

TENDER

**FOR EXECUTION OF CIVIL AND INTERIOR
WORKS AT IPA REST HOUSE**

TENDER No: IPA/Rest House/C&I Works/2024, Dated 13.06.2024
Last Date of submission: 1500 hrs. On 12.07.2024



INDIAN PORTS ASSOCIATION,
1st Floor, South Tower, NBCC Place
Bisham Pitamah Marg, Lodhi Road
New Delhi – 110003

June 2024

Tender Fee - INR 10,000/-

INDIAN PORTS ASSOCIATION

Ref: - IPA/Rest House/C&I Works/2024

Date:13.06.2024

Sub: Execution of Civil and Interior works at IPA Rest House

Dear Sir,

1. Tender document in respect of the above mentioned is invited from eligible bidders. Tenders can be downloaded from the CPP Portal and IPA website www.ipa.nic.in. **Please note that tender is to be uploaded on the CPP Portal on or before 12.07.2024 up to 3.00 P.M. No hard copy shall be submitted.**
2. The Tender should be signed on each page, dated and witnessed in all places provided for in the documents; all other papers should be initialed.
3. Bids will be opened on or after fixed bid opening date in the CPP Portal. The Technical Bids will be opened on **12.07.2024 up to 3.30 P.M.** and Price Bids of technically qualified bidders will be opened at a later date.
4. Your attention is also drawn to instruction on filling and submission of tender attached herewith. You may forward your points on tender documents and/or depute your technical representative for discussion on tender / drawings and to clarify doubts, if any during the pre-bid meeting.
5. A) The tender should be accompanied by tender fee and Earnest Money Deposit (EMD) to be submitted through NEFT/RTGS. Tenders without tender fee and earnest money deposit shall be summarily rejected.

B) Within 28 days of receipt of letter of Acceptance, the contractor would be required to deposit performance security in any of the forms given in the Tender document for an amount equal to 5% of the contract sum. Failure of the successful contractor to comply with the requirements of condition shall constitute sufficient grounds for cancellation of the award of work and forfeiture of the Earnest Money.
6. The person, signing the tender on behalf of company/firm or on behalf of another person shall attach with tender a certified copy of proper authority/power of attorney on a non-judicial stamp paper of requisite value duly executed in his favour by such person, company/firm and must state specifically that he has authority to sign such tenders for and on behalf of such person or company/firm as the case may be, and in all matters pertaining to the contract.
7. This letter shall form part of the **"CONTRACT"** and must be signed and returned along with the tender documents.

Yours faithfully

Managing Director

Signature of the bidder

NOTICE INVITING TENDER

Tender notice for Execution of Civil and Interior works at IPA Rest House

Ref: - IPA/Rest House/C&I Works/2024.

Date: 13.06.2024

Item rate tenders are invited from **eligible and experienced contractors** for carrying out the following work. The values mentioned are exclusive of taxes, GST.

	Name of the work	Estimated cost (Rs.)	Earnest Money Deposit (EMD)/ Bid Security (Rs)	Completion Time	Last Date of Submission Tender
1.	Execution of civil and interior works at IPA Rest House	4,42,54,727 (excluding GST)	Rs. 8,00,000/-	150 Days	12.07.2024 up to 3.00 P.M

1. Tenders can download from the CPP Portal www.eprocure.gov.in and IPA website www.ipa.nic.in. Completed tenders shall be uploaded on the CPP Portal only with requisite tender fee of Rs.10,000/- (non refundable) including GST and EMD of Rs.8,00,000/-, including all supporting documents on or before the due date and time of submission.
2. Tenderers registered as Micro and Small Enterprises (MSEs) as defined in MSME Procurement Policy issued by department of Micro, Small and Medium Enterprises or are registered with the Central Purchase Organization or the concerned Ministry or Department or Startups as recognized by Department of Industrial Policy and Promotion are exempted from the payment of tender fee and earnest money deposit. However, tenderer seeking exemption from payment of tender fee and earnest money deposit shall submit the proof of the same along with their technical bid.
3. Intending tenderers should have valid registration with appropriate authorities for statutory taxes as applicable.
4. The intending tenderers should have satisfactorily completed similar works during last 7 (Seven) years ending 31.03.2024. Eligibility criteria for this work, (i) Three similar works costing not less than **Rs.1,77,01,890/-** each, or (ii) Two similar works costing not less than the amount of **Rs. 2,21,27,363/-** each or (iii) One similar work costing not less than **Rs.3,54,03,781/-** Similar nature work means: - "execution of Interior and Exterior Civil works". The values mentioned above are exclusive of GST. The Average annual turnover during the last 3 financial years 2023-24, 2022-23 and 2021-22 shall not be less than Rs.1,32,76,418/-.

5. IPA reserves the right to reject any or all the tenders without assigning any reason thereof and also not bound to accept lowest tender. Tenders in whom any of the prescribed conditions are not fulfilled or found incomplete in any respect are liable to be rejected.
6. Canvassing, whether directly or indirectly in connection with tender is strictly prohibited and the tender submitted by the contractors who resort canvassing will be liable to be summarily rejected.
7. The Technical Bid submitted by the parties shall be opened on the same day i.e. 13.07.2024 at 03:30 PM in the CPP Portal. The price bids of technically qualified parties shall be opened at a later date and the technically qualified parties shall be informed in advance about the opening of their price bid.
8. Bank Account and other relevant information are as follows;

	Particulars	Details
1	Tender Availability	13/06/2024 from 18:00 hrs
2	Last Date	12/07/2024 before 15:00 hrs
3	Technical proposal Opening	12/07/2024 at 15:30 hrs
	Pre-Bid Meeting	27/06/2024 at 2:30 hr.
4	Financial Bid Opening	To be notified
5	Letter of Award	To be Intimated
6	Date of start of work	To be Intimated to Selected Bidder
8	Cost of Tender in the form of NEFT	INR 10,000/- (including GST)
7	Earnest Money Deposit	INR 8,00,000/-
8	Contact Details	1. Prema Kumar Pillai Email: prem.mpt@gmail.com Mobile: 9822388841 2. Akash Panchal Email: akashpanchal.ipa@gmail.com Mobile: 8448618144

9. Details for making payment of processing fee and EMD through NEFT are as follows

Name of the Organization	INDIAN PORTS ASSOCIATION
Name of the Bank and Branch	Indian Overseas Bank Lok Kala Manch, Lodhi Colony, New Delhi
Account No.	149801000002360
IFSC Code No.	IOBA0001498
Beneficiary E-mail ID	ipa@nic.in

All communications including the submission of Proposal should be addressed to;

Managing Director
Indian Ports Association
1st Floor, South Tower, NBCC Place
Bhisham Pitamah Marg, Lodhi Road
New Delhi-110003

INDEX OF TENDER DOCUMENTS

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INSTRUCTIONS TO TENDERERS

1.0 GENERAL

Tenderers are advised to acquaint themselves fully with the description of work, scope of services, time schedule and terms and conditions including all the provisions of the tender document before framing up their tender.

2.0 SITE PARTICULARS

Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to nature of work, site conditions, means of access to the site etc. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the work in strict conformity with the specifications.

3.0 SUBMISSION OF TENDER

- a) The expression "Tender Notice" referred to in the Tender Documents shall be deemed to include any Notice / Letter Inviting Tender with respect to the work forming the subject matter of the documents and vice-versa.
- b) The tender complete in all respects shall be submitted along with tender fee (if not eligible for exemption) as stipulated in the Notice/Letter Inviting Tender ONLY. Tenders without tender fee (if not eligible for exemption) will be out rightly rejected.

4.0 Tenders shall be uploaded in the CPP Portal only.

Due date for submission: 12.07.2024 before 3.00 pm
Due date & time of opening: 12.07.2024 at 3.30 pm

5.0 The Technical Bid shall comprise of the following: -

- Tender fee and earnest money deposit to be submitted separately through NEFT/RTGS in the favour of **IPA**. Proof of submission shall be enclosed with the technical bid.
10. Certificates / Documents of work experience executed during last 7 (Seven) years ending 31.03.2024. Eligibility criteria for this work, (i) Three similar works costing not less than **Rs. 1,77,01,980/-** each, or (ii) Two similar works costing not less than the amount of **Rs. 2,21,27,363/-** each or (iii) One similar work costing not less than **Rs. 3,54,03,781-** on the basis of which bidder wishes to get qualified and copies of supporting work orders, schedule of quantities and completion certificate should be closed. The values mentioned above are exclusive of service tax/ GST. The Average annual turnover of the firm during the last 3 financial years 2023-24, 2022-23 and 2021-22 shall not be less than Rs.1,32,76,418/-. A certificate from the Chartered Accountant shall be produced for this purpose.

- In case of completion certificate issued by the private parties, TDS certificate should also be enclosed showing evidence that the work has been undertaken.
- Certificate of Registration for GST.
- Power of Attorney in favour of person who has signed the tender document. In case of company, the authority to sign the tender is to be given by the Director of the Company.
- Copies of PAN/ TAN card.
- Complete tender document with each page signed and stamped by the bidder.
- It may be clearly noted that the filled up price bid should not be part of the technical bid. In case the filled up price bid is found to be part of the technical bid, such tender shall be summarily rejected.

6.0 General Instructions for Compilation.

6.1 Technical Bid shall contain all the documents related to eligibility criteria, terms & conditions of tender documents etc. i.e. complete tender documents except Price Bid part.

6.2 Financial Bid shall contain only price bid/Schedule of Quantities to be charged by the tenderers for execution of the work. It is to be noted that the Financial Bid shall contain only **PRICES** and no conditions i.e. deviations/ assumptions/ stipulations/ clarifications/ comments/ any other request what so ever. Conditional offers will be rejected.

6.3 The bids received only in the electronic form will be considered. All bids shall be submitted on CPP portal. Documents should be scanned and forwarded in 'pdf' form and 'xls' form as indicated.

6.4 Bids shall be uploaded on the CPP Portal on or before the bid closing date mentioned in the tender. No tender/bid in any other electronic or physical form like email/ fax/ by hand/ through post will be considered.

6.4 Bid should be DIGITALLY signed using valid DSC. All pages of tender documents, corrections/alterations shall be signed/ initialed by the bidder.

6.5 Drawings, if issued in physical form, must be returned duly initialed by the tender/bidder in separate envelope indicating the name and address.

6.6 The tender shall be signed, dated and witnessed at all places provided for in the documents after acceptance. All corrections shall be initialed. The Contractor shall initial every page of tender and shall sign all drawings forming part of tender. Any tender/bid, which proposes alterations to any of the condition whatsoever, is liable to be rejected.

6.7 The contractor shall employ Indian Nationals after verifying their antecedents and loyalty.

6.8 The tenderer/bidder shall quote his rate on the BOQ file only. No alteration to the format will be accepted, else the bid will be disqualified and summarily rejected.

6.9 In case the tenderer/bidder has to revise / modify the rates quoted in the BOQ (excel sheet) he can do so only in the BOQ, through CPP Portal site only before the bid closing time and date.

4.0 QUALIFYING CRITERIA

Tenderers having following valid documents will be technically qualified and considered for opening of their price bid. Technically qualified parties have no right to claim for award of the work. IPA reserves the right to cancel or award the work to any party/tenderers.

- Proof of submission of tender fee and earnest money deposit should be in the form of NEFT/RTGS
- Certificates / Documents of work experience details executed by the bidder during last seven years ending on 31.03.2024, on the basis of which bidder wishes to get qualified and copies of supporting work orders, schedule of quantities and completion certificate. The values mentioned above are exclusive of service tax/ GST. **In case of completion certificate issued by the private institutes, TDS certificate should also be enclosed.** Certificate from the Chartered Accountant on turn over.
- Certificate of Registration for GST.
- Partnership Deed in case of partnership firm and Articles of Association in case of limited Company.
- Power of Attorney in favour of person who has signed the tender documents. In case of company, the authority to sign the tender is to be given Director of the company.
- Copies of PAN card.

5. ABNORMAL RATES

The tenderer is expected to quote rate for each item after careful analysis of costs involved for the performance of the complete item considering technical specifications and conditions of contract. This will avoid a loss of profit or gain in case of curtailment or change of specifications for any item. If it is noticed that the unit rates quoted by the Tenderer for any items are usually high or unusually low, it will be sufficient cause for rejection of the tender unless IPA is convinced about the reasonableness of the unit rates on scrutiny of the analysis for such unit rate to be furnished by the tenderer on demand. Notwithstanding anything there in stated, the rates once accepted by IPA shall be final and shall not be subject to any change either on account of un-workability of unit rates or on any other ground whatsoever.

6. DEVIATIONS TO TENDER CLAUSES

Tenderers are advised to submit the tender strictly based on the terms and conditions and specification contained in the Tender Documents and not to stipulate any deviations. Conditional tenders are liable to be rejected.

7. VALIDITY OF OFFER

Tender submitted by tenderers shall remain valid for acceptance for a minimum period of 120 days from the date of opening of the tenders. The tenderers shall not be entitled during the said period of 120 days, to revoke or cancel their Tender or to vary the Tender price given or any term thereof. In case of tenderers revoking or cancelling their tenders or varying any terms & price of an item in regard thereof without the consent of owner in writing, IPA shall reject their tender forfeiting the Earnest money paid by them along with their tender without giving any notice.

8. AWARD OF WORK

Work shall be awarded to the lowest bidder, subject to the work experience and fulfilment of other terms & conditions and specifications.

9. ACCEPTANCE/REJECTION OF TENDER

- i). IPA does not bind itself to accept the lowest tender.
- ii). IPA also reserves the right to accept or reject any tender in part or full without assigning any reason whatsoever.
- iii). IPA also reserves the absolute right to reject any or all the tenders at any time solely based on the past unsatisfactory performance by the bidder(s) the opinion/decision of IPA regarding the same shall be final and conclusive.

10. FIRM RATES

The rates quoted by bidder shall remain firm till completion of all works even during the extended period, if any, on any account whatsoever. It may be noted that no deviation on this account will be acceptable and offer not containing firm price shall not be considered.

11. CODE OF ETHICS : The tenderers should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

- a. **"Corrupt practice"**: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- b. **"Fraudulent practice"**: any omission or commission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
- c. **"Anti-competitive practice"**: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more tenderers, with or without the knowledge of IPA, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- d. **"Coercive practice"**: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

In case it comes to the notice of IPA at any stage that a tenderer has indulged in any corrupt/ fraudulent/ anti-competitive/coercive practice:

- i) Will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent or anti-competitive or coercive and unlawful practices in competing for the contract in question.
- ii) Will declare the tenderer not eligible and blacklist for a period of three years from being awarded a contract, if it at any time determines that the tenderer has engaged in corrupt or fraudulent or anti-competitive or coercive and unlawful practices in competing for or in executing, a contract.

12. It will be obligatory on the part of the tenderer to sign the tender documents. After the work is awarded, he will have to enter into an agreement on proforma to be provided by the IPA for work awarded, on a non-judicial stamp paper of requisite value at his own cost within ten days from date of receipt of acceptance work order.

13. Any addendum/ corrigendum issued shall form a part of the tender document. There will not be any press notification on amendment/ corrigendum. The purchasers of the tender document the prospective tenderers are required to visit IPA website www.ipa@nicin and on www.eprocure.gov.in for all such amendments/ corrigenda to NIT as well as the tender document.

GENERAL CONDITIONS OF CONTRACT

1. Where the context so requires, words importing the singular only also include the plural and vice versa.
2. IPA shall mean 'The Indian Ports Association having its registered office at "NBCC Place, South Tower, Lodhi Road, New Delhi- 110003 which expression shall include its legal representatives, successors and permitted assigns.

3. Definition

- a) The 'Contract' means and includes the documents forming the tender and acceptance thereof together with the documents referred to there in including the conditions, the specifications, designs, drawing and instructions issued from time to time by the 'Engineer-in-charge', the formal agreement executed between IPA and the Contractor, and all these documents taken together shall be complementary to one another.
- b) The 'Site' shall mean the land and / or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
- c) The 'Contractor' shall mean the individual or firm or company, whether corporate or not, undertaking the works and shall include the legal personal representative or such individual or the persons composing such firm or company and the permitted assignee of such individual or firm or company.
- d) The 'Competent Authority' means the Managing Director of Indian Ports Association and his successors.
- e) The Engineer-in-charge means the Technical Officer of IPA, as the case may be who shall supervise and be the In-charge of the works.
- f) 'IS Specification' means the Specification of latest edition with amendments, if any, up to time of receipt of tender by IPA issued by the Bureau of Indian Standards as referred to in the specifications and / or work orders.
- g) The 'Contract Sum' means the sum agreed, or the sum calculated in accordance with the prices accepted by IPA in the tender and / or the contract / negotiated rates payable on completion of the works.
- h) The 'Final Sum' means the amount payable under the Contract by IPA to the Contractor for the full and entire execution and completion of works, in time.
- i) The 'Date of Completion' is the date / date(s) for completion of the whole works, set out in the tender documents, or any subsequently amended by IPA.
- j) A 'Week' means seven days without regard to the number of hours worked or not worked in any day in a week.
- k) 'Excepted Risks' are risks due to riots (otherwise than among contractor's employees) and civil commotion (in so far as both these are uninsurable) war (whether declared or not), invasion act of foreign enemies, hostilities civil war, rebellion, revolution, insurrection military or usurped power, Acts of God, such as earthquake, lightening, unprecedented floods and other causes over which the contractor has no control and accepted as such by the Competent Authority or causes solely due to use or occupation

by the 'IPA' of the part of works in respect of which a certificate of completion has been issued.

l) 'Urgent works' shall mean any urgent measures which in the opinion of the Engineer-in-charge, become necessary during the progress of the work to obviate any risk or accident or failure or which become necessary for security.

m) The 'Works' shall mean the works to be executed in accordance with the contract or part(s) thereof as the case may be and shall include all extra or additional, altered or instituted works or temporary and urgent works as required for performance of the contract.

4. Works to be carried out:

The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plant, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities shall, unless otherwise stated, be held, to include wastage on materials, carriage and cartage, carrying in return of empties hoisting, setting, fitting and fixing in position and all other labour necessary in and for the full and entire execution and completion as aforesaid in accordance with good practice and recognized principles.

5. Inspection of Site:

The Contractor shall inspect and examine the Site and its surrounding and shall satisfy himself before submitting his tender as to the nature of the ground and subsoil (so far as is practicable), the form and nature of the Site, the quantities and nature of works and material necessary for the completion of the Works and the means of access to the Site, the accommodation he may require and in general shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect this tender. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

6. Sufficiency of Tender:

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the Works.

7. Discrepancies and Adjustment of Errors:

The several documents forming the contract are to be taken as mutually explanatory of one another:

7.1(A) In the case of discrepancy between Schedules of quantities, Specifications and/or the Tender Drawings, the following order of preference shall be observed.

- a. Agreement
- b. Letter of Award
- c. Amendment/ Corrigendum to the tender document
- d. Schedule of Quantities (Price Bid)
- e. Drawings
- f. Notice Inviting Tender and Instruction to Tenderers
- g. Special conditions

h. General Condition of Contract (GCC)

7.1(B) If there are varying or conflicting provisions made in any document forming part of the Contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document.

7.2 Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the Works comprised therein according to tender drawings and specifications or from any of his obligations under the Contract.

7.3 Inconsistencies/ Ambiguities in the price bid (schedule of quantities) shall be dealt with in accordance with the following rules:-

- a) Since this is an Item Rate Tender, only rates quoted shall be considered.
- b) Rates quoted by the tenderer shall be accurately filled in so that there is no discrepancy.
- c) In the event no rate has been quoted for any item(s), it will be presumed that the contractor has included the cost of this/ these item(s) in other items and rate for such item(s) shall be considered as zero and work will be required to be executed accordingly.

8. Performance Security:

Contractor will deposit performance security @ Five percent (5%) of the accepted tender cost/ awarded cost as performance security within Twenty Eight days (28) days from issuance of the letter of award by IPA. The performance security is to be deposited by the contractor in the form of Demand Draft/ RTGS/NEFT-favoring "IPA" payable at New Delhi.

The performance security shall remain with IPA for a period of 5 years (Five Years) days beyond the date of completion of all contractual obligations of the contractor, including Defects Liability Period (DLP). During this 5 year period, the contractor shall be responsible to rectify all defects, including maintenance of the assets provided by him. The performance security will be forfeited and credited to the IPA's account in the event of a breach of contract by the contractor/ termination of contract under any clause(s) of the contract. On expiry of a period of 5 years include the Defects Liability Period, the Engineer-In-Charge shall, on demand from the Contractor, refund to him the performance security (without any interest) provided the Engineer-in-Charge is satisfied that there is no demand outstanding against the Contractor.

9. Security Deposit

Security Deposit shall be deducted from gross amount of each running bill of the contractor @ 2.5 % till the overall deducted security deposit (including earnest money deposit) reaches 2.5% of the accepted tender cost/ awarded cost. The earnest money deposit shall form part of security deposit.

9.1 **Refund of Security deposit:** The security deposit of 2.5% deducted from the each running bill of the contractor shall be refunded upon the issue of the completion certificate of work by the IPA.

9.2 On expiry of a period of 5 years beyond the Defects Liability Period, the Engineer-In-Charge shall, on demand from the Contractor, refund to him the remaining portion of the amount provided the Engineer-in- Charge is satisfied that there is no demand outstanding against the Contractor.

9.3 No interest shall be payable to the contractor against the Security Deposit/performance

guarantee furnished / recovered from the contractor, by the IPA under any circumstance whatsoever. The security deposit/performance guarantee will be forfeited and credited to the IPA's account in the event of a breach of contract by the contractor/ termination of contract under any clause(s) of the contract.

10. Deviations/Variations Extent & Pricing:

- 10.1 The Engineer-in-Charge shall have power (i) to make alteration in, omissions, from or additions to, or substitutions from the original specification, tender drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the Site or for any other reasons, and the Contractor shall be bound to carry out the Works in accordance with any instructions given to him in writing signed by The Engineer-in- Charge and such alterations, omissions, additions or substitutions shall form part of the Contract as if originally provided therein and any altered, additional or substituted work which the contractor may be carrying out on the same conditions in all respects including price on which he agreed to do the main work. Any alterations, omissions additions or substitutions ordered by the Engineer-In-Charge which in the opinion of the contractor changes the original nature of the Contract, he shall carry it out and the rates for such additional, altered or substituted work shall be determined by the Engineer-in-Charge
- 10.2 The time of completion of the works shall in the event of any deviations resulting in additional cost over the Contract Sum being ordered be extended as follows if requested by the Contractor.
- a) In the proportion which the additional cost of the altered addition a or substituted work, bears to the original Contract sum; plus.
 - b) 25% of the time calculated in (a) above or such further additional time as may be considered reasonable by the Engineer-in-Charge.

11. Rates for Extra/Additional Items

- i) If the rate for additional, altered or substituted item of work specified in the Schedule of Quantities the Contractor shall carry out the additional, altered or substituted item at the same rate.
- ii) If the rate for any altered, additional or substituted item of work is not specified in the schedule of Quantities the rate for that item shall be derived from the rate for the nearest similar item specified therein.
- iii) If the rate for any altered, additional or substituted item of work cannot be determined in the manner specified in sub-paras (i) and (ii) above, the contractor shall within 7 days of the receipt of the order to carry out the said work, inform the Engineer-in-Charge under advice to the Accepting Authority of the rate which he proposes to claim for such item of work, supported by analysis of the rate claimed, and the Engineer-in-Charge shall, within One month thereafter, after give due consideration to the rate claimed by the Contractor determine the rate on the basis of market rate(s). In the event of the contractor failing to inform the Engineer-in-Charge within the stipulated period of time, the rate which he proposes to claim, the rate for such item shall be determined by the Engineer- in Charge on the basis of market rate(s) and shall be final.

12. Suspension of Works:

- a) The contractor shall, on receipt of the order in writing of the Engineer-in-Charge, suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary for any of the

following reasons:

- i) On account of any default on part of the Contractor; or
 - ii) For proper execution of the Works or part thereof for reasons other than the default of the Contractor; or
 - iii) For safety of the works or part thereof. The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carryout the instructions given in that behalf by the Engineer-in-Charge.
- b) If the suspension is ordered for reasons (ii) and (iii) in sub-para (a) above. The Contractor shall be entitled to an extension of the time equal to the period of every such suspension plus 25%. No financial compensation for such suspension shall be admissible to the contractor.

13. Time and Extension for Delay:

The time allowed for execution of the works as specified in the Appendix or the extended time as approved by IPA in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from the 7th day after the date on which IPA issues written orders to commence the work or from the date of handing over of the site, whichever is earlier. If the Contractor commits default in commencing the execution of the work as aforesaid, IPA shall without prejudice to any other right or remedy be at liberty to terminate the contract and also to de bar the contractor for a period of three years from participating in any tender invited by the IPA.

12.1 As soon as possible after the Contract is concluded the Engineer-in-Charge and the Contractor shall agree upon a Time and Progress Chart. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades or sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract Documents.

12.2 If the work be delayed by

- (a) Force majeure or
- (b) Abnormally bad weather or
- (c) Serious loss or damage by fire, or
- (d) Civil commotion, local combination of workmen strike or lockout, affecting any of the trades employed on the work, or
- (e) Delay on the part of other contractors or tradesmen engaged by IPA in executing work not forming part of the contract, or
- (f) Any other cause which, in the absolute discretion of the authority mentioned in Appendix is beyond the Contractor's control;

Then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the Works.

12.3 Request for extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay. The Contractor may also if practicable, indicate in such request the period for which extension is desired.

12.4 In any such case the competent authority may give a fair and reasonable extension of time for completion of the work. Such extension shall be communicated to the contractor by the Engineer-in-Charge and no compensation whatsoever for the extended period, if any shall be applicable/payable.

13. The Contractor shall arrange, at his own expense, all tools, plant and equipment here after referred to as (T&P) labour, P.O.L. & electricity required for execution of the work.

14. FORCE MAJEURE

Any delays in or failure of the performance of either party herein shall not constitute default there under or give rise to any claim for damages, if any, to the extent such delays or failure of performance is caused by occurrences such as Act of god or the public enemy, expropriation or confiscation of facilities by Government authorities, or in compliance with any order or request of any Governmental authorities or due acts of war, rebellion or sabotage or fires, floods, explosions, riots or illegal joint strikes of all the workers of all the contractors.

15. MATERIALS

1. All materials to be provided by the Contractor shall be in conformity with the specifications laid down in the contract and the Contractor shall, if requested by the Engineer-in-Charge, furnish proof to the satisfaction of Engineer-in-Charge in this regard.
2. The contractor shall indemnify IPA, its representatives or employees against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties or other charges which may be payable in respect to any article or material or part thereof included in the Contract. In the event of any claim being made or action being brought against IPA or any agent, servant or employee of IPA in respect of any such matters as aforesaid, the Contractor shall immediately be notified thereof.
3. All charges on account of octroi, terminal or GST and other duties on material obtained for the Works from any source shall be borne by the Contractor.
4. The Engineer-in-Charge shall be entitled to have tests carried out as specified as per relevant standard code of practice for any materials supplied by the Contractor even for those for which, as stated above, satisfactory proof has already been furnished, at the cost of the Contractor and the Contractor shall provide at his own expense all facilities which the Engineer-in-Charge may require for the purpose. The cost of materials consumed in tests shall be borne by the Contractor.
5. Stores and Materials required for the works, brought by the Contractor, shall be stored by the Contractor only at places approved by the Engineer-in-Charge. Storage and safe custody of material shall be the responsibility of the contractor.
- i. IPA's officials concerned with the Contract shall be entitled at any time to inspect and examine any materials intended to be used in or on the works, either on the Site or at factory or workshop or other place(s) where such materials are

assembled, fabricated or at any place(s) where these are lying or from where these are being procured and the contractor shall give such facilities as may be required for such inspection and examination.

- ii. All materials brought to the Site shall become and remains the property of IPA and shall not be removed off the Site without the prior written approval of Engineer-in-Charge of IPA. But whenever the works are finally completed the Contractor shall, at his own expense forthwith, but with the prior approval from IPA, remove from the Site all surplus materials originally supplied by him and upon such removal the same shall revert in and become the property of the contractor. However before giving any approval as aforesaid, IPA shall be entitled to recover or adjust any amount given as advance to the Contractor.

16. Labour Laws and payment of wages to be complied:

The contractor shall comply with the Labour laws in force. No Labour below the age of eighteen years shall be employed on the works. The tenderer should make their own arrangement for the assign all Labour trained in the particular field of work preferably local.

The contractor shall obtain a valid license under the Contract Labour (R&A) Act, 1970 and the Contract Labour (R&A) Central Rules, 1971, before the commencement of the work, and continue to have a valid license till completion of work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986. The contractor shall comply with the provisions of the Payments of wages act, 1936, Minimum wages Act, 1948, Employment liability Act, 1938, Workmen's compensation act 1923, Industrial dispute Act, 1947, the factories act 1948, maternity benefit act 1961 and any statutory amendments or re- amendments thereof for the time being in force.

In respect of all Laborers directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange the safety provision as per safety code framed from time to time by statutory authorities and shall at his own expense provide for all facilities in connection therewith. In case, the contractor fails to make arrangement and provide necessary facilities as aforesaid he shall be responsible for any compensation for each default and in addition the Engineer-In-Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

The contractor shall be fully liable for compliance of EPF or ESI of the labours/ workmen deployed by them for carrying out the work as per prevailing Central or State government norms and IPA has nothing to do with the same. IPA shall not be responsible for any liability/claims what so ever in this regard. Further as and when demanded by IPA, the contractor shall submit the proof of deductions/ deposits of such liabilities of their Labours/ workmen engaged in the work to IPA. In case of default, IPA may deduct the payments against these liabilities from the bills of the contractor or may stop the payment of the bill till such time the compliance is proved the contractor.

The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. These contributions on the part of the employer paid by the contractor shall be reimbursed by the Engineer-in-charge to the contractor on actual basis, as applicable subject to submission of necessary supporting documents by the contractor to the satisfaction of the Engineer-in-Charge.

17. Liquidated Damages for Delay

- 17.1 Time is essence of the contract. In case the CONTRACTOR fails to complete the whole work within the stipulated period, and clear the site, he shall be liable to pay liquidated damages @0.5% (One Half of one percent only) of the value of contract per week and or part thereof of the delay subject to a maximum of 10% (ten percent only) of the value of the contract. The parties agree that this is a genuine pre-estimate loss / damage which will be suffered on account of delay on the part of the Contractor and the said amount will be payable on demand without there being any proof of the actual loss of damages caused by such delay.
- 17.2 The amount of Compensation may be adjusted or set-off against any sum payable to the Contract or under this or any other contract with the IPA.

18. Defects Liability Period:

The Contractor shall be responsible to make good and remedy at his own expense within defect liability period of one year from the date of completion of the work in all respect.

19. Contractor's Liability and Insurance

From commencement to completion of the works, the Contractor shall take full responsibility, care of and precautions to prevent loss or damage and to minimize loss or damage to the greatest extent possible and shall be liable for any damage or loss that may happen to the Works or any part thereof from any cause whatsoever (save and except the Excepted Risks) and shall at his own cost repair and make good the same so that, at completion, the works shall be in good order and conditions and in conformity in every respect with the requirements of the Contract and instructions of the Engineer-in-Charge.

19.1. In the event of any loss or damage to the Works or any part thereof or to any material or articles at the Site from any of the Excepted Risks the following provisions shall have effect:

- a. The Contractor shall, as may be directed in writing by the Engineer-in-Charge, remove from the site any debris and so much of the works as shall have been damaged.
- b. The Contractor shall, as may be directed in writing by the Engineer-in-Charge, proceed with the completion of the works under and in accordance with the provisions and Conditions of the Contract, and

19.2 Provided always that the Contractor shall not be entitled to payment under the above provisions in respect of such loss or damage as has been occasioned by any failure on his part to perform his obligations under the Contract or not taking precautions to prevent loss or damage or minimize the amount of such loss or damage.

19.3 The Contractor shall indemnify and keep indemnified the IPA against all losses and claims for injuries or damage to any persons or any property whatsoever which may arise out of or in consequence of the construction and maintenance of works and against all claims, demands proceedings, damages costs, charges and expenses whatsoever in respect of or in relation there to. Provided always that nothing herein contained shall be deemed to render the Contractor or not liable for or in respect of or

to indemnify IPA against any compensation or damage caused by the Excepted Risks.

19.4 Before commencing execution of the work, the Contractor shall, without in anyway limiting his obligations and responsibilities under this condition, obtain and deposit with IPA – Contractors "All Risk Policy" and "Third Party" Insurance policy.

19.5 The Contractor shall at all times indemnify IPA against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936, Minimum Wages Act.1948, Employer's Liability Act, 1938 the Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947 and the Maternity Benefit Act.1961 or any modifications thereof or any other law relating thereto and rules made there under from time to time.

19.6 The Contract or shall prove to the Engineer-in-Charge from time to time that he has taken all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till completion of the work.

19.7. All statutory deductions as applicable like TDS, Works Contract Tax Act etc. shall be made from the due payment of the contractor.

19.8 No claim for interest will be entertained by IPA in respect of any balance payments or any deposits which may be held up with IPA due to any dispute between IPA and contractor or in respect of any delay on the part of IPA in making final payment or otherwise.

19.9 The contractor shall ensure that no materials/wastes/plant, equipment etc. are dumped at the site. In case any of the above items are dumped, the contractor shall clear the same from the site by or before completion of the work at his own cost or otherwise IPA shall clear the same work at the contractor's risk and cost after serving 7 days' notice.

19.10The contractor will have to make their own arrangement for facilitating movement of labour to work site and back. Facilities are to be provided to labourers as per statutory provision and the same shall not entail or attract any extra cost to IPA.

20. Safety Code:

20.1 The Contractor shall at his own expense arrange for the safety provisions as appended to these conditions or as required by the Engineer-in-Charge, in respect of all labour directly or indirectly employed for performance of the works and shall provide all facilities in connection there with. In case the Contractor fails to make arrangements and provide necessary facilities as a foresaid the Engineer-in-Charge shall be entitled to do so and recover cost thereof from the Contractor.

20.2 The contractor shall provide and maintain at his own expenses guards, when and where necessary or required by the Engineer-in-Charge for the protection of the works or for the safety and convenience of those employed on the works or the public.

20.3 The IPA shall not be liable for any accident, injury or for any other mishap caused to him/them/their employees/agents and labour employed by the contractor and for any kind of damage to the works during the execution of the contract or work done. For any kind of such injury or loss caused to any person/persons mentioned herein above or damages to the work, the contractor shall be exclusively liable.

21. Cancellation/Termination of Contract in Full or in Part:

21.1 If the Contractor:

- a. At any time makes defaults in proceeding with the Works with due negligence and continues to do so even after a notice in writing of 7 days from the Engineer-in-Charge or
- b. Commits default in complying with any of the terms and conditions of Contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge; or
- c. Fails to complete the works or items of work on or before the date(s) of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge; or
- d. Enters into a contract with IPA in connection with which commission has been paid to any person(s) or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the term of payment have previously been disclosed in writing to the Accepting Authority/Engineer-in-Charge; or
- e. Offers or gives or agrees to give to any person in IPA's service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or for bearing to do or having done any act in relation to the abstention or execution of this or any other Contract for IPA
- f. Obtains a Contract with IPA as a result of ring tendering or other non-bonafide methods of competitive tendering; or
- g. Being an individual or any of its partner (in case of the Contractor is a partnership firm) at any time is adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any insolvency Act for the time being in force or make any conveyance or assignment of his affective or composition or arrangement of the benefit of his creditors or purport so to do, or if any Application be make under any insolvency Act for the time being in force for his estate or if a trust deed be executed by him for benefit of his creditors; or
- h. Being a company, passes a resolution or the Court makes an order for liquidation of its affairs, or a receiver or manager on behalf of the debenture holders is appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager; or
- i. Assigns, transfers sublets (engagement of labour on a piece-work basis or of labour with materials not be incorporated in the work shall not be deemed to be subletting) or attempts or assign, transfer or sublet the entire works or any portion thereof without the prior written approval of the Accepting Authority.

21.2 The Competent Authority may, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to IPA by written notice cancel/ terminate the contract as a whole or in part as it may deem appropriate.

21.3 The Competent Authority shall on such cancellation/termination, been titled to:

- a. Take possession of the site and any materials, construction plant, implements, stores, etc., there on; and/or
- b. Carryout the incomplete work by any means at the risk and cost of the Contractor.

21.4 On cancellation/ termination of the Contract, in full or in part, the Accepting Authority shall determine the quantum of amount, if any, recoverable from the Contractor for completion of Works or part of the works or in case the works or part

of the works is not completed, the loss or damage suffered by IPA. In determining the amount credit shall be given to the Contractor for the value of the work, if any, executed by him up to the time of cancellation of the contract, the value of contractors material taken over and incorporated in the work and use of tools & tackle and machinery belonging to the Contractor.

21.5 Any excess expenditure incurred or to be incurred by IPA in completing the Works or part of the Works or the excess loss or damages suffered or may be suffered by IPA as aforesaid after allowing such credit shall be recovered from any money due to the Contractor or any account, and if such money is not sufficient the Contractor shall be called upon in writing to pay the same within 30 days.

21.6 If the Contractor shall fail to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the Contractor's unused materials, constructional plant, implements, temporary buildings, etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the Contractor under the contract and if there after there be any balance outstanding from the Contractor, it shall be recovered in accordance with the provisions of the Contract.

21.7 Any sums in excess of the amounts due to IPA on unsold materials, constructional plant, etc. shall be returned to the Contractor, provided always that if cost or anticipated cost of the completion by IPA of the works or part of the works is less than the amount which the Contractor would have been paid had he completed the works or part of the works such benefit shall not accrue to the Contractor.

22. Liability for Damage, Defects or Imperfections and Rectification thereof:

22.1 If the Contract or his workmen or employees shall injure or destroy any part of the building in which they may be working or any building, road, fence etc, continuous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work while in progress the Contractor shall upon receipt of a notice in writing from Engineer – in-charge in that behalf, make the same good at his own expense. If it shall appear to the Engineer-in-Charge or his Representative at any time during construction or re-construction or prior to the expiration of Defects Liability Period, that any work has been executed with unsound, imperfect or unskilled workmanship or that any materials or articles provided by the Contractor, the contractor shall, upon receipt of a notice in writing in that behalf from the Engineer-in-Charge, forth with rectify or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, and/or remove the materials or articles at his own expense, notwithstanding that same may have been inadvertently passed, certified and paid for and in the event of non-compliance his notice aforesaid, the Engineer-in-Charge may rectify or remove and re-execute the work and/or remove and replace with others the materials or articles complained of as the case may be, by other means at the risk and expense of the Contractor.

22.2 In case of repairs and maintenance works, splashes and dropping from white washing, painting etc. shall be removed and surfaces cleaned simultaneously with completion of these items of work in individual rooms, quarters or premises etc. where the work is done, without waiting for completion of all other items of work in the contract. In case the Contractor fails to comply with the requirements of this condition, the Engineer-in-Charge shall have the right to get the work done by other means at the cost of the Contractor. Before taking such action, however, the Engineer-in-Charge shall give three days' notice in writing to the Contractor.

23. Urgent Works:

If any Urgent work (in respect whereof the decision of the Engineer-in-Charge shall be

final and binding) becomes necessary and Contractor is unable or unwilling at once to carry it out, the Engineer-in-Charge may by his own or other workpeople carry it out, as he may consider necessary. If the urgent work shall be such as the Contractor is liable under the contract to carry out at his expenses incurred on it by the IPA shall be recoverable from the Contractor and be adjusted or set off against any sum payable to him.

24. PAYMENTS:

24.1 Payment shall be released as per the quantum of work executed in accordance to the instruction and tender drawings issued to the contractor. Any work executed by the contractor in violation to the tender specifications, drawings and direction of Engineer in charge shall constitute breach of agreement and shall not qualify for the measurement and payment. The measurement shall be jointly recorded by the contractor and representative of IPA. If Contractor intends to submit interim **R.A Bills these should not be less than Rs 25.00 Lakh (excluding GST) value of work executed.** All other statutory deductions and Security deposit as applicable shall be effected from each running bills.

24.2 No escalation will be paid even in extended period, if any.

24.3 All statutory deductions as applicable like TDS, and other taxes as applicable shall be made from the due payment of the contractor.

25. MOBILISATION ADVANCE:

No mobilization advance whatsoever shall be paid for carrying out this work.

26. DISPUTES:-

26.1 All questions and disputes relating to the meaning of the words, terms, specifications, operations, and instructions, mentioned in this contract and as to the quality of workmanship or performance of the contractor any other question, claim, right, matter, or thing whatsoever in any way arising out of or relating to the contract, specifications, operating instructions, orders or these conditions or otherwise concerning the performance of the contract, the execution or failure to execute the same whether arising during the existence of the contract or after the termination of the contract, the same shall be referred to the Managing Director of IPA whose decision will be final.

26.2 The Courts in the city of New Delhi shall have the exclusive jurisdiction to entertain any application or other proceedings in respect of any disputes arising under this agreement and any award or awards made by the Managing Director here-in-before can be challenged in the concerned Courts in the aforesaid city only.

FORM OF TENDER

To
The Managing Director,
Indian Ports Association
New Delhi - 110003

I/We have read and examined the following documents relating to.....
.....

(Name of the Work)

- (a) Notice inviting tender.
- (b) Instructions to Tenderers
- (c) Technical Specifications
- (d) General Conditions of Contract including Contractors, Labour Regulations, appended to these conditions together with the amendments there to If any.
- (e) Special Conditions of contracts if any.
- (f) Schedule of Quantities/Price Bid
- (g) Corrigendum/Addendum, if any

I/We hereby tender for execution of the works referred to in the aforesaid documents upon the terms and conditions contained or referred to there in and in accordance in all respects with the specifications, designs, tender drawings and other relevant details at the rates contained in Schedule and within the period(s) of completion as stipulated in Appendix.

In consideration of I/We being invited to tender, I/We agree to keep the tender open for acceptance for 120 days from the due date of submission thereof and not to make any modifications in its terms and conditions which are not acceptable to the IPA.

A sum of Rs. 8,00,000/- is hereby deposited as Earnest Money Deposit through NEFT/RTGS.

If I/We withdraw or modify the tender during the period of validity as mentioned above, or if I/We are awarded the contract and I/We fail to sign the contract, or to submit a performance security before the deadline defined in the tender document (unless the said deadline is extended by IPA), IPA shall be at liberty to reject our tender/cancel the contract and debar us from participating in any tender for a period of three years.

Should this tender be accepted, I /We agree to abide by & fulfill all the terms conditions of aforesaid document.

If after the tender is accepted, I/we fail to commence the execution of the work as provided in the conditions. I/We agree that IPA shall without prejudice to any other right or remedy is at liberty to forfeit the said earnest money absolutely and reject the tender.

Signature of the Tenderer
Date.....

Address

APPENDIX

- | | |
|---|--|
| 1. Competent Authority : | Indian Ports Association or its Authorized executives |
| 2. Earnest money/Security deposit | |
| a) Estimated cost of the Works; | Rs. 4,42,54,727- (without GST) |
| b) Earnest money: | Rs. 8,00,000/- |
| c) Performance Security: | 5% |
| d) Security Deposit | 2.5% |
| 3. Time allowed for execution of work | 150 days |
| 4. Authority competent to decide if "Any other cause" of delay is beyond contractor's control | IPA or its authorized representative representative |
| 5. Liquidated Damaged | 0.5% (one half of one percent) per week subject To a Maximum 10% value of the contract |
| 6. Defect Liability Period | 12 months from the date of Completion of work in all respect |
| 7. Authority competent to reduce compensation | IPA or its authorized executive |

SPECIAL CONDITIONS

1. During working at site, some restrictions may be imposed by Engineer-in-Charge/Security staff of IPA or Local Authorities regarding safety and security etc., the contractor shall be bound to follow all such restrictions/instruction & nothing extra shall be payable on this account.
2. No compensation shall be payable to the contractor for any damage caused by rains lightening, wind, storm, floods Tornado, earth quakes or other natural calamities during the execution of work. He shall make good all such damages at his own cost; and no claim on this account will be entertained.
3. No labour hutment shall be allowed in the premises. All labourers should leave the site after day's work. The security & Watch ward for safeguarding the contractor's materials/work etc. shall be arranged at his cost only.
4. All rates quoted by the bidders shall remain firm for the contract period/extended contract period.
5. If the contractor fails to proceed with the work within the stipulated time as specified from the date of issue of letter of intent/letter to proceed with the work, IPA shall reject the award of the work and the contractor shall be debarred from participating in any tender invited by IPA for a period of three years.
6. **Execution of Work at Risk & Cost of Contractor:**
The balance work, if any, left to be completed after the determination/ cancellation of the contract shall be got executed by IPA as stipulated in the said clause at the risk and cost of the contractor and the additional expenditure, if any, incurred by IPA in getting the work executed in the manner stated above, the same shall be recovered from the dues of contractor. In case the dues of the contractor are not sufficient, the contractor shall be liable to deposit the excess amount incurred by IPA as communicated by the Engineer-in-charge within 30 days of written notice.
7. The work shall be executed in accordance with the latest CPWD/IS/ Manufacturer specification mentioned in the Schedule of quantity and in case of any discrepancy, the CPWD/ IS/Manufacturer specifications, as applicable with latest amendments if any, shall be followed. The decision of the Engineer-In-Charge in this regard shall be final and binding upon the contractor.
8. The materials used for carrying out the work shall be of best available quality and the contractor has to carry out the necessary testing as per CPWD/IS specification for its conformity with specifications and all testing charges shall be borne by the contractor.
9. All the civil works, if required, like fixing of load hooks, making chases in the wall, drilling of holes, fixing of doors and finishing of jambs, providing scaffolding for carrying out complete works shall be arranged by the contractor and making good the damages. Nothing extra on these account shall be considered or paid.
10. The debris/ scrap generated during the course of execution of work shall be safely disposed of by the contractor outside IPA, as directed by the Engineer-In-Charge. Nothing extra shall be paid on account of lead, transportation, loading, unloading charges etc. to the contractor on this account.

11. The tenderer shall quote their rates exclusive of GST. GST shall be released separately on submission of documentary proof of remittance of the same.
12. The materials used for carrying out the work shall be the ones being followed by CPWD/other PSUs and wherever applicable as approved by Engineer-in-charge.
13. Rates quoted by the bidder shall be inclusive of all materials, labour, transportation, loading- unloading, taxes, duties, insurance, POL etc. required for completion of finish item of work in all respect and nothing extra on any account, whatsoever, except quoted rate for the item shall be considered for payment.
14. Water & electricity, if required, shall be made available at site by IPA for execution of work without any cost. However, the contractor shall make the necessary arrangement for extension of water/power connection to the work site from the designated points, as per his requirement.
15. The work shall be carried out in IPA, New Delhi and hence, rules and regulations of IPA shall be binding upon the contractor. Also, all necessary safety precaution is taken by the contractor to ensure that no untoward incident caused to IPA during working in the premises of IPA.
16. It may be clearly noted by the intending bidders submitting their bids that the work has to be completed within the stipulated period of completion as mentioned in the tender document. In case, the work is not completed within the stipulated period and it is evident that the progress of work is not upto the mark, IPA shall have all the rights to rescind the contract and execute the balance work at the risk and cost of the contractor.
17. All communication should be addressed to the Managing Director, Indian Ports Association, New Delhi.

18. EMPLOYMENT OF PERSONNEL

- A. Contractor shall employ only Indian Nationals as his representatives, servant and workmen after verifying their antecedents and loyalty. He shall ensure that no person of doubtful antecedents and nationality is in any way, associated with the work. If for the reasons of technical collaboration or other considerations the employment of foreign national(s) is unavoidable, the contractor shall furnish full particulars to this effect to the Accepting Officer at the time of submission of the tender. As a proof that the contractor has employed only Indian Nationals, he shall render a certificate to IPA within one month from the date of acceptance of tender to this effect. In case the IPA desires, contractor will have the police verification done of personnel employed by him.
- B. The IPA shall have full powers and without giving any reason to order the contractor immediately to cease to employ, in connection with his contract, any agent, servant or employee whose continued employment is, in his opinion, undesirable. The contractor shall not be allowed any compensation on this account.
- C. Contractor shall be fully liable to follow the local by Laws.

19. Joint Ventures

Two or more bidders may form a "Joint Venture" among themselves or by including some other firms having required expertise/ experience and submit the offer in the name of "Joint Venture" company. If the offer is made in the name of "Joint Venture" the details and composition shall be clearly spelt out in the Technical bid. If a joint venture firm is pre-qualified, the responsibility for execution of works and operations and maintenance shall be in accordance with the Joint Venture agreement and no deviation from the terms of the JV agreement will be permitted without prior approval

of the Engineer. Tenders submitted by a joint venture of two or more firms, as partners shall comply with the following requirements:

a) Companies/Contractors may jointly undertake the contract. Each entity would be jointly and severally responsible for completing the task as per the contract, however declaration of Lead member to be indicated by the bidders, however JV has to designate in their MOU. In case of JVs, combined experience of all the firms will be considered for the eligibility criteria.

b) In case of a successful tender, the Form of Agreement, shall be signed so as to be legally binding on all partners;

c) One of the partners who is having the similar technical experience shall be nominated as being in charge(lead partner); and this authorization shall be evidenced by submitting a power of attorney signed by legally authorised signatories of all the partners;

20. Sub-contracting

Sub-contracting of the work/part of the work can be permitted subject to the condition that the contractor obtains the prior approval of IPA.

INDICATIVE DRAWING

Guest House

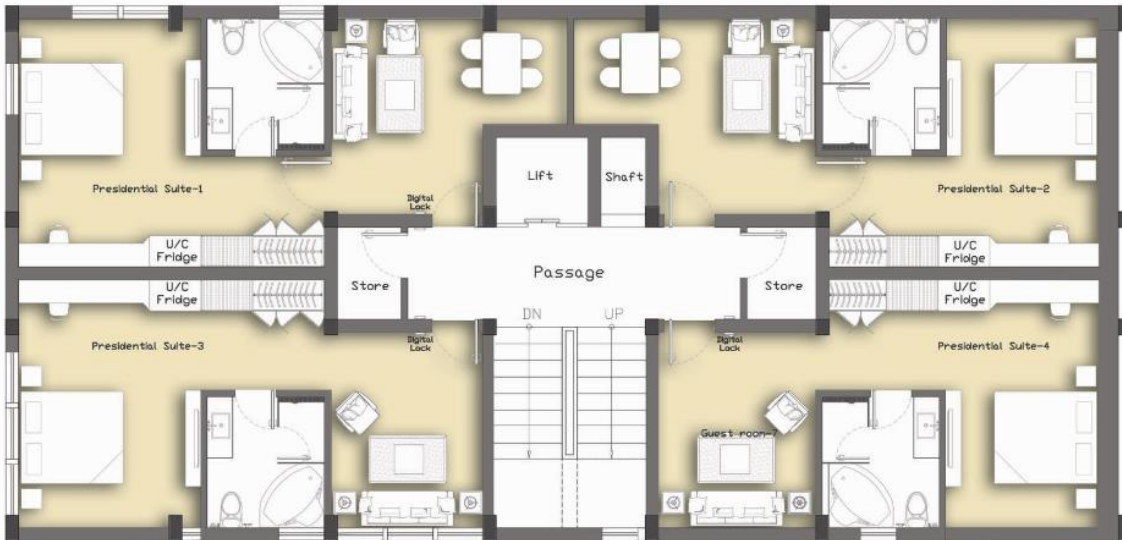


Ground Floor

Ground Floor



Basement



First Floor



Second and Third Floor



Fourth Floor

Indicative Items of work

S. No.	ITEMS OF WORK
1	Earth work
2	Concrete work
3	R.C.C. work
4	Brick work
5	Marble work
6	Wood work
7	Flooring
8	Roofing work
9	Finishing
10	Repair and Dismantling Work
11	Aluminium work
12	Water Proofing Work
13	Steel Work
14	Internal & External Plumbing Estimate
15	Fire Fighting Work