

NOTICE INVITING QUOTATION

To

M/s

Sub: Contract for "Construction of residential quarters at Ramakrishna Mission, Khetri, District-Jhunjhunu, Rajasthan".

Dear Sir,

The Secretary, **Ramakrishna Mission, Khetri**, District-Jhunjhunu, Rajasthan, Distt. Jhunjhunu, Rajasthan-333503 invites quotation under two part system from registered contractor of P.S.U, State Govt.Dept., Municipality, M.E.S. or P.W.D. under sealed envelopes. **One envelope mentioning Technical Bid wherein documentary proof of pre-qualification criteria shall be placed and another envelope mentioning Price Bid shall be placed for above subject work. No Earnest Money will be required for this work.**

Last date, time and place for acceptance of tender: - Date on 02.03.2020 at 4.30 PM in the office of R.K.M., Khetri.

Date & time of tender opening -

Date on 04.03.2020 at 4.30 PM.

Estimated Cost of the work:

: Rs 85 Lakh (Rupees eighty five lakh only)

Scope of work and Special terms & Conditions

: As per Annexure I. (page no. 2 to 4)

General terms & Conditions

: As per Annexure II (page no. 5 to 14)

Bidder's pre-qualification Criteria (PQC)

: As per Annexure III (Page no. 15)

Cement consumption item wise

: Annexure IV (Page no. 1)

Price bid quotation: In the performa

: Annexure V (Page no.1 to 5)

Swami Atmanishthananda

(Swami Atmanishthananda)

Secretary

RAMAKRISHNA MISSION

Vivekananda Smriti Mandir

P.O. Khetri, Dist- Jhunjhunu

Rajasthan-333503

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SPECIAL TERMS AND CONDITONS

1. TERMS OF PAYMENTS:

- i) 70% of the running bills will be paid within 7 days from the date of submission of the bills to our RKM office.
- ii) 25% of the running bills along with 100% taxes will be paid within 30 days from the date of 70% payment (as above) & verification of bills by RKM office.
- iii) **Balance 5%:** will be kept as retention amount and will be released along with the final bill on submission of performance bank guarantee in our format of equivalent amount for the defect liability period of 12 (twelve) months (24 Months in case of Waterproofing) from the date of work completion.

2. STATUTORY LEVIES:

The prices given by you are inclusive of all tax rates, royalty and GST on building material. You have to ensure that you pay all such statutory payment in due time & manner. RKM will not be responsible for any further demand by Govt. authority for such non/delayed payment. No price variation on labour, material, taxes, royalty, GST and or any other levies shall be allowed during the entire project period. Labour Cess & ESI if applicable for this project, then contractor shall bear the liability.

3. LIQUIDITY DAMAGES FOR LATE COMPLETION

It is agreed that the time is the ESSENCE of the contract and you have agreed to complete the work within **180 Days (excluding 15 days mobilization period)** of time frame and handover to us. However, in case of delay in completion, the liquidated damages will be recovered @ 0.5% (Zero point five percent) per week subject to maximum of 5% (Five percent) of actual billing / work order value whichever is higher. GST if any shall be charged separately.

4. GOODS & SERVICE TAX:

GST, if applicable shall be paid extra against submission of proper invoice/documents. You will raise your proper invoice incorporating PAN & GST challan along with acknowledgement copy of online GST return should be submitted to our accounts department on monthly / quarterly as applicable.

5. TDS:

TDS and other applicable taxes shall be deducted from your monthly running bills/payments as per prevailing government rules/ applicable rates.

6. Electricity and Water-

Electrical connection will be provided by client, Expense on electrical bill and maintenance will be borne by the contractor.

Water will not be supplied by the RKM. The contractor will make his own arrangement for water required for the work.

7. RKM will not issue diesel and any other consumables to contractor. The required diesel/ consumables shall be arranged by contractor at his own cost/ source.

8. CONTRACTOR SCOPE

- Attending job as per SOR and the instructions of Engineer in Charge.



- Jobs done by contractor shall be inspected by Owner as per Instructions of Engineer-In-Charge. If any non-conformance is observed, contractor will attend/ rectify/ repair the same free of cost.
- Insurance of contractor's employees, tools & tackles & equipment.
- You will ensure to obtain registration certificate under "Building & Construction Act" and will do all other compliance.
- Safety person should be present at site separately one in day and one in night hours and should be wearing green helmet throughout the project duration.
- If there is any doubt in the strength of the structure by RKM then contractor will arrange the NDT test at his own risk and cost, if the strength of the structure not found satisfactory/found weak then epoxy chemical grouting will be done by contractor and rectify the same at his own risk and cost.
- Contractor will submit testing report of material used if required as per instruction of EIC and also submit Design mix of required grade as per specification for approval from reputed engineering College / Government Laboratory. Concrete cube testing will be in contractor's scope at their own cost.

9. **COMPENSATION**

- a) You shall indemnify RKM, against all claims for damages, suits and demands preferred against RKM by the third parties in respect of accidents, injuries or death of third person and also for loss / damage to RKM properly caused by you or your employee.
 - b) If it is found by RKM that any material or otherwise information about any personnel of the workforce of contractor has willfully suppressed (which may be detrimental to the interest of us), either by contractor or the workforce deployed by or through them or is otherwise, false or misleading then contractor alone shall be responsible for any losses, damages or consequences arising out of it and we shall have full right to take suitable legal or otherwise action against contractor which may include a claim for payment of compensation by way of damages etc.
10. You shall indemnify RKM of all eventualities arising from the constructional activities for the contract entrusted to you.

11. **SETTING OUT:**

The contractor shall be responsible for the true and proper setting out of the works and for the correctness of the position, levels, dimensions and alignment of all parts of the works and for the provision of all necessary instruments, appliances and labour in connection therewith. If at any time during the progress of the works, any error shall appear or arise in the position, levels, dimensions or alignment of any part of the works, the contractor on being required so to do by the Engineer or Engineer's Representative shall at his own expense, rectify such error to the satisfaction of the Engineer or Engineer's Representative unless such error is based on incorrect data supplied in writing by the Engineer or Engineer's Representative in which case the expense of rectifying the same shall be borne by the Employer. The checking of any setting out or of any line or level by the Engineer or the Engineer's Representative shall not in any way relieve the contractor of his responsibility for the correctness thereof and the contractor shall carefully protect and preserve all bench marks, sight rails, pegs and other thing used in setting out the works.

12. You shall ensure that required resources are deployed at site to meet out the construction schedule as per instruction by our EIC. In case the resources are not deployed and RKM has to arrange the same then the cost shall be recovered from you.

13. **CEMENT & STEEL STORAGE**

- Unloading of all cement & steel material arrive at site will be in your scope & you will make necessary arrangement for safe storage thereof.
- Cement storage will be constructed by contractor at their own cost.

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14. You shall have close liaising with the villagers & Govt. officials whenever and wherever required for the work. RKM shall not pay any amount on account of any damages or loss due to work stopped by the villagers or any Govt. agency.
15. **RESPONSIBILITY OF SAFETY:-** Notwithstanding the provision of safety appliances and Personal Protective Equipment, whether made by you or by the RKM, it has been specifically agreed by you that for the work in your scope under this contract, you as well as Site in charge deputed by you for supervision and execution thereof, shall be solely responsible for ensuring safety and be also liable for any civil or criminal action in case of any accident or mishap caused and any proceedings initiated by authorities for any noncompliance or breach thereof. This is essence of the contract and in no case either the RKM or its any officer shall be held as responsible towards same.
16. **Record Keeping:** You shall maintain and produce relevant record as per the provisions of the aforesaid acts, rules and instructions, on demand from statutory authorities from the authorized officers of RKM and any failure on the part of the contractor in this regard, will be deemed as violation of the contract. You shall also file return/ report to the concerned authorities.
17. Design mix for M-20 grade concrete shall be approved by any Govt Engineering College or B.I.T., Pilani at contractor cost before commencement of work. Relevant certificate of design mix should be submitted to RKM by the contractor.
18. Curing of the structures for minimum 21 days is must on contractor risk & cost, if not done, labour on daily basis will be deployed by the RKM & double cost will be debited to contractor without assigning any reason thereof. Contractor will also submit the structure wise daily curing report to civil department duly signed by RKM site engineer.
19. For all BOQ items quantity may vary as per site requirements in that case no variations in rate will be acceptable. If any items other than specified in BOQ are required to be executed will be paid as per rate analysis to be provided by contractor and will be checked and approved by representative of client.
20. Before submitting quotation contractors are requested to visit the site in order to get acquainted with the site condition.
21. You shall raise all your invoices mentioning your PAN No. and GST No. along with RKM PAN No. and GST No.
22. Where any clause of General terms & condition (Annexure-II) are in contradiction with special terms & conditions (Annexure-I), special T&C will prevail & supersede the general T&C.



GENERAL TERMS AND CONDITIONS**1.1. Price****1.1.1. Price Escalation:**

The Contract value /Price shall remain firm & fixed till completion of entire work and is not subject to any escalation for whatsoever reason during the currency of the contract.

The full and final settlement of the work will be done on the basis of actual work executed. Any increase in work from BOQ/work order has to be duly approved by RKM via written document signed by or on behalf of both parties.

You shall neither be entitled to claim any additional amount nor would RKM be liable to pay same in any circumstances whatsoever. It is clearly understood that mere rising of claim would not make you entitled for any additional amount except as payable under this order.

1.1.2. Security Amount:

Security amount @ 5% of the Work Order as per terms of work order shall be deposited/ kept with RKM and same will be release as per the policy/ work order terms of RKM.

1.2. Taxes & Duties**1.2.1. GST:**

GST shall be paid as per terms of work order/ contract subject to RKM had been allowed due credit in respect of entire GST as charged on the bill/order on such services and is allowed through GSTN portal.

GST invoice should be raised as per invoice rules mentioned in GST Act, and GST rates should be charged as prescribed under CGST/SGST/UTGST/IGST & Compensation Cess.

If GST is payable under reverse charged by RKM then same should be mentioned on invoice by you. In case of any advance payment, you shall raise the necessary document and ensure the compliance as required under GST law.

GST Invoice shall indicate:

1. Tax invoice should be mentioned on the invoices and Original for recipient should be delivered to RKM.
2. Address of Supplier & Recipient, Invoice Number, invoice Date, GST No. of RKM as well as supplier, state name & state Code, Place of supply, Category of services for which registered. Description of the services provided, accounting code of service (SAC/HIN code).
3. Value of the supply and GST amount paid or payable in breakup with applicable GST.
4. Invoice serial number should not be handwritten & invoice must be duly signed.
5. PAN Nos. (10 digits) should also be stated prominently.

1.2.2. The GST invoice shall be delivered to RKM in original..

1.2.3. You will ensure that GST is deposited by you within the time prescribed under the prevalent Act & Rules and also to file online GST return timely to avoid mismatch of input tax credit. In case admissibility of input tax credit to RKM is delayed, deferred or declined for reasons of delay/ default in deposit of GST, delay/defaults in filling of returns or for any other reason not attributable to RKM, such input tax credit shall be withheld by RKM if not paid to you and in case GST was paid shall be recoverable by RKM along with interest computed of rates specified in prevalent laws from security deposit/ and/ or any other manner including legal recourse.

1.3. Billing & Correspondence address:-

Please ensure correct GSTN number as well as PAN Nos. of RKM, as per the order of Unit /place of supplies to be mentioned on the invoices. In case of only discrepancy payment will not be processed unless correct invoices are provided.

1.4 Statutory Responsibility/ Requirements

1.4.1. You shall comply with all statutory obligations and maintain all the records as applicable from time to time including compliance with Employees PF & Miscellaneous Provisions Act. 1952 & 1988(): Contract Labour



- (Regulation and Abolition Act) 1970; The Code On Wages, 2019, Gratuity Act 1972 & 1987(), Factories Act 1948), ESI Act, 1952 & 1988, Building and Other construction workers Cess Act and all other legislations, including all amendments issued thereunder, in respect of employees engaged by you. Any subsequent amendment or substitution in labour related laws by central / State Government would apply automatically.
- 1.4.2. You will be required to show various records maintained by you in compliance to the provisions of various Labour Laws to the office nominated by the Management, as and when required.
 - 1.4.3. You shall be responsible for making timely deposits of all statutory liabilities and/ or associated payment to Govt..
 - 1.4.4. If the company is required to make any statutory payments/penalties on your behalf being the Principal Employer, the same will be recovered from you by the company either from security deposits, through legal procedure or other manner.
 - 1.4.5. You will issue photo identity card to every manpower permitted to work at RKM premises. These identity cards will be issued for the actual period for which the workmen are engaged by you which should not be more than the period of validity of the contract. These cards will be issued only for entry purpose in RKM premises and will not have any legal binding. The workmen deployed by you shall be validated on parameters of trade/skill/credentials etc. By our EIC/P&A deptt. Representative.
 - 1.4.6. You shall arrange for the Police verification & prior background check of the laborers/ manpower/ workmen engaged by you at our site. RKM also reserve right to have re-verification of any one employed at site. In case RKM or its site in-charge direct for replacement of any person, you should carry out such replacement.
 - 1.4.7. Any required approval or valid Labour license or registration from the statutory authority shall be arranged by you as required by our Personnel department.
 - 1.4.8. You shall deploy competent Site-in-charge/Supervisor who should be capable to resolve site issues & coordinate with all concerned/ stakeholders.
 - 1.4.9. You or your authorized representative should visit the site at least one in 2 months to resolve the pending issues at site, if any. You shall also coordinate for all IR related matters with site P&A and concerned department in-charge.

1.5 Assignment:

- 1.5.1. You shall no sublet, transfer or assign this contract or any part thereof or any benefit or interest therein, without written consent of the company. But such consent of the company, if given, shall not relieve you from any liability or obligation under this contract and you shall be responsible for all acts, defaults and neglects of the sub-contractor his agent and employees, in all respects as if those are your own acts. The contractor has to furnish and deposit a copy of their contract to RKM office.
- 1.5.2. Contractor has to furnish the project plan in phases as per the schedules provided by RKM, duly approved by RKM before commencing the work and has to furnish the project plan in phases as per the schedules provided by RKM, duly approved by RKM before commencing the work and has to strictly adhere to it.
RKM holds all the right to hold the payment of contractor if the work seems unsatisfactorily executed according to the planned phases.
- 1.5.3. That you will complete all the jobs as per schedule and in case you fail to do so, the company will get the work done with the help of some other party and in doing so any expenditure incurred including any loss and/or damage, the same will be recovered and GST will be extra, if applicable.
- 1.5.4. You shall not remove the deployed resource/machinery/ equipment till the completion of work or without the prior written consent from the RKM authorities.
- 1.5.5. Any material/equipment/resource which is in RKM scope shall be provided by RKM based on the assessment carried out by the RKM EIC.

1.6. Manpower:

- 1.6.1. You will ensure that persons deployed for physical work/ manual work are within prescribed age group of 18 years to 55 years. For deploying any person above 55 years but not exceeding 58 years in such category- you will be required to seek prior permission which shall be always be subject to him/her being actually found physically fit by authorized medical officer.
- 1.6.2. No child labour/ unfit labour/ forced labour shall be engaged by you under any circumstances, otherwise you shall be personally liable for all consequences.



- 1.6.3. RKM will have no employer-employee and/or Master/servant or principal/agent relationships with your employees. It may be explicitly understood by you as well as any person deployed by you that your employees will not be employees of RKM and shall under no circumstances acquire any lien of employment with RKM.
- 1.6.4. The contractor shall bear the expenses towards medical treatment & allied expenses as well as compensation in case of accidents occurring out of & during the course of employment. If RKM pays any such amount on behalf of the contractor, it will be recovered from security deposit, through other legal procedure and/or other manner.
- 1.6.5. You shall notify to RKM regarding rate of wages, working hours, weekly holidays and should also be displayed in the local language known to the workers at the place of work in a legible manner.
- 1.6.6. Employees deployed by you shall be subject to security/periodic medical check by the security / medical staff and/ or authorized person of RKM as per requirements.

1.7. Workmanship:

- 1.7.1. The persons engaged by you should be qualified, experienced & should possess required skill. If it is found that engaged persons are not upto the mark for the given job, RKM-Engineer Incharge or concern person from RKM is empowered to ask you to replace the same and you will replace such person immediately.
- 1.7.2. During execution of work adequate care should be taken to secure RKM's properly, equipment, accessories & tools & tackles etc. to prevent from any damage.
- 1.7.3. If any damage caused for the reasons attributable to you, while executing the work, the contractor shall be solely responsible for immediate replacement or repair work free of cost/or the same will be done by RKM and the cost of the replacement or repair work shall be recovered/ borne from/ by the contractor.
- 1.7.4. If the quality of job carried out by you is not up to the satisfaction of the RKM-Engineer in charge, the same job shall be rectified by you at no additional cost. The required rectification marked by RKM engineer in charge has to be done within the stated timeline by the engineer in charge (on priority basis). This will not have any effect on final deadline of work. Contractor has to bear with this within given project deadline only in case the same is not rectified by you, it will be carried out by employing any other contractor and the charges paid to other agency will be recovered from you.

1.8. Accident/Damages:

- 1.8.1. You shall immediately intimate the incidence of accident at site, if any, to RKM-EIC, Safety Incharge and RKM office
- 1.8.2. In the event of accident resulting into temporary, partial or total disablement of any of your personnel, you shall ensure that immediate and adequate medical aid viz, First Aid and subsequent treatment facilities are provided to the concerned personnel free of cost and without fail.
- 1.8.3. In addition, you shall solely be liable for meeting with statutory obligations under the Workmen's Compensation Act, 1923 arising out of temporary, partial or total disablement, including fatal incident. In case any expenses including hospitalization are incurred by RKM on your behalf, then RKM reserves all right to recover the same from security deposit, through legal procedure and/or other manner.
- 1.8.4. That if it is found that any person of your Staff is involved or abetted, directly or indirectly, in any act of theft, sabotage, pilferage, fire, physical violence or any activities contrary to the interest of RKM, then RKM has right to take suitable legal or alternate action, against the erring staff/you.

1.9. Insurance:

- 1.9.1. Contractor shall arrange to provide, at his cost, necessary personal insurance coverage to cover all eventualities including disability and death for all its personnel, employer, and agents. Contractor shall ensure that all its sub-contractors also provide necessary insurance coverage to their personnel and agents. All payments and other related expenses in connection with Insurance shall be borne by Contractor.
- 1.9.2. Contractor shall, prior to start of work, submit to RKM the copy of the policy or policies of insurance and the receipts of payment of the current premiums.



- 1.9.3. RKM shall not be responsible for any claim arising out of any accident at the site and all the expenses or compensation etc. arising out of the accident shall be fully borne by the contractor.
- 1.9.4. Insurance of contractor's tools & tackles & equipment will be in your scope. RKM will not be liable for any loss/damage/theft under any circumstances.
- 1.9.5. Third Party Insurance – Before the commencement of work, Contractor shall insure in its common insurance policy against any damage, loss or injury, which may occur within the boundary limits of the RKM site, to any property (including that of RKM) or to any person (including any employee of RKM) by or arising out of this contract.

1.10. Compensation:

- 1.10.1. You shall indemnify RKM, against all claims for damages, suits and demands, suits and demands preferred against RKM by the third parties in respect of accidents, injuries or death of third person and also for loss/damage to RKM property caused by you or your employee.
- 1.10.2. If it is found by RKM that any material or otherwise information about any personnel of the workforce of contractor has willfully suppressed (which may be detrimental to the interest of us), either by contractor or the workforce deployed by or through them or is otherwise, false or misleading then contractor alone shall be responsible for any losses, damages or consequences arising out of it and we shall have full right to take suitable legal or otherwise action against contractor which may include a claim for payment of compensation by way of damages etc.

1.11. Security & Safety:

- 1.11.1. In carrying out the work under this order by you, it shall be ensured that relevant provisions of the Building and Other Construction Workers (Regulation of Employment and Conditions of Service), Central rule, 1998 and other applicable laws time to time are to be followed and in case of any default you shall alone be liable for all consequences.
- 1.11.2. If there is requirement to deploy Security Guards, it would be in your scope. It will be your sole responsibility to make adequate arrangements of safety and security for your employees as well as material.
- 1.11.3. You will have to bear liability of loss of any material arising out of any reason, including theft thereof as also liability of accident arising out of and in the course of execution of work.
- 1.11.4. In case of any theft, sabotage, pilferage, fire violence etc. in the premises of RKM, we shall have full right to make suitable inquiry/inquiries from your employees either in writing or verbally for official purpose including for any witness in court or before concerned authorities.
- 1.11.5. You shall follow all safety norms as per present HSE norms of owner and provide safety appliances, like dust masks, full Body Safety Harness Belt, Ladder, Safety shoes, Helmet, Hand gloves, Safety goggles, PPE, Rain gears, Overalls, all other safety items or other equipment etc. as required for your personnel working at our site for safe working at your cost and should adhere to safety codes as given in the policy of Owner. Penalty may be imposed by our safety officer as per company norms in case these HSE norms are violated.
- 1.11.6. You shall follow all safety rules governing by the company/ Factory Act. You should provide all PPE's like-helmet, dust mask etc. for your manpower of ISI or approved make. However, incase PPE are not of approved make/ISI than RKM has right to issue the same on chargeable basis.
- 1.11.7. All the lifting machines and other tools & tackles used by you shall be of good quality or ISI marked and tested by the competent person authorized by Chief Inspector of Factories & Billers.
- 1.11.8. You shall ensure that no unwanted materials are lying at the worksite and such materials shall be removed from the area from time to time.
- 1.11.9. To ensure use of work permit system, wherever required.



- 1.11.10. Working at Height-You shall ensure proper fitness of your employee/worker engaged by you before assigning him the work at height. In case RKM-EIC has some apprehension for any person engaged by you for working at height, you shall abide & follow his instructions.
- 1.11.11. That you will ensure observance of safe work practices and safety norms as well as use of PPE's by the employee engaged by you.
- 1.11.12. You shall take all safety measures for the machines/equipment being used by your personnel during the course of execution of the job. any damage caused to person or property of RKM during use of machines/execution of job will have to be compensated by you only.
- 1.11.13. Your employees shall be liable for security check by the Security Staff deployed by RKM, as and when deemed essential.
- 1.11.14. It's your obligation to arrange safe access of man/material to workplace.
- 1.11.15. Any sort of arms/ammunition is not allowed at the work premises. If found, RKM has all the right to debar that worker and take suitable action against worker and/ or contractor.
- 1.11.16. **RESPONSIBILITY OF SAFETY:-** Notwithstanding the provision of safety appliances and Personal Protective Equipment, whether made by you or by the Company, it has been specifically agreed by you that for the work in you scope under this contract, you as well as site in charge deputed by you for supervision and execution thereof, shall be solely responsible for ensuring safety and be also liable for any civil or criminal action in case of any accident or mishap caused and any proceedings initiated by authorities for any noncompliance or breach thereof. This is essence of the contract and in no case either the Company or its any officer shall be held as responsible towards same.

1.12. Safety Belts:

- 1.12.1. You will use Full body harness type safety Belt with two lanyard and scaffolding hook type and quality approved by Safety deptt.
- 1.12.2. All Safely belts should be examined by the competent person under Factory rules.
- 1.12.3. Belt no. mentioned in the certificate of competent person should be punch/marked on each safety belt.
- 1.12.4. Fall arrestors, examined by the competent person authorized under Factory rules, in sufficient quantity for working at height should be available at work site.

1.13. Lifting Machines: (Cranes, Hydra, Winch etc.):

- 1.13.1.1. Registration Certificate.
- 1.13.1.2. Insurance Certificate.
- 1.13.1.3. Pollution Certificate.
- 1.13.1.4. Test certificate by competent person under Factory rules.
- 1.13.1.5. Operator's license.
- 1.13.1.6. Operator's eye examination certificate by a qualified eye specialist.
- 1.13.1.7. Photocopy of the all above document should be available at crane/ Hydra driver.

1.14. Lifting Tackles:

- 1.14.1. All Lifting tackles e.g. wire rope, D shackles, chains etc. should be examined by the competent person authorized under respective state govt./Factory rules.
- 1.14.2. For traceability of the test certificate each tool should be punched/tagged according to the no. of Certificate.



- 1.14.3. Photocopy of the all above certificates should be available at site for inspection and one set to be deposited at safety deptt..

1.15. Other Requirement:

- 1.15.1. All rotating parts of the machines should be guarded.
- 1.15.2. Guard should be provided on the grinding wheel of the grinder and contractor shall replace Grinding wheel before the expiry date.
- 1.15.3. All electrical cables are in healthy condition.
- 1.15.4. All electrical extension boards should be equipped with ELCB's.
- 1.15.5. Use of Transformers will not be permitted. You will ensure the use of Rectifier.
- 1.15.6. Transportation of the gas cylinders at site in proper cylinders trolley.
- 1.15.7. Empty and filled cylinders should be stored separately with tags, any loss of cylinder(s) empty or filled shall be in your scope.
- 1.15.8. All gas cutting sets should be equipped with Flash back arrestor and two pressure gauges.
- 1.15.9. All welding cables adequately lugged and Direct cable earthing is necessarily required for Welding Work.
- 1.15.10. Rain water protection cover should be provided on the welding sets.
- 1.15.11. Scaffolding should be made according to relevant is specifications and proper approach arrangement for descending ascending to be made.
- 1.15.12. Safety nets must be available in adequate quantity for overhead protection.
- 1.15.13. Fire extinguishers in working condition should be available at all hoj job sites.
- 1.15.14. No materials allow lifting more than safe working load.
- 1.15.15. While lifting the material packing should be provided on the sharp edges of the material to avoid damage to wire ropes.
- 1.15.16. Any incident/Near Miss immediately need to inform. Concern job supervisor and Safety Officer.
- 1.15.17. All necessary standard PPE's (including Safety helmet, safety shoes) to be used according to the nature of the job.
- 1.15.18. For avoiding trips/falls, good housekeeping of the site to be maintained all the time.
- 1.15.19. Medical examination of persons and maintain record of the same.
- 1.15.20. PPF issue register must be made and available for inspection on site.

1.16. Scope of RKM & Contractor:

1.16.1. For Office & Stores:

Land: On request of Contractor RKM may provide a suitable plot of land within or adjacent to the site to the contractor for construction of his temporary Office and/or Stores, required for the execution of the contract. Contract or shall provide necessary approaches, fencing and other facilities at his own cost and with prior approval of RKM. No other land belonging to RKM, shall be occupied by the Contractor without the written permission of RKM. Contractor shall not use or allow to be used the land for any purpose other than that of executing the work. Contractor shall hand over vacant possession of the area allowed to him duly cleaned and leveled, before leaving the site after completion of the contract.

1.16.2. For Labour Camps:



1.16.2.1. **Land:** On request of Contractor, if available RKM may provide a suitable plot of land within or adjacent to the site at a monthly rent of Re 1/- (Rupee One Only), to the contractor for construction of camp for Labours engaged for the execution of the contract. Contractor shall provide necessary approaches, fencing and other facilities at his own cost and with prior approval of RKM. No other land belonging to RKM, shall be occupied by the Contractor without the written permission of RKM. Contractor shall not use or allow to be used the land for any purpose other than that of executing the works.

1.16.2.2. Contractor shall, at its own expenses, make adequate arrangements for housing, supply of water, electricity and provisions of Lavatories and Urinals for its staff and labour and disposal of sewage.

1.16.2.3. It is the obligation of contractor to ensure hygienic living conditions in labour camps. All the appropriate measures to ensure safe and hygienic conditions are in contractor's scope.

1.16.4. **Site clearance and housekeeping** – Contractor shall not dump or dispose any material/debris/earthwork in any unauthorized location/location other than one sanctioned by RKM. If done, its contractor's obligation to get it cleared and redump in the required location.

1.17. Environment Requirement:

1.17.1. You shall comply with relevant laws and regulations as well as take any additional measures, considered necessary.

1.17.2. You shall follow a systematic approach to environmental management plan in order to achieve continual performance improvement.

1.17.3. You shall prevent pollution, maximize recycle, and reduce wastage, discharge and emissions.

1.17.4. You shall conserve natural resources by their responsible and efficient use in all your operations.

1.17.5. You shall promote awareness among his workers for shared responsibility towards environment protection and sustainability.

1.17.6. You will ensure proper hygienic conditions at Labour camp.

1.18. Alterations and Amendments:

1.18.1. We may by mutual consent, record in writing and duly signed amend/ alter/add the terms and conditions and the contents of the order.

1.18.2. This agreement/its terms and conditions/any variation (financial or non-financial) may not be varied at all except by a written document signed by or on behalf of each of the parties.

1.19. Governing Law & Legal Matter and Jurisdiction:

1.19.1. You shall in all respect be deemed and construed in conformity with the Indian Laws and shall be subject to the exclusive jurisdiction of the Court of Khetri, Dist. Jhunjhunu, in the State of Rajasthan (India).

1.19.2. Correspondence related to the insolvency & Bankruptcy code, 2016 and amendments thereto should be sent to below mention concern person & address only:-

Secretary
Ramakrishna Mission Vivekananda Smriti Mandir
P.O. Khetri
Dt. Jhunjhunu, Rajasthan - 333503
Beawar – Rajasthan – 305901

Application sent to any other address will not be treated as valid & will be Void-ab-initio.

1.20. Confidentiality:

The parties mutually agree to keep proprietary/ technical/ design data and any other information exchanged during the tenure of this Contract and thereafter, strictly confidential and, shall not use the same for any other purpose other than for the purposes as stated herein. If either Party wished to



use the information provided by the other party for purposes other than for the purposes stated, the party wishing to use the information shall do so only upon obtaining prior mutual consent in writing from the other Party.

1.21. Force Majeure:

Our order is subject to this clause. You and we understand by force majeure to unforeseen events. Circumstances such as War, Riots, Sabotage, Fires, Storms etc. that are unforeseen and beyond the control of both Contractor and RKM and which partially or fully hinder the fulfillment of the order.

1.22. Termination of Contract:

RKM reserves the right to terminate contract anytime without any notice or assigning any reasons thereof. Further RKM will not be liable for any damages in case of termination of contract due to any reason.

1.23. Covenant:

With reference to the discussion we had, it is very categorically discussed and agreed mutually by both of us that there are no pending issues of whatsoever nature related to various previous orders placed by us on your company/firm, which includes Liquidity Damages Waiver, Technical issues etc.

1.24. Settlement of Disputes:

1.24.1. Amicable Settlement

In case of any dispute or differences whatsoever arising between Parties out of or in relation to construction, meaning, scope, operation or effect of the contract or validity or breach thereof including nullity of contract, Parties shall make a good faith effort to amicably resolve such disputes.

1.24.2. The contractor is entitled to address any dispute arising with RKM only on individual basis and shall not seek other contractor's/contractors' associated support for any dispute redressal. Any sort of collective action on part of contractors against the interests of RKM will not be recognized and RKM has the right to terminate the contract with an immediate effect in such case.

1.24.3. The work shall not be stopped by contractor/his affiliate due to any dispute/arbitration/legal proceeding etc. The work shall not be stopped in any case, if the amount is withheld with RKM on account of deviation from contractual terms & conditions.

1.25. Arbitration:

1.25.1. The parties express to settle the dispute amicably in the first instance. In case of any disputes and differences remaining unresolved which shall either during the continuance of the agreement or afterwards arise between the contractor and the RKM about the terms contained in this agreement or the construction or the interpretation of the application thereof or any clause or things herein contained or as to any act, deed or omission or the part of either party under this agreement shall be referred to the sole arbitration of the nominee of the Secretary, RKM whose decision and award shall be final and binding on both the parties.

1.25.2. In the event of any dispute or difference arising out of, relating to, under or in respect Order between RKM and Contractor, the same shall be referred at the written request of either party to the Arbitral Tribunal of three arbitrators comprising one nominee from each of the RKM and the contractor and on umpire to be appointed by the two arbitrators by /mutual agreement in writing before entering upon the reference. Such arbitration shall be subject to and in accordance with the prevalent provisions and Conciliation Act 1996 (No.26 of 1996) and the Rules made there under and any statutory modification or re-enactment thereof. The venue of arbitration proceedings shall be Khetri only. Any reasoned or speaking Arbitration Award made in such arbitration proceedings shall be final and binding on the parties and shall be enforced any court of Compensation Jurisdiction.

1.25.3. During the course of arbitration proceedings, the parties hereto shall continue to execute their respective obligations here under except the obligations in respect of such matters as referred to arbitration Fees of arbitrator shall be decided as per the provisions of the act.



1.26. Indemnity:

- 1.26.1. During the continuance of agreement, it shall be the responsibility of the contractor to ensure that all rules and regulations relating to employment of labour including payment of PF or any other provision are complied with. In the event of contractor committing breach of any of the provisions in respect of arising out of business operations carried out by the contractor or any act of omission or commission committed by contractor or his agent or servants or due to any reason, the company is sought to be made liable for the same, by any person, Government or Local authority, then the contractor shall indemnify and keep the company indemnified and company's servants and agents against all costs, charges and expenses damages or amounts which company may be required to incur and sustain by reason of any action, claims or demands by them.
- 1.26.2. The contractor shall indemnify RKM against all costs/ damages done to RKM on account of contractor using RKM's name, emblem, signature, seal or anything associated with the company in an unwarranted manner.

1.27. Penalty:

- 1.27.1. If contractor or any of his labour has been caught, involving into making undue advantage and unfair profit including preparation and presentation of false record, tempering in records, overstatement of bills or any the mistake than contractor shall be levied a penalty of Rs. 500/- or 25% of mistake observed whichever is higher, subject to maximum amount of Rs. 25000 (Twenty five thousand). If any mistake is observed by RKM's in-house auditor's then the maximum penalty amount will be Rs. 50000 (Fifty thousand) and GST will be extra, if applicable. In addition to the penalty, RKM has reserve the right to terminate th contract with immediate effect and contractor shall be categorized as **black listed** and would not be given any work in future.
- 1.27.2. Penalty on late payment/Non submission of PF/ESI/ GST challan or non-compliance of any other statutory obligation – In case you delay in payment or submission of proof of payment (challan0) of PF/ESI/GST challan or non-compliance of any other statutory obligation than penalty shall be imposed on each such incidence.

1.28. Indemnity/ Recovery of differences/ deviations/ errors/ omissions/ excess payment discovered later on:

Notwithstanding payment made to you as per bill raised/ approved, in case of following circumstances, you shall also be responsible for indemnifying us to the full extend & the same will be recovered by way of any other dues payable/ security deposit/ performance bank guarantee/ withheld money/ credit balance:-

Any chargeable facility like food, lodging, transportation and others, availed by contractor and his affiliates.

1. Any difference/deviation/ errors/ omissions found during audits/ routine checks/reconciliation checks/ inspections (of any nature).
2. Any statutory dues borne by RKM which are in contractor's scope/ responsibility.
3. Contractor has to ensure that GST is deposited within the time prescribed under relevant acts and rules and also file online GST return timely to avoid mismatch of input tax credit. In case RKM is deprived from taking input tax credit for the reasons attributable to you, the same shall not be paid to you, or in case borne by RKM, will be recoverable.
4. TDS/TCS (as per prevailing rates/rules at te time of payment of bills) is deductible from every bill as per applicable government rules and regulations.
5. Any resources provided/issued by RKM which are in contractor scope.
6. Contractor shall provide the requisite PPEs for his manpower of ISI approved make. In case the PPEs are not of approved/ISI make, then RKM has right to issue the same on chargeable basis and are recoverable.
7. Any penalty imposed by RKM safety officer for non-compliance of safety rules as per RKM norms.
8. Any cost borne by RKM in medical treatment or ensuring hygiene of your workmen.
9. Any amount paid to your workmen and/ or their relatives of the same, due to unforeseen circumstances/accidents, resulted by your/ your affiliate's actions, which may cause damage/loss of life to himself/herself/ others, is in contractor's scope and any cost borne by RKM for the same is deductible.
10. Cost of any damage to RKM property, whether deliberate or accidental done by contractor/ his workmen.
11. Cost to rectify any work due to poor workmanship,
12. Any cost borne by RKM to complete the work including housekeeping which was in contractor scope but not completed within reasonable time.



13. Security amount as per RKM policy is deductible and same shall be paid back to you as per RKM policy (after settlement of any deduction/debit).
14. Any other penalty/ recovery as per terms of the order.
In case any remaining balance thereafter to recover, you will be liable to deposit the same to us forthwith.

1.29. Withholding of money/payment:

In case of any deviation in the terms of contract, RKM reserves the right to withhold the payment till the deviation is rectified.

1.30. Deemed Acceptance of Order:

In case accepted copy of work order is not submitted by you & no objection is raised within 3 days- then the order will be deemed to be accepted. Further, if mobilization of your team/ resources has been done and / or the work has been started by you / your team and/ or any payment made by RKM on your request – then order will deemed to be accepted.

1.31. Display Board at Site:

Contractor will ensure that boards to be installed at construction area/ work place displaying the name of Contractor along with emergency contact number.



Bidder's Per Qualification

1. AVERAGE ANNUAL TURNOVER DURING THE LAST 3 YEARS, ENDING 31ST MARCH OF THE PREVIOUS FINANCIAL YEAR, SHOULD BE ATLEAST 30% OF THE ESTIMATED COST.
2. EXPERIENCE OF HAVING SUCCESSFULLY COMPLETED SIMILAR WORKS DURING LAST 05 YEARS ENDING LAST DAY OF MANTH PREVIOUS TO THE ONE IN WHICH APPLICATION ARRE INVITED SHOULD BE EITHER OF THE FOLLOWING:
 - A. THREE SIMILAR COMPLETED WORKS COSTING NOT LESS THAN THE AMOUNT EQUAL TO 40% OF THE ESTIMATED COST.
 - B. TWO SIMILAR COMPLETED WORKS COSTING NOT LSS THAN THE AMOUNT EQUAL TO 50%OF THE ESTIMATED COST.
 - C. ONE SIMILAR COMPLETED WORK COSTING NOT LESS THAN THE AMOUNT EQUAL TO 80%OF THE ESTIMATED COST.

DEFINITION OF "SIMILAR WORK" HERE REFERS TO WORK EXECUTED SUCH AS "CIVIL CONSTRUCTION WORK"



Tender Inviting Authority: Ramakrishna Mission Khetri 333503				
Name of Work: Construction of Residential Quarters				
Contract No:				
S.No.	Description	Qty.	Unit	cement consumption (beg)
1	2	3	4	5
1	Providing and laying in position cement concrete including curing compaction etc. of specified grade excluding the cost of centering and shuttering =All up to plinth leve (Used Banas/Bikaner sand)1:4:8 (1Cement :4 Course Sand :8 Graded stone aggregate 40 mm nominal size	14.00	Cum.	3.4/Cum.
2	Providing and laying in position machine batched, machine mixed and machine vibrated design mix cement concrete of specified grade for reinforced cement concrete structural elements excluding the cost of centering, shuttering and reinforcement including curing, compaction, finishing with rendering in cement sand mortar 1:3 (1-Cement:3-coarse sand) and making good the joints and 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 Engineer-in-charge.All work upto plinth level. M-20 grade reinforced cement concrete. (Used banas / Bikaner sand)	41.00	Cum.	8/Cum.
3	Reinforced cement concrete work in walls (any thickness) including attached pilasters, buttresses, plinth and string courses, fillets, columns, pillars, piers, abutments, posts and struts etc. up to floor three level including curing, compaction, finishing with rendering in cement sand mortar 1:3 (1-Cement:3-coarse sand) and making good the joints excluding cost of centering shuttering and reinforcement :1:1½:2 (1-Cement:1½-coarse sand:2-graded stone aggregate 20 mm nominal size).	26.00	Cum.	8/Cum.
4	Reinforced cement concrete work in beams, suspended floors, roofs, girders having slopes up to 15o , landings, balconies, shelves, chajjas, lintels, bands, plain windows sills, staircases and spiral staircases, up to floor three level including curing, compaction, finishing with rendering in cement sand mortar 1:3 (1-Cement:3-coarse sand) and making good and joints excluding the cost of centering, shuttering and reinforcement: (Used banas / Bikaner sand)1:1½:3 (1-Cement:1½ coarse sand:3-graded stone aggregate 20 mm nominal size).	385	Cum.	8/Cum.
5	Random Rubble stone masonry for foundation and plinth in Cement Sand Mortar above 30 Cm. thick wall in : (Used Banas / Bikaner Sand)Cement Mortar 1:6 (1-Cement:6-Sand).	95.00	Cum.	1.65/Cum.
6	Brick masonry in foundation and plinth with bricks of class designation 75 in : Cement mortar 1 : 6 (1 cement : 6 coarse sand) Add extra over item No.5.1 for brick work in super structure upto third storey.	283.00	Cum	1.25/Cum.
7	Half brick masonry in foundation & plinth using bricks of designation 75 with nominal hoop rainforced (2 Nos. 6mm MS bar) at every fourth course in for hoop reinforcement 1Sq.m. 6mm MS bar 2x2x1.00 = 4.00 (Used Banas/ Bikaner sand)Cement mortar 1:4 (1-Cement:4-coarse sand).Add extra over item No. 5.8 for half brick masonry in superstructure up to third	341.00	Sqm.	0.213/sqm
8	6mm cement plaster to ceiling of mix 1:3 (1 Cement : 3 fine sand)(Excl Cost of Cement)	950.00	Sqm.	0.0734/Sqm
9	Plaster on new surface on walls in cement sand mortar 1:6 including racking of joint etc. complete fine finished: (Banas & Bikaner sand used only) 20mm Thick	2552.00	Sqm.	0.17/sqm
10	Plaster on new surface on walls in cement sand mortar 1:6 including racking of joint etc. complete fine finished: (Banas & Bikaner sand used only) 12mm Thick	2854	Sqm.	0.072/sqm.



BOQ

Tender Inviting Authority: Ramakrishna Mission Khetri 333503						
Name of Work: Construction of Residential Quarters						
Contract No:						
S.No.	Description	Qty.	Unit	Rate	AMOUNT IN FIGURS	AMOUNT IN WORDS
1	2	3	4	5	6	7
1	Earth work in excavation in foundation trenches or drains including dressing of sides and ramming of bottoms, lift upto 1.5 m, including taking out the excavated soil and depositing and refilling of jhiri with watering & ramming and disposal of surplus excavated soil as directed with in a lead of 50 meter. All kinds of soils	229.00	Cum.			
2	Earth work in excavation in foundation trenches or drains including dressing of sides and ramming of bottoms, lift upto 1.5 Mtr including taking out the excavated soil and depositing and refilling of jhiri with watering & ramming and disposal of surplus excavated soil as directed with in a lead of 50 m all lead of soil. 1.9.1					
	Hard Rock (Blasting Prohibited)	728.00	Cum.			
3	Filling available excavated earth (excluding rock) in trenches, plinth side of foundation etc. in layers not exceeding 20 cm. in depth , consolidating each deposited layer by ramming and watering including lead upto 50Mtr. and lift upto 1.5Mtr. With extra lead 5km.	812.00	Cum.			
4	Carriage of earth, sand, lime, morrum, mannure or slab etc. including loading, unloading & staking as per specification etc. complete with lead of 10.0 km.	810.00	CUM			



S.No.	Description	Qty.	Unit	Rate	AMOUNT IN FIGURS	AMOUNT IN WORDS
1	2	3	4	5	6	7
5	Providing and injection Chloropyrifous Emulsifiable concentrate 20 % with 1 % concentration for PRE-CONSGTRUCTIONAL Anti termite treatment as per IS 6313 part III and amended from time to time and creating a continous chemical barrier under and around the column pits, wall trenches, basement excavation, top surface of plinth filling, junction of wall and floor along the external perimeter of building expansion joints, over the top surface of consolidated earth of which aproch is to be laid surrounding of pipes and conduits etc. complete as per specification (Plinth floor area only shall be measured for payment.)Heptachlor E.C. 20% with 10% concentration	109.00	Sqm			
6	Providing and laying in position cement concrete including curing compaction etc. of specified grade excluding the cost of centering and shuttering =All up to plinth leve (Used Banas/Bikaner sand)1:4:8 (1Cement :4 Course Sand :8 Graded stone aggregate 40 mm nominal size	14.00	Cum.			
7	Centering and shuttering with plywood or steel sheets including strutting, propping, bracing both ways and removal of formwork for foundations in basements rafts, footings, strap beams, bases of columns , etc. up to plinth level.	52.00	Sqm			
8	Centering and shuttering with plywood or steel sheets including strutting, propping, bracing both ways with wooden members and removal of formwork for superstructure above plinth, for: Walls (any thickness) including attached pilasters, buttresses, plinth and string course.	635.00	Sqm			
9	Centering and shuttering with plywood or steel sheets including strutting, propping, bracing both ways with wooden members and removal of formwork for superstructure above plinth, for: Suspended floors, roofs, landings, staircases, balconies, girders, cantilevers, bands , coping, bed plates, anchor blocks, sills, chhajjas lintel, beam etc.Add extra for using steel props and bressings etc	1070.00	Sqm.			



S.No.	Description	Qty.	Unit	Rate	AMOUNT IN FIGURS	AMOUNT IN WORDS
1	2	3	4	5	6	7
10	Centering and shuttering with plywood or steel sheets including strutting, propping, bracing both ways with wooden members and removal of formwork for superstructure above plinth, for Columns, pillars, posts and struts etc.	306.00	Sqm.			
11	Providing and laying in position machine batched, machine mixed and machine vibrated design mix cement concrete of specified grade for reinforced cement concrete structural elements excluding the cost of centering, shuttering and reinforcement including curing, compaction, finishing with rendering in cement sand mortar 1:3 (1-Cement:3-coarse sand) and making good the joints and 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 Engineer-in-charge. All work upto plinth level. M-20 grade reinforced cement concrete. . (Used banas / Bikaner sand)	41.00	Cum.			
12	Reinforced cement concrete work in walls (any thickness) including attached pilasters, buttresses, plinth and string courses, fillets, columns, pillars, piers, abutments, posts and struts etc. up to floor three level including curing, compaction, finishing with rendering in cement sand mortar 1:3 (1-Cement:3-coarse sand) and making good the joints excluding cost of centering shuttering and reinforcement :1:1½:3 (1-Cement:1½-coarse sand:3-graded stone aggregate 20 mm nominal size).	26.00	Cum.			



S.No.	Description	Qty.	Unit	Rate	AMOUNT IN FIGURS	AMOUNT IN WORDS
1	2	3	4	5	6	7
13	Reinforced cement concrete work in beams, suspended floors, roofs, girders having slopes up to 15o , landings, balconies, shelves, chajjas, lintels, bands, plain windows sills, staircases and spiral staircases, up to floor three level including curing, compaction, finishing with rendering in cement sand mortar 1:3 (1-Cement:3-coarse sand) and making good and joints excluding the cost of centering, shuttering and reinforcement: (Used banas / Bikaner sand) 1:1:2 (1-Cement:1 coarse sand:2-graded stone aggregate 20 mm nominal size).	385	Cum.			
14	Providing and fabricating reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding (including cost of binding wire) all complete up to floor three level. Tremo Mechanically treated bars	56200	kg			
15	Random Rubble stone masonry for foundation and plinth in Cement Sand Mortar above 30 Cm. thick wall in : (Used Banas / Bikaner Sand) Cement Mortar 1:6 (1-Cement:6-Sand).	95.00	Cum.			
16	Brick masonry in foundation and plinth with bricks of class designation 75 in : Cement mortar 1 : 6 (1 cement : 6 coarse sand) Add extra over item No.5.1 for brick work in super structure upto third storey.	283.00	Cum			
17	Half brick masonry in foundation & plinth using bricks of designation 75 with nominal hoop rainforced (2 Nos. 6mm MS bar) at every fourth course in for hoop reinforcement 1Sqm. 6mm MS bar 2x2x1.00 = 4.00 (Used Banas/ Bikaner sand) Cement mortar 1:4 (1-Cement:4-coarse sand).Add extra over item No. 5.8 for half brick masonry in superstructure up to third story	341.00	Sqm.			
18	Providing batta (goola) 75mmx75mm in cement concrete (1:2:4) includind finished with cement mortar 1:3 as per standard design	230.00	Mtr.			
19	Making grooves as per design in plaster 10mm to 20mm wide.	1400	Rmt.			
20	6mm cement plaster to ceiling of mix 1:3 (1 Cement : 3 fine sand)(Excl Cost of Cement)	950.00	Sqm.			



S.No.	Description	Qty.	Unit	Rate	AMOUNT IN FIGURS	AMOUNT IN WORDS
1	2	3	4	5	6	7
21	Making of drip course (Tapka) in cement sand mortar 1:6 width upto 40 mm and 10 mm thick as per approved design	230.00	Rmt.			
22	Plaster on new surface on walls in cement sand mortar 1:6 including racking of joint etc. complete fine finished: (Banas & Bikaner sand used only) 12mm Thick	2854.00	Sqm.			
23	Plaster on new surface on walls in cement sand mortar 1:6 including racking of joint etc. complete fine finished: (Banas & Bikaner sand used only) 20mm Thick	2552.00	Sqm.			

