

Association of Corporations & Apex Societies of Handlooms

Handloom Pavilion, Nr. Gate No.-2, Pragati Maidan, New Delhi

TENDER DOCUMENT FOR PHOTOGRAPHY WORK FOR THE PURPOSE OF ONLINE SHOPPING

NAME OF THE FIRM : -----

ADDRESS :-----

TENDER FEE DRAFT DETAIL:

(TO BE FILLED BY CONTRACTOR)

Draft No., Date & Amount : -----

Issued Bank's Name :-----

Place : -----

EARNEST MONEY DRAFT DETAIL

(TO BE FILLED BY CONTRACTOR)

Draft No., Date & Amount : -----

Issued Bank's Name :-----

Place : -----

SIGNATURE OF THE CONTRACTOR

Seal:

GENERAL INFORMATION

The tender documents are divided in two parts i.e. Part -A is related to terms & conditions of the tender. Part –B is related to specification of photography work as annexure-I, brands of materials to be used as annexure-II. The tender documents papers can be directly down loaded from the website www.handlooms.nic.in & applied along with the documents as stated and tender Cost, Earnest money as per details below.

Separate Bank draft of **Rs 200/- (non-refundable)** in favour of **Association of Corporations & Apex Societies of Handlooms payable at New Delhi** as Tender Cost, if the tender document is downloaded from the website.

Separate Bank draft of **Rs. 10,000/- (Refundable without interest on completion of tender process)** in favour of **Association of Corporations & Apex Societies of Handlooms payable at New Delhi** as Earnest Money.

Tender without application, signature on each paper & earnest money is liable to be rejected.

PART-A

GENERAL TERMS & CONDITIONS

SECTION - I

Sealed tenders on item rate basis are invited from competent agencies having sound technical and financial capacity for photography/ videography works. Tender documents may be directly downloaded from the website www.handlooms.nic.in and can be applied.

1.1 Submission of Tender: The tenders are to be submitted in two separate envelopes each sealed and clearly identified as to envelope numbers and super ascribed "**Tender for Photography/Videography Works for online marketing**". Tenderers have to return all the documents issued to them while submission of their tender duly stamped and signed as per instructions.

1.2 The Envelope No.1 shall contain Technical Bid with a demand draft of Rs. 10,000/- (Rupees Ten Thousand Only) in favor of **Association of Corporations & Apex Societies of Handlooms payable at New Delhi** as earnest money deposit. This envelope shall be superscripted "Envelope No. 1 Technical Bid".

1.3 Envelope No.2 shall contain all tender documents, tender specifications each page and correction duly signed by tenderers including tender form dully filled in, complete details and description including all data are to be supplied by tenderers specified in the information and instructions to tenderers. This envelope shall be super ascribed "Envelope2 Tender documents for Photography/Vidography Works.

1.4 Sealed tenders as above will be received by 3.00 P.M. on or before ----- in the Office of ACASH, Handloom Pavilion, Near Gate NO. -2, Pragati Maidan, New Delhi and will be opened on the **same day at 3.00 PM.**

1.5 Tenders received late on account of any reason whatsoever and telegraphic tenders will not be entertained.

1.6 The earnest money deposited by demand draft must accompany each tenders and the tenders not accompanied by the earnest money deposited by demand draft are liable to be rejected as NON-RESPONSIVE.

1.8 For any further information on the tender the Office of ACASH, Handloom Pavilion, Nr. Gate No. -2, Pragati Maidan, New Delhi may be contacted.

1.9 ACASH will not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reasons whatsoever.

SIGNATURE OF COMPETENT AUTHORITY
ACASH, Pragati Maidan, New Delhi

SECTION - II

INSTRUCTIONS FOR TENDERER

2.0 The details of work to be carried out and its scope are given in the specifications and bill of quantities of these documents which also indicate a brief description of the project. The Tenderers are advised to study the same carefully before tendering and they shall be deemed to have fully acquainted themselves with the same.

2.1 Eligibility Conditions:

- i. The bidder should have carried out and satisfactorily completed at least (3) Three similar works during the last 3 years, each value of at least Rs. 3.00 Lac or (2) Two similar works during the last 2 years, each of an annual value of at least Rs. 5.00 Lac. The work undertaken by the bidder in the past should be matching with the scope of the work of this tender. The works undertaken by the bidder should have been completed satisfactorily on or before 31st March, 2014 to meet the last three years criteria. The annual turnover of the agency should not be less than 10.00 Lacs and the works may be of the followings:
 - a. Central Government Buildings/Convention Centers/ Training Institutes located in Delhi and NCR Region
 - b. International Airports.
 - c. Delhi metro stations.
 - d. Banks and their corporate offices
 - e. Five star hotels
 - ii. Attested copies of work order and satisfactory completion report from the concerned agency in support of meeting the above eligibility requirement at i) above shall be submitted along with the technical bid.
 - iii. The agency should be registered with Service /Sales Tax, TIN, EPFO & ESIC etc. where ever applicable and should have valid registration certificates. Attested copies of latest deposit challans/returns for works in hand shall be submitted along with the technical bid.
 - iv. The agency should have valid PAN in its name. The documentary proof should be submitted with the technical bid.
- 2.4 The tender should be submitted in the prescribed form and the same should be signed as laid down here under;
- a) If the tender is submitted by an individual it shall be signed by the proprietor above his full name and full name of his firm with his current business address.
 - b) If the tender is submitted by a proprietary firm, it shall be signed by the proprietor above his full name and full name of his firm with its name and current business address.

- c) If the tender is submitted by a firm in partnership, it shall be signed for and on behalf of the firm by all the partners of the firm above, their full names and current business address, or by a partner holding the power of attorney for the firm by signing the tender in which case a certified copy of the Power of Attorney shall accompany the tender. A certified copy of the partnership deed and current business address of all the partners of the firm shall also accompany the tender.
- d) If the tender is submitted by a Limited company, or a Limited corporation, it shall be signed by a duly authorized person holding the power of attorney for signing the tender in which case a certified copy of the Power of Attorney shall accompany the tender. Such Limited company or Corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded.
- e) If the tender is submitted by a group of firms, the sponsoring firms shall submit complete information pertaining to each firm in the group and state along with the bid as to which of the firm shall have the responsibility for tendering and for completion of the contract document and furnish evidence admissible in law in respect of the authority assigned to such firm on behalf of the group of the firms for tendering and for completion of the contract of the contract document. The full information and satisfactory evidence pertaining to the participation of each members of the group of firm in the tender shall be furnished along with the tender.
- f) All witnesses and sureties (if any) shall be persons of status and their full names, occupations and address shall be stated below their signatures. All signatures affixed on each page in the tender will be dated.

2.5 The tenderer shall furnish with his tender:

- a) Detail of Technical and supervisory personnel already employed by tenderer which the proposes to utilize for this work and such other personnel which he proposes to employ further for this work.
- b) Relevant information on the capacity, financial resources and experience about himself.

2.6 The earnest money deposit without any interest will be returned to the unsuccessful tenderers only after validity period/award of work.

2.7 The ACASH or its duly authorized representative will open the tenders in the presence of tenderers who may be present at the time. If any of the tenderer or his agent is not present at the time of opening of tender, the ACASH or its duly authorized representative will, on opening of tenders of the absentee tenderer, prepare a statement of the attested and unattested corrections in the tender under his signatures. Such a statement shall then be binding on the absentee tenderer.

2.8 Tenders, which should always be placed in sealed covers, with the name of the project written on the envelopes will be received by Secretary, ACASH up to **3.00 p.m. on or before** ----- and the same will be opened at **3.00 p.m. on** -----

2.9 The time allowed for the carrying out of the work will be 2 (Two) days from the date of written orders to commence the work.

2.10 The tenderers should quote for all the items of work as given in the bill of quantities. The rates shall be written in both the words and in figures. Tenderer shall also show cost of each item, total of each subhead and, the Grand total of the whole contract. Corrections, if any, shall be made by crossing out, initialing dating and rewriting.

- 2.11 While a contractor signs a tender in an Indian language the total amount tendered should also be written in the same language. In the case of illiterate contractors the rates and the amount tendered should be attested by a witness.
- 2.14 The contractor whose tender is accepted will be required to furnish by way of security deposit 2% of the accepted tender amount including earnest money for the due fulfillment of his contract. The Security Deposit shall be collected as detailed in General conditions of contract.
- 2.15 The acceptance of a tender will rest with the ACASH, which does not bind itself to accept the lowest tender, and reserves to itself the authority to reject any or all of the tenders received without the assignment of any reasons. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.
- 2.16 Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
- 2.17 All item rates shall be quoted on the proper form of the tender alone.
- 2.19 On acceptance of tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Employer or technical person authorised by the Employer.
- 2.22 If any tenderer withdraws his tender after acceptance, then ACASH shall be at liberty to forfeit Earnest Money paid along with the tender. The Earnest Money Deposit of the tenderer whose tender is accepted shall be forfeited in full in case he does not remit the initial security deposits within the stipulated period or start the work by the stipulated date mentioned in the award letter.
- 2.24 It will be obligatory on the part of the tenderer to tender and sign the tender documents for all the component parts and that, after the work is awarded, he will have to enter in to an agreement, for each component with the competent authority in the ACASH.
- 2.25 Sealed tenders are to be delivered in person to the officer nominated for the purpose or put in a sealed tender box kept in the office before the stipulated time.

SIGNATURE OF THE CONTRACTOR

SECTION - III

FORM OF TENDER

To,
The Secretary
Association of Corporations & Apex Societies of Handlooms
Handloom Pavilion, Near Gate No. -2,
Pragati Maidan,
New Delhi -110 001

NAME OF WORK: Photography/ Videography Works for online marketing

Sir,

3.1 We undertake for the completion of above named works, we offer to complete and maintain the whole of the said works in conformity with the conditions of contract, specifications, schedules and bill of quantities for the sum stated in bill of quantities of this Tender Document or such other sum as may be ascertained in accordance with the said conditions of contract.

3.2 We undertake to complete and deliver the whole works comprised in the contract within the time stated in the appendix hereto.

3.3 We have independently considered the amount of liquidated damages shown in the Appendix hereto and agree that it represents a fair estimate of the loss likely to be suffered, by you in the event of the works not being completed in time.

3.4 We confirm that the period and rates as referred in the agreement or general conditions of contract are given or summarized in the appendix hereto, to which we give our consent and agree to abide by the same.

3.5 If this tender is accepted, we undertake to enter into and execute at our cost, when called upon by the employer to do so, a contract agreement in the prescribed form. Unless and until a formal agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding contract between us.

3.6 We understand that if our tender is accepted, we are to be jointly and severally responsible for the due performance of the contract.

3.7 We understand that you are not bound to accept the Lowest or any tender you may receive and may reject all or any tender, accept or entrust the entire work to the contractor or divide the work to more than one contractor without assigning any reason or giving any explanation whatsoever.

Dated this ____ day of ____ 2014 Signature _____ in the capacity of _____

duly authorised to sign tenders for and on behalf of _____
(IN BLOCK CAPITALS)

Witness :
Signature/ Address:

SIGNATURE OF THE CONTRACTOR

SECTION - IV

ARTICLES OF AGREEMENT

This agreement is made on ____ day of _____ 2014 between Association of Corporations & Apex Societies of Handlooms, Pragati Maidan, New Delhi (hereinafter called "The Employer") of the one part and _____ (hereinafter called "the Contractor") of the other part. WHEREAS the Employer is desirous of certain works should be executed viz. Photography/Videography Works for the office of ACASH at Handloom Pavilion, Nr. Gate No.-2, Pragati Maidan, New Delhi-110 001 and has by letter of acceptance dated _____ accepted a tender by the contractor for the execution, completion, and maintenance of such works, now THIS

AGREEMENT WITNESSES as follows :

- 4.1 In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the said conditions of contract hereinafter referred to:
- 4.2 The following documents shall be deemed to form and to read construed as part of this agreement, viz.
 - i) Original tender document.
 - ii) Relevant correspondence all letters/correspondence forming part of contract and referred to in acceptance letter.
 - iii) Acceptance letter.
 - iv) Bill of quantities.
 - v) Article of Agreement.
- 4.3 The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities of discrepancies the latest documents issued by the ACASH shall prevail over on earlier documents. * Give the Name, Destination and Address of the Contractor.
- 4.4 In consideration of the payment to be made by the employer to the contractor as hereinafter mentioned, the contractor hereby covenants with the employer to perform execute, complete and maintain the work in conformity in all respects with the provision of the contract.
- 4.5 The employer hereby covenants to pay the contractor in consideration of the execution, completion and maintenance of the works such sums as shall become

payable here under at the time and in the manner prescribed in the said conditions and price schedule of quantities/bill of quantities prescribed in the contract.

IN WITNESS whereof the parties hereto have caused their respective common seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day, month and year first above written.

SIGNED AND SEALED AND DELIVERED BY THE

said _____ said

(Name _____) (Name _____)

On behalf of the contractor on behalf of the employer In the presence of In the presence of

Name: _____ Name:

Address: _____ Address:

* This form is included in the tender documents only for the information of the tenderers. Only the successful tenderer will be, in due course, required to complete the form.

SIGNATURE OF THE CONTRACTOR

SECTION - V

GENERAL CONDITIONS OF CONTRACT

Except where provided for in the description of the individual items in the Schedule of Quantities and in the specifications and conditions laid down hereinafter and in the drawings, the work shall be carried as per standard specifications and under the directions of the Employer/Architects.

5.1 INTERPRETATION:

In construing these conditions, the specifications, schedule of quantities, tender and agreement, the following words shall have the meaning herein assigned to them except where the subject of context otherwise requires:

- i) **Employer:** The term employer shall denote Association of Corporations & Apex Societies of Handlooms [ACASH] and any of its employees or representative authorized to act on their behalf.
- ii) **ACASH:** The term ACASH shall mean Association of Corporations & Apex Societies of Handlooms the Employer.
- iii) **Contractor:** The term Contractor shall mean _____(name and address of the contractor) and his/their heirs, legal representatives assigns and successors.
- iv) "The works" shall mean the work or works to be executed or done under this contract.
- v) "Act of Insolvency" shall mean any act as such as defined by the Presidency Towns Insolvency Act or in Provincial Insolvency Act or any Amending Statutes.
- vi) "The Schedule of Quantities" shall mean the schedule of quantities as specified and forming part of this contract or will be mentioned in the work order.
- vii) "Priced Schedule of Quantities" shall mean the schedule of quantities duly priced with the accepted quoted percentage of the contractor.

5.2 SCOPE:

The work consists of Photography, Videography works of ACASH in accordance with the "Schedule of Quantities". The works is to be completed within the scope of this tender. It includes furnishing all materials, labour, tools and equipment and management necessary for, and incidental to the completion of the work. All work during its progress and upon completion shall conform to the lines as shown in the tender by the employer. Should any detail essential for efficient completion of the work be omitted from the specifications it shall be the responsibility of the contractor to inform the employer and to furnish and install such detail with employer's concurrence, so that upon completion of the proposed work the same will be acceptable and ready for use. Employer may in their absolute discretion issue further written instructions, details, directions and explanations, which are, hereafter collectively, referred to as "the employer's instructions" in regard to:

- a) The variation or modification of the quality or quantity of works or the addition or omission or substitution of any work.
- b) Any discrepancy in the work is done with the tender specifications.

5.4 AGREEMENT

The successful contractor may be required to sign agreement as may be drawn up to suit local conditions and shall pay for all stamps and legal expenses, incidental thereto.

5.5 TAXES AND DUTIES :

The tenderers must include in their tender prices quoted for all duties, sales tax, or any other taxes or local charges, if applicable. However, work contract tax shall be deducted at source at the specific rate in Delhi. The certificate in respect of T.D.S. shall be issued by ACASH as per rate. No claim whatsoever on this account shall be entertained.

5.6 QUANTITY OF WORK TO BE EXECUTED :

The quantities shown in the schedule of quantities are intended to cover the entire new structure indicated in the drawings but the Employer reserves the right to execute only a part or the whole or any excess thereof without assigning any reason therefore.

5.7 EARNEST MONEY AND SECURITY DEPOSIT :

The tenderer will have to deposit an amount of **Rs 10,000.00 (Rupees Ten Thousand Only)** in the form of Bank draft drawn in favor of ACASH at the time of submission of tender as an Earnest Money. The employer is not liable to pay any interest on the Earnest Money. The Earnest Money of the unsuccessful tenderers will be refunded without any interest soon after the decision to award the work is taken or after the expiry of the validity period of the tender.

5.8 TIME OF COMPLETION, EXTENSION OF TIME & PROGRESS :

The entire work is to be completed in all respects within the stipulated period which will be mentioned in the work order.

5.11 LIQUIDATED DAMAGES :

Should the work be not completed to the satisfaction of the Employer within the stipulated period, the contractor shall be bound to pay to the employer a sum calculated as given below by way of liquidated damages and not as penalty during which the work remains un-commenced or unfinished after the expiry of the completion date. 0.5% of the tendered amount shown in the tender per week subject to ceiling of 10% of the accepted contracted sum.

5.13 ACCESS :

Any authorized representative of the employer shall at all reasonable times have free access to the works and to the workshops or other places where materials are being prepared for the work and also to any place where the materials are lying.

5.14 MATERIALS, WORKMANSHIP, SAMPLES, TESTING OF MATERIALS :

All the works specified and provided for in the specifications or which may be required to be done in order to perform and complete any part thereof shall be executed in the best and most workman like manner with materials of the best and approved quality of the respective kinds in accordance with the particulars contained in and implied by the specifications and as represented by the drawings or according to such other additional particulars and instructions as may from time to time be given by the Employer/Architect during the execution of the work, and to his entire satisfaction. If required by the Employer/Architect the contractor shall have to carry out tests on materials and workmanship in approved materials testing laboratories or as prescribed by the employer at his own cost to prove that the materials etc. under test confirming to the relevant IS standards or as specified in the specifications. The necessary charges for preparation of mould, transporting, testing etc. shall have to be borne by the contractor. No extra payment on this account would in any case be entertained.

5.15 REMOVAL OF IMPROPER WORK

The employer shall during the progress of the work have power to order in writing from time to time the removal from the work within such reasonable time or times as may be specified in the order of any materials which in the opinion of the Employer/Architect are not in accordance with specification or instructions, the substitution or proper re-execution of any work executed with materials or workmanship not in accordance with the drawings and specifications or instructions. In case the contractor refuses to comply with the order the employer shall have the power to employ and pay other agencies to carry out the work and all expenses consequent thereon or incidental there to as certified by the employer shall be borne by the contractor or may be deducted from any money due to or that may become due to the contractor. No certificate which may be given by the Architects shall relieve the contractor from his liability in respect of unsound work or bad materials.

5.16 CONTRACTOR'S EMPLOYEES :

The Contractor shall employ technically qualified and competent supervisors for the work who shall be available (by turn) through out the working hours to receive and comply with instructions of the employer/Architects. The contractor shall engage at least one experienced Engineer as site-in-charge for execution of the work. The contractor shall employ in connections with the work persons having the proprietor skill or ability to perform their job efficiently. The contractor shall employ local labourers on the work as far as possible. No labourers below the age of sixteen years and who is not an Indian National shall be employed on the work. Any laborer supplied by the contractor to be engaged on the work on day work basis either wholly or partly under the direct order or control of the Employer or his representative shall be deemed to be a person employed by the contractor. The contractor shall comply with the provisions of all labour legislation's including the requirements of:

- a) The payment of Wages Act.
- b) Employer's Liability Act.
- c) Workmen's Compensation Act.
- d) Contractor Labour (Regulation & Abolition) Act, 1970 and Central Rules 1974.
- e) Apprentices Act 1961.
- f) Any other Act or enactment relating thereto and rules framed thereunder from time to time.

The contractor shall keep the Employer saved, harmless and indemnified against claims if any of the workmen or any other person and all costs and expenses as any be incurred by the Employer in connection with any claim that may be made by any workman or any other person.

5.17 DISMISSAL OF WORKMEN

The contractor shall on the request of the employer immediately dismiss from works any person employed thereon by him who may in the opinion of the employer be unsuitable or incompetent or who may misconduct himself. Such discharges shall not be the basis of claim for compensation or damages against the employer or any of their officers or employee.

5.18 DAMAGE TO PERSONS AND PROPERTY INSURANCE ETC. :

The contractor shall be responsible for all injury to the worker or workmen or persons, or things and for all damages to the project works, materials, equipments, structural and/or decorative part of property which any arise from the operations or neglect of himself or of any subcontractor or any of his or a subcontractor's employees whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract. The contractor shall also be responsible for anything which may be excluded from the damage to any property arising out of incidents, negligence or defective carrying out of this contract. The employer shall be at liberty and hereby empowered to deduct the amount of any damages compensations, costs, charges and expenses arising or accruing from or in respect of any such claim or damages from any sums including the total security deposit due or to become due to the contractor.

5.19 INSURANCE

Unless otherwise instructed the contractor shall insure the works for all risk (include fire, flood, earthquake & third party) of the contractor for total tender value and keep them insured until the virtual completion of the contract against any loss or damage of the material and of the project.

5 .20 ACCOUNTS RECEIPT & VOUCHERS

The contractor shall, upon the request of the employer furnish them with all the invoices, accounts, receipts and other vouchers that they may require in connection with the works under this contract. If the contractor shall use materials less than what he is required under the contract, the value of the difference in the quantity of the materials he was required to use and that he actually used shall be deducted from his dues. The decision of the employer shall be final and binding on the contractor as to the amount of materials.

5 .21 PAYMENTS

All bills shall be submitted by the contractor in the form prescribed by the employer. The bills in proper forms must be duly accompanied by detailed measurements in support of the quantities of work done and must show deductions for all previous payments, retention money etc. The bill shall be checked at site by the Architect and shall issue a certificate after due scrutiny of the contractor's bill which may be further verified by the Employer and the contractor shall be entitled to payment there of, within the period of honoring certificates named in these documents, as per final verified amount by the Employer. The amount as stated in an interim certificate shall be the total value of work properly executed and secured advance on the materials as described under the heading of secured advance less the amount to be retained by the employer as retention money.

5 .22 FINAL PAYMENTS

The period of Final Measurements will be One Month from date of Completion, The final bill shall be accompanied by a certificate of completion from the Employer, payments of final bill shall be made after deduction of Retention Money as specified in tender conditions, which sum shall be refunded after the completion of the Defects Liability Period after receiving the Employer and Architect's certificate that the contractor has rectified all defects to the satisfaction of the Employer and Architects. The acceptance of payments of the final bill by the contractor would indicate that he will have no further claim in respect of the work executed.

5.23 VARIATION/DEVIATIONS :

The contractor may when authorised and shall, when directed in writing by the employer add or omit, or vary the works shown in the drawings or described in the specifications or included in the priced schedule of the quantities. The contractor on his own accord shall make no addition, omission or variation without such authorisation of direction. A verbal authorisation of direction by the employer shall when confirmed correctly by the contractor in writing within 3 days shall be deemed to have been given in writing.

The rates for additional, altered, substituted work shall be arrived at in accordance with the following rules:

- i) The net rates or prices in the contract schedule shall determine the valuation of (the rates for) the extra work (items) where such extra work is of similar character and is executed under similar conditions as the work priced therein.
- ii) If the rates for the extra, altered or substituted or (deviated) work are not provided for (available) in the schedule of quantities, they shall to the extent possible be derived out of rate given in that schedule for similar or near similar items. For the purpose of such deviation, where necessary and when so directed, the contractor shall furnish detailed analysis for the said similar or near similar items in the contract schedule. For such portions of the analysis, for the extra, altered or substituted (deviated) work for which prices cannot be abstracted from the corresponding analysis of rates for the said similar or near similar items in the contract schedule, market rates substantiated by purchase bills/vouchers dependable printed price schedule of building materials of different type shall be adopted, using factors and constants for quantum of materials, labor, T & P and sundries, form standard analysis of rates adopted by the National Building Organisation, Ministry of Works and Housing, Government of India in preparation of All India Standard chedule of Rates, 1977/DAR and adding 15% over towards profit and overheads. When called upon to do so, the contractor shall submit the required purchase bills/vouchers.

- iii) In respect of a contract which incorporates more than one schedule, the rate applicable in case (i) above if not provided for in the schedule pertaining to the work in which the addition, alteration or substitution (deviation) occurs, shall be taken as the lowest applicable rate in other schedules. Similarly in case (ii) above if similar or near similar items cannot be found in the schedule pertaining to the work in which the addition, alteration or substitution (deviation) occurs, similar or near similar items from the other schedule shall be adopted.
- iv) In the case of additional, altered substituted (deviated) for which rates cannot be reasonably be derived as at (ii) and (iii) above, the rates shall be worked out adopting market prices, substantiated by purchase bills/vouchers using factors and constants for quantum of materials, labor, T & P and sundries from standard analysis of rates adopted by the National Building Organisation, Ministry of Works and Housing, Government of India in preparation of All India Standard Schedule of Rates, 1977/DAR and adding 15% over towards profit and overheads. When called upon to do so the contractor shall submit his purchase bills/vouchers to the Architect's and Employer.
- v) The question as to what particular items, being similar or near similar to the additional, altered or substituted (deviated) work in the contract schedule are to be adopted for deviation of rates for the additional, altered for substituted deviated work and whether the said rates cannot be derived from similar or near similar items in the contract schedule will be decided by the employer.
- vi) In case (ii) to (iv) the contractor is required to submit his analysis of rates adopting the principles enunciated and the Architect, after scrutinising the analysis any other papers furnished will allow such rates as he considers reasonable after obtaining Employer's sanctions.

5.24 DEVIATION LIMIT FOR TENDER QUANTITIES BEYOND 10% :

The tender rates shall hold good for any increase in the tendered quantities upto variation of 10%. In case tender quantities of an individual item exceeds the deviation limit of 10% the rates for the excess quantities over and above the deviation limit shall be payable as per market rate analysis, sustained by purchase vouchers/bill using constant only of materials, labour, T & P etc. from all Indian Standard analysis of rates published by NBO/DAR with 15% contractor's profit and overheads. For non schedule items, constant of material, labour, T & P etc. shall be decided by the Engineer in-charge of Employer, and Architect based on the actual observation at site.

5.25 SUBSTITUTION:

Should the contractor desire to substitute any materials and workmanship, he/they must obtain the approval of the Architect/Employer in writing for any such substitution well in advance. Materials designated in this specification indefinitely by such terms as "Equal" or "other approved" etc., specific approval of the Employer/Architect has to be obtained in writing.

5.26 CLEARING SITE ON COMPLETION:

On completion of the works, the contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and the works clean and in a workmanlike condition to the satisfaction of the Employer and Architects.

5.27 DEFECTS AFTER COMPLETION:

The defects liability period (D.L.P.) shall commence from the certified date of virtual completion issued jointly by ACASH/Architects. The contractor shall make good at his own cost and to the satisfaction of the employer all defects, shrinkages or other faults which may appear within 12 Months after completion of the work. In default, the employer may employ and pay other persons to amend and make good such damages, losses and expenses consequent thereon or incidental thereto shall be made good and borne by the contractor and such damages, losses and expenses shall be recoverable from him by the employer or may be deducted by the employer, in lieu of such amending and making good by the contractor, deduct from any money due to the contractor a sum equivalent to the cost of amending such work and in the event of the amount retained being insufficient, recover that balance from the contractor from the amount retained together with any expenses the Employer may have incurred in connection therewith.

5.28 CONCEALED WORK:

The contractor shall give due notice to the Employer and Architects whenever any work is to be buried in the earth, concrete or in the bodies of walls or otherwise becoming inaccessible later on, in order that the work may be inspected and correct dimensions taken before such burial, in default whereof the same shall, at the option of the Employer/Architect be either opened up for measurement at the contractor's expense or no payment may be made for such materials. Should any dispute or differences arise after the execution of any work as to measurements etc., or other matters which cannot be conveniently tested or checked, the notes of the Employer shall be accepted as correct and binding on the contractor.

5.29 SUSPENSIONS:

If the contractor, except on account of any legal restraint upon the Employer preventing the continuance of the work, abandons, suspends work or in the opinion of the Employer, the contractor neglects or fails to proceed with due diligence in the performance of his part of the contract, the Employer shall have the power to give notice in writing to the contractor requiring the work be proceeded within a reasonable manner and with reasonable dispatch, such notices purport to be a notice under this clause. After such notice shall have been given the contractor shall not be at liberty to remove from the site of the works or from any ground contiguous thereto any plant or materials to subsist from the date of such notice being given until the notice shall have been complied with. If the contractor shall fail for 7 (seven) days after such notice has been given to proceed with the works as therein prescribed, the Employer may proceed as provided.

5.30 TERMINATION OF CONTRACT BY EMPLOYER:

The contractor being a company go into liquidation whether voluntary or compulsory or being a firm shall be dissolved or being an individual shall be adjudicated insolvent or shall make an assignment or a composition for the benefit of the greater part, in numbers or amount of his creditors or shall enters into a Deed or arrangement with his creditors or if the official assignee in insolvency of the receiver of the contractor in insolvency, shall repudiate the contract, or if a receiver of the contractor's appointed by court shall be unable, within fourteen days after notice to him requiring him to do so, to show to the reasonable satisfaction of the Employer that he is able to carry out and fulfill the contract, and if so required by the employer to give reasonable security therefore, or if the contractor shall suffer execution to be issued, or shall suffer any payment under this contract to be attached by or on behalf of and the creditors of the contractor, or shall assign charge or encumber this contract or any payments due or which may become due to the contractor there under, or shall neglect or fail to observe and perform all or any of the acts matters of things by this contract to be observed and performed by the contractor within three clear days after the notice shall have been given to the contractor in manner hereinafter mentioned requiring the contractor to observe or perform the same or shall Use improper materials or workmanship in carrying on the works, or shall in the opinion of the employer not exercised such due diligence and make such due progress as would enable the work to be completed within due time agreed upon, and shall fail to proceed to the satisfaction of the employer after three clear days notice requiring the contractor so to do shall have been given to the contractor as hereinafter mentioned, or shall abandon the contract, then and in any of the said cases, ACASH may not withstanding previous waiver determine the contract by a notice in writing to the effect as hereinafter mentioned, but without thereby effecting the powers of the employer of the obligations and liabilities of the contractor the whole of which shall continue in force as fully as if the contract, had not been so determined and as if the works subsequently executed had been executed by or on behalf of the contractor (without thereby creating any trust in favour of the contractor). Further the employer or his agent, or servants, may enter upon and take possession of the work and all plants, tools, scaffolding, sheds, machinery, steam and other power utensils and materials lying upon premises or the adjoining lands or roads and sell the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other contractors or other persons or person to complete the works and the contractor shall not in any way interrupt or do any act, matter of thing to prevent or hinder such other contractors or other persons or person employed from completing and finishing or using the materials and plants for the works when the works shall be completed, or as soon thereafter as conveniently may be, the employer shall give notice in writing to the contractor to remove his surplus materials and plants and should the contractor fail to do so within a period of fourteen days after receipt by him. The employer may sell the same by Public Auction and shall give credit to the contractor for the amount so released. Any expenses or losses incurred by the employer in getting the works carried out by other contractors shall be adjusted against the amount payable to the contractor by way of selling his tools or due on account of work carried out by the contractor prior to engaging other contractors or against the Security Deposit.

5.31 **ARBITRATION**

- i. If any dispute (s) or difference (s) of any kind whatsoever arise between the Parties, the Parties hereto shall negotiate with a view to its amicable resolution and settlement through a committee appointed by the Chairman, ACASH.
- ii. In the event no amicable resolution or settlement is reached between the parties within 30 days after receipt of notice by one party, then the disputes or differences are detailed above shall be referred to and settled by the Sole Arbitrator to be appointed by the Chairman, ACASH.
- iii. Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of the work under the contract with due diligence and expedition in a professional manner and the payment due to the Contractor shall not be withheld on account of such difference of arbitration proceedings unless such payment is a subject matter of the arbitration.
- iv. The arbitration proceedings shall be in accordance with the prevailing Arbitration and Conciliation Act, 1996 and Laws of India as amended or enacted from time to time.
- v. The venue of the arbitration shall be New Delhi, India. The fee & other charges of Arbitrator shall be determined by the arbitrator in terms of the Act and shall be shared equally between the parties.

5.32 **FORCE MAJEURE:**

- i. In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts.
- ii. The term "Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire affecting the performance of the Contract, Flood and Acts and Regulations of respective government of the two parties, namely ACASH and the Contractor.
- ii. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to the other party within 72 hours of the ending of the cause respectively. If deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, ACASH shall have the option of canceling this contract in whole or part at his discretion without any liability at his part.
- iii. Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

5.33. **APPLICABLE LAW AND JURISDICTION:**

- i. All matters connected with this shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at Delhi.
- ii. No alternative offer shall be considered.

- iii. ACASH reserves the right to annul the bidding process at any time prior to award of contract including rejection of any or all bids after the same have been received, without thereby incurring any liability to the affected bidder or any obligation to inform the affected bidder/s on the ground of ACASH's action.

5.34 CONTRACT DRAWINGS GENERAL :

Two copies of each of the drawings and one copy of each of the condition of contract specification tender preamble and bill of quantities will be provided for the use of the contractor who must satisfy himself as to the accuracy of the said copies in every detail, and make all other copies necessary for the conduct of the work. Any comments on drawings to be given by the contractor within 7 days from receiving of drawings. One copy of each drawing or sketch furnished to the contractor shall be kept in an office at the works or any person authorised by the Employer shall have free access to the drawings and sketches whenever they desire.

5.35 WORKING HOURS :

Site officers working hours shall normally be fixed as may be prevailing in the locality. In exceptional circumstances, however, the work may be carried out with proper approval of the Employer

5.36 LABOUR RECORD :

The contractor shall maintain relevant records and fulfill all conditions and requirements in accordance with the following Act and Rules made hereunder.

- (a) The Payment of Wages Act.
- (b) Employer's Liability Act.
- (c) Workmen's Compensation Act.
- (d) Contract Labour (Regulation & Abolition) Act, 1970 and Central Rules 1971.
- (e) Apprentices Act 1961.
- (f) Minimum wages Act 1948.
- (g) Industrial disputed Act 1947.
- (h) Maternity benefit Act 1961.
- (i) ESI Act.
- (j) Payment of Bonus Act.
- (k) Payment of Gratuity Act.
- (l) Any other Act are enactment relating there to and rules framed there under from time to time.

5.37 HANDING OVER BUILDING/PROJECT WORK TO THE ACASH :

Handing and taking over report and inventories/statement (in quadruplicate) at the time of handling over shall be prepared. The reports and inventories shall be signed by:

- (a) The contractor (Only the relevant papers).
- (b) The Architect and
- (c) Competent authority in ACASH.

The following inventories/statements shall be prepared :

- i. Inventory of furniture (Table, Chairs, Almirah etc.).
- ii. Inventories of builders hardwares etc.) locks (Rim mortice and cylindrical) and night latches all with duplicate keys.
- iii. Inventory of fixtures & fittings of installations (INTERIOR light fittings, fans, bells, airconditioning, lifts pumps and the like).

5.38 DELINQUENCIES OF CONTRACTORS

Procedures for dealing with Delinquencies/ Defaults/ Misconduct/ Misdemeanors of tenderers/ Contractors.

- i) The undernoted delinquencies/defaults/misconduct/misdemeanors on the part of tenderer or enlisted contract will attract disciplinary action.
 - a) Incorrect information about credentials, about his performance, equipment, resources, technical staff etc.

- b) Non-submission of the fresh/latest Income tax clearance certificate.
- c) Irregular tendering practice.
- d) Submission of tender containing for too many arithmetical errors and freak rates.
- e) Revoking a tender without any valid reasons.
- f) Tardiness in commencing work.
- g) Poor Organisation at site & lack of his personal supervision.
- h) Ignoring ACASH's notices for replacement/rectification of rejected materials, workmanship etc.
- i) Violating any of the important conditions of contract, i.e. site facilities, insurance, labour laws, ban on subletting etc.
- j) Lack of promptitude and cooperation in measurement of work and settlement of final account.
- k) Non-submission of vouchers and proofs of purchase etc.
- l) Tendency towards putting up false and untenable claims.
- m) Tendency towards suspension of work for frivolous reasons.
- n) Bad treatment of labour.
- o) Bad treatment of subcontractors (piece workers) and un-business like dealings with suppliers of materials.
- p) Lack of cooperation with nominated contractors.
- q) Contractor becoming Bankrupt or insolvent.
- r) Contractor's conviction by a court of law.
- s) Failure to satisfactorily rectify defects during Defects Liability Period (DLP) and discovery of latent defects in contractor's work after the expiry of DLP of his contract.

ii) Actions

The award of the undernoted disciplinary action shall be considered.

- a) Placing embargo on issue of tenders of temporary suspension from the Bank's approved list.
- b) Permanent ban on issue of tenders & removal from the Bank's approved list.
- c) Circulation of the contractor's name to other Public Under taking or Government Department for non entertainment of this publication for contract work.

Signature of the Contractor