

No.G.33025/80/2015-DTE(TRP-STAT)/ 19
GOVERNMENT OF MIZORAM
TRANSPORT DEPARTMENT

Aizawl, the 6th August, 2015.

LETTER OF INVITATION

To _____

Subj: Request for Proposal (RFP) for preparation of Detailed Project Report (DPR) and Execution of Civil Construction work for Maxi Cab-cum-Bus Terminal at Serchhip.

Sir,

I have the honour to inform you that Transport Department, Government of Mizoram is intending to construct Maxi cab-cum-Bus Terminal at Serchhip by utilizing fund of Rs. 3.90 Crores from the Scheme under the Ministry of Development of North Eastern Region (DoNER), Government of India. The Department has decided to execute the project through Consultancy Firms by floating Restricted Tender for selection of the Firm. And in accordance with Finance Department's O.M.No.A.46011/1/2010-F.Est/313-314 Dt.12/05/2015, you have been empanelled as the Bidder of the Restricted Tender floated hereby.

You are requested to participate in the Bid Stage and submit your proposal "the Bid" for the aforesaid Project in accordance with the RFP which can be downloaded from www.transport.mizoram.gov.in and on payment of a processing fee of Rs. 20,000/- in cash or by Demand Draft.

Please note that the Transport Department, Government of Mizoram reserves the right to accept or reject all or any of the Bid without assigning any reason whatsoever.

Enclo:-RFP

Yours faithfully,

(ETHEL ROTHANGPUII)
Deputy Director (Hqrs)
For Director of Transport
Transport Department

Memo No.G.33025/80/2015-DTE(TRP-STAT)/19(A): Aizawl, 6th August, 2015.

Copy to:-

1. Secretary, Transport Department, Mizoram: Aizawl.
2. APM, IT, Transport Department for uploading in the Department website.
3. Office Notice Board.

Deputy Director (Hqrs)
For Director of Transport
Transport Department

**REQUEST FOR PROPOSAL
(RFP)
FOR
CONSTRUCTION
OF
MAXI CAB
-CUM-
BUS TERMINAL
AT
SERCHHIP**

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1. Introduction:

1.1 The Government of Mizoram represented by the Secretary to the Government of Mizoram, Transport Department, (hereinafter referred to as the Employer) receives an invitation from the Ministry of Development of North Eastern Region (DoNER), Govt. of India to submit Detail Project Report (DPR) for the construction of Maxi cab-cum-Bus Terminal at Serchhip in Mizoram and offer a Project cost amounting to a maximum of Rs 3.90 Crore.

1.2 The Employer then decided to execute the project on Design and Build basis (Total turnkey basis) to facilitate timely initiation of the project Planning/Design and avoid delays in execution and ensure completion of the project, as per approved designs, within the approved project cost and has decided to carry out restricted bidding process from amongst the short listed empanelled consultancy firms notified by Finance Department in the State Government vide O.M.No.A.46011/1/2010-F.Est/313-314 Dt.12/05/2015 for selection of a private entity as the Bidder to whom the preparation of Detailed Project Report and execution *of Civil Construction work* may be awarded.

1.3 Financial Implications of the Project are as follows:

The Central Government may provide 90% of the capital investment subject to maximum of Rs. 3.90 Crore as per following tentative break up:

Civil Construction: Rs. 3.90 Crore

2. Terms of Reference

2.1 **Background:** Transport Department under Govt. of Mizoram is still not having its own proper Bus Station at Serchhip. The only office presently running in the town is the District Transport Office where it is dealing with enforcement of Motor Vehicle Acts & Rules including registration of Motor Vehicles as well as issue of licence and permits to Motor Vehicles etc. only. Since Serchhip Town is located in the very important meeting point of routes to the east of Mizoram as well as to the southern part of Mizoram, Terminal building is absolutely necessary to cope with the future expansion on all round development. In the meantime, the local authority as well as the concerned Govt. Department in Serchhip even has made suitable arrangement and offered suitable land for

the Terminal Building at Darnamtlang (Serchhip). The density of Motor Vehicles plying in and around Serchhip town became increasing year by year. There are as many as more than 100 Nos. of Maxi Cab (private) service in Serchhip and there are as many as more than 340 Nos. of other public transport(private) vehicles within and surrounding Serchhip Town.

The number of vehicles carrying passengers is increasing year by year whereas there is no facilities to provide security to the vehicles and amenities to the passengers due to unavailability of State Fund. However, the need to provide the above requirement is absolutely necessary with the assistance of the Govt. of India.

2.2 Objective: The objective of the project is to alleviate problems of traffic movement in Serchhip Town with better amenities, security and shelters. It will provide Booking counter/office for different operators.

2.3 Benefits: Construction of Bus Terminal building in providing Rest rooms including Office and Booking office attached toilets for different operator with better facilities would be benefitted by the Government in generating regular revenue income from the private operators etc.

2.4 Scope of Work: The scope of work to be performed by selected agency will include (but is not limited to) the following tasks:

a) i) The Agency shall prepare Detailed Project Report (DPR) of the project within 15 days from the date of issue of LOA after getting the design concept and broad specifications duly approved by the Employer.

ii) The preparation of DPR shall be undertaken based on latest specification / SOR and should incorporate standard architectural drawing/designs, BOQ of PWD, Govt. of Mizoram, IS codes of Practices, standard engineering practices and instructions issued by the Employer from time to time.

iii) The DPR should invariably contain date neutral PERT/CPM chart for project implementation.

iv) The agency shall incorporate all necessary changes in the DPR as may be suggested by the Ministry of Development of North Eastern Region (DoNER) subsequently.

- b). The Agency shall also get the work executed in accordance with the technical sanction and drawings, design and specification in the approved DPR and ensure completion of the project within the project cost and project period as specified in the Contract Document.
- c). The agency shall render all required support to the Employer for follow up action, as may be required, with the Ministry of Development of North Eastern Region for early approval and sanction of the project.

3. INFORMATION TO BIDDERS

3.1 Brief Description of Bidding Process:- The employer has adopted a one-stage one-part (envelope) restricted bidding process for selection of the Bidder for award of the Project, from amongst the Firms empanelled by the State Govt. in the Finance Dept. vide O.M.No.A.46011/1/2010-F.Est/313-314 Dt.12/05/2015 (appended at Annexure). The applicant must satisfy themselves that they are qualified to bid and should give an understanding to this effect.

3.2 Schedule of the Bidding process :-

<u>Event description</u>	<u>Date</u>
1. Last date of submission of bids	12 Noon (17 th August, 2015)
2. Opening of Bids	(Same date as Sl. No 1 at 2:00 pm)
3. Letter of Award	Within 15 days of Sl. No 1
4. Signing of Contract Agreement.	Within 3 months of LOA

3.3 Name and Address of contact person:

Ms. Ethel Rothangpuii
 Dy. Director (Hqrs)
 Transport Department
 Chaltlang, Aizawl, Mizoram
 Ph. No 0389 2306092
 Mobile 9436142676
 E-mail: ethelrtp@gmail.com

4. GENERAL TERMS OF BIDDING.

- 4.1 The following details are to be furnished that will form a part of the Bid documents:
- a) Name and year of establishment of the Agency.
 - b) General profile of the Agency indicating core competence and area of specialization and services rendered in the field of Infrastructural Project Design and Planning.
 - c) Value and size of the civil construction projects handled by the Agency since its inception.
 - d) Number of professional and technical staff with qualifications and their curriculum Vitae (CV).
 - e) Audited Financial Report of the firm for the last three years, indicating Turnover and Net Profit figures.
 - f) A processing fee of Rs. 10,000 (ten thousand only) in cash or cheque in favour of Director, Transport Department, Govt. of Mizoram.
- 4.2 The Bidder shall provide all the information sought under this RFP and any other relevant information as deemed fit by the Bidder. The Employer will evaluate only those Bids that are complete in all respects.
- 4.3 The Bid and other documents shall be typed and signed by the authorized signatory of the Bidder, whose power of Attorney (in affidavit form) for signing the documents should be enclosed in the Bid documents.
- 4.4 The Bid should be sealed with a sealing wax in an envelope and shall clearly bear the following identification-
“Bid for Construction of Maxi Cab-cum-Bus Terminal at Serchhip” and shall clearly indicate the name and address of the Bidder.
- 4.5 Each of the envelope shall be addressed to:
- The Director
Transport Department
Mizoram: Aizawl
- 4.6 If the envelopes are not sealed and marked as instructed above, the employer assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

- 4.7 Bids received by the Employer after the specified time on the Bid due date shall not be eligible for consideration and shall be summarily regretted.
- 4.8 The Bidders shall be responsible for all the costs associated with the preparation of their Bids and their participation in the Bidding process. The Employer will not responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding process.
- 4.9 Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site condition, traffic, location surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, applicable laws & regulation and any other matter considered relevant by them.
- 4.10 Notwithstanding anything contained in this RFP, the Employer reserves the right to reject any bid and to annul the Bidding process and reject all Bids at any time without any liability or any obligation for such rejection or annulment, and without assigning any reasons thereof.
- 4.11 Information relating to examination, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not officially assisting the Employer concerning the Bidding Process. The Employer may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Employer or as may be required by law or in connection with any legal process.

5 OPENING & EVALUATION OF BIDS.

- 5.1 The Employer shall open the Bids at **13:00 hrs** on the **Bid Due Date** at the place specified in clause 4.5 and in the presence of the Bidders who choose to attend.
- 5.2 The Employer will subsequently examine and determine whether each Bid is responsive to the requirements of this RFP. A bid shall be considered responsive only if.

- a) It is received by the Bid due date including any extension thereof, if any.
- b) It is signed, sealed and marked as stipulated in clause 4.4.
- c) It is accompanied by the Power of Attorney (in affidavit form) as specified in clause 4.3.
- d) It contains all information (Complete in all respects) as requested in this RFP.
- e) It does not contain any condition or qualification.

5.3 The Employer reserves the right to reject any Bid which is non-responsive and no request for alternation, modification, substitution or withdrawal shall be entertained by the Employer in respect of such Bids.

5.4 Subject to the provision of clause 4.10, the Bids adjudged as responsive in terms of clause 5.2 shall be evaluated by the State Level Consultancy Evaluation Committee (CEC) constituted by the Transport Department, Government of Mizoram vide B.11015/3/2013-TRP Dt. 27th Aug, 2013.

The Bid will be evaluated on the basis of the following evaluation criteria.

Sl/No	Details	Max. Marks
1	Experience of the firm in execution of Civil Construction projects in the State.	20
2	Experience of assignments related to preparation of DPR for Civil Infrastructure Works.	10
3	Methodology, Work Plan and understanding of RFP	20
4	Suitability of Key personnel for the assignment	
	a) Qualification	20
	b) Relevant Experience	20
5	Financial strength of the consultant :	
	a) Turnover Figures for last 3 years.	5
	b) Net Profit for last 3 years.	5

5.5 After selection, a Letter of Award (the “LOA”) shall be issued by the Employer to the Selected Bidder and the Selected Bidder shall, within 2(two) days of the issue of the LOA, acknowledge receipt of the same indicating therein its acceptance or otherwise of the LOA and the assignment.

- 5.6 After acknowledgement of the LOA as aforesaid by the Selected Bidder, a Deed of Agreement shall be executed between the Employer and the Selected within the period prescribed in Clause 3.2.
- 5.7 Any queries or request for additional information concerning this RFP shall be submitted in writing or by email submitted to the officer designated in Clause 4.5.
- 5.8 Bids shall be deemed to be under consideration immediately after they are opened and until such time the Employer makes official intimation of award to the Selected Bidder. While the Bids are under consideration, Bidders and / or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Employer on matters related to the Bids under consideration.

6. GENERAL TERMS AND CONDITIONS FOR TENDER AND CONTRACT

Bidders should read these conditions carefully and comply strictly while sending their bids.

6.1 Definitions:

For the purpose of clarity, the following words and expressions shall have the meanings hereby assigned to them:-

- 6.1.1 Approval** – means approval in writing by the designated officer of the Employer.
- 6.1.2 Contractor** – means the contractor or contractors or suppliers or agencies employed by the Executing Agency for the work or any connected work, including the Executing Agency itself in case any work is done directly by the Executing Agency.
- 6.1.3 Employer** – means the Transport Department, Government of Mizoram represented by the Secretary, Govt. of Mizoram and shall also include its administrators, executors and assignees.
- 6.1.4 Executing Agency** – also referred to as ‘Agency’, means an agency appointed by the employer for execution of the works under the project as may be defined in the agreement.
- 6.1.5 Executing Agency Charges** – means the project executing charges payable to the Executing Agency as a percentage of the actual cost.

6.1.6 Letter of Award (LOA) – As defined in Clause 5.5

6.1.7 Project/Work – means preparations of DPR, design and **civil works pertaining to the construction of Maxi Cab-cum-Bus Terminal at Serchhip.**

6.1.8 Security Deposit- Within 5 days of receipt of the letter of acceptance of LOA and before signing of agreement, the successful bidder shall deliver a security deposit of Rs 5,00,000/- in the form of bank draft drawn in favour of Director of Transport payable at Aizawl.

6.2 General:

6.2.1 Subject to the provision of clause 6.2.4 below, the Successful Bidder shall be paid the actual Project cost for designing and building the entire project.

6.2.2 The cost of preparation of the DPR and the Executing Agency charges shall be in-built in the Project cost estimation in the DPR based on prevailing rates in the PWD SOR as approved by the State Govt. for Civil Construction Work and also based on prevailing market rates in respect of workshop equipments, motor vehicles and simulators.

6.2.3 All incidental charges including the work contract tax, service tax, VAT and any other tax or cess as applicable on the designing and execution of the project shall be incorporated as part of clause 6.2.2 above.

6.2.4 The following expenses will be borne from the Project Cost:

- i) Cost paid by the Employer to local government any other statutory body or bodies for getting approvals for the project.
- ii) Cost of laboratory charges for testing of materials, etc. for the purpose of ensuring Quality Control.

6.3 ROLE AND RESPONSIBILITIES OF THE EXECUTING AGENCY:

6.3.1 Subsequent to the signing of the agreement and the approval of the project, the Executing agency shall forthwith take possession of the site from the Employer and shall nominate qualified Engineer (s) for execution of the project under intimation to the Employer.

In case the employer advised the executing agency for replacement of Site Engineer the same will be duly considered by it and suitable replacement shall be provided.

- 6.3.2 Executing Agency shall execute the works at approved cost as per approved technical designs and drawings.
- 6.3.3 The Executing Agency shall be wholly, solely and fully responsible for the timely completion of the project, the quality of works as per approved designs and also the structural safety during & after completion of the project.
- 6.3.4 The Employer or the Society as mentioned in 6.8.1 can inspect and check the Construction work from time to time to see that the buildings are being constructed as per drawings & specifications. If any defects are found or deviation from the Plan without the written permission of the Employer noticed during the inspection, the same will be rectified by the Executing Agency.
- 6.3.5 During the various stages of execution, Executing Agency shall submit monthly progress reports with site photographs with minimum 6 site photographs of size 4"x6".
- 6.3.6 The Executing Agency shall be responsible for proper structure, design, specifications and workmanship.
- 6.3.7 Liability for all defects in the constructions work by the executing agency shall rest with them for a period of twelve months from the date of its handing over-site complete in all respect to the Employer. Executing Agency shall be responsible for satisfactory rectification of defects.
- 6.3.8 Any defects discovered and brought to the notice of the Executing Agency during the period aforesaid shall be rectified by Executing Agency forthwith at its own cost and expenses. In the event of the failure on the part of the Executing Agency to rectify the defects, the same may without prejudice to Any other rights available to Employer in law can be got rectified by the employer for and on behalf of Executing Agency and at the cost and expense of the Executing Agency, after due notice of 30 days to the Executing Agency.
- 6.3.9 The Employer shall have the right to deduct or set off the expenses incurred by it in rectifying the defects as aforesaid from or against any amount due and payable or becoming due and payable by the Employer to the Executing Agency under this agreement or from any other amount due. The Employer shall be entitled to claim the balance due with interest and recover the same from the Executing Agency, if the amount claimed is not paid on demand.

- 6.3.10 The Executing Agency shall unless otherwise specified be fully responsible for procurement of all materials and services for the construction activity.
- 6.3.11 Executing Agency shall be fully responsible for acts or omissions committed by it.
- 6.3.12 The Executing Agency shall be fully responsible to defend any suits or arbitration cases arising in respect of the project in connection with the Work between the Executing Agency and its sub-agency/workers at its own cost.
- 6.3.13 The Executing Agency shall, whenever required, obtain in writing approval of the local bodies or statutory bodies for the planning, construction as contemplated in this agreement. However, the Employer shall render necessary support to the Executing Agency to the extent of writing letters to local bodies regarding getting such approvals.
- 6.3.14 The Executing Agency shall be fully responsible for observance of all labour laws and other laws applicable and shall indemnify and keep indemnified the Employer against effect of non-observance of any such laws by it or the sub-agency.
Further, Employer shall not be responsible in any manner whatsoever or Damages/compensation under Workmen Compensation Act or any other law in torts or in civil law to the employees of Executing Agency and/or Contractor(s) and/or labourer employed.
- 6.3.15 The Executing Agency shall send completion report with as-built drawings and maintenance schedules for all the services to the office of the Employer in writing within 15 days of completion of work.
- 6.3.16 Responsibility to obtain Completion Certificate and Occupancy Certificate rests with the executing agency, and the project shall be deemed to have been completed and at the stage of handing over only when these are obtained from the local body (ies).
- 6.3.17 All plans, drawing, specifications, design, report and other documents prepared by the Agency in performing the Services shall become and remain the property of the Employer, and the Agency shall, not later than upon termination or expiration of this Agreement, deliver all such documents to the Employer, together

with a detail inventory thereof. The Agency may retain a copy of such documents.

6.3.18 The Agency, their Sub Agency/Third Party and the personnel of either of them shall not, either during the term or within two (2) years and 6 (six) months after the expiration of the Contract period, disclose any proprietary or confidential information relation to the project, the Services, the Contract or the Employer's business or operation without the prior written consent of the Employer.

6.3.19 Failure to comply with the provisions of the agreement shall lead to forfeiture of Security Deposit.

6.4 RESPONSIBILITIES OF THE EMPLOYER:

The Employer shall make available the site for the work to the Executing Agency.

6.4.1 Employer will not be responsible to the contractors/suppliers of the items required for execution of contract.

6.4.2 Employer shall make payment due under this agreement to the Executing Agency. However, the Employer may levy compensation upon the Executing Agency due to non-fulfillment of any clause of the contract or for bad work or deficiency in services or any other reasons whatsoever deemed appropriate under relevant rules and regulations.

6.5 COMPLETION OF THE PROJECT

6.5.1 The date of start of the work i.e. planning and thereafter execution and completion shall be reckoned from the 15th day after receiving of sanction by the Employer from the DONER.

6.5.2 The work shall be completed in all respect within a period of 36 months from the date of issue of work order.

6.5.3 Executing Agency shall be required to complete the construction work within the stipulated period. In case of delay, which may occur due to the reasons beyond the control of Executing Agency, Executing Agency would approach the Employer with full details for extension in time limit for completion of the works. In case of delay due to sole default on part of Executing Agency, or its contractors/subcontractors the Executing Agency shall be liable to

pay to the Employer compensation (not amounting to penalty) at the rate of not exceeding $\frac{1}{4}\%$ (One quarter percent) of the total anticipated Execution Agency charges per week of delay subject to maximum of 10% (Ten percent) of the total agency charges. However, the employer may reduce the same at its sole discretion.

6.6 ASSIGNMENT OF THE AGREEMENT:

The Executing Agency shall not assign or transfer or part with any of the rights, duties of obligations, wholly or in part, under this agreement to any other party without the previous consent in writing of the Employer, except as provided under the agreement.

6.7 PAYMENT & SCHEDULE OF PAYMENT:

- 6.7.1 The Employer shall give 50% (fifty percent) of the first installment received from Ministry of Development of North Eastern Region (OR) 20% of the total Project Cost, whichever is lesser, as Mobilization/Equipment/Secure Advance.
- 6.7.2 The Executing Agency shall give the reimbursement bill Bi-Monthly along with their expenditure claim (that may include agency charges), copy of the expenditure statement duly certified by a representative of Executing Agency on the project, for reimbursement/adjustment of expenditure incurred from the funds advanced to the Executing Agency.
- 6.7.3 The remaining funds shall be released to the Executing Agency on actual execution basis on on-site measurements.
- 6.7.4 On completion of work, the accounts of the work shall be closed and a final bill/expenditure statement audited by a Chartered Accountant shall be submitted for settlement.

6.8 MONITORING

- 6.8.1 Effective monitoring shall be carried out by the Agency, and by the State Government to monitor the progress of the works in implementation of the project. To this end, the Agency shall furnish all the data and information, as may be prescribed by the employer from time to time, in the relevant format.

6.8.2 The Agency shall monitor the progress of the works by maintaining full information of contractors, contractor-wise status report of cost of work done and payments made, list of completed works and value of work done in the prescribed format.

6.9 QUALITY MONITORING:

6.9.1 The Agency shall ensure the best practices are applied for quality management of works. The first tier of quality control will be executed at the Agency level. There shall be an Independent Quality Control System (IQCS).

6.9.2 Before awarding works, the Agency shall intimate the employer of details of the Quality Control System operational at the agency level.

6.9.3 A two tier setup envisage for Quality Assurance for project works will be put in place as below:-

The first tier will be the Senior Engineer of the Agency in charge of the work. The Agency shall establish Quality Control laboratories and get the contractually stipulated tests conducted. The test results shall be recorded in the prescribed quality control registers. The second tier of Quality Control will be managed by the Assistant Engineer, Transport Department. This tier will oversee and supervise the first tier quality control arrangement, and coordinate all Quality Control and Assurance Activities.

6.10 ARBITRATION:

Every dispute, difference, or question which may at any time arise between the parties hereto or any person claiming under them, touching or arising out of or in respect of this agreement or the subject matter thereof shall first be endeavored to be amicably resolved at the Top Management level of the parties. However, in the event of such dispute, difference or question, etc., remaining unsolved, the same shall be referred to the arbitration by a sole arbitrator appointed mutually by both the parties as per provisions of the Arbitration & Conciliation Act, 1996 as applicable. The place of such arbitration shall be at Aizawl, Mizoram.

6.11 FORCE MAJEURE:

The work(s)(whether fully completed or not) and all materials, machines, tools & plants, scaffolding, temporary buildings & other things connected there with shall be at the risk of the Agency until the Work has been delivered to the Engineer-in-Charge and a certificate from him to that effect obtained. In the event of the work of any materials properly brought to the Site for incorporation in the Work being damaged or destroyed in consequence of hostilities or war-like operations, Agency shall, when ordered in writing by the Engineer-in-Charge, remove any debris from the Site, collect and properly remove or/and stack in store all serviceable materials salvaged from the damaged work & shall be paid at the Contract rates in accordance with the provisions of this Contract for the work of cleaning the site of debris, stacking removal of serviceable materials and for the reconstruction of all works ordered by the Engineer-in-Charge, such payment being in addition to compensation upto the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed by the Agency and by the Employer. The Agency shall be paid for the damage/destruction suffered and for restoring the material at the rates based on the analysis of rates tendered for in accordance with the provisions of the Contract. The certificate of the Engineer-in-Charge regarding the quality and quantity of materials and the purpose for which they were collected shall be final & binding on all parties to the Contract.

Provided always that no compensation shall be payable for any loss in consequence of hostilities or war-like operations.

- i) Unless the agency had taken all such precautions against Air raids as are deemed necessary by the A.R.P. Officers or the Engineer-in-Charge.
- ii) For any materials etc. not on the site of the work or for any tools and plant, machinery, scaffolding temporary buildings and other things not intended for the Work.

In the event of the Agency having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its

completion as is considered reasonable by the Engineer-in-Charge.

In the event of any loss or damage to the Work or any part thereof from any of the Excepted Risks, the following provisions shall have effect.

- i) The Agency shall, as may be directed in writing by the Engineer-in-Charge, remove from the Site any debris of so much of the Work as shall have been damaged.
- ii) The Agency shall, as maybe directed in writing by the Engineer-in-Charge, proceed with the erection& completion of the Work under and in accordance with the provisions and conditions of the Contract. Payment for such additional works, if any, shall be made as per terms of the Contract.

Provided always that the Agency shall not be entitled to payment under the above provisions in respect of such loss or damage as has been occasioned by any failure on his part to perform his obligations under the Contractor not taking precautions to prevent loss or damage.