

Date :22-02-2025

M/s _____

**Sub: TENDER FOR THE GENRAL CONTRACTOR OF WORKS AT INDIA
INTERNATIONAL CENTRE**

SITC - Kitchen Equipment

Dear Sir,

Sealed offers are invited for the General Contractor for Civil & MEP and associated services work at Kitchen and associated areas at India International Centre.

- 1 The offer shall be in the prescribed form in accordance with the enclosed terms and condition of the works.
2. Submission of the offer by a bidder implies that he has inspected the site and is fully aware of the site conditions.
3. Sealed offers shall be received by Purchase officer, on or before 10-03-25.
4. The owners reserve to themselves the right to accept the whole or any part of the offer and bidder shall be bound to perform the same at his quoted rates.

Yours sincerely,

(Purchase Department)

INDEX OF TENDER DOCUMENTS

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ANNEXURE 1

INSTRUCTIONS TO TENDERERS

1. GENERAL

SITE VISIT: The tenderer is advised to visit and examine the site and its surroundings to get acquainted with the scope of work fully at his / their cost and obtain, for himself on his own responsibility, all information that may be necessary for preparing the tender and entering into a contract.

For site visit and any clarification / information/ assistance, theintending tenderers may contact Head Maintenance Department or Catering Manager

The agency shall be deemed to have inspected the site and its surroundings before hand and taken into account all relevant factors pertaining to the site in the preparation and submission of the Tender.

2. SUBMISSION OF TENDER

- i. The expression "Tender Notice" referred to in the Tender Documents shall be deemed to include any Notice / Letter Inviting Tender with respect to the work forming the subject matter of the documents and vice-versa.
- ii. The tender complete in all respects shall be submitted along with Earnest Money asstipulated in the Notice / Letter Inviting Tender ONLY. Tenders without Earnest Money Deposit will be out rightly rejected.

Tenders shall be submitted in two separate sealed envelopes Superscribed as following:

ENVELOPE – I

(TECHNICAL BID)

Name of work :

Tender no. :

Due date & time of opening :

Addressed to : Purchase Officer,

40, Max Mueller Marg, Lodhi Gardens, Lodhi Estate, New Delhi, Delhi 110003

From: Name & address of the tenderer

This envelope shall contain the following: -

EMD of amount Rs. One Lakh in the form of Demand Draft drawn on a scheduled/nationalized bank in favour of 'India International Centre' payable at New Delhi. Cheque will not be accepted.

ENVELOPE – II

(PRICE BID)

Name of work :

Tender no. :

Due date & time of opening :

Addressed to : Purchase Officer

40, Max Mueller Marg, Lodhi Gardens, Lodhi Estate, New Delhi, Delhi 110003

From: Name & address of the tenderer:

NOTE: This part shall contain the price bid portion of the tender document mentioning the individual item rates, corresponding amount and total price to be charged by the tenderer for executing the work, complete in all respect. It is to be noted that the sealed envelope containing this part shall contain only **PRICES** and no conditions i.e. deviations / assumptions / stipulations / clarifications / comments / any other request whatsoever. Any conditional offer will be rejected.

Check List of Documents/Fees etc.

Name of the Tenderer: _____

Sr.No	Description	Response (Yes/No)
1.	Has the tenderer paid the tender document fees in the prescribed form	
2.	Has the tenderer submitted the requisite EMD in the prescribed form along with the technical bid (Envelope-I)	
3.	Have all the pages of the tender document and the supporting documents required to be signed and enclosed with the technical bid by the tenderer / authorized representative of the tenderer been signed and enclosed with the technical bid (Envelope-I)	
4.	Has the authority/ power of attorney been submitted in the name of authorized representative on a non-judicial stamp paper (if applicable).	
5.	Has the tenderer submitted all the required documents in support of technical eligibility criteria	
6.	Does the technical bid (Envelope-I) contain any financial information pertaining to price bid	
7.	Is the price bid (Envelope-II) submitted separately in a sealed envelope	

Definition

- a) IIC shall mean 'India International Centre' having its registered office at 40 Max Muller Marg New Delhi 110003 and shall include their legal representatives, successors and permitted assigns
- b) The 'Contract' means and includes the documents forming the tender and acceptance thereof together with the documents referred to therein including the conditions, the specifications, designs, drawing and instructions issued from time to time by the 'Engineer-in-charge' the formal agreement executed between the IIC and the Contractor, and all these documents taken together shall be complementary to one another.
- c) The 'Site' shall mean the land and / or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
- d) The 'Contractor' or "Tenderer" shall mean the individual or firm or company, whether corporate or not, undertaking the works and shall include the legal personal representative or such individual or the persons composing such firm or company and the permitted assignee of such individual or firm or company.
- e) The 'Competent Authority' means the Director of the IIC and his successors.
- f) 'Party' shall mean either 'India International Centre, office at 40 Max Muller Marg New Delhi 110003, ' or the "Contractor, as the case may be. 'Parties' shall mean both of them.
- g) The Engineer-in-charge means the Head Maintenance Department of the IIC, as the case may be who shall supervise and be the In-charge of the works.
- h) 'IS Specification' means the Specification of latest edition with amendments, if any, up to time of receipt of tender by IIC issued by the Bureau of Indian Standards as referred to in the specifications and / or work orders.
- i) The 'Contract Sum' means the sum agreed, or the sum calculated in accordance with the prices accepted by the IIC DELHI in the tender and / or the contract / negotiated rates payable on completion of the works.
- j) The 'Final Sum' means the amount payable under the Contract by the IIC to the Contractor for the full and entire execution and completion of works, in time.
- k) The 'Date of Completion' is the date / date(s) for completion of the whole works, set out in the tender documents, or any subsequently amended by the IIC.
- l) 'Excepted Risks' are risks due to riots (otherwise than among contractor's employees) and civil commotion (in so far as both these are uninsurable) war (whether declared or not), invasion act of foreign enemies, hostilities civil

war, rebellion, revolution, insurrection military or usurped power, Acts of God, such as earthquake, lightening, unprecedented floods and other causes over which the contractor has no control and accepted as such by the Chief Competent Authority or causes solely due to use or occupation by the 'IIC' of the part of works in respect of which a certificate of completion has been issued.

- m) 'Urgent works' shall mean any urgent measures which in the opinion of the Engineer-in-charge, become necessary during the progress of the work to obviate any risk or accident or failure or which become necessary for security.
- n) The 'Works' shall mean the works to be executed in accordance with the contract or part(s) thereof as the case may be and shall include all extra or additional, altered or instituted works

ANNEXURE - 4

GENERAL TERMS AND CONDITIONS

1. The Tender should be signed on each page, dated and witnessed in all places provided for in the documents; all other papers should be initialled.
2. The person, signing the tender on behalf of company/firm or on behalf of another person shall attach with tender a certified copy of proper authority/power of attorney on a non-judicial stamp paper of requisite value duly executed in his favour by such person, company/firm and must state specifically that he has authority to sign such tenders for and on behalf of such person or company/firm as the case may be, and in all matters pertaining to the contract including arbitration clause.
3. This letter shall form part of the **"CONTRACT"** and must be signed and returned along with the tender documents.
4. EMD of Rs. One Lakh in the form of Demand Draft drawn on a scheduled/nationalized bank in favour of 'India International Centre' payable at New Delhi. Cheque will not be accepted.
5. **Qualifying Criteria** - Details of two works of Rs. Five Crores each with Completion Certificate executed by the tenderer during last eight years or two works ongoing each of Rs. 3 Crores, based on which tenderer wishes to get qualified along with copies of supporting work orders and completion certificate to be enclosed. TDS certificate is also to be enclosed in case of work executed for private parties.
6. Valid registration with GST, PAN Card, Certificate of Incorporation and last three years of Turnover Certificate certified by CA to be enclosed with the Tender.
7. Partnership Deed in case of partnership firm and Articles of Association in case of limited Company.
8. Power of Attorney in favour of person who has signed the tender document. In case of company, the authority to sign the tender is to be given under Board resolution.

NOTE:

- a. All the photocopies of the documents enclosed with the technical bid in support of technical eligibility criteria should be signed by the tenderer/authorized person.
- b. The technical bid (Envelope-I) should not contain any financial information related to rates of items etc. The price bid must be submitted in a separate sealed envelope (i.e. Envelope-II).

9. ABNORMAL RATES

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

10. DEVIATIONS TO TENDER CLAUSES:

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

12. VALIDITY OF OFFER

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

13. AWARD OF WORK

IIC reserves the right to split the job into two or more parts and to award the work to separate agencies/contractors. Work shall be awarded to tenderer, subject to the work experience and fulfillment of other terms & conditions and specifications. Final decision lies with the Director, IIC.

14. ACCEPTANCE / REJECTION OF TENDER

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

15. CORRECTIONS

- a. No corrections or overwriting will be entertained in schedule of rates by using

correcting fluid. All correction in the schedule of rate should be initialed.

- b. Inconsistencies/ Ambiguities in the price bid (schedule of quantities) shall be dealt within accordance with the following rules: -
- c. Since this is an Item Rate Tender, only rates quoted shall be considered. Any tender containing percentage below/ above the rates is liable to be rejected.
- d. Rates quoted by the tenderer in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the tenderer shall be taken as correct.
- e. Where the rates quoted by the tenderer in figures and words tally, but the amount is not worked out correctly, the rates quoted by the tenderer shall be taken as correct and not the amount.
- f. Where rate(s) of item(s) has been quoted in figures leaving the words blank or vice versa, but the amount is not worked out as per the rate(s) quoted, the rates quoted by the tenderer (either in figures or words) shall be taken as correct and not the amount.
- g. In the event no rate has been quoted for any item(s), leaving space both in figure(s), word(s) , and amount blank, it will be presumed that the contractor has included the cost of this/ these item(s) in other items and rate for such item(s) shall be considered as zero and work will be required to be executed accordingly.

16. **FIRM RATES**

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

- 17. It will be obligatory on the part of the tenderer to sign the tender documents for all the components & parts. After the work is awarded, he will have to enter into an agreement on proforma to be provided by the IIC for work awarded, on a non-judicial stamp paper of requisite value at his own cost within ten days from date of receipt of acceptance order or before the work is undertaken.
- 18. Any addendum/ corrigendum issued shall form a part of the tender document. There will not be any press notification on amendment/ corrigendum. The purchasers of the tender document/ the prospective tenderers are required to visit IIC DELHI website and CPP Portal for all such amendments/ corrigenda to NIT as well as the tender document.
- 19. A check list of documents/fees etc. is provided on the next page. Tenderers are requested to fill up the response column (Yes/No) before submitting the tender.

Scope of Work.

1. **Name of the Work:** Civil & MEP and associated services work at Kitchen and associated areas at India International Centre

SITC – Kitchen Equipment

2. Kitchen Equipment manufacturer or authorized supplier may submit Tender for Kitchen Equipment only.
3. IIC reserves the right to award the work either wholly or partially to any Contractor it may find suitable including re-tender partial work as may be required in the best interests of IIC.
4. **Quality and workmanship:** Tools / equipment /Scaffolding executed in the most professional manner with standard.
5. **Execution of Work:** The proposed work has to be executed remains operational day timing 9.00 AM to 6 PM Therefore, these works shall be carried out in such a way that there is minimum inconvenience to the Guest room inmates / Member and work is to be completed in time bound manner.
6. **SITE VISIT:** The tenderer is advised to visit and examine the site and its surroundings to get acquainted with the scope of work fully at his / their cost and obtain, for himself on his own responsibility, all information that may be necessary for preparing the tender and entering into a contract.

For site visit and any clarification / information/ assistance, theintending tenderers may contact Head Maintenance Department or Catering Manager

The agency shall be deemed to have inspected the site and its surroundings before hand and taken into account all relevant factors pertaining to the site in the preparation and submission of the Tender.

7. **Safety**

- a. All necessary personal safety equipment such as helmets protective footwear goggles / eye shields, life jackets, gas masks, safety belts etc. as considered adequate by the Engineer-in-Charge shall be available for use of persons employed on the site and maintained in conditions suitable for immediate use; and the contractor shall take adequate steps to ensure proper use of equipment by those concerned.

- b. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites shall be so stacked or placed as to cause danger or inconveniences to any person or the public. The contractor shall provide all necessary fencing to protect public from accidents and shall be bound to bear expenses of defense of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damage and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.

8. **Avoidance of Nuisance**

The contractor shall take all precautions to avoid any nuisance arising from his operations. This shall be accomplished, wherever possible by suppression of nuisance at source rather than abatement of the nuisance once generated.

9. **Noise & Distribution / Pollution**

All work shall be carried out without unreasonable noise and disturbance. The contractor shall indemnify and keep indemnified the employer from and against any liability for damages on account of noise or other disturbance created while carrying out or in carrying out the work,

Subject and without prejudice to any other provision of the contract and the law of the land and its obligation as applicable, the contractor shall take all reasonable precautions.

10. **Cleaning of Site:** The work of the contractor will not be treated as complete unless he removes all the debris of the work from the site complete with in the 100 meter lead. The contractor shall have to remove dust and dirt from floors and colour splashes from floors, walls, door windows, glass-panes etc.
11. No interest shall be payable to the contractor against the Security Deposit furnished / recovered from the contractor, by the IIC.
12. **Deduction:** As applicable.
13. Raise your all invoices/challan exactly as per all specification/information mentioned in this order and as prescribed in the GST Act.
14. It shall be the sole responsibility of the supplier to determine whether CGST+SGST/UGST or IGST is payable in case of supplies made and applicable HSN / SAC Code for the same. Taxes paid to the supplier shall be liable to be recovered along with interest @ 24% and penalty, if any, imposed on us, in case the supplier fails pay the same / to report / incorrectly reports the said supply / payment details in the monthly/ quarterly/ annual returns as may be required to be

filed under the CGST Act, 2017/ IGST Act, 2017 / UGST Act and State GST Act applicable in the State of the supplier.

15. Vendor agrees that during the term of its performance here under, it shall, at its sole cost, maintain worker's compensation insurance and other legally required insurance in accordance with and meeting requirements of applicable law.
16. **Completion:** The work shall be completed in 120 days or as per schedule given by the HMD
17. **Labour:** The Contractor shall, in respect of labour employed by him either directly or indirectly will comply with all the labour regulations. The contractor shall not employ in connection with the works any person who is below 18 years of age. During the execution of painting work, if any mishappening / accident or injury occurs to the labour or anyone else all expenses will be on account of contractor and IIC will not bear anything.
18. The estimated quantities as mentioned in the Annexure are indicative. The final payment shall be released as per the actual site measurement jointly carried out the representatives of IIC and the contractor.
19. The work to be carried out under the Contract shall, include all labour, materials, tools, plant, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities shall, unless otherwise stated, be held, to include wastage on materials, carriage and cartage, carrying in return of empties hoisting, setting, fitting and fixing in position and all other labour necessary in and for the full and entire execution and completion as aforesaid in accordance with good practice and recognized principles.

20. Deviations/Variations Extent & Pricing:

The Engineer-in-Charge shall have power (i) to make alteration in, omissions; from additions to, or substitutions for the original specification, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of

the Site or for any other reasons, and the Contractor shall be bound to carry out the Works in accordance with any instructions given to him in writing signed by The Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the Contract as if originally provided therein and any altered, additional or substituted work which the contractor may be carried out on the same conditions in all respects including price on which he agreed to do the main work. Any alterations, omissions additions or substitutions ordered by the Engineer-In-Charge which in the opinion of the contractor changes the original nature of the Contract, he shall carry it out and the rates for such additional, altered or substituted work shall be determined by the Engineer-in-Charge as per clause 10 (i) to (iii) of the tender document.

21. Rates for Extra/Additional Items

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

22. Suspension of Works:

- a. The contractor shall, on receipt the order in writing of the Engineer-in-Charge, suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary for any of the following reasons:
 - i. On account of any default on part of the Contractor;
 - ii. For proper execution of the Works or part thereof for reasons other than the default of the Contractor; or
 - iii. For safety of the works or part thereof. The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-Charge.
- b. If the suspension is ordered for reasons (ii) and (iii) in sub-para (a) above, the Contractor shall be entitled to an extension of the time equal to the period of every such suspension plus 25%.

23. Time and Extension for Delay:

- a. The execution of the works shall commence from the 10th day after the date on which the IIC issues written orders to commence the work or from the date of handing over of the site, whichever is earlier. If the Contractor commits default in commencing the execution of the work as aforesaid, IIC shall without prejudice to any other right or remedy be at liberty to forfeit the earnest money absolutely and cancel the award of work.

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

24. If the work be delayed by

- i. Force majeure or Abnormally bad weather or Serious loss or damage by fire, or Civil commotion, local combination of workmen strike or lockout, affecting any of the trades employed on the work, or
- ii. Delay on the part of other contractors or tradesmen engaged by IIC in executing work not forming part of the contract, or
- iii. Any other cause which, in the absolute discretion of the authority mentioned in Appendix is beyond the Contractor's control;

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

- b. Request for extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay. The Contractor may also if practicable, indicate in such as request the period for which extension is desired.
- c. If any such case the competent authority may give a fair and reasonable extension of time for completion of the work. Such extension shall be communicated to the contractor by the Engineer-in-Charge and no compensation whatsoever for the extended period, if any shall be applicable/ payable.

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

26. MATERIALS

- a. All materials to be provided by the Contractor shall be in conformity with the specifications laid down in the contract and the Contractor shall, if requested by the Engineer-in-Charge, furnish proof to the satisfaction of Engineer-in-

Charge in this regard.

- b. The contractor shall indemnify the IIC, its representatives or employees against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties or other charges which may be payable in respect of any article or material or part thereof included in the Contract. In the event of any claim being made or action being brought against the IIC or any agent, servant or employee of the IIC in respect of any such matters as aforesaid, the Contractor shall immediately be notified thereof.
- c. The Engineer-in-Charge shall be entitled to have tests carried out as specified as per relevant standard code of practice for any materials supplied by the Contractor even for those for which, as stated above, satisfactory proof has already been furnished, at the cost of the Contractor and the Contractor shall provide at his expense all facilities which the Engineer-in-Charge may require for the purpose. The cost of materials consumed in tests shall be borne by the Contractor.
- d. Stores and Materials required for the works, brought by the Contractor, shall be stored by the Contractor only at places approved by the Engineer-in-Charge. Storage and safe custody of material shall be the responsibility of the contractor.
- i) IIC's officials concerned with the Contract shall be entitled at any time to inspect and examine any materials intended to be used in or on the works, either on the Site or at factory or workshop or other place(s) where such materials are assembled, fabricated or at any place(s) where these are lying or from where these are being procured and the contractor shall give such facilities as may be required for such inspection and examination.
- ii) All materials brought to the Site shall become and remain the property of the IIC and shall not be removed off the Site without the prior written approval of Engineer-in-Charge of the IIC.

27. Labour laws and payment of wages to be complied:

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

The contractor shall obtain a valid license under the Contract Labour (R&A) Act, 1970 and the Contract Labour (R&A) Central Rules, 1971, before the commencement of the work, and continue to have a valid license till completion of work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986. The contractor shall comply with the provisions of the Payments of wages act, 1936, Minimum wages Act, 1948, Employment liability Act, 1938, Workmen's compensation

act 1923, Industrial dispute Act, 1947, the factories act 1948, mate benefit act 1961 and any statutory amendments or re-amendments thereof for the time being in force.

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

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

28. Liquidated Damages for Delay

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

29. Defects Liability Period :

The Contractor shall be responsible to make good and remedy at his own expense within defect liability period of one year from the date of completion of the work in all respect. All defects during the period shall be the responsibility of the contractor. IIC will contact any third party in this regard.

30. Contractor's Liability and Insurance

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

- a. In the event of any loss or damage to the Works or any part thereof or to any material or articles at the Site from any of the Excepted Risks the following provisions shall have effect:
 - i. The Contractor shall, as may be directed in writing by the Engineer-in-Charge, remove from the site any debris and so much of the works as shall have been damaged.
 - ii. The Contractor shall, as may be directed in writing by the Engineer-in-Charge, proceed with the completion of the works under and in accordance with the provisions and Conditions of the Contract, and
- b. Provided always that the Contractor shall not be entitled to payment under the above provisions in respect of so much loss or damage as has been occasioned by any failure on his part to perform his obligations under the Contract or not taking precautions to prevent loss or damage or minimize the amount of such loss or damage.
- c. The Contractor shall indemnify and keep indemnified the IIC against all losses and claims for injuries or damage to any persons or any property whatsoever which may arise out of or in consequence of the construction and maintenance of works and against all claims, demands proceedings, damages costs, charges and expenses whatsoever in respect of or in relation thereto. Provided always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or to indemnify the IIC against any compensation or damage caused by the Excepted Risks.
- d. Before commencing execution of the work, the Contractor shall, without in any way limiting his obligations and responsibilities under this condition, obtain and deposit with the IIC-Contractors "All Risk Policy" and "Third Party" Insurance policy.
- e. The Contractor shall at all times indemnify the IIC against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936, Minimum Wages Act. 1948, Employer's Liability Act, 1938 the Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947 and the Maternity Benefit Act. 1961 or any modifications thereof or any other law relating thereto and rules made thereunder from time to time.

- f. The Contractor shall prove to the Engineer-in-Charge from time to time that he has taken all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till completion of the work.
- g. All statutory deductions as applicable like TDS, sales tax/VAT shall be made from the due payment of the contractor.
- h. No claim for interest will be entertained by the IIC in respect of any balance payments or any deposits which may be held up with the IIC due to any dispute between the IIC and contractor or in respect of any delay on the part of the IIC in making final payment or otherwise.
- i. The contractor shall ensure that no materials/wastes/plant, equipment etc. are dumped at the site. In case any of the above items are dumped the contractor shall clear the same from the site by or before completion of the work at his own cost or otherwise IIC DELHI will carry out the work at the contractor's risk and cost after 7 days' notice.
- j. The contractor will have to make their own arrangement for facilitating movement of labour to work site and back. Facilities are to be provided to labourers as per statutory provision and the same shall not entail or attract any extra cost to IIC DELHI.

31. Safety Code:

- a. The Contractor shall at his own expense arrange for the safety provisions as appended to these conditions or as required by the Engineer-in-Charge, in respect of all labour directly or indirectly employed for performance of the works and shall provide all facilities in connection therewith. In case the Contractor fails to make arrangements and provide necessary facilities as aforesaid the Engineer-in-Charge shall be entitled to do so and recover cost thereof from the Contractor.
- b. The contractor shall provide and maintain at his own expenses guards, fencing and matching when and where necessary or required by the Engineer-in-Charge for the protection of the works or for the safety and convenience of those employed on the works or the public.
- c. The IIC shall not be liable for any accident, injury or for any other mishap caused to him/them/their employees/agents and labour employed by the contractor and for any kind of damage during the execution of the contract or work done. For any kind of such injury or loss caused to any person/persons mentioned herein above, the contractor shall be exclusively liable.

32. Cancellation of Contract in Full or in Part:

If the Contractor:

- a. At any time makes defaults in proceeding with the Works with due negligence and continues to do so even after a notice in writing of 7

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

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

- a. The Competent Authority shall on such cancellation, be entitled to:
 - i. Take possession of the site and any materials, construction plant, implements, stores, etc., thereon; and/or
 - ii. Carry out the incomplete work by any means at the risk and cost of the Contractor.
- b. On cancellation of the Contract, in full or in part, the Accepting Authority shall determine the quantum of amount, if any, recoverable from the Contractor for completion of Works or part of the works or in case the works or part of the works is not completed, the loss or damage suffered by the IIC. In determining the amount credit shall be given to the Contractor for the value of the work, if any, executed by him up to the time of cancellation, the value of contractor's material taken over and incorporated in the work and use of tackle and machinery belonging to the Contractor.
- c. Any excess expenditure incurred or to be incurred by the IIC in completing the Works or part of the Works or the excess loss or damages suffered or may be suffered by the IIC as aforesaid after allowing such credit shall be recovered from any money due to the Contractor or any account, and if such money is not sufficient the Contractor shall be called upon in writing to pay the same within 30 days.
- d. If the Contractor shall fail to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the Contractor's unused materials, constructional plant, implements, temporary buildings, etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the Contractor under the contract and if thereafter there be any balance outstanding from the Contractor, it shall be recovered in accordance with the provisions of the Contract.
- e. Any sums in excess of the amounts due to the IIC on unsold material, constructional plant, etc. shall be returned to the Contractor, provided always that if cost or anticipated cost of the completion by the IIC of the works or part of the works is less than the amount which the Contractor would have been paid had he completed the works on part of the works such benefit shall not accrue to the Contractor.

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

- a. If the Contractor or his workmen or employees shall injure or destroy any part of the building in which they may be working or any building, road, fence etc, continuous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work while in progress the Contractor shall upon receipt of a notice in writing in that behalf make the same good at his own expense. If it shall appear to the Engineer-in-Charge or his Representative at any time during construction or re- construction or prior to the expiration of Defects Liability Period, that any work has been executed with unsound, imperfect or unskilled workmanship or that any materials or articles provided by the Contractor shall, upon receipt of a

notice in writing in that behalf from the Engineer-in-Charge, forthwith rectify or remove and re-instruct the work so specified in whole or in part, as the case may require or as the case may be, and/or remove the materials or articles at his own expense, notwithstanding that same may have been inadvertently passed, certified and paid for and in the event of his notice aforesaid, the Engineer-in-Charge may rectify or remove and re-execute the work and/or remove and replace with others the materials or articles complained of as the case may be, by other means at the risk and expense of the Contractor.

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

35. Urgent Works:

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

36. PAYMENTS:

- 1. Payment: 10% Advance against Bank Guarantee or Security Money.**

Kitchen Equipment

20% on completion of fabrication of Kitchen Equipment at site on the basis of Site inspection

50% on supply of equipment at site as per schedule given by Catering Manager (CM) or Head, Maintenance Division (HMD)

15% on installation and satisfactory commissioning

5% Retention Money which will be paid one year after commissioning or completion

Payment shall be released as per the quantum of work executed in accordance to the instruction and drawings issued to the contractor. Any work executed by the contractor in violation to the tender specifications, drawings and direction of Engineer in charge shall constitute breach of agreement and shall not qualify for the measurement. The measurement shall be jointly recorded by the

contractor and representative of IIC DELHI. If Contractor intends to submit interim R.A Bills these should not be less than Rs 5.0 Lac of the work executed. All other statutory deductions and Security deposit as applicable shall be effected from each running bill.

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

All statutory deductions as applicable like TDS, GST, labour cess etc. shall be made from the due payment of the contractor.

37. ARBITRATION AND LAWS

In the event of any dispute, the same shall be referred to the sole arbitration of the Director of the IIC or such officer he may appoint to be the arbitrator. There shall be no objection that the Arbitrator is an employee of the IIC or that he had to deal with the matter to which this tender relates in the course of his duties as an employee of the IIC, and/or he has expressed his views on all or any of the matters in dispute or differences. The award of the officer so appointed by him shall be final and binding on the parties.

The venue of Arbitration shall be at IIC only.

The award of the arbitrator shall be final, conclusive and binding on all parties to this contract.

The cost of arbitration shall be borne by the parties to the dispute, as may be decided by the arbitrator(s).

38. Warranty:- One year from the date of installation.

39. Commissioning reports, Service Reports, finished layout plans shall be submitted wherever applicable.

ANNEXURE 6

SPECIAL CONDITIONS

1. During working at site, some restrictions may be imposed by Engineer-in-Charge/Security staff of IIC or Local Authorities regarding safety and security etc., the contractor shall be bound to follow all such restrictions/instruction & nothing extra shall be payable on this account.
2. No compensation shall be payable to the contractor for any damage caused by rains lightening, wind, storm, floods Tornado, earth quakes or other natural calamities during the execution of work. He shall make good all such damages at his own cost; and no claim on this account will be entertained.
3. No labour hutment shall be allowed in the premises. All labourers should leave the site after day's work. The security & Watch ward of site contractor materials/work etc. shall be at his cost only.
4. All rates quoted by the tenderers shall be complete inclusive of all taxes, duties, labour, Tool & Plant, Transportation etc., and the same shall remain firm for the entire contract period and extended contract period, if any.
5. If the contractor fails to proceed with the work within the stipulated time as specified from the date of issue of letter of intent/letter to proceed with the work, the IIC shall forfeit the earnest money deposited by him along with the tender.
6. **Execution of Work At Risk & Cost of Contractor:**

The balance work, if any, left to be completed after the determination/cancellation of the contract as per clause no. 21 of the 'General Conditions of Contract' shall be got executed by the IIC as stipulated in the said clause at the risk and cost of the contractor and the additional expenditure, if any, incurred by the IIC in getting the work executed in the manner stated above, the same shall be recovered from the dues of contractor. In case the dues of the contractor are not sufficient, the contractor shall be liable to deposit the excess amount incurred by the IIC as communicated by the Engineer-in-charge within 30 days of written notice.
7. The work has to be executed in accordance with the latest CPWD specification mentioned in the BOQ and in case of any discrepancy the CPWD specifications with latest amendments if any, shall be followed. The decision of the Engineer-In-Charge in this regard shall be final and binding upon the contractor.
8. The materials used for carrying out the work shall be of best locally available quality and the contractor has to carry out the necessary testing of the material as ordered by the Engineer-In-Charge for its conformity and all testing charges shall be borne by the contractor.

9. All the civil works, if required, like fixing of load hooks, making chases in the wall, drilling of holes, fixing of doors and finishing of jambs, providing scaffolding for carrying out complete works shall be arranged by the contractor and making good the same. Nothing extra on these account shall be considered or paid.
10. The contractor shall be fully responsible for the any injury or damage caused to the workmen deployed by him at site for carrying out the work and IIC has nothing to do with such happenings and in no way shall be held responsible for the same.
11. The work should be carried out in the working office and the contractor shall be make arrangements to the smooth functioning of the office.
12. The Contractor shall provide temporary facility temporary kitchens and store using existing equipment including all services like plumbing, Electrical and ventilation services. These will remain part of the Contract through the execution. On completion and shifting of these services such temporary shall be restored to original condition.
13. **All communication should be addressed to the HMD or CM, 40 Max Muller Marg New Delhi 110003**

Signature of Contractor

