



IGNCA/RCB/2.134/2018-19 – Vol. IV

**INDIRA GANDHI NATIONAL CENTRE FOR THE ARTS**  
**REGIONAL CENTRE, BENGALURU**

**Tender Document**

**Name of Work: Providing Cement Concrete Road at IGNCA,  
Regional Centre, Bengaluru – 560056**

**Cost of Tender: Free of Cost**

(Tender Form can be downloaded from IGNCA's website)  
[www.ignca.nic.in](http://www.ignca.nic.in) & <https://eprocure.gov.in/eprocure/app>.

IGNCA/RCB/2.134/2018-19 – Vol. IV

**INDIRA GANDHI NATIONAL CENTRE FOR THE ARTS  
REGIONAL CENTRE, BENGALURU – 560056.**

**NOTICE INVITING TENDER**

**Name of Work: Providing Cement Concrete Road at IGNCA Regional Centre, Bengaluru – 560056.**

- NIT No. : 02 / 2019-20**
- Name of Work : Providing Plain Cement Concrete Road at IGNCA, Regional Centre, Bengaluru – 560056.**
- Estimated Cost : Rs. 21,47,770/-**
- Earnest Money (2% of the Estimated Cost) : Rs. 42,955/- (to be returned after receiving performance guarantee).**
- Security Deposit : The Security Deposit 2.5% of gross amount of each running bill and final bill will be deducted till the sum deducted will amount to security deposit of 2.5% of the tender value of the work.**
- Performance Guarantee : 5% of the tendered value of the work (to be returned after successful completion of work). In case of maintenance of building & services 2.5% P.G. will be converted in security deposit. Thus, makes security deposit as 5% of Tender Value which will be returned after 03 months of completion. Provided no defect are apparent in the work/services, if defect noticed in the work and not rectified by the agency, these will be got rectified from the security deposit available with IGNCA and decision of Regional Director (Bengaluru) will be final & binding.**

- **Earnest Money and Performance Guarantee will be deposited in the form of Demand Draft/ Pay Order/Bankers cheque, in favour of Regional Director, Indira Gandhi National Centre for the Arts, Regional Centre, Bengaluru, Kengunte Circle, Mallathalli, Jnanabharathi, Bengaluru - 560056.**
- **No interest shall be admissible on the Performance Guarantee and Security Deposit.**

**Time allowed for submission of Performance Guarantee:**

1. Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance is 5 days.
2. Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period provided in (i) above is 2 days.

**Time Allowed for execution of work: 45days**

Document Download: Tender documents may be downloaded from CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATE SHEET as under.

**CRITICAL DATE SHEET**

Published Date/ Bid Document Download Start Date :	<b>21.05.2019   4:00 p.m.</b>
Bid Submission Start Date	<b>21.05.2019   5:00 p.m.</b>
Bid Submission End Date/Time	<b>12.06.2019   4:00 p.m.</b>
Bid Opening Date	<b>14.06.2019   4:00 p.m.</b>

**REGIONAL DIRECTOR  
IGNCA RCB**

**INDIRA GANDHI NATIONAL CENTRE FOR THE ARTS  
REGIONAL CENTRE, BENGALURU – 560056.**

**GENERAL CONDITIONS**

**Name of Work: Providing Cement Concrete Road at IGNCARegional Centre, Bengaluru – 560056.**

Online **percentage rate tenders** are invited on behalf of Indira Gandhi National Centre for the Arts (IGNCA) from the registered contractor in appropriate class and category (Civil) of CPWD, PWD, MES, MCD, NDMC, DDA/BSNL and only enrolled/ enlisted contractor at Central Public Procurement Portal (CPPP) are entitled to participate or having experience for execution of similar works in government departments i.e. 3 no. works each of value not less than 40% of estimated cost put to tender or 2 no. works each of value not less than 60% of estimated cost put to tender or 1 no. work of value not less than 80% of the estimated cost put to tender the last 7 years ending previous month. The experience certificate shall be signed by the Executive Engineer or equivalent ranked officer.

Manual bids shall not be accepted.

Document Download: Tender documents may be downloaded from CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATE SHEET as under.

**CRITICAL DATE SHEET**

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Bid Opening Date	<b>14.06.2019   4:00 p.m.</b>

**Bid Submission:**

Bidders are advised to visit this website regularly to keep themselves updated as any change/ modification in the tender will be intimated through this website only.

Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>

Intending tenderers are advised to visit IGNCAs website as well as CPPP website <https://eprocure.gov.in/eprocure/app> regularly till closing date of submission of tender for any corrigendum / addendum/ amendment.

Tenderer/Contractor are advised to follow "Instructions to Bidder for Online Bid Submission" provided in the **Annexure "A"** for online submission of bids.

Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

The tender should be submitted online in single packet as under:

- a) Technical and financial bid indicating percentage above or below on the total amount mentioned in tender document.

The Technical and Financial bid should be submitted online by the bidder. The last date of issue of tender form, last date and time of receipt, date and time of opening of the tender are same on the critical date sheet (the tender document can also be downloaded from IGNCAs website: [www.ignca.nic.in](http://www.ignca.nic.in)) and <https://eprocure.gov.in/eprocure/app>

Sl. No.	Name of Work	Probable amount of contract (Rs.)	Earnest Money @ 2% of tender amount (Rs.)
1.	Providing cement concrete Road at IGNCAs Regional Centre, Bengaluru – 560056.	Rs. 21,47,770/-	42,955/-

**REGIONAL DIRECTOR  
IGNCA RCB**

**Name of Work: Providing Cement Concrete Road at IGNCA Regional Centre, Bengaluru – 560056.**

<b>COMPANY PROFILE</b>	
Earnest money Deposit (EMD)	
Name of the Company	
Address	
Telephone Nos.	
FAX No.	
E-mail ID	
Year of commencement of company	
No. of qualified personnel	
Name & Telephone Number of Contact Person	
GST Registration No.	
PAN No.	
Size of Company	
PF Registration Number with PF Code Number	
ESI Registration Number	
Registration/Licence No. (with Labour Department)	
Copies of balance sheet & Profit and Loss account of previous three years	

**Please Note:** Earnest Money Deposit (EMD) amounting to Rs.42,955/-

(Rupees Forty Two Thousand Nine Hundred and Fifty Five only), in the form of **Demand Draft/ Pay Order** may be deposited in favour of "IGNCA, Regional Centre Bengaluru" must be delivered to the address **Regional Director, Indira Gandhi National Centre For The Arts, Regional Centre, Bengaluru, Kengunte Circle, Mallathalli, Jnanabharathi, Bengaluru - 560056, before bid opening date/ time as mentioned in critical date sheet. No cash/ cheque will be received or accepted.**

**A. Eligibility of Bidders**

All the agencies/firms those who are interested should be registered with CPWD/PWD/DDA/MES/NDMC/MCD/ or any other Govt. Department in appropriate class and category(Civil) or having experience for execution of similar works in government departments i.e. 3 no. works each of value not less than 40% of estimated cost put to tender or 2 no. works each of value not less than 60% of estimated cost put to tender or 1 no. work of value not less than 80% of the estimated cost put to tender the last 7 years ending previous month. The experience certificate shall be signed by the Executive Engineer or equivalent ranked officer. (If submitting copy, attested or notarized copy must be submitted).

**B. Eligibility Criteria:**

The following documents are to be uploaded online at <https://eprocure.gov.in/eprocure/app> by the tenderer.

- i) Copy of EMD for an amount of Rs.42,955.00 in the form of Demand Draft /Banker/s cheque/Pay Order in favour of “**IGNCA, Regional Centre Bengaluru**’ must be delivered to the address **Regional Director, Indira Gandhi National Centre For The Arts, Regional Centre, Bengaluru, Kengunte Circle, Mallathalli, Jnanabharathi, Bengaluru - 560056**, before due date and time.
- ii) Self attested copy of PAN Card under Income Tax Act, Service Tax
- iii) Self attested copy of GST Registration Certificate
- iv) Copy of Registration from CPWD/PWD/MES or any state/Central Government bodies or completion certificate as mentioned in clause of Eligibility of Bidders.
- v) Tender Acceptance Letter as per format provided. (pg 29)

### Details of Earnest Money Deposit

1.	Draft/ Pay Order No.	
2.	Date of Draft/ Pay Order	
3.	Amount (Rs.)	
4.	Bank	
5.	Name of Agency/ Firm	
6.	Telephone No.	
7.	Mobile No.	
8.	Fax No.	
9.	Email ID	
10.	Stamp and Signature with Date	



**INDIRA GANDHI NATIONAL CENTRE FOR THE ARTS  
REGIONAL CENTRE, BENGALURU – 560056.**

**General Terms & Conditions of the Contract**

1. This contract means the documents forming the tender and acceptance thereof and the formal agreement executed between the IGNC A and the contractor together with the documents referred to therein including the terms and conditions of the contract, the specifications and instructions issued from time to time by the IGNC A, Regional Centre, Bengaluru all these documents taken together shall be deemed to form one contracts and shall be complementary to one another.
2. In the contract the following expression shall unless where the context otherwise requires have the meaning hereby respectively assigned to them.
  - a. The expression **works** or **work** shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
  - b. The **Site** shall mean the land/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street 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.
  - c. The **contractor** shall mean an individual or firm or company whether incorporated or not and shall include the legal personal representative of such individual or the persons composing such individual or firm or company of the successors of such individual or firm or company and the permitted assigns of such individual or firm or company.
  - d. Department will mean the IGNC A.
3. Online tenders are hereby invited by IGNC A for the work from the eligible contractors.
4. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app> on or before last date and time given in the Critical Date Sheet.
5. The Tender not accompanying with the following documents is liable to be rejected:-
  - i) Copy of EMD for an amount of Rs.42,955.00 in the form of Demand Draft /Banker/s cheque/Pay Order in favour of “**IGNCA, Regional Centre Bengaluru**’ must be delivered to the address **Regional Director, Indira Gandhi National Centre For The Arts, Regional Centre, Bengaluru, Kengunte Circle, Mallathalli, Jnanabharathi, Bengaluru - 560056**, before due date and time.

- ii) **G.S.T.** Registration certificate.
  - iii) Copy of **PAN Card** issued by Income Tax Department.
  - iv) Valid **CPWD Registration certificate in appropriate class in Civil category** or empanel list of **MES, Central Govt. and other state Govt. Departments** or experience certificate of **E.E.** or equal rank officer for execution of **similar works in government organization** i.e. 3 no. works each of value not less than 40% of estimated cost put to tender or 2 no. works each of value not less than 60% of estimated cost put to tender or 1 no. work of value not less than 80% of the estimated cost put to tender the last 7 years ending previous month.
  - v) Tender Acceptance Letter as per format provided. (At pg. 29)
6. **Similar work means – Concrete Road Construction Works (not repair and maintenance).**
  7. The work shall be executed as per CPWD specification.
  8. **Unless or otherwise stipulated in the items, the rates are for all height & lifts and leads.**
  9. **No secured advance etc. shall be paid or allowed to the contractor.**
  10. **The contractor shall be responsible to arrange at his cost all necessary tools, machinery and equipment required for the execution of work.**
  11. **If bid not opened due to any unforeseen reason, it will be opened on next working day.**
  12. The rates quoted by the Tenderer are including of all Taxes/GST etc and nothing shall be paid on account of any taxes what so ever.
  13. The tendered shall quote the rates inclusive of all charges and taxes. IGSCA shall pay only the rates quoted and agreed through this tender.
  14. Conditional and incomplete tenders shall be rejected.
  15. The submission of more than one tender under different names is strictly prohibited and in such a case all such tenders shall be rejected.
  16. No escalation cost will be given on any ground what so ever may be the reason. The rate quoted in the tender shall remain firm and be valid till the stipulated contract period and extended period if any and it should include all charges and Taxes.
  17. If any of the information furnished by the tenderer is found to be incorrect at any point of time his contract is liable to be terminated without giving any notice and his earnest money and other deposits shall be forfeited.
  18. The tenderer signing the tenders in case of firms should specify whether they are signing as (i) Sole proprietor (ii) Under power of attorney (iii) Director, Manager or Secretary, etc. as the case may be copies of the documents authorized the signing authority to sign the tender shall be attached with the tender form.

19. In case the services of contractor are not found satisfactory, this contract can be terminated after issuing notice as per rules mentioned in the tender documents.
20. In the case of **discrepancy** between the schedule of Quantities, the Specifications and/ or the Drawings, the following order of preference shall be observed:-
- (i) Description of Schedule of Quantities.
  - (ii) Particular Specification and Special Condition, if any.
  - (iii) Drawings.
  - (iv) CPWD Specifications.
  - (v) Indian Standard Specifications of B.I.S.
21. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952.

Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partners, except where contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm.

22. In the case of any tender where unit rate of any item/items appear unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation, such a tender is liable to be disqualified and rejected.
23. **In Percentage Rate Tender, the tenderer shall quote percentage below/above (in figures as well as in words) at which he will be willing to execute the work. He shall also work out the total amount of his offer and the same should be written in figures as well as in words in such a way that no interpolation is possible. 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. 2.15P and in case of words, the word 'Rupees' should precede and the word 'Paisa' should be written at the end.**
24. The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, 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 and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

25. 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 his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.
26. The Competent Authority of IGNCA shall have the right of rejecting all or any of the tenders without assigning any reasons.
27. Competent Authority is not bound to accept the lowest tender.
28. **Performance Guarantee :-**

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. 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. However, in case of contracts involving maintenance of building and services/any other work after construction of same building and services/other work, then 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned after 03 months from the date of completion.

29. **Recovery of Security Deposit :-**

**The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit Government at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 2.5% of the gross amount of each running and final bill till the sum deducted will amount to security deposit of 2.5% of the tendered value of the work.** Such deductions will be made and held by Government by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in form of Demand Draft/ Pay Order/Bankers cheque 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 Government 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 Government to make good the deficit. The security shall be returned after 03 months of satisfactory completion of work, subjected to no defects are observe in the work.

30. **Compensation for delay :-**

If the contractor fails to maintain the required progress or to complete the work and clear the site 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 Government on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the authority (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work

for every completed day/month (as applicable) that the progress remains below or that the work remains incomplete. This will also apply to items or group of items for which a separate period of completion has been specified.

- (i) **Compensation @ 1.5 % per month of Tender Amount for delay of work** to be computed on per day basis Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10% of the Tendered Value of work or of the Tendered Value of the item or group of items of work for which a separate period of completion is originally given.
31. Completion time may be extended by the competent authority if delay is not attributed to the agency.
  32. If contractor or his workers damage any property of the IGNSA, the recovery will be made from the contractor.
  33. **CMB (Computerized Measurement Sheet)** shall be submitted by the contractor duly signed by him or authorized representative.
  34. **When Contract can be Determined: -**

Subject to other provisions contained in this clause, the Engineer-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 Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or unworkman like 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 Engineer-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 Engineer-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 behalf by the Engineer-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 behalf by the Engineer-in-Charge.

- v) If the contractor shall offer or give or agree to give to any person in Government service or to any other person on his behalf any gift or consideration of any kind as an inducement
- vi) If the contractor shall enter into a contract with Government 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 Engineer-in-Charge.
- vii) If the contractor had secured the contract with Government as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of Integrity Agreement.
- viii) If the contractor being an individual, or if a firm, any partner thereof shall at any time be 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 effects or composition or arrangement for 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.
- ix) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- x) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
- xi) If the contractor assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer -in-Charge.
- xii) When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the IGNCA shall have powers:
  - a) To determine the contract as aforesaid (of which termination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Government

- b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work. In the event of above courses being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

**35. Settlement of Disputes and Arbitration:**

Any disputes arise out of this work relating to the meaning of the specification design, drawings and quality of workmanship or material etc., The agency shall promptly within 15 days request the Regional Director (Bengaluru) in writing for written instructions or decision. Regional Director (Bengaluru) within a period of 01 month from the receipt of the contractor's letter shall give his written decision. If the contractor may within 30 days from the receipt of the Regional Director (Bengaluru), appeal before the Director (Admn.) along with a list of disputes.

If the Director (Admn.) fails to give decision, within the prescribed period or if the contractor is dissatisfied with the decision, with in a period of 30 days, contractor may approach to Director (Admn.) for appointment of arbitrator and submit a list of disputes/claims along with amount. The Director (Admn.) shall appoint Arbitrator within 01 month of refereeing disputes arise out of work as per contractor's request.

The Arbitrator self-conduct the Arbitration Conciliation Act 1996 (26 of 1996) for any statutory modification or re-enactment thereof and the rules made there under and for the time being in focus shall apply to the arbitration proceeding under this clause.

The Arbitration shall be adjudicating only such disputes as are referred to him by the Director (Admn.) and give separate award against each dispute and claim referred to him. In all cases the total amount of the claims exceeds Rs. 01 lakh the Arbitrator give reasons for the award.

36. The bidder will have to observe all the prevalent laws including contract labor laws, safety laws etc.
37. No escalation on account of increase of labor wages or material is admissible.
38. No reimbursement is admissible on account of levy of any tax etc.

39. Contractor/Bidder shall quote rate inclusive of all taxes and nothing is payable extra on this account.
40. If contractor or his worker damage any property of the IGCA, the recovery will be made from the contractor as decided by the Engineer-In- Charge, and decision of Engineer -In-Charge is final and binding.
41. All the safety rules should be followed by the Engineer/Technicians of the firm while working in IGCA, Institute has no liabilities in case of any accident/mishap.
42. The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution should be taken: -
  - a) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
  - b) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scrapped.
  - c) Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.

❖ **LabourRules:-**

43. The bidder shall have to follow all relevant rule in respect of labor for payment of minimum wages and other safety measures.
44. The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, 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.
45. The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution should be taken: -
  - a) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
  - b) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scrapped.
  - c) Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.



❖ **Safety Guidelines: -**

46. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than  $\frac{1}{4}$  to  $1(\frac{1}{4})$  horizontal and 1 vertical.)
47. Excavation and Trenching – All trenches 1.2 m. (4ft.) or more in depth, shall at all times be supplied with at least one ladder for each 30 m. (100 ft.) in length or fraction thereof, Ladder shall extend from bottom of the trench to at least 90 cm. (3ft.) above the surface of the ground. The side of the trenches which are 1.5 m. (5ft.) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m. (5ft.) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances, undermining or undercutting shall be done.
48. All necessary personal safety equipment as considered adequate by the Engineer in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned: - The following safety equipment shall invariably be provided.
  - i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
  - ii) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes, shall be provided with protective goggles.
  - iii) Those engaged in welding works shall be provided with welder's protective eye shields.
  - iv) Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
  - v) When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the contractor shall ensure that the following safety measure are adhered to: -
    - a) Entry for workers into the line shall not be allowed except under supervision of the JE or any other higher officer.
    - b) At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.

- c) Before entry, presence of Toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence.
  - d) Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.
  - e) Safety belt with rope should be provided to the workers. While working inside the manholes, such rope should be handled by two men standing outside to enable him to be pulled out during emergency.
  - f) The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
49. Demolition – Before any demolition work is commenced and also during the progress of the work,
- i) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
  - ii) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.
  - iii) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
50. Scaffolding of staging more than 3.6 m (12ft.) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm. (3ft.) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
51. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m (12ft.) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.
52. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm. (3ft.).
53. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. (30ft.) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. (11½") for ladder upto and including 3 m. (10 ft.) in length.

For longer ladders, this width should be increased at least ¼” for each additional 30 cm. (1 foot) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence 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 damages and cost 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 compensate any claim by any such person.

54. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.
55. The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work, etc. as Government’s property and such materials shall be disposed of to the best advantage of Government according to the instructions in writing issued by the Engineer-in-Charge.
56. (i)(a) Schedule/statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates printed by C.P.W.D.  
(ii) Variations permissible on theoretical quantities:
  - (a) Cement  
For works with estimated cost put to tender not more than Rs. 5 lakh. 3% plus/minus.  
For works with estimated cost put to tender more than Rs.5 lakh.2% plus/minus.
  - (b) Bitumen All Works 2.5% plus & only & nil on minus side.
  - (c) Steel Reinforcement and structural steel sections for each diameter, section and category 2% plus/minus.
  - (d) All other materials. Nil
57. All disputes are subject to Delhi jurisdiction only.

➤ **Extra & Substituted Item’s: -**

58. In the case of Extra Item(s) being the schedule items (Delhi Schedule of Rates items), these shall be paid as per the schedule rate (approved in CPWD) (at the time of tender) enhancement or abutment of the tender.
59. In the case of Substituted Items and if it exists in the D.S.R. rates shall as per clause 58 and if not exist in the DSR, rate will be derived on market rate basis.

➤ **WARRANTY Clause: -**

60. **Vendor warrants that all Products, at the time of execution of work will conform with all written specifications provided from time to time by Engineer – in – charge, (b) will be free of defects in material, workmanship, and design, and (c) will comply with all applicable laws and regulations.**

➤ **Recoveries: -**

61. **Following Deductions are to made from the running/final bill of the contractor: -**

- i) **1% water charges shall be deducted from the final bill, if contractor does not make its own arrangement of water.**
- ii) **1% electricity charges shall be deducted from the final bill, if contractor does not make its own arrangement of electricity.**
- iii) **1% Labour Cess, 2% TDS and G.S.T. as applicable shall be deducted from the bill.**

62. **The tenderers should visit the site before submission of tender and rates may be quoted considering the site condition.**

**REGIONAL DIRECTOR  
IGNCA RCB**

**Name of Work: Providing Cement Concrete Road at IGNCA Regional Centre,  
Bengaluru – 560056.**

**SCHEDULE OF ITEMS**

Sl.No.	Item Description	Item Code	Qty	Unit	Estimated Rate in Rs.	Amount(in Rs.)	Total Amount (In words)
1.01	<p>Providing and laying in position ready mixed plain cement concrete, with cement content as per approved design mix and manufactured in fully automatic batching plant and transported to site of work in transit mixer for all leads, having continuous agitated mixer, manufactured as per mix design of specified grade for plain cement concrete work, including pumping of R.M.C. from transit mixer to site of laying and curing, excluding the cost of centering, shuttering and finishing, including cost of curing, admixtures in recommended proportions as per IS : 9103 to accelerate/retard setting of concrete, improve workability without impairing strength and durability as per direction of the Engineer-in-charge.”</p> <p>Note : Excess/less cement used than specified in this item is payable/ recoverable separately All works upto plinth level M-10 grade plain cement concrete (cement content considered @ 220 kg/cum</p>	4.20.1.2	135.00	Cum	6051.70	8,16,979.50	INR. Eight lakh sixteenthousand nine hundred seventy nine and Fifty Paise Only.
1.02	"Providing and laying design mix cement concrete of M-30 grade, in roads/ taxi tracks/ runways, using cement content as per design mix, using coarse sand and graded	16.43.2	135.00	cum	7160.40	9,66,654.00	INR. Nine lakh sixtysix thousand sixhundred fifty four only.

	<p>stone aggregate of 40 mm nominal size in appropriate proportions as per approved &amp; specified design criteria, providing dowel bars with sleeve/ tie bars wherever required, laying at site, spreading and compacting mechanically by using needle and surface vibrators, levelling to required slope/ camber, finishing with required texture, including steel form work with sturdy M.S. channel sections, curing, making provision for contraction/ expansion, construction &amp; longitudinal joints ( 10 mm wide x 50 mm deep) by groove cutting machine, providing and filling joints with approved joint filler and sealants, complete all as per direction of Engineer-in-charge (Item of joint fillers, sealants, dowel bars with sleeve/ tie bars to be paid separately).</p> <p>Note:- Cement content considered in M-30 is @ 340 kg/cum. Excess/ less cement used as per design mix is payable/recoverable Cement concrete manufactured in automatic batching plant (RMC plant) i/c transportation to site in transit mixer</p>						
1.03	<p>Providing and laying at or near ground level factory made kerb stone of M-25 grade cement concrete in position to the required line, level and curvature, jointed with cement mortar 1:3 (1 cement: 3 coarse sand), including making joints with or without grooves (thickness of joints except at sharp curve shall not to more than 5mm), including making</p>	16.69	65.00	cum	5012.65	3,25,822.25	INR. Three lakh twenty five thousand eight hundred twenty two and twenty five paise only.

	drainage opening wherever required complete etc. as per						
1.04	Earth work in excavation by mechanical means (Hydraulic excavator) / manual means in foundation trenches or drains (not exceeding 1.5 m in width or 10 sqm on plan), including dressing of sides and ramming of bottoms, lift upto 1.5 m, including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50 m. All kinds of soil.	2.8.1	50.00	cum	166.40	8,320.00	INR. Eight thousand three hundred twenty only.
1.05	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade : Two or more coats on new work.	13.61.1	310.00	sqm	78.40	24,304.00	INR. Twenty four thousand three hundred four only.
1.06	Providing Centering and shuttering strutting propping etc. and removal of form work for foundations, footings, base of columns etc. all complete as per the direction of engineer – in - charge	5.9.1	55.00	Sqm	193.95	10,667.25	INR. Ten thousand six hundred sixty seven twenty five paise only.
1.07	Providing and fixing in position pre-moulded joint filler in expansion joints 10mm wide and 15mm deep, all complete as per direction of engineer – in - charge.	16.45	400.00	RM	11.00	4,400.00	INR. Four thousand four hundred only.
1.08	Providing and laying 150 mm dia non pressure NP2 closes light duty R.C.C pipes with collars jointed with stiff mixture of cement mortar in the proportion of 1:2(1 Cement : 2line sand) including testing of joints etc. complete as per direction of engineer in charge.	19.6.2	45.00	RM	356.70	16,051.50	INR. Sixteen thousand fifty one and fifty paise only.

1.09	Preparation and consolidation of sub grade with power road roller of 8 to 12 ton capacity after excavating earth to on average of 22.5cm depth dressing to camber and consolidating with road roller including watering making good the undulations etc. and re rolling the sub grade and disposal of surplus earth with lead up to 50meters. Complete as per the direction of engineer in charge.	16.1	1400.00	sqm	90.10	1,26,140.00	INR. One lakh twenty six thousand one hundred fourty only.
1.10	Rising 45cm/less depth to existing brick masonry chamber for underground inspection chamber of size 455x610mm internal dimension with common burnt clay FPS(Non modular) bricks of class designation 7.5 in cement in cement mortar 1:4(1 cement : 4 Course Sand) plastering with 12 mm thick cement mortar 1:3(1 cement:3 course Sand)finished smooth with floating coat of neat cement on walls including removing existing C I Cover with frame and re-fixing with cement concrete 1:2:4(1cement:2Course Sand) 4 graded stone aggregate 20mm nominal size) complete as per direction of engineer in charge.	19.31.1.1	6	Nos	3979.10	23,874.60	INR. Twenty three thousand eight hundre seventy four and sixty paisa only.
1.11	Total					<b>21,47,770.35</b>	INR. Twenty one lakh fourty seven thousand seven hundred seventy and thirty five paisa only.
1.12	Say					<b>21,47,770/-</b>	INR. Twenty one lakh fourty seven thousand seven hundred and seventy only



1.13	Percentage rate quoted below or above				
1.14	Total quoted amount in words				

Name :

Designation :

Company with Seal :

Address :

Important Points to be read :

- No vendor will include extra G S T on the estimated amount; all applicable taxes are included in the estimated amount.
- Only the blank given above will be filled, if found unnecessary writings on BOQ sheet, the tender will be cancelled.

**REGIONAL DIRECTOR  
IGNCA RCB**

**Instructions for Online Bid Submission:**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>

**REGISTRATION**

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/ nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

**SEARCHING FOR TENDER DOCUMENTS**

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

## **PREPARATION OF BIDS**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. If permitted, these documents may be directly submitted from the "My Space" area while submitting a bid. This will lead to a reduction in the time required for bid submission process.

## **SUBMISSION OF BIDS**

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed,

the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (ie after Clicking "**Freeze Bid Submission**" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **ASSISTANCE TO BIDDERS**

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk

**TENDER ACCEPTANCE LETTER**  
**(To be given on Company Letter Head)**

**Date:**

To,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Sub: Acceptance of Terms & Conditions of Tender.**

**Tender Reference No:** \_\_\_\_\_

Name of Tender / Work:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: \_\_\_\_\_

\_\_\_\_\_

as per your advertisement, given in the above-mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)