

INDIA TRADE PROMOTION ORGANISATION
PRAGATI MAIDAN, NEW DELHI – 110 001

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Subject: Hiring of Heavy/light duty Cranes from 13th to 28th November, 2013 during India International Trade Fair' 2013 to be held at Pragati Maidan, New Delhi.

- (i) Rates for Heavy duty Crane including Driver/staff & all accessories for 12 hours for Rs.....

Service Tax @ as applicable.....

Total: Rs.....

- (ii) Rates for light duty Crane for 12 hours for Rs.....

Service Tax as applicable.....

Total: Rs.....

- (iii) To be submitted by **1.30** p.m. on or before **22.10.2013** to **Manager (Security), Security Control Room, India Trade Promotion Organisation, Pragati Maidan, New Delhi-110001.**

- (iv) To be opened in presence of tenderers who may be present at 3.00 p.m. on **22.10.2013.** in the office of **Sr. Manager (Security), Security Control Room, India Trade Promotion Organisation, Pragati Maidan, New Delhi**

Issued to M/s

Signature of officer issuing the documents.....

Designation:- Manager(Security)

Date of Issue.....

TENDER

I/We have read and understood the notice inviting tender, specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified to the CMD, ITPO within the time specified, schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in General Terms & Conditions and Conditions of contract and with such materials as are provided and in respects in accordance with, such conditions so far as applicable.

We agree to keep the tender open for sixty (60) days from the due date of its opening and not to make any modifications in its terms and conditions. A sum of Rs.....has been deposited in cash/demand draft of a scheduled bank as security deposit. If I/we fail to furnish the prescribed performance guarantee within prescribed period, I/we agree that the CMD, ITPO or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said security deposit absolutely. Further, if I/we fail to commence work as specified, I/we agree that CMD, ITPO or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said security deposit and the performance guarantee absolutely, otherwise the said security deposit shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon ordered, up to maximum of the percentage mentioned and those in excess of that limit at the rates to be determined in accordance with the provision contained in tender form.

Further, I/We agree that in case of forfeiture of security deposit or both & Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

I/We hereby declare that I/we shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information derived there from to any person other than a person to whom I/we am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated

Signature of Contractor

Postal Address:

Witness:

Address:

Occupation:

ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the CMD, ITPO for a sum of Rs.....Rupees.....).

The letters referred to below shall form integral part of this contract/Agreement.

(a)

(b)

(c)

For & on behalf of the CMD, ITPO

Signature.....

Designation.....

Dated.....

SCHEDULES

Schedule of quantities (Enclosed)

Schedule of materials to be issued to the contractor.

S.No.	Description of item	Quantity	Rates in figures & words	The material will be charged to the Contractor
1.		2	3	5

Hiring of Crane during the month of November, 2013

SCHEDULE 'C'

Tools and plants to be hired to the contractor

S.No.	Description	Hire charges per day	Place of issue
1.	2.	3	4

Not Applicable

Extra schedule for specific requirements/documents for the work, if any:



Terms & Conditions

1. All the cranes should be in good condition along-with Driver and sufficient number of trained staff and the cranes be fitted with PA system.
2. In case the party withdraws or fails to meet ITPO's requirement it will amount 100% deduction from the total billing.
3. The cranes will be utilized both by ITPO as well as by Delhi Traffic Police.
4. All safety precautions would be followed by the crane provider to avoid any mishap. In case of any mishap the party will be held responsible for third party and comprehensive claims.
5. The entire staff will be in possession of operating licenses.
6. The crane shall have road worthiness certificate.
7. The drivers and operators must be equipped with mobile phones for quick response.
8. The cranes will daily report at designated places at given time.
9. The bidder is required to submit a certified copy of valid Service Tax No., VAT No., PAN No. etc. where ever applicable.
10. The qualified bidder shall have to submit their bills by 10th December, 2013 positively.

Reference to General Conditions of contract:

Name of work:

Estimated cost of work:

Earnest money:

(ii) Performance Guarantee

(iii) **Security Deposit**

10% of tendered value

General Rules & Direction:

Officer inviting tender

Manager/Sr. Manager

2 (v) Officer-in-Charge

Manager/Sr. Manager or his representative

2 (viii) Accepting Authority

As per DFPR Sch. I-V of ITPO

2 (xii) Department

ITPO

9 (ii) General condition of contract

Condition of contract

Time allowed for submission of Performance Guarantee From the date of issue of letter of acceptance days Maximum allowable extension beyond the period (Provided in i) above days

Authority for fixing compensation under clause 3 of P/14

HOD/ED

Number of days from the date of issue of letter Acceptance for reckoning date of start one day

Gross work to be done together with net payment/adjustment not applicable or advance for material collected, if any since the last such payment for being eligible to interim payment

List of testing equipment to be provided by the contractor at site lab

1.....Nil..... 2.....

3.....Nil..... 4.....

5.....Nil..... 6.....

Specification to be followed for execution of work

Competent Authority for deciding reduced rates/part rates

HOD

GENERAL TERMS & CONDITIONS

1. Prices quoted will be excluding service tax. Service Tax, as applicable will be paid separately. The tenderer shall submit documentary evidence of depositing the service tax to authority.
2. Only sealed and signed tenders received as per NIT will be considered. Tenders received through other modes like Fax and email shall not be eligible for consideration. The tenders received after due time and date shall not be considered and shall not be opened. These will be returned unopened.
3. In the event that more than one bidder submits equal bids, ITPO's Decision will be final and binding.
4. The tenderer should not have been black-listed by any Central/State Ministry or PSU etc. In all such cases, the tender would be rejected and their earnest money so deposited would be forfeited.
5. **Security deposit 10%** of estimated cost in cash (up to Rs.10, 000/- and over and above by demand draft of a scheduled bank issued in favour of '**India Trade Promotion Organisation**') will be deposited.
6. The competent authority on behalf of CMD does not bind himself to accept the Lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without assigning any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition, including that of conditional rebate, is put forth by the Tendered shall be summarily rejected.
7. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be rejected.
8. The competent authority on behalf of CMD reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
9. The tender shall remain open for acceptance for a period of sixty days from the date of opening of tenders. If any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any

modifications in the terms and conditions of the tender which are not acceptable to the department, then ITPO shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said security deposit as aforesaid. Further the tenderer shall not be allowed to participate in the re-tendering process of the work.

10. This Notice Inviting Tender shall form a part of the contract document. The successful tenderer, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of:-
 - (a) The notice inviting tender, all the documents including additional conditions, specifications and drawings, if any, forming part of the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
 - (b) Agreement copy
 - (c) Award Letter
 - (d) Schedule of Quantities
11. Any person who submits a tender shall fill up the rate of each item of the work. In case, if any item is left blank that would be treated as nil. That item would be executed by the Agencies and payment would be paid as deemed fit by the Officer In Charge or would be summarily rejected. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, including conditional rebates, will be summarily rejected. No tender shall include more than one work, and contractors who wish to tender for two or more works shall submit separate tender for each. Tender shall have the name and number of the works to which they refer, written on the envelopes.
12. In the tenders, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected. Rates quoted by the contractor in the tender 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 contractor shall unless otherwise proved will be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words, then the

rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally, but the amount is not worked out correctly, the rates quoted by the contractor will, unless otherwise proved, be taken as correct and not the amount.

13. All rates shall be quoted on the tender form. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the word 'Rs.' Should be written before the figure of rupees and word 'P' after the decimal figures, e.g. 'Rs.2.15 P' and in case of words, the word, 'Rupees' should precede and the word 'Paisa' should be written at the end. Unless the rate is in whole rupees and followed by the word 'only' it should invariably be up to two decimal places. While quoting the rate in schedule of quantities, the word 'only' should be written closely following the amount.
14. On acceptance of the tender, the name of the authorized representative(s) of the contractor who would be responsible for taking instructions from the Officer-in-Charge shall be communicated in writing to the concerned Manager-in-Charge.
15. Sales-tax/VAT, purchase tax, turnover tax or any other tax on material in respect of this contracts shall be payable by the Contractor and ITPO will not entertain any claim whatsoever in respect of the same.
16. The contractor shall comply with the provisions of the Apprentices Act 1961, Minimum Wages Act, 1948, minimum wages notified by local Government or as defined in Wages Act not less than fair/minimum wages and Apprentice Act 1966, Contract Labour (R&A) Act, 1970, Contract Labour (R&A) Central Rule 1971, Child Labour (Provisional & Regular) Act 1986, amended from time to time and rules framed there under and other labour laws affecting contract labour that may be brought into force from time to time. If he fails to do so, the failure will be treated as breach of the contract and the Manager/Senior Manager may at his discretion, without prejudice to any other right or remedy available in law, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act. 15. Contracts shall deposit royalty and obtain necessary permit for supply of goods and services from local authorities. If pursuant to or under any

law, notification or order, any royalty, cess or the like becomes payable by ITPO and does not any time become payable by the Contractor to the State Government/ local Authorities in respect of any material used by the contractor in the works then in such a case, it shall be lawful to the ITPO and it will have the right and entitled to recover the amount paid in the circumstances as aforesaid from dues to the contractor.

17. 'Work' means work including execution of work, supply of materials, services and equipment, etc.

CONDITIONS OF CONTRACT

1. The Contract means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the CMD and the Contactor, together with the documents referred to therein including the conditions, the specifications, designs, drawings and instructions issued from time to time by the concerned Manager and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
2. The Contractor shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
3. Excepted Risk are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by ITPO of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to ITPO's faulty design of works.
4. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all the obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works as the case may be (Sufficiency of Tender).
5. All documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions (Discrepancies and Adjustment of Errors)
 1. Performance Guarantee (not applicable)

(i) The contractor shall submit an irrevocable Performance Guarantee of 5% (Five Percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract /agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified from the date of issue of letter of acceptance. This period may be further extended by the officer in-Charge on written request of the agency stating the reason for delays in procuring the Performance Guarantee to the satisfaction of the officer-in-Charge. This guarantee shall be in the form of Cash (in case guarantee amount is less than Rs.10,000/-) or Demand Draft of any scheduled bank/Pay Order of any scheduled bank (in case guarantee amount is less than Rs. 1, 00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India. In case a fixed deposit receipt of any Bank is furnished by the contractor to the ITPO as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the ITPO to make good the deficit.

- (i) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case the time of completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor without any interest.
- (ii) ITPO shall not make a claim under the Performance Guarantee except for amounts to which entitled under the contract (not withstanding and / or without prejudice to any other provisions in the contract agreement) in the event of:
 - (a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Officer-In-Charge may claim the full amount of the Performance Guarantee.

- (b) Failure by the contractor to pay, any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement within 30 days of the service of notice to this effect by Officer-in-Charge.
- (iii) In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the CMD, ITPO.

2. Recovery of Security Deposit

- {i} The tenderer whose tender(s) may be accepted (hereinafter called the contractor) shall permit ITPO at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5% of the gross amount of each running bill till the sum along with the sum already deposited as earnest money, will amount to security deposit of 5% of the tendered value of the work. Such deductions will be made and held by ITPO by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in cash or in the form of Government Securities or fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the contractor to the ITPO as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the ITPO to make good the deficit.
- (i) All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the contractor by ITPO on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favour of the India Trade Promotion Organisation, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills of the contractor at the rates

mentioned above and the Earnest money deposited at the time of tenders will be treated as part of the Security Deposit.

- (ii) The security deposit as deducted above may be released against bank guarantee issued by a scheduled bank, on its accumulations to a minimum of Rs. 5 lakh subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs. 5 lakh.

3. Compensation for Delay

- (i) If the contractor fails to maintain the required progress to complete the work on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the ITPO on account of such breach, pay as agreed 'compensation'.

- (ii) ED, ITPO may levy the compensation at a rate of 1% or smaller amount on delay of each completed day or as decided by him whose decision in writing shall be final and binding. Provided always that the total amount on compensation for delay to be paid under this Condition shall not exceed 10% of the Tendered Value of work

1. When Contract can be Determined

Subject to other provisions contained in this clause, the Officer-in-Charge may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

- (i) If the contractor having been given by the officer in charge a notice in writing to rectify, reconstruct or replace any defective work (work includes supply of materials also) or that the work is being performed in an inefficient or otherwise improper or unworkmanlike manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.

- (ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the officer-in-Charge (which shall be final and binding), he will be unable to secure

completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the officer in-Charge.

(iii) If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that regard by the officer-in-Charge.

(iv) If the contractor persistently neglects to carry out his obligations under the contract and/or commits default in complying with any of the terms and conditions of the 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 regard by the officer-in-Charge.

(v) If the contractor shall offer or give or agree to give to any person in ITPO service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for ITPO.

(vi) If the contractor shall enter into a contract with ITPO 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 terms of payment thereof have been previously disclosed in writing to the officer-in-Charge.

2. Time and Extension for Delay

The time allowed for execution of the Works as specified or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from the date of award of work. If the Contractor commits default in commencing the execution of the work as aforesaid, ITPO shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee absolutely.

As soon as possible after the Contract is concluded, the Contractor shall submit a Time and Progress Chart for each mile stone and get it approved by the Department. 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 of sections of the work and may be amended as necessary by agreement between the officer-in-Charge and the

Contractor within the limitations of time imposed in the Contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per mile stones given.

If the work(s) be delayed by:-

- i) Force majeure, or
- ii) Abnormally bad weather, or
- iii) Serious loss or damage by fire, or Civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- iv) Delay on the part of other contractors or tradesmen engaged by Officer-in-Charge in executing work not forming part of the Contract, or
- v) Any other cause which, in the absolute discretion of the Officer-in-Charge 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 Officer-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 Officer-in-Charge to proceed with the works.

Request for rescheduling of Mile Stones and 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 on the prescribed form. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.

In any such case the Officer-in-charge may give a fair and reasonable extension of time and reschedule the mile stones for completion of work. Such extension shall be communicated to the Contractor by the Officer-in-Charge in writing, within 3 months of the date of receipt of such request. Non application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Officer-in-Charge and this shall be binding on the contractor.

3. Measurements of Work Done

Officer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement, the value in accordance with the contract of work done.

All measurement of all items having financial value shall be entered in Measurement Book or the Store Register or any other methods so that a complete record is obtained of all works performed under the contract (as applicable).

All measurements and levels shall be taken jointly by the Officer-in-Charge or his authorized representative and by the contractor or his authorized representative from time to time during the progress of the work and such measurements shall be signed and dated by the Officer-in-Charge and the contractor or their representatives in token of their acceptance. If the contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties.

If for any reason the contractor or his authorized representative is not available and the work of recording measurements is suspended by the Officer-in-Charge or his representative, the Officer-in-Charge and the Department shall not entertain any claim from contractor for any loss or damages on this account.

If the contractor or his authorized representative does not remain present at the time of such measurements after the contractor or his authorized representative has been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of measurement, then such measurements recorded in his absence by the Officer-in-Charge or his representative shall be deemed to be accepted by the Contractor.

4. Payment on Intermediate Certificate to be regarded as Advances

No payment shall be made for part work, till the whole of the work shall have been completed and certificate of completion given. For work estimated to cost over Rupees five lakhs, the interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measures to the Officer-in-Charge. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. Officer-in-Charge shall prepare or cause to be prepared such bills in which event no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Officer-in-Charge certifying the sum to which the contractor is considered

entitled to by way of interim payment at such rates as decided by the officer-in-Charge. The amount admissible shall be paid by 30th working day after the day of presentation of the bill by the Contractor to the Officer-in-Charge or his junior Officer together with the account of the material issued by the department or dismantled materials, if any. In the case of works outside the headquarters of the Officer-in-charge, the period of ten working days will be extended to fifteen working days.

5. Payment of Final Bill

The full/final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Officer-in-charge whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Officer-in-Charge, will, as far as possible be made within the period specified herein under, the period being reckoned from the date of receipt of the bill by the Officer-in-charge or his authorized Officer, complete with account of materials issued by the Department and dismantled materials.

6. Work to be executed in accordance with the Specifications, Drawings, and Orders etc.

The contractor shall execute the whole and every part of the work in the most substantial workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The Contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work assigned by the officer-in-Charge and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in the standard specifications of ITPO.

The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works, plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is

specified or is reasonably inferred from the contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works and method of construction.

7. Foreclosure of Contract due to abandonment or Reduction in scope of work.

If at any time after acceptance of tender, ITPO shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Officer-in-Charge shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

8. Suspension of Work

(i) The contractor shall, on receipt of the order in writing of the Officer-in-Charge, (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as the Officer-in-Charge may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons:

- A) On account of any default on the part of the contractor
or
- B) for proper execution of the works or any part thereof for reasons other than the default of the contractor; or
- C) 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 regard by the Officer-in-charge.

9. Action in case Work not done as per Specifications

All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to inspection and supervision of the

Officer-in-Charge or his authorized subordinates in charge of the work and all the superior officers, officer of the Quality Assurance Unit of the Department or any organization engaged by the Department for Quality Assurance and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly authorised in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

10. Contractor Liable for Damages, defects during Guarantee/maintenance period

If the contractor or his working people shall break, deface, injure or destroy any part the building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear after a certificate final or otherwise of its completion shall have been given by the Officer-in-Charge as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default thereof the Officer-in-Charge cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The contractor will remain liable for damages/defects during the guarantee/maintenance period.

11. Changes in firm's Constitution to be intimated

Where the contractor is a partnership firm, the previous approval in writing of the officer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern, such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of hereof

and the same action may be taken, and the same consequences shall ensue as provided

12. Settlement of Disputes & Arbitration

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings here-in before mentioned as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders of these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter within the jurisdiction of Delhi.

(i) If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Officer-in-Charge on any matter in connection with or arising out the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request HOD/ED, ITPO in writing for written instruction or decision. Thereupon, the CMD, ITPO shall give his written instructions or decision within a period of one month from the receipt of the contractor's letter.

(ii) Except where the decision has become final, binding and conclusive in terms of the Para (i) above, disputes or differences shall be referred for adjudication through arbitration by a sole arbitrator appointed by the CMD, ITPO in charge of the work or if there is no CMD, Executive Director of ITPO. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the CMD of the appeal.

It is also a term of this contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the Officer-in-charge that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the ITPO shall be discharged and released of all liabilities under the contract in respect of these claims.

The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs.1, 00,000/-, the arbitrator shall give reasons for the award.

It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties.

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

13. Contractor to indemnify ITPO against Patent Rights

The contractor shall fully indemnify and keep indemnified the ITPO 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 which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against ITPO in respect of any such matters as aforesaid, the contractor shall be immediately notified thereof and the contractor shall

be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise there from, provided that the contractor shall not be liable to indemnify the ITPO if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Officer-in-Charge in this behalf.

14. Withholding and lien in respect of sums due from contractor

Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the Officer-in-Charge or the ITPO shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the Officer-in-Charge or the ITPO shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Officer-in-Charge or the ITPO shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the Officer-in-Charge of the ITPO or any contracting person through the Officer-in-Charge pending finalization of adjudication of any such claim.

15. Lien in respect of claims in other Contracts

Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the officer-in-Charge or the ITPO or any other contracting person or persons through officer-in-Charge against any claim of the officer-in-Charge or ITPO or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the officer-in-Charge or the ITPO or with such other person or persons.

16. Conditions for reimbursement of levy/taxes if levied after receipt of tenders.

All tendered rates shall be inclusive of all taxes and levies payable under respective statutes. However, pursuant to the Constitution (46th Amendment Act, 1982, if any further tax or levy is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes/levies, the contractor shall be reimbursed the

amount so paid, provided such payments, if any, is not, in the opinion of the officer in charge (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.

17. Termination of Contract on death of Contractor

Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Officer in charge on behalf of the CMD ITPO shall have the option of terminating the contract without compensation to the contractor.

18. Apprentices Act provisions to be complied with

The contractor shall comply with the provisions of the Apprentices Act, 1961 and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the officer in charge may, in his discretion, cancel the contract.

The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

19. SAFETY CODE

Suitable safety should be provided for workmen for all works to prevent any misshaping to workers at place of work including Fire Safety, Security, etc. In case, if happened, contractor is responsible for all damages.