

LETTER INVITING BID

Ref:- RECPDCL/Tech/Swachh Vidyalaya Abhiyan/Financial Bid/1729

Dated:24.12.2014

Subject: Invitation of Financial Bid from qualified construction agencies and NGOs for Construction & upkeep of Toilets in Government Schools in Uttar Pradesh, Madhya Pradesh, Rajasthan, Punjab, Bihar & Telangana.

Sir,

With reference to above subject financial bid are invited from qualified construction agencies and NGOs against Notice Inviting Expression of Interest (EOI) For Empanelment of (i) Construction Agencies and (ii) NGOs/Not for Profit Organization for construction & upkeep of Toilets in Government Schools in Uttar Pradesh, Madhya Pradesh, Punjab, Bihar, Telangana & Rajasthan or any other/state as may be required. Against EOI No. **No. RECPDCL/Tech/Swachh Vidyalaya Abhiyan/EOI/1250 & RECPDCL/Tech/Swachh Vidyalaya Abhiyan/EOI phase II/1393** Dated: 15.10.2014 on websites www.recpdcl.in, www.recindia.nic.in & www.eprocure.gov.in for construction of toilet as per the list enclosed at **Annexure-I**.

Scope of work, Detailed Terms & Conditions and Financial proposal submission form are enclosed with this letter. Financial proposal shall be submitted through e tendering mode latest by 05.01.2015 upto 15.00hrs and Earnest Money Deposit (EMD) in prescribed format should reach Dy. General Manager (Tech), REC PDCL, 1016-1023, 10th Floor, Devika Tower, Nehru Place, New Delhi-110019 latest by **05.01.2015 11.30 hrs. The Financial bid of only those qualified construction agencies and NGOs who have submitted requisite EMD with financial proposal shall be opened on 05.01.2015 at 16:00 hours.**

REC PDCL reserves the right to reject any or all bids or drop part of bid without assigning any reasons whatsoever.

(i)	Date of Release of Financial Bid	24.12.2014
(iii)	Last Date for Submission of Financial Bid	05.01.2015 (Time: Upto 15:00 hrs)
(iv)	Date of Opening of Financial Bid	05.01.2015 (Time: at 16:00 hrs)
For any query and clarification may please contact :		Shri. Ajay Kumar, Chief Technical Officer, Phone: 011-44128767
		Shri. Jasbir Rana, Engineer, Phone: 011-44128769
		Fax: 011-44128768 E-mail: recpdcl@rediffmail.com

In case of any further clarifications Chief Manager (Tech.), REC PDCL, Ph.(011)44128767 may be contacted.

Yours sincerely

S.C.GARG
(Addl. Chief Executive Officer)

INVITATION OF FINANCIAL BID

Financial bids are invited from qualified construction agencies and NGOs against **EOI No. RECPDCL/Tech/SwachhVidyalayaAbhiyan/EOI/1250&RECPDCL/Tech/SwachhVidyalayaAbhiyan/EOI phase II/1393** for building of Toilets through Conventional methodology of construction in Government Schools in Uttar Pradesh , Madhya Pradesh, Punjab, Telangana, Rajasthan & Bihar as per summary of packages annexure-I (SUMMARY OF PACKAGES (PACKAGE LIST)) for REC's CSR initiative under 'Swachh Vidyalaya Abhiyan'.

General Information

- A. COMPLETE SCOPE OF WORK**
- B. COMPLETION SCHEDULE**
- C. SITE LOCATION**
- D. TENDER**
- E. SUBMISSION OF TENDERS**
- F. RECEIPT AND OPENING OF TENDERS**
- G. AWARD METHODOLOGY**
- H. EARNEST MONEY DEPOSIT (EMD)**
- I. PERFORMANCE BANK GUARANTEE**

A. COMPLETE SCOPE OF WORK

The Scope of work for Construction of Toilets in Schools under Swachh Vidyalaya Abhiyan shall generally comprise of but not be limited to the following.

Taking over of clear / hindrance free site from the concerned school Principal/ Headmaster / local administration and construction & upkeep of toilets as per the methodology mentioned below.

CONVENTIONAL

a. Civil works for Girls / Boys Toilet

1. Earthwork in excavation & backfilling.
2. Brickwork in foundations and superstructure.
3. RCC or Red Stone Roof construction.

b. Architectural

1. Internal and external plastering, painting and tiling.
2. MS doors.
3. Supply and Installation of Chinaware/ fittings.

c. Water supply and Sewerage works

Providing plumbing and drainage works for toilet block including, Water tank & leach pit.

Handing over of the completed & commissioned work to the client The Contractor shall be responsible for routine cleaning and upkeep & maintenance of toilets during the defect liability period (i.e. One Year from the Handing over of the Toilets) and routine cleaning and upkeep for additional one year after the defect liability period. The Contractor shall provide all necessary materials, equipment and labour etc. for the execution and maintenance of work till completion. All materials that go with the work shall be approved by Engineer-in-Charge prior to procurement and use. The engineer-in-charge can also ask the contractor to get certification of material to be got done from manufacturer at any stage

Upkeep and cleaning activities to be carried out for the scope of work covered under upkeep and cleaning head is as follows.

Upkeep and cleaning of all internal and external assets & services of toilet block with all labour, T&P and consumables etc. as required on all days excluding school holidays with the following operations:

- a) Washing and moping of toilet floor with the help of phenyl cleaning of WC pot with the help of brush and toilet cleaner like harpic/sani fresh and cleaning of wall tile/dado (once in a day).
- b) Cleaning of water tank with the help of bleaching powder (once in 15 days.)
- c) Cleaning of leach pit including disposal of leach pit waste (once in a year)
- d) Cleaning of incinerator including safe disposal of disposables. (as per requirement minimum once in a month).

B. Completion Schedule

The work under this contract shall be completed within 4 (four) months from the date of LOA.

COMPLETION PERIOD, HANDING OVER AND MAINTENANCE WORK:-

Time is of essence of the contract. It shall be a term of the contract that the Contractor shall strictly adhere to the following Completion Schedule:

- (i) The Contractor shall fully mobilize at site, within Ten days of the date of intimation of award.
- (ii) The Contractor shall achieve progress to the tune of 50% of the entire work completion in all the schools falling under his scope, within 2 (two) months of the date of intimation of award.
- (iii) The contractor shall achieve a cumulative progress to the tune of 75% by the end of 3 (three) months of the date of intimation of award.
- (iv) The contractor shall achieve a cumulative progress to the tune of 100% by the end of 4 (four) months of the date of intimation of award. Make the utility ready for handing over to the school authorities.
- (v) The total period for completion of the Construction Work Portion under the contract package shall be four (04) Calendar months, reckoned from the date of intimation of award.

C. Site Location:-

The sites are located at various locations in Uttar Pradesh, Madhya Pradesh, Punjab, Telangana, Rajasthan & Bihar and as per the annexure I. Tentative List of Schools can be obtained from REC PDCL office.

Bidder is advised to visit and examine the site, its surroundings and familiarize himself with the existing facilities and environment, and collect all other information which he may require for preparing and submitting the bid and entering into the Contract. Claims and objections due to ignorance of existing conditions or inadequacy of information will not be considered after submission of the Bid and during implementation.

Work shall be executed according to General Conditions of Contract, Special conditions of contract, drawings and technical specifications.

D. TENDER

Preparation of Tender

i) The Bidders are required to submit the complete tender documents only after satisfying each and every condition laid down in the tender documents.

ii) All rates shall be written both in figures and in words. Corrections, if any, are to be made by crossing out, initialling and rewriting. In case of discrepancy between the words and the figures the rate indicated in words shall prevail. All overwriting/ cutting, insertions shall be authenticated and attested.

E.Submission of Tenders:

Construction Agencies/NGOs/Not for Profit Organisation can download Financial Bid document from the RECPDCL web site i.e. <http://www.recpdcl.in> or portal.recpdcl.in or www.recindia.com or eprocure.gov.in and e-tendering regd. link is given in RECPDCL website i.e. www.tenderwizard.com/REC

Financial Bid to be submitted through online mode on website www.tenderwizard.com/REC in the prescribed form.

i) The Construction Agencies/NGOs/Not for Profit Organization should upload Financial Bid document with duly signed soft copy of the documents for application to financial bid, only Price Bid quotes to be filled through online format.

ii) Only complete Financial Bid response received on or before the due date and time shall be considered. The Financial Bid received by telegraphic/fax/email mode or incomplete or after due date or time shall not be considered.

iii) The responses complete in all respects are required to be submitted latest by on or before 05 Jan 2015 up to 15:00 hrs and shall be opened on the same day at 16:00 hrs and the agencies or their authorized representative may, if they so desire, be present at the time of opening.

The quotation shall be valid for a period of at least two calendar months from the date of opening of the financial bid.

F. Receipt and Opening of Tenders

i) Tenders duly filled in, will be received through e tendering mode and will be opened on the date and time indicated in the letter inviting tenders. The tenders will be opened and the bidders or their authorized representative may, if they so desire be present at the time of opening of tenders.

ii) Financial bid of only those bidders will be opened who have submitted requisite EMD.

iii) If due date of receipt of tenders and/or that of opening of tender happens to be a closed holiday(s), the tenders would be received and opened on the next working day but the time of receipt and of opening will remain the same.

iv) REC PDCL reserves the right to postpone and/or extend the date of receipt/opening of tenders or to withdraw the tender notice, without assigning any reason thereof. In such a case the bidders shall not be entitled to any form of compensation from the Company.

G. AWARD METHODOLOGY.

- i) Work shall be awarded to the respective lowest bidder of each package of work based on overall minimum cost to the owner.(each package shall be considered a different entity of work.)However in case a bidder is L-1 Bidder for more than one package within state then Bidder will be awarded work at the lowest quoted rates among the packages in which the bidder is L-1
- ii) Construction Agency : Maximum Three numbers of packages can be awarded to category 1 empanelled agency and Maximum Five numbers of packages can be awarded to Category-2 empanelled agency .
- iii) NGOs : For NGOs maximum Three numbers of packages can be awarded to a NGO that too based on the assessment of RECPDCL considering the execution capacity of the NGO.
- iv) In case any Bidder is L-1 for packages post awarding limit of packages in that Case RECPDCL may ask other eligible L-2 bidder to match with L-1 in case L-2 bidder does not agree ,same shall be asked from L-3 bidder and in case L-2&L-3 does not agree to work at L-1 rate then RECPDCL reserves the right to award the packages to L-1 bidder even in case of reaching threshold limit of maximum no of packages at the sole discretion of RECPDCL, further L-4 and so on will not be considered for negotiations.
- v) RECPDCL reserves the right to award or not to award work to the L1 bidder based on the assessment by RECPDCL for implementation of the project as may be deemed fit by company.
- vi) Bidder can bid for one package or all the packages in the respective category (construction agency/NGOs) as specified in package list.
- vii) RECPDCL reserves the right to split /merge the packages at the sole discretion of RECPDCL.
- viii) If there are different L-1 bidders for different packages within state than the other bidders have to match the L1 of the state.
- ix) RECPDCL Reserves the right to award the work to L-1 bidder or go for negotiations or may resort to Reverse auction (R.A)or any other measures to arrive at best possible lowest rates.

H. Earnest Money Deposit(EMD)

- i) "Earnest Money Deposit" for each package as shown in table below shall be submitted for each package in which the bidder want to bid for-

A. PACKAGES FOR CONSTRUCTION AGENCY				
S.NO OF PACKAGE	DISTRICT	NO OF TOILET BLOCKS	ESTIMATED COST(CRORE)	EMD
BIHAR				
1	PATNA	539	7.28	522800
2	GAYA	649	8.76	537600
U.P				
3	BALIA I	474	6.40	514000
4	BALIA II	535	7.22	522200
5	BALIA III	496	6.70	517000
6	BALIA IV	466	6.29	512900
MADHYA PRADESH				
7	DHAR	573	7.73	527300
8	RATLAM	344	4.64	500000
9	VIDHISA	384	5.18	501800
TELANGANA				
10	NALGONDA,	445	6.01	510100
11	RANGREDDY,KHAMAM	510	6.88	518800
	TOTAL	5415		

B. PACKAGES FOR NGOS				
U.P				
1	Jalaun	34	0.46	50000
PUNJAB				
2	GURDASPUR, PATHANKOT	121	1.63	250000
RAJASTHAN				
3	AJMER	154	2.08	250000
4	BHARATPUR,	127	1.71	250000
5	JODHPUR	39	0.53	100000
6	UDAIPUR I	106	1.43	250000
7	UDAIPUR II	114	1.54	250000
TELANGANA				
8	MEHBUB NAGAR, ADILABAD	102	1.38	250000
9	WARANGAL	106	1.43	250000
MADHYA PRADESH				
10	JHABUA-I	146	1.97	250000
11	JHABUA-II	143	1.93	250000
BIHAR				
12	NALANDA-I	131	1.77	250000
13	NALANDA-II	140	1.89	250000
14	NALANDA-III	129	1.74	250000
	Total	1592		

EMD should be submitted in sealed envelope super scribing as “EMD for construction of Toilets against financial bid no and package no” in form of demand draft in favour of REC POWER DISTRIBUTION COMPANY LTD payable at New Delhi, on or before last date of submission of financial bid at RECPDCL office.(annexure-VI EMD FORMAT)

ii) Earnest Money shall be forfeited in case of the following:

- a) On revocation of tender or increase in rates after opening of the tender but before the validity of the quotations expires.
- b) On refusal to enter into contract agreement after award of contract.
- c) Non submission of Contract Performance Guarantee.

iii) EMD of tenderers, who do not qualify in Financial bid after evaluation, shall be returned within 30 days of receipt of request of refund from them.

The EMD shall be returned without interest:

- a) To the unsuccessful and successful bidders on acceptance of LOA & submission of Contract Performance Guarantee by successful bidder.
- b) In case bidding process is terminated by REC PDCL for any reason.

I. PERFORMANCE BANK GUARANTEE

On award of any assignment to successful bidder 10% PBG of the respective contract value has to be submitted along with the letter of acceptance, which may be adjusted accordingly against already submitted PBG of RS 1 lac for acceptance of empanelment with RECPDCL above mentioned PBG shall remain valid for completion period plus 90 days or such extended period. The performance bank guarantee shall be returned to the agency without any interest upon completion of all items of work as defined in scope of work, submission of final report and acceptance of the same by RECPDCL and in case of any failures/non-performance of the contract the PBG shall be forfeited/encashed.

As per performance bank guarantee annexure-VII.

INSTRUCTIONS TO BIDDER

INDEX

1. GENERAL
2. DEFINATIONS
3. FINANCIAL BID AND SCOPE OF WORK
4. COST
5. DEVIATION
6. CONTRACT
7. COST OF BIDDING
8. SPLIT-UP OF WORK
9. SITE VISIT.
10. BIDDING DOCUMENT
11. CLARIFICATION OF BIDDING DOCUMENT
12. CONFIDENTIALITY OF BIDDING DOCUMENT
13. COMPLIANCE TO BID REQUIREMENT
14. DOCUMENTS COMPRISING BID
15. BID PRICES
16. CURRENCIES OF BID & PAYMENT
17. BID VALIDITY
18. ARRANGEMENT OF BID
19. MODIFICATION AND WITHDRAWL OF BIDS
20. BID OPENING AND EVALUATION
21. COMPLETE SCOPE OF WORK
22. AWARD OF CONTRACT
23. CONTRACT AGREEMENT
24. SUB CONTRACTING
25. QUANTITY DEVIATION

INSTRUCTIONS TO BIDDER

1. General

INTRODUCTION

RECPDCL invites Financial Bids, through e tendering mode from empanelled construction agencies /NGOs against **EOI No. RECPDCL/Tech/Swachh Vidyalaya Abhiyan/EOI/1250 & RECPDCL/Tech/Swachh Vidyalaya Abhiyan/EOI phase II/1393** for building of Toilets through Conventional methodology of construction and upkeep & cleaning in Government Schools in Uttar Pradesh , Madhya Pradesh,Punjab,Telangana,Rajasthan& Bihar as per annexure-I(list of schools state wise and district wise) for REC's CSR initiative under 'Swachh Vidyalaya Abhiyan'for the entire work covered under the Bidding Document (hereinafter for the purpose of these instructions collectively referred to as the "WORK"). The selected bidder shall be termed as Contractor for the tendered work.

2. DEFINITIONS

DEFINITION OF TERMS

In the contract document as herein defined where the context so admits, the following words and expressions will have the following meanings:

The 'Owner' shall mean **RECPDCL**

Chairman shall mean the Chairman, REC Power Distribution Company Ltd

The "Contractor" shall mean the person or the persons, Firm or company whose tender has been accepted REC Power Distribution Company Ltd and includes the Contractor's legal representatives, his/their successors and permitted assign and shall carry out work as per advice of Architect/Engineer-in-charge of RECPDCL Ltd.

The "Owner's Representative" means the person designated by REC Power Distribution Company Ltd and shall include his authorized nominee or agent; provided, however, that the Owner's representative may be one person for certain aspects of his agreement and another person for other aspects of work covered by this contract.

'Architect' shall mean the architectural firm appointed by the owner. Who shall co-ordinate and supervise the work of contractor on behalf of owner and shall take decision on any matter whatsoever with the concurrence of the Engineer in charge. The decision of the Engineer-in-Charge shall be final and binding to all.

"Engineer in charge" means Chief Technical Officer, RECPDCL or its representative or any other person authorized by the Owner.

The 'Work' shall mean the work to be executed in accordance with the contract or part thereof as the case may be and shall include all extra, additional, altered or substituted works as required for performance of the contract.

The "Completion Certificate" shall mean the certificate to be issued by the Engineer-in-Charge when the works have been completed to his satisfaction.

The 'Final Certificate' in relation to a work means the certificate regarding the satisfactory compliance of the various provisions of contract by the Engineer-in-charge after the period of liability is over.

“Permanent Work” means and includes works which will be incorporated in and form a part of the work to be handed over to Owner by the Contractor on completion of the contract.

“Construction Equipment” means all appliances and equipment of whatsoever nature for use in or about the execution, completion, operation and maintenance of the work unless intended to form part of the permanent work.

“Site” means the areas inside the premises of the school or as specified by engineer-in-charge on which the permanent works are to be executed or carried out and any other places provided by Owner for the purpose of the Contract.

The “Contract Document” means collectively the tender documents, design, drawings, specifications, agreed variations, if any contract and other documents constituting the tender and acceptance thereof.

The “Contract” shall mean the agreement between Owner and the Contractor for the execution of the works however, including therein all contract documents.

The “Specification” shall mean various technical specifications attached and referred to in the tender documents. It shall also include relevant Indian Standard Institution Specifications and standards and specifications of any other country wherever applicable.

the “Drawing” shall include maps, plans and tracings or prints thereof with any modifications approved in writing by the Engineer-in-Charge and such other drawings as may, from time to time be furnished or approved in writing by the Engineer-in-Charge.

The “Tender” means the tender submitted by Contractor for acceptance by Owner.

The “Alteration Order” means an order given in writing by the Engineer-in-Charge to effect additions to or deletions from and alterations in the works.

The “Sub-Contractor” means any person or firm or company (other than the Contractor) to whom any part of the work has been entrusted by the Contractor with the written consent of the Engineer-in-Charge and the legal personal representatives, successors and permitted assigns of such person, firm or company.

“Running Account Bill” shall mean a Bill for the payment of ‘on account’ money to the there under. Contractor in terms of Clause 14.2.4 hereof and associated clauses.

“Schedule of Rates” shall mean the Schedule of Rates annexed to the Acceptance of Tender and shall include any remuneration payable to the Contractor for any work, determined in accordance with the conditions herein notified in letter of acceptance.

“Notified Claim” shall mean a claim of the Contractor notified in acceptance.

“Agreed Variation” shall mean the Statement of Agreed Variation annexed to the Acceptance of Tender or a further Amendment annexed to the Contract forming part thereof.

“Defect Liability Period” shall mean the defect liability period as specified in the Contract.

Land for Contractor Field Office, Godown and Workshop

It will not be possible for the owner to provide any land/storage for Godown/Workshop/Field office of the contractor. Contractor will have to make his own arrangement at his own cost for the same.

It shall be bidder responsibility to have thorough understanding of the reference documents, site conditions and specification included in the bidding document.

3. FINANCIAL BID AND SCOPE OF WORK: FINANCIAL BID AND SCOPE OF WORK is given in technical part of bidding document.

4. Cost:

The Price Offer shall be for the assignment as per the Scope of work of Bid Document and shall remain FIRM throughout the period of contract. REC PDCL shall not pay and/or reimburse anything over and above the price quoted including Service Tax which shall not be payable extra on quoted price, and quoted price shall be inclusive of service tax as applicable. The bidder shall have valid service tax registration and ensure deposit of service tax to the tax authorities. The REC PDCL reserves the right to ask the bidder to justify and establish price/rate reasonableness including justification for the service tax component. In the event of an award of contract, income tax will be deducted by the REC PDCL at source as per law.

5. DEVIATION:

The bidder must comply with the Scope of work, all terms and conditions & monthly milestone target for execution of work as per bid document. No deviation on the lower side in this regard shall be accepted.

REC PDCL reserves the right to reject any offer in full or in part or to split/combine districts/blocks & award the work to one or more than one bidders, without assigning any reason thereof and without incurring any liability to the affected bidders for the action of REC PDCL.

In case it is decided to split the work to more than one agency at the lowest received rates, preference of work may be given to the agency which quoted the lowest rates in response to tender enquiry.

6. CONTRACT

6.0 Duration/ Period of Contract:

6.1 The contract will be for four months from date of award of contract. In case duration of the contract is required to be extended for the reason beyond control of the agency, the same shall be done with mutual consent on the same rates and terms & conditions.

GCC, SCC AND TCC attached as annexure III, IV, V

6.2 TERMINATION OF CONTRACT

6.2.1 The contract shall remain in force for 4 months from the date of award of contract or till satisfactory completion of awarded work, whichever is earlier.

6.2.2 However, in case, in the opinion of REC PDCL if the agency is not likely to make up for the delay or test checks by REC PDCL are indicating poor quality or the agency is acting in anyway prejudicial to the completion of project or on adoption of unethical practices, the contract may be terminated partly or fully by giving 15 days' notice and the balance works shall be executed at the risk & cost of the agency.

6.2.3 RECPDCL may, terminate the CONTRACT at any stage of the work for any reasons which shall be recorded in the letter of termination.

6.2.4 In case of termination for reasons not attributable to the CONTRACTOR, all work/services executed by the CONTRACTOR under this CONTRACT upto the date of termination and accepted by Engineer-in-charge shall be paid by RECPDCL

6.2.5 The CONTRACTOR within or at a time fixed by RECPDCL shall depute his authorized representative for taking joint final measurement of the works executed thus far and submit the final bill as per joint final measurement within 7 days of the date of joint final measurement. The payment, if any, shall be made to CONTRACTOR based on final joint measurement.

7. COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and delivery of its bid, including costs and expenses related to visits to the site and the Owner will in no case be responsible or liable for these costs regardless of the outcome of the bidding process.

8. SPLIT-UP OF WORK (all categories)

8.1 The total scope of work covered in this Bidding Document is divided in to packages as per details provided in technical section.i.e.

8.2 Bidder may quote only for the respective category in which the agency has been empanelled.

8.3 However, Owner shall award work to one Bidder or multiple bidders based on overall minimum cost to Owner irrespective of Bidder's quoted prices being lowest.

9. SITE VISIT

9.1 Bidder is advised to visit and examine the site, its surroundings and familiarize himself with the existing facilities and environment, and collect all other information which he may require for preparing and submitting the bid and entering into the Contract. Claims and objections due to ignorance of existing conditions or inadequacy of information will not be considered after submission of the Bid and during Implementation.

9.2 Any loss to the property / life of the visitor due to visitor's negligence shall be the visitor's responsibility. Visitor shall keep Owner indemnified from any legal consequences arising there from.

BIDDING DOCUMENT, CLARIFICATIONS AND AMENDMENT

10. BIDDING DOCUMENT

10.1 The Bidding Document shall consist of the following and should be read in conjunction with any amendment issued subsequently

10.1.1 Letter Inviting Bid (LIB).

10.1.2 General instruction

10.1.3 Instructions to Bidders and its attachments.

10.1.4 General Conditions of Contract (GCC) and its attachments

10.1.5 SCC(SPECIAL CONDITIONS OF CONTRACT)

10.1.6 Schedule of Rates (SOR) / Schedule of Prices (SOP) and schools list.

10.1.7 Technical Part(DRAWINGS AND TECHNICAL SPECIFICATIONS).

10.1.8 Format for Tax Liability Information

Bidder shall submit the Master Index of the bidding document duly signed and stamped in token of having received, read and complied to all parts of Bidding Document. The Bidding Document shall be read in conjunction with any Amendment.

10.2 The Bidder is expected to examine the Bidding Document, including all instructions, forms, terms, specifications and drawings in the Bidding Document. Failure to furnish all information required as per the

Bidding Document or submission of a bid not substantially responsive to the Bidding Document in every respect may result in therejection of the Bid.

11. CLARIFICATION OF BIDDING DOCUMENT

11.1 Although the details presented in this Bidding document consisting of Conditions of Contract, Scope of Work, Technical Specifications and Drawings have been compiled with all reasonable care, it is the Bidder's responsibility to ensure that the information provided is adequate and clearly understood and it includes all documents as per the Index.

11.1.1 Extension in bid due date shall not generally be granted

11.2 AMENDMENT OF BIDDING DOCUMENT

11.2.1 RECPDCL may, for any reason whether at his own initiative or in response to the clarification requested by the prospective bidder(s), issue amendment in the form of Addendum during the bidding period or subsequent to receiving the bids. Any Addendum thus issued shall become part of Bidding Document and Bidder shall submit a copy of the Addendum duly signed and stamped in token of his acceptance. Addendum shall be issued to only those bidders, who have been issued the Bidding Document or submitted acknowledgement cum consent letter as per the Performa enclosed in the Bidding Document.

11.2.2 In case Addendum is issued during the bidding period, Bidder shall consider its impact in his bid. In case Addendum is issued subsequent to receipt of bids, Bidder shall follow the instructions issued along with Addendum with regard to submission of impact on quoted price / revised price, if any.

12. CONFIDENTIALITY OF BIDDING DOCUMENT

12.1 The Bidding Document is and shall remain the exclusive property of the Owner / RECPDCL without any right to Bidder to use them for any purpose except for the purpose of Bidding.

12.2 On no account will any agency to whom Bidding Documents is issued, part with possession thereof or copy or take copies or tracings of any drawing, plan etc. It should be understood that the information therein is confidential, and that the Bidding Documents are therefore being issued to bidders in the strictest confidence.

13. COMPLIANCE TO BID REQUIREMENT

ZERO DEVIATION

13.1. Bidder to note that this is a ZERO deviation bidding document. Owner will appreciate submission of offer based on the terms and conditions in the enclosed General Conditions of Contract, ITB, SCC, Scope of Work, and Technical Specification etc. to avoid wastage of time and money in seeking clarifications on technical / commercial aspect of the offer.

13.2. Accordingly, Bidder must submit format for "Compliance to Bid requirement" as enclosed with this Bidding Document duly filled in along with Unpriced part of Bid

13.3. Notwithstanding to the above, bids with the following deviation(s) to the bid conditions may be summarily rejected without any post bid reference to the bidder:

- (a) Time Schedule / Contract Period
- (b) Schedule of Prices / Schedule of Rates
- (c) Claims and Dispute Resolution
- (d) Scope of Work
- (d) Scope of Supply
- (e) Security Deposit
- (f) Termination
- (g) Force Majeure
- (h) Bid Validity
- (i) Price Reduction Schedule

13.4. Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid.

13.5. In case Bidder stipulate deviations, Owner have the right to reject such bid at its absolute discretion without giving any opportunity for such Bidder to make good such deficiency.

14. DOCUMENTS COMPRISING PRICE BID

PRICE BID

This Part shall contain the estimated Schedules of rates of toilet block ,list of schools district wise and package wise Summary of estimated price for each package showing tentative nos of toilet blocks included in the respective package and summary of prices (PRICE BID) for each package in which the bidder shall quote a single consolidated percentage increase / decrease in the estimated price and the same percentage shall be applicable to all the items of works of the Estimated Schedule of Rates. Bidder shall be presumed to have quoted against the tendered description of work as per the detailed Schedule of Rates and the same shall be binding on the Bidder. Deviations to terms and conditions, presumptions etc. shall not be stipulated in Price Part of bid. In case of any discrepancy in the prices in words and in figures, the prices in words shall prevail.

15. BID PRICES

Unless stated otherwise in the Bidding Documents, the Contract shall be for the total works as described in Bidding Document, based on the Schedule of Rates submitted by the Bidder and accepted by the Owner.

The bidder shall quote a single consolidated percentage increase / decrease in the estimated price and the same percentage shall be applicable to all the items of works of the Estimated Schedule of Rates. Bidder shall be presumed to have quoted against the tendered description of work as per the detailed Schedule of Rates and the same shall be binding on the Bidder. In case any activity though specifically not covered in description of item under Schedule of Rates' (detailed), but is required to complete the work as per Scope of Work, Scope of Supply, Specifications, Standards, Drawings, Conditions of Contract, or any other part of Bidding Document, the prices quoted shall be deemed to be inclusive of cost incurred for such activity.

The quoted Price shall be deemed to be inclusive of all taxes and duties including Service Tax in line with the provisions of Conditions of Contract.

It is for the bidder to assess and ascertain the rates of applicable Taxes & Duties for the tendered work. It is clearly understood that RECPDCL/Owner will not have any additional liability towards payment of applicable Taxes & Duties as a result of Bidder's wrong assessment / interpretation of applicable taxes & duties.

16. CURRENCIES OF BID & PAYMENT

The Bidder shall quote in Indian Rupees and shall be paid in Indian Rupees only.

17. BID VALIDITY

Bid submitted by Bidder shall remain valid for a minimum period of 02 (Two) months from the due date of opening of price Bids. Bidders shall not be entitled during the said period, without the consent in writing of the Owner / RECPDCL, to revoke or cancel their Bid or to vary the Bid given or any term thereof.

18. ARRANGEMENT OF BID

All pages of bid shall be Digitally signed and stamped by authorized signatory(ies) of the bid.

19. MODIFICATION AND WITHDRAWAL OF BIDS

The Bidder is not allowed to modify or withdraw its bid after the bid's submission.

20. BID OPENING AND EVALUATION

OPENING OF PRICE BIDS

The sequence of opening Price Bid shall be in sequence of seeking bid in the presence of attending representatives of Bidder. The attending representative(s) of the Bidder may have to produce authorization letter from their competent authority, otherwise they will not be allowed to attend the Bid opening. Number of representative will be restricted to maximum one person. The Bidder's representative who is present shall sign a Bid opening statement evidencing their attendance.

EVALUATION OF PRICE BIDS

The bids will be checked for any arithmetic errors. During evaluation of price, if some discrepancies are found between the rate/ amount given in words and figures, the sub-total and total amount shall be corrected as per the following procedure, which shall be binding upon the Bidder.

Based on percentage increase/decrease to the estimated cost as per Schedule of Rates, total quoted price will be calculated, Optional items shall not be considered for the purpose of arriving at the total cost.

When there is difference between the percentage rate in figures and words, the rate in words shall prevail. The Owner will examine the bids to determine whether they are complete and whether the documents have been properly signed, and whether the bids are generally in order.

No stipulation, deviation, terms & conditions, presumption, basis etc. shall be stipulated in the bid. Any conditions, if stipulated, shall be treated as null and void and may render the bid liable for rejection.

RECPDCL, if necessary, will obtain clarifications on the Bid by requesting for such information / clarifications from any or all Bidders, either in writing or through personal contact, all responses shall be in writing, and no change in the price or substance of the bid shall be permitted unless specifically sought by RECPDCL.

21. COMPLETE SCOPE OF WORK

The complete scope of work has been defined in the bidding document. Only those bidders who take complete responsibility for the complete scope of work as contained in the bidding document shall be considered as acceptable.

22. AWARD OF CONTRACT

OWNER'S RIGHT TO ACCEPT OR REJECT ANY BID

The Owner reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or without any obligation to inform the affected Bidder or Bidders of the grounds or the reasons for the Owner's action.

NOTIFICATION OF AWARD

RECPDCL will notify the successful Bidder in writing by Letter of Acceptance that their bid has been accepted. The Letter of Acceptance will constitute the formation of a Contract until the Contract agreement has been signed.

23. CONTRACT AGREEMENT

The Contractor shall execute a formal contract with RECPDCL within specified period from the date of issue of Letter of Acceptance on a non-judicial stamp paper of appropriate value (Rs. 100/-). The cost of non-judicial stamp paper shall be borne by the Contractor.

Contract documents for agreement shall be prepared after the acceptance of bid. Until the final contract documents are prepared and executed this bid document together with the annexed documents, modifications, deletions agreed upon by RECPDCL and bidders acceptance thereof shall constitute a binding contract between the successful Bidder and RECPDCL based on terms contained in the aforesaid documents and the finally submitted and accepted prices.

The Contract document shall consist of the following:

23.1 EOI Document

23.2 Original price Bidding Document along with its enclosures issued.

23.3 Amendment/Corrigendum to original Bidding Document issued, if any.

23.4 Letter of Acceptance.

23.45 Detailed letter of Award/Acceptance along with enclosures attached therewith.

24. SUB-CONTRACTING

Agencies to whom work is awarded are not allowed to Sub-contract the work to any other parties either in part or full without written consent of Engineer in charge and as per the terms specified in GCC.

25. Quantity Deviation:

(i) The Quantity deviations occurring in the contract after award of work shall be governed by following provisions.

"The quantities in respect of individual items of the Schedules of rates for a toilet block can vary to any extent on both positive & negative side, however the total deviation in the contract value shall be limited to (+) or (-) 30%. The contract rates shall remain FIRM for such Post award deviations".

Total no of toilet blocks included in a package can also vary at a later stage depending upon the requirements of RECPDCL and the list provided for no of toilet blocks is tentative only and in case additional toilet blocks are assigned to the successful bidder and contract value increase more than 30% than contractor shall provide additional rebate in lieu of increased scope of work and contract value.

ANNEXURE-I.

A. PACKAGES FOR CONSTRUCTION AGENCY				
S.NO OF PACKAGE	DISTRICT	NO OF TOILET BLOCKS	ESTIMATED COST(CRORE)	EMD
BIHAR				
1	PATNA	539	7.28	522800
2	GAYA	649	8.76	537600
U.P				
3	BALIA I	474	6.40	514000
4	BALIA II	535	7.22	522200
5	BALIA III	496	6.70	517000
6	BALIA IV	466	6.29	512900
MADHYA PRADESH				
7	DHAR	573	7.73	527300
8	RATLAM	344	4.64	500000
9	VIDHISA	384	5.18	501800
TELANGANA				
10	NALGONDA,	445	6.01	510100
11	RANGREDDY,KHAMAM	510	6.88	518800
	TOTAL	5415		

B. PACKAGES FOR NGOS				
U.P				
1	Jalaun	34	0.46	50000
PUNJAB				
2	GURDASPUR, PATHANKOT	121	1.63	250000
RAJASTHAN				
3	AJMER	154	2.08	250000
4	BHARATPUR,	127	1.71	250000
5	JODHPUR	39	0.53	100000
6	UDAIPUR I	106	1.43	250000
7	UDAIPUR II	114	1.54	250000
TELANGANA				
8	MEHBUB NAGAR, ADILABAD	102	1.38	250000
9	WARANGAL	106	1.43	250000
MADHYA PRADESH				
10	JHABUA-I	146	1.97	250000
11	JHABUA-II	143	1.93	250000
BIHAR				

12	NALANDA-I	131	1.77	250000
13	NALANDA-II	140	1.89	250000
14	NALANDA-III	129	1.74	250000
	Total	1592		

INSTRUCTION TO BIDDER

ANNEXURE-II

**TO ITB SUBJECT: CONSTRUCTION OF TOILETS IN SCHOOLS UNDER SWACHH VIDYALAYA ABHIYAN
BIDDING DOCUMENT NO. : RECPDCL/Tech/Swachh Vidyalaya Abhiyan/Financial Bid/1729**

COMPLIANCE TO BID REQUIREMENT

We hereby confirm that our Bid complies with the total requirements/ terms and conditions of the bidding document and subsequent addendum/corrigendum (if any) without any deviation/ exception/ comments/ assumptions.

We also confirm that we have quoted for all items of schedule of rates and prices have been filled without any condition and deviation.

STAMP AND SIGNATURE OF BIDDER: _____

NAME OF BIDDER: _____

NOTE: To be stamped and signed by the authorized signatory and submitted along with Price Bid.

ANNEXURE III

GENERAL CONDITIONS OF CONTRACT

INDEX

1. GENERAL
2. SUPPLY OF WATER & ELECTRICITY
3. WORKS CONTRACT
4. TAXES, DUTIES AND LEVIES
5. INCOME TAX & CORPORATE TAX
6. VAT ON WORKS CONTRACT / WORKS CONTRACT TAX
7. FIRM PRICE
8. MOBILISATION ADVANCE
9. STATUTORY APPROVALS
10. TESTS AND INSPECTION
11. INSPECTION OF SUPPLY ITEMS / MATERIALS
12. FINAL INSPECTION
13. CONSTRUCTION EQUIPMENT AND ORGANIZATION
14. MEASUREMENT OF WORKS
15. ROUNDING OFF
16. QUALITY ASSURANCE/ QUALITY CONTROL/ HEALTH SAFETY AND ENVIRONMENT (HSE) MANAGEMENT
17. FUEL REQUIREMENT OF WORKERS
18. PROTECTION OF EXISTING FACILITIES
19. COORDINATION WITH OTHER AGENCIES
20. ROYALTY
21. MAKE OF MATERIALS
22. RESPONSIBILITY OF CONTRACTOR
23. REGISTRATION OF THE CONTRACT WITH STATUTORY AUTHORITIES
24. ADDITIONAL WORKS/ EXTRA WORKS
25. PRICE VARIATION

26. SECURED ADVANCE
27. INSURANCE.
28. FREE ISSUE MATERIALS
29. LIGHTING ARRANGEMENT AT SITE
30. SITE CLEANING
31. FORCE MAJEURE
32. CLAIMS AND DISPUTE RESOLUTION
33. JURISDICTION
34. PRICE REDUCTION SCHEDULE
35. LIMITATION OF LIABILITY
36. INDEMNIFY
37. SUB CONTRACTING
38. CERTIFICATES AND PAYMENT

1.0 GENERAL

1.1 Wherever it is stated in this Bidding Document that a supply is to be made or a work is to be carried out, it shall be understood that the same shall be made/ carried out by the CONTRACTOR at his own cost, unless a different intention is specifically and expressly stated herein or otherwise explicit from the context. Contract Price shall be deemed to have included such cost.

1.2 The materials, design and workmanship shall satisfy the applicable relevant Indian Standards & technical specifications, the job specifications/standards contained herein and codes referred. Where the job specifications stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied. In the absence of any Standard/ Specifications/ Codes of practice for detailed specifications covering any part of the work covered in this bidding document, the instructions/ directions of RECPDCL will be binding upon the CONTRACTOR.

1.3 In case of an irreconcilable conflict between Indian or other applicable standards, Conditions of Contract, Specifications, Drawings or Schedule of Rates and any other portion of Bidding Document the following shall prevail to the extent of such irreconcilable conflict in order of precedence.

i) Detailed Letter of Acceptance/Award along with enclosures. ii) Letter of Acceptance. iii) Schedule of Rates as enclosures to Detailed Letter of Acceptance/Award. iv) Special Conditions of Contract v) General conditions of contract. vi) Job / Particular Specifications. vii) Scope of Work. viii) Drawings ix) Technical / Material Specifications. x) Indian Standards xi) Other applicable Standards

1.4 Where any portion of Conditions of Contract is repugnant or at variance with any provisions of Instructions to Bidder then in that case Instructions to Bidder shall be deemed to over-ride the provision(s) of Conditions of Contract, only to the extent that such repugnancies of variations in Instructions to Bidder are not possible of being reconciled with the provisions of Conditions of Contract.

1.5 It will be the Contractor's responsibility to bring to the notice of Engineer-in-Charge any irreconcilable conflict in the contract documents, before starting the work (s) or making the supply with reference, which the conflict exists.

1.6 In the absence of any Specifications covering any material, design of work (s) the same shall be performed / supplies / executed in accordance with Standard Engineering Practice as per the instructions / directions of the Engineer-in-Charge, which will be binding on the Contractor.

2.0 SUPPLY OF WATER & ELECTRICITY

Water & electricity shall not be provided by the Owner and have to be arranged by the contractor at his own cost.

3.0 WORKS CONTRACT

The entire work covered under this contract shall be treated as "Works Contract".

4.0 TAXES, DUTIES AND LEVIES

4.1 All taxes and duties including Service tax, Works Contract tax, Excise duty, VAT, Sales tax, Custom duty, Octroi, entry tax, Education-cess and other levies payable by the Contractor in respect to the Contract, or for any other cause, shall be included in the prices quoted as per Schedule of Rates.

4.2 However Bidders shall furnish the details of all tax/duties/levies considered inclusive in overall cost of package. Accordingly claim of any existing taxes/duties/levied shall be considered inclusive in the price quoted and no claim of such nature shall be entertained.

4.3 The award of the Contract shall be on 'Works Contract' basis. The Bidder shall be responsible for payment of any tax levied on the transfer of property and goods involved in the 'Works Contract' in accordance with the applicable Act or Notification(s) by the State or Central Government or other authorities and rules made thereunder including amendments, if any. The liability on account of such tax as per the rates of tax prevailing as on to the date of price bid opening shall be included in the bid price. In case of any variation in the rates of the tax after the date of price bid opening, the same shall be paid/reimbursed to/recovered from the successful Bidder subject to submission of documentary evidence and proof of having made the payment at

the revised rate and on certification by appropriate authority.

4.4 It shall be incumbent upon the successful Bidder to obtain a registration certificate as a dealer under the local Sales Tax Act, Central Sales Tax Act, Service Tax Law, Works Contract Cess Law, Building and Other Construction Workers' Welfare Cess Act, 1996 and other law(s) relating to levy of tax, duty, cess etc., and necessary evidence to this effect shall be furnished by the Successful Bidder to RECPDCL/ the Employer. The successful Bidder shall obtain necessary permits under the applicable law for the mining or quarrying of soil/earth, sand, stone/aggregates, metals minerals or minor minerals required for the Works as the case may be from the State/Central Government authorities and bear the fee or charges applicable, thereto.

4.5 The Bid Prices shall also be inclusive of Service Tax applicable on service such as Construction Service/Works Contract Services as per the rates prevailing as on date of bid opening. In case of any variation in the rate of Service Tax during the period of Contract, an equitable amount shall be payable to/ recovered from the successful Bidder to fully take into account any such change on production of satisfactory documentary evidence.

4.6 If a new tax, duty or levy is imposed under statute or law in India after the date of bid opening and the successful bidder becomes liable there under to pay and actually pays the said new tax, duty or levy for bonafide use on the Works contracted, the same shall be reimbursed to the Successful Bidder against documentary evidence of proof of payment.

4.7 The payment/reimbursement of statutory variation in the rates of tax and/or of new tax, duty or levy imposed under statute or law in India, would be restricted only for the direct transactions between the Employer and the successful bidder

4.8 The Bidder shall himself be informed of all the applicable laws, notifications, rules, circulars and other communications of the State or Central or other authorities with regard to levy of any tax, duty, cess, levy or fee such that his bid prices take into account all of them. It is for the Bidder to assess and ascertain the rate of above taxes & duties applicable on quoted items. It is clearly understood that Owner will not have any additional liability towards payment of above taxes & duties which are based on Bidder's wrong assessment / interpretation of applicability of said taxes & duties.

4.9C-FORM will not be issued by OWNER to the Contractor.

4.10 Owner shall make from Contractor's bills such tax deductions as are required as per rules and regulations in force from time to time.

5.0 INCOME TAX & CORPORATE TAX

5.1 Income Tax deductions shall be made from all payments made to the Contractor as per the rules and regulations in force in accordance with the Income Tax Act prevailing from time to time.

5.1.1 Corporate Tax Liability if any shall be to Contractor's account.

6.0 VAT ON WORKS CONTRACT / WORKS CONTRACT TAX

Contractor shall pay VAT/Sales tax on all the purchases made by him for fulfilling his obligations under this contract and this should be included in the price quoted by him. VAT on works Contract/ Works Contract Tax, as applicable, shall be deducted from the Contractor's bill as per the prevailing rate. Any variations to the same including statutory variations to the same shall be to Contractor's account.

7.0 FIRM PRICE

The contracted prices shall be firm and fixed except as per the provisions stated in the Bidding document till the completion of the works in all respects and no escalation in prices on any other account shall be admissible to the Contractor.

8.0 MOBILISATION ADVANCE

If requested by the Contractor, Interest bearing Mobilisation Advance up to a **maximum of 10%** (ten percent) **of the accepted estimated contract value** shall be paid to the contractor on acceptance of LOI subject to fulfilling the following conditions. The Bank guarantee towards security of "Mobilisation Advance" should be at least 110% of the advance.

8.1 Mobilisation advance shall be paid in two stages; the **first instalment of 50%** of the amount due on account of mobilization advance shall be paid **against submission of Bank Guarantee of 110% of the equivalent amount to cover the mobilization advance of first instalment.**

8.2 The **second installment** of the mobilisation advance i.e. **50%** of mobilization advance shall be released by the Engineer-in-charge only **after the mobilisation of contractor at site** along with the equipment, tools & tackles to take up construction activities to the entire satisfaction of the Engineer-in-charge and **against submission of separate Bank Guarantee of 110% of equivalent amount to cover the mobilization advance for second instalment.** The minimum mobilization that shall be completed to qualify for this instalment shall be jointly agreed upon before release of the first instalment of the advance.

8.3 Alternatively, the Contractor may submit a single Bank Guarantee equivalent to 11% of the accepted estimated contract value but the Mobilisation Advance shall be released in two instalments as mentioned above subject to fulfilling the conditions of mobilisation of manpower and equipment at site to the satisfaction of Engineer-in-Charge and decision of Engineer-in-Charge in this matter shall be final and binding on the Contractor. The Bank Guarantee for Mobilisation Advance shall be valid till such time the complete recovery of Mobilisation Advance is made.

8.4 The mobilization advance shall bear **simple interest @ SBI's PLR rate + 2 % per annum** and shall be calculated from the date of payment to the date of recovery, both days inclusive, on the outstanding amount of advance. Recovery of such amount shall be made by the deduction from the Contractor's bills on pro-rata basis to the gross value of the work billed in such a way that the entire advance is recovered by the time eighty percent of gross value of the contract is executed and paid, together with interest due on the entire outstanding amount up to the date of recovery of the instalment.

8.5 The mobilization advance paid to the contractor shall be used for execution of this contract only and the contractor shall be required to furnish details of expenditure incurred towards mobilization within two months of receipt of the mobilization advance, failing which Owner/ RECPDCL reserve the right to deduct/ encash the Bank Guarantee to the extent mobilization advance has not been utilized.

8.6 RECPDCL shall endeavor to release part or full, the Bank Guarantee against recovered portion of Mobilization Advance to the Contractor, within 30 days after recovery on request of Contractor.

9.0 STATUTORY APPROVALS

9.1 The approval from any authority required as per statutory rules and regulations of Central/State Government/Local Bodies shall be the contractor's responsibility unless otherwise specified in the bid document. The application on behalf of the Owner for submission to relevant authorities along with copies of required certificates complete in all respects shall be prepared and submitted by the Contractor well ahead of time so that the actual construction/ commissioning of the work is not delayed for want of the approval/inspection by concerned authorities.

9.2 The Contractor shall arrange the inspection of the works by the authorities and necessary co-ordination and liaison work in this respect shall be the responsibility of the contractor. However statutory fees paid, if any, for all inspections and approvals to such authorities shall be reimbursed at actual by the Owner to the contractor on production of documentary evidence.

9.3 Any change/ addition required to be made to meet the requirements of the statutory authorities shall be carried out by the contractor without additional cost to Owner. The inspection and acceptance of the work by statutory authorities shall however, not absolve the contractor from any of his responsibilities under this

contract.

10.0 TESTS AND INSPECTION

The Contractor shall carry out the various tests as enumerated in the bidding document and the technical documents that will be furnished to him during the performance of the work.

All the tests either on the field or at outside laboratories concerning the execution of the work and supply of materials by the Contractor shall be carried out by Contractor at his own cost.

The work is subject to inspection at all times by the Engineer-in-Charge. The contractor shall carry out all instructions given during inspection and shall ensure that the work is being carried out according to the technical specifications of this bid document, the technical documents and the relevant codes of practice will be furnished to him during the performance of the work.

Any work not conforming to execution drawings, specifications or codes shall be rejected forthwith and the Contractor shall carry out the rectifications at his own cost.

10.01 Inspection and acceptance of work shall not relieve the Contractor from any of his responsibilities under this Contract.

11.0 INSPECTION OF SUPPLY ITEMS / MATERIALS

11.1 All inspection and tests on bought out items/ materials shall be made as per the specifications forming part of this contract. Various stages of inspection and testing shall be identified after receipt of Quality Assurance Program from the Contractor/Manufacturer.

11.2 The Contractor/sub-contractor shall provide all instruments, tools, necessary testing and other inspection facilities to inspection engineer of Owner free of cost for carrying out inspection.

11.3 Where facilities for testing do not exist in the Contractor's/sub-contractor's laboratories, samples and test pieces shall be drawn by the Contractor/Sub-Contractor in presence of Inspection Engineer of Owner and duly sealed by the later and sent for testing in Government approved Test House or any other testing laboratories approved by the Inspection Engineer at the Contractor's cost.

12.0 FINAL INSPECTION

After completion of all tests as per specification the whole work will be subject to a final inspection to ensure that job has been completed as per requirement. If any defects noticed in the work attributable to Contractor, the Contractor at his own cost shall attend these, as and when the owner brings them to his notice. The Owner shall have the right to have these defects rectified at the risk and cost of the contractor if he fails to attend to these defects immediately

13.0 CONSTRUCTION EQUIPMENT AND ORGANIZATION

13.1 CONSTRUCTION EQUIPMENT

13.1.1 The Contractor shall without prejudice to his overall responsibility to execute and complete the work as per specifications and time schedule, progressively deploy **construction equipments and tools & tackles** and augment the same as decided by the Engineer-in-Charge depending on the exigencies of the work so as to complete all works within the contracted time schedule and without any additional cost to Owner. No construction equipment shall be supplied by the Owner.

13.2 SITE ORGANISATION

13.2.1 Contractor shall deploy **supervisory personnel** and augment the same as decided by the Engineer-in-Charge depending upon the site requirement & the exigencies of work so as to complete all works within the

contracted time schedule and without any additional cost to OWNER. Contractor shall furnish the details of all the engineering and supervisory staff deployed for implementation of works.

14.0 PROCEDURE FOR MEASUREMENT

14.0 PROCEDURE FOR MEASUREMENT & BILLING OF WORK IN PROGRESS

14.1 Measurements

All measurements shall be in metric system. All the works in progress will be jointly measured by the authorized agent progressively. Such measurements will be got recorded in the measurement book or in the manner as decided by the Engineer-in-Charge by the Engineer-in-Charge or his authorized representative and signed in token of acceptance by the Contractor or his authorized representative.

For the purpose of taking joint measurement the Contractor's representative shall be bound to be present whenever required by the Engineer-in-Charge. If he is absent for any reason whatsoever the measurements will be taken by the Engineer-in-Charge or his representative and this will be deemed to be correct and binding on the Contractor.

Works that are likely to be covered up by subsequent operations should be got measured before such covering up, failing which such covered works may be liable for not being measured.

Payment will be made on the basis of joint measurements taken by Contractor and certified by Engineer-in-Charge or his representative.

Wherever work is executed based on instructions of Engineer-in-Charge or details are not adequate in the drawings, Contractor shall take physical measurements in the presence of Engineer-in-Charge.

Wherever the unit of items has been indicated as lump sum, the payment shall be made on lump sum basis after completion of work or the mode specified by Engineer in charge and mode of measurement shall not be applicable for such items.

14.2 BILLING & TERMS OF PAYMENT

14.2.1 Payments shall be as per the payment schedule specified in SCC.

14.2.2 Payments shall be made after necessary deductions on account of income tax, mobilisation advance and other deductions as per the provisions of the Contract and as required under the law.

14.2.3 Further break-up of the payment terms or other terms of payment, if any, may be decided by the Engineer-in-Charge during execution of the work.

14.2.4 The Contractor shall submit the R.A. Bill(s) in approved proforma to the Engineer-in-charge of the work giving abstract and detailed measurement for the various items executed during the billing period (monthly or fortnightly as decided by the Engineer-in-Charge).

14.2.5 After completion of all work Contractor shall submit the final bill complete in all respect with no claim and no dues by Contractor, no objection certificate from labour officer and other completion documents. No further claims shall be made by the Contractor after submission of the final bill.

14.3 Dispute in Mode of Measurement

In case of any dispute as to the mode of measurement not covered by the contract to be adopted for any item or work, mode of measurement as per Indian Standard Specification shall be followed.

14.4 LUMP-SUMS IN TENDER

For the item in tender where it include lumpsum in respect of parts of work, the Contractor shall be entitled to payment in respect of the items at the same rates as are payable under this contract for such items, or if the part of the work in question is not in the opinion of the Engineer-in-Charge capable of measurement or determination, the Engineer-in-Charge may at his discretion, pay the lumpsum amount entered in the tender of a percentage thereof and the certificate in writing of the Engineer-in-Charge shall be final to any sum or

sums payable to him under the provisions of this clause.

14.5 PAYMENTS OF RUNNING ACCOUNT TO BE REGARDED AS ADVANCES

All running account payments shall be regarded as payment by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-executed or be considered as in admission of the due performance of the contract, of any part thereof in this respect, or of the accruing of any claim by the Contractor, nor shall it conclude, determine or affect in any way the powers of the Owner under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or affect the contract. The Final bill shall be submitted by the contractor within one month of the date fixed for completion of the work. Otherwise, the Engineer-in-Charge's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

14.6 NOTICE OF CLAIMS FOR ADDITIONAL PAYMENT

14.6.1 Should the Contractor consider that he is entitled to any extra payment or compensation in respect of the works over and above the amounts due in terms of the Contract or should the contractor dispute the validity of any deductions made or threatened by the Owner from any Running Account Bills or any payments due to him in terms of the Contract, the Contractor shall forthwith give notice in writing of his claim in this behalf to the Engineer-in-Charge and the Site Engineer within 10 (Ten) days from the date of the issue of orders or instructions related to works for which the Contractor claim such additional payment or compensation or on the happening of other event upon which the Contractor bases such claim and such notice shall give full particulars of the nature of such claim, grounds on which it is based, and the amount claimed. The Contractor shall not be entitled to raise any claim nor shall the Owner anyway be liable in respect of any claim by the Contractor unless notice of such claim shall have been given by the Contractor to the Engineer-in-Charge and the Site Engineer in the manner and within the time aforesaid and the Contractor shall be deemed to have waived any or all claims and all his rights in respect of any claim nor notified to the Engineer-in-Charge and the Site Engineer in writing in the manner and within the time aforesaid.

14.6.2 The Engineer-in-Charge and/or the Site Engineer shall be under no obligation to reply to any notice of claim given or claim made by the Contractor within the provisions aforesaid or otherwise or to otherwise reject the same and no commission or failure on the part of the Engineer-in-Charge/Site Engineer to reject any claim made or notified by the Contractor or delay in dealing therewith shall be deemed to be an admission by the Owner of the validity of such claim or waiver by the Owner of any of its rights in respect thereof with the intent that all such claims otherwise valid within the provisions of Clause 14.6.1 read with Clause 14.6.3 and 14.6.4 shall be dealt with/considered by the Owner at the time of submission of the Final Bill.

14.6.3 Any or all claims of the Contractor notified in accordance with the provision of Clause 14.6.1 hereof shall remain at the time of preparation of Final Bill by the Contractor shall be separately included in the Final Bill prepared by the Contractor in the form of a Statement of Claims attached thereto giving particulars of the Contractor in the claim, grounds on which it is based and the amount claimed and shall be supported by a copy (ies) of the notice(s) sent in respect thereof by the Engineer-in-Charge and Site Engineer under Clause 14.6.1 hereof. In so far as such claim shall in any manner particular be at variance with the claim notified by the Contractor within the provision of Clause 14.6.1 hereof, it shall be deemed to be a claim different from the notified claim with consequence in respect thereof indicated in Clause 14.6.1 thereof and with consequences in respect of the notified claim as indicated in Clause 14.6.4 hereof.

14.6.4 Any and all notified claims not specifically reflected and included in the Final Bill in accordance with the provisions of Clause 14.6.3 hereof shall be deemed to have been waived by the Contractor and the Owner

shall have no liability in respect thereof and the Contractor shall not be entitled to raise or include in the Final Bill any claim(s) other than a notified claim conforming in all respects in accordance with the provisions of Clause 14.6.3 hereof.

14.6.5 No claim(s) shall on any account be made by the Contractor after the Final Bill with the intent the Final Bill prepared by the Contractor shall reflect any and all claims whatsoever of the Contractor against the Owner arising out of or in connection with the Contract or work performed by the Contractor there under or relation thereto and the Contractor shall notwithstanding any enabling provision in any law or contract and notwithstanding any claim in quantum meruit that the Contractor could have in respect thereof be deemed to have waived any and all such claims not included In the Final Bill and to have absolved and discharged the Owner from and against the same, even if in not including the same as a foresaid, the Contractor shall have acted under a mistake of law or fact.

14.6.6 Notwithstanding the existence of any claim by the Contractor in terms hereof of otherwise the Contractor shall continue and be bound to continue and perform the works to completion in all respects according to the Contract unless the Contract or works be priority determined by the Owner in terms hereof and shall remain liable and bound in all respects under the contract

14.6.7 The payment of any sum on account to the Contractor during the performance of any work or item of work in respect of which a claim has been notified by the Contractor in terms of Clause 5.5.1 hereof or the making or negotiation of any interim arrangements in respect of the performance of such work or item or work by the Owner shall not be deemed to be an acceptance of the related claim by the Owner, or any part or portion thereof with the intent that any such payment shall constitute merely a facility or assistance to the Contractor and not an obligation upon the Owner.

14.7 PAYMENT OF CONTRACTOR'S BILL

No payment shall be made for works estimated to cost less than Rs.25000/- till after the whole of the work shall have been completed and a certificate of completion given. In case of works estimated to cost more than Rs. 25000/- the Contractor on submitting the bill will be entitled to receive payment after necessary deduction towards security deposit and other applicable statutory deductions and passed by the Engineer-in-Charge, whose certificate of such approval and passing of the sum so payable shall be final and binding to the Contractor. This payment will be made after making necessary deductions as stipulated elsewhere in the contract document for materials, security deposit etc.

Payment due to the Contractor shall be made by the Owner by Crossed Account Payee' cheque or e-transfer through RTGS/NEFT. In no case will Owner be responsible if the cheque is mislaid or misappropriated by unauthorized persons. All payments shall be made in Indian currency.

14.8 RECEIPTS FOR PAYMENT

Receipts for payment made on account of work when executed by a firm must be signed by a person holding due power of attorney in this respect on behalf of the Contractor except when the Contractor is described in his tender as a limited company in which case the receipts must be signed in the name of the company by one of its Principal officers or by some other persons having authority to give effectual receipt for the company.

14.9 UNCONDITIONAL NO CLAIM CERTIFICATE

Unconditional no claim certificate shall be furnished by the CONTRACTOR along with final bill with the intent the final bill prepared by the CONTRACTOR shall reflect any and all claims whatsoever of the CONTRACTOR against the OWNER arising out of or in contract or work performed by the CONTRACTOR.

15.0 ROUNDING OFF

All payments to and recoveries from the bill of CONTRACTOR shall be rounded off to the nearest Rupee.

Wherever the amount to be paid/ recovered consists of a fraction of a Rupee (Paise), the amount shall be rounded off to the next higher rupee if the fraction consists of 50 (fifty) paise or more and if the fraction of a Rupee is less than 50 (fifty) paise, the same shall be ignored.

16.0 QUALITY ASSURANCE/ QUALITY CONTROL/ HEALTH SAFETY AND ENVIRONMENT (HSE) MANAGEMENT

In addition to the provisions of relevant clause of Conditions of Contract (CC) and associated provisions thereof, The CONTRACTOR, during entire duration of the Contract, shall adhere to QAQC and HSE requirement as per the instructions of Engineer-in-charge and shall maintain the required document in this regard.

SAFETY REGULATIONS

16.1 In respect of all labour, directly or indirectly employed in the work for the performance of Contractor's part of this agreement, the Contractor shall at his own expense arrange for all the safety provisions as per safety codes of CPWD, Indian Standards Institution, the Electricity Act, the Mines Act and such other Acts as applicable.

16.2 The Contractor shall observe and abide by all fire and safety regulations of Owner, Before starting construction work Contractor shall consult safety engineer of Owner and Engineer-in-Charge and must make good to the satisfaction of the Engineer-in-Charge any loss or damage due to fire to any portion of the work done or to be done under this agreement or to any of the existing property of Owner.

The Contractor undertake to ensure due and complete compliance with all Laws, regulations, rules etc. whether of the Central Government or the State Government or of any other competent authority applicable to the workmen employed or whose services are otherwise availed of by the Contractor whether in connection with the construction work at the site or otherwise, The Owner shall have the right to inspect the records maintained by the Contractor concerning such workmen from time to time and the Contractor shall whenever required by the Owner produce such records as the Owner may call upon the Contractor to produce for the Owner inspection in order to ascertain whether or not the requirements or all such laws, regulations, rules etc. have been complied with by the Contractor, In the event of any contravention of such laws, regulations, rules etc. coming to light whether as a result of such inspection or to otherwise the Owner shall have the right to require the Contractor to effect such compliance within such time as the Owner prescribe in that behalf and in the event of the Contractor failing to effect such compliance within the time prescribed by the Owner then the Owner shall without prejudice to his other rights be entitled to withhold from the amount payable to the Contractor any amount payable to the workmen under any such laws, regulations or rules and to make payment thereof to the workmen, The Owner shall also have in that event the right to terminate the contract with immediate effect and to exercise powers reserved to the Owner under the contract as a result of termination.

17.0 FUEL REQUIREMENT OF WORKERS

The CONTRACTOR shall be responsible to arrange for the fuel requirement of his workers and staff without resorting to cutting of trees and shrubs. Cutting of trees and shrubs is strictly prohibited for this purpose.

18.0 PROTECTION OF EXISTING FACILITIES

18.1 CONTRACTOR shall obtain full details of all existing and planned underground services from RECPDCL and shall follow these closely at all times during the performance of work. CONTRACTOR shall be responsible for location and protection of all underground lines, structures, power cables, etc. at his own cost.

18.2 Despite all precautions, should any damage to any structure / utility etc. occur, the CONTRACTOR shall contact RECPDCL and CONTRACTOR shall forthwith carry out repair at his expenses under the direction and to the satisfaction of Engineer-in-Charge. If the same is not attended by the contractor within the said time period, will be get done at panel rates through other agency at Contractor's risk and cost.

18.3 CONTRACTOR shall take all precautions to ensure that no damage is caused to the existing pipelines,

cables etc. during construction.

19.0 COORDINATION WITH OTHER AGENCIES

Work shall be carried out in such a manner that the work of other agencies operating at the site is not hampered due to any action of the Contractor. Proper coordination with other agencies will be Contractor's responsibility. In case of any dispute, the decision of Engineer-in-Charge shall be final and binding on the Contractor.

20.0 ROYALTY

Contractor's quoted rate should include the royalty on different applicable items as per the prevailing Government rates. In case, owner is able to obtain the exemption of Royalty from the State Government, the Contractor shall pass on the same to owner for all the items involving Royalty. Any increase in prevailing rate of Royalty shall be borne by the Contractor at no extra cost to the owner.

21.0 MAKE OF MATERIALS

The materials required to be supplied by the Contractor under this contract shall be procured only from RECPDCL approved vendors. Where the makes of materials are not indicated in the Bidding document Contractor shall furnish the details of makes and shall obtain prior approval of Engineer-in-Charge of vendors / sub-vendors before placing order.

22.0 RESPONSIBILITY OF CONTRACTOR

22.1 The entire work as per scope of work covered under this contract shall be awarded on single point responsibility basis.

22.2 All expenses towards mobilisation at site and demobilisation including bringing in equipment, clearing the site etc. shall be deemed to be included in the prices quoted and no separate payments on account of such expenses shall be entertained.

22.3 It shall be entirely the Contractor's responsibility to provide, operate and maintain all necessary construction equipments, scaffoldings and safety gadgets, cranes and other lifting tackles, tools and appliances to perform the work in a workman like and efficient manner and complete all the jobs as per time schedules.

22.4 The procurement and supply in sequence and at the appropriate time of all materials and consumables shall be entirely the Contractor's responsibility and his rates for execution of work will be inclusive of supply of all these items.

23.0 REGISTRATION OF THE CONTRACT WITH STATUTORY AUTHORITIES

Before submission their first invoice for Running payment, the Contractor shall register themselves and the contract at their own cost with Income Tax, Sales Tax and such other statutory authorities, as may be required under the rules and regulations governing in India. The Contract Price shall be deemed to include all costs towards the same. A copy of all documents related to all such registration shall be submitted to Owner for record.

24.0 ADDITIONAL WORKS/ EXTRA WORKS

24.1 The quantities indicated in the SOR are estimated quantities only and can vary during execution of the work. The unit rates under this contract shall remain valid for any such variation.

24.2 Owner reserves their right to execute any additional works/ extra works, during the execution of work, either by themselves or by appointing any other agency, even though such works are incidental to and necessary for the completion of works awarded to the Contractor. In the event of such decisions taken by Owner, Contractor is required to extend necessary cooperation, and act as per the instructions of Engineer-in-Charge. No extra time/cost compensation will be made by Owner. The extra item rate for the work shall be

derived on the basis of cost of labour (as per applicable minimum wages), material, transportation etc plus 15% charges towards contractor's profits and overheads. Decision of Engineer-in-Charge shall be final and binding in this regard.

25.0 PRICE VARIATION No price variation on any account shall be applicable.

26.0 SECURED ADVANCE No secured advance shall be paid by owner.

27.0 INSURANCE The Contractor shall obtain necessary insurance coverage/policy for the total contract value at his own cost & expense in the joint names of Owner & Contractor (Owner shall be the first beneficiary). The Contractor shall keep the Insurance Policy as mentioned above valid till the completion of work.

28.0 FREE ISSUE MATERIALS No free issue material will be supplied by Owner.

29.0 LIGHTING ARRANGEMENT AT SITE The contractor shall provide uninterrupted lighting of the work place and surrounding areas during the night hours as required. No additional payment shall be made on this account and the cost in this regard is deemed to be included in the quoted rates.

30.0 SITE CLEANING The Contractor shall clean and keep clean the work site from time to time to the satisfaction of the Engineer-in-Charge for easy access to work site and to ensure safe passage, movement and working.

31.0 FORCE MAJEURE

31.1 In the event of either party being rendered unable by Force Majeure to perform any obligations required to be performed by then under the CONTRACT, the relative obligation of the party affected by such Force Majeure shall upon notification to the other party be suspended for the period during which Force Majeure event lasts. The cost and loss sustained by the either party shall be borne by respective parties.

31.2 The term „Force Majeure“ as employed herein shall mean acts of God, earthquake, war (declared or undeclared), revolts, riots, fires, floods, rebellions, explosions, hurricane, sabotage, civil commotions and acts and regulations of respective Government of the two parties, namely the OWNER/RECPDCL and the CONTRACTOR.

31.3 Upon the occurrence of such cause(s) and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing immediately but not later than 72 (Seventy two) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claims.

31.4 Time for performance of the relative obligation suspended by the Force Majeure shall then stand extended by the period for which cause lasts.

31.5 If deliveries of bought out items and/ or works to be executed by the CONTRACTOR are suspended by Force Majeure conditions lasting for more than 1 (one) month, the OWNER/RECPDCL shall have the option to terminate the CONTRACT.

32.0 CLAIMS AND DISPUTE RESOLUTION

32.1 Claims

32.1.1 If the Contractor intends to claim any additional payment on the occurrence of any event which entitles the Contractor to claim such additional payment, the Contractor shall give notice to the Engineer-in-Charge as soon as possible and in any event within 10 (ten) days of the Contractor becoming aware of such event.

32.1.2 The Contractor shall keep such contemporary records as may be necessary to substantiate any claim. Without admitting RECPDCL's liability, the Engineer-in-Charge may on receipt of a notice inspect such records and may instruct the Contractor to produce and maintain further records. The Contractor shall permit the Engineer-in-Charge to inspect all such records and shall (if instructed) submit copies to the Engineer-in-Charge.

32.1.3 Within 30 (thirty) days of issuing a notice, the Contractor shall send to the Engineer-in-Charge an account, giving detailed particulars of the amount and basis of the claim.

32.1.4 Notwithstanding anything to the contrary in this Contract, RECPDCL shall not be liable for any claim

arising out of or in connection with the Contract or the execution of the Works, unless the Contractor shall have given notice of such claim within 60 (sixty) days from the date of issuance of the Completion Certificate.

32.1.5 The Contractor shall be entitled to additional costs as the Engineer-in-Charge considers due, after taking Approval from RECPDCL. If the particulars supplied are insufficient to substantiate the whole of the claim, the Contractor shall be entitled to payment for such part of the claim as has been substantiated by the Engineer-in-Charge and agreed to by RECPDCL.

32.2 Dispute Resolution

32.2.1 If any disagreement arises out of or in connection with the validity, application or interpretation of the Contract (the “Dispute”), the Parties shall endeavor in good faith to resolve the Dispute through negotiation within 7 (seven) days of a written notice setting out the nature of such Dispute.

32.2.2 In the event that any Dispute is unable to be resolved between the Parties within 21 (twenty-one) days of receipt of the notice, then such Dispute shall be referred to arbitration.

32.2.3 The arbitration will be conducted as per the Arbitration Act. The arbitral tribunal shall comprise of a sole arbitrator whom shall be appointed by RECPDCL. The place of arbitration for any Disputes and Related Disputes shall be Delhi (save and except where otherwise specified under the Main Contract for the Related Dispute, in which event the place of arbitration shall be the place of arbitration for such Related Dispute). The language to be used in the arbitral proceedings shall be English. The arbitral award shall be final and binding upon both the Parties.

32.2.4 Responsibility of payment for all costs of arbitration, excepting counsel fees, shall be as per the arbitration award.

32.2.5 While any Dispute under this Contract is pending; and except where this Contract has been terminated in accordance with the terms of this Contract, the Parties shall continue to perform all of their respective obligations under this Contract without prejudice to the final determination.

32.2.6 Where, in RECPDCL's absolute discretion, it is beneficial for the completion of the Facility for any Dispute between RECPDCL and the Contractor, in respect of which an arbitration notice has been given, to be resolved in the same arbitration proceedings as a dispute between RECPDCL and any other party or parties engaged in relation to the completion of the Facility (the “Related Dispute”) then:

(a) If a notice to concur in the appointment of an arbitrator has been served in the Related Dispute, the Contractor hereby agrees that, at RECPDCL's sole option, the Dispute between RECPDCL and the Contractor shall be referred to the arbitrator appointed or to be appointed in respect of the Related Dispute and be determined at the same time as such Related Dispute.

(b) Where an arbitrator has already been appointed in connection with the Related Dispute, the Contractor hereby agrees that, at RECPDCL's sole option, the Dispute between RECPDCL and the Contractor shall be referred to and be determined by the arbitrator so appointed contemporaneously with the Related Dispute.

33.0 JURISDICTION

The CONTRACT shall be governed by and construed according to the laws in force in India. The CONTRACTOR hereby submits to the jurisdiction of the Courts situated at New Delhi for the purpose of actions and proceedings arising out of the CONTRACT, the Courts at New Delhi only will have the jurisdiction to hear and decide such disputes, actions and proceedings.

34.0 PRICE REDUCTION SCHEDULE (LD)

34.1 Time is the essence of the Contract. In case the CONTRACTOR fails to complete the work within the stipulated period, then, unless such failure is due to Force Majeure or due to Owner's defaults, the total contract price shall be reduced by 0.5 % of the total contract price per complete week of delay or part thereof

subject to a maximum at 10% of the total contract price by way of reduction in price. The said amount will be recovered from amount due to CONTRACTOR contract performance security payable on demand.

34.2 The decision of the Engineer-in-Charge in regard to applicability of price reduction for delay shall be final and binding on the CONTRACTOR. However price reduction shall be applicable on overall Time Schedule.

34.3 All sums payable under this clause is the reduction in price due to delay in completion period at the above-agreed rates.

35.0 LIMITATION OF LIABILITY

The aggregate total liability of the Contractor to RECPDCL under the Contract shall not exceed the total Contract Price, except that this Clause shall not limit the liability of the Contractor for following:

36.1 In the event of breach of any Applicable Law;

35.2 In the event of fraud, willful misconduct or illegal or unlawful acts, or gross negligence of the Contractor or any person acting on behalf of the Contractor; or

35.3 In the event of acts or omissions of the Contractor which are contrary to the most elementary rules of diligence which a conscientious Contractor would have followed in similar circumstances; or

35.4 In the event of any claim or loss or damage arising out of infringement of Intellectual Property; or

35.5 For any damage to any third party, including death or injury of any third party caused by the Contractor or any person or firm acting on behalf of the Contractor in executing the Works.

Neither Party shall be liable to the other Party for any kind of indirect or consequential loss or damage including, loss of use, loss of profit, loss of production or business interruption which is connected with any claim arising under the Contract.

36.0 INDEMNIFY

The contractor hereby undertakes to indemnify RECPDCL against all actions, suits, proceedings, claims, losses, damages etc. Which may arise under Minimum Wages Act, Fatal Accident Act, Workmen Compensation Act, Shops & Establishment Act, Family pension & Deposit Linked Insurance scheme or any other Act or statutes not herein specifically mentioned but having any direct or indirect application for the person(s) engaged under this contract by him.

37. SUB CONTRACTING

SUBLETTING OF WORK

37.1 No part of the contract nor any share of interest therein shall in any manner or degree be transferred, assigned or sublet by the Contractor directly or indirectly to any person, firm or corporation whatsoever except as provided for in the succeeding sub-clause, without the consent in writing of the Engineer-in-Charge.

37.2 The Engineer-in-Charge may give written consent to sub-contract for the execution of any part of the works at the site, being entered into by the contract or provided each individual sub contract is submitted to the Engineer-in-Charge before being entered into and is approved by him.

37.3 List of Sub-Contractors to be supplied: At the commencement of every month the Contractor shall supply to the Engineer-in-Charge list of all Sub-Contractors or other persons or firms engaged by the Contractor and working at the site during the previous month with particulars of the general nature of the sub-Contractors or works.

37.4 Contractor's Liability not limited by Sub-Contractors:

Notwithstanding any sub-letting with such approval aforesaid and notwithstanding that the Engineer-in-Charge shall have received copies of any subcontract, the Contractor shall be and shall remain solely responsible for the quality and proper and expeditious execution of the contract in all respects as if subletting

or subcontracting had not taken place and as if such work had been done directly by the Contractor.

37.5 Owner may Terminate Sub-Contractors:

If any Sub-Contractor engaged upon the works at the site executes any work which in the opinion of the Engineer-in-Charge is not accordance with the contract documents the Engineer-in-Charge may give written notice to the Contractor requiring him to terminate such subcontract and the Contractor upon the receipt of such notice shall terminate such subcontract and dismiss the Sub-Contractors and the latter shall forthwith leave the works, failing which the Engineer-in-charge shall have the right to remove such Sub-Contractors from the site.

37.6 No remedy for action taken under this clause:

No action taken by the Engineer-in-Charge under the clause shall relieve the contractor of any of his liabilities under the contract or give rise to any rights to compensation extension of time or otherwise failing which the Engineer-in-Charge shall have the rights to remove such sub-Contractors from the site.

38.0 CERTIFICATES AND PAYMENTS

38.1.0 CONTRACTORS REMUNERATION

38.1.1 The price to be paid by Owner to Contractor for the whole of the work to be done and for the performance of all the obligations undertaken by the Contractor under the contract documents, shall be ascertained by the application of the respective schedule of rates (the inclusive nature of which is more particularly defined by way of amplification but not of limitation, with the succeeding sub-clause of this clause) and payment to be made according to **the work actually executed** and approved by the Engineer-in-Charge. The extent expressly provided herein constitutes the sole and inclusive remuneration of the Contractor under the contract and no further or other payment whatsoever shall be or become due or payable to the Contractor under the contract.

38.1.2 SCHEDULE OF RATES TO BE INCLUSIVE

Schedule of Rates shall be deemed to include and cover all cost, expenses and liabilities of every description and all risks of every kind to be taken in executing, completing and handing over the work to Owner by the Contractor. The Contractor shall be deemed to have known the nature, scope, magnitude and the extent of the works and materials required, though the contract documents may not fully and precisely furnish them. He shall make such provision in the Schedule of Rates, as he may consider necessary to cover the cost of such item of work which as may be reasonable and necessary to complete the works. The opinion of the Engineer-in-charge as to the items of work which are necessary and reasonable for completion of work shall be final and binding on the contractor, although the same may not be shown on or described specifically in contract documents.

38.1.3 Generality of this present provision shall not be deemed to cut down or limit in any way because in certain cases it may and in other cases it may not be expressly stated that the contractor shall do or perform a work or supply articles or perform services at his Own cost or without additional payment or without extra charges or words to the same effect or that it may be stated or not stated that the same are included in and covered by the Schedule of Rates.

38.1.4 Schedule of rate to cover cost of all materials, labour, Equipment etc.

Without in any way limiting the provisions of the preceding sub-clause the Schedule of Rates shall be deemed to include and cover the cost of all equipment, materials, labour, insurance, fuel, and appliances to be supplied by the Contractor and all other matters in connection with each item in every respect maintained and as shown or described in the contract documents or as maybe ordered in writing during the continuance or the contract.

38.1.5 Schedule of rates to cover royalties, rents and claims

The Schedule of Rates shall be deemed to include and cover the cost of all royalties and fees for all articles, processes, protected by letter, patent or otherwise incorporated in or used in connection with the works, also all royalties, rents and other payments in connection with obtaining materials of whatsoever kind for the works and shall include an indemnity to Owner which the Contractor hereby give against all actions, proceedings, claims, damages, costs and expenses arising from the incorporation or the use on the works of any such articles, processes or materials. Octroi or other municipal or local Board charge, if levied on materials, equipment or machinery to be brought to site and removed from site for use on work or after completion of the work, shall be borne by the Contractor.

38.1.6 Schedule of rates to cover taxes and dues

No exemption or reduction of customs duties, excise duties, VAT or any other duties, transport carriages, stamp duties of Central or State Government or other body including one company or dues, taxes or charges (from or of any other body including the company), whatsoever will be granted or obtained all of which expenses shall be deemed to be included in and cover by the Schedule of Rates. The Contractor shall also obtain and pay for all permits, or other privileges necessary to complete work.

38.1.7 Schedule of rates to cover risks of delay

The Schedule of Rates shall be deemed to include and cover the risk of all possibilities of delay and interference with the Contractor's conduct of the works which occur from any cause including orders of Owner in the exercise of his powers and on account of extension of time granted due to various reasons and for all other possible causes of delay.

38.1.8 Schedule of rates cannot be altered

For work under unit rate basis, no alteration will be allowed in the schedule of rates by reason or works or any part of them being modified, altered, extended, diminished or omitted. The schedule of rates are fully inclusive rates which have been fixed by the Contractor and agreed to by owner and cannot be altered.

For lumpsum items the payment will be made according to the work actually carried out, for which purpose an item-wise or work-wise schedule of rates shall be furnished suitably evaluating the value of work done and preparing running account bills.

38.2.0 COMPLETION CERTIFICATE

38.2.1 Application for Completion Certificate

When the Contractor fulfills all his obligations as per contract he shall be eligible to apply for completion certificate, The Contractor may apply for separate completion certificate in respect of each such portion of the work by submitting the completion documents alongwith such application for completion certificate.

The Engineer-in-charge shall normally issue to the Contractor completion certificate within one month after receiving an application therefore from the contractor after inspection and verification from the completion documents satisfying himself that the work has been completed in accordance with and as set out in the construction and erection drawings, and the contract documents.

The Contractor after obtaining the completion certificate is eligible to present the final bill for the work executed by him under the terms of contract.

38.2.2 Completion Certificate

Within one month of the completion of the work in all respects the Contractor shall be furnished a certificate by the Engineer-in-Charge for such completion but no certificate shall be given nor shall the work be deemed to have been executed until all scaffolding, surplus materials and rubbish is cleaned off the site completely nor until the work shall have been measured by the Engineer-in Charge whose measurement shall be binding and conclusive. If the Contractor shall fail to comply with the requirements of this clause on or before the date fixed for the completion of the work, the Engineer-in-Charge may at the expenses of the Contractor, remove such scaffolding, surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt

as aforesaid, and the Contractor shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum remaining after deducting from the amount actually realized by the sale thereof the full expenses incurred by Owner in removal and disposal of such scaffolding, surplus materials, debris, etc.

38.2.3 Completion Certificate Documents

For the purpose of clause 38.2.2 the following documents will be deemed to form the completion documents:

- i) The Technical Documents according to which the work was carried out.
- ii) Three sets of Construction Drawings showing therein the modification and corrections made during the course of execution signed by the Engineer-in-Charge.
- iii) Completion Certificate for embedded' and 'covered' up works.
- iv) Inspection by Engineer in charge or his representatives for assessment of completion of works.

38.2.4 Final decision and final certificate

Upon the expiration of the liability and subject to the Engineer-in-Charge being satisfied that the works have been duly maintained by the Contractor during monsoon or such period and as per the maintenance activities as mentioned in scope of work and SCC and that the Contractor has in all respect made up an subsidence and performed all his obligations under the contract, the Engineer-in-Charge shall (without prejudice to the rights of Owner to retain the provisions of relevant clause here or otherwise) give a certificate (herein referred to as the final certificate) to that effect and the Contractor shall not be considered to have fulfilled the whole or his obligations under the contract until Final Certificate shall have been given by the Engineer-in-charge notwithstanding any previous entry upon the works and taking possession, working or using of the same or any part thereof by owner.

38.2.5 Certificates and payments no evidence of completion

a) No certificate other than the final certificate or payments against a certificate or on general account shall be taken to be an admission by Owner of the due performance of the contract any part thereof or of occupancy of validity of any claim by the Contractor.

b) Owner shall have a lien on and over all or any moneys that may become due and payable to the Contractor under these presents and/or also on and over the deposit or security amount or amounts made under the contract and which may become repayable to the Contractor under the conditions for, or in respect of any debt or sum that may become due and payable to Owner by the Contractor either alone or jointly with another or others and either under this or under any other contract or transactions of any nature whatever between Owner and the Contractor.

c) Owner reserve the right to carry out a post payment audit and/or technical examination of the works and the final bills including all supporting vouchers, abstracts etc. and to enforce recovery if as a result of such examination any over-payment is discovered in respect of any work done by the Contractor or alleged to have been done by him under the contract and such recovery will be made by Owner from the Contractor by any or all of the methods presented above. Such audit and/or technical examination may be conducted by the Chief Technical Examiner of the Central Vigilance Commission or any other Authority as appointed by the owner. If on the other hand any under payment is discovered the amount shall be duly paid to the Contractor by Owner. Further, Owner reserves the right to make such recovery and adjustment notwithstanding the fact that the amount of the final bill may be included by one of the parties as an item of dispute before any Arbitrator appointed under the Arbitration clause of the contract and notwithstanding the fact that the amount of the final bill figures in the Arbitration award. And further, unless the Contractor pays and clears the claims of Owner immediately on demand, Owner shall, at all times be entitled to deduct the said debt or sum from the sums due to the Contractor or becoming payable to the Contractor under these presents or under any other contract or transaction whatsoever between the Contractor and the Company.

ANNEXURE IV

SPECIAL CONDITIONS OF CONTRACT

1. The Contractor shall be responsible for routine cleaning and upkeep & maintenance of toilets during the defect liability period (i.e. One Year from the Handing over of the Toilets) and upkeep for additional one year after the defect liability period.
2. Contractor shall submit the complete program of construction & completion of work in the form of CPM/PERT/BAR Chart proposed to be followed within 10 days after award of work. The construction program should include and indicate specifically the time period in nos. of days for each of the following activities from the date of award of work:-
 - 2.1 (a) To contact concerned Scheme Principal / Head Master & Local Administration and taking over of clear / hindrance free site for execution of work.
 - (b) All civil works upto plinth level.
 - (c) All super structure work complete.
 - (d) All allied infrastructure work like Leach pit, soak pit, hand pumps & other miscellaneous. Works.
 - (e) Commissioning & handing over.
- 2.2 Details of manpower / nos. of team to be deployed for the work.
- 2.3 Sequence of item-wise execution of work.
3. RAW MATERIAL : All materials and labour required for the execution of work shall be arranged by the contractor including cement & reinforcement steel.
4. The bidders are not allowed to enter into any agreement /outsource the work with the other agencies empanelled with RECPDCL in case if this is found at any stage the contract of such agency can be terminated immediately.
5. In case construction agency fails to perform and delays in the startup activities ,intermediate activities or any other related activities RECPDCL reserves right to withdraw any quantum or portion of work in full or in part and may award the work to any other agency or NGOs at its sole discretion.
6. Before startup of work the construction agency has to re survey the site locations jointly with the representative of RECPDCL as per requirement of RECPDCL. Further based on this survey report RECPDCL will finalize its list and will decide whether to go for construction of toilet block and the type& nos of toilet block to be constructed in the school.
7. The contractor shall procure and use 43 grade OP Cement confirming to IS:8112. Testing of cement shall be got done as per CPWD norms / procedure / frequency.
8. (a)All material used in the work shall be confirming to IS Specification and as per approved make/brands list and shall be ISI marked unless otherwise specified. In the event for items for which either brands not specified and ISI marked items not available, the sample of the item before use shall be got approved from Engineer –in-charge. However in either cases the samples of materials / fixtures shall be got approved from Engineer –in- charge before use in the work.

(b) Contractor shall be required to produce samples of all materials and fittings sufficiently in advance for approval. The contractor when called upon shall provide "make" of samples as per approved list for approval before execution free of cost and also will make arrangements for

transportation of samples to the designated test house as per the direction of Engineer-in-charge of the work at his own cost. Cost of testing will also be borne by the contractor.

9. Any notice to be given under this contract shall be sent by registered post, Speed post at the last known registered or head office address of the contractor and shall be deemed to have been effected at the time at which the letter would be delivered in the ordinary course of post.
10. The contractor shall have to provide 2 (two) years warranty for any manufacturing defects in the material used for execution of the work.
11. The contractor shall be supplied drawings required for execution of work like architectural, structural & all service plans and other detailed drawings immediately as & when required. If any particular drawing is required for execution of work, contractor shall inform the Engineer-in-Charge in writing at least 15 days in advance.
12. The contractor shall be responsible for obtaining necessary clearances for the works executed by him from local bodies for occupation of the building. Necessary liaisoning with other working agency & local bodies shall be his responsibility. Any statutory fees to be paid on account of said clearances shall be reimbursed to contractor by RECPDCL.
13. The payment to the contractor shall be made from the registered office of REC or RECPDCL at New Delhi and cheques will be issued and payable at Delhi/New Delhi. The contractor shall not claim anything extra on this account. Alternatively the payment maybe made online through RTGS/NEFT.
14. The Contractor should be registered under VAT for works in the State where the work is to be executed and submit a copy of registration along with tender. The said VAT shall be deducted as per laws at source as applicable. The contractor shall submit the bills as required under DVAT.
15. The contractor should have valid PF Code , PAN, TIN and ESI No. & should provide a copy of PF & ESI Registration. The contractor shall provide the copies of challans as a proof of remittance of PF & ESI amount. The contractor should also maintain the PF records, labour records i.e. copies of wage sheets, attendance sheets, monthly returns, annual returns and any other record in this regard for inspection and should provide as and when required by the Engineer-in-charge
13. **Defect Liability & Maintenance Period:** The contractor shall be fully responsible for the quality, workmanship and structural safety of the construction. The contractor shall be fully responsible for liability of defects in the work executed by him for a period of one year from the date of successful handing over of the work on rectifying the list of defects/ deficiencies observed by RECPDCL/Owner before taking over. The defect liability period shall start from the date the project is handed over. All defects observed during the defect liability period shall be rectified by the contractor at his own cost and expenses. The Contractor will be responsible to maintain the newly constructed toilet blocks free of cost for a period of one year from the date of handing over the same to the client. Any major/ minor repair will be done by the contractor free of cost for the one year after handing over to the client. Any leakage, blockage or any other defect shall have to be attended by the Contractor immediately to keep the toilets functional. In the event of failure on the part of the contractor to rectify the defects, the same may, without prejudice to any other right available to it in law, be rectified by RECPDCL for and on behalf of contractor. RECPDCL shall have the right to deduct or set off the expenses incurred by it in rectifying the defects as aforesaid from/against any amount due and payable or becoming due and payable by RECPDCL to the contractor under this agreement or any other contract what-so-ever. During the Defect-liability period contractor has to employ a supervisor to look after the defects for which nothing extra would be payable to the contractor.

Activities to be insured in cleaning and upkeep part of contract for one year during defect liability period and one additional year after defect liability period are indicated in scope of work and SOR.

14. The contractor will be responsible for obtaining "Contractor All Risk Policy" towards entire cost of the work and will obtain "Workmen compensation policy" at his own cost. The policy should cover entire tenure of contract inclusive of extended period, if any. The CAR Policy shall be valid upto 02 years from the date of handing over of the project to the client.
15. The decision of the Chairman , RECPDCL, regarding the quantum of reduction as well as justification thereof in respect of rates for substandard work will be final and would not be open to arbitration and adjudication.
16. The contractor has to control noise and air pollution at site as per norms of State Pollution Control Board.
17. The contractor will be responsible to get register himself under labour cess in "State Buildings and other construction workers" welfare board.
18. No advance shall be paid to the contractor against any Material, Tools & Plants, equipment& machinery etc. brought at site by the contractor.
19. The work may be inspected by Central Vigilance Commission and any deductions/compensation proposed by CVC or RECPDCL or owner in regard to defective work or work not confirming to specification, loss of time, amount shall be deducted from his dues.
20. The contractor shall make all arrangements for ground breaking Ceremony / inaugural function etc. for the projects as required and the cost towards it is deemed to be included in his rates/offer. Any expenditure already incurred /to be incurred by RECPDCL shall be recovered from the Contractor.
21. RECPDCL shall not supply or procure any material for use on works and the contractor has to make his own arrangements for supplying, procuring transportation and storage of all such materials required for the work, at his own cost.
22. It is clearly agreed and understood by the tenderers/ contractors that notwithstanding anything to the contrary that may be stated in the agreement between RECPDCL & the contractor, the contractor shall become entitled to payment only after RECPDCL received the corresponding payment(s) from the client / owner for the work done by the contractor. Any delay in the release of payment by the client / owner to RECPDCL leading to a delay in the release of the corresponding payment by RECPDCL to the contractor, shall not entitle the contractor any compensation / interest from RECPDCL.
23. The contractor will have to submit a no claim / final claim certificate, duly notarized on a stamp paper of appropriate value, as per the prescribed format of RECPDCL, while release of security deposit.
24. The rates quoted by the Contractors shall be inclusive of all the taxes including service tax. Nothing extra shall be payable on account of any type of tax. The rates quoted shall be fix & firm for the entire contract period including extended period, if any.

25. The payment shall be made to the contractor as per the following schedule (cost under construction head)

(i)	On completion of all the works upto plinth level including construction of base platform excluding tile work.	15% of total cost of toilet block
(ii)	On completion of all the works of superstructure including erection & installation of wall & roof, doors, windows, ventilators etc.	50% of total cost toilet block
(iii)	On completion of all the balance works like leach pit, fixtures, water /sewer disposal lines and commissioning & handing over to the client	25% of total cost toilet block
(iv)	After Three month of commissioning and handing over to the owner/client.	5% of total cost of toilet block.
(v)	After completion of one year defect liability period	5% of total cost of toilet block.

Note: Upkeep and cleaning cost considered under Upkeep and cleaning head shall be released quarterly 12.5% of cost quoted under Upkeep and cleaning head. Each quarter after handing over of works, subjected to verification from school authorities.

26. The Nos. of Toilets blocks in each package is indicative only. However, the nos. of toilets blocks may increase or decrease in each package depending upon the client's requirement, locations of the site etc

27. The contractor shall construct the toilet blocks at the site made available by the school/local administration. Any leveling or cutting / filling required shall be done by the Contractor. Nothing extra shall be paid to the contractor for any leveling / cutting or filling as required as per site condition. On completion of the work, the contractor shall necessarily obtain the signature of the Principal/Vice-Principal of the school as evidence of Handing over/Taking over of the Toilet utilities, under the contract. This note shall be counter-signed by RECPDCL authorised representative.

28. **SCOPE CHANGES NECESSITATED BY SCHOOL/ DEO** :In case of any scope deletion, changes in the scope of work, etc..., are necessitated during the progress of work, arising out of the requirements of the concerned school authorities, the Contractor shall obtain necessary instructions in writing from the Principal and the DEO (District Education Officer) for the same giving reasons/ justification, for further instructions by the RECPDCL management.

29. The work is required to be carried out at the schools which may be running classes/having mid-term or annual vacations and Contractor shall be required to plan his activities accordingly so that the day to day running of the school is not hampered and the progress of the work is achieved as per contractual requirement.

30. The work shall be carried out as per CPWD-2013 Schedule and it's corresponding Technical Specifications and in the absence of same, IS specifications shall be applicable. In case of non-availability of both CPWD & IS specifications and in case of Non-Schedule Items, the work shall be carried out as per the Item Description and as per the best industry practice for the same. The work shall be executed according to the instructions and directions of the Engineer-in-charge.

31. SECURITY, WATCH & WARD AND MAINTENANCE:

The contractor shall maintain, at his own cost, the security of the "Site", i.e., the school premises allotted to him for the Construction of Toilet Blocks, in good condition and shall keep regular watch and provide security to the same at all times, so as to prevent pilferage of materials and fittings, damage to property, etc., till the last toilet, under the contractor's scope is completed and handed over, as prescribed hereof. Responsibility for providing Watch & Ward, security to the contractors materials, equipment, protection to completed works etc. Shall be of the contractor until the completion and handing over of the work.

ANNEXURE V (Technical)

- 1. TECHNICAL SPECIFICATIONS**
- 2. SCOPE OF WORK**
- 3. PREAMBLE TO SCHEDULE OF RATES**
- 4. SCHEDULE OF RATES (SOR)**
- 5. SUMMARY OF PACKAGES.**
- 6. PRICE BID OF INDIVIDUAL PACKAGE (to be filled online)**
- 7. LIST OF APPROVED MAKES**
- 8. DRAWINGS**

1. Technical Specifications for Toilets (Conventional Type)

The work shall be carried out as per CPWD-2013 Schedule and its corresponding Technical Specifications and in the absence of same, IS specifications shall be applicable. In case of non-availability of both CPWD & IS specifications and in case of Non-Schedule Items, the work shall be carried out as per the Item Description and as per the best industry practice for the same. The work shall be executed according to the instructions and directions of the Engineer-in-charge.

General Technical Specifications:

1. Earthwork in excavation/backfilling including disposal of excess excavated earth, disposed earth to be leveled and neatly dressed i/c backfilling under the floors.
2. P.C.C 1:4:8 under the floors and below foundations.
3. B/W in cement mortar 1:6 (1 Cement 6 coarse sand) in foundation.
4. B/W in cement mortar 1:6 (1 Cement 6 coarse sand) in super structure.
5. Half B/W in superstructure in cement mortar 1:4
6. All R.C.C work in 1:2:4 (1 cement:2 Coarse sand:4 stone agg. 20mm nominal size
7. Cement Plaster 15mm, 12mm on walls with cement mortar 1:6 & 6mm cement plaster of mix 1:3 in ceiling.
8. Flooring : antiskid tiles inside the toilet & ceramic tiles in Dado upto 900mm height and cement concrete flooring.
9. All door shutters & frames shall of MS as per drawings.
10. Windows/Ventilators shall be made of M.S. section and fixed with M.S wire mesh.
11. Painting :outside walls : Cement Paint
12. Inside walls : Whitewash of approved shade and color.
13. M.S. Members : Synthetic enamel Paint

2. COMPLETE SCOPE OF WORK

The Scope of work for Construction of Toilets in Schools under Swachh Vidyalaya Abhiyan shall generally comprise of but not be limited to the following.

Taking over of clear / hindrance free site from the concerned school Principal/ Headmaster / local administration and construction & upkeep of toilets as per the methodology mentioned below.

CONVENTIONAL

A. Civil works for Girls / Boys Toilet

1. Earthwork in excavation & backfilling.
2. Brickwork in foundations and superstructure.
3. RCC or Red Stone Roof construction.

B. Architectural

1. Internal and external plastering, painting and tiling.
2. MS doors.
3. Supply and Installation of Chinaware/ fittings.

C. Water supply and Sewerage works

Providing plumbing and drainage works for toilet block including, Water tank & leach pit.

Handing over of the completed & commissioned work to the client The Contractor shall be responsible for routine cleaning and upkeep & maintenance of toilets during the defect liability period (i.e. One Year from the Handing over of the Toilets) and routine cleaning and upkeep for additional one year after the defect liability period. The Contractor shall provide all necessary materials, equipment and labour etc. for the execution and maintenance of work till completion. All materials that go with the work shall be approved by Engineer-in-Charge prior to procurement and use. The engineer-in-charge can also ask the contractor to get certification of material to be got done from manufacturer at any stage

Upkeep and cleaning activities to be carried out for the scope of work covered under upkeep and cleaning head is as follows.

Upkeep and cleaning of all internal and external assets & services of toilet block with all labour, T&P and consumables etc. as required on all days excluding school holidays with the following operations:

- a) Washing and moping of toilet floor with the help of phenyl cleaning of WC pot with the help of brush and toilet cleaner like harpic/sani fresh and cleaning of wall tile/dado (once in a day).
- b) Cleaning of water tank with the help of bleaching powder (once in 15 days.)
- c) Cleaning of leach pit including disposal of leach pit waste (once in a year)
- d) Cleaning of incinerator including safe disposal of disposables. (as per requirement minimum once in a month).
- e) Cleaning of incinerator including safe disposal of disposables. (as per requirement minimum once in a month).

3. PREAMBLE TO SCHEDULE OF RATES

**NAME OF WORK: CONSTRUCTION OF TOILETS IN SCHOOLS UNDER SWACHH VIDYALAYA
ABHIYAN**

BIDDING DOCUMENT: RECPDCL/Tech/Swachh Vidyalaya Abhiyan/Financial Bid/1729

NAME OF BIDDER: M/s

PREAMBLE TO SCHEDULE OF RATES

1. The Schedule of Rates shall be read with all other sections of this Bidding Document.
2. The Contractor is deemed to have studied the details of works to be done including scope of work, scope of supply and technical specification within the Contract Period and should have acquainted himself of the conditions prevailing at site.
3. All duties and taxes including any other statutory payment payable by the Contractor under the Contract, or for any other cause, shall be included in the quoted prices as per Schedule of Rates including Service Tax.
4. The Quoted Price shall remain firm and fixed till the completion of Work in all respects and no escalation in prices on any account shall be admissible to the Contractor except for the provisions indicated in the Bidding Document. The Bids of all such bidders not complying this requirement shall not be accepted.
5. Bidder shall quote as per S.O.R. item only. No comment, explanation or clarification in S.O.R. is acceptable.
6. All items of work mentioned in the Schedule of Rates shall be carried out as per the instructions of Owner and the rates are deemed to be inclusive of all costs towards material, consumable, labour, supervision, tools & tackles etc. as specified in the bidding document.
7. The location of schools in the District is tentative which may change within the District. Bidder to quote the prices after considering the above aspect.

STAMP & SIGNATURE OF BIDDER

4. Schedule of rates

SCHEDULE OF ITEMS & QUANTITIES FOR CIVIL&PLUMBING WORKS OF PROPOSED GIRLS & BOYS TOILET WITH 2WC -TOILET BLOCK						
S.No	DSR201 3 Code No.	Description of Item	Unit	Qty.	Rate in	Amount in
		EARTH WORK				
1	2.80.	Earth work in excavation by mechanical means (Hydraulic excavator) /manual means in foundation trenches or drains (not exceeding 1.5 m in width or 10 sqm on plan), including dressing of sides and ramming of bottoms, lift upto 1.5 m, including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50 m.				
	2.8.1	All kind of soils	Cum.	7.00	148.25.	1037.75.
2	2.10	Excavating trenches of required width for pipes, cables, etc. including excavation for sockets, and dressing of sides, ramming of bottoms depth upto 1.5 m including getting out the excavated soil, and then returning the soil as required in layers not exceeding 20 cm in depth including consolidating each deposited layer by ramming, watering etc. and disposing of surplus excavated soil as directed, within a lead of 50 m.				
	2.10.1	All kind of soil				
	2.10.1.2	Pipes, cables etc. exceeding 80 mm dia but not exceeding 300 mm dia	Meter	5.00	192.75.	963.75.
3	2.	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20 cm in depth, consolidating each deposited layer by ramming and watering, lead up to 50 m and lift up to 1.5 m.	Cum	4.00	101.50.	406.00.
		CONCRETE WORK				
4	4.10.	Providing and laying in position cement concrete of specified grade excluding the cost of centring and shuttering - All work up to plinth level.				
	4.1.3	1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size)	Cum	0.40	4921.70	1968.68.

	4.1.8	1:4:8 (1 Cement : 4 coarse sand : 8 graded stone aggregate 40 mm nominal size)	Cum	1.00	3920.65	3920.65.
	4.11	1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size) (Damp proof course 50mm thick)	sqm	3.00	255.00.	765.00.
5	4.12.	Extra for providing and mixing water proofing material in cement concrete work in doses by weight of cement as per manufacturer's specification.	per 50 kg cement	2.00	44.36.	88.72.
S.No	DSR201 3 Code No.	Description of Item	Unit	Qty.		
6	4.13.	Applying a coat of residual petroleum bitumen of grade of VG-10 of approved quality using 1.7 kg per square metre on damp proof course after cleaning the surface with brushes and finally with a piece of cloth lightly soaked in kerosene oil.	Sqm	3.00	108.75.	326.25.
7	4.17.	Making plinth protection & Ramp ,50 mm thick of cement concrete 1:3:6 (1 cement: 3 coarse sand : 6 graded stone aggregate 20 mm nominal size) over 75mm thick bed of dry brick ballast 40 mm nominal size, well rammed and consolidated and grouted with fine sand, including finishing the top smooth.	Sqm	7.89	378.95.	2988.78.
		REINFORCED CEMENT CONCRETE WORK				
8	5.10.	Providing and laying in position specified grade of reinforced cement concrete, excluding the cost of centering, shuttering, finishing and reinforcement - All work up to plinth level :).				
	5.1.2	1:1.5:3 (1 cement : 1.5 coarse sand : 3 graded stone aggregate 20 mm nominal size)	Cum	0.25	5552.25	1388.06.

9	5.3 (Rates taken from similar item no 5.2.2)	Reinforced cement concrete work in beams, suspended floors, roofs having slope up to 15° landings, balconies, shelves, chajjas, lintels, bands, plain window sills, staircases and spiral stair cases up to floor five level, excluding the cost of centering, shuttering, finishing and reinforcement, with 1:1.5:3 (1 cement : 1.5 coarse sand : 3 graded stone aggregate 20 mm nominal size).	Cum	1.00	6319.20	6319.20.
10	5.90.	Centring and shuttering including strutting, propping etc. and removal of forms for:				
	5.9.3	Suspended floors, roofs, landings, balconies and access platform.	Sqm	10.00	371.80.	3718.00.
	5/9/15	Small lintels not exceeding 1.5 m clear span, moulding as in cornices, window sills, string courses, bands, copings, bed plates, anchor blocks and the like	Sqm	2.00	186.40.	372.80.
11	5.22A	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete above plinth level.				
	5.22A.6	Thermo-Mechanically Treated bars	Kilogram	85.00	66.50.	5652.50.
		ROOFING				
	12.41	Providing and fixing on wall face unplasticised Rigid PVC rain water pipes conforming to IS : 13592 Type A, including jointing with seal ring conforming to IS : 5382, leaving 10 mm gap for thermal expansion, (i) Single socketed pipes.				
	12.41.2	110 mm diameter	Metre	1.00	218.60.	218.60.
	12.42.5	Bend 87.5°				
	12.42.5.2	110 mm bend	Each	2.00	160.25.	320.50.
		BRICK WORK				
12	6.10.	Brick work with common burnt clay FPS(non modular) brick of class designation 7.5 in foundation and plinth in:				
	6.1.2	Cement mortar 1:6 (1 cement : 6 coarse sand)	Cum	3.00	4646.50	13939.50.

13	6.40.	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in superstructure above plinth level up to floor V level in all shapes and sizes in :				
	6.4.2	Cement mortar 1:6 (1 cement : 6 coarse sand)	Cum	1.00	5325.10	5325.10.
14	6.12	Half brick masonry with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in foundations and plinth in :				
	6.12.2	Cement mortar 1:4 (1 cement :4 coarse sand)	Sqm	1.00	574.70.	574.70.
15	6.13.	Half brick masonry with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in superstructure above plinth level up to floor V level.				
	6.13.2	Cement mortar 1:4 (1 cement :4 coarse sand)	Sqm	23.00	647.90.	14901.70.
		FLOORING				
16	11.36.	Providing and fixing 1st quality ceramic glazed wall tiles conforming to IS:15622 (thickness to be specified by the manufacturer), of approved make, in all colours, shades except burgundy, bottle green, black of any size as approved by Engineer-in-Charge, in skirting, risers of steps and dados, over 12 mm thick bed of cement mortar 1:3 (1 cement : 3 coarse sand) and jointing with grey cement slurry @ 3.3kg per sqm, including pointing in white cement mixed with pigment of matching shade complete.	Sqm	9.00	793.60.	7142.40.
17	11.37.	Providing and laying Ceramic glazed floor tiles of size 300x300 mm (thickness to be specified by the manufacturer) of 1st quality conforming to IS : 15622 of approved make in colours such as White, Ivory, Grey, Fume Red Brown, laid on 20 mm thick cement mortar 1:4 (1 Cement : 4 Coarse sand), including pointing the joints with white cement and matching pigment etc., complete.	Sqm	3.00	822.10.	2466.30.

18		52 mm thick cement concrete flooring with concrete hardener topping, under layer 40 mm thick cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size) and top layer 12 mm thick cement hardener consisting of mix 1:2 (1 cement hardener mix : 2 graded stone aggregate 6 mm nominal size) by volume, hardening compound mixed @ 2 litre per 50 kg of cement or as per manufacturer's specifications. This includes cost of cement slurry, but excluding the cost of nosing of steps etc. complete.	Sqm	3.00	480.10.	1440.30.
		FINISHING				
19	13.10.	12mm cement plaster of mix:				
	13.1.2	1:6 (1 cement : 6 fine sand)	Sqm	20.0 0	133.85.	2677.00.
	13.5	15 mm cement plaster on rough side of single or half brick wall of mix:				
	13.5.2	1:6 (1 cement : 6 coarse sand)	Sqm	35.0 0	164.75.	5766.25.
	13.7	12 mm cement plaster finished with a floating coat of neat cement of mix :				
	13.7.2	1:4 (1 cement: 4 fine sand)	Sqm	7.00	180.60.	1264.20.
20	13.160.	6 mm cement plaster of mix :				
	13.16.1	1:3 (1 cement : 3 fine sand)	Sqm	9.00	120.35.	1083.15.
21	13.37.	White washing with lime to give an even shade :				
	13.37.1	New work (three or more coats)	Sqm	30.0 0	14.35.	430.50.
22	13.44.	Finishing walls with water proofing cement paint of required shade :				
	13.44.1	New work (Two or more coats applied @ 3.84 kg/10 sqm)	Sqm	35.0 0	54.40.	1904.00.
23	13.61.	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade :				
	13.61.1	Two or more coats on new work	Sqm	11.0 0	63.05.	693.55.

24	16.64	Providing and laying 75 mm thick compacted bed of dry brick aggregate of 40 mm thick nominal size including spreading, well ramming, consolidating and grouting with jamuna sand, including finishing smooth etc. complete as per direction of Engineer-in-charge.	Sqm	6.00	106.70.	640.20.
		SANITARY FITTINGS				
25	17.13.	Providing and fixing white vitreous china water closet squatting pan (Indian type) :				
	17.13.2	Orissa pattern W.C. pan of size 580x440 mm	Each	2.00	1359.80	2719.60.
26	17.35	Providing and fixing soil, waste and vent pipes:				
		100 mm dia				
	17.35.1.2	Centrifugally cast (spun) iron socket & spigot (S&S) pipe as per IS: 3989.	Metre	4.00	952.50.	3810.00.
27	17.36	Providing and filling the joints with spun yarn, cement slurry and cement mortar 1:2 (1 cement : 2 fine sand) in S.C.I./ C.I. Pipes :				
	17.36.2	100 mm dia pipe	Each	6.00	70.10.	420.60.
28	17.57	Providing and fixing collar :				
	17.57.1	100 mm				
	17.57.1.2	Sand cast iron S&S as per IS - 3989	Each	2.00	317.05.	634.10.
		WATER SUPPLY				
29	18.70.	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply, including all CPVC plain & brass threaded fittings, including fixing the pipe with clamps at 1.00 m spacing. This includes jointing of pipes & fittings with one step CPVC solvent cement and testing of joints complete as per direction of Engineer in Charge. Internal work - Exposed on wall				
	18.7.2	20 mm nominal outer dia Pipes	Metre	1.00	182.15.	182.15.
30	18.54.	Providing and fixing PTMT bib cock of approved quality and colour.				
	18.54.1	15mm nominal bore, 86 mm long, weighing not less than 88 gms	Each	2.00	132.05.	264.10.
31	18.55.	Providing and fixing PTMT stop cock of approved quality and colour.				
	18.55.2	20 mm nominal bore, 89 mm long, weighing not less than 88 gms	Each	1.00	166.90.	166.90.

		WATERPROOFING WORKS				
32	22.14	Grading roof for water proofing treatment with				
	22.14.2	Cement mortar 1:3 (1 cement : 3 coarse sand)	Cum	0.25	8116.10	2029.03.
		NON SCHEDULE ITEMS				
33	NS-1	Making Logo with approved black Japan/Blue paint of approved brand and manufacture, as per standard design logo.(Company logo and Swach Bharat abhiyan logo to be considered as one logo.)	LS	1.00	300.00.	300.00.
34	NS-2 (Rates derived from similar item no 10.5.2)	Providing and fixing 0.8 mm thick M.S. sheet door with frame of 25x25x3 mm angle iron and 3 mm M.S. gusset plates at the junctions and corners, all fittings complete, including applying a priming coat of approved steel primer. Using flats 20x3mm for diagonal braces and central cross piece	Kilogram	65.00	101.20.	6578.00.
35	NS-3 (Rates are similar to DSR Item no 10.13.1)	Providing and fixing T-iron frames of size 30x30x3 mm for doors, windows and ventilators of mild steel Tee-sections, joints mitred and welded, including fixing of necessary butt hinges and screws and applying a priming coat of approved steel primer. Fixing with 15x3 mm lugs 10 cm long embedded in cement concrete block 15x10x10 cm of C.C. 1:3:6 (1 Cement : 3 coarse sand : 6 graded stone aggregate 20 mm nominal size)	Kilogram	25.00	81.95.	2048.75.
		LEACH PIT				
36		Earthwork in excavation	CUM	2.92	146.50.	427.78.
37		Half brick masonry with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in foundations and plinth in C.M 1:4	SQM	1.43	574.70.	820.10.
38	NS-4 (Similar to DSR-23.15.1)	Half brick masonry with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in superstructure above plinth level up to floor V level. C.M 1:4	SQM	2.62	647.00.	1695.14.

39	NS-5 (Similar to DSR item no 5.12)	Providing, hoisting and fixing up to floor five level precast reinforced cement concrete work work for leach pit cover and the like, including the cost of required centering, shuttering but excluding cost of reinforcement, with 1:2:4 (1 cement: 2 coarse sand: 4 graded stone aggregate 20 mm nominal size)	CUM	0.16	5829.00.	915.15.
40		Steel reinforcement for R.C.C including cutting bending, placing and all complete upto plinth level	KGS	12.5 6	66.25.	832.10.
41		12mm thick plaster	SQM	2.10	145.40.	304.76.
42		6mm thick plaster	SQM	2.10	120.35.	252.25.
43		MS RING	NOS	2.00	100.00.	200.00.
		TOTAL				115305.00.

SCHEDULE OF ITEMS & QUANTITIES FOR CLEANING AND UPKEEP OF ONE TOILET BLOCK FOR TWO YEARS							
S.No	DSR-13 Code	Description of Item	Frequency	Unit	Qty.	Rate in Rs	Amount in Rs
1	NS-1	Maintenance and upkeep of all internal and external assests & services of Toilet Block with all labour, T & P and consumables etc. as required on all days excluding school holidays with the following operations: (all the consumables shall be supplied by the contractor and verified by the School Authorities).					
	a)	Washing and moping of toilet floor with the help of phenyl. Cleaning of WC pot and with the help of brush and toilet cleaner like harpic / sani-fresh etc. and Cleaning of wall tiles /dado.	Once in a day	Per Toilet Block per Month	20.0	800	16000
	b)	Cleaning of water tank with the help of bleaching powder.	Once in 15 days	Per Toilet Block per Month	20.0	100	2000

	c)	Cleaning of leachpit including disposal of leachpit waste	Once in a year	Per Operation	2	340	680
	d)	Cleaning of incinerator including safe disposal of all disposables (applicable for girls toilets only)	As per requirement, Minimum once in a month	Per Toilet Block per Month	20	50	1000
						Total	19680
						GRAND TOTAL	134985

OPTIONAL STRUCTURAL ITEM FOR ROOF							
1		Providing structural steel work in single section ,fixed with or without connecting plate ,including cutting hoisting fixing in position and applying a coat of approved steel primer and paint all complete	Kg	175.00	101.00.		17675.00.
2		Providing Red sand stone slab (40 to 50mm thick) for roofing and laying them in cement mortar 1: 4 (1 cement 4 coarse sand) over wooden karries or RCC battens or structural steel sections (karries or battens or structural steel sections to be paid separately) including pointing the ceiling joints with cement with mortar 1:3 (1 cement 3 coarse sand) all complete.	sqm	8.00	425.00.		3400.00.
							21075.00

5. SUMMARY OF PACKAGES (PACKAGE LIST)

A. PACKAGES FOR CONSTRUCTION AGENCY				
S.NO OF PACKAGE	DISTRICT	NO OF TOILET BLOCKS	ESTIMATED COST(CRORE)	EMD
BIHAR				
1	PATNA	539	7.28	522800
2	GAYA	649	8.76	537600
U.P				
3	BALIA I	474	6.40	514000
4	BALIA II	535	7.22	522200
5	BALIA III	496	6.70	517000
6	BALIA IV	466	6.29	512900
MADHYA PRADESH				
7	DHAR	573	7.73	527300
8	RATLAM	344	4.64	500000
9	VIDHISA	384	5.18	501800
TELANGANA				
10	NALGONDA,	445	6.01	510100
11	RANGREDDY,KHAMAM	510	6.88	518800
	TOTAL	5415		

B. PACKAGES FOR NGOS				
U.P				
1	Jalaun	34	0.46	50000
PUNJAB				
2	GURDASPUR, PATHANKOT	121	1.63	250000
RAJASTHAN				
3	AJMER	154	2.08	250000
4	BHARATPUR,	127	1.71	250000
5	JODHPUR	39	0.53	100000
6	UDAIPUR I	106	1.43	250000
7	UDAIPUR II	114	1.54	250000
TELANGANA				
8	MEHBUB NAGAR, ADILABAD	102	1.38	250000
9	WARANGAL	106	1.43	250000
MADHYA PRADESH				
10	JHABUA-I	146	1.97	250000
11	JHABUA-II	143	1.93	250000
BIHAR				
12	NALANDA-I	131	1.77	250000
13	NALANDA-II	140	1.89	250000
14	NALANDA-III	129	1.74	250000
	Total	1592		

6. PRICE BID OF INDIVIDUAL PACKAGE (to be filled online)

7. LIST OF APPROVED MAKES

LIST OF APPROVED MAKES/BRANDS OF MATERIALS

1. Adhesive

- a) FEVICOL
- b) VEMICOL

2. Screws

- a) GWK
- b) Nettle fold

3. Glass

- a) ATUL
- b) MODI FLOAT
- c) Saint Gobain
- d) Asahi

4. Paints & Distemper

- a) Asian
- b) Berger
- c) Nerolac
- d) ICI

5. Water proofing Cement Paint

- a) Snowcem Plus (Snowcem India Ltd.)
or Equivalent

6. Water proofing Compound

- a) Pidilite
- b) Cico
- c) ACC
- d) Roffe

7. Glazed Tiles

- a) Somany Pilkington (first quality)
- b) Johnson (first quality)
- c) Kajaria (first quality)
- d) Orient (first quality)

8. Vitreous China Sanitary ware

- a) Hindware
- b) Parryware
- c) Cera

9. W.C. seat and cover

- a) Commander I.S. (solid heavy duty)

(IS-2548)

b) Admiral (solid heavy duty)

c) Diplomat (solid heavy duty)

equivalent or as per approval of engineer in charge in case of non availability

10. PVC Flushing Cistern

a) Duralite

b) Commander

c) Hindware

d) or any other equivalent approved makes

11. C.P. brass fittings,

a) Parko fixtures & C.P. Waste

b) Kingston Bathroom accessories

c) Jaquar

12. i) P.V.C. pipes and fittings

a) Supreme

b) Prakash

c) Prince

d) Tirupati Structures Ltd.

ii) PPR-Pipe/fittings SFMC, Supreme, Prakash (3 Layer)

iii) CPVC Pipe & Fittings Supreme/Astral Flow guard/ Ajay Flow guard

13. Brass stop cock Bib cocks

a) Leader

b) L & K

14. Ball valve with float

a) Leader

b) L & K

15. Stoneware pipes & Gully Traps

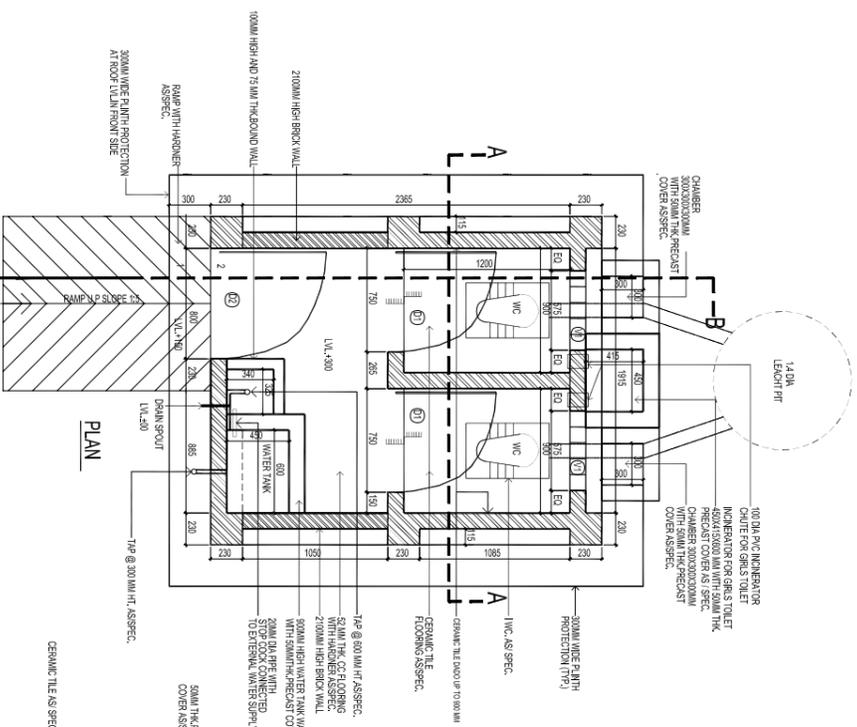
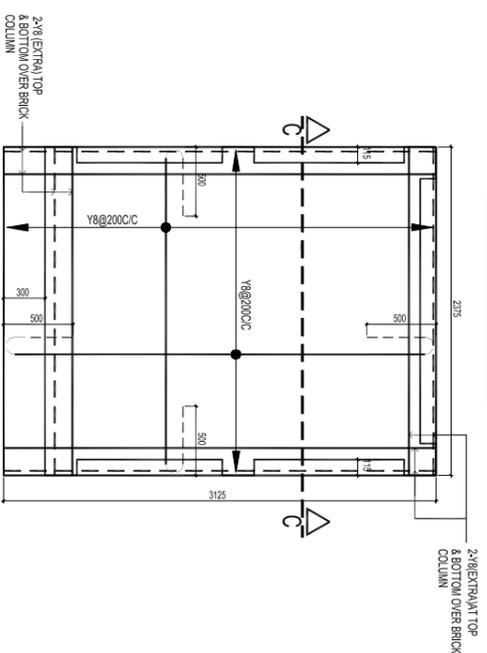
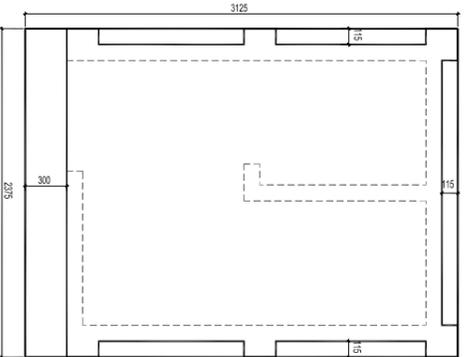
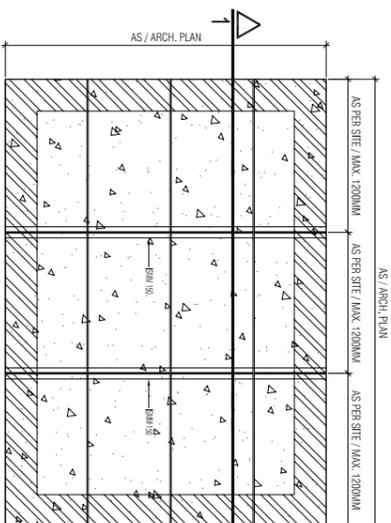
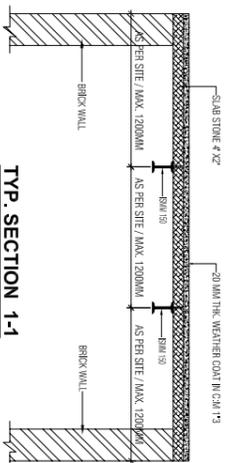
a) Perfect or equivalent.

16. R.C.C. pipes

a) As per Approved Manufacturer.

In case of non-availability of an item in a particular location prior approval shall be obtained from engineer in charge for all the items .

8. DRAWING

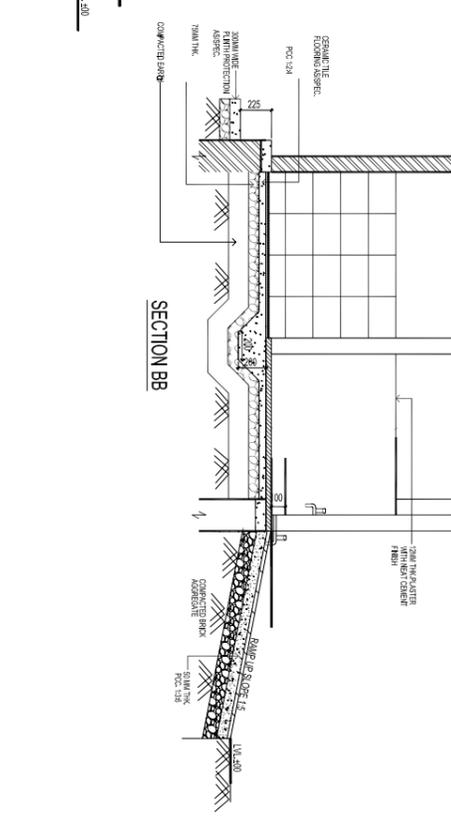
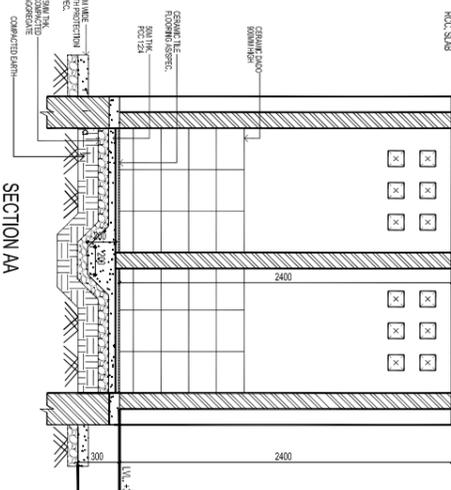
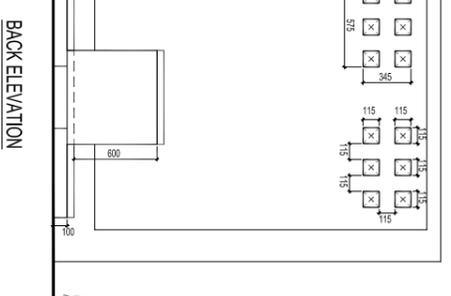
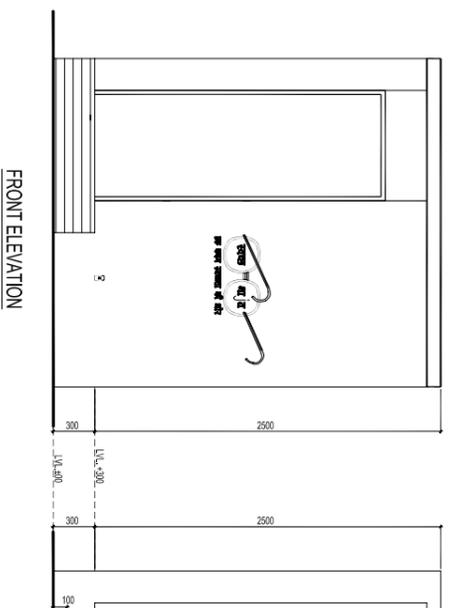
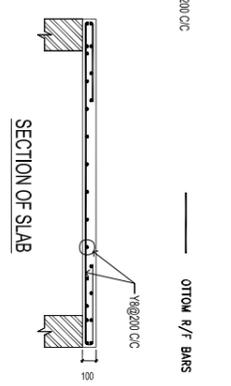
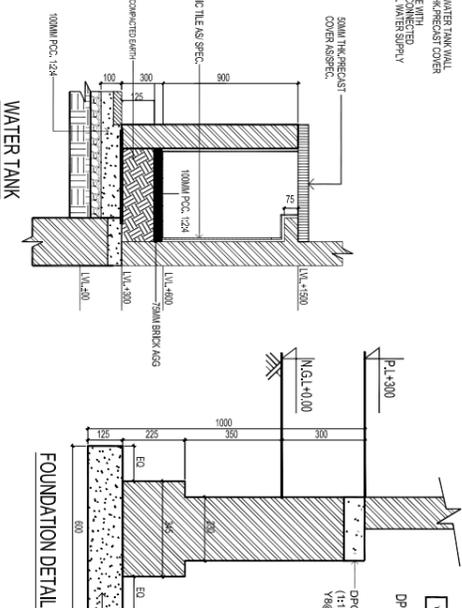


AREA CALCULATION IN SQ.M

TOILET B LOCK	6.00
RAMP UP	7.42
S/LAB AREA	13.42

SCHEDULE OF OPENING

NAME	SIZE (x)xh	SPECIFICATION
D1	750X2100 M/S	DOOR WITH ANGLE FRAME
D2	800X2100 M/S	DOOR WITH ANGLE FRAME
V1	515X345	JALTI H.B.W



- Notes
1. FOR REVISIONS - THE REVISIONS SHOULD BE MADE IN THE DRAWING AND THE REVISIONS SHOULD BE MADE IN THE DRAWING AND THE REVISIONS SHOULD BE MADE IN THE DRAWING.
 2. FOUNDATION DESIGN IS INDICATIVE & MAY NEED TO BE REVISION BASED ON LOCAL SITE CONDITIONS.
 3. REVISIONS SHOULD BE MADE IN THE DRAWING AND THE REVISIONS SHOULD BE MADE IN THE DRAWING.
 4. CONCRETE GRADE IS 1:3:6 & STEEL GRADE IS 415.
 5. ALL DIMENSIONS ARE IN MILLIMETERS UNLESS OTHERWISE SPECIFIED.
 6. ALL DIMENSIONS ARE IN MILLIMETERS UNLESS OTHERWISE SPECIFIED.
 7. ALL DIMENSIONS ARE IN MILLIMETERS UNLESS OTHERWISE SPECIFIED.
 8. ALL DIMENSIONS ARE IN MILLIMETERS UNLESS OTHERWISE SPECIFIED.
 9. ALL DIMENSIONS ARE IN MILLIMETERS UNLESS OTHERWISE SPECIFIED.
 10. ALL DIMENSIONS ARE IN MILLIMETERS UNLESS OTHERWISE SPECIFIED.
 11. ALL DIMENSIONS ARE IN MILLIMETERS UNLESS OTHERWISE SPECIFIED.
 12. ALL DIMENSIONS ARE IN MILLIMETERS UNLESS OTHERWISE SPECIFIED.

REFERENCE DRAWING-

NAME	DESCRIPTION

Key to symbols

Symbol	Description

Rev Date Drawn Description

Chk'd App'd

NIRMAN CONSULTANTS PVT LTD

Total Project Management - Planning - Interiors

NEW DELHI - 110 029 (INDIA)

PHONE: 26323045, 26323046

web: www.nirman.com

e-mail: nirmanconsultants@vsnl.com

Client

RECPDCL

Project

RECPDCL

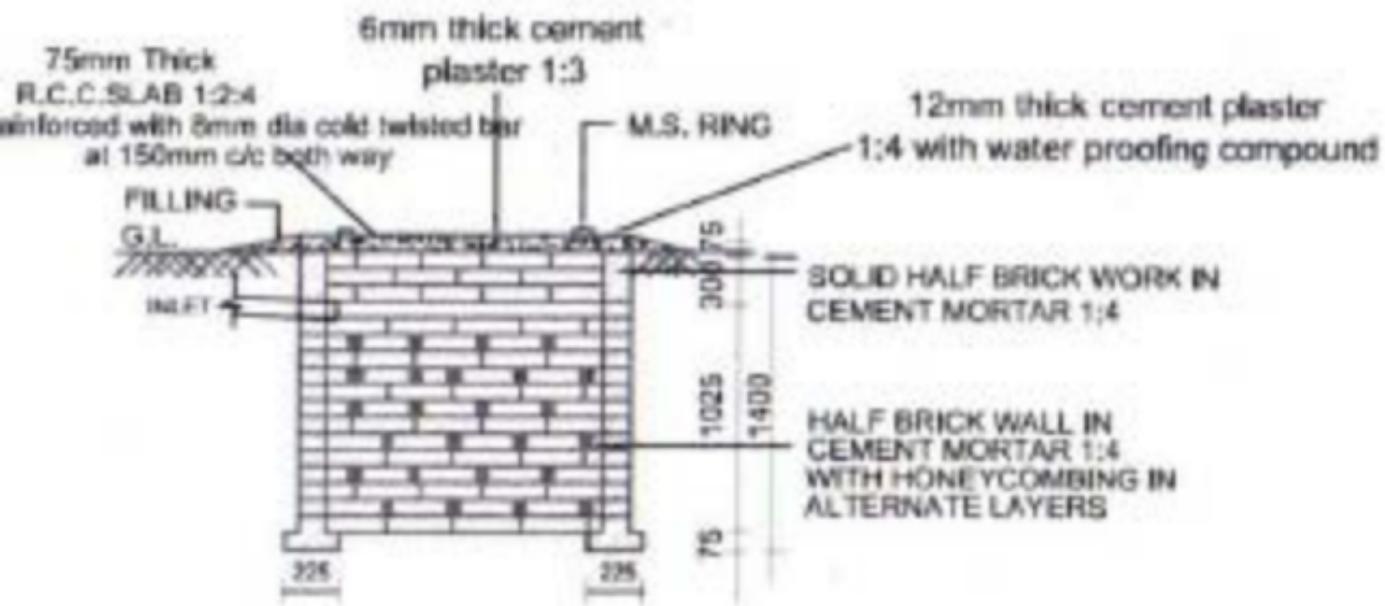
Type of Dwg.

WORKING DRAWING

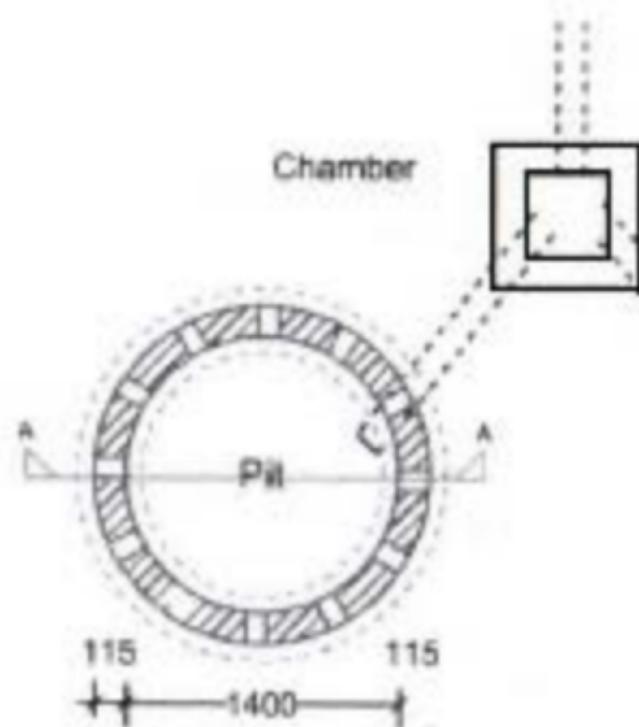
Title

TOILET

Designed	KUSH	Qty/Eng. Check	
Drawn	RAHUL P.	Approved	
Scale	1:25	Project no. :-	---/2014
Date	28.11.14	FILE NO. :-	Server/
Drawing No	01-001	Rev	RO



Section A-A



Plan

ANEXURE-VI
BID BANK GUARANTEE (EARNEST MONEY)
(To be stamped in accordance with Stamp act)

This deed of Guarantee made this _____ day of _____ 20__
by _____

(Name of the Bank)

having one its branch at _____ acting through its Manager (hereinafter called the "Bank") which expression shall wherever the context so requires includes its successors and permitted assigns in favour of REC Power Distribution Company Ltd., registered under the Companies Act, 1956, having its office at _____

_____ (hereinafter called "RECPDCL") which expression shall include its successors and assigns.

WHEREAS RECPDCL has invited tender vide their Tender Notice No. _____

Dated _____ to be opened on AND

WHEREAS M/s _____

(Name of Tenderer)

having its office at _____ (hereinafter called the "Tenderer"), has/have in response to aforesaid tender notice offered to supply/ do the job _____ as contained in the tender.

AND WHEREAS the Tender is required to furnish to RECPDCL a Bank Guarantee for a sum of Rs. _____ (Rupees _____ Only) as Earnest Money for participation in the Tender aforesaid.

AND WHEREAS, we _____

(Name of Bank)

have at the request of the tenderer agree to give RECPDCL this as hereinafter contained.

NOW, THEREFORE, in consideration of the promises we, the undersigned, hereby covenant that, the aforesaid Tender shall remain open for acceptance by RECPDCL during the period of validity as mentioned in the Tender or any extension thereof as RECPDCL and the Tenderer may subsequently agree and if the Tenderer for any reason back out, whether expressly or impliedly, from his said Tender during the period of its validity or any extension thereof as aforesaid or fail to furnish Bank Guarantee for performance as per terms of the aforesaid Tender, we hereby undertake to pay RECPDCL, New Delhi on demand without demur to the extent of Rs. _____ (Rupees _____ only).

We further agree as follows:-

01. That RECPDCL may without affecting this guarantee extend the period of validity of the said Tender or grant other indulgence to or negotiate further with the Tenderer in regard to the conditions contained in the said tender or thereby modify these conditions or add thereto any further conditions as may be mutually agreed to in between RECPDCL and the Tender AND the said Bank shall not be released from its liability under these presents by an exercise by RECPDCL of its liberty with reference to the matters aforesaid or by reason of time being given to the Tenderer or any other forbearance, act or omission on the part of the RECPDCL or any indulgence by RECPDCL to the said Tenderer or any other matter or thing whatsoever.

02. The Bank hereby waive all rights at any time in consistent with the terms of this Guarantee and the obligations of the Bank in terms thereof shall not be otherwise affected or suspended by reason of any dispute or dispute having been raised by the Tenderer (whether or not pending before any arbitrator, tribunal or court) or any denial of liability by the Tenderer stopping or preventing or purporting to stop or prevent any payment by the Bank to RECPDCL in terms thereof.

03. We the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of RECPDCL in writhing and agree that any charges in the constitution, winding up, dissolution or insolvency of the Tenderer, the said Bank shall not be discharged from their liability.

NOTWITHSTADING anything contained above, the liability of the Bank in respect of this Guarantee is restricted to the said sum of Rs. _____ (Rupees _____ only) and this Guarantee shall remain in force till _____ unless a claim under this guarantee is filed with the bank within 60 (sixty) days from this date or the extended date, as the case may be i.e. upto _____ all rights under Guarantee shall lapse and the Bank be discharged from all liabilities hereunder.

In witness whereof the Bank has subscribed and set its name and seal here under.

Note: - The date shall be sixty (60) days after the last date for which the bid is valid.

**ANEXURE-VII
PERFORMANCE BANK GUARANTEE**

**M/s REC Power Distribution Company Ltd.,
Core 4, Scope Complex, Lodhi Road,
New Delhi – 110003 (INDIA)**

(With due stamp duty if applicable)

OUR LETTER OF GUARANTEE NO.:

In consideration of REC Power Distribution Company Ltd., having its office at _____ (hereinafter referred to as "RECPDCL" which expression shall unless repugnant to the content or meaning thereof include all its successors, administrators and executors) and having issued EOI/Work Order No. _____ dated _____ with/on _____ M/s _____ (hereinafter referred to as "The Agency" which expression unless repugnant to the content or meaning thereof, shall include all the successors, administrators, and executors).

WHEREAS the Agency having unequivocally accepted to perform the services as per terms and conditions given in the EOI/Work Order No. _____ dated _____ and RECPDCL having agreed that the Agency shall furnish to RECPDCL a Performance Guarantee for the faithful performance of the entire contract, to the extent of 10% (ten percent) (or the percentage as per the individual case) of the value of the EOI/Work Order i.e. for _____.

We, _____ ("The Bank") which shall include OUR successors, administrators and executors herewith establish an irrevocable Letter of Guarantee No. _____ in your favour for account of _____ (The Agency) in cover of performance guarantee in accordance with the terms and conditions of the EOI/Work Order.

Hereby, we undertake to pay upto but not exceeding _____ (say _____ only) upon receipt by us of your first written demand accompanied by your declaration stating that the amount claimed is due by reason of the Agency having failed to perform the EOI/Work Order and despite any contestation on the part of above named agency.

This letter of Guarantee will expire on _____ including 90 day of claim period and any claims made hereunder must be received by us on or before expiry date after which date this Letter of Guarantee will become of no effect whatsoever whether returned to us or not.

Authorized signature
Chief Manager/ Manager
Seal of Bank

Note: The date shall be 90 days after the date of completion of contract.

ANNEXURE VIII -Format for Tax Liability Information

Applicability of following may please be indicated as considered in Price quoted.

- i). Value Added Tax.
- ii). Works Contract Tax & any need of TDS with in same.
- iii) Any Labour Surcharge etc.
- iv). Service Tax whether such ST with or without abetment. Further also intimate the applicability of Reverse Charge Mechanism (RCM) on your price quotes.
- v). Any other Tax /Duty/Levy with details.

Note: Please indicate explicitly the applicable rates and other requirements e.g. TDS/RCM liability etc on the part of REC PDCL if any.

Attachment- I Information for Documents to be uploaded

1. Complete dully signed Financial Bid Document
2. PF & ESI Registration Certificate
3. Format for tax liability information
4. Annexure-II (instruction to bidders)
5. Preamble to schedule of rates (dully filled and signed)
6. Any other document as specified and attached with financial bid document.