



## SHREE JAIN OSWAL BORDING

Shree Jain Oswal Boarding, Tilakwadi, Sharanpur Road, Nashik - 2  
Tel.: +91 253 2573499, 2316499, <http://www.jainoswalboarding.com>

### TENDER DOCUMENT

**Solar FPC & Heat Pump Hot Water System Works including supply, installation, testing and commissioning etc. in Proposed Hostel Building On G.No.6465 C.T.S. No.6758 To 6762, F.P.No.220 T.P.S.-II Nashik For - Jain Oswal Boarding Nashik, Through Secretary J.O.B.**

### Volume – I

### TECHNICAL BID

Prepared & Issued By

**BIM & MEP CONSULTANTS**



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ISO 9001 :2015

B-602, Kailas Business Park, Veer Savarkar Marg,  
Park Site, Vikhroli (W), Mumbai 400 079

| Phone:9975-275-855 | E: [mail@neoinfinit.com](mailto:mail@neoinfinit.com) | [www.neoinfinit.com](http://www.neoinfinit.com)

CIN: U74140MH2013PTC250934

**Contact Person: - Prashant Barbade (Mobile- 9975275855)**

Issued To: -

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Volume – 1: Technical Bid

**Solar FPC & Heat Pump Hot Water System Works including supply, installation, testing and commissioning etc. in Proposed Hostel Building On G.No.6465 C.T.S. No.6758 To 6762, F.P.No.220 T.P.S.-II Nashik For - Jain Oswal Boarding Nashik, Through Secretary J.O.B.**

**IMPORTANT DETAILS: For more details refer updated tender notice R4**

## Contents

1. GENERAL CONDITIONS OF CONTRACT.....	5
<b>Clause 1. INTERPRETATION .....</b>	<b>5</b>
<b>Clause 2. ENGINEER .....</b>	<b>5</b>
<b>Clause 3. SCOPE OF THE CONTRACT.....</b>	<b>6</b>
<b>Clause 4. SCOPE OF WORK .....</b>	<b>6</b>
<b>Clause 5. INSPECTION OF SITE .....</b>	<b>6</b>
<b>Clause 6. SUCCESSFUL TENDERER TO PROVIDE EVERYTHING NECESSARY .....</b>	<b>6</b>
<b>Clause 7. DRAWINGS, DESIGNS ETC. ....</b>	<b>7</b>
<b>Clause 8. SHOP DRAWINGS .....</b>	<b>8</b>
<b>Clause 9. SCHEDULE OF RATES AND SPECIFICATIONS.....</b>	<b>8</b>
<b>Clause 10. ERROR IN SCHEDULE OF QUANTITIES, IF ANY .....</b>	<b>8</b>
<b>Clause 11. NOMENCLATURE OF ITEM .....</b>	<b>8</b>
<b>Clause 12. METRIC UNITS .....</b>	<b>8</b>
<b>Clause 13. CPWD/PWD SPECIFICATIONS AND IS CODES.....</b>	<b>8</b>
<b>Clause 14. ORDER OF PRECEDENCE.....</b>	<b>8</b>
<b>Clause 15. SETTING OUT WORK ETC.....</b>	<b>8</b>
<b>Clause 16. MATERIALS.....</b>	<b>9</b>
<b>Clause 17. FAULTY MATERIALS AND WORK.....</b>	<b>9</b>
<b>Clause 18. ACCESS.....</b>	<b>10</b>
<b>Clause 19. DEFECT LIABILITY PERIOD AND DEFECTS AFTER COMPLETION .....</b>	<b>10</b>
<b>Clause 20. OPENING OF WORK.....</b>	<b>10</b>
<b>Clause 21. HEIGHTS .....</b>	<b>10</b>
<b>Clause 22. SCAFFOLDING, CENTERING &amp; SHUTTERING.....</b>	<b>11</b>
<b>Clause 23. SITE CLEARANCE AND CLEAN UP.....</b>	<b>11</b>
<b>Clause 24. RATES .....</b>	<b>11</b>
<b>Clause 25. QUANTITIES.....</b>	<b>11</b>
<b>Clause 26. SECURED ADVANCE.....</b>	<b>11</b>
<b>Clause 27. EARNEST MONEY, SECURITY DEPOSIT &amp; RETENTION MONEY .....</b>	<b>12</b>
<b>Clause 28. AUTHORITIES, NOTICES AND PATENTS.....</b>	<b>13</b>
<b>Clause 29. DEVIATIONS .....</b>	<b>13</b>
<b>Clause 30. PRICE FOR DEVIATIONS.....</b>	<b>13</b>
<b>Clause 31. MEASUREMENTS.....</b>	<b>14</b>
<b>Clause 32. PREPARATION OF RUNNING AND FINAL BILLS.....</b>	<b>14</b>

Clause 33.	CERTIFICATES AND PAYMENTS .....	15
Clause 34.	TIME AND DAMAGES FOR NON-COMPLETION OF WORK IN TIME .....	16
Clause 35.	EXTENSION OF TIME .....	17
Clause 36.	SUSPENSION OF WORK BY THE SUCCESSFUL TENDERER .....	18
Clause 37.	DETERMINATION OF CONTRACT BY THE JAIN OSWAL BORDING .....	18
Clause 38.	TERMINATION OF CONTRACT BY SUCCESSFUL TENDERER.....	19
Clause 39.	ARBITRATION .....	20
Clause 40.	COMPENSATION.....	20
Clause 41.	WORK ON HOLIDAYS.....	20
Clause 42.	WORK SUPERVISOR AND FOREMAN .....	20
Clause 43.	DISMISSAL OF WORKMEN ETC.....	21
Clause 44.	ASSIGNMENT OR SUBLETTING OR BRIBES.....	21
Clause 45.	OTHER PERSONS ENGAGED BY JAIN OSWAL BORDING.....	21
Clause 46.	OTHER AGENCIES AND PROVISIONAL SUMS .....	21
Clause 47.	LABOUR WAGES AND REGULATIONS .....	22
Clause 48.	INSURANCE FOR DAMAGE TO PERSONS AND PROPERTY .....	22
Clause 49.	NOTICE .....	23
Clause 50.	APPOINTMENT OF APPRENTICES AS PER APPRENTICES ACT .....	23
Clause 51.	ADOPTION OF INTEGRITY PACT & INDEPENDENT EXTERNAL MONITORING .....	23
2.	LIST OF APPROVED MAKES .....	29
3.	SPECIAL CONDITION OF CONTRACT.....	30
Annexure – 1:	.....	31
Annexure – 2:	.....	32
Annexure – 3:	.....	33
Annexure – 4:	.....	34
Annexure – 5:	.....	35

## 1. GENERAL CONDITIONS OF CONTRACT

### Clause 1. INTERPRETATION

The terms as used in the Tender documents and agreement and named hereunder shall have the meanings herein assigned to them except where the subject or context otherwise requires: -

“This agreement” shall comprise of the Articles of Agreement along with the Appendix, the Conditions of Contract, the Priced Schedule of Quantities, Specifications and Drawings and CPM/PERT/BAR CHART attached hereto and including those to which only a reference is made herein.

“Work” or “Works” shall mean all work or works defined by Bills of quantities, Drawings, Specifications and such other work or works as the successful Tenderer may be entrusted with for carrying out under this agreement as per Clause 4 of the Articles of Agreement. “JAIN OSWAL BORDING”.

“Engineer” shall mean the Technical Officer authorized as such by the JAIN OSWAL BORDING or in the event of his ceasing to be Engineer for the work such other firm or persons as may be appointed by the JAIN OSWAL BORDING as Engineer for this work. (Further elaboration given in Clause 2 below):

“Successful Tenderer” shall mean ..... and shall include his/their respective heirs, executors, administrators, and assigns.

“Site” shall mean the site of the construction works as shown on the site plan attached hereto including any buildings and erection thereon and any other land adjoining these to (Inclusive) as aforesaid allotted by the JAIN OSWAL BORDING for the use of successful Tenderer.

“Act of Insolvency” shall mean any act of insolvency as defined by the Presidency Towns Insolvency Act, or the Provincial Insolvency Act or any Amending Statute.

“Notice in Writing” or “Written Notice” shall mean a notice or communication in written, typed or printed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have received when in the ordinary course of post, it would have been delivered. “Virtual Completion” shall mean that the works carried out are fit for occupation in every respect including removal of scaffolding, plant, surplus material and rubbish and cleaning of dirt from work and site. Words imputing persons include firms and corporation’s words imputing the singular only also include the plural and vice versa where the context so requires.

Short headlines are given to each Clause for convenience only and they will not limit the meaning or scope of the Clause in any way.

### Clause 2. ENGINEER

The plans, agreement and documents above mentioned shall form the basis of this agreement and the decision of the said Engineer or the other Engineer for the time being as mentioned in the said conditions, in reference to all matters or dispute as to material and workmanship shall be final and binding on both the parties.

The term “Engineer” shall mean the firm or person(s) appointed by the JAIN OSWAL BORDING to superintend the work. He/They will receive his/their instruction for the work from the JAIN OSWAL BORDING.

The successful Tenderer shall afford the said Engineer(s) every facility and assistance for examining the work and materials and for checking and measuring works and materials.

The Engineer or any Authorized Assistant of the Engineer shall have power to give notice to the successful Tenderer or to his Supervisors of non-approval of any work, or materials, and such work shall be suspended, or the use of such materials shall be discontinued. The work from time to time be examined by the Engineer or the Engineer’s Assistant but such examination shall not in any way exonerate the successful Tenderer from the obligation to remedy any defects due to materials or workmanship not in accordance with the contract which may be found to exist at any stage of the work or may appear within the defect’s liability period mentioned in clause 19.

### **Clause 3. SCOPE OF THE CONTRACT**

The successful Tenderer shall carry out and complete the works in every respect in accordance with this contract and in accordance with the directions of the Engineer and to the satisfaction of the Engineer and the JAIN OSWAL BORDING. The Engineer may from time-to-time issue further drawings and/or written instructions, detailed directions and explanations in regard to:

- a) The variation or modification of the design, quality or quantity of works for the addition or omissions or substitution of any work.
- b) Any discrepancy in the drawings or between the schedule of quantities and/or drawing and/or specifications.
- c) The removal from the site of any material brought therein by the successful Tenderer and the substitution of any other materials there from.
- d) The removal and/or re-execution of any works executed by the successful Tenderer.
- e) The dismissal from the works of any persons employed thereupon.
- f) The opening up for inspection of any work covered up.
- g) The amending and making good of any defects under Clause 19.

The successful Tenderer shall comply with and duly execute any work comprised in such instructions, detailed directions and explanations, provided always that if the Engineer's instructions involved variations from the priced Schedule of Quantities, such instructions shall be issued by the JAIN OSWAL BORDING and the successful Tenderer shall take the action stipulated in Clause 29.

If the work shown on any such further drawings or detailed drawings or that may be necessary to comply with any such instructions, directions, or explanations be in the opinion of the successful Tenderer, extra to that comprised in or reasonably to be inferred from the contract he shall before proceeding with such work, give notice in writing to this effect to the Engineer, and in the event of his not doing so three days before the commencement of such work the successful Tenderer shall not be entitled to any allowance in respect of any such extra work. But if such notice has been duly given and the Engineer and the successful Tenderer, fail to agree as to whether or not there is any extra, then if the Engineer decides that the successful Tenderer is to carry out the said work, the successful Tenderer shall do so accordingly, and the question whether or not there is any extra and if so, the amount thereof shall failing agreement be settled by the Arbitration as provided in Clause 39 on a reference being made by the successful Tenderer.

### **Clause 4. SCOPE OF WORK**

Even if not specifically mentioned in the schedule of quantities, the successful Tenderer shall be deemed to have allowed necessary material, labour, tools and plants etc. required for satisfactory completion of the items of work as indicated in drawings and description given in the specifications, which are attached herewith unless the item specifies labour only or otherwise. Rates quoted also apply for work in patches, strips, small or large areas, and for different shapes and in different sizes and in different planes (Horizontal/vertical or inclined).

### **Clause 5. INSPECTION OF SITE**

The Tenderer must visit site before giving Tender and must get acquainted with the working conditions.

The Tenderer shall examine all specifications, Tender conditions and drawings before Tendering for the works.

The Tenderer shall obtain all information relating to local regulations, bye-laws, application of any and all laws relating to his work or profession. No additional claims shall be admissible on this account.

### **Clause 6. SUCCESSFUL TENDERER TO PROVIDE EVERYTHING NECESSARY**

The successful Tenderer shall provide everything necessary for the proper execution of the works according to the true intent and meaning of the drawings and specifications and bill of quantities taken together, whether the same may or may not be particularly shown on the drawings or described in the specifications or included in the bill of quantities, provided that the same is to be reasonably inferred there from and if he finds any discrepancy in the drawings, or between the drawings and specifications and bill of quantities, he

shall immediately refer the same to the Engineer who shall decide which shall be followed. Figured dimensions shall be followed in reference to scale.

The Successful Tenderer shall supply, fix and maintain at his cost during the execution of any works, all the necessary centering, scaffolding, staging, planking, timbering, shuttering, shoring, pumping, fencing, boarding, watching and lighting by night as well as by day required for the proper execution and protection of the public and the safety of any adjacent roads, streets, cellars, vaults, eaves, pavement, walls, houses, buildings and all erections, matters or thing, and they shall take down and remove any or all such centering, scaffolding, etc. as occasion shall require or when ordered to do so and shall fully reinstate and make good all matters and all things disturbed during the execution of the works to the satisfaction of the Engineer before a Virtual Completion Certificate is issued.

The Successful Tenderer shall make his own arrangements for laying temporary water and electrical power lines including excavation if necessary, so as not to cause any obstructions along locations approved by the Engineer.

#### **Clause 7. DRAWINGS, DESIGNS ETC.**

Contract drawings are diagrammatic but shall be followed as closely as actual construction permits. Any deviations made shall be in conformity with the architectural and other service drawings. Architectural drawings shall take precedence over electrical and other service drawings as to all dimensions.

Successful Tenderer shall verify all dimensions at site and bring to the notice of the Engineer all discrepancies or deviations noticed. The Engineer's decision shall be final and binding.

All drawings issued by the JAIN OSWAL BORDING are the property of the Architects and shall not be lent, reproduced, or used on any other works than intended without the written permission of the Architects.

Large size details and manufacturer's dimensions for materials to be incorporated shall take precedence over small scale drawings.

One complete set of drawing, specifications and schedule of quantities shall be furnished by the Engineer to the successful Tenderer and the Engineer shall furnish, within such time as he may consider reasonable, one copy of any additional drawing which in his opinion may be necessary for the execution of any part of work. Such copies shall be kept on the works, and the Engineer and his representatives shall at all reasonable times have access to the same and they shall be returned to the Engineer by the successful Tenderer before the issue of the certificate for the balance of this account under the contract.

JAIN OSWAL BORDING will make all efforts to give all drawings, designs, decision etc. from time to time and the successful Tenderer shall make timely requests for the same. No claim whatsoever shall however be entertained for compensation for the delay in supply of drawings, designs, decisions, running payments, etc. from the Successful Tenderer. Drawings shown at the time of issue of Tenders and forming part of the contract shall indicate scope of work and drawings issued subsequently during the execution of work shall be deemed to be drawings elaborating the basic scheme. If any detailed drawings show an item for execution, which in the opinion of the successful Tenderer is not covered under the items of the contract, he shall immediately refer it to the Engineer, for final decision. Decision of the Engineer as to whether it is an extra item or not or whether it is covered by contracts and if not, what extra rate should be paid shall be final and binding on both the parties to the contract i.e. JAIN OSWAL BORDING and the Successful Tenderer. Successful tenderer shall follow the consultant design for all the three seasons and shall ensure inside conditions as specified.

**Clause 8. SHOP DRAWINGS**

The Successful Tenderer at his own cost shall submit to the Engineer four copies of shop drawings related to Air conditioning work etc. for approval.

**Clause 9. SCHEDULE OF RATES AND SPECIFICATIONS**

Specifications as attached herewith shall be applicable. However, the Tenderer shall include in his rates all such items of work which are not specifically included in the Tender schedule but are required to be executed to complete the works in accordance with the drawings, specifications etc. The JAIN OSWAL BORDING is not bound to follow the practice and mode of measurements followed by other departments.

**Clause 10. ERROR IN SCHEDULE OF QUANTITIES, IF ANY**

Should any error appear in the bill of quantities, other than the Tenderer's prices and calculation, it shall be rectified by the Engineer after informing the JAIN OSWAL BORDING. Such variation shall constitute a deviation of the contract and shall be dealt with as hereinafter provided.

**Clause 11. NOMENCLATURE OF ITEM**

Nomenclatures of the items of works mentioned in the priced schedule are only a brief description of the work. The work shall have to be executed in accordance with the specifications for the work to the satisfaction of the Engineer of the work. Any omission in description will not absolve the successful Tenderer from his responsibilities to complete the work in a satisfactory manner.

**Clause 12. METRIC UNITS**

The bills of quantity indicate the unit of Metric system. The mode of measurement of different items of work shall be as per details contained in specification and special conditions, with the equivalent of the units mentioned therein in Metric System.

**Clause 13. CPWD/PWD SPECIFICATIONS AND IS CODES**

CPWD/PWD specifications & relevant I.S. Code of practice shall be applicable, for all items of work.

**Clause 14. ORDER OF PRECEDENCE**

If any discrepancy is noticed between the conditions and specifications, drawing etc. the following would be the order of precedence:

- a) Schedule of Quantities.
- b) Notice Inviting Tender (NIT)
- c) General Conditions of Contract (GCC)
- d) Drawings and notes thereon.
- e) Specifications for General Building (civil works) Sanitary and Plumbing, Electrical Installation, Air-conditioning, Acoustic Treatment, Furniture making and/or Wood Paneling, Elevators and Escalators, etc.
- f) CPWD/PWD Specifications & I.S. codes.

**Clause 15. SETTING OUT WORK ETC.**

The successful Tenderer at his own expense shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions and alignment of all parts thereof. If at any time any error shall appear during the progress of any part of the work, the Successful Tenderer shall at his own expense rectify such error if called upon to the satisfaction of the Engineer.

All soil, filth, or other matter of an offensive nature taken out of any trench, sewer, drains, cesspool or any other place shall not be deposited on the surface but shall be at once carted away by the Successful Tenderer to some pit or place to be provided by him.

#### **Clause 16. MATERIALS**

All materials used for this work shall be conforming to the Specifications.

As far as practicable materials shall conform to the latest Indian Standards as amended up to-date. All materials used on the project shall be approved by the Engineer before use.

Successful Tenderer may be required to purchase such materials of particular make or from a particular source if in the opinion of Engineer the same is necessary and is required for the proper and reasonable compliance of the specifications and in the interest of better quality of work. The fittings and accessories to be used in the work shall be presented for approval well in advance. Approved fittings shall be kept in the office of the Engineer in a mounted lockable board, to be approved by the successful Tenderer.

##### **a) Storage of Materials**

All materials shall be stored in a proper manner protected from natural elements so as to avoid contamination and deterioration.

Successful Tenderer's store shall be open to inspection by the Engineer at all reasonable hours.

Locations of stores and storage yards shall be approved by the Engineer prior to construction or occupation.

Successful Tenderer shall take adequate protection of the materials against fire and other calamities.

All watch and ward staff for his work shall be appointed and maintained by the Successful Tenderer at his own expense.

##### **b) Inspection and Testing of Materials**

The Successful Tenderer at his own expense shall make all necessary arrangements for carrying out tests on materials as required by the Engineer. He shall also be required to produce manufacturer's test certificates for the materials supplied by him whenever required by the Engineer. The tests carried out shall be as per the relevant Indian Standards in approved laboratories. The JAIN OSWAL BORDING reserves the right to appoint the testing authorities.

#### **Clause 17. FAULTY MATERIALS AND WORK**

(a) The Engineer shall during the progress of the work has power to order in writing from time to time the removal from the work, within such reasonable time or times as may be specified in the order, to any materials and/or Workmanship which in the opinion of the Engineer are not in accordance with the specifications or the instructions of the Engineer. The substitution of proper materials or any workmanship and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the drawings and specifications or instructions shall have to be forthwith carried out by the Successful Tenderer at his own cost upon receiving such order. In case of default on the part of the Successful Tenderer to carry out such order the JAIN OSWAL BORDING shall have the power to employ any other persons to carry out the same and all the expenses consequent thereon or incidental thereto shall be borne by the Successful Tenderer and shall be recovered from them by the JAIN OSWAL BORDING from any money due to or that may become due to the Successful Tenderer or from the amount of retention money.

(b) In lieu of rectifying the work not done in accordance with the contract the Engineer may, with the consent of the JAIN OSWAL BORDING allow such work to remain, and in that case may make

allowance for the difference in value together with such further allowance for damage to the JAIN OSWAL BORDING as in their opinion may be reasonable. Provided always that nothing in this clause shall relieve the Successful Tenderer from his liability to execute the works in all respect in accordance with those terms and upon and subject to the conditions of this contract or from his liability to make good all defects.

#### **Clause 18. ACCESS**

The JAIN OSWAL BORDING or its representatives shall at all reasonable times have free access to the works and/or to the workshops factories or other places where materials are being prepared or constructed for the contract and also to any place where materials are lying or from which they are being obtained and the Successful Tenderer shall give every facility to them for inspection, examination and testing of the materials and workmanship. Except the representative of Public Authorities and those mentioned above, no person shall be allowed on the works at any time without the prior written permission of the Engineer or the JAIN OSWAL BORDING.

If any work is to be done at a place other than the site of works, the Successful Tenderer shall obtain prior written permission of the Engineer for doing so.

#### **Clause 19. DEFECT LIABILITY PERIOD AND DEFECTS AFTER COMPLETION**

Defect Liability, Period shall be ne year from the date of virtual completion of work, as certified by the JAIN OSWAL BORDING. Any defect, shrinkage or other faults, which may appear within the defect liability period, in the opinion of the Engineer, arising from materials or workmanship not in accordance with the contract or from failure to take due precautions, shall upon the directions in writing of the engineer and within such reasonable time as shall be specified therein be amended and made good by the Successful Tenderer at his own cost. In case of default, the JAIN OSWAL BORDING may employ and pay any other person/persons to amend and make good such defect, shrinkage or other faults and all damage, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Successful Tenderer.

Such damage, loss and expenses shall be recoverable from the Successful Tenderer by the JAIN OSWAL BORDING or may be deducted by them from any money due or that may become due to the Successful Tenderer. The JAIN OSWAL BORDING may also in lieu of such amendments deduct from any money due to the Successful Tenderer, a sum to be determined by the Engineer equivalent to the cost of amending such works, and in the event of the amount retained under Clause 27 (the amount held as retention money) being insufficient, recover the balance from the Successful Tenderer, together with expenses the JAIN OSWAL BORDING may have incurred in connection therewith. The Successful Tenderer shall remain liable under the provisions of this clause notwithstanding the signing by the Engineer of any certificate or the passing of any bills.

#### **Clause 20. OPENING OF WORK**

- (a) All works under or in course of execution or executed in pursuance of the contract shall always be open to the supervision of the JAIN OSWAL BORDING, Engineer or their representatives.

#### **Clause 21. HEIGHTS**

Successful Tenderer's rates shall include lifts to all heights or as required during execution. They should satisfy themselves for correctness and allow for variation if necessary. Nothing extra will be paid for additional lifts except where special items for lifts exist in schedule. Tenderer shall include in his Tender rates allowance for works at extra heights required for double or multiple staging, tall centring, scaffolding etc. for all items including extra labour if any. If any deviation from the contract drawings in respect of

height is noticed by the Tenderer in any subsequent working drawing issued to him during continuance of the works that must be brought to the notice of the Engineer (in writing) sufficiently before commencing execution of the work. The decision of the Engineer as to whether this will be an extra item or not or whether the Successful Tenderer is entitled to get any extra payment or not for execution of this extra height will be final and binding.

#### **Clause 22. SCAFFOLDING, CENTERING & SHUTTERING**

The Successful Tenderer shall use external scaffolding to ensure true line in vertical and horizontal planes. Centering, shuttering and scaffolding required for execution of this work may vary from single floor height to multi floor height, which may require multiple staging, scaffolding, centering and shuttering. Since the payments will be made to the successful Tenderer at net quoted rates, irrespective of the heights involved the Tenderers must see and study the drawings carefully before Tendering their rates.

#### **Clause 23. SITE CLEARANCE AND CLEAN UP**

The Successful Tenderer shall, from time to time clear away all debris and excess materials accumulated at the site.

After all fixtures, equipment and appliances have been installed and commissioned, they shall clean up the same and remove all plaster, paints, stains, stickers and other foreign matter of discoloration leaving the construction in ready to use condition.

On completion of all works they shall demolish all temporary storages put up by them, remove all surplus materials and leave the site in a broom clean condition.

#### **Clause 24. RATES**

The rates quoted by the Successful Tenderer shall be paid at net rates. He should include in his rates allowance for increase or decrease in the prices due to market fluctuation. He shall not be entitled to any separate amount on account of taxes except GST which are in force or will be enforced or enhanced by Government or local bodies during contract period or after Tendering. Accepted Tender rates shall not be changed due to changes in wages of labour either.

#### **Clause 25. QUANTITIES**

All the quantities given in schedule of quantities are provisional.

The Tenderers shall be deemed to have given Balanced Rates for each item, irrespective of the quantities given. Also, irrespective of variation in quantities to any extent the Tenderer shall be paid at accepted contract rates only. JAIN OSWAL BORDING reserves the right to increase or decrease quantities to any extent.

#### **Clause 26. SECURED ADVANCE**

- (a) The Successful Tenderer shall not be entitled to be paid for the materials brought to site, which remains unused or unfixed. No advance shall be paid for the work. However, in case of exceptional circumstances JAIN OSWAL BORDING may consider advance payment as a % of total machinery cost as decided by the management. When in any certificate, of which the Successful Tenderer has received payment the value of material at site has been included, such materials shall become the property of the JAIN OSWAL BORDING, but the Successful Tenderer shall be liable for any loss or damage to any such material. They shall furnish an indemnity bond in the prescribed form (**ANNEXTURE B**) along with their claim for advance against materials brought to site for bonafide use in specific items under the schedule of quantities.

- (b) The secured advance so paid shall be adjusted in the running account bills as and when the materials are used subject to wastage.
- (c) If the specification or schedule of quantities of the work provided use of any special description of materials to be supplied by the JAIN OSWAL BORDING or it is required that the Successful Tenderer shall use certain stores to be provided by the JAIN OSWAL BORDING, such materials and stores and the price to be charged therefore as hereinafter mentioned, being so far as practicable for the inconvenience of the Successful Tenderer but not so as in any way to control the meaning or effect of this contract, the Successful Tenderer may be supplied with such materials and stores as and when required from time to time to be used by him for the purpose of the Contract only, and the value of the full quantity of material and stores supplied at the rates specified in the said schedule appendix memorandum may be set off or deducted from any sum then due or thereafter to become due to the Successful Tenderer under the contract or otherwise, or from the retention money or against the sale proceeds thereof, if the same is held up in Government Securities, the same or sufficient portion thereof being in this case sold for the purpose. All materials supplied to the Successful Tenderer by the JAIN OSWAL BORDING shall remain absolute property of the JAIN OSWAL BORDING. The Successful Tenderer shall be fully responsible for their storage and maintenance and shall not on any account remove those from the site of the work. The material shall at all times be open to inspection by the Engineer and/or the JAIN OSWAL BORDING. At the time of the completion of work or termination of the contract, or even earlier if so required by the JAIN OSWAL BORDING, the same shall be returned to them. The successful Tenderer shall not be entitled to return any such material unless the same is, in the opinion of the Engineer of the JAIN OSWAL BORDING in perfectly good condition; and shall have no claim for compensation on account of any such materials so supplied to him as aforesaid being unused by him or for any wastage in or damage to any such materials.
- (d) No material shall be issued by the department

#### **Clause 27. EARNEST MONEY, SECURITY DEPOSIT & RETENTION MONEY**

The tenderer will have to deposit the amount specified in the Tender Notice in the specified format in favour of JAIN OSWAL BORDING at the time of submission of tender as Earnest Money. The “Employer” is not liable to pay any interest on the Earnest Money. The Earnest money of the unsuccessful tenderers will be refunded without any interest soon after the decision to award the work is taken or after the expiry of the validity period of the tender. The earnest money shall be in the form of a Demand Draft.

The successful tenderer to whom the contract is awarded will have to deposit as initial security deposit a further sum to make up 5% of the value of the accepted tender including the Earnest Money Deposit. The initial Security Deposit will have to be made within 14 days from the date of acceptance of tender, failing which the “Employer” at his discretion, without prejudice to any other rights/remedies available under the terms of this Contract may revoke the letter of acceptance and forfeit the Earnest money deposit furnished along with the tender. The initial Security Deposit will not yield any interest & shall be adjusted towards the total security deposit to be held by the Bank. It shall be refunded to the contractor without any interest in fourteen days after the defects liability period and after deducting any sum due from the contractor on any account under this contract. Initial security deposit shall be in the form of a Demand Draft. JAIN OSWAL BORDING may however release the ISD during the course of work, against the Bank guarantee in a suitable format, at its discretion.

Apart from the initial security deposit made as above, retention money shall be deducted from progressive running bills @ 8% of the gross value of each running bills until the total security deposit, i.e., the initial Security Deposit plus the retention money equals:

- a) 10% on the first rupees one lakh of the cost of work
- b) 7.5% on the next rupees one lakh of the cost of work
- c) 5% on the remaining amount of the cost of work

Fifty per cent of the TSD shall be refunded to the contractor/ service provider/ vendor on completion of the work subject to the following:

- Issue of virtual completion certificate by the Consultant/ Architect / Bank and, Removal, by the contractor, of his materials, equipment, labour force, temporary sheds / stores, etc. [except, with the prior written approval of the Bank, for a small presence, if any, required for fulfillment of contractual obligations during the defect's liability period].

The balance fifty per cent of the Security Deposit shall be refunded fourteen days after the conclusion of the defects liability period provided that the contractor has satisfactorily carried out all the works [including site clearance] and attended to all the defects in accordance with the conditions of the contract.

#### **Clause 28. AUTHORITIES, NOTICES AND PATENTS**

The successful Tenderer shall confirm to the provision of any Act of the Legislature relating to the works, the Regulations and Bye-Laws of any corporations and of any electric and other Companies and/or authorities with whose systems the structure is proposed to be connected, and shall, before making any variation from the drawings or specifications that may be necessitated by so conforming, give to the Engineer written notice, specifying the variation proposed to be made, and the reason for making it, and apply for instructions thereon. If compliance with this clause involves any extra work not included in this contract, he shall specify these items of work and the allowance or extra payment required on their account. In case he shall not, within seven days, received such instructions, shall proceed with the work, conforming to the provision and/or regulation of byelaws in question.

The amount claimed as an extra or whether there is an extra or not shall be decided by the Engineer and will be subject to arbitration clause if so required.

The successful Tenderer give all notices required by the said regulations or bye-laws to be given to any authority and pay to such authority or to any public office all fees that may be properly chargeable in respect of the works and lodge the receipts with the bill. The successful Tenderer shall indemnify the JAIN OSWAL BORDING against all claims in respect of patent rights and shall defend all action arising from such claims and shall himself pay all royalties, license fees, damages, cost and charges of all and every sort that may be legally incurred in respect thereof.

#### **Clause 29. DEVIATIONS**

The successful Tenderer may when authorize and when directed, in writing by the Engineer with the approval of the JAIN OSWAL BORDING add or omit or vary the works shown upon the drawings, or described in the specifications, or included the bill of quantities, but they shall make no addition, omission or variation without such authorization or direction. A verbal authority direction by the Engineer shall, if confirmed by him in writing within seven days, be deemed to have been given in writing.

No claim for an extra shall be allowed unless it shall have been executed under the provisions of Clause 31 or by the authority of the Engineer with the concurrence of the JAIN OSWAL BORDING as therein mentioned. Any such extra if herein referred to, as an authorized extra shall be governed by Clause 35. No variation i.e. additions or substitutions shall vitiate the contract.

#### **Clause 30. PRICE FOR DEVIATIONS**

Deviations shall be valued at the net rates contained in the Tenderers' original Tender or where the same may not apply direct at rates analogous to the prices therein contained. If the altered, additional or substituted work included any class of work for which no rate is specified in the contract, then the Successful Tenderer shall within seven days of the date of receipt of the order to carry out the work, inform the Engineer with a copy to the JAIN OSWAL BORDING the rate which he intends to charge for such class of work with proper analysis. In the event of his not doing so, within a reasonable time before the commencement of such work, he shall not be entitled to any allowance or payment in respect of any such extra work. When such notice has been duly given, the Engineer with the consent of the JAIN OSWAL BORDING may agree to such a rate but if the Engineer does not agree to this rate, the Engineer may cancel his order to carry out such class of work and arrange for it to be carried out departmentally or through any other agency or in such a manner as he may consider advisable or he may decide that the Successful Tenderer shall carry out such items of work and in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him according to such rate or rates as shall be fixed by the Engineer which will, however be subject to the Arbitration Clause.

However, in respect of the rates for extra/new items, if there are any, the opinion of the Engineer as to whether it is an extra item or not, and if so, what rates should be paid shall be final and binding on the successful Tenderer shall be derived from contract items so far as applicable and the rates which cannot be derived from contract will be fixed on the basis of actual cost of materials and labour, plus 15% as successful Tenderers' overheads and profits on all trades except on the cost of materials supplied departmentally.

Successful Tenderer shall not claim any idle and remobilization charge for interim delay due to late decision by the JAIN OSWAL BORDING. Such legitimate interim delays shall however be considered for extension of time, if any.

Furthermore, they shall submit analysis of rates with justifications for claiming extra on any deviation item at least 45 days prior to the probable date of execution of the referred item.

### **Clause 31. MEASUREMENTS**

In case of dispute between the successful Tenderer and the JAIN OSWAL BORDING as to under which item a particular work is to be measured the decision of the Engineer shall be final and binding on both the parties to the contract. If for any items, the mode of measurements is not specified the decision of the Engineer about the mode of measurement shall be final and binding on both the parties to the contract.

### **Clause 32. PREPARATION OF RUNNING AND FINAL BILLS**

Minimum value of work for interim certificate shall be minimum 30% of the contract Value but not more than one running bill, in Two Months, if paid separately. Advance bill against work done but unmeasured and adjustable fully in the next running bill may be certified by the Engineer, at his discretion in the interest of the work. The Engineer or his representative shall take measurements in presence of Successful Tenderer's representative and record them in the Measurement Book from time to time and shall prepare abstract for running and final bill, including recovery statements. The bill abstract shall be prepared on standard CPWD form based on abstract of quantities prepared by the Engineer in triplicate. The Successful Tenderer should sign the bill and Measurement Book with the remark "Measurement and bill accepted". However, in the final bill, the successful Tenderer shall have to certify – "The bill is accepted in full and final settlement of all claims and demands against this work". In case a large amount is blocked in the final bill pending technical/audit check, advance up to the extent of 75% of net final bill amount may be paid to the successful Tenderer, with the approval of the Engineer at his direction even after the completion date is over. The recovery from Running Account Bills for the materials issued by the JAIN OSWAL BORDING shall be made on the basis of the quantity consumed in the work as assessed by the Engineer, giving a due allowance for wastage. The Successful Tenderer shall submit once a month a statement showing the materials received, consumed and the balanced carried over to the subsequent month so that a watch could be maintained on the material.

### Clause 33. CERTIFICATES AND PAYMENTS

- (a) The Engineer may from time to time intimate in writing to the Successful Tenderer that he requires the works to be measured and they shall attend or send qualified agent to assist the Engineer or the Engineer's representative in taking such measurements, and calculations and to furnish all particulars or to give all assistance required by the Engineer. Should they not attend or neglect or omit to send such agent then the measurement taken by the Engineer or approved by him shall be taken to be correct measurements of the work unless objected to within one month of their being recorded in the measurement book or books. Such measurements shall be taken in accordance with the mode of measurements mentioned in the specifications.
- (b) The Successful Tenderer or his agents may at the time of measurement take such notes of measurements as they may require.
- (c) The Engineer or his authorized representative will issue on the basis of necessary measurement interim valuation certificates to the Successful Tenderer in respect of items of work, rates for which exist in the priced schedule of quantities or have been subsequently agreed upon between the parties and shall send the measurement books and the valuation certificates to the JAIN OSWAL BORDING. The Successful Tenderer shall be entitled under these certificates of the Engineer to payments, within 15 days from the date of each certificate, unless objected as provided in sub-clauses (a) & (b) at the rate of maximum 90% of the value of work so executed and the balance being retained towards retention money. The engineer shall issue such certificates within fifteen days of notice from the Successful Tenderer provided measurements have been taken and the value of the work done since last payment exceeds the amount stated in the appendix and not more than one certificate is required in a fortnight, provided always that the issue by the Engineer of any certificate during the progress of the work or after their completion shall not have any effect as a certificate of satisfaction or relieve the Successful Tenderer from his liability under Clause 20 and 21. Provided all defects are removed and the retention money is not forfeited or has not become liable to be forfeited under this contract, 50% of the amount under retention money shall be refunded without interest within three months of the date of virtual completion of the works and the balance after the defect liability period is over or the final bill is passed for payment whichever is later.
- (d) All intermediate payments shall be recorded as payments by way of advance against the final payment only and not as payment for work actually done and completed. The final bill shall be submitted by the Successful Tenderer within 3 months of the date fixed for completion of the work. The measurement of the work taken by the Engineer or his representatives after one week's notice to the Successful Tenderer shall be final and binding on him unless objected to within one month of their being recorded in the measurement books.
- (a) The JAIN OSWAL BORDING may in consultation with the Engineer, but absolutely at his discretion, make an advance payment on account, which will be merged in the next intermediate payment, based on measurements.
- (b) Advance for materials brought to site: The Successful Tenderer shall execute a bond in

favor of the JAIN OSWAL BORDING in the prescribed format attached hereto for each advance or intermediate payment received by him. If the Successful Tenderer commits any default in the terms of the said bond and he fails to pay the bond amount, the JAIN OSWAL BORDING shall have the power to:

- (i) Seize and utilize the said materials or any part thereof for the completion of the works.
  - (ii) Remove and sell by public auction the materials seized or any part thereof, and out of the proceeds of the sale, retain all sums repayable to the JAIN OSWAL BORDING together with interest thereon at the rate prescribed by Govt. of India from time to time for capital outlays.
  - (iii) Deduct all or any part of moneys owing from out of the retention money or any other sum or sums due to the Successful Tenderer under this agreement.
- (c) The Successful Tenderer agrees that before final payment shall be made on the contract, he will sign and deliver to the JAIN OSWAL BORDING either in the measurement books or otherwise as required, a valid release and discharge certificate from any and all claims and demands whatever from the JAIN OSWAL BORDING for all matters arising out of or connected with the contract.

**Clause 34. TIME AND DAMAGES FOR NON-COMPLETION OF WORK IN TIME**

- (a) All the construction works shall progress strictly as per the enclosed CPM/PERT/BAR CHART. If, however, the Successful Tenderer desires some minor modifications in the same he may apply to the JAIN OSWAL BORDING within mobilization time and before execution of the agreement indicating the reasons for which changes are required. The JAIN OSWAL BORDING may after scrutiny, agree to the modifications suggested if the reasons cited by the successful Tenderer are considered valid. The decision of the JAIN OSWAL BORDING in this respect will be final and binding. The modifications, if any, are to be incorporated in the CPM/PERT/BAR CHART and this will form a part of the agreement.
- (b) The starting time specified for carrying out of the work as entered in the CPM/PERT/BAR CHART shall be reckoned from the date of issue of the Letter of Intent. The date of completion or such date as is duly extended under Clause 35 shall be strictly observed by the Successful Tenderer. The work shall, throughout the stipulated period of the contract, be proceeded with all diligence (Time being deemed to be the essence of this Contract) by the successful Tenderer strictly according to the CPM/PERT/BAR CHART which is a part of this agreement.
- (c) At any stage during the execution of the work if the work lags behind the target indicated in the CPM/PERT/BAR CHART for reasons directly attributable to the Successful Tenderer, he shall be liable to pay as agreed liquidated damages equivalent to 0.5 percent of the total cost of work awarded every week for the period the work lags behind the CPM/PERT/BAR CHART subject to a maximum of 7.5% of the total value of work, awarded or gross value of work done, whichever is greater.
- (d) In the event of Successful Tenderer's inability to complete the construction work by the scheduled date of completion, the JAIN OSWAL BORDING shall have the right to terminate the contract as per Clause 37 or allow the successful Tenderer to continue and complete

the work within specific date. In the latter case, during the period of continuation, the successful Tenderer shall pay as agreed liquidated damage equivalent to 0.5 per cent of the total cost of work awarded for every week that the work remains unfinished subject to a maximum of 7.5% of the total value of work awarded or gross value of work done, whichever is greater.

#### **Clause 35. EXTENSION OF TIME**

If the successful Tenderer shall desire an extension of time for completion of the work on the grounds of his having been unavoidably hindered in its execution and for reasons not attributable to him on the following grounds:-

- (a) by reason of any exceptionally inclement weather like Cyclone, severe flood etc., normal monsoon shall not be considered a valid reason for extension of time,
- (b) by reason of proceedings taken or threatened by, or legal disputes with adjoining or neighboring owners,
- (c) due to delay in the work of other agencies or tradesman engaged or nominated by the JAIN OSWAL BORDING: if such delay is directly responsible for delay in execution of this work,
- (d) by reason of any general strike or lockout affecting the building made, strike or any kind of labour trouble in successful Tenderer's own organization shall not be a valid reason for extension,
- (e) in the event of delay in execution of work wholly attributable to delay in supply of drawings by Architect or JAIN OSWAL BORDING in spite of request from the successful Tenderer well in advance, he shall apply in writing to the Engineer within seven days of the date of the hindrance on account of which he desires such extensions as aforesaid and the engineer, with the consent of the JAIN OSWAL BORDING may if reasonable ground be shown therefore allow such extension of time, if any, be necessary or proper,
- (f) in case of the total value of the work exceeds the total value of the Tender owing to deviation in quantities or extra items, the successful Tenderer will be entitled to ask for extension of time in proportion to the increased value of work. Increase in value of work due to escalation shall not be a valid reason for extension of time.
- (g) No extension of time shall be given to the successful Tenderer for non-supply or delay in supply of cement and/or steel as per Clause 51. The successful Tenderer hereby agrees that extension of time requested for by him and granted by the JAIN OSWAL BORDING shall be treated as an extension of time allowed to them without any claim for compensation or damages for any reasons whatsoever including those for which the extension is granted. If an extension of time is granted by the JAIN OSWAL BORDING for reasons of delay not attributable to the successful Tenderer as indicated above then the escalation clause will remain in force and the successful Tenderer will be entitled to receive extra payments for variation in prices and wages subject to the ceiling limit of 20% of the total value of work as indicated in Clause 30.  
However, the JAIN OSWAL BORDING in the interest of work is, allows any extension of time for reasons of delay directly attributable to the successful Tenderer, the escalation clause will not remain in force during such extended period.

### **Clause 36. SUSPENSION OF WORK BY THE SUCCESSFUL TENDERER**

If the successful Tenderer suspends the works without obtaining extension of time or in the opinion of the Engineer neglects or fails to proceed with due diligence in executing his part of the contract or if he makes default more than once in the manner mentioned in Clause 19 above the JAIN OSWAL BORDING or the Engineer shall have power to give notice in writing to the successful Tenderer requiring that the works be proceeded with reasonable speed and output must be commensurate with the CPM/PERT/BAR CHART. Such notice shall specify the act of default on the part of the successful Tenderer. After such notice has been given the Successful Tenderer shall not be at liberty to remove from the site of work or from any ground continuous thereto any plant or materials belonging to him which had been placed thereon for the purpose of the work, and the JAIN OSWAL BORDING shall have a lien upon all such plants and materials to subsist from the date of such notice being given, until the notice have been complied with. Provided always that such lien shall not under any circumstances subsist after the expiration of thirty-one days from the date of such notice being given, unless the JAIN OSWAL BORDING has entered upon and taken possession of the works and site and of all such plants and materials until the works have been completed under the power hereinafter conferred upon it. If the JAIN OSWAL BORDING exercises the above power it may engage any other agency to complete the works or finish the works departmentally and exclude the successful Tenderer, his agents and servants from entry upon or access to the same except that the successful Tenderer or any one person appointed in writing by him and accepted by the JAIN OSWAL BORDING may have access at all reasonable times during the progress of works to inspect, survey and measure the works. Such written appointments marked with JAIN OSWAL BORDING's consent or a copy thereof shall be delivered to the Engineer before the person so appointed comes to the works. The JAIN OSWAL BORDING shall take such steps as, in the opinion of the Engineer may be reasonable and necessary for completing the works without undue delay & expense, using for that purpose the plants and materials above mentioned, in so far as they are suitable and adopted to such use. Upon the completion of the works the Engineer shall certify the amount of expenses properly incurred, consequent on the incidental to the default of the successful Tenderer as aforesaid, in completing the works by other persons. Should the amount so certified as the expenses properly incurred, including JAIN OSWAL BORDING's overhead if the works were carried out departmentally, be less than the amount which would have been due to the Successful Tenderer upon the completion of the works by him, the difference shall be paid to the Successful Tenderer by the JAIN OSWAL BORDING. Should the amount of the former exceed the later, the difference shall be paid by the Successful Tenderer to the JAIN OSWAL BORDING. The JAIN OSWAL BORDING shall not be liable to make any further payment or compensation to the Successful Tenderer for or on account of the proper use of the plants for the completion of the works under provisions hereinbefore contained other than such payment as is included in the contract price. After the works have been so completed by persons other than the successful Tenderer under the provisions hereinafter contained, the JAIN OSWAL BORDING shall give notice to the Successful Tenderer of such completion and may require him from time to time, before and after such completion, to remove his plants and likewise all such materials as aforesaid as may not have been used in the completion of the works, from the site. If such plants and materials are not removed within such reasonable time, the JAIN OSWAL BORDING may remove and sell the same, holding the proceeds, less the cost of the removal and sell, to the credit of the successful Tenderer. The JAIN OSWAL BORDING shall not be responsible for any loss sustained by the successful Tenderer from the sale of plants in the event of the successful Tenderer not removing it after notice, or for any damage thereto or deterioration thereof in any event.

### **Clause 37. DETERMINATION OF CONTRACT BY THE JAIN OSWAL BORDING**

If the successful Tenderer goes into liquidation, whether voluntary or compulsory or shall make an assignment or a composition for the benefit of the greater part, or shall enter into a Deed of Agreement with its creditors or if the Receiver of the Successful Tenderer shall be unable, within fourteen days after notice to him requiring him to do so, to show to the reasonable satisfaction of the JAIN OSWAL BORDING

that he is liable to carry out and fulfil the contract and if so required by the JAIN OSWAL BORDING to give reasonable security therefore or if the successful Tenderer shall suffer execution to be issued or shall suffer any payment under this contract to be attached by or on behalf of any of the creditors or the Successful Tenderer or shall assign, charge or encumber this charge or encumber this contract thereunder or shall neglect or shall fail to proceed to perform all or any of the act, matters or things by the contract, to be observed and performed by the successful Tenderer for three clear days after written notice shall have been given the successful Tenderer in manner, matter hereinafter mentioned, requiring the successful Tenderer to observe perform the same or shall use improper material or workmanship in carrying on the works or shall in the opinion of the Engineer not exercised such due progress as stipulated in the enclosed CPM/PERT/BAR CHART forming part of this contract which would enable the works to be completed within the time agreed upon or shall abandon the contract, then, and in any of said cases, the JAIN OSWAL BORDING may notwithstanding any previous waiver, determine the contract by a notice in writing in which case the retention money (including the earnest money and the initial security deposit) and whether paid in one sum or deducted by instalment shall stand forfeited and be absolutely at the disposal of the JAIN OSWAL BORDING. The Successful Tenderer shall have no claim or compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made advances on account of or with a view to the execution of the work or the performance of the contract. The successful Tenderer shall not be entitled to recover or be paid any sum for any work actually performed under the contract unless and until the Engineer will have certified in writing the performance of such work and the value of work payable in respect thereof and the successful Tenderer shall only be entitled to be paid the value so certified. The certificate of the Engineer shall be based on measurements taken by him or under his supervision and with due notice to the Successful Tenderer and on rates in the priced schedule or as subsequently communicated by the Engineer with the approval of the JAIN OSWAL BORDING, under this agreement except for arithmetical errors, shall be final and conclusive. The Successful Tenderer must remove his plant, materials, scaffolding etc. from the site within 10 days (ten days) of the receipt of the notice from the JAIN OSWAL BORDING after which they will vest in the JAIN OSWAL BORDING who may, dispose them off as per Clause 41 by sale or auction on account of and at the risk of the successful Tenderer who will have no claim for loss or compensation on this account.

**Clause 38. TERMINATION OF CONTRACT BY SUCCESSFUL TENDERER**

If payment of the amount payable by the JAIN OSWAL BORDING under the certificate of interim payment issued by the Engineer in accordance with clause 38 shall be in arrears and unpaid for sixty days after notice in writing requiring payment of the amount shall have been given by the Successful Tenderer to the JAIN OSWAL BORDING in manner hereinafter mentioned or if works be stopped for six months under the order of the JAIN OSWAL BORDING for any reason not connected with any default on the part of the Successful Tenderer or by any injunction or other order of any court of law made for any reasons not connected with any such default on the part of the successful Tenderer then and in any of the said cases the successful Tenderer shall be at liberty to terminate the contract by notice in writing to the JAIN OSWAL BORDING and he shall be entitled to recover from the JAIN OSWAL BORDING payment for all works executed and for useful materials (but not plants) purchased for the purpose of the contract and is brought to the site. In arriving at the amount of such payment, the net rates contained in the successful Tenderer's Tender shall be followed, or where the same may not apply, rates proportional to the prices therein contained. Rates for materials may be determined by the Engineer on actual vouchers produced by the successful Tenderer and/or prevailing market rates at the discretion of the Engineer. The Successful Tenderer shall not be entitled to recover or be paid any sum for any work actually performed under the contract, unless and until the Engineer has certified in writing the performance of such work and the value payable in respect thereof and the successful Tenderer shall only be entitled, to be paid the value so certified. The certificate of the Engineer shall be based on measurements taken by him or under his supervision after due notice to the successful Tenderer and shall be final and conclusive except for arithmetical errors. The successful Tenderer

must remove his plant, materials, scaffolding etc. from the site within ten days or such time as may be extended by the JAIN OSWAL BORDING in writing, from the receipt of the notice from the JAIN OSWAL BORDING after which they will vest in the JAIN OSWAL BORDING who may dispose them off as per Clause 42 by sale or auction on account of and at the risk of the successful Tenderer who will have no claim for loss or compensation on this account.

#### **Clause 39. ARBITRATION**

- (a) Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawing, and instructions hereinbefore mentioned and so to any question, claim right, matter or thing whatsoever, in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution of the same whether arising during the progress of the work or after the completion or abandonment thereof but excluding disputes on material and workmanship as per Clause 16 & 17 which is binding on both parties, shall be referred to the sole arbitration of a person nominated by the Director General, JAIN OSWAL BORDING and if the former is unable or unwilling to act to the sole arbitration, of some other person appointed by the Director General, JAIN OSWAL BORDING willing to act as such arbitrator. The submission shall be deemed to be submission to Arbitration under the meaning of the Arbitration & Reconciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force. The award of arbitrator so appointed shall be final, conclusive and binding on all parties to this contract.
- (b) It is agreed that the Successful Tenderer shall not delay the carrying out of the work by reasons of any reference to arbitration and shall proceed with the work with all due diligence and shall, until the decision of arbitration, abide by the decision of the Engineer duly conveyed to him.
- (c) The Arbitrator(s) may from time to time with the consent of the parties, extend the time for making and publishing the award.

#### **Clause 40. COMPENSATION**

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

#### **Clause 41. WORK ON HOLIDAYS**

Successful Tenderer shall not carry out work on any Government holidays except with the permission of the Engineer. The contract period will be inclusive of such holidays.

#### **Clause 42. WORK SUPERVISOR AND FOREMAN**

The Successful Tenderer shall keep a qualified and experienced Engineer for supervision of works to ensure best quality work. He shall also give all necessary personal superintendence during the execution of the works and as long thereafter as the Engineer may consider necessary until the expiration of the 'Defect Liability Period' stated in Clause 19 above. The Successful Tenderer shall also during the whole time, the

works are in progress, employ competent Foreman approved by the Engineer whose qualification must conform to the requirements specified by the Engineer. In special cases he shall be constantly in attendance of the building while the men are at work. Any directions, explanations, instruction or notices given by the Engineer to such Foreman shall be held to be given to the Successful Tenderer.

**Clause 43. DISMISSAL OF WORKMEN ETC.**

The Successful Tenderer shall on the request of the Engineer immediately dismiss from the works any person employed thereon who may, in the opinion of the Engineer be unsuitable or incompetent or who may in the opinion of the JAIN OSWAL BORDING or the Engineer misconduct himself and such person shall not be again employed or allowed on the works without the written permission of the Engineer and/or the JAIN OSWAL BORDING.

**Clause 44. ASSIGNMENT OR SUBLETTING OR BRIBES**

- (a) This contract shall not be assigned or sublet without the written approval of the JAIN OSWAL BORDING. If the Successful Tenderer shall assign or sublet this contract, or attempts to do so or become insolvent or commence insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, pre-requisite award, reward or advantage pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the Successful Tenderer, any of his servants or agents to any officer of the JAIN OSWAL BORDING or to persons who shall become in any way directly or indirectly interested in the Contract, the JAIN OSWAL BORDING may thereupon by notice in writing rescind the contract and the retention money of the Successful Tenderer shall thereupon stand forfeited and be absolutely at the disposal of the JAIN OSWAL BORDING, and the same consequences shall ensure as if the contract had been rescinded under Clause 42 thereof and (in addition) the Successful Tenderer shall not be entitled to recover or to be paid for any work therefore actually performed under the contract.
- (b) The whole of the works including the contract shall be executed by the Successful Tenderer and he/they shall not directly or indirectly transfer or assign or underlet the contract or any part, share or interest therein nor shall he take a new partner without the written consent of the JAIN OSWAL BORDING and no subletting shall relieve the Successful Tenderer from the full and entire responsibility of the contract or from active superintendence of the works during the progress.

**Clause 45. OTHER PERSONS ENGAGED BY JAIN OSWAL BORDING**

The JAIN OSWAL BORDING reserves the right to use the premises and any portion of the site for the execution of any work not included in this contract, which he may desire to have carried out by other persons, and the successful Tenderer shall allow all reasonable facilities for the execution of such work, but is not required to provide any plant or materials for the execution of such works except by special arrangement with the JAIN OSWAL BORDING.

**Clause 46. OTHER AGENCIES AND PROVISIONAL SUMS**

- (a) The Successful Tenderer is to afford all reasonable facilities to all other agencies, sub-agencies, specialists, merchants, tradesman and others who may at any time be appointed by the Engineer with

the consent of the JAIN OSWAL BORDING for executing any work or supplying any goods relating to the constructions, servicing, equipping or furnishing of the building under construction or in the compound. In case of delay in completion of his work due to other agencies' work, the Successful Tenderer shall only have a right to ask for extension of time but no other claim on this or any other account shall be entertained by the JAIN OSWAL BORDING.

- (b) If any provisional sum is included in the bill of quantities they are to be deducted wholly if not required or in part the JAIN OSWAL BORDING reserves to itself the right to appoint any agency to do the work allowed for in provisional sums and the successful Tenderer shall not have any right to claim any profits on this account.

#### **Clause 47. LABOUR WAGES AND REGULATIONS**

Notwithstanding any contained in the conditions of this contract the Successful Tenderer shall comply with the provision of the contract labour (Regulation & Abolition) Act 1970 and various rules framed thereunder by different State Government, in respect of all laborer's directly or indirectly employed by the Successful Tenderer in the works through labour contracts or otherwise the Successful Tenderer shall be considered as "Principal Employer".

The Successful Tenderer agrees to grant Provident Fund benefits in accordance with Employees Provident Fund Act 1962 and Scheme thereunder to his workers. The successful Tenderer shall pay not less than "fair wages" to labourers engaged by him on the work. No labour below the age of fourteen years shall be employed. The successful Tenderer shall at his own expense provide or arrange for provision of footwear for any labour doing cement mixing work.

#### **Clause 48. INSURANCE FOR DAMAGE TO PERSONS AND PROPERTY**

- (a) The Successful Tenderer shall be responsible for all injury to persons, animals or things and for all damages to property, structural and decorative, whether such injury or damage arise from carelessness or accident or in any way connected therewith. This clause shall be held to include, inter alia, any damage due to causes as aforesaid to buildings (whether immediately adjacent or otherwise) and to roads, streets, footpaths, bridges or ways as well as all damage caused to the buildings and works forming the subject of this contract by the inclemency of weather. The Successful Tenderer indemnifies the JAIN OSWAL BORDING and holds him harmless in respect of all expenses arising from such injury or damage to persons or property aforesaid and also in respect of any claim made in respect of injury or damages consequent upon such claim.
- (b) The successful Tenderer shall reinstate all damage of every sort mentioned in this clause, so as to deliver up the whole of the contract works complete and perfect in every respect and so as to make good and otherwise satisfy all claims for damage as aforesaid to the property or third parties.
- (c) The Successful Tenderer also indemnifies the JAIN OSWAL BORDING against all claim which may be made upon the JAIN OSWAL BORDING during the currency of this contract by any employee or representative of an Employee of the agency, or any sub-agency, employed by him, for any injury to or loss of life or such employees, or for compensation payable under any law for the time being in force to any workman or to the representative of any deceased or incapacitated workmen.
- (d) The Successful Tenderer also indemnifies the JAIN OSWAL BORDING in respect of any costs,

charges and/or expenses, including legal costs as between Solicitor and client, occurring out of any award of compensation and/or damages consequent upon such claims.

- (e) The JAIN OSWAL BORDING shall be at liberty and is hereby empowered to deduct the amount of any damages, compensation cost, charges and/or expenses arising or ascertaining from or in respect of any such claim and/or damages as aforesaid from any sum, or sums due to, or become due to the Successful Tenderer.

#### **Clause 49. NOTICE**

Notice for the JAIN OSWAL BORDING, the Engineer or the Successful Tenderer may be served personally or sent by registered post addressed to the office of the JAIN OSWAL BORDING or the last known place of business of the Engineer and the Successful Tenderer or in the case of the successful Tenderer also be being left on the works. Any notice sent by registered post shall be deemed to be served at the time when in the ordinary course of post, it would be delivered.

#### **Clause 50. APPOINTMENT OF APPRENTICES AS PER APPRENTICES ACT**

The Successful Tenderer shall during the currency of the contract when called upon by the Engineer engage and also ensure engagement by sub-agencies and other employed by the successful Tenderer with the works such number of apprentices in categories mentioned below and for such periods as may be required by the Engineer. The Successful Tenderer shall train them as required under the Apprentices Act 1961 and the Rules made thereunder and shall be responsible for all obligations of the JAIN OSWAL BORDING under the said act including the liability to make payments to apprentices as required under the said Act.

The Successful Tenderer shall comply with the provision of Apprentices Act 1961 and Rules and Orders issued hereunder from time to time.

If the Successful Tenderer fails to do so, his failure will be deemed to be a breach of contract and the JAIN OSWAL BORDING reserves the right to cancel the contract. The Successful Tenderer also shall be liable to any pecuniary liability arising on account of any violation by him of the provisions of the Act.

#### **Clause 51. ADOPTION OF INTEGRITY PACT & INDEPENDENT EXTERNAL MONITORING**

As per the directives of the Central Vigilance Commission (CVC), the JAIN OSWAL BORDING is bound to Implement a concept called Integrity Pact (IP) in respect of all major procurements, which essentially envisages an agreement between the prospective vendors/ bidders (i.e. Contractors) and the buyer (i.e. JAIN OSWAL BORDING) committing the persons/ officials of both the parties not to exercise any corrupt influence on any aspect of the contract. The IP envisages a panel of Independent External Monitors, who would review independently and objectively, whether and to what extent parties have complied with their obligations under IP.

CVC has appointed Independent External Monitor (IEM) details as below: -

Shri. Ashok Sinha, (IAS ret'd.)

13 Yayati, Sect-58A, Nerul

(West), Palm Beach Road,

Navi-Mumbai 400706

Mob: 9821844044, e-mail: asinha51@gmail.com

#### **The Salient feature of the Pact is given as under:**

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence /prejudiced dealing prior to, during and subsequent to the currency of the contract to be

entered into with a view to:-

Enabling the BUYER to obtain the desired quality of work at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption in any form by its officials by following transparent procedures.

The parties also agree as follows:

**Commitments of the BUYER**

1. The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
2. The BUYER will during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
3. All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and during such a period shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

**Commitments of BIDDERS**

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contact stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -
  - 3.1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any officials of the BUYER, connected directly or indirectly with 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.
  - 3.2. The BIDDER further undertakes that it 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 BUYER 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.

- 3.3. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4. BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5. The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER , or has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6. 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 BUYER or their family members, agents, brokers or any other intermediaries in connection with contract and the details of services agree upon for such payments. 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.
- 3.7. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.8. The BIDDER shall not use improperly, for purposes of competition or personal gain or pass on the others, any information provided by the BUYER 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.
- 3.9. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.10. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.11. if the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative to any of the officers of the BUYER or alternatively, if any relative of the officer of the BUYER has financial interest/stake in the BIDDER's firm , the same shall be disclosed by the BIDDER at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 2 (77) of the Companies Act, 2013.

- 3.12. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

#### **4. Previous Transgression**

- 1.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public-

Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

- 1.2. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

**5. Earnest Money (Security Deposit)**

- 1.1. While submitting commercial bid, the BIDDER shall deposit initial/total Security Deposit, with the BUYER through any of the following instrument.
- (i) Bank Draft on a Pay Order in favor of JAIN OSWAL BORDING, payable at Nasik.
  - (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER immediately on demand without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
  - (iii) Any other mode or through any other instrument (to be specified in the RFP)
- 1.2. The Earnest Money [to be paid in the form of Bank Draft only] /Security Deposit shall be valid till the date of bid validity as mentioned in the RfP.
- 1.3. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provision of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 1.4. No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

**6. Sanctions for Violations**

- 1.1. Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required :-
- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with another BIDDER(s) would continue
  - (ii) The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/Performance Bond) (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
  - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER
  - (iv) To recover all sums already paid by the BUYER, and in case of Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a bidder from a country other than India with interest thereon at 2% higher than LIBOR. If any outstanding payment is due to the bidder from the buyer in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
  - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER along with interest.
  - (vi) To cancel all or any other Contracts with the BIDDER, the BIDDER shall be liable

to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER

- (vii) To debar the BIDDER from participating in future bidding processes of the buyer or its associates or subsidiaries for minimum period of five years, which may be further extended at the discretion of the BUYER.
  - (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
  - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with BIDDER, the same shall not be opened.
  - (x) Forfeiture of Performance Bond in case of decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 1.2. The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 1.3. The decision of the BUYER to the effect that a breach of the provision of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

## **7. Fall Clause**

- 1.1. The BIDDER undertakes that it has not supplied/is not supplying similar products /systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

## **8. Independent Monitors**

- 1.1. The BUYER is in the process of appointing Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.
- 1.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 1.3. The Monitors shall not be subject to instruction by the representatives of the parties and perform their functions neutrally and independently.
- 1.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 1.5. As soon as the Monitor notices or has reason to believe, a violation of the Pact, he will so inform the Authority designated by the BUYER
- 1.6. The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documents. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat

the information and documents of the BIDDER/Subcontractor(s) with confidentiality

- 1.7. The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings
- 1.8. The Monitor will submit a written report to the designed Authority of the BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and should the occasion arise, submit proposals for correcting problematic situations.

**9. Facilitation of Investigation**

In case of any allegation of violation of any provision of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

**10. Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER

**11. Other Legal Actions**

The action stipulated in this integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

**12. Validity**

- 1.1. The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later in case BIDDER is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of the contract.
- 1.2. Should one or several provisions of the Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

All the contractors applying for this tender shall be governed by the abovementioned provision of the Integrity Pact.

For & on behalf of  
JAIN OSWAL BORDING with seal

For & on behalf of  
Contractor with seal

## 2. LIST OF APPROVED MAKES

Note:

- 1) The Tenderer shall confirm the make of the system he intends to use
- 2) The contractor shall get the samples of all other items, which are not covered in the approved price list, approved from the Engineer-In-Charge.

Sr. No.	Description of Item	Approved Makes
1	Solar FPC	Jain / Tata / Savemax
2	Multilayer Pipe	Astral / Jain / HIL / K-tech / Valsir
3	Pump	Kirloskar / KSB / Grundfos
4	CPVC Pipes & Insulation	Astral / Jain / HIL / K-tech / Valsir

### 3. SPECIAL CONDITION OF CONTRACT

- I. The above said work shall be carried out in working office area, so there are very important things need to be done daily
  - a. Housekeeping work – Putting plastic cover on all over existing furniture, systems to avoid dust going and damage the same.
  - b. Cleaning up all construction material and making good the floor for next day for working staff.
  - c. Works shall be carried out in Night times during JAIN OSWAL BORDING working days, on holiday of JAIN OSWAL BORDING work shall be done day and Night.
  - d. Contractor to move all working equipment's, remaining material of contractor in specified area given by JAIN OSWAL BORDING, the place may change as work going on floor.
  - e. Contractor to Give Daily schedule of work.
  - f. Contractor needs to take all required permission for area Clearance for carry out Solar work.
  - g. Contractor to provide Bar chart of all Activity Done in One Month Time same will be repeated till Project Timeline also complete bar chart at the start of work.
  - h. Solar Hot water scope start from connection of cold water to Solar Systema and up to connection to Hot water ring main at terrace.
- II. Contractor to give offer inclusive of CAMC cost after initial warranty period of 1 years. The warranty & AMC will be comprehensive and all cost of repairs / replacement of parts, accessories, etc. will be borne by the successful tenderer. The CAMC payments will be released six monthlies after successful completion of the period. Comprehensive AMC includes
  - a. Servicing and maintenance of supplied ACs,
  - b. Repairing and replacement of any electrical parts such as fan, switches, MCBs. Faulty Cables, pipeline leakage attend,
  - c. Refilling of oil and gas and consumables etc.

(Note: Current estimated cost is not included CAMC Cost).
- III. Insurance for Every working person must be cover by contractor any liability is not in JAIN OSWAL BORDING scope, insurance copy needs to be submitted along with Technical BID.
- IV. Personal Safety Practice that includes Shoes, Helmet, hand gloves, sunglass, jacket etc. should be followed as per CPWD guidelines during the working hours. Safety Practice details need to be submitted along with Tender.
- V. All Contracting Equipment's, Piping, cables, etc. estimated items must be Brand New.
- VI. Whether Protection coating treatment to all ODUs must be done as per industry standards.
- VII. Payment Terms:
  - a. 10% Advance along with Work Order
  - b. 50% On Material Delivery
  - c. 10% On Installation
  - d. 10% On Successful Testing
  - e. 10% On Final approval from the Client, Consultant & Architect
  - f. 10% After 1 Year.

SSS

**Details of the Bidders**

**Annexure – 1:**

No	Description	Particulars
1	Name of the Bidder	
2	Nature of Bidder (Pvt Ltd or Public Ltd Co/ Partnership firm etc.) (Attach attested copy of Certificate of Incorporation/ Partnership Deed)	
3	Registration No/ Trade License, (if any attach copy)	
3A	Whether OEM or authorized dealer of OEM (Please mention Brand / name of OEM) In case of authorized dealer, please enclose certificate/letter from OEM	OEM / Authorized Dealer Brand / Name of OEM -----
4	Registered Office Address	
5	Address for Communication	
6	Contract person Name Designation	
7	Telephone No	
8	Email ID Website	
9	PAN No. (attach copy)	
10	GST No. (attach copy)	
11	Service Tax Registration No. (attach copy)	
12	Annual Turnover (attach audit reports) 2019-20 2020-21 2021-22	
13	Earnest Money Deposit Details	Demand Draft No.: Name of The Bank Date:

(Signature of the Bidder)  
Designation, Seal



Volume – 1: Technical Bid

**Solar FPC & Heat Pump Hot Water System Works including supply, installation, testing and commissioning etc. in Proposed Hostel Building On G.No.6465 C.T.S. No.6758 To 6762, F.P.No.220 T.P.S.-II Nashik For - Jain Oswal Boarding Nashik, Through Secretary J.O.B.**

## **Annexure – 2:**

**Past Purchase Orders Details of the Purchase Orders (Solar FPC & Heat Pump Hot Water System - FPS Based Pressurized Systems) executed during the last three years 2019- 20 to 2021-22**

Sr. No.	Order Number and date	Items	Value	Name of Organization on	Contact Person Name And Designate on	Contact Details with E-mail	Date of Completion

Enclose copy of purchase order  
(Signature of the Bidder)

Signature of Authorized Signatory: \_\_\_\_\_



**Solar FPC & Heat Pump Hot Water System Works including supply, installation, testing and commissioning etc. in Proposed Hostel Building On G.No.6465 C.T.S. No.6758 To 6762, F.P.No.220 T.P.S.-II Nashik For - Jain Oswal Boarding Nashik, Through Secretary J.O.B.**

### **Annexure – 3:**

#### **Declaration Regarding Experience**

To,  
Secretary,  
Shree Jain Oswal Boarding,  
Tilakwadi, Sharanpur Road,  
Nashik - 2

**Name of Work:** Solar FPC & Heat Pump Hot Water System Works including supply, installation, testing and commissioning etc. in Proposed Hostel Building On G.No.6465 C.T.S. No.6758 To 6762, F.P.No.220 T.P.S.-II Nashik For - Jain Oswal Boarding Nashik, Through Secretary J.O.B.

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the above referred tender. I hereby declare that we are OEM / authorized dealer for \_\_\_\_\_ make for Solar Equipment's firm has more than five years of experience in supplying and installing Solar Hot Water FPC based Solar Hot water Equipment's to Central/State Govt. Departments/ PSUs/Banks/reputed establishments.

(Signature of the Bidder)

Designation, Seal

Date:



Volume – 1: Technical Bid

**Solar FPC & Heat Pump Hot Water System Works including supply, installation, testing and commissioning etc. in Proposed Hostel Building On G.No.6465 C.T.S. No.6758 To 6762, F.P.No.220 T.P.S.-II Nashik For - Jain Oswal Boarding Nashik, Through Secretary J.O.B.**

#### **Annexure – 4:**

##### **Declaration Regarding Clean Track by Bidder**

To,  
Secretary,  
Shree Jain Oswal Boarding,  
Tilakwadi, Sharanpur Road,  
Nashik - 2

**Name of Work:** Solar FPC & Heat Pump Hot Water System Works including supply, installation, testing and commissioning etc. in Proposed Hostel Building On G.No.6465 C.T.S. No.6758 To 6762, F.P.No.220 T.P.S.-II Nashik For - Jain Oswal Boarding Nashik, Through Secretary J.O.B.

Dear Sir,

I've carefully gone through the Terms & Conditions contained in the above referred tender. I hereby declare that my company / firm is not currently debarred / blacklisted by any Government / Semi Government Organization s / Institutions in India or abroad. I further certify that I'm competent officer in my company / firm to make this declaration.

Or

I declare the following

Sr. No.	Country in which the company is debarred/blacklisted/case is pending	Blacklisted / debarred by Government / Semi Government/Organizations /Institutions	Reason	Since When and for how long

(NOTE: In case the company / firm was blacklisted previously, please provide the details regarding Period for which the company / firm was blacklisted and the reason/s for the same)

Yours faithfully  
(Signature of the Bidder)

Designation, Seal

Date:



Volume – 1: Technical Bid

**Solar FPC & Heat Pump Hot Water System Works including supply, installation, testing and commissioning etc. in Proposed Hostel Building On G.No.6465 C.T.S. No.6758 To 6762, F.P.No.220 T.P.S.-II Nashik For - Jain Oswal Boarding Nashik, Through Secretary J.O.B.**

### **Annexure – 5:**

#### **Declaration for Acceptance of Terms and Conditions**

To,  
Secretary,  
Shree Jain Oswal Boarding,  
Tilakwadi, Sharanpur Road,  
Nashik - 2

**Name of Work:** Solar FPC & Heat Pump Hot Water System Works including supply, installation, testing and commissioning etc. in Proposed Hostel Building On G.No.6465 C.T.S. No.6758 To 6762, F.P.No.220 T.P.S.-II Nashik For - Jain Oswal Boarding Nashik, Through Secretary J.O.B.

Dear Sir,

I've carefully gone through the Terms & Conditions as mentioned in the above referred RFP document. I declare that all the provisions of this RFP are acceptable to my company. I further certify that I'm an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,  
(Signature of the  
Bidder)

Designation, Seal

Date:



(Format for Declarations & Undertaking to be typed on bidder agency's letterhead and to be submitted in Volume –I (TECHNICAL ENVELOPE) of the Tender document)

#### **DECLARATION -1**

This is to certify that neither I/we/any of us/is in anyway related to any employee in the JAIN HOSTEL BORDING, or any of its constituent units.

Date: \_\_\_\_\_ (Signature of the tenderer)  
with company seal/rubber stamp

Place: \_\_\_\_\_

#### **DECLARATION -2**

I/We hereby declare that I/we have not quoted any extra condition along with the Part-II (FINANCIAL ENVELOPE) of the Tender.

Date: \_\_\_\_\_ (Signature of the tenderer)  
with company seal/rubber stamp

Place: \_\_\_\_\_

#### **UNDERTAKING**

This is to certify that I/we have carefully gone through the drawings/specifications, etc. given in the Tender document & have clearly understood the site working conditions, time schedule given and have accordingly quoted my balanced rates after going through all details.

I/we hereby give an undertaking that I/we shall carryout the work strictly as per the given specifications and shall complete the same within the stipulated time frame.

I/We also undertake that the physical EMD instrument shall be deposited by me/us with the office of JAIN OSWAL BORDING, Nasik inviting the Tender before the bid opening date otherwise the SIDBI, Nasik inviting the Tender may reject the bid and also take action to withdraw my/our enlistment or debar me/us from further tendering in SIDBI or its constituent units.