive Engineer, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on account of or with a view to the execution of the work or the performance of the contract.



H) Contract may be rescinded and security deposit forfeited for bribing a public officer or if contractor becomes insolvent:

In the event that the contractor assigns or sublets their contracts, attempts to do so, becomes insolvent, commences any proceeding to be adjudicated insolvent, makes any composition with their creditors, or attempts to do so, or if any bribe, gratuity, gift, loan, perquisite, reward, or advantage, whether pecuniary or otherwise, is directly or indirectly given, promised, or offered by the contractor, their servants, or agents to any public officer or person employed by AI Engineering Services Limited (AIESL) in connection with their office or employment, or if any such officer or person becomes directly or indirectly interested in the contract, the Engineer In-charge shall have the right to rescind the contract by providing written notice. In such a case, the Security Deposit of the Contractor shall be forfeited and be at the absolute disposal of AIESL. The same consequences shall apply as if the contract had been rescinded under clause G. Furthermore, the contractor shall not be entitled to recover or receive payment for any work performed under the contract.

➤ **Submission of document for Pre-Qualification of tender**

The contractor shall submit certified copies of the following documents for Scrutiny of applications for pre-qualification tender procedures.

- a) Valid Bank Solvency Certificate of Minimum Solvency amount as governed by Rules in force for respective Class of Contractor for Civil works.
- b) A document in support of Registration under GST. Those not registered under GST shall submit an undertaking to the effect that if they are successful tenderer, they shall submit GST Certificate within 15 days of issue of work order, failing to which, payment for the work executed will not be released.
- c) Certified copies of valid 'PAN' documents and photographs of the individuals, owners, Karta of Hindu undivided Family, firms, private limited companies, registered co-operative societies, partners of partnership firms and at least two Directors, if number of Directors are more than two in case of Private Limited Companies, as the case may be. However, in case of Public Limited companies, Semi Government Undertakings, Government Undertakings, no 'PAN' documents will be insisted.
- d) The tenderer(s) in their own name should have satisfactorily executed the work of similar nature in AIESL /Semi Govt. /Govt. & Public Sector Organizations in during last seven (07) years ending last day of month previous to the one in which bids are invited as a prime Contractor where the contract had involved similar nature of work as described in the scope of works in this bid document, provided further that all other qualification criteria are satisfied.

- Three similar completed works each of value not less than the value equal to **30%** of estimated cost put to tender

Or

- Two similar completed works each of value not less than the value equal to **50%**

of estimated cost put to tender.

Or

- One similar completed work of value equal and or not less than the **80%** of estimated cost put to tender

In case of ongoing works to be considered, the bidder must have received payment bills of 80% of the contract sum for the work/works executed last day of month previous to the one in which bids are invited.

- e) Achieved an average annual financial turnover as certified by ‘Chartered Accountant’ (in all classes of civil engineering construction works only) equal to 30% of the estimated cost of work in last three (03) financial years immediately preceding the Financial Year in which bids are invited.

The bidders shall categorically provide their E-mail-ID.

NOTE:

- If the tenderer(s) withdraw tender offer during the tender validity period, his entire E.M.D shall be forfeited.
 - If it is found that the tenderer has not submitted required documents the shortfalls will be communicated to the tenderer through e-mail only and compliance required to be made within a time period of (03) three **working days** otherwise, they will be treated as non-responsive.
- a) Annual financial turnover Certificate for preceding three financial years as certified by Chartered Accountant preceding the Financial Year in which bids are invited. Copies of Applicants duly audited balance sheet and profit and loss account for the preceding three financial years preceding the Financial Year in which bids are invited. **(Performa – I & II)**
- b) It is the bidder’s sole responsibility to arrange the **required** machineries, tool, and equipment’s. Plants either owned/on lease or hire basis, at site before commencement of the work.
- c) Detail of works in hand **(Performa III & IV)** (original), along with copies of work orders & attested copies of percentage of works completed or part thereof.
- d) Bill of Quantities issued along with the tender only shall be used for submitting the price bid. The applicable GST on Goods as well as Service parts shall be paid @ 18% extra. Only attached AIESL formats will be used by bidders for filling in Bill of quantities and Commercial details. For evaluating the L-1 offer, basic amount without GST will be considered. Amount should be quoted in words and figures. In case of any calculation mistake or difference in the amount quoted in words and figure is noticed



during tender evaluation, total amount calculated based on individual quoted rates shall be considered. Individual quoted rates (in specific column for rate) shall be considered as final quoted rate & shall be used for determining L-1 bidder during tender evaluation.

- e) Tenderer should quote their rates of individual items and for rebate offered in figures as well as in words. If the rates are not quoted in words in addition to figures, such tenders will be rejected. Incomplete quotation in any form shall be rejected. The quoted prices must be mentioned in the attached formats only.
- f) If on checks there are difference between the rate given by the Contractor in words and figures or in amount worked out by him, the following procedure shall be followed:-
- i) When there is a difference between the rates in figures and in words, the rates which correspond to the amount worked out by the Contractor shall be taken as correct.
 - ii) When the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or words, then the rates quoted by the Contractor in words shall be taken as correct.
 - iii) When the rate quoted by the Contractor in figures and in words tallies but the amount is not worked out correctly, the rate quoted by the Contractor shall be taken as correct and not the amount.
 - iv) In the case of percentage rate tender, the Contractors are required to quote their rates both in amount as well as in the percentage below/above the rates entered in the Schedule. In such cases in the event of Arithmetical error committed in amount by the contractor, the tender percentage and not the amount should be taken into account.
1. Tenderer shall submit all required clarifications / confirmations, in sealed envelope to GM–EFD as mentioned above before due date of tender opening.
 2. The premises shall always be kept clean & the company staff shall not be disturbed by the contractor's laborer's while working at site.
 3. Price adjustment clause is not applicable to this contract. Mobilization advance shall not be paid by AIESL on any account.
 4. AIESL reserves to itself the right to accept or reject any tender either in part or in whole without assigning any reason for doing so & does not bind itself to accept the lowest or any tender.
 5. The contractor shall adhere to the rules, regulations & instructions of Security Dept. of AIESL, and security personnel appointed by AIESL. The contractor should also ensure that the workers do not loiter anywhere in the building other than the work site. Any action taken by Security Departments against the defaulters shall be contractor's responsibility.



6. **E – MAIL ID & Mobile Phone No:** It is mandatory on part of the contractor to inform E – mail ID and mobile phone no. of his/their firm or of any authorized representative of his / their firm for effective communication while contract is on. This E – mail ID & mobile phone no. shall be shall be submitted latest by date of award of contract.
7. The clause for water supply & the sewerage charge as 0.65% and 0.35% respectively, making the total water + sewerage charges amounting to 1% of tender cost / Value of Work done shall be deducted from R.A. / Final Bill. Electrical charges for using electrical equipment's for carrying out general civil repair work will be 0.25% of tender cost and electrical charges for fabrication work will be 0.50% of tender cost .
8. Various work permits for working at height, hot jobs, electrical supply, and welding job, as applicable for the job with reference to safety precautions will have to be obtained from the regulatory sections of AIESL, before starting the various works.
9. Every activity in connection with the subject work shall be carried out necessarily with the prior permission of Engineer-in-Charge or his representatives.
10. The contractor shall adhere to the rules, regulations & instructions of Security Dept. of Air India, and security personnel appointed by Air India The contractor should also ensure that the workers do not loiter anywhere in the building other than the work site. Any action taken by Security Departments against the defaulters shall be contractor's responsibility.
11. The Engineer-In-Charge may ask for rate analysis from L-1 after demand notification by e-mail to bidders by concerned Engineer-In-charge within 07(Seven) working days.
12. Stacking and storing of dismantled serviceable materials shall be the responsibility of the contractor. In case of any loss or damage, contractor shall compensate to AIESL.
13. Contractor should start the work within 15 days from the receipt of work order.
14. Descriptions given in the attached Schedule of Quantities are only generally indicative of the type of work intended to be executed. Since this is an item rate contract, the quantities shall be based as per requirement on site. It must be clearly understood that the Contractors before quoting, have fully acquainted themselves with the intent of:-
 - a) Tender Notice
 - b) Eligibility criteria
 - c) Disclaimer
 - d) Scope of work
 - e) Instruction to Applicants
 - f) Bill of Quantities and measurements
 - g) General Conditions of Contract
 - h) Special Conditions of Contract



- i) Specification and selection of material
- j) Fraud and corrupt practice
- k) Direction of tender
- l) Appendix, Annexures and proformas

15. The bidder is advised to sign the tender conditions and the person authorized to sign the tender should sign on all important pages including Additional Conditions, Important Conditions, Schedule of Quantities & Declaration Form.

16. Contractors are required to procure adequate numbers of safety harness, helmets, shoes, hi – visibility vests etc. duly approved by EIC before commencement of work at their own cost and provide them to his contract workers on duty.

17. Debris to be dumped at designated places only, at the end of the day's work. The contractor will not be allowed to dump the debris in close proximity to the ongoing work. If the contractor could not remove the debris within 07 days out of AIESL premises, same will be carried out by AIESL at the contractor's risk and cost. The amount will be recovered from the contractor's bill towards the expenses incurred by AIESL to do the same.

18. Contractors may please note, that in case of deviation in the item or use of materials other than specified under instructions of EIC (Allowed due to non-availability or otherwise) same shall be dealt in rates as under:

“Difference in the cost of materials specified and actually used including taxes plus 20% overhead & profits (on the difference in cost of materials) shall be deducted from quoted rates in case of used material cost is lower than specified or paid extra in case of cost of materials are on higher side than specified as the case may be”. The labour cost if extra or on lower side, shall be dealt similarly.

As per Conditions of Contract, Security Deposit amounting to 10% of the completed contract value is retained with the department for the period of Defects Liability Period, which is normally 06 months from the date of completion of the work.

19. The contract can be extended for a further period of one year if both AIESL and the contractors are agreeable, on the same terms and conditions. Notwithstanding the above provision, it is explicitly stated that the contractor shall not interpret or construe this as conferring any inherent right or entitlement to a time extension.

20. Contractor has to maintain separate daily consumption registers of materials like cement, polymer, concrete admixture, additive, etc., as per the approved format of EIC, without any extra cost to AIESL. These updated registers are to be submitted to EIC or his authorized representative on daily basis.



21. The contractor shall submit “Workmen Compensation Policy” as per the Workmen Compensation Act 1923 & its Amendments, for a minimum of 5 (Five) workers, with appropriate wages of workers and the height at which the work is to be executed. The validity of the policy shall be the contract period plus period of extension, if delayed due to any reason and Defect Liability Period. The Policy Proposal Document is to be submitted to the EIC and contractor has to amend the policy proposal as per the instructions of the EIC. Workmen Compensation Policy submitted without the consent of the EIC will be treated as invalid and any delay on this account will be at contractor’s risk and cost.
22. The contractor shall submit “Contractor’s All Risk Policy” with a policy value equivalent to the amount of work order of this work, with AI ENGINEERING SERVICES LTD. as the 1st Policy Holder name and contractor’s name as the 2nd Policy Holder. The validity of the policy shall be the contract period plus period of extension, if delayed due to any reason and Defect Liability Period. Work shall be started only after submission of Workmen Compensation Policy & Contractor’s All Risk Policy. Any damage caused during the execution of work, will be made good by the contractor on his own cost, else the cost of damages will be recovered from the payment due to contractor.
23. The Contractor will have to execute a Contract Agreement (As per Format provided by AIESL) on a minimum Rs. 100/- Non judicial stamp paper.
24. Standard deductions for Income tax will be applicable, from the due payment to contractor.
25. Successful contractor should make actual measurements / assess actual quantity of items to be procured and brought to site for this work. The payment will be made as per the joint measurement for the work actually completed at site and handed over to AIESL. No payment will be admissible for any excess quantity or wastage.
26. Liquidated Damages – For non- completion of the work within the prescribed time, the contractor will be liable to pay the liquidated damages at a rate of 1.5% of the basic contract value for per week of delay subject to a maximum of 15% of basic contract value or the actual value of completed work. Extension of time will be considered by AIESL, in case of the delay not owing to the contractor.

BID SECURITY OR EMD

- The Bidder shall furnish, as part of the Bid, Bid Security/EMD, in the amount specified in the Bid Data Sheet. This bid security shall be in favor of the authority mentioned in the Bid Data Sheet and shall be valid till the validity of the bid.
- Any bid not accompanied by an acceptable Bid Security and not secured as indicated in sub-clause mentioned above, shall be rejected by the EIC as non-responsive.
- The Bid Security/EMD of L-2 and other higher bidders (L-3, L-4, etc.) shall be refunded after approval of tender committee Report.
- In case, the successful bidder becomes non-responsive or successful bidder withdraws the bid or is unwilling to extend the bid validity period, in such circumstances, if L-2 bidder is agreeable to extend the bid validity period and ready to deposit the requisite amount of bid security/EMD to the AIESL within the stipulated time period i.e. 15 days, AIESL will process further as per normal procedure.
- The Bid Security may be forfeited:
 - a) if the Bidder withdraws the Bid after bid opening (opening of technical qualification part of the bid during the period of Bid validity;
 - b) in the case of a successful Bidder, if the Bidder fails within the specified time limit to:
 - i. sign the Agreement; and/or
 - ii. Furnish the required Security Deposits.
- 1. The cases wherein if the shortfalls are not complied by a contractor, will be informed to Registration and Monitoring Cell. Such non-submission of documents will be considered as 'Intentional Avoidance' and if two or more cases in 06 months are re-reported, it shall be viewed seriously and disciplinary action against the defaulters such as banning/de-registration, etc. shall be taken by the registration cell with due approval of the concerned EIC.
- 2. No rejections and forfeiture shall be done in case of curable defects. For non-curable defects the 10% of EMD shall be forfeited and bid will be liable for rejection.

Note:

- i) **Curable Defect shall mean shortfalls in submission such as:**
 - a. **Non-submission of following documents,**
 - i. **Valid Registration Certificate**
 - ii. **Valid Bank Solvency**
 - iii. **GST Registration Certificate (GST)**
 - iv. **Certified Copies of PAN documents and photographs of individuals, owners, etc.**
 - v. **Undertakings as mentioned in the tender document.**
- ii) **Non-curable Defect shall mean**
 - a. **In-adequate submission of EMD amount.**
 - b. **In-adequacy of technical and financial capacity with respect to Eligibility criteria as stipulated in the tender.**
 - c. **Wrong calculation of Bid Capacity,**
 - d. **Non-Submission of Rate Analysis within 07 days of opening of Cover 2.**

BID VALIDITY

- Bids shall remain valid for a period of not less than **Ninety (90) days** after the deadline date for bid submission specified in Bid Data Sheet. A bid valid for a shorter period shall be rejected by the EIC as non-responsive.
- In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by email. A bidder may refuse the request without forfeiting his Bid Security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security for a period of the extension.

DEFECT LIABILITY PERIOD

- The Contractor is expected to carry out the construction work in Workmen like manner so as to meet the requirement and specification for the project. It is expected that the Workmanship and materials will be reasonably fit for the purpose for which they are required.
- Defects or defective work is where standard and quality of workmanship

and materials as specified in the contract is deficient. Defect is defined as a failure of the completed project to satisfy the express or implied quality or quantity obligations of the construction contract. Defective construction works are as the works which fall short of complying with the express descriptions or requirements of the contract, especially any drawings or specifications with any implied terms and conditions as to its quality, workmanship, durability, aesthetic, performance or design. Defects in construction projects are attributable to various reasons. The defects could be various on accounts of different reasons for variety of the projects.

- The Engineering In charge/Project Officer shall issue the practical completion certificate for the project. During the Defect Liability Period which commences on completion of the work, the Engineering In charge shall inform or the contractor is expected to be informed of any defective works by the Employer's representative of the defects and make good at contractor's cost with an intention of giving opportunity to the contractor of making good the defects appeared during that period. It is the contractor's obligation under the contract to rectify the defects that appear during Defect Liability Period and the contractor shall within a reasonable time after receipt of such instructions comply with the same at his own cost. The Engineering In charge/Project Officer shall issue a certificate to that effect and completion of making good defects shall be deemed for all the purpose of this contract to have taken place on the day named in such defect liability certificate.

If in the event that it is determined that defective work, workmanship, or design has been intentionally concealed or orchestrated in a manner that amounts to fraud, the commencement of the Defect Liability Period may be postponed. The specified period may be delayed until the actual discovery of the defect or until the defect could have been reasonably discovered with due diligence, whichever occurs earlier.

- The DLP shall be as below:

Sr. No.	Description of work	Defect Liability Period
1	Repair works	06 months
2	Structural repair works	01 year
3	Waterproofing works	5 years
4	Painting work	01 year

- Also, in case of defect, the Engineer shall intimate the Contractor of any

Defects before the end of the Defects Liability Period. The Defects Liability Period shall be extended for as long as Defects remain to be corrected. Every time notice of Defect/Defects is given, the Contractor shall correct the notified Defect/Defects within the duration of time specified by the Engineer's notice. The Engineer may issue notice to the Contractor to carry out removal of defects or deficiencies, if any, noticed in his inspection, or brought to his notice. The Contractor shall remove the defects and deficiencies within the period specified in the notice and submit to the Engineer a compliance report.

- It is the Completion Stage when the contractor has completed all of the works and fixed all of the defects that were on the list of issue by Engineer-in-charge. When this happens, the engineer must issue a 'Certificate of Completion'. On the issue of 'Certificate of Completion', the 'Defect Liability Period' starts. The contractor also must issue a 'Certificate statement' as an acknowledgment to the engineer not later than 14 days after the 'Certificate of Completion' has been issued. During the 'Defect Liability Period', the contractor has to obey all written instructions from the engineer to carry out repairs and fix any defects which appear in the Permanent Works. If the contractor does not, due to his own faults finish the repair works or fix the defects by the end of 'Defect Liability Period', the 'Defect Liability Period' will continue until all works instructed by engineer is done.



SECURITY DEPOSIT AND PERFORMANCE GUARANTEE

A. Security Deposit

The security deposit shall mean and comprise of

I) Retention Money.

II) The Contract Deposit shall be paid in the forms of Demand Draft only, drawn in favor of **AI ENGINEERING SERVICES LIMITED** at Mumbai.

III) **Retention Money** – The contractor shall pay the retention money an amount equal to **TEN (10)** percent of the Contract Sum which will be recovered from every bill of the contractors i.e. interim / running / final bill.

Note: Contract sum shall mean amount after application of rebate/premium as quoted by the contractor with contingencies only and excluding price variation.

B. Refund of Security Deposit

I. Refund of Contract Deposit/ Retention Money

The Contract Deposit shall be released within 30 days after completion of DLP and after issue of 'Defect Liability Certificate' subject to that no recoveries are pending against the said work, provided that the Engineer is satisfied that there is no demand outstanding against the Contractor. No claim shall be made against the Balance Contract Deposit after the issue of Defects Liability Certificate.

Note:

a. It shall be clearly mentioned that the Bank guarantee shall be applicable for individual work/contract and clubbing of various contracts of the said contractor will not be allowed. In case of obtaining Bank Guarantee, it is necessary to mention that the same shall be valid till the completion of defect liability period/warranty period.

b. It shall be the responsibility of the bidder to keep the submitted B.G. "VALID" for the stipulated time period in the tender & in case of its expiry it will attract penalization.

c. Bank Guarantee should be issued by way of General Undertaking and Guarantee issued on behalf of the Contractor by any of the Nationalized or Scheduled banks or branches of foreign banks operating under Reserve Bank of



India regulations located in Mumbai. The Bank Guarantee shall be renewed as and when required and/or directed from time to time until the Contractor has executed and completed the works and remedied any defects therein.

C. GST :-

The tenderer shall quote inclusive of all taxes other than GST (**Excluding GST**), Levies, Duties, Cess etc. as applicable at the time of bid submission. GST as applicable shall be paid separately on submission of bills/invoice.

Input Tax Credit of GST as available with the bidder will not be claim separately by AIESL. However, while quoting the rates benefit of Input Tax Credit or Exemptions shall be passed on to the AIESL by way of equivalent reduction in quoted price.

IMPORTANT DIRECTIONS

1. All the information submitted shall be supported by the corroborative documents in absence of which the information submitted will be considered as baseless and not accepted for qualification criteria. The page No's. shall be properly mentioned in the relevant places. The information shall be submitted in the sequence as asked for with proper indexing etc. The Bidder shall be fully responsible for the correctness of the information submitted by him.



SECTION 6
BILL OF QUANTITIES



SCHEDULE OF QUANTITIES

Name of Work: Carrying out Repairs and renovation to Engine Storage area shed in Engineering premises AIESL, OAP, Santacruz East, Mumbai-29

TENDER NO: PFD/AIESL/74/2023-24/111 DATED: 29.05.2023

Item No.	Description	Qty / unit	Unit	Rate At Per	Amount Rs. P.
1	<p>Providing & fixing metallic sheet roofing and cladding of "JINDAL" make, upto a maximum of 7.50 m in single length at any location and at all levels for any slope/ shape etc. With 0.5mm thick, 550Mpa. Yield strength, zincalume steel sheets with minimum 150 gms/ Sqm zincalume coating mass,total on both sides, with polyster top coat 20 micron of approved colour over 5 micron primer on finished side and alkyd back coat over primer on back side, of approved profile along with appropriate ridge sheets of same quality fixed to the existing purlins with approved quality hot dip zinc coated self drilling hexagonal washer head fasteners of No. 12-14 X 55mm long at every crest at each purlin and No. 10-12 X 20mm self drilling stitch screws of approx. Spacing 500 mm on side laps with approved metal washers including dismantling the existing A.C/ metallic corrugated sheets, all as per instructions of sheet manufacturer and EIC. Note : The width of the roof along the ridge shall be measured and nothing extra shall be paid for laps with ridge sheets, side laps, end laps and woks in patch etc.</p> <p><i>Rate in Words:</i></p>	950.00	Sq.m		

2	<p>Removing the existing damaged / defective false ceilings sheets at any height and locations including scaffolding, without damaging the frame work, removing all unserviceable material out of AIESL premises. etc., replacing damaged sheets with 12 mm thick Armstrong False Ceiling sheets of size 600mm x 600mm or equivalent approved make exterior quality finished fitted on the existing framework, fixed with screws, nails at any height and location etc. complete.</p> <p>(Actual Plane area to be measured & paid).</p> <p>Rate in Words:</p>	210.00	Sq.m		
3	<p>Removing cement plaster of any mix & any thickness, from any surface, all including raking out joints, hacking for key, scrubbing down with water and removing debris outside AIESL premises.</p> <p>Rate in Words:</p>	150.00	Sq.m		
4	<p>Providing and applying internal cement plaster to brick masonry or concrete surface of walls, columns, beams, pardi, chajjas etc. in CM(1:4) 15mm thick minimum and finished smooth in cement, curing and at any height and locations including scaffolding etc. complete.</p> <p>Rate in Words:</p>	150.00	Sq.m		
5	<p>Providing and applying rust inhabitation coal/system to exposed reinforcement bars and also new reinforcement bars after removing scales and rust complete as per specification. Providing and applying bond coat to all exposed concrete surface and reinforcement bars prior to any treatment as per</p>	230.00	Kgs		

	<p>specification. Providing and applying single component, fiber reinforced, thixotropic repair mortar of average thickness 50mm and above of "BASF" (MASTER EMACO 348 S) as manufacturer's specifications in specific layers, curing the surface after 72 hours of application with wet gunny bags etc. including carting away debris out off AIESL premises.</p> <p>Rate in Words:</p>				
6	<p>Providing and fixing PVC rain water pipe of "Prince" or equivalent approved make conforming to IS 13592 of SWR quality 4 kg/cm² pressure rated, at any locations and at all levels, scaffolding etc. including all PVC fittings like bands, shoes, clamps, supports etc. jointing with rubber ring/ solvent cement, leak proof adhesive etc. cutting and making good the walls and floors etc. complete. As per instruction of rain water pipe manufacturers AND EIC.</p> <p>110 mm dia with PVC clamps & GI brackets</p> <p>Rate in Words:</p>	25.00	R.mt		
7	<p>Providing & fixing half round UPVC Gutter of 250mm dia. with joint brackets, roof clamp brackets with clamp including MS support of ISA 40x40x5mm to hold dead weight of drain water center to center distance of 2.5m including sealing the joints with PVC solution and gradual slope on either side of roof for proper drain water etc. complete as per EIC.</p> <p>Rate in Words:</p>	44.00	R.mt		
	Total		Rs.		
	<p><u>Rebate % (_____</u> <u>_____ Percentage)</u></p>		Rs.		



	Grand total in Rs.		Rs.		
	Grand total in words : Rupees				

Note:

1) The rates shall not include GST. The GST shall be paid separately in the bills as per the applicable rates.

DATE :

PLACE :

SIGNATURE OF THE BIDDER WITH RUBBER STAMP



SECTION 7
GENERAL CONDITIONS OF CONTRACT



General Conditions of Contract

A. General

1. Definitions

- 1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms.

The “Authority” shall mean AI Engineering Services Limited

The “Contract” shall mean the tender and acceptance thereof and the formal agreement if any, executed between the Contractor and the AIESL together with the documents referred to therein including these conditions and appendices and any special conditions, the specifications, designs, drawings, price schedules, bills of quantities and schedule of rates. All these documents taken together shall be deemed to form one Contract and shall be complementary to one another.

The Contract Data defines the documents and other information which comprise the Contract.

The “Contractor” shall mean the individual or firm or company whether incorporated or not, whose tender has been accepted by the employer and the legal successor of the individual or firm or company, but not (except with the consent of the Employer) any assignee of such person.

The “Bidder” is a person or corporate body who has desired to submit Bid to carry out the Works, including routine maintenance till the tender process is concluded.

The “Contractor's Bid” is the completed bidding document submitted by the Contractor to the Employer.

The “Contract Sum” means the sum named in the letter of acceptance including Physical contingencies subject to such addition thereto or deduction there-from as may be made under the provisions hereinafter contained.

Note: The contract sum shall include the following –

- In the case of percentage rate contracts the estimated value of works as mentioned in the tender adjusted by the Contractor’s percentage.
- In the case of item rate contracts, the cost of the work arrived at after



finalization of the quantities shown in schedule of items / quantities by the item rates quoted by the tenderers for various items and summation of the extended cost of each item.

- In case of contract, the sum for which tender is accepted.
- Special discount / rebate / trade discount offered by the tenderer if any and accepted by the Corporation.
- Additions or deletions that are accepted after opening of the tenders.

The “Contract Cost” means the Contract Sum plus Price Variation. This cost shall be included in the letter of acceptance.

A “Defect” is any part of the Works not completed in accordance with the Contract.

The “Defects Liability Certificate” is the certificate issued by the Engineer, after the Defect Liability Period has ended and upon correction of Defects by the Contractor.

“Drawings” (If needed) means all the drawings, calculations and technical information of a like nature provided by the Engineer to the Contractor under the Contract and all drawings, calculations, samples, patterns, models, operation & maintenance manual and other technical information of like nature submitted by the Contractor and approved by the Engineer.

The “Employer” shall mean AI Engineering Services Limited

The “Engineer in-charge” or “EIC” shall mean the Executive Engineer in executive charge of the works and shall include the superior officers of the Engineering department i.e. /Dy.GM and shall mean and include all the successors in AIESL

The “Engineer's Representative” shall mean the Assistant Engineer, Sub. Engineer/Jr. Engineer in direct charge of the works and shall include Sub Eng./ Jr. Eng of Civil section/ Mechanical section/ Electrical section appointed by AIESL.

“Contractor’s Equipment” means all appliances and things of whatsoever nature required for the execution and completions of the Works and the remedying of any defects therein, but do not include plant material or other things intended to form or forming part of the Permanent Works.

The “Initial Contract Price” is the Contract Price listed in the Employer's Letter of Acceptance.



The “Intended Completion Date” is the date on which it is intended that the Contractor shall complete the construction/Repair works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Engineer by issuing an extension of time.

“Materials” are all supplies, including consumables, used by the Contractor for incorporation in the Works and works of routine maintenance.

“Plant” is any integral part of the Works that shall have a mechanical, electrical, electronic, chemical, or biological function.

“Routine Maintenance” is the maintenance of activities of the completed structure for five years as specified in the Contract Data.

The “Site” shall mean the land and other places including water bodies more specifically mentioned in the special conditions of the tender, on, under in or through which the permanent works or temporary works are to be executed and any other lands and places provided by the AIESL for working space or any other purpose as may be specifically designated in the contract as forming part of the site.

“Site Investigation Reports” are those that were included in the bidding documents and are reports about the surface and subsurface conditions at the Site.

“Specification” shall mean the specification referred to in the tender and any modification thereof or addition or deduction thereto as may from time to time be furnished or approved in writing by the Engineer.

The Start Date/Commencement Date is given in the Contract Data. It is the date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.

A “Nominated Sub-Contractor” is a person or corporate body who has a Contract with the Contractor to carry out a part of the construction/repair work and/or routine maintenance in the Contract, which includes work on the Site.

“Temporary Works” are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.

“Variation” means a change to the:-

- i) Specification and /or Drawings (if any) which is instructed by the Employer.
- ii) Scope in the Contract which is instructed by the Employer.



iii) Price in the Contract which is instructed by the Employer.

The Works, as defined in the Contract Data, are what the Contract requires the Contractor to construct, install, maintain, and turn over to the Employer. Routine maintenance is defined separately.

Jurisdiction: In case of any claim, dispute or difference arising in respect of a contract, the cause of action thereof shall be deemed to have arisen in Mumbai and all legal proceedings in respect of any claim, dispute or difference shall be instituted in a competent court in the City of Mumbai only.

2. Interpretation

- 2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Engineer will provide instructions clarifying queries about these Conditions of Contract.
- 2.2 If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
- 2.3 The documents forming the Contract shall be interpreted in the following documents: (1) Agreement, (2) Letter of Acceptance, (3) Notice to Proceed with the Work, (4) Contractor's Bid, (5) Contract Data, (6) Special Conditions of Contract (7) General Conditions of Contract Part I, (8) Specifications, (9) Drawings, (10) Bill of Quantities, and (11) Any other document listed in the Contract Data.

3. Delegation

The Engineer, with the approval of the Employer, may delegate any of his duties and responsibilities to other person(s), except to the Adjudicator, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.

4. Communications

All certificates, notices or instructions to be given to the Contractor by Employer/ Engineer shall be collected by the Contractor of Bid. The address and contact details for communication with the Employer/ Engineer shall be as per the details given in Contract Data. Communications between parties that are referred to in the conditions shall be in writing. The Notice sent by e-mail or other electronic means shall be effective on confirmation of the transmission. The Notice sent by Registered post or Speed post shall be effective on delivery or at the expiry of the normal delivery period as undertaken by the postal service.

5. Subcontracting

- 5.1 Unless specifically mentioned in the contract subletting will not be allowed. Subletting, where otherwise provided by the contract shall not be more than 25% of the contract price.
- 5.2 The Contractor shall not be required to obtain any consent from the Employer for:
- the sub-contracting of any part of the Works for which the Subcontractor is named in the Contract;
 - Provision for labour, or labour component.
 - Purchase of Materials which are in accordance with the standards specified in the Contract.
- 5.3 Beyond what has been stated in clauses 5.1 and 5.2, if the Contractor proposes sub-contracting any part of the work during execution of the Works, because of some unforeseen circumstances to enable him to complete the Works as per terms of the Contract, the Employer will consider the following before according approval:
- The Contractor shall not sub-contract the whole of the Works.
 - The permitted subletting of work by the Contractor shall not establish any contractual relationship between the sub-contractor and the AIESL and shall not relieve the Contractor of any responsibility under the Contract.
- 5.4 The Engineer should satisfy himself before recommending to the Employer whether
- the circumstances warrant such sub-contracting; and

- The sub-Contractor so proposed for the Work possesses the experience, qualifications and equipment necessary for the job proposed to be entrusted to him.

6. Other Contractors

- 6.1 The Contractor shall cooperate and share the Site with other Contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as referred to in the Contract Data. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.
- 6.2 The Contractor should take up the works in convenient reaches as decided by the Engineer to ensure there is least hindrance to the smooth flow and safety of traffic including movement of vehicles and equipment of other Contractors till the completion of the Works.

7. Personnel

- 7.1 The Contractor shall employ for the construction/repair work and routine maintenance the key personnel including technical personnel named in the Contract Data or other personnel approved by the Engineer. The Engineer will approve any proposed replacement of technical personnel only if their relevant qualifications and abilities are substantially equal to those of the personnel stated in the Contract Data.
- 7.2 The Contractor's personnel shall appropriately be qualified, skilled and experienced in their respective trades or occupations. The Engineer shall have authority to remove, or cause to be removed, any person employed on the site of works, who carries out duties incompetently or negligently and persists in any conduct which is prejudicial to safety, health or the protection of the environment.
- 7.3 If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the Works in the Contract.

8. Employer's and Contractor's Risks

The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are

Contractor's risks.

9. Employer's Risks

- 9.1 The Employer is responsible for the excepted risks which are (a) in so far as they directly affect the execution of the Works in the Employer's country, the risks of war, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot, commotion or disorder (unless restricted to the Contractor's employees) and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive, or (b) a cause due solely to the design of the Works, other than the Contractor's design.

10. Contractor's Risks

- 10.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks, referred to in clause 9.1, are the responsibility of the Contractor.

11. Insurance

- 11.1 The Contractor at his cost shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of Defects Liability Period, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:

- a) Loss of or damage to the Works, Plant and Materials;
- b) Loss of or damage to Equipment;
- c) Loss of or damage to property (other than the Works, Plant, Materials, and Equipment) in connection with the Contract; and
- d) Personal injury or death.

- 11.2 Insurance policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

- 11.3 Alterations to the terms of insurance shall not be made without the approval of the Engineer.

- 11.4 Both parties shall comply with any conditions of the insurance policies.

- 11.5 If the Contractor does not provide any of the policies and certificates required, the Employer may affect the insurance which the Contractor should have provided and recover the premiums the Employer has paid, from payments otherwise due to the Contractor or if no payment is due, the payment of premiums shall be debt due.

12. Site Investigation Reports

- 12.1 The Contractor, in preparing the Bid, may rely, at his own risk, on any Site Investigation Reports referred to in the Contract Data, supplemented by any other information available to him, before submitting the bid.

13. Queries about the Contract Data

- 13.1 The Engineer will clarify queries on the Contract Data.

14. Contractor to Construct the Works and Undertake Maintenance (if specified in the tender)

- 14.1 The Contractor shall construct, and install and maintain the Works in accordance with the Specifications and Drawings and as per instructions of the Engineer.
- 14.2 The Contractor shall construct/repair the works with intermediate technology, i.e., by manual means with medium input of machinery required to ensure the quality of works as per specifications. The Contractor shall deploy the equipment and machinery as required in the contract.
- 14.3 The Contractor shall take all reasonable steps to protect the environment of the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.

15. The Works and Routine Maintenance to be completed by the Intended Completion Date

- 15.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works and Routine Maintenance, if specified in the tender, in accordance with the Programme submitted by the Contractor, as updated with the approval of the Engineer, and complete them by the Intended Completion Date.

16. Approval by the Engineer

- 16.1 The Contractor shall submit Specifications and Drawings showing the



proposed Temporary Works to the Engineer, who is to approve them if they comply with the Specifications and Drawings.

16.2 The Contractor shall be responsible for design and safety of Temporary Works.

16.3 The Engineer's approval shall not alter the Contractor's responsibility for design and safety of the Temporary Works.

16.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.

16.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Engineer before their use.

17. Safety

17.1 The Contractor shall be responsible for the safety of all activities on the Site. He shall comply with all applicable safety requirements and take care of safety of all persons entitled to be on the site and the works. He shall use reasonable efforts to keep the site and the works, both during construction and maintenance, clear of unnecessary obstruction so as to avoid danger to the persons and the users.

- Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
- Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Power warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
- The workers engaged for cleaning the manholes/sewers should be properly trained before allowing working in the manhole.

17.2 Safety Programs:-

- Have adequate safety supervision in place to ensure that safety programs set up by the firms/agencies are in compliance with prevalent laws and regulations.
- Review safety programs developed by each of the trade firms, prepare and submit a comprehensive safety program.
- Monitor day to day implementation of safety procedures.

17.3 First Aid Facilities: -

- i. At every work place there shall be provided and maintained, so as to be easily accessible during working hours, first-aid boxes at the rate of not less than one box for 150 contract labour or part thereof ordinarily employed.
- ii. The first-aid box shall be distinctly marked with a red cross on whiteback ground.



- iii. Adequate arrangements shall be made for immediate recoupment of the equipment when necessary.
- iv. Nothing except the prescribed contents shall be kept in the First-aid box.
- v. The first-aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours of the work place.
- vi. A person in charge of the First-aid box shall be a person trained in First- aid treatment, in the work places where the number of contract labour employed is 150 or more.

18. Possession of the Site

- 18.1 The Employer shall handover complete or part possession of the site to the Contractor 3 days in advance of construction/repair programme. At the start of the work, the Employer shall handover the possession of at-least 75% of the site free of all encumbrances, the remaining 25 % of the possession as per contractor's construction/repair programme.

19. Access to the Site

- 19.1 The Contractor shall allow access to the Site and to any place where work in connection with the Contract is being carried out, or is intended to be carried out to the Engineer and any person/persons/agency authorized by:

- a. The Engineer
- b. The Employer or authorized by the Employer.

20. Instructions

- 20.1 The Contractor shall carry out all instructions of the Engineer, which comply with the applicable laws where the Site is located.
- 20.2 The Contractor shall permit the appointed and/or authorized persons to inspect the Site and/or accounts and records of the Contractor and its subcontractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed, if so required. The Contractor's attention is invited to Clause of 'Fraud and Corruption', which provides, inter alia, that acts intended to materially impede the exercise of the inspection and audit rights provided for under the Clause & constitute a obstructive practice subject to contract termination.

20.3 Engineer to have power to issue further drawings or instructions:

The Engineer shall have the power and authority from time to time and at all times to make and issue such further drawings and to give such further instructions and directions as may appear to him necessary or proper for the guidance of the contractor and the good and sufficient execution of the works according to terms of the specifications and Contractor shall receive, execute, obey and be bound by the same, according to the true intent and meaning thereof, as fully and effectually as though the same had accompanied or had been mentioned or referred to in the specification, and the Engineer may also alter or vary the levels or position of nature of works contemplated by the specifications, or may order any of the works contemplated thereby to be omitted, with or without the substitution of any other works in lieu thereof, or may order any work or any portion of work executed or partially executed, to be removed, changed or altered, added if needful, may order that other works shall be substituted instead thereof and difference of expense occasioned by any such diminution or alteration so ordered and directed shall be added to or deducted from the amount of this Contract, as provided under condition no.10(a) hereinafter. No work which radically changes the original nature of the Contract shall be ordered by the Engineer and in the event of any deviation being ordered which in the opinion of the Contractor changes the original nature of Contract he shall nevertheless carry it out and disagreement as to the nature of the work and the rate to be paid therefore shall be resolved in accordance.

The time for completion of the Works, shall be in even of any deviations resulting in additional cost over the contract price being ordered, be extended or reduced reasonably by the Engineer. The Engineer's decision in this case shall be final.

B. Time Control

21. Programme

21.1 Within the time stated in the Contract Data, the Contractor shall submit to the Engineer for approval a Programme, including Environment Management Plan showing the general methods, arrangements, order, and timing for all the activities in the Works, along with monthly cash flow forecasts for the construction of works.

After the completion of the construction works, the programme for the Routine Maintenance Work, showing the general methods, arrangements,

order and timing for all the activities involved in the Routine Maintenance will also be submitted by the Contractor to the Engineer for approval if specified in the tender. The programme for Routine Maintenance will be submitted in each year for the period of Maintenance.

- 21.2 The Contractor shall submit the list of equipment and machinery being brought to site, the list of key personnel being deployed, the list of machinery/ equipments being placed in field laboratory and the location of field laboratory along with the Programme. The Engineer shall cause these details to be verified at each appropriate stage of the programme.
- 21.3 An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining Works, including any changes to the sequence of the activities.
- 21.4 The Contractor shall submit to the Engineer for approval an updated Programme at intervals no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Programme within this period, the Engineer may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.
- 21.5 The Engineer's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer again at any time. A revised Programme shall show the effect of Variations and Compensation Events.

22. Extension of Time in Contracts:

Subject to any requirement in the contract as to completion of any portions or portions of the works before completion of the whole, the contractor shall fully and finally complete the whole of the works comprised in the contract (with such modifications as may be directed under conditions of this contract) by the date entered in the contract or extended date in terms of the following clauses:

- a) Extension attributable to AIESL
- (i) Extension Due To Modification: If any modifications have been ordered which in the opinion of the Engineer have materially increased the magnitude of the work, then such extension of the contracted date of completion may be granted as shall appear to the Engineer to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such

extension of the date as may be considered necessary as soon as the cause thereof shall arise and in any case should not be less than 30 days before the expiry of the date fixed for completion of the works.

- (ii) Extension For Delay Due To AIESL: In the event of any failure or delay by the AIESL to hand over the Contractor possession of the lands/building necessary for the execution of the works or to give the necessary notice to commence the works or to provide the necessary drawings or instructions or any other delay caused by the AIESL due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the contractor to damages or compensation therefore, but in any such case, the AIESL may grant such extension(s) of the completion date as may be considered reasonable.

Note: For extension of time period as governed in (i) and (ii) above, any modifications in design/drawings, specifications, quantities shall be needed to be justified with recorded reasons with approval of GM-Engg. or above. for not anticipating the same while preparing estimates and draft tender.

23. Extension Of Time For Delay Due To Contractor: The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed no later than the date(s) / the programme for completion of work as specified in the contract. If the contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in above as (a.i) and (a.ii), the AIESL may, if satisfied that the works can be completed by the contractor within reasonable short time thereafter, allow the contractor for further extension of time as the Engineer may decide. On such extension the AIESL will be entitled without prejudice to any other right and remedy available on that behalf, to recover the compensation as governed by of AIESL without reference to the actual loss or damage sustained and whether any damage has or has not been sustained.

- b) For the purpose of this Clause, the contract value of the works shall be taken as value of work as per contract agreement including any supplementary work order/contract agreement issued.

Further, competent authority while granting extension to the currency of contract under Clause (b) of as above may also consider levy of penalty, as deemed fit based on the merit of the case. Also, the reasons for granting extension shall be properly documented.

C. Quality Control

24. Work to be open to Inspection and Contractor or Responsible agent to be present: All works under or in 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 subordinates and the contractor shall at all times during the usual working hours, at all other times, during the usual working hours and at all other times at which reasonable notice of the intention of the Engineer-in-charge and his subordinates to visit the works shall have been given to the contractor, either himself be present to receive orders and instruction or have responsible agent duly accredited in writing present for that purpose. Order given to the contractors' duly authorized agent shall be considered to have the same force and effect as if they had been given to the contractor himself.

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

25. Works to be executed in accordance with specifications / drawings / orders etc. :

The contractor is obligated to carry out the entire scope of work, including each individual component, in a manner that is highly substantial and reflective of skilled craftsmanship. This requirement encompasses the use of appropriate materials and strict adherence to the provided specifications in all aspects of the project. 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 for the purpose of inspection at such office, or on the site or work during office hours.

26. Identifying Defects

- 26.1 The Engineer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer considers may have a Defect.
- 26.2 The Contractor shall permit the Employer's technical person(s) to check the Contractor's work and notify the Engineer and Contractor if any defects that are found.

27. Tests

- 27.1 For carrying out mandatory tests as prescribed in the specifications, the Contractor shall establish field laboratory at the location decided by Engineer. The field laboratory will have minimum of equipment's as specified in the Contract Data. The contractor shall be solely responsible for:
- Carrying out the mandatory tests prescribed in the Specifications, and
 - For the correctness of the test results, whether preformed in his laboratory or elsewhere.
- 27.2 If the Engineer instructs the Contractor to carry out a test not specified in the Specification/ Quality Assurance Handbook to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no defect, the test shall be a compensation event.

When required by the Engineer-in-charge the contractor(s) shall supply for the purpose of testing samples of all materials proposed to be used in the works. Samples submitted either to govern bulk supplies or required for testing before use shall be in suitable packages to contain them and shall be provided free of charge by the contractor. The cost of testing shall be borne by the contractor even if the result of the sample confirm or do not confirm to the relevant BIS code specifications. All the test records shall be maintained in the site office and made available as and when required.

- i. All expenditure required to be incurred for taking the samples conveyance, packing shall be borne by the contractor himself.
- ii. The failed material shall be removed from the site by the contractor at his own cost within a weeks time of written order of the



Engineer-in- charge.

iii.

28. Correction of Defects noticed during the Defects Liability Period.

- 28.1 (a) The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and ends after five years. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- (b) Every time notice of Defect/Defects is given, the Contractor shall correct the notified Defect/Defects within the duration of time specified by the Engineer's notice.
- (c) The Engineer may issue notice to the Contractor to carry out removal of defects or deficiencies, if any, noticed in his inspection, or brought to his notice. The Contractor shall remove the defects and deficiencies within the period specified in the notice and submit to the Engineer a compliance report.

29. Uncorrected Defects and Deficiencies

- 29.1 If the Contractor has not corrected a Defect pertaining to the Defect Liability Period under clause and deficiencies in maintenance, to the satisfaction of the Engineer, within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect or deficiency corrected, and the Contractor shall pay this amount, on correction of the Defect or deficiency by another agency.

D. Cost Control

30. Variations

The Engineer shall, having regard to the scope of the Works and the sanctioned estimated cost, have power to order, in writing, Variations within the scope of the Works he considers necessary or advisable during the progress of the Works. Such Variations shall form part of the Contract and the Contractor shall carry them out and include them in updated Programmes produced by the Contractor. Oral orders of the Engineer for Variations, unless followed by written confirmation, shall not be taken into account. If the cost goes beyond the specified limit, The work shall be carried out only after financial approval. The EIC and the contractor shall both keep a track of the quantum of work.



31. **Payments for Variations:** If rates for Variation items are specified in the Bill of Quantities, the Contractor shall carry out such work at the same rate.

32. **Payment Certificates**

The payment to the Contractor will be as follows for construction/Repair work:

- (a) A bill shall be submitted by the Contractor monthly or before the date fixed by the Engineer In-charge for all works executed in the previous month, and the Engineer In-charge shall take or cause to be taken requisite measurement for the purpose of having the same verified and the claim, so far as it is admissible, shall be adjusted, if possible, within 10 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 may depute a subordinate to measure up the said work in the presence of the contractor or his duly authorized agent whose counter signature to the measurement list shall be sufficient warrant, and Engineer In-Charge may prepare a bill from such list which shall be binding on the contractor in all respects.
- (b) The Engineer shall check the Contractor's fortnightly/monthly statement within 14 days and certify the amount to be paid to the Contractor.
- (c) The value of work executed shall be determined, based on measurements by the Engineer.
- (d) The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.
- (e) The value of work executed shall also include the valuation of Variations and Compensation Events.
- (f) The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- (g) The contractor shall submit all bills on the printed forms at the office of Engineer In-charge. The charges to be made in the bills shall always be entered at the rates specified in tender.

36 **Payments**

36.1 Payments shall be adjusted for deductions for advance payments,



retention, security deposit, other recoveries in terms of the Contract and taxes at source, as applicable under the law. The Employer shall pay the Contractor the amounts certified by the Engineer within 60 days of the date of each certificate.

- 36.2 All sums payable by a contractor by way of compensation under any of these conditions, shall be considered as a reasonable compensation to be applied to the use of AIESL without reference to the actual loss or damage sustained and whether any damage has or has not been sustained.
- 36.3 No payment shall be made for any work estimated to cost less than Rupees One Thousand till after the whole of work shall have been completed and the certificate of completion given. But in the case of works estimated to cost more than Rs. One Thousand, the contractor shall on submitting a monthly bill therefore be entitled to receive payment proportionate to the part of the work than 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. 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 completed and shall not preclude the Engineer In-charge from requiring any bad, unsound, imperfect or unskillful work to be removed or taken away and reconstructed or re-erected nor shall any such payment be considered as an admission of the due performance of the contract or any part thereof in any respect or the offering of any claim nor shall it conclude, determine or effect in any other way, the powers of the Engineer In-charge as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or effect the contract. The final bill shall be submitted by the Contractor within one month of the date fixed for the completion of the work otherwise the Engineer In-charge's certificate of the measurements and of the total amount payable for the work shall be final and binding on all parties.
37. The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor for not having given early warning or not having cooperated with the Engineer.
- 38. GST :-**
39. The tenderer shall quote inclusive of all taxes other than **GST (Excluding GST)** as applicable at the time of bid submission. GST as applicable shall be

paid separately on submission of bills/invoice.

40. **Currencies:** All payments will be made in Indian Rupees.

41. **Liquidated Damages**

Both, the Contractor and the Employer have agreed that it is not feasible to precisely estimate the amount of losses due to delay in completion of works and the losses to the public and the economy, therefore, both the parties have agreed that the Contractor shall pay liquidated damages to the Employer and by way of penalty, at the rate per week or part thereof stated in the Contract Data for the period that the Completion Date is later than the Intended Completion date. Liquidated damages at the same rates shall be withheld if the Contractor fails to achieve the milestones prescribed in the Contract Data. However, in case the Contractor achieves the next milestone, the amount of the liquidated damages already withheld shall be restored to the Contractor by adjustment in the next payment certificate. The contractor is liable to pay 5% of estimated amount as liquidated damage. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's other liabilities.

42. **Cost of Repairs**

Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at his cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

43. **Completion of Construction and Maintenance**

43.1 The Contractor shall request the Engineer to issue a certificate of completion of the construction of the works, and the Engineer will do so upon deciding that the works is completed.

44. **Taking Over**

44.1 The Employer shall take over the works within seven days of the Engineer issuing a certificate of completion of works. The Contractor shall continue to remain responsible for its routine maintenance during the maintenance period

if specified in the contract.

45. Final Account

Final joint measurement along-with the representatives of the contractor should be recorded and signed by the Contractors. Contractors should submit the final bill within 1 month of physical completion of the work.

If the contractor fails to submit the final bill within 01 month, the AIESL staff will prepare the final bill based on the joint measurement within next 3 months. Engineer's decision shall be final in respect of claims for defect and pending claims against contractors.

No further claims should be made by the Contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payment of those items of the bills in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by the EIC and higher authority shall be made within a reasonable period as may be necessary for the purpose of verification etc.

After payment of the final bill as aforesaid has been made, the contractor may, if he so desires, reconsider his position in respect of a disputed portion of the final bills and if he fails to do so within 84 days, his disputed claim shall be dealt with as provided in the contract.

The contractors have to submit the bill for the work carried out within 15 days from the date of completion of the work to the respective executing department. If the contractor fails to submit their bills to concerned executing department, penalty or action as shown below will be taken for each delayed bill.

46. Termination

46.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

46.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:

- a) the Contractor stops work for 30 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Engineer;
- b) the Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;
- c) the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;

- d) the Contractor does not maintain a Security, which is required;
- e) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in relevant clause.
- f) the Contractor fails to provide insurance cover as required under relevant clause .
- g) if the Contractor, in the judgment of the Employer, has engaged in the corrupt or fraudulent practices as defined in GCC in competing for or in executing the Contract.
- h) if the Contractor fails to set up a field laboratory with the prescribed equipment, within the period specified in the Contract Data; and
- i) any other fundamental breaches as specified in the Contract Data.
- j) if the Contractor fails to deploy machinery and equipment or personnel as specified in the Contract Data at the appropriate time.

46.3 When either party to the contract gives notice of a breach of contract to the Engineer for a cause other than those listed above, the Engineer shall decide whether the breach is fundamental or not.

46.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

46.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

47. Payment upon Termination

47.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for value of the work done and materials ordered less liquidated damages, if any, less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the Contract Data. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be recovered from the security deposit, and performance security. If any amount is still left un-recovered it will

be a debt due from the Contractor to the Employer

47.2 If the Contract is terminated at the Employer's convenience, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the Contract, and less taxes due to be deducted at source as per applicable law.

48. Property

48.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer for use for completing balance construction/repair work if the Contract is terminated because of the Contractor's default, till the Works is completed after which it will be transferred to the Contractor and credit, if any, given for its use.

49. Release from Performance

If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of the Employer or the Contractor, the Engineer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.

A) Other Conditions of Contract

50. Labour

50.1 The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

50.2 The Contractor shall, if required by the Engineer, deliver to the EIC a return in detail AIESL, in such form and at such intervals as the EIC may prescribe, showing the staff and the number of the several classes of labour from time to time employed by the Contractor on the



Site and such other information as the Engineer may require.

51. Compliance with Labour Regulations

- (a) During continuance of the Contract, the Contractor and his sub-Contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority.
- (b) Furthermore, the Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct any money due to the Contractor including his amount of performance guarantee. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.
- (c) The Contractor shall require his employees to obey all applicable laws, including those concerning safety at work.
- (d) The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

52. Drawings and Photographs of the Works

- 52.1 The Contractor shall do photography/video photography of the site firstly before the start of the work, secondly mid-way in the execution of different stages of work as required by Engineer In-charge and lastly after the completion of the work. No separate payment will be made to the Contractor for this.
- 52.2 The Contractor shall not disclose details of Drawings furnished to him and works on which he is engaged without the prior approval of the Engineer in writing. No photograph of the works or any part thereof or plant employed thereon, except those permitted under above clause, shall be taken or permitted by the Contractor to be taken by any of



his employees or any employees of his sub-Contractors without the prior approval of the Engineer in writing. No photographs/ Video photography shall be published or otherwise circulated without the approval of the Engineer in writing.

54 Contract Document

The documents forming the contract are to be taken as mutually explanatory of one another. Unless otherwise provided in the contract, the priority of the documents forming the contract shall be, as follows:

- 1) Contract Agreement (if completed)
- 2) The letter of Acceptance
- 3) The Bid:
- 4) Addendum to Bid; if any
- 5) Tender Document
- 6) The Bill of Quantities:
- 7) The Specification:
- 8) Detailed Engineering Drawings
- 9) Standard General Conditions of Contracts (GCC)
- 10) All correspondence documents between bidder/contractor and AIESL.

55 Conflict of Interest

The Applicant shall not have a conflict of interest (the “Conflict of Interest”) that affects the Bidding Process. Any Applicant found to have a Conflict of Interest shall be disqualified. An Applicant shall be deemed to have a Conflict of Interest affecting the Bidding Process, if

1. A constituent of such Applicant is also a constituent of another Applicant; or
2. Such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
3. Such Applicant, or any Associate thereof has a relationship with another Applicant, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other’s information about, or to influence the Application of either or each other; or
4. The Applicant shall be liable for disqualification if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by



the Applicant, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Applicant, its Member or Associate in the past but its assignment expired or was terminated 06 (six) months prior to the date of issue of this TENDER. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

56. Applications and costs thereof

No Applicant shall submit more than one Application for the Project. An applicant applying individually shall not be entitled to submit another application either individually. The Applicant shall be responsible for all of the costs associated with the preparation of their Applications and their participation in the Bid Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

57. Acknowledgment by Applicant

It shall be deemed that by submitting the Application, the Applicant has:

- a. made a complete and careful examination of the tender;
- b. received all relevant information requested from the Authority;
- c. accepted the risk of inadequacy, error or mistake in the information provided in the tender or furnished by or on behalf of the Authority relating to any of the matters referred; and
- d. Agreed to be bound by the undertakings provided by it under and in terms hereof. “The Authority” shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the TENDER or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

58. Right to accept or reject any or all Applications/ Bids



Notwithstanding anything contained in this TENDER, “The Authority”/ “AIESL” reserves the right to accept or reject any Application and to annul the Bidding Process and reject all Applications/ Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore. In the event that the Authority rejects or annuls all the Bids, it may, in its sole discretion, invite all eligible Bidders to submit fresh Bids hereunder.

“The Authority”./ “AIESL” reserves the right to reject any Application and/ or Bid if:

- a. at any time, a material misrepresentation is made or uncovered, or
- b. The Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Application.

In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof including the concession thereby granted by “The Authority”/ “AIESL”, that one or more of the pre-qualification conditions have not been met by the Applicant, or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Successful Bidder either by issue of the LOA (Letter of Approval) or entering into of the Agreement, and if the Applicant has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this TENDER, be liable to be terminated, by a communication in writing by “The Authority”/ “AIESL” to the Applicant, without the Authority being liable in any manner whatsoever to the Applicant and without prejudice to any other right or remedy which the Authority may have under this TENDER, the Bidding Documents, the Concession Agreement or under applicable law.

“The Authority”/ “AIESL” reserves the right to verify all statements, information and documents submitted by the Applicant in response to the TENDER. Any such verification or lack of such verification by the Authority shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

59 The bid shall be rejected if the bidder-

- a. Stipulates the validity period less than 180 days.
- b. Stipulates own condition/conditions.

- c. Does not fill/sign undertaking forms, which are incorporated, in the document.

60 Clarifications

Applicants requiring any clarification on the tender may notify “the Authority” in writing or by e-mail. They should send in their queries before the date specified in the header data. “The Authority” / “AIESL” shall Endeavour to respond to the queries within the period specified therein. The responses will be sent by e-mail. The Authority will forward all the queries and its responses thereto, to all purchasers of the TENDER without identifying the source of queries.

“The Authority” / “AIESL” shall Endeavour to respond to the questions raised or clarifications sought by the Applicants. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification, but not later than the date provided in header data.

“The Authority” / “AIESL” may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Applicants. All clarifications and interpretations issued by the Authority shall be deemed to be part of the tender. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

61 Amendment of tender

At any time prior to the deadline for submission of Application, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the tender by the issuance of Addendum.

Any Addendum thus issued will be sent in writing/ Fax/ Email to all those who have purchased the tender.

In order to afford the Applicants a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Application Due Date.

Preparation and Submission of Application

62 Language

The Application and all related correspondence and documents in relation to

the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Applicant with the Application may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Applicant. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Application, the English language translation shall prevail.

63 Format and signing of Application

The Applicant shall provide all the information sought under this TENDER. The Authority will evaluate only those Applications that are received in the required formats and complete in all respects. Incomplete and /or conditional Applications shall be liable to rejection.

64 Late Applications

Applications received by the Authority after the specified time on the Application Due Date shall not be eligible for consideration and shall be summarily rejected.

65 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the short-listed qualified Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of Application, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

66 Clarification Of Financial Bids

To assist in the examination, evaluation and comparison of Bids, the Engineer may, at his discretion, ask any bidder for clarification of his Bid, including breakdown of unit rates. The request for clarification and the response shall be in writing or by post/facsimile/e-mail. No Bidder shall contact the Engineer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. Any effort by the Bidder to influence the Engineer in the Engineer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's bid.

67 Inspection of site and sufficiency of tender:

1. The Contractor shall inspect and examine the site and its surrounding and shall satisfy himself before submitting his tender as to the nature of the ground and subsoil (so far as is practicable), the form and nature of the site, the quantities and nature of the work and materials necessary for the completion of the works and means of access to the site, the accommodation he may require and in general shall himself obtain all necessary information as to risk, contingencies and other circumstances which may influence or affect his tender. He shall also take into consideration the hydrological and climatic conditions.
2. The Employer may make available to the Contractor data on hydrological and sub-surface conditions as obtained by or on his behalf from investigations relevant to the works but the Contractor shall be responsible for his own interpretation thereof. The contractor shall engage his investigating agency with prior approval of the Engineer from the approved list of such agencies by AIESL or Government at his cost initially before commencing actual work and which shall be reimbursed immediately subject to satisfaction of the Engineer for faithful compliance and submission of required data regarding such investigation within specified time.
3. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the schedule of works / items / quantities, or in Bill of Quantities, which rates and prices shall, except as otherwise provided cover all his obligations under the Contract and all matters and things necessary for proper completion and maintenance of the works. Any misunderstanding or misinterpretation shall not give rise to extra charges or claims.
4. **Not Foreseeable Physical Obstructions or Conditions:** If, however, during the execution of the Works the Contractor encounters physical obstructions or physical conditions, other than climatic conditions on the Site, which obstructions or conditions were, in his opinion, not foreseeable by an experienced contractor, the Contractor shall forthwith give notice thereof to the Engineer. On receipt of such notice, the Engineer shall, if in his opinion such obstructions or conditions could not have been reasonably foreseen by an experienced contractor, after due consultation with the Contractor, determine:
 - any extension of time to which the Contractor is entitled and

- The amount of any costs which may have been incurred by the Contractor by reason of such obstructions or conditions having been encountered, which shall be added to the Contract Price.
- and shall notify the Contractor accordingly. Such determination shall take account of any instruction which the Engineer may issue to the Contractor in connection therewith, and any proper and reasonable measures acceptable to the Engineer which the Contractor may take in the absence of specific instructions from the Engineer. However such costings shall be approved by the competent authority as governed vide rules prevailing with authority.

68 Subsequent Legislation:

If on the day of submission of bids for the contract, there occur changes to any National or State statute, Ordinance, decree or other law or any regulation or By-laws or any local or other duly constituted authority or the introduction of any such National or State Statute, Ordinance, decree or by which causes additional or reduced cost to the Contractor, such additional or reduced cost shall, after due consultation with the Contractor, be determined by the concerned Engineering Department of AIESL and shall be added to or deducted from the Contract Price with prior approval of competent authority and the concerned Engineering Department shall notify the Contractor accordingly with a copy to the Employer. AIESL reserve the right to take a decision in respect of addition/reduction of costing contract.

69 Patent, Right and Royalties:

The contractor shall save harmless and indemnify AIESL/Employer/The Authority from and against all claims and proceedings for or on account of infringement of any Patent rights, design trademark or name of other protected rights in respect of any constructional plant, machine work, or material used for or in connection with the Works or any of them and from and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. Except where otherwise specified, the contractor shall pay all tonnage and other royalties, rent and other payments or compensation, if any, for getting stone, sand, gravel, clay or other materials required for the works or any of them.

70 Payments, Tax and Claims:

- **The limit for unforeseen claims**

Under no circumstances whatever the contractor shall be entitled to any compensation from AIESL on any account unless the contractor shall have submitted a claim in writing to the Engineer-in-charge within 01 month of the case of such claim occurring.

- **No interest for delayed payments due to disputes, etc:**

It is agreed that AIESL or its Engineer or Officer shall not be liable to pay any interest or damage with respect of any moneys or balance which may be in its or its Engineer's or officer's hands owing to any dispute or difference or claim or misunderstanding between the AIESL or its Engineer or Officer on the one hand and the contractor on the other, or with respect to any delay on the part of AIESL or its Engineer or Officers in making periodical or final payments or in any other respect whatever.

71 Settlement of Disputes:

- **Termination of contract for death**

If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the Contractor is a partnership concern and one of the legal representative of the individual Contractor or the proprietor of the proprietary concern and in case of partnership, the surviving partners, are not capable of carrying out and completing the contract, the EIC and higher authority shall be entitled to cancel the contract as to its uncompleted part without AIESL/Employer/The Authority being in any way liable to payment of any compensation to the estate of the deceased Contractor and or to the surviving partners of the Contractor's firm on account of the cancellation of the contract. The decision of the EIC that the legal representative of the deceased Contractor or surviving partners of the Contractor's firm cannot carry out and complete the contract shall be final and binding on the parties. In the event of such cancellation the EIC shall not hold estate of the deceased Contractor and or surviving partners of the Contractor's firm liable in damages for not completing the contract.

- **Settlement of Disputes:**

If any dispute or differences of any kind whatsoever other than those in respect of which, the decision of any person is, by the Contract, expressed to be final and binding) shall arise between the Employer and the Contractor or the Engineer and the Contractor in connection with or arising out of the Contract or carrying out of the Works (Whether during the progress of the

Works or after their completion and whether before or after the termination, abandonment or breach of the Contract) it, the aggrieved party may refer such dispute within a period of 07 days to the concerned authority other than the Engineer of the Contract.

72 Copyright:

The copyright of all drawings and other documents provided by the Contractor under the contract shall remain vested in the Contractor or his sub-contractors as the case may be the employer shall have a license to use such drawings and other documents in connection with the design, construction, operation, maintenance of the works. At any time the Employer shall have further license without additional payment to the Contractor to use any such drawings or documents for the purpose of making any improvement of the works or enlargement or duplication of any part thereof, provided that such improvement, enlargement, or duplication by itself or in conjunction with any other improvements, enlargements or duplications already made in accordance with the further license does not result in the duplication of the whole works.

77 Proprietary data

All documents and other information supplied by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Application. The Authority will not return any Application or any information provided along therewith.

78 Correspondence with the Applicant

Save and except as provided in this TENDER, the Authority shall not entertain any correspondence with any Applicant in relation to the acceptance or rejection of any Application.

79 Price Variation Clause

It has to be clearly understood that the contractor shall not claim for increase in the price of a particular material or group of materials and labour.

No extra items/ unforeseen items shall be carried out without the approval form AIESL. In case the item is to be carried out considering importance for the completion of work, the rates and rate analysis shall be submitted by the contractor and should be finalized by the EIC. The said work will be carried out after approval has been from AIESL.

80. Payment:

Interim Payment:

- i) Interim bills shall be submitted by the Contractor from time to time (but at an interval of not less than one month) for the works executed. The Engineer shall arrange to have the bills verified by taking or causing to be taken, where necessary, the requisite measurement of work.
- ii) Payment on account for amount admissible shall be made on the Engineer certifying the sum to which the Contractor is considered entitled by way of interim payment for all the work executed, after deducting there from the amount already paid, the security deposit / retention money and such other amounts as may be deductible or recoverable in terms of the contract.

82 Banning/De-Registration of Agencies of Construction/Repair works in AIESL

- The regulations regarding Demotion/ Suspension Banning for specific period or permanently / De-Registration shall be governed as per the respective condition in Contractor Registration Rules of AIESL.

83. JOINT VENTURE

Not Applicable.

84. Compensation for delay:

If the Contractor fails to complete the works and clear the site on or before the Contract or extended date(s) / period(s) of completion, he shall, without prejudice to any other right on account of such breach, pay as agreed compensation, amount calculated as stipulated below (or such smaller amount as may be fixed by the Engineer) on the contract value of the whole work or on the contract value of the time or group of items of work for which separate period of completion are given in the contract and of which completion is delayed for every week that the whole of the work of item or group of items of work concerned remains uncompleted, even though the contract as a whole be completed by the contract or the extended date of completion. For this purpose, the term 'Contract Value' shall be the value of the work at Contract Rates as ordered including the value of all deviations ordered:

- Completion period for projects (originally stipulated or as extended) not exceeding 6 months: to **the extent of maximum 1 percent per week.**
- Completion period for projects (originally stipulated or as extended) exceeding 6 months and not exceeding 2 years: **to the extent of maximum ½ percent per week.**
- Completion period for projects (originally stipulated or as extended) exceeding 2 years: to **the extent of maximum ¼ percent per week.**

When the delay is not a full week or in multiple of a week but involves a fraction of a week the compensation payable for that fraction shall be proportional to the number of days involved.

Provided always that the total amount of compensation for delay to be paid this condition shall not exceed the undernoted percentage of the Contract Value of the item or group of items of work for which a separate period of completion is given.

i) Completion period (as originally stipulated or as extended) not exceeding 6 months: **10 percent.**

ii) Completion period (as originally stipulated or as extended) exceeding 6 months and not exceeding 2 years: **7½ percent.**

iii) Completion period (as originally stipulated or as extended) exceeding 2 years: **5 percent.**

The amount of compensation may be adjusted set off against any sum payable to the contractor under this or any other contract with the AIESL.

85. Action and Compensation Payable In Case Of Bad Work and Not Done As Per Specifications

All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Engineer-in-charge, his authorized subordinates in charge of the work and all the superior officers, officer of the Vigilance Department of the AIESL or any organization engaged by the AIESL for Quality Assurance and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has 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 supervisor/ mukadam shall be considered to have the same force as if they had been given to the contractor himself.

If it shall appear to the Engineer-in-charge or his authorized subordinates in-charge of the work or to the officer of Vigilance Department, that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of any inferior description, or that any materials 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 which shall be made within twelve months of the completion of the work from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been 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 or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period 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: that if

- Completion period for (originally stipulated or as extended) not exceeding 6 months : to the extent of maximum 1 percent per week.
- Completion period for (originally stipulated or as extended) exceeding 6 months and not exceeding 2 years: to the extent of maximum ½ percent per week.
- Completion period for (originally stipulated or as extended) exceeding 2 years : to the extent of maximum ¼ percent per week.

for this default. In such case the Engineer-in Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the Engineer in charge may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and/or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the contractor.

If the penalization amount exceeds maximum limit with respect to Standard General Conditions of Contract, then a show cause notice shall necessarily be issued to the contract as to why the contract should not be terminated.

The above clause is summarized to make it easy to understand as follows:

- 1. The Engineer-in-charge shall issue notice to the contractor for rectifying the defects or redoing of the work if necessary, within specific time to achieve the desired quality and quantity of the work.*
- 2. If the contractor fails to comply the same, only then, the contractor shall be liable to pay compensation at the same rate as under clause 85 of the Contract for this default.*
- 3. If the penalization amount exceeds the maximum limit, then the contractor will be liable for being banned/ deregistered from business dealings with AIESL and this shall be governed by relative provision in Registration Rules of AIESL and Standard General Conditions of Contract.*

4. This penalization shall be levied only on account of delay in work, unsound, imperfect or unskillful workmanship or with materials of any inferior description, or that any materials or articles provided by him for the execution of the work are unsound or of quality inferior to that contracted for or otherwise not in accordance with the contract.

86. Contractors remain liable to pay compensation:

In any case in which any of the powers conferred upon the Engineer In-charge by the **relevant clauses** in documents that form a part of contract as exercised or is exercisable in the event of any future case of default by the Contractor, he is declared liable to pay compensation amounting to the whole of his security deposit. The liability of the Contractor for past and future compensation shall remain unaffected.

In the event of the Executive Engineer taking action against these **relevant clauses**, he may, if he so desires, take possession of all or any tools and plant, materials and stores in or upon the work of site thereof or belonging to the Contractor or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account at the contract rates, or in the case of contract rates not being applicable at current market rates to be certified by the Executive Engineer, may after giving notice in writing to the Contractor or his staff or other authorized agent require him to remove such tools and 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 Executive Engineer may remove them at the contractor's expense or sell them by auction or private sale on account of the Contractor at his risk in all respects and certificate of the Executive Engineer as to the expense of any such removal and the amount of the proceeds an expense of any such sale be final and conclusive against the Contractor.

87. No Claim to Any Payment or Compensation or Alteration in or Restriction of Work

(a) If at any time after the execution of contract documents, the Engineer shall for any reason whatsoever, desires that the whole or any part of the works specified in the Tender should be suspended for any period or that the whole or part of the work should not be carried out, at all, he shall give to the Contractor a Notice in writing of such desire and upon the receipt of such notice, the Contractor shall forthwith suspend or stop the work wholly or in part as required after having due regard to the appropriate stage at which the work should be stopped or suspended so as not to cause any damage or injury the



work already done or endanger the safety thereof, provided that the decision of the Engineer as to the stage at which the work or any part of it could be or could have been safely stopped or suspended shall be final and conclusive against the contractor.

The Contractor shall have no claim to any payment or compensation whatsoever by reason of or in pursuance of any notice as aforesaid, on account of any suspension, stoppage or curtailment except to the extent specified hereinafter.

88. Contractor to supply plant, ladder, scaffolding, etc. and is liable for damages arising from non-provision of lights, fencing, etc.

The Contractor shall supply at his own cost all material, plant, tools, appliances, implements, ladders, cordage, tackle scaffolding and temporary works requisite or proper for the proper execution of the work, whether, in the original altered or substituted form and whether included in the specification of other documents forming part of the contract or referred to in these conditions or not and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-In-Charge as to any matter as to which under these conditions is entitled to be satisfied, or which is entitled to require together with the carriage therefore to and from the work.

The Contractor shall also supply without charge, the requisite number of person with the means and materials necessary for the purpose of setting out works and counting, weighing and assisting in the measurements of examination at any time and from time to time of the work or materials, failing which the same may be provided by the Engineer In-charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract or from his security deposit or the proceeds of sale thereof, or offers sufficient portion thereof.

The contractor shall provide all necessary fencing and lights required to protect the public from accident and shall also be bound to bear the expenses of defence of every suit, action or other legal proceedings, that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit action or proceedings to any such person or which may with the consent of the contractor be paid for compromising any claim by any such person.

89. Prevention of Fire:

The contractor shall not set fire to any standing jungle, trees, brushwood or grass without a written permit from the Engineer In-charge. When such

permit is given, and also in all cases when destroying cut or dug up trees brushwood, grass, etc., by fire, the contractor shall take necessary measure to prevent such fire spreading to or otherwise damaging surrounding property. The Contractor shall make his own arrangements for drinking water for the labour employed by him.

90. Compensation for all damages done intentionally or unintentionally by contractor's labour whether in or beyond the limits of AIESL property including any damage caused by spreading the fire shall be estimated by the concerned authority of AIESL or such other officer as he may appoint and the estimate of the Engineer in-charge to the decision of the GM-Engineering-AIESL on appeal shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand failing which the same will be recovered from the Contractor as damages or deducted by the Engineer In-charge from any sums that may be due or become due from AIESL to contractor under this Contract or otherwise. Contractor shall bear the expenses of defending any action or other legal proceedings that may be brought to prevent the spread of fire and he shall pay any damages and costs that may be awarded by the Court in consequence.

91. In the case of Tender by partners, any change in the constitution of the firm shall be forthwith, notified by the contractor through the Engineer In-charge for his information.

92. **Action where no specifications:**

In the case of any class of work for which there is no such specifications, such works shall be carried out in accordance with the specifications and in the event of there being no such specifications, then in such case, the work shall be carried out in all respects in accordance with all instructions and requirements of the Engineer In-charge.

93. **Safety and medical help:**

- (i) The Contractor shall be responsible for and shall pay the expenses of providing medical help to any workmen who may suffer a bodily injury as a result of an accident. If such expenses are incurred by AIESL, the same shall be recoverable from the contractor forthwith and be included without prejudice to any other remedy of AIESL from any amount due or that may become due to the Contractor.
- (ii) The contractor shall provide necessary personal safety equipment and first-aid box for the use of persons employed on the site and shall maintain the same in condition suitable for immediate use at any time.
- (iii) The workers shall be required to use the safety equipment so provided by the contractor and the contractor shall take adequate steps to ensure the proper use of equipment by those concerned.
- (iv) When the work is carried on in proximity to any place where there is risk or drawing all necessary equipment shall be provided and kept ready for use and all necessary steps shall be taken for the prompt rescue of any person in danger.



94. No compensation shall be allowed for any delay caused in the starting of the work on account of acquisition of land or in the case of clearance of works, on account of any delay in according to sanction of estimates.

95. Indemnification:

1. The successful Contractor shall indemnify AIESL against third party claims arising out of equipment malfunctioning / mishandling or acts and deeds on the part of Contractor's personnel deployed for the work. The successful Contractor shall also indemnify to reimburse any loss or damage by its personnel to AIESL personnel or property including aircraft, machinery, equipment or buildings, etc. In case, any such amount is not deposited / paid to AIESL, the same shall be deducted from Security Deposit / Bills / future payments due to the successful Contractor.

2. In the event, AIESL pays or is made responsible to pay the compensation for / towards non-compliance of statutory and labour provisions / any other reason, the successful contractor shall indemnify and keep indemnified AIESL to the full compensation in this regard.

3. In case of injury or loss of AIESL staff due to any act or deed of successful Contractor's employee or due to an accident, the successful Contractor shall arrange to pay AIESL employee's legal heirs as per existing Govt. rules and regulations. The insurance claim settlement shall be the sole responsibility of the successful Contractor. The legal costs shall also be borne and paid by the successful Contractor.

4. The Contractor shall indemnify against any clause elsewhere as referred to in this tender document which specifies so.

96. ARBITRATION:

Any dispute or differences, whatsoever arising between the parties out of or relating to the construction, interpretation, application, meaning, scope, operation or effect of the Service Agreement or validity or the breach thereof, shall be referred to 'SCOPE FORUM OF CONCILIATION AND ARBITRATION – GOVT. OF INDIA' and the award made in pursuance thereof shall be binding on the parties to the arbitration.

The venue of arbitration shall be at Mumbai, India and it shall be referred to a bench of three arbitrators. Each of the Party of the Contract shall select one arbitrator each and the Panel of Scope Forum of Conciliation and Arbitration shall select the third arbitrator who shall act as Chairman / Presiding arbitrator or the Arbitral Tribunal.

The arbitration proceedings shall be carried out in English and the award of the Arbitral Tribunal shall be final and binding on the Parties.

97. JURISDICTION:

In respect of any matter arising out of this contract the courts of law in Mumbai shall have the exclusive jurisdiction and both the parties submit to the said jurisdiction.



98. ASSIGNABILITY :

The vendor / supplier agrees and understands that the Carrier may be subject to reconstitution of its legal entity by way of a possible merger / dissolution / novation / takeover as stipulated by the Government of India in near future and prior to the completion of the term of the said GTA (General Trade Agreement). In light of the said possibility, the vendor / supplier hereby agrees and undertakes to continue to abide by all its obligations as stipulated in the GTA executed with Carrier, irrespective of the nature, name and style of any future entity that the Carrier may be merged with. The new entity shall continue to abide by all obligations of the Carrier as stipulated in the GTA. The GTA and the corresponding obligations of the vendor / supplier will continue to operate and be valid and subsisting as between the vendor / supplier and the new entity that the Carrier may be merged with. Furthermore, by operation of this clause, the vendor / supplier acknowledges that this clause shall operate over and above any provision to the contrary mentioned in the GTA.



SECTION 8

SPECIAL CONDITIONS OF CONTRACT



SPECIAL CONDITIONS OF CONTRACT

1. If it is found that firms as described below have tendered separately under different names for the same contract, all such tender(s) shall stand rejected and tender deposit of each such firm / establishment shall be forfeited. In addition, such firm / establishment shall be liable for further penal action including blacklisting at the discretion of the AIESL.
2. If it is found that closely related persons have submitted separate tenders / quotations under different names of firm / establishment but with common address for establishments / firms and/ or if such establishments / firms though they have different addresses are managed or governed by the same person / persons jointly or separately, such tenders shall be liable for action including similar action against the firm / establishment concerned.
3. If after award of contract it is found that the accepted tender violated any of the clauses, the contract shall be liable for cancellation at any time during its currency in addition to penal action against the contractor as well as related firm / establishments.
4. The amount quoted shall include provision of all necessary labour & material, plant, equipment, scaffolding and centering as per requirement of the item to be executed completely in all respect as per direction of engineer in charge.
5. The rates quoted shall be firm and no variation will be allowed on any account.
6. All payments under the contract will be made only on the designated Bank Account through Electronic Clearing System/ RTGS/ NEFT/ CBS.
7. Before commencing execution of work, contractor should ensure at his cost against any damage, loss or injury that may occur to any property including any of their personal and user department of AIESL by an arising of contract. All insurances to be effected by the successful tenderer shall be taken up with the Director of Insurance, Maharashtra State only.
8. Successful Tenderer shall have to pay a security deposit as per G.C.C. as amended up to date.
9. Any addition / alteration / omission required for any work shall be carried out only after obtaining prior approval of the Engineer in writing; in any case no post facto approval will be given.
10. In the event of dispute between parties, the dispute would be subjected to the jurisdiction of Courts in Mumbai.
11. The tenderer shall invariably submit this tender notice form together with the specifications, schedule of quantities and rates duly filled in and signed. Any irregularities in this respect shall cause rejection of the quotation.
12. AIESL do not have site available for disposal of Debris/Demolition material/ excavated earth. The Contractor shall dispose these materials properly at his own risks & cost. The contractor shall quote the tender keeping these in mind, no separate payment shall be made for disposal of these Debris/Demolition materials/ excavated earth/ material.
13. All the requirement given by AIESL shall be complied by the successful bidder. The tenderer / bidder shall therefore quote his rates accordingly, anticipating the change in the Scope of Work due to above orders, and no extra claim in this regard will be entertained afterwards.
14. The successful bidder shall make all the available records to the monitoring committee for the inspection.
15. All material required for the work can be stacked near the site of work in such manner so as not to cause



any inconvenience to the user department . If no space is available on site then tenderer shall make his own arrangement for stacking of material etc. No extra payment will be made on this account.

16. The contractor should note that during the execution of the work, debris etc. dumped on site will have to be removed immediately after completion of the work as per direction of the Engineer, failing which the same will be removed at the risk and cost of the contractor.
17. The tenderer shall depute a site supervisor and an engineer on this work with whom AIESL Engineer may require to liaise with. The rate quoted shall include the cost of any unforeseen item, connected with the work in question, required for the proper execution and completion of work in all respect. The tenderer will not be reimbursed any taxes/ charges/ octroi/ cess etc. which is in force or in force in future.
18. The tenderer / contractor will have to make good, without any extra payment, any damage or loss to the AIESL property/private property while executing the work and need to quote accordingly.
19. The water supply to the user department shall not be disturbed during execution of the work.
20. Maximum care should be taken to the satisfaction of the Engineer to provide and maintain adequate protection to all electrical and mechanical installations. No extra payment will be made on this account under any circumstances.
21. Contractor will be provided the electric supply on site for fabrication and allied works. It is to be noted that the electrical, water and sewerage charges shall be deducted at the rate of 0.25%, 0.35% and 0.65% on total billing amount before additional taxes.
22. The contractor shall intimate the concerned authorities before starting the work and execute the work priority fixed by the Engineer. The inventory of serviceable and unserviceable material must be taken jointly with Engineer-in-charge before starting of work.
23. Wherever and whenever necessary as directed by Engineer-in-charge, the unserviceable materials will have to be removed from the site within the time period as directed. The serviceable material recovered should not be taken away by the contractor
24. AIESL will not be responsible for any delay that may be caused due to unforeseen circumstances and no compensation on this account will be paid.
25. Materials brought on the site or debris will not be allowed to be stacked in passages, in the car park area, on road. It shall be stacked as per directions of site in charge.
26. The tenderer / contractor will have to make adequate shielding arrangement by putting necessary hoardings, screen or gunny bags, etc. so as to avoid any accident or nuisance to the occupants during the work without any extra payment. Barricading to be done on all sides to avoid nuisance for a height as per directions of engineer in charge.
27. The Engineer-In-charge reserves the right to delete any item, alter / reduce the scope of the work, no extra claim in this respect will be allowed.
28. In case of any discrepancy between the plans and B.O.Q items, items to be operated shall be decided by the Engineer and the same shall be binding on the contractors without paying any extra cost.
29. For transport of materials, contractors will have to provide mechanical lift or pulley at their own cost. No extra payment will be made for this arrangement.
30. The contractors shall take photographs of the work site before commencing, during execution and after completion of work, as directed. The contractor shall take photographs of site as and when directed by Engineer. The Photographs should be so arranged in the Register that original site position and finished



- site position of the same location should be vis-à-vis. No extra payment will be made for this arrangement. The register should be duly signed by Engineer-in-charge and contractor fortnightly.
31. The contractor shall have to arrange to carry out the work during night time also as per urgency of the work, at no extra cost with prior permission in writing from competent authority.
 32. After completion of the proposed work, the tenderer/ contractor will have to hand over the site in neat and clean condition for which no extra payment will be made.
 33. Looking to the water supply requirements, the tenderer may be required to provide quite a large number of Polyethylene Plastic water storage tanks including required fittings as directed by the Engineer. No extra cost for this shall be paid.
 34. It is mandatory for the contractor to maintain the Noise level during the construction activity within the permissible limits.
 35. The contractors shall provide proper safety gears to their staff, labours. Failure to provide safety gears as per above clause a penalty of Rs.1000/- per labour per day shall be imposed. The contractor will be fully responsible towards the safety of staff and labours for the entire Contract period. Also, the display of cautionary/danger boards shall be placed at all required locations as directed by engineer in charge at contractor's own cost.
 36. Tenderers are requested to take cognizance of the child labour act and to take precaution not to deploy child labourer on the work. If child labourers are found deployed on the work, a penalty of Rs.5,000/- on the spot will be imposed on the defaulting contractors and further action as deemed fit will be taken. The contractor shall comply with all industrial & labour rules & regulations, which are in force from time to time. The CONTRACTOR has to follow strictly the government labour acts, which are in force at present & at all future times & all necessary arrangements for labour will have to be made by the CONTRACTOR.
 37. No Temporary huts for labours for this work will be permitted on work site in consultation. The contractors will strictly observe that labourers will use the toilets and bathing facilities but no unhygienic conditions are created at site.
 38. The tenderers should note that the work shall be carried out preferably during day time i.e. from 09.00 am to 06.00 pm only. However, in case of emergency, work can be continued during night hours/ Sunday/ holidays after taking permission from competent authority.
 39. Even though the Contractor takes all the precautionary measures and by chance any workman is injured or dies, the Contractor will be responsible for settlement of disputes and claims of damages by the workman or his legal heirs.
 40. The rates quoted in the tender shall include all charges for clearing of site before commencement as well as after scaffolding, watching and lighting by night as well as day including Sundays and Holidays, temporary plumbing and electric supply, protection of the workers and safety of adjacent hangars, buildings and all other erections, matters or things and the Contractor shall take down and remove any or all such scaffolding, staging, as occasion shall require or when ordered so to do, and fully reinstate and make good all matters and things disturbed during the execution of work and to the satisfaction of the Engineer. The rates quoted shall be deemed to be for the finished work to be measured at site. The rates shall also be firm and shall not be subject to exchange variation, labour conditions, freights or any conditions whatsoever. Tenderers must include in their rates, Insurance against Fire, Theft, damages by Oriental Insurance Company or any other Government Insurance Company for the period of 1 years from the date of commencement and other levy levied by the Central Government or any State



Government or any local authority, if applicable and prevalent during the entire contract period. No claim in respect of sales tax, excise duty, octroi or other taxes, duties or levies whether existing or levied in future shall be entertained by the Employer.

41. Variations in the quantities mentioned in the tender documents can be to any extent (increased or decreased) escalation in the rates shall not be permitted on this account.
42. The Contractor shall in connection with the works provide and maintain at his own cost all lights, guards, fencing and watching when and where necessary or required for the safety and convenience of the user dept. The security & safe keeping of the contractor's material, equipment, tools, etc. shall be the sole responsibility of the contractor.
43. All statutory requirements, Factories Act, ESI, Workmen Compensation, Bonus Act, Provident Fund & Gratuity Act, Industrial Dispute Act, etc., wherever applicable and where contributions / compensation / payments are to be made the same shall be borne by the contractor either during the term of contract or after.
44. All necessary tests for verification of quality of material used for the work; as may be deemed fit shall be carried out by the contractor at his cost. No separate payments will be made on this account.
45. The serviceable materials obtained from existing structures, such as wooden doors & aluminium windows, M.S. Grills, gates etc. shall be removed from site as directed by engineer by taking & maintaining proper inventories of serviceable materials with them.
46. All circulars published by AIESL from time to time will be applicable to the Contractor.
47. The Engineer not below the rank of Engineer-In-charge is entitled to impose a penalty of Rs. 2500/- per day/lapse, in accordance to the gravity of default communicated in writing. Penalty amount will be recovered from contractors running bill. This penalty is over and above Penalty mentioned under G.C.C.. If it is observed that, the contractor carrying out the work fails to comply with the instructions given by the Engineer-In-charge twice during execution of work , the work will be terminated and will be carried out at the risk and cost of the contractor and penal action will be taken against them. This decision will not be arbitral at all. The abovementioned condition will be in addition to the relevant condition in the General Condition of contract regarding cancellation of contract in full or partly final decision of disputes, difference of claims raised by the contractor or relating to any mater out of contract.

Other penalties:-

1. In addition to any penal action under the General Conditions of Individual contracts, a registered contractor will be liable under the registration Rule to one or more of the following penalties:

Warning / Fine

A contractor will be liable to a warning and /or penalty for Non-compliance of any provision of the rules.

Failure to comply with any clause or direction under these rules or comply with any conditions of Tenders/contracts.

Inadequate progress / performance under the contract.

For the first default of any type mentioned above a warning will be issued. For each subsequent default of the types in (a) & (b) above the minimum penalty will be fine of Rs. 2,500/- while that for a default of the type (c) the minimum penalty will be Rs. 5,000/- for contracts of up to Rs. 25 Lakhs and Rs. 10,000/- for contacts of above Rs. 25 lakhs. Higher Amount of penalty may be levied by the competent authority for reasons to be recorded.



Demotion

1. A contractor will be liable to be demoted to a lower class of registration on any of the following grounds:

Specific failure or default in execution of individual works in respect of physical progress for quality of such works.

Deterioration in financial or technical ability /capacity

Repeated failure to fill in Tender documents fully and correctly or delay in execution of formal contract documents.

Patent Rights and Royalties – The Contractor shall save harmless and indemnify the Employer from and against all claims and proceedings for or on account of infringement of any Patent rights, design trademark or name of other protected rights in respect of any Plant or Materials and from and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

All the items which require fixtures, traps, pipes, fittings etc. to make the item functional (e.g. water closet, health faucet, wash basin, urinal, drainage), are inclusive of all such fittings. No extra compensation will be paid for any unforeseen items required for making item functional in any form. The contractor shall quote accordingly in such cases.

The work of providing and fixing in position UPVC/SWR, GI pipe of given diameter in any position as per specification shall be carried out in such way that pipe and wall surface will be separated by clamp of at least 100mm depth to avoid direct contact of pipe with wall surface. No extra payment will be made to the contractor in this respect.

The contractor shall maintain the following registers during execution of work.

List of Registers

Register Code	Name of Register
1	Instruction Register
2	Daily Progress Register
3	Cement Variation Register
4	Cement Register
5	Material Testing Result File
6	Photograph File
7	Penalty Register
8	Correspondence File
9	File Containing Drawings
10	Inventory Register



11	Any Other Registers Required As Per Description Of Items For Any Activity/Material/Quantity For Which Payment is Made Or As Instructed By Engineer In charge.
----	---

Contractor shall visit the site & shall quote accordingly considering the site condition.

The Samples of all visible materials like decorative laminates, boards, fabrics, glass, plywood, polish, hardware for doors and windows etc. shall be got approved by Engineer in charge / Architect before ordering the entire quantity. The said samples shall be retained for comparing with actual delivery of similar material at site.

The Contractor shall complete work by making connection with proper finishing, fixing furniture to wall/flooring, filling, finishing gaps between furniture & wall/ceiling, making good etc. complete, free of cost to the satisfaction of Consulting Architect. The cost of such work shall be included in rate of items.

The Engineer will have the option to have any of the materials tested to find out whether they are in accordance with the specifications and the Contractor will bear all the expenses for such testing. All bills, vouchers and test certificates which in the opinion of the Engineer in charge, their suitability shall be produced for his inspection when required.

The interpretation & decision given by Engineer in charge shall be final & binding to contractor for any discrepancies in drawings, description of items of work in BOQ & specification.

The Contractors shall have to carry out the repair works in phases and with proper care without disturbing the function of workshop/hangars/offices. Therefore, Contractors have to quote the tender accordingly.

The Contractors shall have to provide all safety gadget, personal safety equipment's and identity cards to workmen at site at his own cost.

The contractor have to carry out repair works as per time slot given by user department i.e. given particular time slot can during early day or night at no additional cost to AIESL. Therefore, contractor have to quote the tender accordingly.

The contractors have to provide extra labors for shifting of existing movable materials to carryout repairs and to maintain the current functioning of workshop/hangars/offices. Therefore, contractors have to quote the tender accordingly.

TESTING OF MATERIAL –

The charges for testing of construction materials shall be as per the rates in force at the time of testing of materials/asphalt mixes and the testing charges shall be borne by the contractor.

All requests for testing of samples must be made in writing to in duplicate specifying there in the following information (separate memo should be sent for concrete, steel, soil, asphaltic mixes) etc.

Name of the Work, Work Code No. if any.

Type of material and tests desired (i.e. grade of cement, date of consignment)

Identification mark on the sample should be mentioned on the forwarding memo (in case of concrete beams and cubes identification marks, grade of concrete, date of casting, specimen No. should be engraved on concrete. If these details are marked by paint, samples will not be accepted. In case of reinforcement bars, details shall be displayed on label pasted on bars and label must be signed by the officer who has taken the samples.)

Name and full postal address of the officer to whom the results must be sent.

Date of sampling (Sr. No. of load casting concrete or taking cement samples.)

Name of the tenderer carrying out the work.

Any other information, which is specified by the user department.



Samples must also bear the identification mark and signature of site in charge/ officer taking the samples. In case of samples of asphalt mixes sent in polythene bags a legible duplicate tag should be stapled from outside.

Quantity of sample for testing must be adequate as shown in the schedule.

Samples for tensile testing of reinforcing bars shall be straight for entire length without bends. The ends of the bars shall be hacksaw cut and not chisel cut. One sample of each diameter bar shall be sent for first test and for retest, two bars shall be sent. The length of the bars shall be 50 cm. for all diameters. Test Certificates (Chemical/Physical tests from manufacturers) will be submitted along with each Lot of Steel.

Samples that are sent for testing for natural moisture content, shall be forwarded in wax coated packing or sealed airtight bags.

Undisturbed samples sent in sampling tube shall be wax coated on both open ends



SECTION 9

SPECIFICATIONS
& SELECTION OF MATERIAL



SPECIFICATIONS & SELECTION OF MATERIAL

The tender is prepared on the basis of Rates and specifications as per current market.

SELECTION OF MATERIAL

1. All materials brought on the site of work and meant to be used in the same, shall be the best of their respective kinds and to the approval of the Engineer. The Engineer or his representative will accept that the materials are really the best of their kinds, when it is proved beyond doubt that no better materials of the particular kind in question are available in the market.
2. The contractor shall obtain the approval of the Engineer of samples of all materials to be used in the works and shall deposit these samples with him before placing an order for the materials with the suppliers. The materials brought on the works shall conform in every aspect to their approved samples. Fresh samples shall be deposited with the Engineer when-ever the type or source of any material changes.
3. The contractor shall check each fresh consignment of materials as it is brought to the site of works to see that they conform in all respects to the Specifications of the samples approved by the Engineer, or both.
4. The Engineer will have the option to have any of the materials tested to find out whether they are in accordance with the Specifications and the Contractor will bear all expenses for such testing. All bills, vouchers and test certificates, which in the opinion of the Engineer or his representative are necessary to convince him as to the quality of the materials or their suitability shall be produced for his inspection when required.
5. Any materials that have not been found to conform to the specifications will be rejected forthwith and shall be removed from the site by the contractor at his own cost within 24 hours.
6. The Engineer shall have power to cause the Contractors to purchase and use such materials from any particular source, as may in his opinion be necessary for the proper execution of the work.
7. Notwithstanding the source, the sand shall be washed using sand washing machine before use.



SECTION 10

FRAUD AND CORRUPT PRACTICES



FRAUD AND CORRUPT PRACTICES

The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject an application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

Without prejudice to the rights of the Authority under relevant Clause hereinabove, if an Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any tender or RFQ issued by the Authority during a period of 2 (two) years from the date such Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

- A. “corrupt practice”** means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA

or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or

save and except as permitted under the relevant sub clause, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

- B. “Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- C. “Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- D. “Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- E. “Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

- F.** If the Employer/Financier determines that the Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days' notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site, and the provisions of relevant Clause shall apply as if such expulsion had been made.
- G.** Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with relevant Clause.

For the purposes of this Sub-Clause:

- i. "Corrupt practice" is the offering, giving, receiving to soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. "Another party" refers to a public official acting in relation to the procurement process or contract execution. In this context, "public official" includes Financier staff and employees of other organizations taking or reviewing procurement decisions.
- iii. "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- iv. "Collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- v. "Coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

- vi. “Obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Financier investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
acts intended to materially impede the exercise of the Financier’s inspection and audit rights provided.
- vii. “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.
- viii. ” parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non-competitive levels.
- ix. a “party” refers to a participant in the procurement process or contract execution.



SECTION -11
DIRECTIONS TO THE TENDERES

DIRECTIONS TO THE TENDERER

- 1) The rate quoted shall be inclusive of transporting and disposal of surplus excavated material.
- 2) The percentage quoted shall include the cost of any unforeseen item of work connected with the work in question required for the proper execution of the work.
- 3) The materials used shall conform to the related ISI specifications as well as AIESL specified specification wherever applicable. Directives of Engineer concerned will be binding.
- 4) The water supply to the user department shall not be disturbed during execution of the work. Contractor shall make alternate arrangement for providing equivalent capacity tank to restore water supply at their own cost.
- 5) Maximum care should be taken to the satisfaction of the Engineer to provide and maintain adequate protection to all electrical and mechanical installations. No extra payment will be made on this account under any circumstances.
- 6) Contractor will have to make their own arrangement for getting the electric supply / temporary electric meter on site for fabrication and allied works at their own cost.
- 7) The contractor shall intimate the concerned authorities before starting the work and execute the work on priority fixed by the Engineer-in-charge. The inventory of serviceable and unserviceable material must be taken jointly with Site-in-charge (Sub-Engineer)

before starting of work.

- 8) No separate payment will be made for dewatering the water seeping in the trenches and foundation pits opened while executing excavation and other foundation works. The possibility of high water table should be kept in mind while quoting the percentage.
- 9) While excavating the trenches for foundation utmost care shall be taken that the foundation of adjoining structures will not be disturbed.
- 10) Materials brought on the site or debris will not be allowed to be stacked in passages or in the car park area.
- 11) After completion of the waterproofing work, the leakage test shall be carried out after impounding the water and plugging the openings at least for ten days, without any extra cost.
- 12) Plumbing and sanitary works will have to be carried out through licensed plumber. All plumbing lines will be provided 2" away from wall with spaces as directed. The horizontal and vertical lines should be in line & level.
- 13) The centering shall be provided only in M.S. plates and M.S. pipe props.
- 14) Engineer in-charge reserves the right to delete any item, alter / reduce the scope of the work, no extra claim in this respect will be allowed.
- 15) Water Proofing Treatment layer should not be removed manually, the layers have to be removed by battery operated cutter only. No extra payment will be made.
- 16) Staircase will not be allowed for transport of materials and



contractor will have to provide mechanical lift or pulley at their own cost. No extra payment will be made for this arrangement.

- 17) The contractor shall have to arrange to carry out the work during night time also as per urgency of the work, at no extra cost with prior approval from Engineer in-charge.
- 18) After completion of the proposed work, the tenderer/ contractor will have to hand over the site in neat and clean condition for which no extra payment will be made.
- 19) AIESL do not have site available for disposal of Debris / Demolition material / excavated earth. The Contractor shall dispose these materials properly at his own risk & cost. The contractor shall quote the tender keeping these in mind. No separate payment shall be made for disposal of these Debris / Demolition material / excavated earth.
- 20) It is mandatory for the contractor to maintain the Noise level during the construction activity within the permissible limits..
- 21) The serviceable material of AIESL obtained during work, such as M.S. Grills, reinforcement, structural pipes & MS props if provided etc. shall be handed over in the custody of concerned authority.
- 22) No extra payment shall be made to make appropriate provision to close door, window & opening as and where necessary to avoid breakage of glass and entry of dust during operation using 6 mm commercial plywood. Contractor shall quote the tender by taking note of it.
- 23) Appointment of licensed structural engineer shall be done by successful bidders for execution of work. However, no payment will be permitted to such licensed structural engineer by AIESL.

- a) Contractor shall appoint / avail the services of Structural Engineer registered with AIESL to supervise / periodically supervise the structural repair work at his own cost and submit his consent along with his registration / license certificate before starting the work.
- b) The above said registered structural engineer shall issue a certificate after completion of structural repair work certifying that the structural repairs have been carried out under his supervision and the repairs are carried out satisfactorily according to him as per structural audit report. This certificate should also state that the structure after repairs is stable and fit for human habitation (i.e. structural stability certificate).
- 24) No extra payment shall be paid for removing and refixing of windows MS grill / aluminum grill. Contractor shall quote the tender by taking note of it.
- 25) Tenderer/bidders shall take proper care while carrying out repairing work of electrical cabins as switchgears & other electrical items needs to be shifted carefully to avoid any mishap, theft & to have continuous supply on site in consultation with the user dept.
- 26) The contractor shall carry out periodic medical checkup of employees working under him.
- 27) Penalty to the contractor shall be as per the recent GCC.



SECTION-16

ANNEXURE ,APPENDIX And PROFORMA'S



ACCEPTANCE LETTER

To,
General Manager,
EFD / ENGG., AIESL,
Mumbai 400 029.

Sir,

I/ We have read and examined the following documents relating to the construction of _____

_____ General condition of contract for Civil Works of the AIESL of tender no.dated.....

.....

I/We also agree to keep this tender open for acceptance for a period of 120 days from the date fixed for opening the same and not to make any modifications in, its terms and conditions which are not acceptable to the AIESL.

Yours faithfully,

DATE:

PLACE :

SIGNATURE OF BIDDER WITH THE RUBBER STAMP



REGRET LETTER

(To be sent under Contractor's Letter head)

To,
General Manager,
EFD / ENGG., AIESL,
Mumbai 400 029.

NAME OF THE WORK:

REF: Tender No. PFD.....

Sir,

We regret to inform you that we are unable to quote for the subject tender due to the following reason:

1.....

2.....

DATE:

PLACE :

SIGNATURE OF BIDDER WITH THE RUBBER STAMP

ANNEXURE A

(Name of Work):-		
1. The Engineer for this work will be		
2. Estimated cost of Tender		
a. Civil works (A)		
3. Earnest Money (2% of the Estimated cost in the form of D.D.)		
4. Time Period		
1. Contract as a whole Period completion		
**Part or Groups of items		
2.		
i) -----	i)--	Months--
ii)-----	ii)--	Months---
iii)-----	iii)---	Months---
3. Defect Liability Period		
Repair work	i)	03 years
Structural	ii)	05 years
Waterproofing	iii)	05 years

Percentage to be charged as supervision charges for the work got executed through other means 10 percent.

The “Actual cost of the work” shall mean in the case of percentage rate contracts the actual cost of the work executed at the rates as mentioned in the Contract Schedule adjusted by the Contractor's percentage rate and cost of extra and excess, but excluding the cost on account of Water Charges and Sewerage Charges if any, payable by the contractor and also excluding cost on account of price variation claims as provided of these conditions as amended up to date.

1. In case of item rate contracts the actual cost calculated for the work executed at the rates mentioned in the contract schedule for different items including cost of excess and extra items of the work excluding the cost of water charges and sewerage charges if any, payable by the contractor and excluding cost on account of price

variation claims as provided in extra excess conditions as amended up to date.

2. In case of lump sum contract the cost of the work actually carried out as per break up and programme of the work and the schedule of payment included in the contract including cost of any excess and/or extra items, of the work, excluding the cost on account of water charges and sewerage charges and also excluding cost on account of price variation claims as provided in extra excess conditions as amended up to date.



ANNEXURE- B

On Rs. 100/- stamp paper

PRE-CONTRACT INTEGRITY PACT

Tender No.....

The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following:-

1. The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the AIESL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
2. The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the AIESL or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.
3. The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
4. The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
5. The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the AIESL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
6. The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the AIESL as part of the business relationship, regarding plans,

- technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.
7. The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
 8. The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
 9. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority/AIESL/Employer may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process

For the purposes of this Clause 9, the following terms shall have the meaning herein after respectively assigned to them:

1. “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;
2. “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any persons participation or action in the Bidding Process;
3. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
4. “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

DATE:

PLACE :

SIGNATURE OF BIDDER WITH THE RUBBER STAMP



Annexure-C

(On Rs. 200/- Stamp paper)

INDEMNITY BOND

INDEMNITY BOND

THIS INDEMNITY BOND is executed on this _____th Day of _____ 2023, by _____

_____ having, it Registered Office at _____ hereinafter referred to as Contractor (which expression shall unless it be repugnant to the context to the meaning thereof shall be deemed to mean and include its successor and assigns).

Whereas _____ (name of the Contractor) shall enter into an agreement with M/s. AI Engineering Services Limited, a Company hereinafter referred to as “AIESL” incorporated in New Delhi under Companies Act, 2013 having, its Registered Office at AI Engineering Services Ltd(AIESL), Old Airport Kalina, Santacruz East, Mumbai-400029 (which expression shall unless it be repugnant to the context to the meaning thereof shall be deemed to mean and include its successors and assigns)

And whereas the Contractor by means of an agreement shall provide :
.....

In terms of Clause-95 of the terms and conditions specified in the Tender Document dated. _____ the Contractor agrees to undertake to keep AIESL indemnified against any claims / cost / damages and penalties in respect of breach of any Labour Laws both Central and State.

1. In terms of Clause 95 of the terms and conditions specified in the Tender Document the Contractor agrees to be responsible for ensuring the compliance of Labour Laws both Central and State especially, but not limited to Employees State Insurance Act, 1948 and Employees Compensation Act, 1923, Employees Provident Funds & Miscellaneous Provisions Act 1952, Payment of Wages Act 1936, Minimum Wages Act, 1938, Contract Labour (Regulations and Abolition) Act, 1970, Employers' Liability Act, 1938, Maternity Benefit Act, 1961 and Bombay Labour Welfare Fund Act, 1953 as applicable from time to time and further shall be solely responsible for any cost and consequences on account of any breach and/or non-compliance of any other provisions of Labour Laws and shall indemnify AIESL against any claim/cost/remedies and penalties in respect of breach of any of the provisions of Laws in force.
2. It is further agreed that the Contractor shall, within Fifteen days from the commencement of the contract obtain Form-V from AI Engineering Services Ltd(AIESL) and arrange license under Contract Labour (Regulation & Abolition) Act, 1970 issued by the Competent Authority & deposit a copy with AIESL at the time of commencement of the job.
3. It is further agreed that the Contractor shall indemnify AIESL against any claim/s with regard to Minimum Wages Act, Payment of Wages Act, Provident Fund Act, ESI Act, Contract Labour (Regulations



& Abolition) Act, Workmen Compensation Act, Bombay Labour Welfare Fund Act, any Acts/Laws prevailing during the validity of the contract applicable to the Contractor and other emoluments/allowances payable to the workmen deployed by the Contractor during the validity of the Contract. The Contractor confirms that all records of payments including Wage Registers/Muster Roll/Bank Clearance Statements/Overtime incurred penalties and advances if any in respect of the workmen engaged by the Contractor shall be maintained and produced as and when required by the AIESL and/or any other third-party including Government Agencies/Authorities

4. The Contractor further confirms that necessary ESI/PF payments in respect of the workmen engaged by the Contractor shall be made during the tenure of the contract within the time schedule as specified under the applicable Acts and further indemnifies AIESL against any claim/s and liabilities arising out of the contract during the validity of the contract.
5. The Contractor also confirms that the relevant records pertaining to half yearly returns in respect of ESI and Annual returns in respect of PF filed by the Contractor shall be submitted to the AIESL from time to time. The Contractor also undertakes to produce the relevant documents in respect of the various returns and the payments made during the tenure of the contract in respect of the workmen engaged by the Contractor before any third party, Government Agency/Authority. The Contractor also confirms that the Contractor shall maintain all records relevant to the record of ESI/PF deductions/deposits made and shall produce the same before the AIESL as and when required and/or required by any third party, Government Agency/Authority.
6. The Contractor hereby indemnifies and agrees to keep the AIESL indemnified, during the period of the contract and even thereafter, to make good any losses, payments, penalties incurred by the AIESL on account of non-compliance of whatsoever nature on the part of the Contractor in the matter of all applicable legislations with regard to his employees deployed on contract awarded to them by the AIESL.
7. The Contractor hereby indemnifies and agrees to keep the AIESL indemnified, against any clause elsewhere as referred to in this tender document No. _____ which specifies so

Signed, Sealed & Delivered

Within the named _____

Through their Director/Proprietor/
Representative.

Witness:

- 1.
- 2.



Annexure- D
Rate Analysis

Item
Description

Sr. No.	Description of rate analysis parameter	Unit	Quantity	Rate	Amount
1	Basic Material (Rate should be without GST)				
2	Machinery Hire Charges				
3	Labour Type		(labour Components)		
4	Total of all components				
5	Overhead & Profit 15% on 4				
6	Total Rate (4+5)				
7	Per unit rate				

DATE:

PLACE :

SIGNATURE OF BIDDER WITH THE RUBBER STAMP

PROFORMA – I

PROFORMA-I												
Sr No	Name of the Project	Name of the Employer	Date of startin g of work	Stipulate d/ Actual Date of Completi on	Actual cost of work done in Rs. (year-wise)							Total
					16- 17	17- 18	18- 19	19- 20	20- 21	21- 22	22- 23	
1												
2												
3												

The list of similar works as stated in Para ‘A’ of Post qualification during last seven years–

NOTE:

1. Scanned Attested copies of Work orders/completion/performance certificates from the Engineer-in-Charge for each work should be annexed in the support of information furnished in the above proforma.
2. Works shall be grouped financial year-wise.



PROFORMA – II

Yearly turnover of Civil Engineering Construction Works during the last Three years.

PROFORMA – II					
Sr. No.	Financial Year	Annual Turnover of Civil Engineering Works	Updated value to current year	Maximum of last 5 years	Page No.
1					
2					
3					
4					
5					
		Total			

NOTE: The above figures shall tally with the audited balance sheets uploaded by the tenderers duly certified by Chartered Accountant.



PROFORMA - III

PROFORMA III							
Description of work	Place	Contract No. & Date	Name & Addresses of employer	Value of Contract in Rs.	Scheduled date of completion	Value of work remaining to be completed	Anticipated date of completion
1	2	3	4	5	6	7	8

Details of Existing Commitments and ongoing works –

Note: Scanned Attested copies of completion/performance certificates from the Engineer-in-Charge for each work should be annexed in the support of information furnished in the above proforma.



PROFORMA - IV

PROFORMA IV						
Description of work	Place	Name & Addresses employer	Value of Contract Rs.	Time Period	Date on which Decision is expected	Remarks
1	2	3	4	5	6	7

Details of works for which bids are already uploaded –

Note: Scanned Attested copies of certificates from the Engineer-in-charge for each work shall be annexed.



Annexure-E

Irrevocable Undertaking

(On Rs. 100/- Stamp paper)

I

Shri/Smt.....aged,...years

Indian Inhabitant. Proprietor/
Partner/Director of
M/S

.....Resident at.....do

hereby give Irrevocable undertaking as under

1. I say & undertake as specified in section 171 of GST Act, 2017 any reduction in rate of tax on supply of goods or services or the benefit of input tax credit shall be mandatorily passed on to AIESL by way of commensurate reduction in prices.
2. I further say and undertake that I understand that in case the same is not passed on and is discovered at any later stage, AIESL shall be at liberty to initiate legal action against me for its recovery including, but not limited to, an appeal to the Screening Committee of the GST Counsel.
3. I say that above said irrevocable undertaking is binding upon me/my partners/company/other Directors of the company and also upon my/ our legal heirs, assignee, Executor, administrator etc.
4. If I fail to compliance with the provisions of the GST Act, I shall be liable for penalty/punishment or both as per the provision of GST Act.

Whatever has been stated here in above is true & correct to my/our own knowledge & belief.

Solemnly affirmed at

DEPONENT

This day of

BEFORE ME

Interpreted Explained and Identified by