AN ISO 9001 & 14001 COMPANY

TENDER DOCUMENT

TENDER No: DLI/CUJ-JMU/696/058

FOR

CONSTRUCTION OF ASSOCIATE, ASSISTANT PROFESSOR QUARTERS AND GATE COMPLEX

FOR

PERMANENT CAMPUS OF CENTRAL UNIVERSITY OF JAMMU
AT
VILLAGE BAGLA, DISTT. SAMBA (J&K)

VOLUME – II A

NOTICE INVITING TENDER AND

ADDITIONAL CONDITIONS OF CONTRACT

PROJECT MANAGEMENT CONSULTANT:

ENGINEERING PROJECTS (INDIA) LIMITED
(A GOVT. OF INDIA ENTERPRISE)
CORE-3, SCOPE COMPLEX, 7–LODHI ROAD,
NEW DELHI – 110003.

TEL. NO: 011–24361666 Extn: 2313/14
FAX NO: 011-24368293, 24363426
E-Mail: contracts@epi.gov.in
Website: www.epi.gov.in
ENGINEERING PROJECTS (INDIA) LTD.
(A Govt. of India Enterprise)

NOTICE INVITING TENDER (NIT)

TENDER FOR CONSTRUCTION OF RESIDENTIAL BUILDINGS FOR FACULTY AND GATE COMPLEX IN PERMANENT CAMPUS OF CENTRAL UNIVERSITY OF JAMMU AT VILLAGE BAGLA, DISTT. SAMBA (J&K)

SUB HEAD: CONSTRUCTION OF 12 NOS. ASSOCIATE, 24 NOS. ASSISTANT PROFESSOR QUARTERS AND GATE COMPLEX

NIT No.: DLI/CUJ-JMU/696/058 Date: 12.06.2015

1.0 Engineering Projects (India) Ltd. invites the sealed percentage (%) rate tenders on behalf of Central University of Jammu (CUJ), Jammu from the reputed & eligible contractors. The brief scope of work shall include Civil work, Plumbing & Sanitary work, Internal & External Electrical work for Construction of Associate & Assistant Professors Quarters and Gate Complex along with associated services in permanent Campus of Central University of Jammu at village Bagla, Distt. Samba (J&K) in two bids (Techno-commercial – Envelope-I & Price Bid Envelope-II, both the envelope shall be kept in third envelope). The details for work are given below:

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<th>S. No.</th>
<th>Name of Work</th>
<th>Estimated Cost (Rs.)</th>
<th>Time of Completion</th>
<th>EMD (Rs.)</th>
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<td>1</td>
<td>Construction of 12 Nos. Associate and 24 Nos. Assistant Professor Quarters and Gate Complex for Permanent Campus of the Central University of Jammu (CUJ) at village Bagla, Distt. Samba (J&amp;K).</td>
<td>26,59,35,282/-</td>
<td>06 (Six ) Months</td>
<td>36,59,400/-</td>
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The Central University of Jammu (CUJ) has been established by an Act of Parliament in the year 2009. In order to create one of India's leading Universities, the CUJ has contemplated to develop the campus equipped with modern infrastructure with latest facilities for the emerging educational needs, conforming to the norms of the green building technologies (GRIHA) 5 Star Rating. The site allotted for the establishment of Central University of Jammu is semi-mountainous, undulating and is surrounded by dense bushes and forest cover. The proposed campus site measuring approx. 610 acres is located at village Bagla, Distt. Samba (J&K) at approx. 25 km from Jammu city & around 8 km from Rayha Morh on Jammu – Pathankot Highway (NH1A).

The scope of work included in this tender shall include (but not be limited to) Construction of 12 nos. Associate and 24 nos. Assistant Professor and Gate Complex Quarters along with associated services, comprising civil work including finishing, plumbing, internal & external electrical works, Drainage & Sewerage System, Water Supply System, Water Treatment / Water Softening Plant, and any other services not covered above but required in totality for overall completion of work as per the direction of PMC/ CUJ for Central University of Jammu as per the scope of work,
technical Specifications & other conditions specified in technical Specification (Vol-IIB), BOQ and elsewhere.

The detailed scope of work has been given in the tender document:

- **Time schedule of tender activities:**
  
  i) Date & Time of sale of Tender Documents: From 15.06.2015 to 29.06.2015 between 11.00 AM to 04.00 PM
  
  ii) Last Date & Time of Submission of Tenders: On 30.06.2015 by 02.00 PM
  
  iii) Date & Time of Opening of Envelope-1 (Techno-Commercial Bid): On 30.06.2015 at 03.30 PM

Contractors who fulfil the following basic qualifying requirements are eligible to participate in this tender. The joint ventures are not accepted.

**The Bidder:**

Experience of having successfully completed similar works during last 7 years ending 15.06.2015.

a) One similar work costing minimum **80%** of estimated cost put to the tender.

  OR

Two similar works each costing **50%** of estimated cost put to the tender.

  OR

Three similar works each costing minimum **40%** of estimated cost put to the tender.


The experience certificate in this regard should be issued by officer not below the rank of Executive Engineer / Project Manager.

The value of executed works shall be brought to the current costing level by enhancing the actual work at simple rate of 7% per annum; calculated from the date of completion to the last date of submission of tender. The cost of free issue of material shall not be included in completed cost of work.

b) Should have had Average Annual Financial Turnover of not less than **30%** of the estimated cost in the last three years ending **31.03.2015**, duly certified by a Chartered Accountant. Year in which no turnover is shown; it would be considered as zero for working out the average.

c) Should not have incurred any loss in more than two years during the immediate consecutive last five financial years ending **31.03.2015**. Copies of balance sheet/ certificate from Chartered Accountant to be submitted.

d) Should have a solvency of **40%** of estimated cost issued by a Bank. The Solvency Certificate should not have been issued earlier than 01.04.2015.

e) Should have valid Permanent Account Number of Income Tax.
f) Should have valid PF Registration No. In the absence of same deduction as per Clause no. 23.2 of GCC shall be applicable.

g) Should have valid VAT Registration number in the state of J&K. The same shall be obtained by the successful bidder within one month from the date of LOI or before release of 1st R/A bill whichever is earlier.

h) Should have completed at least one similar work as per PQ criteria of Rs. 20.00 crores in J&K state.

i) Should have latest Sales Tax Clearance Certificate.

j) **Bid Capacity**: The bidding capacity of the contractor should be equal to or more than the estimated cost of the work put to Tender. The bidding capacity shall be worked out by the following formula:

\[
\text{Bidding Capacity} = [A \times N \times 2] - B
\]

Where,

- **A** = Maximum value of construction works executed in any one year during the last **(05)** five years taking into account the completion within the stipulated time period as well as works in progress

- **N** = Number of years prescribed for completion of work for which bids have been invited

- **B** = Value of existing commitments and ongoing works to be completed during the period of completion of work for which bids have been invited

Financial data of the work done for latest last five financial years has to be submitted by the tenderer along with audited financial statements. The financial data shall be certified by the Chartered Accountant (CA) with his stamp and signature.

Value of existing commitments for on-going works during period of 03 months w.e.f. 01.05.2015 has to be submitted by the tenderer. These data shall be certified by the Chartered Accountant with his stamp and signature.

k) The bidder has to confirm whether they are registered under act of **MSME** or not. If so, relevant copy of registration letter may please be attached in **Envelope – I**.

l) Bidders are required to offer reputed branded plant & equipments in good condition which is strictly meeting technical requirements, enclosed specifications along with NIT and other relevant / latest applicable Standards & Rules.

**EPI's empanelled contractors can also participate in the tender provided they fulfill the above qualifying requirements.**

2.0 Though an applicant may satisfy the eligibility criteria, EPI reserves the right for not issuing the tender document if he has record of poor performance such as abandoning work, not properly completing the work, delay in completion of work, poor quality of work, financial failure / weakness etc.
3.0 The complete Tender Documents are available on website and the same can be downloaded by the intending bidders directly from EPI Website [www.epi.gov.in](http://www.epi.gov.in) and [www.eprocure.gov.in](http://www.eprocure.gov.in). The tender fees of Rs. 20000/- (Rupees Twenty Thousand only) (Non-Refundable) by Crossed Demand Draft favouring “Engineering Projects (India) Ltd.” payable at Delhi shall be submitted by the bidder along with their bid in Envelope-1.

Relevant experience certificate and other documents as mentioned above Clause No. 1.0 (a) to 1.0 (l) of NIT, duly attested by Gazetted officer not below the rank of Executive Engineer or equivalent or Notary Public fulfilling the qualifying criteria shall be enclosed in Envelope-1. Completion Certificate from clients shall be in the name of the Company who is submitting the tender. The Contractor has to produce original documents for verification at the time of opening of tender or as and when demanded. The Tender of any tenderer shall be rejected if on detailed scrutiny, documents submitted along with the tender are found to be unsatisfactory or false. The decision of EPI in this regard shall be final and binding on the tenderer.

Tender documents can also be obtained from the office of Group General Manager (Contract), Engineering Projects (India) Ltd., Core – 3, Scope Complex, Lodhi Road, New Delhi – 110003 from 11.00 AM to 04.00 PM on all working days (Monday to Friday) except Public Holidays, on submission of request letter alongwith relevant experience certificates and other documents as mentioned above Clause No. 1.0 (a) to 1.0 (l) duly attested by Gazetted Officer not below the rank of Executive Engineer or equivalent or Notary Public) fulfilling the qualifying criteria. Tender document shall be issued to eligible prima-facie qualified bidders on payment of Rs. 20000/- (Rupees Twenty Thousand only) (Non-Refundable) by Crossed Demand Draft favouring “Engineering Projects (India) Ltd.”, payable at New Delhi. Issuance of Tender Documents to any tenderer, however, shall not construe that the tenderer is considered qualified for the tender work and the same may be rejected if on detailed scrutiny, the documents submitted alongwith the tender are found to be unsatisfactory.

4.0 All Tenders shall be accompanied by Earnest Money Deposit (EMD) of Rs. 36,59,400/- (Rupees Thirty Six Lacs Fifty Nine Thousand and Four Hundred only). This can be either in the form of Crossed Demand Draft or Pay Order of any Nationalized Bank / Scheduled Bank for the full amount of EMD payable favouring, “Engineering Projects (India) Ltd.”, payable at New Delhi or in the form of Bank Guarantee of any Nationalized Bank / Scheduled Banks, in accordance with the prescribed Performa, favouring “Engineering Projects (India) Ltd., New Delhi”. The EMD shall be valid for minimum period of 150 days (One Hundred Fifty Days) from the last day of submission of Tender. Tenders submitted without EMD or with inadequate amount of EMD shall be rejected.

5.0 The Terms & Conditions contained in this NIT and tender documents shall be applicable. In case of any unscheduled holiday falls on the last day of issue of tender / submission of tender, the next working day will be treated as scheduled day and time for issue / submission of tender.

6.0 Makes indicative are mentioned in Technical Specifications. Bidder is free to propose any other equivalent Make, meeting Technical Requirements, Specifications alongwith required details in support of the same. The same would be analyzed and accepted if found suitable after discussion between EPI / CUJ and bidder. The Makes shall be finalized during Technical evaluation prior to opening of Price-Bids.

7.0 The tenderers should fill up in the Schedule/Bill of quantities, the percentage ABOVE/PAR /BELOW in figures as well as in words to total estimated cost. The
bidder shall also work out the total amount of his offer after adding percentage (Plus or Minus) over the total scheduled amount & the same should be written in figures & as well as in words.

8.0 All Corrigendum and Addendum, if any, will be hosted on website only. Bidders are required to check EPI’s website regularly for any corrigendum or addendum issued, to take that into account before submission of tender. All corrigendum and addendum shall be the part of tender documents.

9.0 EPI reserves the right to accept or reject any or all tenders or annul this tendering process without assigning any reason and liability whatsoever and to re-invite the tender at its sole discretion.

10.0 The price bid of those bidders who have been pre qualified based on the documents submitted at the time of empanelment shall be opened with prior intimation to them. However, it is made clear that the offer of the L–1 bidders shall be accepted subject to the confirmation of authenticity of the PQ documents / BG from the concerned department / bank.

11.0 The contractor is expected to visit the site as per Clause no. 6 of GCC. The contractor shall be deemed to have full knowledge of site, whether he inspects it or not and no financial implication consequent on any misunderstanding or otherwise shall be entertained for any reason whatsoever.

The tender documents shall be issued by:

Group General Manager (Contracts)
ENGINEERING PROJECTS (INDIA) LTD.
Core-3, SCOPE Complex, 7, Lodhi Road,
New Delhi-110003.

TEL. No. 011-24361666 Extn : 2410
FAX No. 011-24368293, 24363426
E-Mail : contracts@epi.gov.in
Website: www.epi.gov.in

For submission of Tender document and site related queries will be at below given contact:

Sh. Harish Kumar – GM,
Engineering Projects (India) Ltd,
Site Office for const. of CUJ Campus,
Village Bagla, Distt. Samba, (J&K).
Mob. : 09596577158
Tele/Fax : 01923-249991
Email : epijammu@gmail.com

Encl.:

(i) Instructions to tenderer and GCC (Volume-I) may be downloaded from option menu
tender
(ii) Memorandum (enclosure to form of tender) part of Volume-I
(iii) NIT & ACC (Volume-IIA)
(iv) Technical Specifications & Drawings (Volume-IIB)
(v) Price Bid (Volume-III)
ADDITIONAL CONDITIONS OF CONTRACT (ACC)

FOR

CONSTRUCTION OF ASSOCIATE, ASSISTANT PROFESSOR QUARTERS AND GATE COMPLEX

FOR

PERMANENT CAMPUS OF CENTRAL UNIVERSITY OF JAMMU

AT

VILLAGE BAGLA, DISTT. SAMBA (J&K)
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**ADDITIONAL CONDITIONS OF CONTRACT (ACC)**

1.0 The following Additional Conditions of Contract shall be read in conjunction with General Conditions of Contract. If there are any provisions in these Additional Conditions of Contract, which are at variance with the provisions of General Conditions of Contract, the provisions in these Additional Conditions of Contract shall take precedence.

2.0 INTRODUCTION

The Central University of Jammu (CUJ) has been established by an Act of Parliament in the year 2009. In order to create one of India’s leading Universities, the CUJ has contemplated to develop the campus equipped with modern infrastructure with latest facilities in the emerging educational needs. The site allotted for the establishment of Central University of Jammu is semi-mountainous, undulating and is surrounded by dense bushes and forest cover. The proposed site measuring approx. 610 acres is located at village Bagla, Distt. Samba (J&K) at approx. 25 km from Jammu & around 8 km from Rayha Morh on Jammu – Pathankot Highway (NH1A). The permanent Campus of CUJ shall be developed in 3 phases each of 5 years. The first phase of the permanent campus will have Institutional, Residential Buildings and external development work, conforming to the norms of the green building technologies “Green Rating for Integrated Habitat Assessment” (GRIHA) 5 Star Rating.

The presently administrative office of Central University of Jammu is functioning from the hired accommodation at 8/8, Trikuta Nagar, Jammu.

**FEATURES / DETAILS OF CUJ CAMPUS**

i) One overhead electrical L.T. Line within the plot area.

ii) Trees within the land.

iii) National Highway (NH1A) popularly known as Jammu to Pathankot highway is at around 8 km (Raya Morh) from the plot boundary of university.

iv) Jammu – Pathankot railway track is at around 6 km from plot boundary.

v) Plot is presently surrounded by Village Bagla & Sujani and farms.

vi) 5 mtr. (Approx) wide approach road from National Highway (Raya Morh) to village Mandal through University site is existing.

vii) Electricity is available in the Proposed University Campus.

3.0 APPROACHES TO WORKSITE

The contractor shall make his own arrangement for approach to work site including borrow/ disposal area and for movement of men, materials, machineries, other equipment etc. required for carrying out the work under this contract.
The access roads/path to the work site may not be available at all places and at all time. The contractor shall plan his work as per the availability of access roads/path at site. All drainage of works area and all weather truck able haulage roads as required by the contractor shall be constructed and maintained during the construction period by the contractor at his own cost, including portions of the road already existing.

4.0 WATER AND ELECTRICITY

The contractor shall make his own arrangement for water and electrical power for construction and other purposes at his own cost and pay requisite electricity and water charges. The contractor shall also make stand by arrangements for water and electricity to ensure un-interrupted supply.

The contractor is advised to quote his rates for different works considering the above factors.

5.0 SCOPE OF WORK INCLUDED IN THE CONTRACT

The brief scope of work as mentioned below included in this tender shall include (but not limited to) Civil, Plumbing & Sanitary, Internal Electrical works for Construction of 12 nos. Asso., 24 nos. Asstt. Prof. qtrs. & Gate Complex along with associated/allied services conforming to the norms of the green building technologies “Green Rating for Integrated Habitat Assessment” (GRIHA) 5 Star Rating for permanent campus of the Central University of Jammu at village Bagla, Distt. Samba (J&K).

a) **Construction of Associate Professors Quarters (12 residential units)**
   consisting of 3 twins with 2 blocks per twin, each block having 2 residential units (3 twins x 2 blocks per twin x 2 units per block=12 residential units).
   Each units is having 2 bedrooms with dressing room, 1 living room, 1 dining room, 1 lounge, 1 study, 1 kitchen, 3 toilets and 1 servant room with attached toilet etc.

b) **Construction of Assistant Professors Quarters (24 residential units)**
   consisting of 3 twins with 2 blocks per twin, each block having 4 residential units (3 twins x 2 blocks per twin x 4 units per block=24 residential units).
   Each unit is having 2 bedrooms, 1 living room, 1 dining room, 1 study, 1 kitchen and 2 toilets etc.

c) **Construction of Gate Complex.**

The scope of work covers the entire construction work comprising of civil construction of the buildings, area development, complete plumbing & sanitary fittings, internal electrical work including fitting & fixtures, lighting, power supply etc. and handling over the project to EPIL / CUJ. Apart from the above, any other services not covered above but required as per direction of EPI / CUJ are deemed to be included in the scope of work.

The scope of work included in this tender shall include (but not be limited to) Construction of Assistant & Associate Professor Quarter and Gate Complex for permanent campus of central university of Jammu. The detailed scope of work shall include civil work including finishing, plumbing & internal electrical works. The work
also includes Site Leveling/ Grading & jungle clearance, any other services not covered above but required in totality for overall completion of work as per the direction of PMC/ CUJ for Central University of Jammu as per the scope of work, technical Specifications & other conditions specified in technical Specification (Vol-IIB), BOQ and elsewhere.

The CUJ intends to develop green complex & obtain “GOLD” rating of “GRIHA” for the proposed facilities included in the project. Bidder to familiarize the requirements and note that all requirements of “GRIHA - 5 Star” pertaining to construction for achieving the above targeted rating. No extra payment shall be made on this account.

6.0 QUALIFICATION OF TENDERERS

To be eligible for this tender the bidders should fulfill the requirements for eligibility as mentioned in the Notice Inviting Tender (NIT) and should submit detailed data and credentials set out in Clause No. 19.0 of ITT at page no.-5 (Vol-I), NIT (Vol-IIA) of the tender. The bidders are required to fulfill all the eligibility criteria as stipulated in NIT documents and elsewhere in the Tender documents. The price bid of only those bidders who fulfill the eligibility criteria as per evaluation of EPI shall be opened. The decision of EPI/ CUJ in this regard shall be final & binding on the bidders.

7.0 DISQUALIFICATION

The bidders may note that they are liable to be disqualified and not considered for the opening of Price Bid if;

a) Representation in the forms, statements and attachments submitted in the pre-qualification document are proved to be incorrect, false and misleading.

b) They have record of poor performance during the past 10 years such as abandoning the work, rescinding of contract for which the reasons are attributable to the non-performance of the contractor, inordinate delay in completion, consistent history of litigation / arbitration awarded against the contractor or any of its constituents or financial failures due to bankruptcy etc. in their ongoing / past projects.

c) They have submitted incompletely filled in formats without attaching certified supporting documents and credentials to establish their eligibility to participate in the tender.

d) If the bidders attempt to influence any member of the selection committee.

EPI reserves its right to take appropriate action including disqualification of bidder(s) as may be deemed fit and proper by EPI at any time without giving any notice to the contractor in this regard. The decision of EPI in the matter of disqualification shall be final and binding on the bidders.

8.0 EPI reserves the right to independently verify the performance of the bidder from the existing owners / users / owners’ Consultants. In case any execution of work/ Project is found to be performing unsatisfactorily, EPI reserves the right to reject the tender and price bid of such bidder shall not be opened, even if the bidder is meeting the technical and other qualifying requirements.
In such circumstances the bidder shall have no claim on EPI of whatsoever nature.

Bidder’s specific attention is drawn to above clauses.

9.0 Clause no 1.0 of Instructions to Tenders i.e Mode of submission shall also include the following paras:

(a) The Envelope-1 shall also contain the documents meeting the eligibility criteria mentioned in “Notice Inviting Tender” Clause No. 1.0 (a) to (l), in addition to the documents mentioned in Clause No.1.0 (i) to (vi) given in Page No. (1) of “INSTRUCTIONS TO TENDERERS”.

(b) The tenderer who download the tender documents directly from EPI’s website shall have to submit tender fees of Rs. 20,000/- (Rupees Twenty Thousand only) (Non-Refundable) by Crossed Demand Draft favouring “Engineering Projects (India) Ltd.”, payable at Delhi along with their bid in Envelope-1.

10.0 CLAUSE NO.1.1 OF INSTRUCTIONS TO TENDERERS as given in Page (2) of INSTRUCTIONS TO TENDERERS stands amended as below:

First the Envelope-1 of the tenderer shall be opened. Tenderers who unconditionally accept the tender conditions, deposit the required Earnest Money, meet the eligibility criteria mentioned in clause no. 1.0 (a) to (l) of NIT, deposit the tender fees as defined above in Clause 9.0(b) of ACC and whose Techno-Commercial Bid is found suitable, shall be considered for the opening of their Price Bid and Envelope-2 of such tenderers shall be opened. The Tenders not accompanied by requisite Earnest Money and/or not accompanied by the requisite tender fees and/or not conveying un-conditional acceptance of tender conditions and/or not meeting the eligibility criteria or whose Techno-Commercial Bid are not found acceptable, shall be rejected and such tenderer shall not be allowed to attend Price Bid opening i.e. opening of Envelope-2.

11.0 Bidders must submit the unpriced copy of the price bid duly stamped & signed along with other documents in the techno-commercial bid as a confirmation of having quoted for all items of the price bid.

12.0 DRAWINGS

a) Before filling in the tender, the tenderer will have to check up all drawings and schedule of quantities and will have to get the immediate clarification from EPI on any point that he feels is vague or uncertain. No claim for damages or compensation will be entertained on this account, in future.

Figured dimensions are in all cases to be followed and in no case should they be scaled. Large scale details take precedence over small scale drawing, in case of the discrepancy; the contractor is to ask for clarification before proceeding with the work.

b) The drawings attached to the tender documents provide a general idea about the work to be performed under the scope of this contract. These are
preliminary drawings for tender purpose only and are by no means the final/ 
GFC drawings and may not be showing the full range of the work under the 
scope. The details given in the tender drawings are tentative and likely to be changed / modified during the detailed engineering.

c) The work has to be executed according to “Good for Construction” drawings 
issued by Engineer-in-charge with addition and modifications made from time 
to time as and when required and approved by Engineer-in-charge. The 
drawing shall be progressively released to site before the start of the 
corresponding work.

Before the commencement of any item of work, the contractor shall correlate 
all the relevant architectural and structural drawings issued for the work and 
satisfy himself that the information available there from is complete and 
unambiguous. The discrepancy, if any, shall be brought to the notice of 
Engineer-In-Charge before the execution of work. The contractor alone shall 
be responsible for any loss or damage occurring by the commencement of 
work on the basis of any erroneous and / or incomplete information. Nothing 
extra shall be paid on this account.

d) The successful tenderer on receiving the letter of intent shall furnish the 
design & detailed / shop drawing for specialized work within the time 
schedule mentioned elsewhere.

All the drawings/documents shall be submitted in six sets (hard copies) and 
two sets soft copies for approval/reference/record of EPI/CUJ.

13.0 SPECIFICATIONS

a) The work under the contract shall be carried out in accordance with the 
schedule of items of work, the particular specifications drawings forming part 
of this tender document, and the general conditions and other provisions of 
the tender.

b) The work in general shall be carried out as per latest CPWD specifications 
New Delhi for Civil Works (updated with correction slips issued up to last date 
of submission of tender) and latest CPWD specification New Delhi for 
electrical works (updated with correction slips issued up to last date of 
submission of tender) unless otherwise specified in the nomenclature of the 
dividual item or in the particular specifications of concerned items of works.

c) For items not covered under latest CPWD specification, for (Civil Works) / 
latest CPWD specification for Electrical Works and in particular specification 
or nomenclature of the individual item as above, the work shall be done as 
per latest relevant BIS codes of practice.

d) In case, specifications are not covered under para 13.0 (b) & 13.0 (c) above 
the work shall be carried out as per the provisions of technical specifications 
given in Vol. II B.
e) In case of non availability of any specification in the above paras or any overlapping provisions, non-clarity on any issue, applicability of particular provision out of above, shall be decided by Engineer-in-Charge whose decision shall be final & binding on the contractor.

f) The contractor is responsible for executing and completing the work in accordance with the specified standards and specification and as per requirements of GRIHA-5 ratings. Construction quality control is intended to provide a comprehensive common and consistent framework of quality control which is comprised of two main elements.

- Testing
- Inspection

g) The contractor shall be responsible for the types of test to be carried out, frequency of testing and stage of testing as directed by Engineer-in-charge or as stipulated in Indian Standards / CPWD Specifications for relevant works. The cost of all these tests shall deemed to be included in the item rates quoted by the contractor.

14.0 The reinforcement steel used on the works shall be TMT bars by prime manufacturers i.e. SAIL, TISCO, RINL. The other provision of clause 45.2 of GCC remains unchanged.

The structured steel used on the works shall also be by prime manufacturers i.e. SAIL, TISCO, RINL.

15.0 SITE LABORATORY

As part of the contract the contractor shall provide and maintain a site laboratory for the routine testing of construction material under the direction and general supervision of Engineer-in-charge. The laboratory room shall be constructed and installed with the appropriate facilities. Temperature and humidity controls shall be made available wherever necessary during the testing of samples.

All equipments shall be provided by the contractor so as to be compatible with the specified testing requirements. The contractor shall maintain the equipment in good working conditions for the duration of the contract.

The Contractor shall provide approved qualified personnel to run the laboratory for the duration of the contract. The number of staff and equipment available must at all times be sufficient to keep pace with the sampling and testing programme as required by Engineer-in-charge. The laboratory Incharge of the contractor shall report to Engineer-in-charge.

The Contractor shall fully service the site laboratory and shall supply everything necessary for its proper functioning, including all transport needed to move equipment and samples to and from sampling points on the site etc.

The Contractor shall re-calibrate all measuring devices whenever so required by the Engineer-in-charge and shall submit the results of such measurements without delay.
For all other tests as required by Engineer-in-charge, the Contractor shall get the same carried out / conducted by approved testing Laboratory. In addition if, PMC /CUJ feels, may direct the Contractor to conduct the tests in the presence of PMC/CUJ representative at site lab / outside labs. All expenses payable for transport of samples and conduction of tests shall be borne by the contractor.

16.0 VARIATION IN TAXES, DUTIES, LEVIES & IMPOSITION OF NEW TAXES ETC.

i) The bid price shall be inclusive of work contract tax / VAT/GST/ Labour Cess or any other tax levied on the transfer of property and goods involved in the “Works Contract” in accordance with the relevant Act in the State Act and rules made there under including amendments, if any. The liability on account of such tax as per the rates of tax prevailing as on seven days prior to last date of bid submission shall be included in the price bid. In case of any variation in the rates of tax after this date, the same shall be paid / recovered from the contractor subject to the submission of documentary evidence and proof of having made the payment at the revised rate.

ii) The Bid Price shall also be inclusive of Service Tax, if applicable on Construction Services as per the rates prevailing as on seven (7) days prior to the last date of submission of tender (including abatement as applicable). In case of any variation in the rate of Service Tax, after this date, an equitable adjustment of the Contract Price shall be made to fully take into account any such change by addition / deduction to the Contract Price.

iii) If a new tax, duty or levy is imposed under statute or law in India after the date seven (7) days prior to the last date of submission of tender and the contractor becomes liable there under to pay and actually pays the said new tax, duty or levy for bonafide use on the works contracted, the same shall be reimbursed to the contractor against documentary evidence of proof of payment, provided that the amount thus claimed is not paid / payable under price variation provision of the Contract.

iv) The payment / reimbursement of statutory variations in the rates of tax and / or of new tax, duty or levy imposed under statute or law in India as per para (i), (ii) & (iii) above, would be restricted only to direct transaction between the EPI and the Contractor.

v) Rates shall remain firm till completion of entire works and shall be inclusive of all taxes, entry tax, duties, VAT/ WCT/GST, Labour Cess and other levies etc as applicable.

17.0 FINAL BILL

The final bill will be submitted by the contractor within 90 days from the date of acceptance of completion of work accompanied by the following documents.

a) Interim Completion certificate issued by the Engineer-in-charge specifying the handing over of the work including list of inventories (fittings & fixtures).

b) Computerized stage wise payment schedule.
c) No claim certificate by the contractor.

d) No claim certificate from the sub agencies / vendors engaged by the contractor.

e) ‘As built’ drawings.

f) Periodical services and measurement books.

g) Drawings for layout of underground cables and details showing location of sluice valves, electric cable joints etc.

h) All operation and maintenance manuals.

i) All statutory approvals from various state / central govt. local bodies, if required for completion & handling over of the work as included in scope of contractor.

j) Manufacture’s guarantee of various machines / equipments installed as part of works.

18.0 For dispatch of materials to site, equipment manufacturer / supplier shall mark consignee as self A/c Central University of Jammu (CUJ) through Engineering Projects (India) Ltd (EPI).

19.0 ROAD PERMIT

Road permit for transportation of goods across state border shall not be issued by CUJ / EPI and will have to be arranged by contractor on his own. Transit Insurance of the equipment shall be arranged by the contractor. Nothing extra shall be paid on this account.

20.0 Invoice should be raised by Contractor in the name of Engineering Projects (India) Ltd., at Project Office : H. No. 446, Sector–5, Channi Himmat, Jammu (J&K) on account of CUJ, Jammu with copy to EPI-PMD, NRO, New Delhi.

21.0 MOBILIZATION ADVANCE

Mobilization Advance at the interest rate of State Bank of India PLR plus (+) 2% maximum up to 10% of the contract value shall be paid to the contractor as per clause no 8.0 of GCC.

Contractor shall instruct the Bankers to send the Bank Guarantee in duly approved format directly to EPI under registered post AD.

22.0 THE CLAUSE NO. 69.0 (IV) - “ALTERATION IN SPECIFICATIONS” OF GCC STANDS MODIFIED AS UNDER

If the rates for the altered, additional or substituted work cannot be determined in the manner specified in sub-clauses 69 (i) to (iii) of GCC, then the Contractor shall,
within 7 days of the date of receipt of order to carry out the work, inform the Engineer-in-Charge the rates which he intends to charge for such class of work, supported by analysis of the rate or rates claimed, and the Engineer-in-Charge shall determine the rate or rates on the basis of prevailing market rates of the material, Labour, T&P etc. plus 15% (Fifteen percent) to cover the Contractors supervision, overheads and profit and pay the Contractor accordingly. The opinion of the Engineer-in-Charge as to the current market rates of materials and quantum of labour involved per unit of measurements will be final and binding on the Contractor. However, the Engineer-in-Charge, by notice in writing, will be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner, as he may consider advisable. But under no circumstances, the Contractor shall suspend the work on the plea of non-settlement of rates of items falling under the clause.

23.0 THE CLAUSE NO.72.1 (COMPENSATION FOR DELAY) OF GCC SHALL BE REPLACED AS UNDER

The Contractor shall ensure adequate progress during the execution of work according to the detailed Bar Chart / PERT chart so that the activities are completed in the period allowed in the completion schedule as given at S. No. 29.0 of ACC.

However, the Contractor shall also maintain monthly progress strictly in accordance with bar chart and / or detailed time schedule that will be worked out on the basis of completion schedule for various stages mentioned at clause no. 29.0 of ACC. If the Contractor fails to maintain the above progress or to complete the work corresponding to S. No. 1 to 5 of completion schedule as given at clause no. 29.0 of ACC and clear the site on or before the contract or extended date of completion, he shall without prejudice to any other right or remedy of the EPI on account of such breach, pay as agreed compensation and not as penalty at the rate of half percent (1/2 %) per every week of delay of the entire value of contract.

The total amount of compensation payable by the contractor for delay in completion of the work corresponding to S.No.1 to 5 of completion schedule as per clause no. 29.0 of ACC shall not exceed 10% of the total contract value as awarded.

24.0 CLAUSE NO. 72.4.1 (TIME ESSENCE OF CONTRACT & EXTENSION FOR DELAY) OF GCC STANDS MODIFIED AS UNDER

As the completion time is the essence of the contract, Agency may require additional resources, men & machinery, which has to be considered while quoting.

Within 10 (Ten) days of date of Letter of Intent, the contractor shall submit a Time and Progress Chart (CPM/PERT/Quantified Bar Chart) and get it approved by the Engineer-in-Charge. The Chart shall be prepared in direct relation to the time stated in the contract documents for completion of items / scope of the works. It shall indicate the forecast (mile stones) of the dates of commencement and completion of various items trades, sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the contract documents, to ensure good progress during the
execution of the work. The approval by the Engineer-in-Charge of such programme including modifications made by the Engineer-in-Charge in the said programme shall not relieve the contractor of any of his duties or responsibilities under the contract. This is without prejudice to the right of Engineer-in-Charge to take action against the contractor as per terms and conditions of the agreement.

The physical report including photographs shall be submitted by the contractor on the prescribed format & the intervals (not later than a month) as decided by the Engineer-in-Charge. The compensation for delay as per clause 72.1 (revised as per ACC) shall be leviable in case the required progress is not achieved to meet the time deadlines of the completion period for execution of the complete work as per scope of work.

In case entire work is completed within the total time period of completion or extended period of completion allowed, the compensation for delay due to not achieving progress at intermediates stage, if any, shall be refunded without any interest charges.

25.0 PLANT AND MACHINERY

All plant & machinery required for execution of work shall have to be arranged by the contractor at his own cost. However, the contractor has to deploy following minimum plant & machinery in good condition at site immediately after award of work.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description</th>
<th>Minimum Number Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Total station for surveying work.</td>
<td>One</td>
</tr>
<tr>
<td>2.</td>
<td>Vibrators (Petrol / Electrical)</td>
<td>Six</td>
</tr>
<tr>
<td>3.</td>
<td>Needles of Vibrator</td>
<td>Twelve</td>
</tr>
<tr>
<td>4.</td>
<td>Excavator/Poclain</td>
<td>One</td>
</tr>
<tr>
<td>5.</td>
<td>Tipper / Dumper (3 cum.)</td>
<td>Two</td>
</tr>
<tr>
<td>6.</td>
<td>DG Set (63 KVA &amp; 125 KVA)</td>
<td>One Each</td>
</tr>
<tr>
<td>7.</td>
<td>Concrete Batching Plant (automatic-computerized) of minimum Capacity of 20 cum/hr.</td>
<td>One</td>
</tr>
<tr>
<td>8.</td>
<td>Conc. Pump of required capacity along with pipelines (Pipe length as per requirement )/ Boom Placer</td>
<td>One</td>
</tr>
<tr>
<td>9.</td>
<td>Transit Mixtures (3 Cum.)</td>
<td>Two</td>
</tr>
<tr>
<td>10.</td>
<td>Water Tanker</td>
<td>Two</td>
</tr>
<tr>
<td>11.</td>
<td>Mixture machine with weigh batcher 14/10 capacity</td>
<td>Two</td>
</tr>
<tr>
<td>12.</td>
<td>Tractor with trolley for transportation of material</td>
<td>One</td>
</tr>
<tr>
<td>13.</td>
<td>The agency shall provide sufficient area lighting for the safe execution of works during night hours through static / mobile arrangements.</td>
<td>As per requirement of site</td>
</tr>
<tr>
<td>14.</td>
<td>Laboratory equipments</td>
<td>As required</td>
</tr>
</tbody>
</table>

Note :

a) Any other equipment for site test as outlined in CPWD / BIS specification and as directed by the Engineer-in-charge.
b) The quantities of equipments mentioned above are indicative only and can be increased as per the requirement of quantum work OR as per the direction of Engineer-in-Charge. The above equipment list is indicative and not complete. The contractor has to deploy all the required equipment to complete all the works within stipulated specifications and time period as per contract documents.

c) The contractor will not be allowed to take out equipments from the site without the written permission of Engineer-in-charge.

d) In the event of breakdown of any equipment the contractor should immediately mobilize replacement of the said equipment.

26.0 CENTERING & SHUTTERING

26.1 Centering & shuttering works for columns shall be made out of laminated shuttering plywood of minimum 12mm thickness as per BIS, with angle iron frame. The staging system shall be got approved from the Engineer-in-charge. Scaffolding of latest materials/round steel pipes with couplers and brackets shall be used. Wooden planks, props, ballies etc are not permitted for use and steel plate shuttering is also not permitted.

26.2 The shuttering used for beam shall be of laminated shuttering plywood as per BIS. The support system shall be integrated with the slab. For slabs in case ply wood shutters is not used, (because of site or practical consideration) welded steel plates will be allowed to be placed in uniform pattern. The thickness of plates and pattern to be got approved from the Engineer-in-charge.

26.3 All joints in the shuttering i.e. plate to plate etc shall have to be sealed with adhesive / foam, to ensure water tightness of the form work.

26.4 All shuttering work for Architect features shall be with fiber glass moulds and the rate quoted by the contractor in the schedule of rate shall be inclusive of same.

26.5 All shuttering joints in the slab, beams and lintels etc. shall be treated with tape of required width to make it water tight and the rates quoted for centering shuttering work shall be all inclusive and nothing extra whatsoever shall be payable over and above the quoted price.

26.6 The shuttering shall be tightened by using runners, tie rods and bracings. No Ghughoo / welded system shall be allowed. Support shall be adequate and proper.

27.0 CONCRETING

27.1 The concreting shall be from batching plant installed at site.

27.2 Alternatively, the contractor may opt to use Ready Mixed Concrete (within 50km distance from the site of work) of repute after obtaining prior written approval from the Engineer-in-charge.
Ready mix concrete brought from outside sources or produced at site shall have minimum quantity of cement as specified in BIS specifications and as per approved design mix.

27.3 The batching plant of minimum capacity of 30cum./hr. with a least count of 0.5kg, drum type four load cells, computer compatible print out for each batch only shall be allowed.

27.4 The concreting shall be placed by concrete pumps of required capacity. Concreting by crane and buckets will be allowed in rare case with the prior approval of Engineer-in-charge.

27.5 The contractor shall provide construction joints only at the specified positions and as per BIS codes and the concreting for columns shall be floor to beam height in one lifts, and in case the concreting is to be done in two lifts the minimum height of first lift of columns shall be 2.4 meters.

27.6 The stone aggregate and sand of required zone shall be from the quarries as approved by Engineer-in-charge. The samples of the materials shall be got approved along with the mix design.

27.7 Plasticizers of the required specification and make shall only be permitted as per approved mix design.

27.8 The contractor shall provide all cut outs in RCC work in co-ordination with other agencies and as per instructions of Engineer-in-charge and nothing extra shall be payable. In case the same is not provided by the contractor the same shall be got done at their risk and cost.

27.9 To ensure proper cover, only factory made approved cover blocks will be used to avoid displacement of bars in any direction.

27.10 The steel bars of different diameter should be stored about 30-45 cm. above ground level or on concrete surface to avoid corrosion of steel. No extra payment shall be made on this account.

28.0 DESIGN MIX CONCRETE

28.1 Design mix concrete shall be used in the work for all structural members. For design mix, CPWD specification along with relevant IS codes shall be followed in general along with the specific provisions made herein.

28.2 All parameters shall be adopted for design mix as per latest relevant BIS code.

28.3 Approved admixtures conforming to latest relevant IS code shall be permitted to be used. The chloride content in the admixture shall satisfy the requirement of latest IS code. The total amount of chloride content in the admixture mixed concrete shall satisfy the requirement of latest IS code.
28.4 The concrete mix design with and without admixture will be carried out by the contractor through one of the following laboratories/ Test houses to be approved by Engineer-in-charge.

a) IIT, Delhi / Roorkie
b) CRRI, Delhi

28.5 In the event of all the above laboratories being unable to carry out the requisite design/ testing, the contractor shall have to get the same done from any other reputed laboratory with prior approval of the Engineer-in-charge.

28.6 The various ingredients for mix design/ laboratory tests shall be sent to the lab/test houses through the Engineer-in-charge and the samples of such ingredients sent shall be preserved at site by the department till completion of work or change in Design mix whichever is earlier. The sample shall be taken from the approved materials which are proposed to be used in the work.

28.7 The contractor shall submit the mix design report from approved laboratory for approval of Engineer-in-charge within 45 days from the date of issue of letter of acceptance of the tender. No concreting shall be done until the mix design is approved.

28.8 The contractor shall make cubes of trial mixes as per approved mix design for all grades of concrete in presence of the Engineer in charge using same ingredients as adopted for design mix, prior to commencement of concreting and get them tested in presence of Engineer-in-charge for 7 days and 28 days. For each design mix, a set of six cubes shall be prepared from each of the three consecutive batches. Three cubes from each set shall be tested at the age of 7 days and three cubes at the age of 28 days. The cubes shall be made, cured, transported and tested strictly in accordance with CPWD specifications. The average strength of nine cubes at the age of 28 days shall exceed the specified target mean strength for which design mix has been approved.

28.9 80% of the total tests shall be done at the laboratory established at site by the contractor and remaining 20% in the approved laboratory as directed by Engineer-in-Charge and the testing charges of the samples shall be borne by the contractor.

28.10 For each change of source or quality/ characteristic properties of the ingredients from that approved & used in the concrete mix during the work, a fresh mix design shall be got done by the contractor. Revised trial mix test shall be conducted at laboratory established at site/ reputed Laboratory with prior approval of Engineer-in-charge and shall be submitted by the contractor as per the direction of engineer-in-charge.

28.11 The cost of packaging, sealing, transportation, loading & unloading cost of all samples-concrete /cubes/ steel/ other material etc and the testing charges for mix design in all cases shall be borne by the contractor.
29.0 COMPLETION SCHEDULE

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Period from the date of Start</th>
<th>Cumulative Value as a percentage of total value of work to be completed till the end of period specified as under Column No. 2 (Milestone)</th>
<th>Description of work to be completed during the period specified under column no. 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>From the date of start to the end of 2\textsuperscript{nd} month.</td>
<td>30%</td>
<td>Completion of foundation upto plinth level.</td>
</tr>
<tr>
<td>2</td>
<td>From the start of 3\textsuperscript{rd} month to the end of 5\textsuperscript{th} month.</td>
<td>50%</td>
<td>Completion of structure / brick work of all buildings and Completion of 50% flooring, plastering, internal services of electrical and start of other services.</td>
</tr>
<tr>
<td>3</td>
<td>From the start of 6\textsuperscript{th} month to the end of 6\textsuperscript{th} month.</td>
<td>20%</td>
<td>Completion of all balance civil work including electrical, plumbing etc. and handing over the buildings and gate complex to CUJ.</td>
</tr>
</tbody>
</table>

**Note:** In case of mismatch in financial and physical progress as at col No. 3 & 4, above at any milestone stage, the financial progress shall be considered for levy of compensation of delay, if any, under clause No. 23 of ACC. All infrastructural development works shall be completed within the stipulated time frame.

30.0 The contractor shall comply with legal orders, directions and by laws of local bodies / authorities. The contractor shall give to the Municipality, Police, Local Bodies and concerned Governmental authorities all necessary notices relating to works that may be required under the law and obtain all requisite licenses, permissions for temporary obstructions, enclosures, collection and stacking of materials, etc. The contractor shall pay at his own cost all fees, taxes and charges that may be liable on account of these operations in executing the contract. Nothing extra shall be paid by EPI on this account.

The contractor shall be bound to follow the instructions and restrictions imposed by the administration / Police authorities on the working and / or movement of labour,
materials etc. nothing extra shall be payable due to less / restricted working hours at site or any detours in movement of vehicles.

31.0 INSPECTION, TESTING AND ACCEPTANCE

31.1 TEST CERTIFICATE

All manufacturer’s certificates of test showing that the all equipments/ materials have been tested in accordance with the requirements of the relevant standard specification and the copy of the test certificate as well as standard shall be supplied free of cost to EPI/CUJ.

31.2 PERFORMANCE TEST

The contractor shall give performance tests of the entire installation (s) as per specifications and drawings before the work is finally accepted and nothing extra whatsoever shall be payable to the contractor for these performance tests.

After completion of installation, testing and commissioning of the complete equipments and HVAC System as per tender specifications, the Contractor shall, however, provide proper training to the Owner’s (CUJ) employees / representatives for operation and maintenance of equipments and HVAC System free of cost. The contractor shall issue a certificate that the equipments and HVAC System operator training is complete and contractor is fully satisfied with the operator’s performance.

31.3 INITIAL INSPECTION AT MANUFACTURER’S WORK

The contractor shall submit the inspection & test plan for all the materials to be procured as per BOQ for approval from EPI/ CUJ. The contractor will be required to furnish such facilities as will be necessary for inspection of all equipments before dispatch at his or his associate’s works/ manufacturer’s works and also for witnessing such tests as per technical specifications at the works, if so required by CUJ/ EPI. The contractor shall furnish information for this purpose & will give sufficient notice regarding dates proposed for such tests to inspection agency.

31.4 INSPECTION DURING INSTALLATION AND FINAL INSPECTION

The contractor shall arrange for checking & testing and commissioning the installation as per technical specifications. Installation of equipments shall not be accepted until CUJ/ EPI is satisfied about its compliance with requirement of the specification in all respects. All instruments/ equipments/ HVAC system/ materials required for testing shall be the responsibility of the contractor. The final inspection of the installation and testing of all equipments and materials may be carried out by CUJ/ EPI. The taking over of all equipments after trial run shall be subject to removal of defects, if any, pointed out during the inspection.

The contractor shall arrange at his own cost for all tests, staff, fuel, POL & other consumables during trial run, commissioning & running in period up to the date of acceptance. Nothing extra shall be paid on this account.
31.5 **RUNNING-IN-PERIOD**

After satisfactory final inspection, the contractor shall demonstrate the trouble free running of the installation of equipments/ HVAC system for a period of not less than 30 days before EPI takes over. After the installation has operated for 30 days period without any breakdown or abnormal / unsatisfactory operation of any machinery during this period, the equipments/ HVAC System shall be deemed to have run trouble-free. The contractor should include one year of free running maintenance after completion of 30 days of trouble free running including replacement of defective parts etc. at his own cost.

The contractor shall arrange at his own cost for all staff, fuel, POL, refrigerant gas, and other consumables during Trial run, Commissioning and Running-in-Period upto the date of acceptance. The contractor shall also make his own arrangements for power required during construction, fabrication, erection & trial run etc. Nothing extra shall be paid on this account.

31.6 **SEASONAL TESTS FOR HVAC SYSTEM**

The contractor shall carryout three Seasonal Tests for summer, Monsoon & Winter as soon as the ambient / outside conditions are suitable for that. All the three seasonal tests (Summer, Monsoon & Winter) must be completed successfully during the Defects Liability Period of 12 months, otherwise Defects Liability Period will get extended till all the three seasonal tests are successfully completed. Nothing extra shall be paid on this account.

32.0 **DATE OF ACCEPTANCE**

Subject to the guarantee Clause date of taking over the installation for the beneficial use by CUJ shall be the date of acceptance. Any undue wear and tear of component during the “Testing Period” shall be made good by the contractor free of charge.

33.0 **AFTER SALES SERVICES**

Contractor shall ensure adequate and prompt after sales services in the form of maintenance personnel and spares as and when required. Particular attention shall be taken to ensure that spares are easily available during the normal course of life after installation.

The contractor shall make suitable arrangement to provide onsite service at Jammu on a notice of three days.

34.0 **GUARANTEE**

The contractor shall guarantee that the all the materials and workmanship of works & equipments executed / installed by him, under these specifications shall be new and first class in every respect. He will make good any defect within 24 hours, which
may develop within 12 months from the date of handing over of the installation after testing and commissioning without any extra cost to EPI / CUJ.

All equipments, materials and systems shall be guaranteed for a period of 12 months from the date of taking over the installation by CUJ / EPI, against unsatisfactory performance and / or break down due to defective design, workmanship or material. The equipments / components / software or any part thereof, so found defective, during guarantee period shall be forthwith repaired or replaced free of cost, to the satisfaction of the Engineer-In-Charge. In case it is felt by CUJ / EPI that undue delay is being caused by the contractor in doing this, the same will be got done by CUJ/ EPI at the risk and cost of the contractor. The decision of the Engineer-In-Charge in this regard shall be final.

The contractor shall also guarantee the performance of individual equipment.

35.0 INSURANCE UNDER WORKMEN COMPENSATION ACT

The clause '18.0' (Insurance Under WCA) at page 22 of General Conditions of Contract (GCC) shall be replaced and read as under:

Contractor is required to take insurance cover under the workmen compensation Act, 1923 amended from time to time from an approved insurance company and pay premium charges thereof. Wherever required by EPI, the contractor shall produce the policy or the policies of Insurance and the receipt of payment of current premium. In the event of an accident, any workmen employed by the contractor for execution of the works, suffers an injury or death and is to be compensated under the provisions sub-section (1) of section 12, of the workmen’s Compensation Act, 1923 by the contractor and if the contractor fails to compensate, the EPI / CUJ shall be entitled to recover from the contractor the amount of the compensation so paid, without prejudice to the rights of the EPI / CUJ under section 12, sub-section (2), of the said Act.

EPI / CUJ shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due to the Contractor whether under this contract or otherwise. EPI / CUJ shall not be bound to contest any claim made against it under sub-section (1) Section 12, of the said Act, except security for all cost for which EPI / CUJ might become liable in consequence of contesting such claim.

36.0 INSURANCE OF WORKS

The Insurance coverage as stipulated in General Conditions of Contract (GCC) clause no. 17 (Insurance of works), clause no. 18 (Insurance under WCA) and clause no. 19 (Third Party Insurance) shall be in the joint name of CUJ, EPI and the Contractor for the contract period and 12 months after Successful completion / handling over of work. The Insurance coverage shall be on the total value of work awarded to contractor by EPI.
37.0 **INDEMNITY AGAINST PATENT RIGHTS**

The following Para shall be added to clause No. 20.0 of General Conditions of Contract as under:

The Indemnity against Patent rights shall be in the Joint Name of CUJ and EPI.

38.0 **CLAUSE NO. 35.0 OF GCC (SECURED ADVANCE AGAINST NON-PERISHABLE MATERIALS) STANDS DELETED.**

39.0 **PERMITS AND INSPECTIONS**

The contractor shall obtain all necessary permits from local bodies, provincial or central authorities and shall make arrangement for inspection and tests etc. as required at his own cost.

The contractor shall have to make his own arrangements for getting the permission for plying trucks or any Plant & Equipment for execution of works from the Police Department/ Govt. authorities at his own cost. No excuse as to delay in work due to non-availability of permission shall be entertained.

40.0 **LICENSES**

The contractor shall arrange for obtaining the license and clearances for the operation. (If required) from the local authorities and statutory bodies at his own cost & nothing extra shall be payable. Certification of various equipments / installations from statutory bodies other agencies as required as per technical specifications, shall be arranged by contractor at his own cost before handing over.

41.0 The work shall be carried out in accordance with the drawings/documents approved by the EPI / CUJ. Before the commencement of any item of work, the contractor shall correlate all the relevant architectural and structural drawings issued for the work and satisfy himself that the information available there from is complete and unambiguous. The discrepancy, if any, shall be brought to the notice of Engineer-In-Charge before carrying out surveying work. The contractor alone shall be responsible for any loss or damage occurring by the commencement of work on the basis of any erroneous and / or incomplete information. Nothing extra shall be paid on this account.

42.0 The contractor shall be bound to sign the site order book as and when required by Engineer-In-Charge at Site and carry out compliance of instruction promptly to the satisfaction of Engineer-In-Charge.

43.0 Bill of Quantities shall be read in conjunction with the specifications and requirement described in tender documents, Instructions to tenderers, General conditions of contract, Additional conditions of contract, Technical specifications, Drawings, Schedules, and Annexure & Addendum etc. to tender document.

General directions and description of work and materials are not necessarily repeated or summarized in the Bill of quantities. Reference to the relevant sections
of the contract document shall be made by the contractor before entering rates or prices against each item in the Bill of Quantities.

44.0 If the headquarters of the successful contractor are elsewhere other than in Jammu, he shall ensure to have a duly authorized representative in Jammu from the commencement of the work until the work/system is taken over by CUJ. Such agent shall be authorized to act on behalf of the successful contractor to accept service of notice of contract and to agree to extras, omissions and varied item of works and rates for the same. Such agent shall maintain on his staff a qualified engineer approved by the engineer in-charge and such office personnel as may be required for the efficient execution of the works. Any notice under the contract shall be deemed to have been served on the successful contractor if served upon such agent or sent by registered letter to his address. Such agent shall not be changed and shall not leave during duration of contract unless the consent of the engineer in-charge shall have been previously obtained. If the engineer in-charge orders to successful contractor to carry out any rectification under the terms of contract after the work is complete and during the defects liability period the successful contractor shall carry the same without any extra cost.

45.0 SITE ENGINEER OF CONTRACTOR

The Contractor shall employ at his cost the adequate number of technical staff during the execution of this work depending upon the requirement of work. For this purpose the number of staff to be deployed, their qualification, experience as decided by EPI shall be final and binding on Contractor. The Contractor shall not be entitled for any extra payment in this regard. The technical staff should be deployed on full time basis & available at Site, whenever required by EPI to take instructions.

However, Minimum qualifications and experience required for principal technical rep. and other minimum technical staff other than supervisor is given below:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Qualification</th>
<th>No.</th>
<th>Minimum Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Graduate Civil Engineer/Engineer – As a Principal Technical Representative/Project-in-charge</td>
<td>1</td>
<td>Atleast 15 year experience in execution of reputed project of multi-storey residential / non residential buildings / institutional buildings including external development work etc.</td>
</tr>
<tr>
<td>2.</td>
<td>Graduate Civil Engineer/Engineer – As a Project Manager</td>
<td>2</td>
<td>Atleast 10 year experience in execution of reputed project of multi-storey residential / non residential buildings / institute etc.</td>
</tr>
<tr>
<td>3.</td>
<td>Diploma Engineer (Civil) as a Site Engineer for execution of civil work.</td>
<td>2</td>
<td>Minimum 5 years experience in execution of multi-storey residential / non residential buildings / institute etc.</td>
</tr>
<tr>
<td>4.</td>
<td>Graduate/Diploma (Electrical) as a Site Engineer for execution of electrical work.</td>
<td>1</td>
<td>Atleast 5-8 year experience in execution of electrical work in multi-storey residential / non residential buildings / institute etc.</td>
</tr>
</tbody>
</table>
5. Graduate Civil Engineer for QA & QC work as an Incharge of Site Laboratory. 1 Atleast 8-10 year relevant experience in QC/QA work of institutional & residential building.

6. Surveyor with Diploma in Surveying for Site surveying work. 1 Minimum 5 years experience in Surveying work of hilly terrain using total station.

7. Graduate/Diploma Engineer as a Site Safety Engineer 1 Minimum 5 years experience in safety work of multi-storey residential / non residential buildings / institute etc.

If Contractor fails to deploy minimum Technical staff as mentioned above, recovery on account of non-deployment of each Technical staff shall be made from subsequent RA Bills as under:

<table>
<thead>
<tr>
<th>Si No</th>
<th>Experience</th>
<th>Graduate/degree holder (INR P.M)</th>
<th>Diploma holder (INR P.M)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>15 years</td>
<td>80,000</td>
<td>50,000</td>
</tr>
<tr>
<td>2</td>
<td>10 years</td>
<td>70,000</td>
<td>45,000</td>
</tr>
<tr>
<td>3</td>
<td>8-10 years</td>
<td>60,000</td>
<td>40,000</td>
</tr>
<tr>
<td>4</td>
<td>5-8 years</td>
<td>50,000</td>
<td>35,000</td>
</tr>
<tr>
<td>5</td>
<td>5 years</td>
<td>45,000</td>
<td>30,000</td>
</tr>
<tr>
<td>6</td>
<td>Without experience</td>
<td>30,000</td>
<td>----------------------</td>
</tr>
</tbody>
</table>

46.0 COMPLETION AND TAKING OVER

As soon as the project is finally completed, the contractor shall inform EPI and EPI shall in turn inform to Central University of Jammu (CUJ). CUJ shall nominate a committee/officers for checking/verifications of completed work as per the scope of work for final taking over the project.

47.0 It will be the sole responsibility of contractor to obtain all statutory approvals and completion clearance from all relevant statutory bodies for all other services as included in the scope of contract etc. from the concerned department as required within the stipulated time frame. Liaison work on behalf of EPI with the local bodies will also have to be done by the contractor. Nothing extra shall be payable to contractor on this account. No claim whatsoever in this regard shall be entertained.

48.0 The contractor shall make necessary safety arrangement at site including as mentioned in GCC and indemnify EPI against any consequence of accident at site.

49.0 EPI is awarding agency in respect of this Contract on behalf of CUJ. In case M/s. EPI cease to be PMC, the right and responsibility etc. of EPI in the Contract shall get transferred to CUJ or their nominated agency shall operate this Contract.

50.0 Deduction (non-refundable) at the rate of 1% or at the rates applicable from time to time in the state of J&K from gross amount of each running bill and from final dues of contractor shall be made towards provision for workers “Welfare Cess Act 1996”.

51.0 Contractor will be responsible to arrange day to day housekeeping as required at site as per instruction of Engineer in charge.
52.0 ISO COMPLIANCE


53.0 FACILITIES

The Clause No. 28.3 (Furnished office accommodation & mobility and communication) of GCC shall be replaced as under:

The agency at its own cost shall provide with their on expenditure following facilities to EPI’s staff.

CONVEYANCE
i) One nos. Latest model (not more than 2 year old model) Four wheel drive Scorpio DX vehicle or equivalent with Driver on full time basis, including fuel & maintenance etc. Monthly running shall be restricted up to : 3500 kms.
ii) Computer (Latest HP computer with i5 processor, 1TB HDD, 4GB RAM) along with UPS and latest version of software like, MS project, Primavera, MS office, Window 8 OS, Autocad & antivirus) along with one nos. Computer Operator/Autocad Operator (On full time basis).

The Contractor shall provide ‘Sign Board(s)’ as per design approved by EPI and/or Client.

The above facilities will be free of cost and up to completion of work and including defect liability period.

54.0 The Contractor shall furnish details whether they are covered under micro, small and Medium Enterprise Development Act 2006. If yes, clearly indicate under which category they are covered along with documentary evidence. This information is required to be furnished along with the bid.

55.0 Clause no. 76.1 (Arbitration) of GCC stands deleted.

56.0 GENERAL CONDITION OF “GRIHA” REQUIREMENT FOR CUJ PROJECT

The CUJ intends to develop green complex & obtain “GOLD” rating of “GRIHA” for the proposed facilities included in the project. Bidder to familiarize the requirements and note that all requirements of “GRIHA” pertaining to construction for achieving the above targeted rating. No extra payment shall be made on this account.

The contractor shall develop and implement spill prevention plan and erosion & sedimentation control plan and adopt proper staging during construction in line with “GRIHA” requirement and as per the instructions of Engineer – in – Charge. The contractor shall also adopt necessary measures for proper stabilization of soil in line with “GRIHA” requirements.
The project shall generate the least amount of waste possible and assimilate those processes that ensure the generation of waste as little as possible due to error, poor planning, breakage, mishandling, contamination or other defects shall be deployed.

The contractor shall designate specific areas as per directions of Engineer – in – Charge at construction site for segregated or mingled collection of recycled materials as consistent with requirements for acceptance by designated facilities.

REQUIREMENTS OF “GRIHA”

- Handling of materials & men by ensuring that the ground profile is least disturbed.
- Develop and implement spill prevention plan and erosion & sedimentation control plan.
- Segregation & proper record keeping of “disposal of all construction waste materials like rocks, empty cement bags, plastic containers, scrap steel, sanitary waste” etc.
- Proper housekeeping at site.
- Ensuring efficient use of water during construction.
- Minimizing air pollution during construction and arranging suitable water sprinkling arrangement at site.
- Control on erosion of soil during construction, construction of sedimentation tank and implement spill prevention plan.
- Implementation of HSE (Health, Safety and Environment) procedures & policies effectively.
- Ensuring proper staging / scaffolding during construction.
- Effective implementation of labour welfare measures / policies including well ventilated and hygienic labour camps with adequate lighting, water supply & sanitary arrangements.
- Submission of monthly report detailing compliance to the “GRIHA” norms and attaching the data and photographs.

56.1 EROSION & SEDIMENTATION CONTROL

It is required to prevent soil erosion through storm water and wind, both during construction and post-development. It needs interfacing of architect and the builder. Measures to be adopted include temporary landscaping, permanent seeding, mulching etc. The plan shall meet the following objectives.

- Prevent loss of soil during construction by storm water runoff and/or wind erosion, including protecting topsoil (fertile soil) by stockpiling for reuse.

The implementing agency should take steps to protect the top soil during construction, by way of storing and reusing it within the site. The existing landscape is to be retained to the maximum possible extent.

- Temporary landscaping, if required, to prevent the top soil erosion can be done by planting fast growing plants.
- Undeveloped areas within the site should not be disturbed and be protected with permanent landscaping before the start of construction, wherever possible.
• Prevent sedimentation of storm sewer or receiving streams.
• Prevent polluting the air with dust and particulate matter.

Site Sedimentation and Erosion plan should be as per practices National Building Codes of India (NBC) Part 10, Section 1, Chapter 4 – Protection of landscape during construction.

**Actions required by the contractor:**

• Prepare erosion and sedimentation control plan as described above.
• Take photographs of the existing site conditions.
• During excavation or site filling activities, Top soil should be stripped to a depth of 200mm from areas occupied by buildings, roads and external services. Top soil is rich in nutrient so it shall be stockpiled to a height of 400mm at the designated area. Protect the topsoil either by mulching, temporary landscaping or covering it with some plastic cover. The same soil shall be applied during plantation of vegetation and can also be used as a finished grade for planting areas.
• Watering the Vehicle tyres before coming out of the site so that the tyre does not carry soil along with it and pollute the surrounding areas.
• Provide paved areas wherever possible for the vehicular circulation path inside the site.
• Photographs of the site when the plan is being implemented.

### 56.2 DUST EMISSIONS CONTROL

The following methods shall be used by Contractor to prevent conditions conducive to dust generation and suppress dust should it occur.

• Adjacent paved areas and roads used for construction traffic shall be maintained free of tracked soil or fill materials. At minimum, paved traffic areas, driveways, sidewalks, and streets shall be cleaned on a daily basis by wet sweeping and/or washing. More frequent cleaning shall be provided as necessary. Adjacent paved areas and roads shall be left clean at the end of each day.

• Exposed excavations, disturbed ground surfaces, and unpaved traffic areas shall be maintained in a moist condition.

• During non-working hours, the Site should be left in a condition that will prevent dust from being generated. At the end of each work day, disturbed areas shall be wetted down and security fencing shall be installed and or inspected to prevent access and additional disturbance.

• Provide temporary cover and daily maintenance for soil or fill stockpiles and keep active surfaces moist.
• A temporary decontamination pad and/or a stabilized construction entrance shall be provided at active site entrance/egress locations to keep adjacent paved areas clean.

• Soil loaded into transport vehicles for offsite disposal will be covered with continuous heavy duty plastic or other covering to minimize emissions to the atmosphere. The covering will be in good condition, joined at the seams, and securely anchored to minimize headspace where vapors may accumulate.

• **Roads**: All onsite traffic shall be restricted to specific designated roads. Off-road travel shall only be authorized on a case-by-case basis. Traffic speed shall also be restricted to an appropriate level not exceeding 20 km / hour on all designated roads. All designated roads shall be considered as high potential dust source areas, and as such, will be a priority for dust controls utilizing water and/or gravel.

### 56.3 CONSTRUCTION WASTE MANAGEMENT

Develop and implement Construction Waste Management Plan that should include the list of various items that can either be reused during construction or recycled. Typical items may include steel, ductwork, Glass, Steel, Aluminium, False roof materials, wood, jute bags, containers, paperboard & plastic used in packing, etc. The plan should also include where these materials will be sent to and the mode of transportation. By documenting measures implemented at site, the project will qualify for two points. The contractor has to ensure that 100% by weight or volume of the construction debris is recycled or reused and ultimately diverted from the landfill.

**Actions required by the contractor:**

Tabulate the total waste material, quantities diverted and the means by which diverted in the template attached.

• Earmark dedicated place within the site for storing & sorting construction wastes.
• Provide waste skips
• Receipts of sale, and donation should be collected and submitted to SSG.
• Gate passes with the weight noted should be provided to the haulers and later on submitted to SSG.
• Photographs of the material being reused on site and the waste materials being managed on the site should be taken and submitted.
• The unit for calculations should remain consistent throughout the documentation i.e. the percentages are calculated either by weight or by volume. Quantity of waste diverted in tons or cubic yards.

### 56.4 Construction Indoor Air Quality Management Plan, During Construction

Develop and implement an Indoor Air Quality (IAQ) Management Plan for the construction and pre-occupancy phases of the building as follows:
• During construction meet or exceed the minimum requirements of the Sheet Metal and Air Conditioning National Contractors Association (SMACNA), IAQ Guideline for Occupied Buildings under Construction, 1995, Chapter 3.
• Protect stored onsite or installed absorptive materials from moisture damage.
• If air handlers must be used during construction, filtration media with a Minimum Efficiency Reporting Value (MERV) of 8 must be used at each return air grill, as determined by ASHRAE 52.2-2004.

Actions required by the contractor:
• Develop Construction IAQ Management plan to include the following areas as per SMACNA guidelines:
  - Source Control
  - Scheduling
  - Pathway Interruption
  - Housekeeping
  - HVAC Protection
• Ensure implementation of IAQ measures on site during construction.
• Take photographs of the implemented measures
• Provide required documentation to Green building Consultant for “GRIHA” documentation

56.5 BUILDING MATERIALS

Hereunder are the SUSTAINABILITY CRITERIA’S related to the building materials (civil and interiors)

i. Materials with Recycled Content
ii. Regional/ Local Materials
iii. Certified Wood
iv. Rapidly Renewable Materials
v. Low Emitting Materials
vi. Energy Efficiency

MATERIALS WITH RECYCLED CONTENT, 10%

Use materials with recycled content such that recycled content constitute minimum 10% of the total value of the building materials in the project.

Recycled content materials are building products that include components that have recycled content and are processed off-site. Post-consumer recycled content is consumer waste that has become a raw material for another product. It originates from products that have served a useful purpose in the consumer market. Post-industrial/Pre-consumer recycled content products are those that contain waste from industrial processes that has been traded through the marketplace. For instance, a composite board manufacturer may purchase sawdust from a lumber mill or waste straw from a wheat farm.

The Value of the recycled content portion of a material or furnishing shall be determined by dividing the weight of recycled content in the item by the total weight
of all materials in the item, then multiplying the resulting percentage by the total value of the item. Typically materials would include flyash cement & blocks, rerolled steel, Aluminum frame, wood from wood waste, tiles, false ceiling, Glass, Tiles, etc. Typical materials with High Recycled Content available in the market are:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Materials</th>
<th>% Recycled content</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Fly ash blocks</td>
<td>30-40</td>
</tr>
<tr>
<td>2.</td>
<td>Glass</td>
<td>10-15</td>
</tr>
<tr>
<td>3.</td>
<td>Ceramic Tiles</td>
<td>20-30</td>
</tr>
<tr>
<td>4.</td>
<td>MDF wood</td>
<td>15</td>
</tr>
<tr>
<td>5.</td>
<td>Steel</td>
<td>20-25</td>
</tr>
<tr>
<td>6.</td>
<td>Gypsum</td>
<td>25-30</td>
</tr>
</tbody>
</table>

REGIONAL/ LOCAL MATERIALS

1. 20% Manufactured Locally

Use a minimum of 20% of the building materials and products that are manufactured regionally within a radius of 800 Kms from the project site. Manufacturing refers to the final assembly of components into the building product that is furnished and installed by the tradesmen.

2. 50% Extracted Locally

Of the regionally manufactured materials mentioned above, use a minimum of 50% of the building materials and products that are extracted, harvested or recovered (as well as manufactured) regionally within a radius of 800 Kms from the project site.

LOW EMITTING MATERIALS (Adhesive, Sealants, Paints and Coatings)

All adhesives, sealants, paints and coatings used on the interior of the building (defined as inside of the weatherproofing system and applied on-site) shall comply with the requirements as mentioned in the tables below.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description</th>
<th>Maximum Allowable VOC Limit (g/l less water)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>ADHESIVES</td>
<td></td>
</tr>
<tr>
<td>i)</td>
<td>Architectural Applications</td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>Indoor Carpet Adhesives</td>
<td>50</td>
</tr>
<tr>
<td>2.</td>
<td>Carpet Pad Adhesives</td>
<td>50</td>
</tr>
<tr>
<td>3.</td>
<td>Wood floor Adhesive</td>
<td>100</td>
</tr>
<tr>
<td>4.</td>
<td>Rubber floor Adhesive</td>
<td>60</td>
</tr>
<tr>
<td>5.</td>
<td>Ceramic Tile Adhesive</td>
<td>65</td>
</tr>
<tr>
<td>6.</td>
<td>VCT and Asphalt Adhesive</td>
<td>50</td>
</tr>
<tr>
<td>7.</td>
<td>Dry wall and panel Adhesive</td>
<td>50</td>
</tr>
<tr>
<td>8.</td>
<td>Structural Glazing adhesive</td>
<td>100</td>
</tr>
<tr>
<td>9.</td>
<td>Multipurpose Construction Adhesive</td>
<td>70</td>
</tr>
<tr>
<td>ii)</td>
<td>Specialty Application</td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>PVC Welding</td>
<td>510</td>
</tr>
</tbody>
</table>
LOW EMITTING MATERIALS (Carpet)

To reduce the quantity of indoor air contaminants that are odorous, potentially irritating and harmful to the comfort and well being of installers and occupants. Carpet systems and carpet cushion installed must meet or exceed the requirements of the Carpet and Rug Institute’s Green Label Indoor Air Quality Test Program. All carpet adhesive shall meet the requirements of EQ Credit 4.1: VOC limit of 50 g/l.

57.0 FACILITIES TO BE PROVIDED AT SITE FOR LABOUR WELFARE

All facilities to be provided him at site for fulfilling all GRIHA & statutory labour welfare schemes are included in contractor’s scope which shall include the following but not limited to the same.

- Separate provision / rooms for First Aid Centre & Reset room and for the safety officer, safety supervisors and other personnel to be engaged by the contractor for H.S.E aspects of the project.
- Erecting sufficient numbers of Urinals, WC’s, drinking water, water supply and sanitary arrangements to the supervisory personnel and workmen engaged by them.
- Canteen facility to workmen engaged by the contractor.
• Treatment of waste from contractor’s toilets to meet the requirements of “GRIHA”.

The contractor shall deploy an experienced & qualified person exclusively for implementation of “GRIHA” requirements for the entire contract period.