

BANARAS HINDU UNIVERSITY VARANASI

Name of work: - Construction of DST Knowledge Center (DKC) With Attached Toilet at villages Paranapatti, Damdipur and Cholapur, Block-Cholapur in Varanasi district.

**Principal investigator
DST Project P-07/768
Department of Extension Education, IAS
Banaras Hindu University, Varanasi**

ABSTRACT OF COST

Name of work: - Construction of DST Knowledge Center (DKC) With Attached Toilet at villages Paranapatti, Damdipur and Cholapur , Block-Cholapur in Varanasi district.

S.No.	Description of work	Amount (Rs.) approx
1	Construction of DST Knowledge center (single unit) with attached toilet having three feet deep foundation of brick work, all Wall thickness will be of nine-inch, size of room having (11'6" X13'6") height 10',Size of attached Indian style WC toilet having height 8' size (3'X4'), window in the room of size (3'6" X 7') fixed in walls and painted after primer, One ventilator of 2'x1' and door of 3'wide 7" height will be fixed in toilet, floor of room and toilet will be construct with 1:2:4 plain cement concrete above sub-base, inside and outside walls of room and toilet will be plastered, one tap and one basin will be proved. Roof of room need to have steel sheet fixed on painted L-angles, one RCC computer platform of 2'x6"wide and 6'long of 3" thick inside the room, 2'wide front apron will be provided around the one room unit. Walls of room and toilet will be whitewashed and outer wall will be painted with yellow and red colour. Room should have electric facility for two computers, one fan, and three light. Construction will be done at three villages Paranapatti, Damdipur and Cholapur in Cholapur (40 km away from Varanasi city) Block.	348,000.00
	Total	348,000.00

This NIT containing 46 pages as per Index amounting to Rs. 348,000.00 s hereby approved.

**Principal investigator
DST Project P-07/768
Department of Extension Education, IAS
Banaras Hindu University, Varanasi**

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It is certified that this document containing total 43 pages.

Principal investigator
DST Project P-07/768
Department of Extension Education, IAS
Banaras Hindu University, Varanasi

SECTION -A **e-TENDER**

Invitation for BID

The Principal Investigator (P.I.), DST Project P-07/768, Department of Extension Education, Institute of Agricultural Sciences, Banaras Hindu University, Varanasi, on behalf of Registrar, Banaras Hindu University, Varanasi, India invites online, the percentage rate Bid from state and central government empaneled contractor of UWD.

S.No.	Description	
1	NIT No.	DST Project P-07/768/02
2	Name of Work & Location	Construction Of DST Knowledge Center (DKC) With Attached Toilet at villages Paranapatti, Damdipurand Cholapur , Block-Cholapur in Varanasi district.
3	Estimated cost put to tender	348,000.00
4	Earnest Money	8,000.00
5	Period of Completion	60 days
6	Date of Bid Publishing	25/11/2021
7	Date of Pre Bid meeting	NA
8	Last date for submission of Hardcopy (e-tender processing fees and EMD) of the bid.	10/12/2021 & 05:00 P.M.
9	Last Date & Time of Submission of Online Technical bid And Financial Bids	10/12/2021 & 05:00 P.M.
10	Date of opening of BID	11/12/2021 & 11:30 A.M.

1. Bidders who fulfill the following requirements shall be eligible to apply.

- (a) Should have satisfactorily completed three similar works each of value not less than Rs. 0.75 Lacs or Two similar works each of value not less than Rs. 1.50 Lacs or One similar work of value not less than Rs. 3.00 Lacs during last seven years previous day of last date of submission of tenders

Explanation: -

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to last date of receipt of applications for tenders.

Similar work shall means works of “**Construction Works**”

- (b) Should have had average annual financial turnover of Rs. 0.75 Lacs on Construction works during the last five years ending 31st March, 2020.
- (c) Should not have incurred any loss (profit after tax should be positive) in more than two years during the last five years ending 31st March, 2020.

2. The intending bidder must read the terms and conditions carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
3. Information and Instructions for bidders posted on website shall form of bid document.
4. The bid document consisting of specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website www.eprocure.gov.in or can be seen in the office of Principal investigator, DST Project P-07/768, Department of Extension Education, IAS, Banaras Hindu University, Varanasi from the date of publicity of tender to date of submission of tender.
5. But the bid can only be submitted after giving the details of the mandatory documents such as Demand-Draft or Fixed Deposit Receipts/Banker's Cheque of any Scheduled Bank towards tender fees and EMD in favor of Principal investigator, DST Project P-07/768, Department of Extension Education, IAS, Banaras Hindu University, Varanasi and other scanned documents as specified.
6. Those bidders not registered on www.eprocure.gov.in website, are required to get registered beforehand. If

needed they can be imparted training on online bidding process as per details available on the website.

7. The intending bidders must have valid Class-III digital signature to submit the bid.
8. On opening date of the financial bid, the bidder can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
9. Bidder can upload documents in the form of JPG format and PDF format.
10. **Certificate of Financial turn over:** at the time of submission of bid, contractor has to upload Affidavit/ Certificate from **CA** mentioning financial Turnover on construction work of last 5 years or for the period as specified in the bid document and further details required may be asked from the contractor after opening of technical bids. There is no need to upload entire voluminous balance sheet.
11. Contractor must ensure to quote percentage rate for the work.
12. **If a tenderer does not quote any percentage above/below/at par on the total amount of the tender in percentage rate tender the tender shall be treated as invalid and will not be considered as lowest tenderer.**
13. The department reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified bidders to any number deemed suitable by it, if too many bids are received satisfying the laid down criterion.
14. After Submission of the bid the contractor can re-submit revised bid any number of times but before last time and date of submission of bid
15. **Integrity Pact of the bid document shall be signed between** Principal investigator, **DST Project P-07/768**, Department of Extension Education, IAS, Banaras Hindu University, Varanasi **in-charge of work and the successful bidder after acceptance of the bid.**
16. The rates for all items of work, shall unless clearly specified otherwise, include cost of all operations and all inputs of labour, material, T& P, Scaffolding, wastages, watch and ward, other inputs, all incidental charges, all taxes, cess, duties, levies, GST etc. required for execution of the work.
17. The EMD can be paid in the form of Demand Draft /F.D.R /Banker's cheque of any Scheduled Bank. The intending bidder has to fill all the details such as Banker's name, Banker'scheque /Demand Draft /Fixed Deposit Receipt, amount and date.
18. Copy of documents as specified in the bid document shall be scanned and uploaded to the e-tendering website within the period of bid submission.
 - a. Online bid documents submitted by intending bidders shall be opened only of those bidders, who have deposited Earnest Money.
19. The bid submitted shall become invalid and e-tender processing fee shall not be refunded if:
 - a. The bidder found ineligible
 - b. The bidder does not deposit original EMD and tender processing fees.
 - c. The bidder does not uploaded all the documents (including GST registration) as stipulated in the bid document & the copy of EMD and tender fees.
 - d. If a tender does not quote any percentage above/ below on the total amount of the tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.
20. Intending bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent upon any misunderstanding or otherwise shall be allowed. The bidder shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the university and local conditions and other factors having a bearing on the execution of the work. Cost of site visit shall be borne by the bidder.

21. The competent authority on behalf of the University does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected.
22. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the tenders submitted by the bidders who resort to canvassing will be liable to rejection.
23. The competent authority on behalf of university reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.
24. No Engineer of gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to act as a bidder within a period of one year after his retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the bidder or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the bidder's service.
25. **List of Documents to be filled in by the bidders in various forms as indicated in Section III, to be scanned and uploaded within the period of bid submission:**

1	Copy of Original Demand Draft/ Fixed Deposit Receipt/Bank Guarantee against EMD and Copy Original Demand Draft against tender processing fees.
2	Letter of Transmittal.
3	Certificate of financial Turnover From Chartered Accountant (Form 'A')
4	Structure and Organization (Form 'B')
5	Certificate of Registration for GST and acknowledgement of up to date filed return, if any.

SECTION I

BRIEF PARTICULARS OF WORK

1. Salient Details of the work for which bids are invited are as under:

S.No	Name of Work	Estimated Cost	Period of completion
1	Construction of DST Knowledge center (single unit) with attached toilet having three feet deep foundation of brick work, all Wall thickness will be of nine-inch, size of room having (11'6" X13'6") height 10',Size of attached Indian style WC toilet having height 8' size (3'X4'), window in the room of size (3'6" X 7') fixed in walls and painted after primer, One ventilator of 2'x1' and door of 3'wide 7" height will be fixed in toilet, floor of room and toilet will be construct with 1:2:4 plain cement concrete above subbase, inside and outside walls of room and toilet will be plastered, one tap and one basin will be proved. Roof of room need to have steel sheet fixed on painted L- angles, one RCC computer platform of 2'x6"wide and 6'long of 3" thick inside the room, 2' wide front apron will be provided around the one room unit. Walls of room and toilet will be whitewashed and outer wall will be painted with yellow and red colour. Room should have electric facility for two computers, one fan, three light, Construction will be done at three villages Paranapatti, Damdipur and Cholapur in Cholapur (40 km away from Varanasi city) Block.	348,000.00	60 Days

2. The work is to be done outside the Banaras Hindu University campus, Varanasi (UP).
3. General features (Building work).
4. Work shall be executed according to general Conditions of Contract.

SECTION II

INFORMATION AND INSTRUCTION FOR BIDDERS

1.0 General:

- 1.1 Letter of transmittal and forms or deciding eligibility are given in Section III.
- 1.2 All information called for in the enclosed forms should be furnished against the relevant column in the forms. If for any reason, information is furnished on a separate sheet, this fact should be mentioned relevant column. Even if no information is to be provided in a column, a "nil" or "no such case" entry should be made in that column. If any particular/ query is not applicable in case of the bidder it should be stated as "not applicable". The bidder are cautioned that not giving it in clear terms or making any changes in the prescribed forms or deliberately suppressing the information may result in the bid being summarily disqualified.
- 1.3 The bid should be type- written; the bidder should sign each page of the application.
- 1.4 Overwriting should be avoided. Correction, if any, should be made by neatly crossing out, initialing, dating and rewriting. Pages of the eligibility criteria document are numbered. Additional sheet, if any added by the contractor, should also be numbered by him. They should be submitted as a package with signed letter of transmittal.
- 1.5 References, information and certificates from the respective clients certifying suitability, technical knowledge or capability of the bidder should be signed by an officer not below the rank of executive engineer or equivalent.
- 1.6 The bidder may furnish any relevant additional information which he thinks is necessary to establish his capabilities to successfully complete the envisaged work. He is, however, advised not to furnish superfluous information. No information shall be entertained after submission of eligibility document unless it is called for by the Owner.

2.0 Definitions: -

- 2.1 In this document the following words and expressions have the meaning hereby assigned to them.
- 2.2 Owner: - Means the Registrar BHU, acting through Principal Investigator, P-07/768, Department of Extension Education, IAS, BHU, Varanasi.
- 2.3 Bidder: Means the individual, proprietary firm, firm in partnership, limited company private or public or corporation.
- 2.4 "Year" means "financial year" unless stated otherwise.

3.0 Method of application

- 3.1 if the bidder is an individual, the application shall be signed by him above his full type written name and current address.
- 3.2 If the bidder is a proprietary firm, the application shall be signed by the proprietor above his full typewritten name and the full name of his firm its current address.
- 3.3 If the bidder is a partnership firm, the application shall be signed by all the partners of the firm above their full typewritten names and current addresses, or, alternatively, by a partner holding power of attorney for the firm. In the later case a certified copy of the power of attorney should accompany the application. In both cases a certified copy of the partnership deed and current address of all the partners of the firm should accompany the application.
- 3.4 If the bidder is a limited company or a corporation, the application shall be signed by a duly authorized person holding power of attorney for signing the application accompanied by a copy of the power of attorney. The bidder should also furnish a copy of the memorandum of articles of association duly attested by a public Notary.

4.0 Final Decision making authority.

The owner reserves the right to accept or reject any bid and annul the process and reject all the bids at any time, without assigning any reason or incurring any liability to the bidders.

5.0 Particulars Provisional.

The particulars of the work give in section I are provisional. They are liable to change and must be considered only as advance information to assist the bidder.

- 6.0 The bidder is advised to visit the site of work, at his own cost, and examine it and its surrounding to himself collect all information that he considers necessary for proper assessment of the prospective assignment.
- 6.1 The bidder should have sufficient number of technical and administrative employees for the proper execution of the contract. The bidder shall have to submit a list of these employees stating clearly how these would be involved in this work within 15 days of award of work.

7.1 Initial criteria for eligibility.

- (a) Should have satisfactorily completed three similar works each of value not less than Rs. 0.75 Lacs or Two similar works each of value not less than Rs. 1.50 Lacs or One similar work of value not less than Rs. 3.00 Lacs during last seven years previous day of last date of submission of tenders.

Explanation: -

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to last date of receipt of applications for tenders.

- (a) Similar work shall mean works of “**Construction Works**”
- (b) Should have had average annual financial turnover (gross) of Rs. 0.75 Lacs on Construction works during the last five years consecutive balance sheet duly audited by chartered Accountant. Year in which no turnover is shown would also be considered for working out the average.

8.0 Financial information

Bidder should furnish the following financial information:

Annual financial statement for the last five years in (Form “A”)

9.0 Organization Information

Bidder is required to submit the information in respect of his organization in forms “B”.

10.0 Letter of transmittal

The bidder should submit the letter of transmittal attached with the document.

11.0 The employer reserves the right, without being liable for any damages or obligation to inform the bidder, to:

- (a) Amend the scope and value of contract to the bidder.
- (b) Reject any or all the applications without assigning any reason.

12.0 Any effort on the part of the bidder or his agent to exercise influence or to pressurize the employer would result in rejection of his bid. Canvassing of any kind is prohibited.

**SECTION III
INFORMATION REGARDING ELIGIBILITY
LETTER OF TRANSMITTAL**

To

The Principal Investigator (P.I.),
DST Project P-07/768,
Department of Extension Education,
Institute of Agricultural Sciences,
Banaras Hindu University, Varanasi

Subject: Construction Of DST Knowledge Center (DKC) With Attached Toilet at villages Paranapatti, Damdipur and Cholapur , Block-Cholapur in Varanasi district..

Sir,

Having examined the details given in press notice and bid document for the above work, I/we hereby submit the relevant information.

1. I/we hereby certify that all the statement made and information supplied in the enclosed forms A to F and accompanying statement are true and correct.
2. I/we have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
3. I/we submit the requisite certified solvency certificate and authorize the Principal Investigator, P-07/768, Department of Extension Education, IAS BHU, Varanasi to approach the Bank issuing the solvency certificate to confirm the correctness thereof. I/we also The Principal Investigator (P.I.), DST Project P-07/768, Department of Extension Education, Institute of Agricultural Sciences, Banaras Hindu University, Varanasi to approach individuals, employers, firms and corporation to verify our competence and general reputation.
4. I/we submit the following certificates in support of our suitability, technical knowledge and capability for having successfully completed the following **eligible similar** works:

Sl. No.	Name of Work	Certificate from

Certificate:

It is certified that the information given in the enclosed eligibility bid of are correct. It is also certified that I/we shall be liable to be debarred, disqualified/cancellation of enlistment in case any information furnished by me/us found to be incorrect.

Enclosures:

Seal of bidder

Date of submission:

Signature(s) of Bidder(s).

FORM 'A'

FINANCIAL INFORMATION

- I. Financial Analysis – Details to be furnished duly supported by figures in balance sheet/ profit & loss account for the last five years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached).

Years				
2016-17	2017-18	2018-19	2019-20	2020-21

- (i) Gross Annual turnover on construction works.
- (ii) Profit/Loss.

II. Financial arrangements for carrying out the proposed work.

III. Solvency Certificate from Bankers of the bidder in the prescribed Form "B".

Signature of Chartered Accountant with Seal
Bidder(s).

Signature of

FORM "B"
STRUCTURE & ORGANIZATION

1. Name & address of the bidder
2. Telephone no./Telex no./Fax no.
3. Legal status of the bidder (attach copies of original document defining the legal status)
 - (a) An Individual
 - (b) A proprietary firm
 - (c) A firm in partnership
 - (d) A limited company or Corporation
4. Particulars of registration with various Government Bodies (attach attested photocopy) **Organization/Place of registration**
Registration No.
 - 1.
 - 2.
 - 3.
5. Names and titles of Directors & Officers with designation to be concerned with this work.
6. Designation of individuals authorized to act for the organization
7. Has the bidder, or any constituent partner in case of partnership firm **Limited Company/Joint Venture**, ever been convicted by the court of law? If so, give details.
8. In which field of Civil Engineering construction the bidder has specialization and interest?
9. Any other information considered necessary but not included above.

Signature of Bidder(s)

Section -B

FINANCIAL BID

INFORMATION AND INSTRUCTION FOR BIDDER FOR e-TENDERING FORMING PART OF BID DOCUMENT AND TO BE POSTED ON WEBSITE

The Principal Investigator, P-07/768, Department of Extension Education, IAS BHU on behalf of Registrar BHU, invites the online percentage rate Bids from Empaneled and eligible contractors of UWD/Local in single cover system for the following works.

S.No.	Description	
1	NIT No.	DST Project P-07/768/02
2	Name of Work & Location	Construction Of DST Knowledge Center (DKC) With Attached Toilet at villages Paranaipatti, Damdipur and Cholapur , Block-Cholapur in Varanasi district.
3	Estimated cost put to tender	348,000.00
4	Earnest Money	8,000.00
5	Period of Completion	60 days
6	Date of Bid Publishing	25/11/2021
7	Date of Pre Bid meeting	NA
8	Last date for submission of Hardcopy (e-tender processing fees and EMD) of the bid.	10/12/2021& 05:00 P.M.
9	Last Date & Time of Submission of Online Technical bid And Financial Bids	10/12/2021 & 05:00 P.M.
10	Date of opening of BID	11/12/2021& 11:30 A.M.

- The intending bidder must read the terms and conditions **e-tender** carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
- Information and Instructions for bidders posted on website shall form of bid document.
- The bid document consisting of specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website www.eprocure.gov.in or can be seen in the office of Principal Investigator, P-07/768, Department of Extension Education, IAS BHU, Varanasi from the date of publicity of tender to date of submission of tender.
- But the bid can only be submitted after giving the details of the mandatory documents such as Demand-Draft or Fixed Deposit Receipts/Banker's Cheque of any Scheduled Bank towards tender fees and EMD in favor of The Principal Investigator (P.I.), DST Project P-07/768, Department of Extension Education, Institute of Agricultural Sciences, Banaras Hindu University, Varanasi and other scanned documents as specified.
- Those bidders not registered on www.eprocure.gov.in website, are required to get registered beforehand. If needed they can be imparted training on online bidding process as per details available on the website.
- The intending bidders must have valid Class-III digital signature to submit the bid.
- On opening date of the financial bid, the bidder can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
- Bidder can upload documents in the form of JPG format and PDF format.
- The rates for all items of work, shall unless clearly specified otherwise, include cost of all operations and ll inputs of labour, material, T&P, Scaffolding, wastages, watch and ward, other inputs, all incidental charges, all taxes, cess, duties, levies, GST etc. required for execution of the work.
- Contractor must ensure to quote percentage rate for the work.
- If a tenderer does not quote any percentage above/below/at par on the total amount of the tender in percentage rate tender the tender shall be treated as invalid and will not be considered as lowest tenderer.**

Principal Investigator, P-07/768, Department of Extension Education, IAS BHU

Varanasi

e-Tendering

1. Invites the online percentage rate Bids in Two cover system for the following works:
Construction of DST Knowledge Center (DKC) With Attached Toilet at villages Paranapatti, Damdipur and Cholapur , Block-Cholapur in Varanasi district.
2. The work is estimated to cost Rs. **348,000.00**. The estimate, however, is given merely as a rough guide.
3. Agreement shall be drawn with the successful bidder on prescribed Format.
4. The time allowed for carrying out the work will be 60 days from the date of start as defined in schedule 'F' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.
5. The site for the work is available for start of the work. The architectural and structural drawings shall be made available, as per requirement of the same as per approved programme of completion submitted by the contractor after award of the work.
6. The tender document consisting of specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except Standard General Conditions of Contract Form can be seen /downloaded from website **www.bhu.ac.in**.
7. After submission of the tender the bidder can re-submit revised tender any number of times but before deadline time and date of submission of tender as notified.
8. While submitting the revised bid, bidder can revise the percentage, but before last time and date of submission of tender as notified.
9. a) Earnest Money of **Rs. 8,000.00/-** can be paid in the form of Banker's cheque/ Demand Draft / Fixed Deposit Receipt (**drawn in favor of Principal Investigator, P-07/768, Department of Extension Education, IAS BHU, Varanasi, payable at Varanasi**) of any Scheduled Bank, the same shall be scanned and uploaded to the e-tendering website within the period of tender submission.

b) e-Tender processing fees – 250/- can be paid in the form of Banker's cheque/Demand Draft **drawn in favor Principal Investigator, P-07/768, Department of Extension Education, IAS BHU, Varanasi, payable at Varanasi.**

e-Tender processing fees & and EMD document shall be scanned and uploaded to the e-tendering website within the period of tender submission and original shall be placed in single sealed envelope superscripted as (Cover1-"e-Tender processing fees & EMD") with name of work, tender id and due date of opening of the tender mentioned here on.) **and to be submitted in the office of Principal Investigator, P-07/768, Department of Extension Education, IAS BHU, Varanasi on or before 05:00 PM 10/12/2021. The bids shall be opened at 11:30 AM on 11/12/2021.**

Online Bid Documents submitted by intending bidders shall be opened only of those bidders, whose Earnest Money deposit, tender processing fees found in order.

10. The bid submitted shall become invalid and e-tender processing fee shall not be refunded if:
 - a. The bidder found ineligible
 - b. The bidder does not deposit original EMD and tender processing fees.
 - c. The bidder does not uploaded all the documents (including GST registration) as stipulated in the bid document & the copy of EMD and tender fees.
 - d. If a tender does not quote any percentage above/ below on the total amount of the tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.
11. The bidder whose bid is accepted will be required to furnish performance bank guarantee of 5% (Five Percent) of the tendered amount within the 15 days of issue of letter of acceptance. This guarantee shall be in the form of Demand Draft of any scheduled bank or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank. In case the bidder fails to deposit the said performance guarantee within the period as indicated, the Earnest Money deposited by the bidder shall be forfeited automatically without any notice to the bidder. **The earnest money deposit along with bid shall be returned after receiving the aforesaid performance guarantee. The contractor whose bid is accepted will be also be required to furnish either copy of applicable licenses/ registrations or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW welfare Board including provident fund code No. if**

applicable and also ensure compliance of aforesaid provisions by the sub contractors, if any engaged by the contractors for the said works and programme chart (time and progress) within the period specified in schedule F.

12. Description of the work as Follows: - **“Construction of DST Knowledge Center (DKC) With Attached Toilet at villages Paranapatti, Damdipur and Cholapur , Block-Cholapur in Varanasi district.”**
Intending bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent upon any misunderstanding or otherwise shall be allowed. The bidder shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the university and local conditions and other factors having a bearing on the execution of the work. Cost of site visit shall be borne by the bidder.
13. The competent authority on behalf of the University does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected.
14. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the tenders submitted by the bidders who resort to canvassing will be liable to rejection.
15. The competent authority on behalf of university reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.
16. No Engineer of gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to act as a bidder within a period of one year after his retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the bidder or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the bidder's service.
17. The bid for the works shall remain open for acceptance for a period of **15 days** from the date of opening of financial bids. If any bidder withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the Principal Investigator without prejudice to any other right or remedy, be at liberty to forfeit of the said earnest money as aforesaid. Further the bidders shall not be allowed to participate in the re-bidding process of the work.
18. The notice inviting bid shall form part of the contract document. The successful bidder, on acceptance of his bid by the Accepting Authority, have to sign the contract consisting of “The Notice Inviting bid, all the documents including Special Conditions, General Specifications/ Particular Specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto. Within 15 days from the stipulated date of start of the work.

VI. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract are supplementary, to the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions of Contract is indicated in parentheses.

1.0 (i) **Total Security Deposit**

A retention amount of @ 5% of the gross amount of the bill shall be deducted from each running bill of the bidder till the sum, will amount to Security Deposit of 5% of the tendered value of the work.

Release of Security Deposit: Security Deposit will be refunded by the Owner after completion of Defect Liability Period i.e. 12 months from date of virtual completion.

2.0

2.1 **Disallowance of payment**

Owner is authorized to disallow the payment in the subsequent bills till rectification of the work.

2.2 **Final bill**

The final bill complete in all respect shall be submitted by the bidder within 15 days from the date of submission of bill. The bill should be accompanied with the following documents.

Job completion certificate.

Site clearance certificate.

Performance guarantee duly amended to cover certified maintenance period.

Indemnity certificate towards labour payment and all statutory payments.

Certificate of test on materials etc.

Statement of accounts showing the advances taxes, deductions, security deposit at a latest position duly attested by Owner.

Certificate of measurement sheets.

Copy of the insurance policy. (Workmen compensation act and bidders all risk policy).

Original quality control record, measurement records and any other joint site records maintain at site. No claim shall be entertained after receipt of final bill.

Settlement of final bill shall be made subject to deduction of all dues payable by bidder, settlement of all disputes and furnishing of all required documents/clarifications and grant of extension of time, if any, by Owner's competent authority.

3.0 **Liquidated Damages/penalty**

0.1% per day up to a maximum of 10% (ten percent) of the Contract value from the stipulated date of completion.

4.0 **Notices**

For the purpose of all notices, the following shall be the address of the Owner and the Bidder.

Owner: **Principal Investigator, P-07/768, Department of Extension Education, IAS BHU**

Bidder: _____
(To be filled in at the time of Signing of the Contract)

5.0 **Protection of environment**

5.1 The Bidder shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.

5.2 During continuance of the contract, the Bidder and his sub-bidders shall at all times abide by all existing enactment on environmental protection and rules made there under, regulations, notifications and bye-law of the State or Central Government, or local authorities and any other law, by-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

5.3 Salient features of some of the major laws that are applicable are given below:

The Water (Prevention and Control of Pollution) Act, 1974 This provides for the prevention and control of water pollution and the maintaining and restoring of wholesomeness of water. 'Pollution' means such contamination of water or such alteration of the physical, chemical or biological properties of water or such discharge of any sewage or trade effluent or of any other liquid, gaseous or solid substance into water (whether directly or indirectly) as may, or is likely to create a nuisance or render such water harmful or

injurious to public health or safety, or to domestic, commercial, industrial agricultural or other legitimate uses, or to the life and health of animals or plants or of aquatic organisms.

The Air (Prevention and Control of Pollution) Act, 1981. This provides for prevention, control and abatement of air pollution, 'Air Pollution' means the presence in the atmosphere of any air pollutant', which means any solid, liquid or gaseous substance (including noise) present in the atmosphere in such concentration as may be or tend to be injurious to human beings or other living creatures or plants or property or environment.

The Environment (Prevention and Control of Pollution) Act,1986. This provides for the protection and improvement of environment and for matters connected to herewith, and the prevention of hazards to human beings. Other living creatures, plants and property, 'Environment' includes water, air and land and the interrelationship which exists among and between water, air and land, and human beings, other living creatures, plants, micro-organism and property.

The Public Liability Insurance ACT 1991. This provides for public liability insurance for the purpose of providing immediate relief to the persons affected by accident occurring while handling hazardous substance means any substance or preparation which is defined as hazardous substance under the Environment (Protection) Act 1986, and exceeding such quantity as may be specified by notification by the Central Government.

SALIENT / MANDATORY REQUIREMENTS FOR THE TENDER

Name of Work: Construction of DST Knowledge Center (DKC) With Attached Toilet at Paranapatti, Damdipur and Cholapur , Block-Cholapur in Varanasi district

The bidder is advised to read and examine the tender documents for the work and the set of drawings available with P.I. and on www.bhu.ac.in. He should inspect and examine the site and its surroundings by himself before submitting his tender.

- 1 Schedule of quantity is included in this tender is for components of work. If the bidder wants to offer any unconditional rebates on their rates that should be clearly mentioned.
- 2 Time allowed for the execution of work is **60 days**.
- 3 The bidder(s) shall submit a detailed program of execution in accordance with the master programme/milestone within 7 days from the date of issue of award letter.
- 4 Quality of the project is of utmost importance. This shall be adhered to in accordance with the provisions of tender specifications and guidelines given in the relevant para's.
- 5 Cement/ steel Reinforcement if available may be issued by the BHU, otherwise have to be arranged by the bidder,
- 6 The contractor (s) shall make his own arrangements for electricity and water required for the execution of work, if water supply of BHU is to be used then 1% will be deducted from the contractor Bill.
- 7 Bidder has to deploy required Plant and machinery in sufficient number on the project.
- 8 Only those specialized agencies/firms who have satisfactorily executed works as per following criteria during last 2 years are eligible for the specialized works-
 - (a) Three works each costing not less than 10% of estimated cost for concerned sub head.
Or
 - (b) Two works each costing not less than 5% of estimated cost for concerned sub head.
Or
 - (c) (c) One work costing not less than 8% of estimated cost for concerned sub head.
Approval of the specialized agencies for each specialized work shall be obtained from the P.I. within **one week** of award of work. Even if, such specialized items of work shall be executed by the specialized agencies, the work shall be deemed to be executed by the tenderer for all purposes and the
- 9 The bidder shall comply with the provisions of the Apprentices Act1961, and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Principal Investigator, may in his discretion, without prejudice to any other right or remedy available in law, cancel the contract. The bidder shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

PART-B

Civil Works

MATERIAL QUALITY ASSURANCE OF THE WORK

1. The contractor shall ensure quality control measures on different aspects of construction including materials, workmanship and correct construction methodologies to be adopted. He shall have to submit a quality assurance programme within two weeks of the award of work. The quality assurance programme should include method statements for various items of work to be executed along with check lists to enforce quality control.
2. The contractor shall get the source of all other materials, not specified in the document, approved from the P.I. The contractor shall stick to the approved source unless it is absolutely unavoidable. Any changes shall be done with the prior approval of the P.I. for which tests etc. shall be done by the contractor at his own cost. Similarly, the contractor shall submit brand / make of various materials not specified in the agreement, to be used for the approval of the P.I. along with samples and once approved, he shall stick to it.

CONDITIONS FOR CEMENT

1. The contractor shall use Portland Pozzolana Cement (conforming to IS:1489–Part-I), as required in the work, if issued by, otherwise procure the same from reputed manufacturers of cement, having a production capacity of one million tonnes or more, such as A.C.C., Ultratech, Jaypee Cement, J.K Cement and prism(approved by Principal Investigator, BHU).
2. The contractor shall supply free of charge the cement required for testing.
3. Wet curing period shall be enhanced to a minimum of 10 days or its equivalent. In hot & arid regions, the minimum curing period shall be 14 days or its equivalent.
4. Till the time, BIS makes it mandatory to print the %age of fly ash on each bag of cement, the certificate from the PPC manufacturer indicating the same shall be obtained and permission obtained from P.I. before use of such cements in works.

CONDITIONS FOR STEEL REINFORCEMENT

1. The contractor shall procure TMT bars of Fe 500D grade from primary producers such as SAIL or TISCO or Jindal.
 - 1.1 The TMT bars procured from primary producers shall conform to manufacture's specifications.
 - 1.2 TMT bars procured from primary producers, the specifications shall meet the provisions of IS1786:2008 pertaining to Fe 500D grade of steel.
2. The contractor shall have to obtain vouchers and furnish test certificates to the P.I. in respect of all supplies of steel brought by him to the site of work.
3. Samples shall also be taken and got tested by the P.I. as per the provisions in this regard in the relevant BIS codes. In case the test results indicate that the steel arranged by the contractor does not conform to the specifications as defined under para 1.1 and 1.2 above, the same shall stand rejected and it shall be removed from the site of work by the contractor this cost within a week time of written orders from the P.I. to do so.
4. For checking nominal mass, tensile strength, bend test, re-bend test etc. specimens of sufficient length shall be cut from each size of the bar at random at frequency not less than that specified below:

Size of bar	For consignment below 100 tonnes	For consignment over 100 tonnes
Under 10 mm dia bars	One sample for each 25 tonnes or part thereof	One sample for each 40 tonnes or part thereof
10 mm to 16 mm dia bars	One sample for each 35 tonnes or part thereof	One sample for each 45 tonnes or part thereof

The contractor shall supply free of charge the steel required for testing including its transportation to testing laboratories. The cost of tests shall be borne by the contractor / Department in the manner indicated below:

- a. By the contractor, if the results show that the steel does not conform to relevant BIS codes.
 - b. By the department, if the results show that the steel conforms to relevant BIS codes.
5. The actual issue and consumption of steel on work shall be regulated and proper accounts maintained as provided in clause 10 of the contract. The theoretical consumption of steel shall be worked out as per procedure prescribed in clause 42 of the contract and shall be governed by the conditions laid therein. In case the consumption is less than theoretical consumption including permissible variations recovery at the rate so prescribed shall be made. In case of excess consumption, no adjustment need to be made.
 6. The steel brought to the site and the steel remaining unused shall not be removed from site without the written permission of the P.I.
 7. Steel bars brought by the contractor for use in the work shall be got checked from the P.I. or his

- authorized representative of the work on receipt of the same at site before use.
8. If the quantity of steel actually used in the work is found to be more than the theoretical quantity of steel including authorized variation, nothing extra shall be payable to the contractor on this account. In the even to fit being discovered that after the completion of the work the quantity of steel used is less than the quantity as curtained as herein before provided (allowing variation on the minus side as stipulated in clause42). The cost of quantity of steel so less used shall be recovered from the contractor at rate as specified in schedule 'F'. Decision of the P.I. in regard to theoretical quantity of steel which should have been actually used and recovery of the rate specified shall be final and binding on the contractor.
 9. In case the contractor brings surplus quantity of steel the same after completion of the work will be removed from the site by the contractor at his own cost after approval of the P.I.
 10. Reinforcement including authorized spacer bars and lap pages shall be measured in length of different diameters, as actually (not more than as specified in the drawing) used in the work, nearest to a centimeter. Wastage and unauthorized overlaps shall not be measured.
 11. The standard sectional weights referred to as in Table 5.4 under para 5.3.4 in CPWD specifications for works 2009 Vol. 1 will be considered for conversion of length of various sizes of MS bars, Tor steel bars and TMT bars in to standard weight.
 12. Record so factual sectional weight shall also be kept dia-wise & lot-wise. The average sectional weight for each diameter shall be arrived at from samples from each lot of steel received at site. The decision of the P.I. shall be final for the procedure to be followed for determining the average sectional weight of each lot. Quantity of each diameter of steel received at site of work each day will constitute one single lot for the purpose. The weight of steel by conversion of length of various sizes of bars based on the actual weighted average sectional weight shall be termed as derived actual weight.
 13. If the derived weight as in para 14 above is lesser than the standard weight as in para 13 above, the derived actual weight shall be taken for payment. If the derived actual weight is found more than the standard weight, then the standard weight as worked out in para 13 above shall be taken for payment. In such case nothing extra shall be paid for the difference between the derived actual weight and the standard weight.
 14. Mixing of different type of steel/different grades of steel shall not be allowed in the same structural members as main reinforce men to satisfy clause 26.1 of IS:456.
 15. Tolerances on Nominal Mass (individual sample) shall be as under: -

Sl. No.	Nominal size mm	Tolerances on the Nominal Mass, percent
1	Up to and including 10	-8%
2	Over 10 up to & including 16	-6%
3	Over 16	-4%

(d) **GENERAL CONDITIONS OF CONTRACT**

A: GENERAL

1.0 Definitions

1.1 In this contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Owner and the Bidder, as recorded in the contract form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Value" means the amount payable to the Bidder under the contract for the full and proper performance of its contractual obligations.
- (c) "Contract Data" means any information provided in the Tender document and agreed to by the Bidder.
- (d) "The Work" means all labour, materials, tools and plant, equipment including government taxes and transport, that may be required in preparation of and for and in the full and entire execution and completion of "the Work".
- (e) "Services" means services ancillary to the execution of the work such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Bidder covered under the contract.
- (f) "GCC" means the General Conditions of Contract contained in this section.
- (g) "SCC" means the Special Conditions of Contract.
- (h) "The Owner" means the Principal investigator, DST Project P-07/768, Department of Extension Education, IAS, Banaras Hindu University, Varanasi.
- (i) "The Owner" means the Owner/Project Management Consultant appointed by the Owner for preparing all the drawings, details and specifications of items required for the execution of the work and supervise and monitor the execution at site along with checking and verifying Bidder's bill.
The Bidder shall offer the Engineer or any representative of Owner every facility and assistance for examining the works and materials. The Engineer or any representative of the Owner shall have power to give notice to the Bidder or to his staff, of non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued until the decision of the Owner. Such examinations shall not in any way exonerate the bidder from the obligations to remedy any defects which may be found to exist at any stage of the work or after the same is completed.
- (j) "The Bidder" means the individual or the firm executing the work.
- (k) "The Project Site" where applicable, means the place or places named in SCC.
- (l) "Day" means calendar day.

2.0 Interpretation and Application

- 2.1 These general conditions shall apply to the extent that provisions in other parts of the contract do not supersede them.
- 2.2 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Owner will provide instructions clarifying queries about the Conditions of Contract.
- 2.3 If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended completion date are for the whole of the Works.

3.0 Standards

- 3.1 The works executed by the Bidder should be carried out in most professional manner, both as regards material and otherwise, in every respect, in strict accordance with the Technical Specifications. All materials and workmanship shall so far as procurable be of the respective kinds described in the priced schedule of quantities and/ or specifications and in accordance with the Owner' instructions, and the Bidder shall upon the request of the Owner, furnish them with all invoices, accounts; receipts and other vouchers to prove that the material procured complies therewith. When no applicable standard is mentioned, the work shall be carried out as per the directions of the Owner. The Bidder shall at his own cost arrange for and / or carry out any test of materials which the Owner may require. In case of discrepancies in tender wording as regards the specifications of materials workmanship etc., written instructions will supersede the tender wording unless otherwise mentioned.
- 3.2 The Owner/Owner in their absolute discretion from time to time shall issue further drawings and/ or written instructions, details, directions and explanations which are hereafter collectively referred to as "the Owner's instructions" in regard to: -
 - a. The variation or modification of the design quality or quantity of works or the addition or omission or submission on any work.
 - b. Any discrepancy in the drawings or between the schedule of quantities and / or drawings and /or specifications/ dimensions etc.
 - c. The removal and / or re-execution of any works executed by the Bidder.

- d. The removal from the site of any materials brought thereon by the Bidder and the substitution of any other materials therefore / or rejection of the material brought on site.

4.0 Use of Contract Documents and Information

- 4.1 The Bidder shall not, without the Owners' prior written consent, disclose the contract or any provision thereof, or any specifications, plan, drawing, pattern, sample or information furnished by or on behalf of the Owner in connection therewith, to any person other than a person employed by the Bidder in performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.
- 4.2 The Bidder shall not, without the Owner's prior written consent make use of any document or information.
- 4.3 All documents included but not limited to contract agreement shall remain the property of the Owner and shall be returned (in all copies) to the Owner on completion of the Bidder's performance under the contract, if so required by the Owner.

5.0 Owner's Decisions

- 5.1 Except where otherwise specifically stated, the Owner will decide contractual matters between the Owner and the Bidder, in the role of representing the Owner.

6.0 Performance Security

- 6.1 The proceeds of the performance security shall be payable to the Owner as compensation for any loss or dues resulting from the Bidder's failure to complete its obligations under the contract.
- 6.2 The performance security shall be in one of following forms:
 - a) A Bank Guarantee form provided in Tender documents issued by a Nationalized/ Scheduled bank to the Owner or in the form of Fixed Deposit Receipt (F.D.R.).
 - b) The performance security shall be discharged by the Owner and returned to the Bidder on completion of the work and recording of the completion certificate.

7.0 Programme and Reporting

- 7.1 The bidder shall furnish to the Banaras Hindu University a bar chart laying down weekly financial and physical targets to complete the project within stipulated time for approval within fifteen days from the date of receipt of notification of award. Weekly progress report shall be furnished to the Principal Investigator, P-07/768, Department of Extension Education, IAS BHU, Banaras Hindu University showing the progress.
- 7.2 The bidder must submit every week the following information to the Owner in writing:
 - i. Number of men employed, trade wise;
 - ii. Progress achieved;
 - iii. Expected dates for completion of work;
 - iv. Any actual or potential delay in completion schedule.

8.0 Assignment and Sub-contracting

- 8.1 The whole of the works included in the Contract shall be executed by the bidder and the bidder shall not directly or indirectly transfer, assign or underlet the contract or any part, share or interest therein without the written consent of the Owner.
- 8.2 No sub-contracting shall relieve the Bidder from the full and entire responsibility of the Contract or from the active superintendence of the work during their progress.

9.0 Bidder to provide everything necessary for proper execution of work

- 9.1 The Bidder shall provide everything necessary for the proper execution of the works according to the intent and meaning of the drawings, priced schedule of quantities and specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from. If the Bidder finds any discrepancy therein he shall immediately and in writing refer the same to the Owner whose decision shall be final and binding. Further, if any sample(s) of material(s), fittings, fixtures or finished item(s), to be used in the construction work, has/have been called for from the bidder, no work related to it/these shall be executed unless the same has/ have been approved by the Owner failing which no payment shall be made to the bidder on this account. Any sample, duly approved by the Owner shall become part of the supply to be used in "the works".
- 9.2 The Bidder shall arrange for water & power supply at site at his cost for the entire work. The water to be used for construction shall be free from excessive salts and minerals that are harmful to the construction work. Making arrangement of water good for construction either through external supply or through treatment at site shall be entirely the responsibility of the Bidder. The Bidder shall on demand of the Owner / Owner get any random water samples tested at the approved testing laboratories. No extra payment shall be made for arranging water good for construction under any circumstances. No excuse for / of Municipal water / electric supply shall be entertained. The bidder shall ensure provision of electricity by generator and water by tanker transport if necessary. No claim shall be entertained on this account. In case the same will be provided by the

Owner at any stage, then water/electricity charges shall be deducted from the Bidders running bills as per actual metered consumption.

- 9.3 The Bidder shall supply fix and maintain at his cost, during the execution of any works, all the necessary power supply, water supply, centering, scaffolding, watching and lighting by night as well as by day, required not only for the proper execution but also for protection of the public and the safety of any adjacent roads, streets, pavements, walls houses, building and other erections, matters or things. The Bidder shall take down and remove any or all such centering, scaffolding, staging, planking, timbering, strutting, shoring pumping, fencing, hoarding, watching and lighting by night as well as by day, required not only for the proper execution but also for protection of the public and the safety of any adjacent roads, streets, pavements, walls houses, building and other erections matters or things. The bidder shall take down and remove any or all such centering, scaffolding, staging, planking, timbering, strutting, shoring etc. as occasion shall require or when ordered so to do so and shall fully reinstate and make good all matters and things disturbed during the execution of the works, to the satisfaction of the Owner.
- 9.4 Throughout the execution of the work, the Bidder or his representative duly authorized and fully responsible and technically conversant with the work under this agreement, acting on his behalf shall be available at the site for supervising the work. The Bidder shall make adequate arrangements for watchmen to guard the materials brought by them to the site and shall ensure the safety, breakage and any theft of materials fixed or unfixed by him. Any material, T & P brought to the site for bonafide use of the Project shall not be removed/ shifted from the site without the prior written permission of the Engineer/Owner.
- 9.5 The bidder has to provide at his cost leveling pipe, steel/ metallic tapes etc. required by the supervising staff of the Owner's/Owner' representative during execution of the work.
- 9.6 Whenever required by the Owner the Bidder shall provide shop drawings / details before execution of work and get them approved by the Owner.
- 9.7 Wherever the specifications of any item indicate the usage of approved equivalent of any material, the Bidder shall get the sample of the equivalent material approved from the Owner before execution. The approval of the equivalent material is entirely at the discretion of the Owner.

10.0 **Infrastructure:**

- 10.1 For storage of materials, bidder has to provide at his own cost sufficient fenced and covered appropriate area on site for storage of above materials with lock and key arrangement. For arranging meetings suitable sized table and chairs shall be provided by Bidder. Temporary space shall be provided to the Bidder for construction of stores for storage of materials /site office/ labour hutments for the project period.

10.1.1 **Site Establishment**

The bidder shall provide all stores, workmen and materials. All materials likely to deteriorate in the open shall be stored under suitable cover.

The security of the bidder's equipment and materials is his own responsibility. The Owner accepts no liability for loss or damage to the bidder's plant tools or materials.

The materials issued to the bidder by the Owner will remain under the custody of bidder as a trustee. However, title on the same will remain with the Owner. The bidder will be responsible for loss or damage to such materials and shall preserve them in good working conditions as required for the contract and good construction practices till such time that they are incorporated in the works and erected, aligned and fully installed in position and handed over to the Owner. In case the Owner feels that arrangements made by the bidder are not adequate he shall so advice the bidder and the bidder shall promptly take corrective action. In case the bidder fails to take corrective action, Owner shall take such corrective actions and recover the cost thereof from the bidder's bills. Accounts of such material on completion of work shall be rendered and surplus material returned to the Owner as per instructions of Owner.

The bidder shall clear away periodically or as instructed by Owner any rubbish, scrap materials, etc. and dump the same in the authorized dump sites notified by local authority/area indicated by the Owner. All construction materials shall be neatly stacked in an orderly manner as directed by the Owner and care shall be taken to allow proper access to workmen and easy movement of men, vehicles, cranes and materials.

The bidder shall maintain all the drawings carefully mounted on the board of appropriate size and well protected from the ravages of weather, termites and other insects.

The bidder shall not permit the entry to the site of any person not directly connected/concerned with the work without first having obtained the written permission of Owner.

The bidder shall submit a list of plants, equipments, tools, tackles, etc. which he will use, to perform the work. These tools, etc. shall not be removed from the site till the completion of job. A gate pass must be obtained

from the Banaras Hindu University, chief proctor office, in order to remove from site any plant equipment, tools and materials.

All items such as instructions and other pertinent data regarding erection/commissioning and maintenance should be typed and classified for transmittal in a manner approved by the Owner.

For all employees of Owner, the bidder shall conform for no misconduct from any of his workforce, failure of this will be sufficient cause for removal of such person from the site.

11.0 Messing & Accommodation

11.1 The bidder will make his own arrangements for messing and accommodation. No accommodation and messing shall be provided by the Owner.

12.0 Procurement, Consumption and Storage of Materials

12.1 The bidder shall at his own expenses, provide all materials including cement & steel required for the works. Adequate stocks of all materials required for the work are to be maintained at site. No material (unless as provided elsewhere in this document) shall be supplied by the Owner.

12.2 All materials to be provided by the bidder shall be in conformity with the detailed specifications laid down in the contract and the bidder have to prove that the materials conform to the laid down specifications, if requested by the Banaras Hindu University.

12.3 All materials required for execution of work must be got approved by the site representative of the Owner before they are actually put to use. All facilities for prior inspection of materials and subsequent inspection of work by the Site Engineer must be made available.

12.4 The bidder shall, at his own expenses and without delay, supply to the Owner samples of materials proposed to be used in the work. The Owner shall within seven days of supply of samples, or within such further period as Owner may require and intimate the bidder in writing, whether samples are approved by Owner, or not. If samples are not approved, the bidder shall forthwith arrange to supply, for their approval, fresh samples complying with the specification laid down in the contract.

12.5 The Owner shall have full powers to require removal of any or all the materials brought to site by the bidder which are not in accordance with the contract specifications or do not conform in character or quality to the samples approved Owner. In case of default on the part of the bidder in removing rejected materials, the Owner shall be at liberty to have them removed by other means. The Owner shall have full powers to direct other proper materials to be substituted for rejected materials and in the event of the bidder refusing to comply. Owner may cause the same to be supplied by other means. All risks and costs which may attend upon such removal and/or substitution shall be borne by the bidder.

12.6 Bidder shall be responsible for procurement of all materials/equipment etc. No delay due to non-availability of any material equipment will be entertained by Owner.

13.0 Method of storing the materials

13.1 The bidder shall at his own cost, provide for all necessary storage on the site in specified areas for all materials such as steel, cement and such other materials which are likely to deteriorate by the action of sun, wind, rain, dampness or other natural causes due to exposure in the compounds or in stores in such a manner that all materials, tool etc. shall be duly protected from damage by weather or any other cause.

13.2 Materials required for the works, by the bidder be stored by the bidder only at places approved by the Owner. Storage and safe custody of materials shall be the responsibility of the bidder.

All the materials including bidder's Tools & Plants brought by the bidder to the site shall become and remain the property of the Owner and shall not be removed off the site without prior written approval of the Owner/Owner. But whenever the works are finally completed and advances, if any, in respect of such materials are fully recovered, the bidder shall at his own expenses forthwith remove from the site all surplus materials supplied by him and upon such removal, the same shall revert in and become the property of the bidder.

14.0 Shuttering and Scaffolding Materials

14.1 It shall be desirable to have adequate amount of shuttering and scaffolding materials to complete the work speedily and Owner decision so as to the quantum of these desirable/ resources of the site shall be final and binding.

15.0 Completion of Work

15.1 Before finally leaving site, all the Bidders stores, plant, tools and rubbish shall be removed and the site left clean and tidy. The space allocated by Owner shall be vacated and handed over to the Owner.

16.0 Water and Electricity for Construction work

16.1 Water & Electricity as per relevant section's mentioned above

17.0 Employment of Labour

- 17.1 The bidder shall comply with the requirement of statutory provisions and shall be solely responsible for fulfillment of all legal obligations under Contract Labour (R&A) Act, Inter State Migrant Workmen (Registration of Employment and condition of Service Act, payment of Wages Act., Minimum Wages Act, Workmen's Compensation act, Factories Act, Employee's Provident Fund & Miscellaneous Provisions Act, Payment of Bonus Act, Payment of Gratuity Act, Industrial Disputes Act and all other Industrial/Labour enactments and Rules made there under as applicable from time to time. In case Owner incurs any liability towards payment of any dues, compensation, cost of any other liability of any kind whatsoever, due to non-fulfillment of statutory provisions under any industrial/labour laws by the bidder, the same shall be made good by the bidder and Owner shall have full right to recover and claim the same against the bidder from his outstanding bills or otherwise. No Labour to stay at site.
- 17.2 The bidder will be expected to employ on the work only his regular skilled employees with experience of this particular work. The permission of the Owner must be obtained before tradesmen are recruited locally for the work. This rule does not apply to unskilled labour. No female labour shall be employed in dark hours/ i.e. hours prohibited under the applicable law. No person below the age of eighteen years shall be employed at any point of time. The bidder shall pay, to each person, the wages as per minimum Wages Act.
- 17.3 All traveling expenses including provision of all necessary transport to and from site, lodging allowances and other payments to the bidder's employees are his own responsibility.
The hours of work on the site shall be decided by the Owner and bidder shall adhere to the same.
All bidders employees shall wear safety helmet and such identifications marks as may be provided by bidder on work site and duly approved by Owner.
All notices displayed on the site and any instructions issued by the Owner shall be strictly adhered to by the Bidder's and/or his sub-bidders employees.
The bidder shall be required to maintain employment records as covered in relevant Acts and produce documentary evidence to the effect that he has discharged his obligations under the Employees Provident Fund Act 1952, and ESI Act, 1948 Group Insurance and other Acts for the workmen working at site.

18.0 Working and Safety Regulations

- 18.1 The bidder shall observe all statutory safety and legal requirements regulations issued by Central and State Governments applicable to the work as well as any local regulations applicable to the site issued by the Owner or any other authority.

19.0 Particular attention is drawn to the following:

In case of accident, the Owner shall be informed in writing forthwith and First-Aid, Hospitalization shall be provided by the Bidder. The bidder shall strictly follow regulations laid down by Govt. and State authorities in this regard and all cases are to be defended by the bidder. The Owner shall not refund any insurance claims. Bidder shall fence his plant, platforms, excavations etc.
Compliance with all electricity regulations.
Compliance with statutory requirements for inspection and test of all lifting appliances and auxiliary lifting gear. Staircase, doors or gangways shall not be obstructed in any way that will interfere with means of access of escape.
Where it is necessary to provide and/or store petroleum products or petroleum mixtures and explosive, the bidder shall be responsible for carrying out such provision and/or storage in accordance with the rules and regulation laid down in Petroleum Act 1934. Explosive Act 1948 and Petroleum and Carbide of Calcium Manual Published by the Chief Inspector of Explosive of India. All such storage shall have prior approvals of the Owner. In case any approval or clearance from Chief Inspector of Explosive or any statutory authorities is required, the bidder shall be responsible for obtaining the same.
The bidder shall have his own Fire Fighting Extinguishers and Equipment.
The bidder shall be responsible for the provision of all safety notices safety equipments including the safety gadgets for his workmen required by both the relevant legislation and such as the Owner may deem necessary.
While working at heights, safety belts and safety helmets shall necessarily be used.

20.0 Owner's and Bidder's Risks

- The Owner carries the risks, which this Contract states are The Owner risks, and the Bidder carries the risk, which this Contract states are The Bidder's risks.
- 20.1 Owner's Risks- The Owner is responsible for the excepted risks which are (a) insofar as they directly affect the execution of the Works. These include war, hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection of military or usurped power, civil war, riot commotion or disorder (unless restricted to the Bidder's Employees), and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive, or (b) a cause due solely to the design of the Works, other than the Bidder's design.
- 20.2 Bidder's Risks- All risks of loss or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Bidder.

- 20.3 The Bidder shall be responsible for all injury to persons, animals or things, and for all damages to the structural and/or decorative part of property which may arise from the operations or neglect of himself or of any sub-bidder or of any of his or sub-bidder's employees whether such injury or damage arises from carelessness accident or any other causes whatsoever in any way connected with the carrying out to the Contract. This clause shall be held to include inter alia any damage to buildings, whether immediately adjacent or otherwise and any damage to roads, footpaths, or ways as well as all damage caused to the buildings and the work forming the subject to this Contract by frost, rain or other inclemency of the weather. The Bidder shall indemnify the Owner and hold him harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of Government or otherwise and also in respect of an award of compensation or damages consequent upon such claim.
The bidder shall make good all damages of every sort mentioned in the Clause, as to deliver up the whole of the Contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties.

21 Insurance

- 21.1 The Bidder shall provide, in the joint names of the Owner and the Bidder, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Bidder's risks and shall be covered under respective policies as under :
- (a) Workmen Compensation Policy;
 - (b) Bidder's All Risk Policy;
 - (c) Third Party Insurance.
- 21.2 Policies and certificates for insurance shall be delivered by the Bidder to the Owner for the Owner's approval before the Date of Start of work i.e. date of execution of the contract. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
- 21.3 If the Bidder does not provide any of the policies and certificates required, the Owner may effect the insurance which the Bidder should have provided and recover the premiums the Owner has paid from payments otherwise due to the Bidder or if no payment is due, the payment of the premiums shall be a debt due.
- 21.4 Alterations to the terms of the insurance shall not be made without the approval of the Owner or Owner.
- 21.5 Both parties shall comply with the conditions in the insurance policy.

22 Setting out Works

- 22.1 The bidder shall set out the works and responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions and alignment of all parts thereof, if at any time any error shall appear during the progress of any part of works the bidder shall at his own expenses rectify such error, if called upon to the satisfaction of the Owner.

23 Bidder to remove all offensive matter, non-suitable material etc immediately.

- 23.1 All debris, excavated soil, filth or other matter of an offensive nature taken out of any trench, sewer, drain cesspool or other place shall not be deposited on the surface but shall be at once carted away by the bidder out of the premises/ site under intimation to concerned authorities.
- 23.2 Any material brought on site if found unsuitable shall be removed from site at once by the Bidder under intimation to the concerned authorities.

24 Inspections by Owner

- 24.1 The representative of the Owner at all times have free access to the works and /or to the workshops, factories or other places where materials are being prepared or constructed for the Contract and also to any place where materials are lying or from which they are being obtained. No person except the representatives of Public authorities shall be allowed on the work at any time without the written permission of the Owner. If any work is to be done at a place other than the site of the works, the Bidder shall obtain written permission of the Owner for doing so.
- 24.2 The Owner and their representatives shall have the right to test and/ or inspect the works to confirm their conformity to the contract, at all times, whenever in progress either on the site on the Bidder's premises wherever situated or any firm or company where work in connection with this contract may be in hand. All records, registers or documents relating to the works including materials used on works shall be kept open to the inspection of the Owner or his Authorized representative when so called for in writing.
- 24.3 The Bidder shall get the quality of work done inspected for material and workmanship at different stages of execution as per instructions given by the Owner or their representative time to time. Any item of work done which is found not conforming to the Contract shall be rejected by the Owner. The decision of the Owner in such cases shall be final.
- 24.4 The inspections and tests may be conducted on the premises of the Bidder or at the Project site. When carried out on the premises of the Bidder or its sub-Bidder(s), all reasonable facilities and assistance including access to drawings and production data shall be furnished to the inspectors at no charge to the Owner.

- 24.5 Should any inspected items of work fail to conform to the specifications, the Owner shall communicate them and the Bidder shall either replace them or make all alterations necessary to meet specification requirements free of cost to the Owner.
- 24.6 The Bidder shall permit the Owner/Architect to inspect the Bidder's accounts and records relating to the performance of the Bidder and to have them audited by auditors appointed by the Owner, if so required.

25 **Covering Up/Uncovering of Works**

- 25.1 No part of the works shall be covered up without the approval of Owner and the Bidder shall afford full opportunity for examination and inspection by the Owner/Architect. The bidder shall give due notice to the Engineers of University about the work to be covered up for its measurements and examination. The Engineer shall within a reasonable time attend for the purpose of examining such work, unless the Engineer specifically advises the Bidder in writing of his unwillingness not to attend for such examination in which case the Bidder may proceed further with the Contract work.
- 25.2 Should the Owner consider it necessary in order to satisfy himself as to the quality of the work, the Bidder shall at anytime during the continuance of the contract pull down or cut into any part of the work and make such opening into and to such an extent through the same, as the Engineer may direct and the Bidder shall make good the whole to the satisfaction of the Engineer, should the work prove to be faulty or in any respect not in accordance with the terms of the contract documents, the Engineer shall be at liberty to order such further removal as he may consider necessary and the whole of the expenses incurred shall be borne by the bidder. If however, the work proves to be sound and in accordance with the contract document, the actual expenses incurred in such examination will be borne by the Owner.
- 25.3 Rates charged by the Bidder for works performed under the contract shall not vary from the rates quoted by the Bidder in its Tender, with the exception of any price adjustments authorized in SCC or in the Owner's request for Tender validity extension, as the case may be.
- 25.4 If requested by the Owner, the Bidder shall provide the Owner with a detailed cost breakdown of any rate in the Schedule of Quantities.
- 25.5 The Owner may at any time / stage of execution demand for the Analysis of Rates for any item / items of work which in their opinion is / are abnormally high / low rates or required for the Analysis of Rates of other tender / extra item / items. The Bidder is bound to present the same and if the Bidder is unable to present a justified Analysis of Rates for any item / items, the rate / rates for such item may be adjusted accordingly and the decision of the Owner in such cases shall be final.

26 **Change in the order/ Extra items of work**

- 26.1 The Owner may at any time, by written order given to the Bidder, make alterations in, omissions from, additions to, or substitutions for, in drawings, designs or specifications or quantities of the items of work
- 26.2 BHU reserves to itself the right of omission of any item of work from the awarded tender at any time / stage during the execution of work and award the same to another agency / bidder.
- 26.3 The Owner may at any time, by written order given to the Bidder, increase the scope of work or include any new item of work. The Bidder shall be bound to carry out such works, the rates for which shall be arrived at on the basis of the CPWD Schedule of Rates or if the Schedule is silent by standard methods of rate analysis as derived by the Owner/Architect.
- 26.4 If any such changes cause an increase or decrease in the cost of, or the time required for the Bidder's performance of any part of the work under the contract, whether changed or not changed by the order, an equitable adjustment shall be made in the contract value or work schedule, or both, and the contract shall accordingly be amended. Any claims by the Bidder for adjustment under this clause must be asserted within seven (7) days from the date of the Bidder's receipt of the Owner's change order.

27 **Payment**

- 27.1 The method and conditions of payment to be made to the Bidder under the contract shall be specified in SCC.
- 27.2 Payment shall be made promptly by the Owner within fifteen (15) days of certification of the bill by the Owner. A retention amount of 10% of Gross value of each running bill shall be deducted from each running payment as Security Deposit subject to maximum of 5% of the total contract value.
- 27.3 All intermediate running payments to the bidder shall be regarded as payments by way of advance against the final payment and shall not preclude the requiring of bad, unsound and imperfect or unskillful work to be removed, taken away and reconstructed or re-erected.

28 **Variations and Provisional Cost:**

- 28.1 Where work cannot be measured and valued properly, the Bidder shall be allowed day work rates on the prices prevailing when such work is carried out (unless otherwise provided in the contract):
- 28.2 Provided that in any case voucher specifying the time daily spent upon the work (and if required by the Owner the workman's names) and the materials used shall be delivered for verification to the Owner, his no dizing representative not later than the end of the week following that in which the work has been executed. Effect

shall be given to the measurement and valuation of variations in interim Certificates and by adjustment of the total Contract Value.

29 Claims for Extra or for Deductions

- 29.1 The Owner shall not be responsible for the payment of any claim for extra work not included in the contract nor the Bidder shall be entitled to claim any addition to the contract sum in respect of any changes or alterations in the materials used unless the same shall have been ordered or sanctioned, as the case may be, in writing by the Owner.
- 29.2 The Bidder has to submit a monthly return by 10th of the ensuing month for any extra work which in his opinion is not covered by the contract agreement through the Owner's/ Owner's representatives and obtain a receipt from the authorized signatory of the Owner. Failing this, he shall have no right to any such claim, whatsoever may be the circumstances, later on.
- 29.3 In the event of any dispute arising either as to validity of the claim or as to the account to be paid or allowed in respect thereof, the decision of the Owner shall be final and binding on the bidder. In the meantime, the Bidder may either proceed with the work in question or suspend the same as may be determined by the Owner.
- 29.4 All extra works (those permitted by Owner) of every description shall be executed by bidder on site of work in pursuance of any of the provision of the contract, shall be measured up, and shall be paid according to actual quantities ascertained by such measurements and the prices as finalized by the Owner based on the priced schedule of quantities so that such priced schedule of quantities shall include all such operations and accessories as appear in the said schedule of prices or specification to be or shall in the opinion of the Owner the contingencies upon the works mentioned in such schedule of prices or required to make such works perfect and fit for use.
- 29.5 Provided also that if any work shall be ordered by the Owner and executed by the Bidder for the payment of which no provision in the opinion of the Owner have been made in the priced schedule of quantities or the specifications, the Owner shall fix and determine such prices for the same based on the prices appearing in the priced schedule of quantities, such allowance being made as may seem to the Owner sufficient for any difference in the character of conditions of the work. However, rates for extra items shall be fixed on the basis of actual rate analysis.
- 29.6 The Owner may at any time / stage of execution demand for the analysis of rates for any item / items of work which in their opinion is / are with abnormally high / low rates or required for the analysis of rates of other tender / extra item / items. The Bidder is bound to present the same and if the Bidder is unable to present a justified analysis of rates for any item / items, the rate / rates for such item may be adjusted accordingly and the decision of the Owner in such cases shall be final and binding.

30 Removal of Imperfect Work.

- 30.1 If, it shall appear that the work has been executed with unsound, imperfect or unskilled workmanship, or with material of any imperfect or any inferior quantity or otherwise not in accordance with the contract documents the Bidder shall at his own cost rectify, reform, remove, or reconstruct the same, wither in the whole or in part, as may be directed by the University Engineer, whether or not the value of any such work or materials shall have been included in any payment made to the Bidder.
- 30.2 The Bidder shall remove all malba etc., wash and clean the floors and hand over the site quite clean on the completion of the work.

31 Delay in the Bidder's performance

- 33.1 Execution of the work and performance of the services shall be done by the Bidder in accordance with the time schedule specified by the Owner in the Notice for Invitation of Tenders.
- 33.2 If, at any time during performance of the contract, the Bidder should encounter conditions impeding timely execution of the works and performance of services, the Bidder shall promptly notify the Owner in writing of the fact of the delay, its likely duration and its cause(s). As soon as possible, after receipt of the Bidder's notice, the Owner shall evaluate the situation and may, entirely at its discretion, extend the Bidder's time for performance with or without liquidated damages.

34.0 Liquidated Damages.

If the Bidder fails to execute any or all of the works or to perform the services within the period(s) specified in the contract, the Owner shall deduct from the contract value, as liquidated damages, a sum specified in the SCC for each day delay until actual completion or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Owner may consider termination of the contract.

35.0 Termination

- 35.1 The Owner may without prejudice to any other right or remedy, by written notice (of fifteen days) of default sent to the Bidder, terminate the contract in whole or part:

- a) if the Bidder fails to complete any or all of the works within the period(s) specified in the NIT or any amendment thereof, or within any extension thereof granted by the Owner, or
- b) if the Bidder fails to perform any other obligation(s) under the contract,

35.2 In the event, the Owner terminates the contract in whole or in part, the Owner may procure, upon such terms and in such manner as it deems appropriate, works or services similar to those unexecuted and the Bidder shall be liable to the Owner for any excess costs for such similar work or services. However, the Bidder shall continue the performance of the contract to the extent not terminated.

35.3 In the event, if the Owner decide reduce the scope of work due to any circumstances owner have full right to reduce the scope of work, and bidder have to accept the reduced scope of work and execute the work accordingly.

36.0 Force Majeure

36.1 The Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination by default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

36.2 For purposes of this clause, "Force Majeure" means an unforeseeable event beyond the control of the Bidder and is not because of the Bidder's fault or negligence. Such events may include acts of the Owner either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics.

36.3 If a Force Majeure situation arises, the Bidder shall promptly notify the Owner in writing of such conditions and the cause thereof. Unless otherwise directed by the Owner in writing, the Bidder shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

37.0 Termination for Insolvency

37.1 The Owner may at any time terminate the contract by giving written notice to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Bidder, provided such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Owner.

37.0 Termination for Convenience

The Owner, by written 30 days prior notice sent to the Bidder, may terminate the contract, in whole or in part, at any time for its convenience. The notice shall specify that the termination is for Owner's convenience, the extent to which performance of the Bidder under the contract is terminated, and the date upon which such termination becomes effective.

The items of work that are complete and ready within (1) month after the Bidder's receipt of notice of termination shall be accepted by the Owner at the contract terms and values. For the remaining works, the Owner may elect;

- a) to have any portion completed at the contract terms and value and/or
- b) to cancel the remainder and pay to the Bidder an amount, finalized by the Owner, for partially completed works and for materials and parts previously procured by the Bidder.

39.0 Resolution of Disputes

39.1 The Owner and the Bidder shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

If, after thirty (30) days from the commencement of such informal negotiations, the Owner and the Bidder have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolutions to the formal mechanisms specified in the SCC.

39.2 All disputes should be under the Jurisdiction of civil court Varanasi.

40.0 Governing language

40.1 The contract shall be written in English language. All correspondence and other documents pertaining to the contract that are exchanged by the parties shall be written in the same language.

41.0 Governing law

41.1 The contract shall be governed by the laws of The Union of India for the time being in force. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in Varanasi and only the courts in Varanasi alone shall have exclusive jurisdiction to determine the same.

42.0 Notices

42.1 Any notice given by one party to the other pursuant to this contract shall be sent to other party in writing or by cable, telex, email or facsimile and confirmed in writing to the other party's address specified in SCC. A notice shall be effective on the date on which it is delivered, or on the notice's effective date, whichever is later.

43.0 Discoveries

43.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Owner. The Bidder is to notify the Owner of such discoveries and carry out the Owner's instructions for dealing with them.

44.0 Dismissal of workmen:

44.1 The bidder on request from the Owner, immediately dismiss from the works any person employed by him who may be found in the opinion of the client to be unsuitable or incompetent or who has shown misconduct.

45.0 Working Hours:

45.1 Normal working hours shall be from 9.00 a.m. to 6.00 p.m. No construction work of important structural nature shall be carried out on Sundays, Holidays and during nights. However, permission to work beyond normal working hours can be granted by the Owner/ Owner in exceptional circumstances to achieve the target schedule of completion.

B. TIME CONTROL

46.0 Programme

46.1 Within the time stated in the Contract Data the Bidder shall submit to the Owner for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the works, along with weekly cash flow forecast.

An update of the Program shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.

The Bidder shall submit to the Owner, for approval, an updated Program at intervals no longer than the period as stated in the clause no. 7.1. If the Bidder does not submit an updated Program within this period, the Owner may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue program has been submitted.

The Owner's approval of the Program shall not alter the Bidder's obligations. The Bidder may revise the Program and submit it to the Owner again at any time. A revised Program is to show the effect of Variations.

At any stage of work, Owner award any item/part of item of work to bidder's workman/ external agency, if in their opinion, the progress of work is suffering because of that. The work done will be added to the Bidder's bill and the amount paid for the job will be deducted from the Bidder's account.

47.0 Delay and Extension of time

If in the opinion of the Owner the work be delayed (a) by force majeure or (b) by reason of any exceptionally inclement weather or (c) by reason of proceedings taken or threatened by or disputes with adjoining or neighboring owners or public authorities or (d) by delays of other bidder or Tradesmen engaged by the Owner or the Owner and the works not referred to in the Schedule of Quantities and/or specification or (e) by reasons of Owner's instruction as per Clause No. 2 or (f) by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building trades or (g) in consequence of the bidder not having received in due time necessary instructions from the Owner for which he shall have specially applied in writing or (h) from other cause which the Owner may certify as beyond the control of the bidder or (i) by reason of non-payment of interim certificate at specified time, the Owner shall recommend for approval by the Owner a fair and reasonable extension of time for completion of the Contract works. In case of strike or lockout the bidder shall as soon as may be given written notice thereof to the Owner, but the bidder shall nevertheless constantly use his endeavors to prevent delay and shall do all that may reasonably be required to the satisfaction of Owner to proceed with the work.

C. QUALITY CONTROL

48.0 Identifying Defects

48.1 The Owner/Architect shall check the Bidder's work and notify the Bidder of any Defects that are found. Such checking shall not affect the Bidder's responsibilities. The Owner may instruct the Bidder to search for a Defect and to uncover and test any work that the Owner/Architect consider may have a Defect.

49.0 Correction of Defects

49.1 The Owner shall give notice to the Bidder of any Defects before the end of Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability period shall be extended for as long as Defects remain to be corrected.

49.2 Every time notice of Defect is given, the Bidder shall correct the notified Defect within the length of time specified by the Owner's notice.

50.0 **Uncorrected Defects**

50.1 If the Bidder has not corrected a Defect within the time specified in the Owner' notice, the Owner will assess the cost of having the Defect corrected, and the Bidder will pay this amount.

D. COST CONTROL

51.0 **Schedule of Quantities**

51.1 The Schedule of Quantities shall contain items for the construction work, installation, testing, and commissioning work to be done by the Bidder.

51.2 The Schedule of Quantities is used to calculate the Contract Price. The Bidder is paid for the quantity of the work done at the rate in the priced Schedule of Quantities for each item.

52.0 **Variations**

52.1 All variations in the programme pursuant to clause no. 7.0 of GCC shall be included in the updated programmes produced by the Bidder.

53.0 **Payments for Variations**

53.1 The Bidder shall provide the Owner with a quotation (with breakdown of unit rates) for carrying out the Variation when requested to do so by the Owner. The Owner with recommendations from Architect shall assess and finalize the quotation, which shall be given within seven days of the request or within any longer period stated by the Owner and before the Variation is ordered.

53.2 If the Bidder's quotation is unreasonable, the Owner/Architect may order the Variation and make a change to the Contract Price which shall be based on Owner' own forecast of the effects of the Variation on the Bidder's costs.

53.3 If the Owner decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and shall be treated as a Variation.

53.4 The Bidder shall not be entitled to additional payment for costs, which could have been avoided by giving early warning.

E: FINISHING THE CONTRACT

54.0 **Completion Certificate**

54.1 The Bidder shall request the Owner to issue a Certificate of Completion of the Works.

55.0 **Taking Over**

55.1 The Owner shall take over the Site and the Works within seven days of the Owner issuing a certificate of Completion. Before handing over the site, the bidder must obtain a site clearance certificate from the Owner.

56.0 **Final Account**

The Bidder shall supply to the Owner a detailed account of the total amount that the Bidder considers payable under the Contract before the end of the Defects Liability Period. The B.H.U. shall issue a Defect Liability Certificate and certify any final payment that is due to the Bidder within 5-6 days of receiving the Bidder's account if it is correct and complete. If it is not, the Owner shall issue within 5-6 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Owner shall decide on the amount payable to the Bidder and issue a payment certificate within 5-6 days of receiving the Bidder's revised account.

PARTICULAR SPECIFICATION AND SPECIAL CONDITION OF WORK

1. EARTHWORK

The works shall be done in accordance with CPWD specifications.

2. CONCRETE WORK

The concrete work shall be done in accordance with the CPWD specifications. All the works done up to plinth level will be measured and paid in foundation work up to plinth level. Nothing extra will be paid for higher plinth level.

3. BRICKWORK

The brick work shall be carried out with local first class bricks of crushing strength not less than 75 kg/cm² and conforming to class designation 75 as per CPWD specifications or as specified. The rates shall also include for leaving chases /notches for dowels /cramps for all kinds of come over brick work. All the work done up to plinth level will be measured and paid as foundation work up to plinth level. Nothing extra will be paid for higher plinth level.

4. SANITARY INSTALLATIONS, WATER SUPPLY AND DRAINAGE

4.1 The work of water supply and sanitary installations shall be got executed by the agency as approved by P.I.

(ii) The entire plumbing drawing and sanitary installation drawing/details shall be submitted by the contractor and got approved by the P.I. before the execution.

(iii) The entire responsibility for the quality of work will however rest with the building contractor only.

4.2 The working general shall be carried out as per CPWD specifications. Rate includes all materials, labour and all the operations mentioned in the respective items unless and otherwise specifically mentioned.

4.3 Vitreous China sanitary fittings, procured from producer of reputed firms shall only be used subject to approval of samples by the P.I. unless otherwise specified in the items.

4.4 CP Brass pillar taps, bibcocks, flush valves angle etc. Shall be of make Jaguar/ hindware/ player or equivalent as per sample approved by the P.I. CP Brass bib cock/stop cock shall be fixed with heavy duty CP flange.

4.5 SCI, CI Pipes and its fittings shall conform to the BIS specification wherever required and making good the same for which nothing extra shall be paid.

4.6 The tendered rates shall include the cost of cutting hole sinewalls, floors, RCC slabs etc. Wherever required and making good the same for which nothing extra shall be paid.

4.7 The SCI pipe wherever necessary shall be fixed to RCC columns, beams etc. with drawl plugs of approved quality and nothing extra shall be paid for on this account.

4.8 The contractor shall give as at its factory performance test of the entire installation(s) before the work is finally accepted and nothing extra shall be payable to the contractor on this account.

4.9 Sensor operated flush valves shall be of make "AOS" or "ASRA" or equivalent.

4.10 PorSand floor traps (long arm up to 90 cm length or more) in WCs shall be of deep seal type of RIF make or equivalent and shall have a minimum water seal of 75mm. Floor traps (long arm up to 90cm length or more) shall have a minimum water seal of 50 mm.

4.11 The contractor shall be responsible for all the protection of sanitary, water supply fittings and fixtures against pilferage and breakage during the period of installation until the completion / handing over of the work.

4.12 The pig lead to be used in jointing 100 mm, 75 mm, 50 mm SCI pipe joints shall not be less than 0.98kg, 0.88kg and 0.77 kg per joint, respectively. A variation of 5% is allowed on higher side. However, in case of variation on lower side, the quantity of pig lead less used shall be recovered from the contractor at market rate to be determined by the P.I. whose decision in the matter shall be final.

4.13 The contractor shall submit completion plans for water supply internal sanitary installations and building drainage work within thirty days of the date of completion. These plans are to be submitted on drawings prepared preferably through computers (1 original copy + 3 photocopies) on suitable scales to show the general arrangement and desired details in case the contractor fails to submit the completion plans as aforesaid security deposit shall not be released.

5. ADDITIONAL TERMS & CONDITIONS FOR WATER PROOFING TREATMENT

The bidder shall associate himself with the specialized firm, to be approved by the P.I. in writing, for water proofing treatment for basement/lower ground floor, underground tank and on roofs. Guarantee in the prescribed proforma attached with tender document shall be given by the specialized firm, for a period of ten years from the date after the maintenance period prescribed in the contract, which shall be counter signed by the bidder as token of overall responsibility. In addition, 10% (ten percent) of the cost of water proofing items shall be retained as guarantee to watch the performance of the work done. However, half of this retained amount will be released after five years, if the performance of the work done is found satisfactory.

If, however any defect is noticed during the guarantee period, it shall be rectified by the bidder within seven days of intimation. In case it is not attended to, the same will be got done by another agency at the risk and cost of the bidder. This guarantee deposit can however be released in full if a bank guarantee of equivalent amount for 10 years is produced and deposited with the department by the bidder.

6. **RCC WORK (ORDINARY)**

- 6.1 Water cement ratio for ordinary RCC work shall not be more than 0.50. Contractor shall use concrete mixture of proper design and arrangement for measuring water for mixing of concrete.
- 6.2 In respect of all projected slabs at all levels including cantilever canopy the payment for the RCC work shall be made under the item RCC slabs. The payment for shuttering at the edges shall be made under item of centering and shuttering of RCC slabs. Nothing extra shall be paid for the side shuttering at the edge of these projected balconies and projected verandah slabs.

PERFORMANCE GUARANTEE BOND

In consideration of the Banaras Hindu University having agreed under the terms and conditions of agreement No..... dated..... made between And (herein after called "the contractor(s)") for the work..... (hereinafter called "the said agreement") having agreed to production of air revocable Bank Guarantee for..... (Rupees.....only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement,

1. We..... herein after referred to as "the Bank") hereby undertake to pay to Banaras Hindu University an amount not exceeding Rs..... (.....only) on demand by the Banaras Hindu University.
(Indicate the name of the bank)
2. Wedo hereby undertake to pay the amounts due..... and payable (Indicate the name of the Bank) under this Guarantee without any demur, merely on a demand from the Banaras Hindu University stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding (Rupees.....only).
3. We, the said bank, further undertake to pay to the University any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payments made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.
4. Wefurther agree that the guarantee herein contained shall (Indicate the name of the Bank) remain in full force and effect during the period that would be taken for performance of the said agreement, and it shall continue to be in force and effect till all the due soft he Banaras Hindu University under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till P.I. on behalf of the University certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.
5. We(indicate the name of bank) further agree with the Banaras Hindu University that Banaras Hindu University shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Banaras Hindu University against the said contractor(s) and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the University or any indulgence by the Banaras Hindu University to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We (Indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Banaras Hindu University in writing.
8. This guarantee shall be valid up to..... Unless extended on demand by Banaras Hindu University. Not with standing anything mentioned above, our liability against this guarantee is restricted to..... (Rupees.....only) and unless acclaim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged. Dated theday of for (Indicate the name of the Bank)

CONTRACTORS FOR REMOVAL OF DEFECTS AFTER COMPLETION RESPECT WATERPROOFING WORKS

(BASEMENT/LOWER GROUND FLOOR/UNDER GROUND TANK/ROOF)

The Agreement Made This.....day ofTwo thousand between and son of (hereinafter called Guarantor of the one part) and the Banaras Hindu University.

WHEREAS THIS agreement is supplementary to a contract (hereinafter called the contract) dated.....and made between the GUARANTOR OF THRONE part the Banaras Hindu University of the other Part, whereby the contractor, inter alia, undertook or end the buildings and structures in the contract recited completely water and leak-proof.

AND WHERE AS THE GUARANTOR agreed to give a guarantee to the effect that the said structures will remain water and leak-proof for ten years from date after the maintenance period prescribed in the contract.

NOW THE GUARANTOR hereby guarantees that water proofing treatment given by him will render the structures completely leak proof and the minimum life of such water proofing treatment shall be ten years to be reckoned from date after the maintenance period prescribed in the contract.

Provided that the Guarantor will not be responsible for the leakage caused by earthquake or structural defects or misuse of roof or alteration and for such purpose:

1. Misuse of roof shall mean any operation which will damage proofing treatment, like chopping of firewood and things of the same nature which might cause damage to the roof.
2. Alteration shall mean construction of an additional storey or a part of the roof or construction adjoining to existing roof whereby proofing treatment is removed in parts.

The decision of the Engineer-in-charge with regard to cause of leakage/seepage shall be final.

During this period of guarantee the guarantor shall make good all defects and in case of any defect being found, render the building water proof to the satisfaction of the Engineer-in-charge at his cost and shall commence the work for the rectification within seven days from the date of issue of the notice from the Engineer-in-charge calling upon him to rectify the defects failing which the work shall be done by the department by some other agency contractor at the GUARANTOR's risk and cost. The Decision of the Engineer-in-charge as to the cost payable by the Guarantor shall be final and binding.

That if guarantor fails to make good all defects or commits breach there under then the Guarantor will indemnify the principal and his successors against loss, damage, cost expense otherwise which may be incurred by him by reason of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and /or damage and /or cost incurred by the Banaras Hindu University the decision of the P.I. will be final and binding on the parties.

IN WITNESS WHEREOF these presents have been executed by the GUARANTOR and by and for and behalf of the

..... University on the day, month and year first above written SIGNED, SEALED AND delivered by GUARANTOR in the presence of:

- 1.....
- 2.....

SIGNED FOR AND ON BEHALF OF REGISTRAR, BANARAS HINDU UNIVERSITY BYin the presence of:

- 1.....
- 2.....

TO BE EXECUTED BY THE CONTRACTOR FOR REMOVAL OF DEFECTS
AFTER COMPLETION IN RESPECT OF STONEWORKS

The Agreement Made This..... day of.....Two
Thousand and Between son of(hereinafter called
the GUARANTOR of the one part) and the Banaras Hindu University

WHEREAS THIS agreement is supplementary to a contract (Hereinafter Called The
Contract) dated_____and
made between the GUARANTOR OF THE
ONE PART AND the Banaras Hindu University of the other part, whereby the contractor interalia, undertook to render
the work in the said contract recited structurally stable workmanship, finishing and use of sound materials.

AND WHEREAS THE GUARANTOR agreed to give a guarantee to the effect that the said work will remain structurally
stable guaranteed against faulty workmanship, finishing and unsound materials and other related problems.

NOW THE GUARANTOR hereby guarantee that work executed by him will remain structurally stable after the expiry of
maintenance period prescribed in the contract for the minimum life of five years be reckoned from the date after expiry
of maintenance period prescribed in the contract.

The decision of the P. I. with regard to natural cause of defect shall be final.
During this period of guarantee, the guarantor shall make good all defects to the satisfaction of the P.I. calling upon
him to rectify the defects failing which the work shall be got done by the Department by some other contractor at the
Guarantor's Risk and Cost. The decision the P.I. as to the cost payable by the Guarantor shall be final and binding.

That if the guarantor fails to make good all the defects, commits breach there under, then the guarantor will indemnify
the principal and his successor against all loss, damage, cost expense or otherwise which may be incurred by him by
reason of any default on the part of the GUARANTOR in performance and observance of this supplementary
agreement. As to the amount of loss and / or damage and /or cost incurred by the University, the decision of the P.I.
will be final and binding on both the parties.

IN WITNESS WHEREOF these presents, have been executed by the GUARANTOR and
.....by.....for and on behalf of the
University on the day, month and year first above written.

SIGNED, sealed and delivered by GUARANTOR in the presence of:

- 1.....
- 2.....

SIGNED FOR AND ON BEHALF OF THE REGISTRAR, BANARAS HINDU UNIVERSITY BY
.....in the presence of:

- 1.
- 2.

TO BE EXECUTED BY THE CONTRACTOR FOR REMOVAL OF DEFECTS AFTER COMPLETION IN RESPECT WATER SUPPLY AND SANITARY INSTALLATIONS

The agreement.....made this day of Two Thousand and between.....san of (hereinafter called the GUARANTOR of the one part) and the Banaras Hindu University.

WHEREAS THIS agreement is supplementary to a contract (Hereinafter called the Contract) dated.....and made between the GUARANTOR OF THE ONE PART AND the Banaras Hindu University of the other part, whereby the contractor interalia, undertook to render the work in the said contract recited structurally stable workmanship, finishing and use of sound materials.

AND WHEREAS THE GUARANTOR agreed to give a guarantee to the affect that the said work will remain structurally stable and guaranteed against faulty workmanship, finishing, manufacturing defects of materials and leakages, etc.

NOW THE GUARANTOR hereby guarantee that work executed by him will remain structurally stable after expiry of maintenance period prescribed in the contract for the minimum life of two years to be reckoned from the date after the expiry of maintenance period prescribed in the contract.

The decision of the P.I. with regard to nature and cause of defect shall be final

During This period of guarantee, the guarantor shall make good all defects to the satisfaction of the P.I. calling upon him to rectify the defects failing which the work shall be got done by the Department by some other contractor at the Guarantor's Cost and risk. The decision of the P.I. as to the cost, payable by the Guarantor shall be final and binding.

That if the guarantor fails to make good all the defects commits breach the reunder, then the guarantor will indemnify the principal and his successor against all loss, damage, cost expense or otherwise which may be incurred by him by reason of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and/or damage nor cost incurred by Banaras Hindu University, the decision of the P.I. will be final and binding on both the parties.

IN WITNESS WHEREOF these presents, have been executed by the GUARANTOR andby For and on behalf of Banaras Hindu University on the day, month and year first above written.

SIGNED, sealed and delivered by GUARANTOR in the presence of:

- 1.....
- 2.....

SIGNED FOR AND ON BEHALF OF THE REGISTRAR, BANARAS HINDU UNIVERSITY BY

.....in the presence of:

- 1.....
- 2.....

Form of Earnest Money Deposit
Bank Guarantee Bond

WHEREAS, contractor..... (Name of contractor) (hereinafter called "the contractor") has submitted his tender dated
..... (date) for the construction of
..... (name of work) (hereinafter called "the Tender")

KNOW ALL PEOPLE by these presents that we (name of bank) having our registered office at
.....(hereinafter called "the Bank") are bound unto
(Name and division of Executive Engineer) (hereinafter called "the P.I.") in the sum of ` (in words
.....) for which payment well and truly to be made to the said P.I. the Bank binds itself, his successors
and assigns by these presents.

SEALED with the Common Seal of the said Bank this day of 20.....

THE CONDITIONS of this obligation are:

1. If after tender opening the Contractor withdraws, his tender during the period of validity of tender (including extended validity of tender) specified in the Form of Tender;
2. If the contractor having been notified of the acceptance of his tender by the P.I.:
 - (a). fails or refuses to execute the Form of Agreement in accordance with the Instructions to contractor, if required;
OR
 - (b). fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of tender document and Instructions to contractor,
OR
 - (c). fails or refuses to start the work, in accordance with the provisions of the contract and Instructions to contractor,
OR
 - (d). fails or refuses to submit fresh Bank Guarantee of an equal amount of this Bank Guarantee, against Security Deposit after award of contract.

We undertake to pay to the P.I. either up to the above amount or part Thereof upon receipt of his first written demand, without the P.I. having to Substantiates his demand, provided that in his demand the P.I. will note that The amount claimed by his is due to him owing to the occurrence of one or any of the above Conditions, specifying the occurred conditions or condition.

This Guarantee will remain in force up to and including the date* after the deadline for submission of tender as such deadline is stated in the Instructions to contractor or as it may be extended by the P.I., notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE SIGNATURE OF THE BANK

WITNESS SEAL
(SIGNATURE, NAME AND ADDRESS)

*Date to be worked out on the basis of validity period of 6 months from last date of receipt of tender.

Schedulable of the Contract/Mile Stone

Sl. No.	Description of mile stone	Period for completion from date of start	Withheld amount for non-achievement of milestone.
1	Completion of work in all respect	02 Month	4%

LIST OF PREFERRED MAKES FOR CIVIL WORKS

Sl. No.	Material description	Approved Manufacturer / Brand Name
1	(i) Ordinary Portland Cement/ Portland Pozzolona Cement	ACC, Ultratech, Jaypee Cement, Mycem, M.P Birla Cement, Prism, Shree Ultratech
	(ii) White Cement	Birla White, J.K. White
2	Reinforcement Steel	SAIL, Tata Steel, , JSW Steel Ltd.,
3	Water Proofing Compounds, Admixtures, Plasticizer, Super Plasticizer, Curing Compounds	Fosroc, ROFF/Dr. Fixit (Pidilite Industries), CICO, Sika, BASF, Ardex Endura (Bal Endura)
4	Integral Water Proofing compound with cement (For Plaster & Mortar)	Fosroc :Conplast 421 Dr. Fixit : LW+ Sika :Sikacin Asian Paints : Smart care vitalia& equivalent product of BASF, CICO, Ardex Endura
5	Water proofing for bathroom & toilet.	Fosroc : Brush Bond Dr. Fixit :Pidifine 2K Sika :Nito Bond Asian Paints : Damp Block 2K & equivalent product of BASF, CICO, Ardex Endura
6	Structural Steel	SAIL, Tata Steel, Rashtriyalspat Nigam Ltd. (RINL) and JSW Steel Ltd.
7	Polycarbonate sheet	GE Plastic, LEXAN
8	Profile steel sheet (Precoated)	Ezydeck of TATA, Lloyd Superdeck, JSW/Jindal
9	Plywood/Veneer	Green Ply, Century, Merino, Duro, Durian, Archid
10	Aluminum Section	Hindalco, Jindal, Indian Aluminum Co.
11	S.S. Door & Window & Fittings	Jindal, Dorma, Kich, Doorset, Godrej, Ozone
12	Oil Bound Washable Distemper/ Dry Distemper	Asian Paints (Professional Acrylic Distemper), Nerolac: Beauty Acrylic Distemper Berger: Bison Acrylic Distemper Dulux ICI :Maxilite, shalimar
13	1st Quality Acrylic Distemper (washable/Ready Mix/Low VOC)	Asian Paints (Tractor Aqua Lock Paint) Berger: Commando or equivalent paints of Nerolac or ICI Dulux, shalimar
14	Steel Primer (Red Oxide Zinc Chromate Primer)	Asian Paints, Nerolac, Berger, ICI
15	Wood Primer	Asian Paints (Wood Primer- White/Pink), Berger ICI, Nerolac.
16	G.I./M.S. Pipe	Tata, Jindal , QST
17	G.I. Fittings	Unik, AVAR, Zoloto
18	UPVC pipe and fittings	Astral, Supreme, Ashirwad
19	Centrifugally Cast (spun) Iron pipes & Fittings	NECO, HIF, Electrosteel, SKF
20	Sanitary water, Fittings & accessories (Superior range)	Kohler, Roca, Hindware, Parryware, Nycer
21	Sanitary ware, Fittings & accessories (Normal range)	Hindware, CERA, Parryware, Jaguar, Nycer

Bidder Name :

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

Sl. No.	Item Description	Quantity	Units	Estimated Rate in Rs (Lakhs)	TOTAL AMOUNT Without Taxes in Rs (Lakhs)	TOTAL AMOUNT In Words
1	2	4	5	6	53	55
1.00	Construction of DST Knowledge center (single unit) at Village Paranapatti, Block Cholakpur (40 km away from Varanasi city) with attached toilet having three feet deep foundation of brick work, all Wall thickness will be of nine-inch, size of room having (11'6" X13'6") height 10'.Size of attached Indian style WC toilet having height 8' size (3'X4'), window in the room of size (3'6" X 7') fixed in walls and painted after primer, One ventilator of 2'x1' and door of 3'wide 7" height will be fixed in toilet, floor of room and toilet will be construct with 1:2:4 plain cement concrete above subbase, inside and outside walls of room and toilet will be plastered, one tap and one basin will be proved. Roof of room need to have steel sheet fixed on painted L- angles, one RCC computer platform of 2'x6"wide and 6'long of 3" thick inside the room, 2'wide front apron will be provided around the one room unit. Walls of room and toilet will be whitewashed and outer wall will be painted with yellow and red colour. Room should have electric facility for two computers, one fan and three lights.	1.00		1.16	1.16	INR One lakh Sixteen Thousand and zero Paise Only
	Construction of DST Knowledge center (single unit)at Village Cholakpur , Block Cholakpur (38 km away from Varanasi city) with attached toilet having three feet deep foundation of brick work, all Wall thickness will be of nine-inch, size of room having (11'6" X13'6") height 10'.Size of attached Indian style WC toilet having height 8' size (3'X4'), window in the room of size (3'6" X 7') fixed in walls and painted after primer, One ventilator of 2'x1' and door of 3'wide 7" height will be fixed in toilet, floor of room and toilet will be construct with 1:2:4 plain cement concrete above subbase, inside and outside walls of room and toilet will be plastered, one tap and one basin will be proved. Roof of room need to have steel sheet fixed on painted L- angles, one RCC computer platform of 2'x6"wide and 6'long of 3" thick inside the room, 2'wide front apron will be provided around the one room unit. Walls of room and toilet will be whitewashed and outer wall will be painted with yellow and red colour. Room should have electric facility for two computers, one fan and three lights.	1.00		1.16	1.16	INR One lakh Sixteen Thousand and zero Paise Only
	Construction of DST Knowledge center (single unit)at Village Damdipur, Block Cholakpur (40 km away from Varanasi city) with attached toilet having three feet deep foundation of brick work, all Wall thickness will be of nine-inch, size of room having (11'6" X13'6") height 10'.Size of attached Indian style WC toilet having height 8' size (3'X4'), window in the room of size (3'6" X 7') fixed in walls and painted after primer, One ventilator of 2'x1' and door of 3'wide 7" height will be fixed in toilet, floor of room and toilet will be construct with 1:2:4 plain cement concrete above subbase, inside and outside walls of room and toilet will be plastered, one tap and one basin will be proved. Roof of room need to have steel sheet fixed on painted L- angles, one RCC computer platform of 2'x6"wide and 6'long of 3" thick inside the room, 2'wide front apron will be provided around the one room unit. Walls of room and toilet will be whitewashed and outer wall will be painted with yellow and red colour. Room should have electric facility for two computers, one fan and three lights.	1.00	Number	1.16	1.16	INR One lakh Sixteen Thousand and zero Paise Only
Quoted Rate in Figures			INR		3.48	
Quoted Rate in Words						INR Three Lakhs and Forty Eight Thousand and Zero Paise Only.