

TENDER COST – Rs.1,000/-



Rural Electrification Corporation Ltd.

(A Govt of India Enterprises)

(Estates Division)

Core-4, SCOPE Complex, 7-Lodhi Road, New Delhi-110003

Tele. Fax 011-43091515, [www.recindia.nic.in](http://www.recindia.nic.in), pksinghal@recl.nic.in

**NOTICE INVITING TENDERS**

**NO:REC/Estates/ /10/2010/**

**Dated: 16.03.2010**

Sealed bids are invited from contractors having sufficient experience in Interior renovation works as per details mentioned hereunder

Sl No.	Name of work	Comple-tion period	Estima-ted cost	Earnest Money
1	<b>Interior Renovation works at 3<sup>rd</sup> Floor, REC Office, Core-4, SCOPE Complex, 7- Lodhi Road, New Delhi covering approximately 2000 sq. ft. area</b>	90 (ninety) days	Rs.20 lakh	<b>Rs. 40,000 (Rupees forty thousand only)</b>

Bid Document can be purchased from REC by paying Rs.1,000/- (Rupees One Thousand only) through DD/CC in favour of “Rural Electrification Corporation Ltd.” alternatively Bid Document can be downloaded from our website and in such case, the bidder should enclose DD/BC amounting to Rs.1,000/- (Rupees One Thousand only) in favour of “Rural Electrification Corporation Ltd.” towards cost of bid document in Envelope-I.

Tender shall be submitted in a sealed cover Superscribing “Tender for Interior Renovation Works at third floor, REC Office, Core-4, Scope Complex, 7-Lodhi Road, New Delhi ” and shall contain three separate sealed envelopes superscribed as Envelope-I, Envelope-II & Envelope-III.

Envelope-I shall contain the Bank DD/Banker’s cheque against the Earnest Money amounting to Rs.40,000/-(Rupees Forty thousand only). Bid without cost of Tender and EMD shall be out-rightly rejected.

Envelope-II shall contain documents pertaining to qualifying criteria including technical and commercial terms and conditions as under and the formats mentioned in the Tender Documents from Format-I to format-X may be submitted in this envelope.

- ✓ List of similar work completed during the last three years along with completion certificates.
- ✓ Copy of Balance Sheets for the last three years.

- ✓ Copy of Registration of VAT/VAT clearance.
- ✓ Copy of PAN Number

The bidder shall be qualified on the basis of details/documents submitted under Format I-X.

Envelope-III shall contain the 'Price Bid'. The rates shall be quoted by the firm (in figure & in words), terms of payment, guarantee terms etc. should be clearly mentioned and submitted on or before 9<sup>th</sup> April,2010 upto 3.00 PM.

The Envelope-I of the bid and the Envelope-II of those who have submitted EMD in Envelope-I will be opened on the same day i.e.9<sup>th</sup> April,2010 at 3:30 PM in the presence of the bidders or their representatives who choose to remain present. Envelope-III containing Price Bid will be opened at a later date. Information of opening of price bid (Envelope-III) will be sent/given to all of the eligible bidders.

#### **1. Pre-qualification criteria (PQ)**

- (i) Average Annual financial turnover of the bidders during the last 3 year, ending 31<sup>st</sup> March, 2009 should be at least Rs.40 lakhs.
- (ii) Bidders should have experience of having successfully completed single similar works of Rs. 16.0 lakh or two similar works of Rs.12.0 lakhs each or three similar works of Rs.8.0 lakhs each during the last 3YEAR ending March,2009.
- (iii) Similar work means that the bidder has executed interior works/renovation works for Interior decoration by providing/fabrication and fixing of modular/fabricated partitions of chambers/modular workstations, furniture and allied works including Flooring/False Ceiling, toilets fixtures/fittings/tiling, air-conditioning etc.

#### **2. Eligibility Criteria for opening of the "Price Bid" Envelope-III**

After opening of Envelope-II, technical suitability/documents required to be submitted shall be scrutinized as per pre-qualification criteria and respective bidders shall be enlisted

#### **(3) Security Deposit**

A sum of 5% from each payment shall be deducted from the Contractor's bill as security amount, which shall be released after completion of the defect liability period valid for 12 months from the date of completion of the works against any manufacturing defect/poor workmanship, poor performance, and in case any deficiencies are found during this period, the same shall be repaired/rectified/replaced free of cost by the Contractor. EMD submitted earlier shall be adjusted against security deposit.

- (4) Work shall be completed at site. Availability of required material at site will be sole responsibility of the contractor at his own risk & cost.
- (5) Transit risk will be borne by the Contractor for either any damages or any shortage of goods.
- (6) If any bidder withdraws after its acceptance or refuses to carry out the work without any satisfactory and acceptable reasons, the bidders Earnest Money will be forfeited and the firm will be disqualified from participation in tender of REC in future for two years.
- (7) Validity:- Validity of offer should be at least **180 days** from the date of opening of the 1<sup>st</sup> Envelope of the Tender.
- (8) Performance Bank Guarantee: Successful bidder shall be required to submit Performance Bank Guarantee of the 10% of the Contract Value within 15 days from the date of issue of Letter of Award. Performance Bank Guarantee shall remain valid for six months or till the satisfactory completion of works. This will be in addition to Security Deposit.
- (9) Liquidated damage:- For delay in completion of work, the liquidated damage @ 0.5% per week or part thereof subject to the maximum of 10% of the order value shall be deducted.
- (10) Working Hours: After 7:00 pm onwards up to 6:00 am during all working days and 24 hrs during holidays.
- (11) Details of Tender document submission can be downloaded from our website <http://www.recindia.gov.in> or <http://recindia.nic.in>
- (12) For Terms & Conditions, please refer to our Tender Documents displayed at the above website.
- (13) The Corporation reserves the right to accept or reject even the lowest and/or to reject any or all of the bidders or to split the order amongst more than one bidder or part thereof without assigning any reason whatsoever.

**DGM (Estates)**

**LETTER OF SUBMISSION**

**{To be submitted along with Envelope –I}**

To

M/s Rural Electrification Corporation Ltd.  
Core-4, Scope Complex,  
7 lodhi Road,  
New Delhi-110003

Sub: Submission of Bid for Interior Renovation Works at third floor, REC Office,  
Core-4, Scope Complex, 7-Lodhi Road, New Delhi

Sir,

I/We have read and examined the notice inviting Tender, bid document, BOQ, specifications applicable, Drawings & Design, and all other contents in the tender document for the above work.

I/We hereby tender as per NIT for the execution of the work specified for the REC within the time specified, BOQ and specification mentioned.

I/We agree to keep the tender open for **180** days from the due date of opening of the Envelope – I & II of the bid thereof and not to make any modifications in its terms and conditions.

Dated.....

Signature of Contractor

Address

(Please affix seal)

**PROFORMA OF APPLICATION FOR SHORTLISTING OF CONTRACTORS**

**Certificate**

(to be furnished by the Bidder)  
**{To be submitted along with Envelope –II}**

Last date for submission:\_\_\_\_\_

I/We have read and understood the instructions contained in advertisement appeared in.....dated.....and the application form as also the terms & conditions for the Interior decoration of office space by providing/fabrication and fixing of partitions of chambers/modular workstations, furniture and allied works displayed at REC website. I/We do hereby declare that the information furnished in the application and in the supplementary sheets from pages .....to.....are correct to the best of my/our knowledge and belief. Xerox copies of the documents enclosed have been attested.

Signature\_\_\_\_\_

Name\_\_\_\_\_

Designation\_\_\_\_\_

Address\_\_\_\_\_

Place:\_\_\_\_\_

Date:\_\_\_\_\_

Seal of Applicant:





**Rural electrification Corporation Ltd.**

(A Govt. of India Enterprise)

**TENDER DOCUMENT CONTAINING DETAILED TERMS &  
CONDITIONS**

**TENDER DOCUMENT**

**INTERIOR RENOVATION WORKS AT  
3<sup>RD</sup> FLOOR, REC Office, CORE-4, SCOPE COMPLEX, 7- LODHI ROAD, NEW DELHI**

**INSTRUCTIONS TO THE TENDERS, GENERAL CONDITIONS OF CONTRACT,  
SPECIAL TERMS AND CONDITIONS, SPECIFICATIONS**

**PART-I (TECHNO-COMMERCIAL PART)**

**RURAL ELECTRIFICATION CORPORATION LIMITED  
Core-4 "SCOPE" complex,  
7 - Lodhi Road,  
New Delhi-110 003**

## **INDEX**

<b>S. NO.</b>	<b>DESCRIPTION</b>
1.	LETTER INVITING TENDER
2.	SUBMISSION OF OFFER
3	INSTRUCTIONS TO TENDERERS
4.	GENERAL CONDITIONS OF CONTRACT
5.	SPECIAL CONDITIONS OF CONTRACT
6.	TECHNICAL SPECIFICATIONS (INTERIOR WORKS)
7.	LIST OF APPROVED MAKES

# Tender Document

**Sub : Interior Renovation works at 3<sup>rd</sup> Floor, REC Office, Core-4, Scope Complex, , 7-Lodhi Road, New Delhi**

Sealed Item Rate tenders are invited on behalf of **Rural Electrification Corporation Ltd.**, for the work as detailed below.

## 1.0 NAME OF WORK

**Interior Renovation works at 3<sup>rd</sup> Floor, REC Office, Core-4, Scope Complex, , 7-Lodhi Road, New Delhi**

## 2.0 EARNEST MONEY DEPOSIT

**Rs. 40,000/-** (Rupees forty thousand) This shall be in the form of Demand Draft in favour of **Rural Electrification Corporation Ltd.** payable at New Delhi. Any Tender not accompanied by Earnest Money will be rejected and such Tenderers will not be allowed to attend the opening of tenders.

3.0 TIME SCHEDULE: **90 days** reckoned from the seventh day of issue of Fax of intent, Letter of Acceptance or handing over of site whichever is earlier.

## 4.0 SUBMISSION OF OFFERS

4.1 Tender shall be submitted in a sealed cover super scribed **Tender for Interior Renovation works at 3<sup>rd</sup> Floor, REC Office, Core-4, Scope Complex, , 7-Lodhi Road, New Delhi and due date is 9<sup>th</sup> April, 2010 upto 3.00 PM.** This shall contain separately sealed envelopes super scribed as below:

Part-I	EMD of Rs. 40,000/-(Rupees forty thousand only)
Part-II	TECHNO-COMMERCIAL PART
Part-II	PRICE PART

Tender and date of submission should be subscribed with the note  
“QUOTATION DO NOT OPEN”

- 4.2 (i) Part-I of offer shall contain:  
-Earnest Money Deposit in a sealed envelope as specified.
- (ii) Part-II of the offer shall contain

Tender Document signed and stamped on each page. No cutting or overwriting should be done. Proforma, price schedule etc. forming part of this shall not be filled in.

Covering letter, technical submissions and other details required forming part of the offer, filled separately.

4.3 Part-III of offer shall contain only the price schedule issued herewith, with all rates and amounts filled in and no conditions. No corrections are permitted. Any corrections in quoted prices must be stamped and signed. Any conditions mentioned in Part-III shall not be taken into account.

4.4 The Rural Electrification Corporation Ltd. takes no responsibilities for delay, loss or non receipt of tenders sent by post. Fax/Email' Telegraphic offers shall not be accepted.

5.0 **LAST DATE & TIME FOR RECEIPT OF TENDERS** : The tenders shall be received upto 3.00 P.M. on 09.04.2010 at office of DGM(Estates) ,**Rural Electrification Corporation Ltd., Core-4 SCOPE complex, 7 -Lodhi Road, New Delhi.**

#### 6.0 OPENING OF TENDERS

Part-I & Part-II of Tenders shall be opened at 3.30 P.M. on 09.04.2010 in the presence of attending Tenderers/ Authorized representatives at **Rural Electrification Corporation Ltd., Core-4 SCOPE complex, 7 Lodhi Road,New Delhi** Part-II (Price part) of the tenders of Techno Commercially qualified Tenderers shall be opened at a later date with due information to them.

#### 7.0 PLACE OF SUBMISSION

Office of DGM(Estates), **Rural Electrification Corporation Ltd., Core-4, SCOPE complex, 7- Lodi Road,New Delhi.**

8.0 The REC reserves the right to accept or reject any or all tenders in part or in total without assigning any reason.

**SUBMISSION OF OFFER**

From:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

To

Rural Electrification Corporation Ltd.,  
Core – 4, Scope Complex,  
7-Lodhi Road, New Delhi - 110003

Dear Sir,

We hereby submit our offer in full compliance with the terms and conditions of the attached Document.

Earnest money deposit in the form of demand draft/Banker's cheque for an amount of **Rs.40,000/-** (Rupees forty thousand only) valid up to six months is enclosed.

Our offer shall remain valid for acceptance for a period of 180 days from the date of opening of Part-I & Part-II of the tender

Very truly yours,

(Seal and Signature of the tenderer)

Full Name \_\_\_\_\_

Title & Capacity \_\_\_\_\_

Mobile/Phone No. \_\_\_\_\_

CERTIFICATE AS TO CORPORATE PRINCIPAL \_\_\_\_\_ certify that I am \_\_\_\_\_ Secretary of the Corporation organized under the laws of \_\_\_\_\_ and that \_\_\_\_\_ who signed the above tender is authorized to and the corporation by authority of its governing body.

**(SEAL AND SIGNATURE OF THE CONTRACTOR)**

## **INSTRUCTIONS TO TENDERER**

### **1.0 SITE INFORMATION**

The work involves interior of the REC office in accordance with scope of work defined elsewhere in the tender documents.

### **2.0 INFORMATION/DOCUMENTS REQUIRED WITH TENDERS**

2.1 All details as mentioned in Clause 3.0 below including original tender document and addendum (if any), shall be submitted.

2.2 The Tenderers should note that all the documents/information as per above and other section of the tender documents must be enclosed with the offers and that the tenders as received shall be evaluated based on the document/information enclosed with the offers. It shall not be obligatory on the part of REC Ltd.,(Owner) to further correspond with the Tenderers on the above aspect. No communication/ representation shall be entertained from the Tenderers in the above respect

### **3.0 SUBMISSION OF TENDER:**

3.1 Tender duly filled in by the Tenderer should be submitted along with Earnest Money as stipulated in the Notice Inviting Tender. Earnest Money shall be accepted only in the form given in clause 2.4 of G.C.C. Tenders without Earnest Money Deposit will be rejected.

3.2 Tender shall be submitted in the following manner, in separately sealed envelopes duly superscripted as below:

### **PART-I & II - UNPRICED PART**

PART-I:- EMD shall be submitted in a separately sealed envelope clearly mentioning **‘EARNEST MONEY DEPOSIT’**.

PART-II: - This part shall contain Tender Documents duly filled in as required, but without price i.e. Schedule of Rates should not be filled in along with this part, all covering letters, technical details, etc. shall be submitted.

Other details as required to be submitted along with Part-II (i.e. Techno Commercial Part) of tender as given below:

- a) Details of similar work executed in last seven (3) years as per given format of this document with names and postal address of Clients along with copies of Letters of Intent, work orders and other documents in evidence of award of work to the Tenderer.
- b) Intentionally left blank

- c) Site Organization chart with bio data of key personnel & Engineer-in-Charge. Details of progressive built-up envisaged & skilled personnel at site as per given format in the Tender document.
- d) Details of concurrent commitments giving contract values, details of work, date of commencement of work, percentages completed - as on date and schedule date of completion as per given format in the Tender document.
- e) Information about 'tenderer' as per given format in the Tender document.
- f) Power of Attorney in the name of person(s) who has/have signed the tender Documents. Solvency Certificate from Bankers.
- g) Audited Balance Sheet and Profit and Loss Account statements duly certified by a Chartered Accountant in practice for the last (3) three years.
- h) Partnership deed in case of partnership firm or Memorandum and Article of Association in case of limited Company.
- i) Latest Income Tax Clearance Certificate in the Proforma prescribed by the Government of India should accompany the Tender. The ITC Certificate should be in the name of the firm/individual quoting for the Tender. In the absence of the above ITC Certificate, Tenderer may not be awarded work tendered for, in the light of Central Government Directive/Instructions.
- j) Exceptions & Deviations: - Tenderers are required to submit their offer strictly as per terms and conditions of the tender document. Any exception/Deviation to the stipulations of bidding document is not acceptable and make liable your offer as non-responsive and thus rejected. However incase it becomes unavoidable and bidder seeks certain clarifications for their understanding, they may submit such stipulations as per page **64**. Tenderers shall note that exception/ deviation mentioned in this page **64** of the tender document shall only be taken into consideration for owner's review. Any other exception/ deviation mentioned anywhere in write up, price basis, etc. shall not be considered.
- k) Schedule of labour rates for such categories of labour as are likely to be employed for carrying out works as per Proforma enclosed in price part.
- l) Programme of works in the shape of Bar chart covering major activities to meet the time schedule for completion of works.

### **PART-III - PRICED PART:**

This part shall contain only Schedule of Rates duly filled in. It is to be noted that the sealed envelope containing this part shall contain only prices and no conditions whatsoever. Any conditions given in this part shall not be considered and if insisted upon by the Tenderer, shall render the Tender liable for rejection.

## **IMPORTANT NOTES:**

- i) Tenders not containing above information strictly in the required manner may be liable for rejection.
- ii) Only total of prices shall be read out during the Tender opening and no other conditions including Technical details whatsoever.

## **4.0 RATES TO BE IN FIGURES AND WORDS**

The Tenderer should quote in English both in figures as well as in words, the rates and amounts bid by him in the schedule of rates of tender document submitted by the Contractor.

If some discrepancies are found between the rates in figures and words of the amount shown in the Tender Document the following procedure shall be followed:

- a) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the Tenderer shall be taken as correct.
- b) When the rate quoted by the Tenderer in figures and words tally but the amount is incorrect the rate quoted by the Tenderer shall be taken as correct.
- c) When it is not possible to ascertain the correct rate by either of above methods, the rate quoted in words shall be taken as correct.

## **5.0 VALIDITY OF OFFER:**

5.1 Tender submitted by Tenderers shall remain valid for acceptance for a minimum period of 180 days from the date of opening of the Tenders. The Tenderers shall not be entitled during the said period of 180 days, without the consent in writing of the REC Ltd. (Owner), to revoke or cancel their Tender or to vary the Tender given or any term thereof In case of Tenderers revoking or canceling their Tenders or varying any terms in regard thereof without the consent of Owner in writing. Owner shall Forfeit Earnest Money paid by them alongwith their offers.

## **6.0 STIPULATIONS AND DEVIATIONS TO TENDER CLAUSES:**

6.1 No Deviations whatsoever shall be acceptable in the following provisions contained in General Conditions of Contract/Special Conditions of Contract and the tenders of the Tenderers taking exceptions/deviations to these provisions shall be rejected.

- a) Security Deposit
- b) Penalty/compensation for Delay
- c) Defect Liability Period and latent Defects
- d) Schedule of Rates

- e) Termination
- f) Time Schedule
- h) Performance Bank Guarantee

7.0 Owner reserves the right to split up the above work between one or more Contractor or award the entire work to one Contractor. Quoted rates should hold good for all such eventualities. No revision in the quoted rates will be entertained at a later date on this account

## **8.0 INCOME TAX CLEARANCE/SALES TAX REGISTRATION**

Attested copy of Income Tax Clearance Certificate in the Proforma prescribed should accompany the tender. The registration should be in the name of the firm/individual quoting for the work.

## **9.0 NO DEVIATIONS TO TENDER REQUIREMENTS**

9.1 The Tenderers are required to submit offers strictly as per the terms and conditions/specifications given in the tender document and not to stipulate any deviation. Owner reserves their right to reject tenders as may contain deviations.

## **10.0 CONTRACT AGREEMENT**

10.1 Contract document for agreement shall be prepared after award of works to the successful bidder. Until the final contract documents are prepared and executed this tender document together with the annexed documents, modifications, deletions agreed upon by the Owner and Bidders acceptance there of shall constitute a binding contract between the successful Bidder and the Owner based on terms contained in the aforesaid document and the finally submitted and accepted prices.

10.2 The contract document shall consist of the following:

- a) Original tender documents issued with its enclosures,
- b) Addendum/ Corrigendum to tender documents issued, if any.
- c) Letter of Award
- d) The detailed letter of Acceptance by the contractor along with Statement of Agreed Variation (if any) and Enclosures attached therewith.
- e) Contract Agreement on stamp paper of appropriate value in prescribed format

10.3 The statement of agreed deviations shall be prepared based on the finally retained deviations, if any, by the Tenderer, and all correspondences between Owner/ architects and the Tenderer prior to issue of acceptance shall be treated as Null Void. Any deviations or stipulations made and accepted by the Owner after award of the jobs shall be treated as amendments to the

contract documents above.

## SUB: CHECKLIST

Tenderers shall submit this checklist along with form of tender duly filled up with Tenderers confirmation and also specifying nos. of their offer.

S. No	Subject	Details to be furnished	Confirmation/ Page Nos. of the Offer
1	Letter of Submission	Tenderer to confirm that their offer has been submitted with their covering letter exactly as per letter of submission enclosed.	Yes No
2.	Tender Security EMD	Tenderer to confirm that EMD has been submitted by them as per following details 1. By Demand Draft/Banker's cheque No Dt.----- Drawn on ----- Bank-----Branch ----- For Rs.-----	Yes ( No ( )
3.	Validity	Confirm that your offer is valid for 180 days from date of opening of un-priced art.	
4.	<b>Proforma enclosed with the tender document</b> Format – I Format-II Format-III Format-IV Format-V Format-VI  Format VII	<b>Confirmed that the following Proforma has been submitted.</b> Information about Tenderers Pre-qualifications Details of Similar works done during last three years. Concurrent Commitments. Work Forces. List of enclosures:- 1. Power of Attorney of the Signatory to the Tender. 2. Income Tax/VAT clearance certificate in the performa prescribed by the GOI. 3. Documents showing turn over for the last three years. 4. Solvency Certificate. 5. Completion certificate in respect of the project completed for pre-qualification. 6. Copy of PAN/VAT Exceptions & Deviations, if applicable.	
5.	Addendum corrigendum and other letter fax sent by owner	This shall be submitted along with original offer duly signed and stamped on each page as token of acceptance.	
6.	Original tender document	Tender document duly signed & stamp on each page shall be submitted in un-priced part.	
7.	Un-priced part	All above details shall be submitted in un-priced Part i.e. Envelope-II Tender Document and addendum	

## 8. Price part

Price shall be submitted in a separate sealed envelope super scribing "Price do not open". Price shall be submitted exactly as per price format included in the Tender document.

Any deviation terms & conditions shall not be mentioned in the price part.

Correction fluid shall not be used in the price part.

In case of any correction, the same shall be signed and stamped by authorized signatory.

Each page of the price part shall also be duly signed and stamped.

Price shall be submitted in a separately sealed Envelope-III.

## **GENERAL CONDITIONS OF CONTRACT**

### **INDEX**

#### **S.NO. DESCRIPTION**

1. GENERAL INFORMATION
2. GENERAL INSTRUCTIONS TO TENDERERS
3. GENERAL OBLIGATIONS
4. PERFORMANCE OF WORK
5. CERTIFICATES AND PAYMENTS
6. TAXES AND INSURANCE
7. LABOUR LAWS AND SAFETY REGULATIONS
8. ARBITRATION
9. SAFETY CODE - GENERAL
10. PROFORMA OF AGREEMENT
- 11.
- 12.
- 13
- 12 INFORMATION ABOUT TENDERERS
- 13 DETAILS OF SIMILAR WORKS DONE
- 14 CONCURRENT COMMITMENTS
- 15 EQUIPMENT PROPOSED TO BE USED
- 16 PROPOSED SITE ORGANIZATION
- 17 LIST OF ENCLOSURES
- 18 EXCEPTIONS AND DEVIATIONS

## 1.0 GENERAL INFORMATION

### 1.1 DEFINITION OF TERMS

In the contract document as herein defined where the context so admits, the following words and expressions will have the following meanings:

The 'Owner' shall mean **Rural Electrification Corporation Ltd.**

The "Chairman & Managing Director" shall mean the Chairman & Managing Director or his successor in The **Rural Electrification Corporation Ltd.**

The "Contractor" shall mean the person or the persons, Firm or company whose tender has been accepted by **Rural Electrification Corporation Ltd** and includes the Contractor's legal representatives, his/their successors and permitted assign and shall carry out work as per advise of Architect/Engineer-in-charge of REC Ltd.

The "Owner's Representative" means the person designated by **Rural Electrification Corporation Ltd** and shall include his authorized nominee or agent; provided, however, that the Owner's representative may be one person for certain aspects of his agreement and another person for other aspects of work covered by this contract.

'Architect' shall mean the architectural firm appointed by the owner. Who shall co-ordinate and supervise the work of contractor on behalf of owner and shall take decision on any matter whatsoever with the concurrence of the Engineer in charge. The decision of the Engineer-in-Charge shall be final and binding to all.

"Engineer in charge" means Executive Director (Estates), REC or its representative or any other person authorized by the Owner.

The 'Work" shall mean the work to be executed in accordance with the contract or part thereof as the case may be and shall include all extra, additional, altered or substituted works as required for performance of the contract.

The "Completion Certificate" shall mean the certificate to be issued by the Engineer-in-Charge when the works have been completed to his satisfaction.

The 'Final Certificate" in relation to a work means the certificate regarding the satisfactory compliance of the various provisions of contract by the Engineer-in-charge after the period of liability is over.

"Permanent Work" means and includes works which will be incorporated in and form a part of the work to be handed over to Owner by the Contractor on completion of the contract.

"Construction Equipment" means all appliances and equipment of whatsoever nature for use in or about the execution, completion, operation and maintenance of the work unless intended to form part of the permanent work.

“Site” means the areas inside the premises of the Owner on which the permanent works are to be executed or carried out and any other places provided by Owner for the purpose of the Contract.

The “Contract Document” means collectively the tender documents, design, drawings, specifications, agreed variations, if any contract and other documents constituting the tender and acceptance thereof.

The “Contract” shall mean the agreement between Owner and the Contractor for the execution of the works however, including therein all contract documents.

The “Specification” shall mean various technical specifications attached and referred to in the tender documents. It shall also include relevant Indian Standard Institution Specifications and standards and specifications of any other country wherever applicable.

the “Drawing” shall include maps, plans and tracings or prints thereof with any modifications approved in writing by the Engineer-in-Charge and such other drawings as may, from time to time be furnished or approved in writing by the Engineer-in-Charge.

The “Tender” means the tender submitted by Contractor for acceptance by Owner.

The “Alteration Order” means an order given in writing by the Engineer-in-Charge to effect additions to or deletions from and alterations in the works.

The “Sub-Contractor” means any person or firm or company (other than the Contractor) to whom any part of the work has been entrusted by the Contractor with the written consent of the Engineer-in-Charge and the legal personal representatives, successors and permitted assigns of such person, firm or company.

The “Total Contract Value” shall, up to calculation of the entire remuneration due to the Contractor in terms of the contract on successful completion of the work, mean the total contract value as specified in the Acceptance of Tender, and after calculation of the entire remuneration due to Contractor under the contract on successful completion of the works, shall mean the totality of such remuneration or the total contract value as specified in the Acceptance of tender, whichever is greater.

“Running Account Bill” shall mean a Bill for the payment of ‘on account’ moneys to the Contractor in terms of Clause 5.4.0 hereof and associated clauses there under.

“Security Deposit” shall mean the Security Deposit as specified in Clause 3.4.0 hereof and associated clauses there under.

“Schedule of Rates” shall mean the Schedule of Rates annexed to the Acceptance of Tender and shall include any remuneration payable to the Contractor for any work, determined in accordance with the conditions herein notified in letter of acceptance.

“Notified Claim” shall mean a claim of the Contractor notified in acceptance.

“Agreed Variation” shall mean the Statement of Agreed Variation annexed to the Acceptance of Tender or a further Amendment annexed to the Contract forming part thereof.

“Defect Liability Period” shall mean the defect liability period as specified in the Contract.

## 1.2 Land for Contractor Field Office, godown and Workshop

It will not be possible for the owner to provide any land/storage for Godown/Workshop/Field office of the contractor. Contractor will have to make his own arrangement at his own cost for the same.

## 1.3 SCOPE OF WORK

The Scope of work is defined in the Special Conditions of Contract and Specifications.

The Contractor shall provide all necessary materials, equipment and labour etc. for the execution and maintenance of work till completion. All materials that go with the work shall be approved by Engineer-in-Charge prior to procurement and use. The engineer-in-charge can also ask the contractor to get certification of material to be got done from manufacturer at any stage.

## 2.0.0 GENERAL INSTRUCTIONS TO TENDERS

### 2.1.0 SUBMISSION OF TENDER

2.1.1 Tenders must be submitted in original and as per details given in other clauses given hereunder. The rates shall be filled in the Schedule given in the tender documents. Reservations if any, regarding the tender conditions should be clearly brought out in a separate letter accompanying the tender.

2.1.2 Addenda to this tender document, if issued, must be signed and submitted along with the tender document.

The tenderers should write clearly the revised quantities in “Schedule of Rates” of Tender document and should price the work based on the revised quantities when amendment for quantities are issued in addenda.

### 2.2.0 DOCUMENTS

2.2.1 The tenders, as submitted, will consist of the following: -

- a) Complete set of tender documents as issued duly filled in and signed by the Tenderer as prescribed in different clauses of the Tenderer document.
- b) Earnest Money in the manner specified.
- c) Power of Attorney or a true copy thereof duly attested by a Gazetted Officer in case an unauthorized representative who has signed the tender.
- d) Income Tax Clearance Certificate and Sales Tax Clearance Certificate/VAT Certificates copies duly attested by Government Gazetted Officer.

- e) Information regarding Tenderer in the Proforma enclosed.

Declaration regarding the Tender's work of comparable nature and construction organization in the Proforma enclosed and the description of the works therein.

- g) Any printing or typographical error / omission in tender document shall be referred to Engineer-in-Charge and his interpretations regarding correction shall be final and binding on Contractor.

### **2.2.2 All pages to be initialed**

All signatures in tender documents shall be dated as well. All pages of tender documents shall be initialed at the lower right hand corner or signed wherever required in the tender papers by the tenderer or by a person holding power of attorney authorizing him to sign on behalf of the tender or before submission of tender.

### **2.2.3 Rates to be in figures and words**

The Tenderer should quote in English both in figures as well as in words the rates and amounts tendered by him in the Schedule of Rates for each Item and in such a way that interpolation is not possible. The amount for each item should be worked out and entered and requisite totals given of all items both in figures and in words. The tendered amount for the work shall be entered in the tender and duly signed by the Tenderer.

### **2.2.4 Corrections and Erasures**

All corrections and alterations in the entries of tender papers will be signed in full by the Tenderer with date. No erasures or overwriting are permissible.

### **2.2.5 Signing of Tender**

The tender shall contain the name, residence and place of business of person or persons making the tender and shall be signed by the tenderer with his usual signature. Partnership firms furnish the full names of all partners in the tender. It should be signed in the partnership name by all the partners or by duly authorized representative followed by name and designation of the person signing. Tender by corporation shall be signed by an authorized representative and a Power of Attorney in that behalf shall accompany the tender. A copy of constitution of the firm with names of all partners shall be furnished.

When a Tenderer signs a tender in a language other than English, the total amount tendered should, in addition, be written in the same language. The signature should be attested by at least one witness.

### **2.2.6 Witness**

Witnesses and sureties shall be persons of status and property and their names, occupation and address shall be stated below their signature.

## **2.2.7 DETAILS OF EXPERIENCE**

The Tenderer should enclose documentary proof to show that he has previous experience in having successfully completed in the recent past works of this nature together with the names of Owners, location of sites and values of contract.

## **2.3.0 TRANSFER OF TENDER DOCUMENTS**

Transfer of tender documents purchased by one intending Tenderer to another is not permitted.

## **2.4.0 EARNEST MONEY**

2.4.1 The tenderer must pay the amount of Earnest Money as mentioned in the Notice/letter inviting tenders in the form of:

Crossed Bank Demand Draft/Banker's cheque in favour of "Rural Electrification Corporation Ltd." payable at New Delhi. No interest shall be allowed on the Earnest Money deposited by the Tenderer.

The tenderer should attach the EMD along with the tender, failing which the tender will not be considered.

2.4.2 The Earnest Money of the unsuccessful Tenderer(s) will be refunded after award of the contract without any interest and the EMD of successful Tenderer shall be retained towards the security deposit for the fulfillment of the contract but shall be forfeited if the Tenderer fails to execute the work satisfactorily.

## **2.5.0 VALIDITY**

Tenders submitted by Tenderers shall remain valid for acceptance for a period of 180 days from the date of opening of the tender. The Tenderers shall not be entitled during the said period of 180 days, without the consent in writing of Owner to revoke or cancel his tender or to vary the tender given or any terms thereof,

## **2.6.0 ADDENDA**

2.6.1 Addenda to the tender document may be issued prior to the date of opening of the tenders to clarify documents or to reflect modifications in the design of contract terms.

2.6.2 Each addendum issued by **Rural Electrification Corporation Ltd** will be distributed in duplicate, to each person or organization to which a set of tender documents has been issued. Each recipient will retain one copy of each addendum for submission along with his tender and return one signed copy to **Rural Electrification Corporation Ltd** as acknowledgment of receipt of the addendum. All addenda issued by **Rural Electrification Corporation Ltd** shall become part of Tender Documents.

## **2.7.0 RIGHT OF OWNER TO ACCEPT OR REJECT TENDER**

The right of acceptance of tender will rest with Owner. However, Owner does not bind itself to accept the lowest tender, and reserves to itself the authority to reject any or all the tenders received without assigning any reason whatsoever. The whole work may be split up between two or more Contractor or accepted in part and not entirely, if considered expedient.

Tenders in which any of the particulars and prescribed information are missing or are incomplete in any respect and/or the prescribed conditions are not fulfilled are liable to be rejected. Canvassing in connection with tenders is strictly prohibited and tenders submitted by the tenderers who resort to canvassing will be liable to rejection. Tender containing uncalled for remarks or any additional conditions are liable to be rejected.

## **2.8.0 SECURITY DEPOSIT**

A sum of 5% from each payment shall be deducted from the Contractor's bill as security amount which shall be released after completion of the defect liability period valid for 12 months from the date of completion of the works against any manufacturing defect/poor workmanship, poor performance,, and in case any deficiencies are found during this period, the same shall be repaired/rectified/replaced free of cost by the Contractors. EMD submitted earlier shall be adjusted against security deposit.

## **2.9.0 TIME SCHEDULE**

The time allowed for carrying out the job is as shown in Appendix-I. This shall be signed and submitted along with the tender.

## **2.10 COLLECTION OF DATA-TENDERER'S RESPONSIBILITY**

The Tenderer shall visit the site and acquaint him self fully of the site and no claims whatsoever will be entertained on the plea of ignorance of difficulties involved in execution of work or carriage of materials.

## **2.11.0 RETIRED GOVERNMENT OR OWNER'S OFFICERS**

No Engineer of Gazetted rank or other Gazetted officer, employed in Engineering or administrative duties in an Engineering Department of the State/Central Government or of Owner is allowed to work as a Contractor for a period of two years after his retirement from Government Service, or from the Employment of Owner without the previous permission of Owner. The contract if awarded is liable to be cancelled if either the Contractor or any of this employees is found at any time to be such a person, who had not obtained the permission of the State/Central Government or of Owner as aforesaid, before submission of tender, or engagement in the Contractor's service as the case may be.

## **2.12.0 SIGNING OF THE CONTRACT**

The successful Tenderer shall be required to execute an agreement in the Proforma attached with this tender document within 15 days from the date of receipt of the notice of acceptance of tender or letter of Intent. In the event of failure on the part of the successful Tenderer to sign the agreement within the above stipulated period, the earnest money or his initial security deposit may be forfeited and the acceptance of the tender may be considered as cancelled.

### **3.0.0 GENERAL OBLIGATIONS**

#### **3.1.0 INTERPRETATION OF CONTRACT DOCUMENTS**

3.1.1 The several documents forming the contract are to be taken as mutually explanatory of one another. Should there be any discrepancy, inconsistency, error or omission in the contract documents or any of them, the matter shall be referred to the Engineer-in-Charge for his decision which shall be final and conclusive and the Contractors shall carry out the work in accordance with such decisions.

3.1.2 Works shown upon the drawings but not mentioning in the specifications or described in the specifications without being shown on drawing shall nevertheless be held to be included in the same manner as if they had been specifically shown upon the drawings and described in the specifications.

#### **3.1.3 Heading and Marginal Notes**

All headings of and marginal notes to the clauses of these general Conditions of Contract or of and to the specifications or any other tender document are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof or of the contract.

#### **3.1.4 Singular and plural**

In these contract documents unless otherwise stated specifically, the singular shall include plural and vice versa wherever the context so requires.

#### **3.2.0 SPECIAL CONDITIONS OF CONTRACT**

3.2.1 Special Conditions of Contract shall be read in conjunction with the General Conditions of contract, Specifications of work, drawings and any other documents forming part of this contract wherever the context so requires.

3.2.2 Notwithstanding the sub-division of the documents into these separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the contract so far as it may be practicable to do so.

3.2.3 Where any portion of the General Conditions of Contract is repugnant to or at variances with any provisions of the Special conditions of Contract, then unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General conditions of Contract and shall, to the extent of such repugnancy of variations prevail.

#### **3.3.0 CONTRACTOR TO OBTAIN HIS OWN INFORMATION**

The Contractor in fixing his rate shall for all purpose whatsoever is deemed to have himself independently obtained all necessary information for the purpose of preparing his tender. The correctness of the details, given in the tender document to help the Contractor to make up the tender, is not guaranteed.

The Contractor shall be deemed to have examined the contract documents, to have generally obtained his own information in all matters whatsoever that might effect carrying out the works at the scheduled rates and to have satisfied himself to the sufficiency of this tender.

Any error in description or quantity or any other aspect in schedules rates or omissions there from shall not vitiate the contract or release the Contractor from executing the work comprised in the contract according to drawings and specifications at the scheduled rates He is deemed to know the scope, nature and magnitude of the work and the requirements, of materials and labour and the type of work involved etc.; and as to what all he has to do to complete the works in accordance with the contract documents whatever be the defects, omission or errors that may be found in the contract Documents. The Contractor shall be deemed to have visited the surroundings and to have satisfied himself as to the nature of all existing structures, if any, and also as to the nature and condition of the Railways, roads bridges and culverts, means of transport and communications whether by land, water or air, and as to possible interruptions, there to and the access and agrees from the site to have made inquiries, examined and satisfied himself as to the sites for obtaining sand, stones, bricks and other materials, the sites for disposal of surplus materials the available accommodation as to whatever required as depots and such other buildings as may be necessary for executing and completing the works, to have made local independent inquiries as to the subsoil, sub-soil water and variations thereof, storms, prevailing winds, climatic conditions and all, other similar matters affecting these works.

He is deemed to have acquainted himself as to his liability for payment of Government taxes, customs duty and other charges

Any neglect or failure on the part of the Contractor in obtaining necessary and reliable information upon the foregoing or any other matters affecting the contract shall not relieve him from any risks or liabilities or the entire responsibility from completion of the work at the schedule rates and time in strict accordance with the contract documents.

No verbal agreement or inferences from conversation with any officer or employee of Owner either before or after the execution of the Contract agreement shall in any way affect or modify any of the terms of obligations herein contained.

### **3.4.0 Intentionally left blank.**

### **3.5.0 COMPLETION TIME**

35.1 The work covered by this contract shall be commenced within seven days after the issue of the letter of award and be completed in stages on or before the dates as mentioned in the time schedule of completion of works. The Contractor should bear in mind that time is the essence of this agreement; unless such time is extended pursuant to the provisions of clause No. 3.6 requests for revision of Construction time after tenders are opened will not receive consideration.

### **3.5.2 TIME SCHEDULE OF CONSTRUCTION**

The general time schedule for the completion of the construction work is given in the tender document, Contractor should prepare a detailed construction program on week basis to the satisfaction of the Engineer-in-Charge within seven days of the issue of Letter of Intent or Acceptance of tender, which shall be strictly adhered to- The Engineer-in-Charge may at his discretion modify this program after review from time to time.

### **3.6.0 FORCE MAJEURE**

In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts.

The term "Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire directly affecting the performance of the Contract, Flood and Acts and Regulations of respective government of the two parties, namely REC and the Contractor.

Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to other party within 72 hours of the ending of the cause respectively. If deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, REC shall have the option of canceling this contract in whole or part at his discretion without any liability at his part.

Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

### **3.7.0 EXTENSION OF TIME**

Ordinarily no time extension shall be granted. However, request for an extension of the time if any for completion of the work by the Contractor on the grounds of his having been unavoidably hindered in its execution or any other grounds shall be in writing to the Engineer-in-Charge within ten days of the date of the hindrance on account of which he desires such extension as aforesaid and the Engineer-in-Charge shall, if in his opinion (which shall be Final) reasonable grounds have been shown therefore authorize such extension of time as may in his opinion be necessary or proper.

### **3.8.0 LIQUIDATED DAMAGE**

3.8.1 The time allowed for carrying out the work as entered in the Contract, shall be strictly observed by the Contractor. The work shall through out the stipulated period of **contract** be proceeded with all the diligence (time being deemed to be the essence of the contract). For delay in completion of work, the liquidated damage @ 0.5% of order value per week or part thereof subject to the maximum of 10% of the order value shall be deducted.

3.8.2 To ensure good progress during the execution of the work the Contractor shall be bound, in all cases in which the time allowed for any work exceeds one month, to complete one fifth of the work before one-fourth of the time allowed under contract has elapsed, three-eighth of the work before one half of such time has elapsed and three fourth of the work before three-fourth of such time has elapsed. In the event of the Contractor failing to comply with this condition, he shall be liable to pay as liquidated damage an amount as stipulated above. The liquidated damage so paid shall not relieve the Contractor from his obligations to complete the work or from any other obligations and liabilities under the contract.

### **3.8.3 SUM PAYABLE BY WAY OF LIQUIDATED DAMAGE COMPENSATION TO BE CONSIDERED AS REASONABLE COMPENSATION WITHOUT REFERENCE TO ACTUAL LOSS**

All sums payable by way of liquidated damage under any of these conditions shall be considered as reasonable compensation without reference to the actual loss or damage sustained by Owner and whether or not damage shall have been sustained.

### **3.9.0 RIGHTS OF OWNER TO FORFEIT SECURITY DEPOSIT & PERFORMANCE BANK GUARANTEE.**

Whenever any claim against the Contractor for the payment of a sum of money arises out of or under the Contract. Owner shall be entitled to recover such sum by appropriating **in** part or whole, the security deposit and Performance Bank Guarantee of the Contractor. In the event of the security deposit and Performance Bank Guarantee being insufficient or if no security has been taken from the Contractor, then the balance or the total sum recoverable, as the case may be, shall be deducted from any sum then or which **at** any time there after may become due to the Contractor under this or any other contract with Owner and should this be not sufficient to cover the recoverable amount the Contractor shall pay to Owner on demand the balance remaining due.

### **3.10.0 ACTION WHEN WHOLE OF SECURITY DEPOSIT IS FORFEITED**

In any case in which under any clause of this contract the Contractor shall have forfeited the whole of his security deposit (whether paid in one sum or deducted by installments) and Performance Bank Guarantee or have committed a breach of any of the terms contained in this contract. Owner shall have power to adopt any of the following courses as they deem best suited to its interest.

- a) To rescind the contract (of which rescission notice in writing to the Contractor under the hand of the Engineer-in-Charge shall be conclusive evidence) in which case the security deposit and Performance Bank Guarantee of the Contractor shall stand forfeited and is absolutely at the disposal of Owner.
- b) To employ labour paid by Owner and to supply materials to carry out the work or any part of the work debiting Contractor with the cost of labour and the price of the materials of the amount of which cost and price, a certificate of the Engineer-in-Charge shall be final and conclusive against the Contractor, and crediting him with the value of the work done, in all respects. In the same manner and at the same rates as if it had been carried out by the Contractor under the terms of his contract. The certificate of the Engineer-in-Charge as to the value of the work done shall be final and conclusive against the Contractor.
- c) To measure up the work of the Contractor and to take such part thereof as shall be unexecuted out of his hands and to give it to another Contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original Contractor, the whole work had been executed by him (of the amount of which excess the certificate in writing of the Engineer-in-Charge shall be final and conclusive) shall be borne and paid by the original Contractor and may be deducted from any money due to him by Owner under the contract or otherwise from his security deposit or Performance Bank Guarantee or a sufficient part thereof.

In the event of any of the above courses being adopted by Owner, the Contractor shall have no claim to compensation for any loss sustained by him reason of his having purchased or procured any materials or entered into any agreements or made any advances on account of or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid the Contractor shall not be entitled to recover or be paid any sum for any work therefore actually performed under this contract unless and until the Engineer-in-charge will certify in writing the performance of such work, and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

### **3.11.0 CONTRACTOR REMAINS LIABLE TO PAY COMPENSATION IF ACTION NOT TAKEN UNDER CLAUSE 3.10.**

In any case in which any of the powers conferred upon Owner by clause 3.10 thereof shall have become exercisable and the same had not been exercised, the non- exercise thereof shall not constitute a waiver of any of the conditions hereof and such power shall notwithstanding be exercisable in the event of any future case of default by the Contractor for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit, and the liability of the Contractor for past and future compensation shall remain unaffected. In the event of Owner putting in force the power under sub-clause (a), (b) or (c) vested in it under the preceeding clause, Owner may, if he so desires, take possession of all or any tools; plant materials and stores in or upon the works or the site thereof or belonging to the Contractor or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account at the contract rates or in case of these not being applicable in current market rates to be certified by Engineer-in-Charge whose certificate thereof shall be final, otherwise the Engineer-in-Charge may give notice in writing to the Contractor or his clerk of the works, foremen or other authorized agent requiring him to remove such tools, plant materials or stores from the premises (within a time to be specified in such notice), and in the event of the Contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the Contractor's expenses or sell them by auction or private sale on account of the Contractor and at his risk in all respects without any further notices as to the date, time or place of sale and the certificate of the Engineer-in-Charge as to expense of any such removal and the amount of the proceeds & expenses of any such sale shall be final and conclusive against the Contractor.

### **3.12.0 OWNER NOT BOUND BY PERSONAL REPRESENTATION**

The Contractor shall not be entitled to any increase on the schedule of rates or any other right or claim whatsoever by reason of any representation, explanation or statement alleged representation, promise or guarantees given or alleged to have been given to him by any person.

### **3.13.0 CHANGE IN CONSTITUTION**

Where the Contractor is partnerships firm the previous approval, in writing, of Owner –shall be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual or a Hindu undivided family business concern, such approval as aforesaid shall, likewise be obtained before such Contractor enters into any agreement with other parties. Where under the reconstituted firm would have the right to carry out the work hereby undertaken by the Contractor. In either case if previous approval as aforesaid is not obtained the contract shall be deemed to have been allotted in contravention of clause 3.19 hereof and the same action may be taken and the same consequence shall ensue as provided in the said clause.

### **3.14.0 IF THE CONTRACTOR DIES**

Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, Owner shall have the option of terminating the contract without compensation to the Contractor.

### **3.15.0 MEMBERS OF OWNER AND THE OWNER NOT INDIVIDUALLY LIABLE**

No Director, or Officer, official or employee of Owner shall in any way be personally bound or liable for the acts or obligations of Owner under the contract or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein contained.

### **3.16.0**

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### **3.17.0 CONTRACTOR'S SUBORDINATE STAFF AND THEIR CONDUCT**

- a) **Contractor's field Engineer:** The Contractor after the award of the work should name the Engineer responsible for the work, to whom equipment and materials, if any will be issued and to whom all site instructions and notices can be issued. He should have necessary power of Attorney, which shall be deposited with the Engineer-in-Charge in original.
- b) **Contractor's fields staff strength:** The Contractor shall provide to the satisfaction of the Engineer-in-Charge sufficient and qualified staff to superintend the execution of the works competent sub-agents, Engineering assistants, foremen and leading hands including those specifically qualified by previous experience to supervise the types of works comprised in the contract in such a manner as will ensure work of the best quality, expeditious working and proper supervision shall be employed and whenever in the opinion of the Engineer-in-Charge this is not the case, additional and properly qualified supervisory staff shall be employed by the Contractor without additional charge on account thereof. The Contractor shall ensure to the satisfaction of Engineer-in-Charge that Sub-Contractors, if any, shall provide competent and efficient supervision over the work entrusted to them. Where so required, the Contractor shall furnish a field organization chart as well as full detail of field staff.
- c) **Conduct of Contractor's field Staff :** The Contractor shall be responsible for the proper behavior of all the staff; foremen, workmen and others and shall exercise a proper degree of control over them and in particular and without prejudice to the said generality, the Contractor shall be bound to prohibit and prevent any employees from trespassing or acting in any way detrimental or prejudicial to the interests of the community or of the proprietor or occupiers of land and properties in the neighbourhood and in the event of such employee so trespassing, the Contractor shall be responsible therefore and relieve Owner of all consequent claims or actions for damages or injury or any other grounds whatsoever. The decision of the Engineer-in-Charge upon any matter arising under this clause shall be final.
- d) If and whenever any of the Contractors or Sub-Contractors agents, sub agents, assistants, foremen, or other employee shall in the opinion of Engineer. in - Charge **be** guilty of an misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that In the opinion of the Engineer-in-Charge, it is undesirable for administrative or any other reason for such person or persons to be employed in the works, the Contractor, if so directed by the Engineer-in-Charge, shall at once remove such persons from employment thereon. Any person or persons so removed from the works shall not again be employed in connection with the works without the written permission of the Engineer-in-Charge Any person so removed from the works shall be immediately replaced at the expense of the Contractor by a qualified and competent substitute. Should the Contractor be requested to repatriate any person removed from the works, he shall do so and shall bear all costs in connection herewith.
- e) If and when required by Owner all Contractors' personnel entering upon the premises shall be properly identified by badges of a type acceptable to Owner which must be worn at all times on the premises of the company and all work sites.

### **3.18.0 SUBLETTING OF WORK**

- a) No part of the contract nor any share of interest therein shall in any manner or degree be transferred, assigned or sublet by the Contractor directly or indirectly to any person, firm or corporation whosoever except as provided for in the succeeding sub-clause, without the consent in writing of the Engineer-in-Charge.
- b) The Engineer-in-Charge may give written consent to sub-contract for the execution of any part of

the works at the site, being entered into by the contract or provided each individual sub contract is submitted to the Engineer-in-Charge before being entered into and is approved by him.

c) List of Sub-Contractors to be supplied: At the commencement of every month the Contractor shall supply to the Engineer-in-Charge list of all Sub-Contractors or other persons or firms engaged by the Contractor and working at the site during the previous month with particulars of the general nature of the sub-Contractors or works.

**d) Contractor's Liability not limited by Sub-Contractors:**

Notwithstanding any sub-letting with such approval aforesaid and notwithstanding that the Engineer-in-Charge shall have received copies of any subcontract, the Contractor shall be and shall remain solely responsible for the quality and proper and expeditious execution of the contract in all respects as if subletting or subcontracting had not taken place and as if such work had been done directly by the Contractor.

**e) Owner may Terminate Sub-Contractors:**

If any Sub-Contractor engaged upon the works at the site executes any work which in the opinion of the Engineer-in-Charge is not accordance with the contract documents the Engineer-in-Charge may give written notice to the Contractor requiring him to terminate such subcontract and the Contractor upon the receipt of such notice shall terminate such subcontract and dismiss the Sub-Contractors and the latter shall forthwith leave the works, failing which the Engineer-in-charge shall have the right to remove such Sub-Contractors from the site.

**f) No remedy for action taken under this clause :**

No action taken by the Engineer-in-Charge under the clause shall relieve the contractor of any of his liabilities under the contract or give rise to any rights to compensation extension of time or otherwise failing which the Engineer-in-Charge shall have the rights to remove such sub-Contractors from the site,

**3.19.0 POWER OF ENTRY**

If the Contractor shall not commence the works in the manner, previously described in the contract documents or if he shall at any time in the opinion of the Engineer-In-Charge

- a) Fail to carry on the works in conformity with the contract documents, or
- b) Fail to carry on the works in accordance with the nine schedule, or
- c) Substantially suspend work or the works for a period of fourteen days without authority from the Engineer-in-Charge, or
- d) Fail to carry on and execute the works to the satisfaction of the Engineer-in-Charge, or
- e) Fail to supply sufficient or suitable constructional plant, temporary works. labour, materials or things, or
- f) Commit or suffer, or permit any other breach of any of the provisions of the contract on his part to be performed or observed or persist in any of the above mentioned breaches of die contract for fourteen days, after notice in writing shall have been given to the Contractor by the Engineer-in-Charge requiring such breach to be remedied, or

- g) If the Contractor shall abandon the works, or
- h) If the Contractor during the continuance of the contract shall become bankrupt, make any arrangements or composition with his creditors, or permit any execution to be levied or go into liquidation whether compulsory or voluntary (not being merely a voluntary liquidation for the purpose of amalgamation or reconstruction).

Then in any such case, the Owner shall have the power to enter upon the works and take possession there of and of the materials, temporary works, constructional plant, and stock thereon, and to revoke the Contractor's license to use the same, and to complete the works by his agents, other Contractors, or workmen, or to relet the same upon any terms and to such other person, firm or corporation as the Engineer-in-Charge in his absolute discretion may think proper to employ, and for the purpose aforesaid to use or authorize the use of any materials temporary works, constructional plant, and stock as aforesaid, without making payment or allowance to the Contractor for the said materials other than such as may be certified in writing by the Engineer-in-Charge to be reasonable, and without making any payment or allowance to the Contractor for the use of the said temporary works, constructional plant and stock or being liable for any loss for damage there to, and if the Owner shall by reason of his taking possession of the works or of the works being completed by other Contractor (due account being taken of any such extra work or works which may be omitted) then the amount of such excess as certified by the Engineer-in-Charge shall be deducted from any money which may due for work done by the Contractor under the contract and not paid for any deficiency shall forthwith be made good and paid to Owner by the Contractor and Owner shall have power to sell in such manner and for such price as Owner may think fit and or any of the constructional plant, materials etc., construction by or belonging to and to recoup and retain the said deficiency or any part there of out of the proceed of the sale.

### **3.20.0 MAIN CONTRACTOR'S RESPONSIBILITY WITH THE ELECTRICAL, IT, FIRE FIGHTING AND OTHER AGENCIES**

Without repugnance to any other condition, it shall be the responsibility of the main Contractor executing the work of civil construction to work in close cooperation and coordinate the work with the electrical, IT, Fire Fighting, other agencies and inter-communication.

### **3.21.0 OTHER AGENCIES AT SITE**

The Contractor shall have to execute the work in such place and condition where other agencies will also be engaged for other works such as civil, electrical, IT and Fire Fighting etc. No claim shall be entertained due to work being executed in the above circumstances.

### **3.22.0 NOTICES**

Any notice hereunder may be served on the Contractor or his duly authorized representative at the job site or may be served by registered mail direct to the address furnished by the Contractor. Proof of issue by Owner of any such notices would be conclusive of the Contractor having been duly informed of all the contents therein.

### **3.23.0**

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### **3.24.0 DETERMINATION & TERMINATION OF CONTRACT**

#### **3.24.1 Right of Owner to Determine & Terminate Contract**

- I) Owner, shall at any time, be entitled to determine and terminate the contract, if in their opinion the cessation of the work becomes necessary owing to paucity of funds change in scheme or from any other cause, whatsoever, in which case the cost of approved materials at the site at current market rates as verified and approved by Engineer-in-charge and of the value of the work done to date by the Contractor shall be paid for in full at the rates specified in the contract. A notice in writing from the Engineer-in-Charge to the Contractor of such determination and termination and the reason therefore shall be the conclusive proof of the fact that the contract has been so determined and terminated by Owner.
- ii) Should the contract be determined under sub clause (I) of this clause and the Contractor claims payments to compensate expenditure incurred by him in the expectation of completing the whole of the work, the Engineer-in-Charge shall consider and admit such claims, as are deemed fair and reasonable and are supported by vouchers to his satisfaction. The decision of Owner on the necessity and propriety of any such expenditure shall be final and conclusive and be binding on the Contractor.

### **3.24.2 Mutual Rescission**

No mutual rescission of this contract or the mutual rescission of any obligation of either party hereto shall be binding upon the other party unless such mutual rescission is reduced to writing and signed by both parties hereto.

### **3.24.3 Bankruptcy**

If a petition of bankruptcy be filed by or against the Contractor, Owner may at its opinion and within sixty days of the filing of such petition cancel this contract and agreement provisions contained in Clause 3.24.1 above shall apply in such a case.

### **3.25.0**

**Intentionally left blank**

### **3.26.0 OPERATION OF CONTRACT**

#### **3.26.1 Law Governing**

Regardless of the place of contracting, place of performance or otherwise, this agreement ii amendments modifications, alterations, or supplements thereto shall be governed by the law Indian and particularly the Union territory interpretation thereof.

#### **3.26.2 Non-waiver of Defaults**

Any failure by Owner or Contractor at any time, or from time to time, to enforce or require the strict keeping and performance of any of the terms or conditions of this agreement or to exercise a right hereunder, shall not constitute a waiver of such terms, conditions, or rights and shall not affect or impair same or the right of Owner or Contractor, as the case may be, at any time to avail itself of same.

### **4.0.0 PERFORMANCE OF WORK**

### **41.0 EXECUTION OF WORKS**

- 4.1.1** All the works shall be executed in strict conformity with the provisions of the contract documents and with such explanatory detailed drawings, specifications and instructions as may be furnished from time to time to the Contractor by the Engineer-in-Charge whether mentioned in the contract or not. The Contractor shall be responsible for ensuring that works throughout are executed in the most substantial proper workman like manner with the quality of material and workmanship in strict accordance with the specifications and to the entire satisfactions of the Engineer-in-Charge-
- 4.1.2 Wherever it is mentioned in the specifications that the Contractor shall perform certain work or provide certain facilities/materials, it is understood that the Contractor shall do so at his cost.
- 4.1.3 The materials, design and workmanship shall satisfy the relevant Indian standards, the job specifications contained herein and codes referred to. Where the job specifications stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.

#### **4.2.0 COORDINATION AND INSPECTION OF WORK**

The coordination and inspection of the day-today work under the contract shall be the responsibility of the Engineer-in-Charge. The written instructions regarding any particular job will normally be passed by the Engineer-in-Charge or his authorized representative. A work order book will be maintained by the Contractor for each section in which the aforesaid written instructions will be entered. These will be signed by the Contractor or his authorized representative by way of acknowledgement within 12 hours. This shall be in addition to instructions or orders issued in writing by the Engineer-in-Charge.

#### **4.3.0 GENERAL CONDITIONS OF CONSTRUCTION AND ERECTION WORK**

- 4.3.1 Work will not be executed during office hours on working days. Working hours during working days shall be between 7pm to 7am next day and 24 hours during holidays. However, Contractor should be prepared to work two or three shifts per day, if so required by Engineer-in-Charge without any extra cost over the quoted rates. If at any time the Contractor wants to work more than one shift or on Sunday or beyond normal working hours, he shall get the approval of Engineer-in-Charge at least 24 hours before hand- Refusal by Engineer-in-charge at any time for such extension of work hours shall not constitute any claim for compensation or extension of time of completion.
- 4.3.2 intentionally left blank.
- 4.3.3 intentionally left blank
- 4.3.4** The contractor must arrange for the placement of workers in such a way that the delay completion of the work or any part thereof for any reason whatsoever will not affect their proper employment. Owner will not entertain any claim for idle time payment whatsoever.

#### **4.4.0 DRAWINGS**

##### **4.4.1 DRAWINGS TO BE SUPPLIED BY THE OWNER**

- 4.4.1.1 General drawings for the work are attached with tender. This is for general guidance of the Contractor to enable him to visualize the type of work contemplated. The Contractor will be deemed to have studied the drawings and formed an idea about the work involved. Detailed working drawings on the basis of which actual execution is to proceed, if required, will be furnished from time to time during the progress of work.

4.4.1.2 The Contractor shall be deemed to have gone through the drawings supplied to him thoroughly and carefully and in conjunction with all other connected drawings and bring to the notice of the Engineer-in-Charge discrepancies, if any, therein before actually carrying out the work. Copies of all detailed working drawings relating to the works shall be kept at site and shall be made available to the Engineer-in-Charge at any time during the contract. The drawings shall be returned to the Owner on completion of the works. Reference is also invited *to* CL3.25.4 & 3.25.5 above regarding drawings and other documents.

#### **4.4.2 PLANS, DESIGNS & DRAWING TO BE FURNISHED BY CONTRACTOR**

4.4.2.1 Where the Contractor shall, within the scope of work be required to prepare or furnish any Plans, Drawings or Designs in respect of the work or any particular work the Contractor shall within 15 (fifteen) days (or such other period as the Owner may prescribe in this behalf of receipt of notification of Acceptance of Tender or within 15 (fifteen) days before the proposed date of commencement of the relative work, whichever shall be earlier, submit to the Owner for approval the relative plan(s)/drawing(s)/design(s). Owner shall be entitled at any time to suggest any amendment(s)! modification(s) in the plans/designs/drawing and the Contractor shall thereupon either convince the Owner of the un-necessariness in whole or portion of such amendment/ modification or shall implement the same and shall cause the plans/drawings/designs to be accordingly amended/provided that no such approval of or amendments/modifications in the plans drawings/designs by or suggested by the Owner shall anyway absolve the Contractor of any of his obligations, responsibilities or liabilities under the contract, inclusive of and relative *to* the utility and suitability of the Contractor's plans/drawings/designs in the relative work(s) and the fulfillment of all specifications and performance guarantees of the consequent works any such approval or suggestion by Owner as aforesaid being intended only by way of assistance *to* the Contractor without any attendant liability upon the Owner.

4.4.2.2 The Contractor shall not permit any work to be done or any installation, material or equipment to be supplied or fabricated or erected at variance with drawings/designs approved by the owner and/or amended or modified as aforesaid.

#### **4.5.0 SETTING OUT WORKS**

4.5.1 The Contractor shall set out the work and shall provide an efficient staff for the purpose and shall be solely responsible for the accuracy of such setting. All markings and guidelines shall be done with paint where so required.

#### **4.6.0 RESPONSIBILITY FOR LEVEL AND ALIGNMENT**

The Contractor shall be entirely and exclusively responsible for the horizontal and vertical alignment and shall rectify effectual the errors or imperfections therein. Such rectification shall be carried out by the Contractor, at his own cost, when instructions are issued to that effect by the Engineer-in-Charge.

#### **4.7.0 MATERIALS TO BE SUPPLIED BY CONTRACTOR**

4.7.1 The Contractor shall procure and provide the whole of the materials required for the renovation work and transport thereof. Owner may give necessary recommendation to the respective authority if so desired by the contractor but assumes no further responsibility of any nature.

4.7.2 Owner will insist on the procurement of materials as mentioned in detailed drawings, which bear

ISI, stamp and/or which are supplied by reputed suppliers borne on DGS&D list. All materials procured should meet the specifications given in the tender document. The Engineer-in-charge may, at his discretion, ask for samples and test certificates for any batch of any materials procured. Before procuring the contractor should get the approval of Engineer-in-Charge for any material to be used for the works.

4.7.3 Manufacturers certificates shall be submitted for all materials supplied by the Contractor. If however, in the opinion of Engineer-in-Charge any test are required to be conducted on the material supplied by the Contractor, these will be arranged by the Contractor promptly at his own cost.

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**4.9.0** Intentionally left blank

#### **4.10.0 MATERIALS OBTAINED FROM DISMANTLING**

If the Contractor in the course of execution of the work is called upon to dismantle any part of work for reason other than those stipulated in clauses 4.19 and 4.23 hereunder, the materials obtained in the work of dismantling etc. will be considered as the property of Owner and will be disposed off to the best advantage of Owner as the Engineer-in-Charge deems fit.

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#### **4.12.0 DISCREPANCIES BETWEEN INSTRUCTIONS**

Should any discrepancy occur between the various instructions furnished to the Contractor, his agents or staff or any doubt arise as to the meaning of any such instructions or should there be any misunderstanding between the Contractor's staff and the Engineer-in-Charge's staff, the Contractor shall refer the matter immediately in writing to the Engineer-in-Charge whose decision thereon shall be final in and conclusive and no claim for losses alleged to have been caused by such discrepancies between instructions, doubts, or misunderstanding shall in any event be admissible.

#### **4.13.0 ALTERATIONS IN SPECIFICATIONS AND DESIGNS & EXTRA WORK**

The Engineer-in-Charge shall have power to make any alterations in omission from additions to or substitutions for the schedule of rates, the original specifications, Drawings, Designs and Instructions that may appear to him to be necessary or advisable during the progress of work and Contractor shall be bound to carry out such altered/extra/new items of work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall not invalidate contract and any altered, additional or substituted work which Contractor may be directed to do in the manner above specified as part of the work shall be carried out by Contractor on the same conditions in all respects on which he agreed to do the work. The time for completion or work may be extended for a part of the particular job at the discretion of the Engineer-in—Charge for only such alterations, additions or substitutions or work, as he may consider as just and reasonable. The rates for such additional altered or substituted work under this clause shall be worked out in accordance with the following provisions:

- i) If the rates for additional, altered or substituted class of work are specified in contract for work, Contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in contract.

- ii) If the rates for the additional, altered or substituted work are not specifically provided in contract for work, the rates will be derived from the rates for similar class of work as are specified in contract for work. The opinion of the Engineer-in-charge as to whether or not the rates can be reasonably so derived from the items in this contract will be final and binding on Contractor
- iii) If the rates for the altered, additional or substituted work cannot be determined in the manner specified in the sub clause (i) & (ii) above, then Contractor shall, within seven (7) days of the date of receipt of order to carry out work, inform the Engineer-in-charge of the rate which is his intention to charge for such class of work, supported by analysis of the rate of rates claimed and the Engineer-in-charge shall determine the rate or rates on the basis of the issue rate for materials issued by Owner,, prevailing market rates of other materials, labour cost at schedule of labour plus Ten percent (10%) thereon to cover Contractor's supervision, overheads and profit and pay the Contractor accordingly. As to the current market rates of materials and the quantum of labour involved per unit of measurement the decision of the Engineer-in-charge will be anal and binding on Contractor.

Provision contained in sub-clause (i) to (iii) above shall not however apply in case where the value of addition of new items together with the value of alterations, additions/deletions or substitutions exceeds by or is less than plus minus twenty five percent (25%) of the accepted value of tender as given in the letter of acceptance of tender The item rates in the schedule of rates shall hold good for all such variations between the above-mentioned limits.

In case the total value of the work, including additional altered or substituted work exceeds 23 percent of the value stipulated in the letter of acceptance of tender, the Contractor shall for the excess of work done over 25% claim revision of the rates for only those items which have exceeded individually the limit of 25% supported by a proper rate analysis. The Engineer-in-charge may revise the rates for such excess having regard to the market rates, and the Contractor shall be paid in accordance with the rates so fixed. The decision of the Engineer-in-charge in this respect shall be final and binding on the Contractor. But, under no circumstances, Contractor shall suspend work on the plea of non-settlement of items falling under this clause.

If as a consequence of such alteration the total contract value for the completed works on finalization and settlement of all dues to the Contractor under the contract shall be less then 75% (seventy five percent) of the total contract value as specified for the purpose of security deposit in the acceptance of tender, then the Contractor shall be entitled by way of allowance for the advantage (including profit) which the Contractor may have anticipated on the execution of the complete work, to 15% (fifteen percent) of the differences between the aggregate aforesaid and 75% (seventy five percent) of the total contract value specified in the acceptance of tender, but In addition thereto the Contractor shall not be entitled to any compensation or expenses or damages or loss or profit whatsoever.

Lump Sum contract shall also allow for any increase or decrease in the total quantity of work upto approximately twenty-five percent (25%) of the quoted price and the contract value shall be adjusted accordingly based on item wise or workwise schedule of rates suitable for evaluating the value of the work done & preparing running account bills, provided by Contractor.

#### **4.14.0 ACTION WHERE NO SPECIFICATION IS ISSUED**

In case of any class of work for which there is no such specifications supplied by Owner as is mentioned in the tender documents such work shall be carried out In accordance with Indian Standard Specifications and if the Indian Standard Specifications do not cover the same, the work should be carried as per our standard Engineering practice subject to the approval of the Engineer-in-Charge.

#### **4.15.0 ABNORMAL RATES**

The Contractor is expected to quote rate for each item after careful analysis of cost involved for the performance of the completed item, considering all specifications and conditions of contract. This will avoid loss of profit or gain in case of curtailment or change of specification for any item. In case it is noticed that the rates quoted by the tenderer for any item are unusually high or unusually low it will be sufficient cause for the rejection of the tender unless Owner is convinced about the reasonableness of the rates on scrutinizing the analysis for such rate to be furnished by the Tenderer on demand.

#### **4.16.0 INSPECTION OF WORKS**

4.16.1 The Engineer-in-Charge or its representative or Architect will have full power and authority to inspect the works at any time wherever in progress either on the site or at the Contractor's premises/workshops wherever situated, premises/workshops of any person, firm or corporation where work in connection with the contract may be in hand or where materials are being or are to be supplied, and the Contractor shall afford or procure for the Engineer-in-Charge every facility and assistance to carry out such inspection. The Contractor shall, at all times at which, reasonable notice of the intention of the Engineer-in-Charge or his representative to visit the works shall have been given to the Contractor, either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for the purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the Contractor himself. The Contractor shall give not less than three days notice in writing to the Engineer in charge before covering up or otherwise placing beyond reach of inspection and measurement of any work in order that the same may be inspected and measured. In the event of breach of above, the same shall be uncovered at Contractor's expenses for carrying out such measurement or inspection.

#### **4.17.0 ASSISTANCE TO THE ENGINEER:**

The Contractor shall make available to the Engineer-in-Charge free of cost all necessary instruments and assistance in checking of setting out of works and in the checking of any works made by the Contractor for the purpose of setting out and taking measurements of work, He shall also provide all instruments and labour free of cost for testing and inspection of all works either under progress or on completion.

#### **4.18.0 TESTS FOR QUALITY OF WORKS**

4.18.1 All workmanship shall be of the respective kinds described in the contract documents and in accordance with the instructions of the Engineer-in-Charge and shall be subjected from time to time to such tests at contractor's cost as the Engineer-in-charge may direct at the place of manufacture or other places. The contractor shall provide such assistance, required for examining, measuring and testing any workmanship as may be selected and required by the Engineer-in-charge.

#### **4.19.0 SAMPLES**

The Contractor shall furnish to the Engineer-in-Charge for approval when requested or if required by the specifications, adequate samples of all materials and finishes to be used in the work. Such samples shall be submitted before the work is commenced and in ample time to permit tests and examinations thereof. All materials furnished and finishes applied in actual work shall be fully equal to the approved samples

#### **4.20.0 ACTION AND COMPENSATION IN CASE OF BAD WORK**

If it shall appear to the Engineer-in-Charge that any work has been executed with unsound, imperfect or unskilled workmanship, or with materials of any inferior description, or that any materials or articles provided by the Contractor for the execution of the work are unsound, or of a quality inferior to the contracted for, or otherwise not in accordance with the contract, the Contractor shall on demand in writing from the Engineer-in-Charge or his authorized representative specifying the work, materials or articles complained of, non withstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct the work so specified and provide other proper and suitable materials or articles at his own charge and cost, and in the event of failure to do so within a period to be specified by the Engineer-in-Charge in his demand aforesaid, the Contractor shall be liable to pay compensation at the rate of half percent of the estimated cost of the whole work for the value of the whole work, while his failure to do so shall continue and in the case of any such failure the Engineer-in-Charge may on expiry of notice period rectify or remove, and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expense in all respect of the Contractor. lire decision of the Engineer-in-Charge as to any question arising under this clause shall be final and conclusive.

#### **4.21.0 SUSPENSION OF WORKS**

4.21.1 Subject to the provisions of sub-Para (ii) of this clause, the Contractor shall if ordered in writing by the Engineer-in-Charge, or his representative, temporarily suspend the works or any part thereof for such period arid such time as so ordered and shall not after receiving such written orders, proceed with the work therein ordered to be suspended until he shall have received a written order to proceed therewith. The Contractor shall not be entitled to claim compensation for any loss or damage sustained by him by reason of this temporary suspension of the works aforesaid. An extension of time for completion corresponding with the delay caused by any such suspension of the works as aforesaid will be granted to the Contractor should he apply for the same provided that the suspension was not consequent to any default or failure on the part of the Contractor.

4.21.2 In case of suspension of entire work, ordered in writing by the Engineer-in-Charge for a period of more than four months, the Contractor shall have the option to terminate the contract.

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#### **4.23.0 POSSESSION PRIOR TO COMPLETION**

The Engineer-in-Charge shall have the right to take possession of or use any completed or partially completed work or part of the work. Such possession or use shall not be deemed to be an acceptance of any work completed In accordance with the contract agreement. If such prior possession or use by the Engineer-in-Charge delays the progress of work, equitable adjustment in the time of completion will be made and the contract agreement shall be deemed to be modified accordingly

#### **4.24.0 TWELVE MONTHS PERIOD OF LIABILITY FROM THE DATE OF COMPLETION**

4.24.1 The Contractor shall maintain the work for a period of 12 months from the date of completion and **if** any damage shall happen to the work while in progress or after completion from any cause whatever or any imperfection or defects become apparent either in the materials supplied by the Contractor or in the workmanship within a period of 12 months from the date of issue of completion certificate. The Contractor shall make the same good at his own expense or in default, the Engineer-in-Charge may cause the same to be made good by other workmen and deduct

expenses (of which certificates of the Engineer-in-Charge shall be final) from any sums that may be then or at any time thereafter become due to the Contractor or from his security depositor the proceeds of sale thereof or of a sufficient portion thereof.

- 4.24.2 if the Contractor feels that any variation in work in quality of materials or proportions would be beneficial or necessary to fulfill the guarantees called for he shall bring this to the notice of the Engineer-in-Charge in writing.

The work will not be considered as complete and taken over by Owner until all the temporary works, labour and staff colonies etc. constructed by Contractor is removed and work site cleaned to the satisfaction of the Engineer-in-Charge.

#### **4.24.3 Defects Prior To Taking Over:**

If at any time before the work is taken over, the Engineer-in-Charge shall:

- a) Decide that any work done or materials used by the Contractor or any sub-Contractor is or are defective or not in accordance with the contract or that the works or any portion thereof are defective or do not fulfill the requirements of contract (all such matters being hereinafter called 'Defects in this clause), and
- b) As soon as reasonably practicable gives to the Contractor notice in writing of the said decision specifying particulars of the defects alleged to exist or to have occurred, then the Contractor shall at his own expenses and with all speed make good the defects so specified.

In case Contractor shall fail to do so, Owner may take, at the cost of the contractor, such steps as may in all circumstances be reasonable to make good such defects. The expenditure so incurred by Owner will be recovered from the amount due to the Contractor. The decision of the Engineer-in-Charge with regard to the amount to be recovered from the Contractor will be final and binding on the Contractor. As soon as the works have been complete in accordance with the contract (except in minor respects that do not affect their use for the purpose for which they are intended and except for maintenance there of provided in clause 4.24.1 of General Conditions of Contract) and have passed the tests, the Engineer-in-Charge shall issue a certificate (hereinafter called completion certificate) in which he shall certify the date on which the works have been so completed and have passed the said tests and Owner shall be deemed to have taken over the works on the date so certified. If the works have been divided into various groups in the Contract, Owner shall be entitled to take over any group or groups before the other or others and thereupon the Engineer-in-Charge shall issue a completion certificate, in respect thereof. Such completion certificate will, however, be for such group or groups so taken over only.

If by reason of any default on the part of the Contractor a completion certificate has not been issued in respect over of every portion of the works within one month after the date fixed by the Contractor for the completion of the works, Owner shall be at liberty to use the works for which certificate has not been issued, provided that the works or the portion thereof so used as aforesaid shall be reasonably capable of being used and that the Contractor shall be afforded reasonable opportunity for completing these works for the issue of completion certificate.

#### **4.24.4 DEFECTS AFTER TAKING OVER**

In order that the Contractor could obtain a completion certificate he shall make good with all possible speed any defect arising from the defective materials supplied by the Contractor that may have been noticed or developed after the works or group or the work has been taken over the period allowed for

carrying out such work will be normally one month.

If any defects were not remedied within a reasonable time, owner may proceed to do the work at Contractor's risk and expense and deduct from the final bill, such amount as may be decided by the Engineer-in-Charge

## **5.0.0 CERTIFICATES AND PAYMENTS**

### **5.1.0 CONTRACTORS REMUNERATION**

5.1.1 The price to be paid by Owner to Contractor for the whole of the work to be done and for the performance of all the obligations undertaken by the Contractor under the contract documents, shall be ascertained by the application of the respective schedule of rates (the inclusive nature of which is more particularly defined by way of amplification but not of limitation, with the succeeding sub-clause of this clause) and payment to be made according to the work actually executed and approved by the Architect and the Engineer-in-Charge. The extent expressly provided herein constitutes the sole and inclusive remuneration of the Contractor under the contract and no further or other payment whatsoever shall be or become due or payable to the Contractor under the contract.

### **5.1.2 SCHEDULE OF RATES TO BE INCLUSIVE**

Schedule of Rates shall be deemed to include and cover all cost, expenses and liabilities of every description and all risks of every kind to be taken in executing, completing and handing over the work to Owner by the Contractor. The Contractor shall be deemed to have known the nature, scope, magnitude and the extent of the works and materials required, though the contract documents may not fully and precisely furnish them. He shall make such provision in the Schedule of Rates, as he may consider necessary to cover the cost of such item of work which as may be reasonable and necessary to complete the works. The opinion of the Engineer-in-charge as to the items of work which are necessary and reasonable for completion of work shall be final and binding on the contractor, although the same may not be shown on or described specifically in contract documents

5.1.3 Generality of this present provision shall not be deemed to cut down or limit in any way because in certain cases it may and in other cases it may not be expressly stated that the contractor shall do or perform a work or supply articles or perform services at his Own cost or without additional payment or without extra charges or words to the same effect or that it may be stated or not stated that the same are included in and covered by the Schedule of Rates.

### **5.1.4 Schedule of rate to cover constructional plant, materials, labour etc.**

Without in any way limiting the provisions of the preceding sub-clause the Schedule of Rates shall be deemed to include and cover the cost of all materials, labour, equipment, insurance and appliances to be supplied by the Contractor and all other matters in connection with each item in every respect maintained and as shown or described in the contract documents or as maybe ordered in writing during the continuance or the contract.

### **5.1.5 Schedule of rates to cover royalties, rents and claims**

The Schedule of Rates shall be deemed to include and cover the Octroi or other municipal or local Board charge, if levied on materials, equipment or machinery to be brought to site and removed from site for use on work or after completion of the work, shall be borne by the Contractor.

### **5.1.6 Schedule of rates to cover taxes and dues**

No exemption or reduction of customs duties, excise duties, VAT or any other duties, transport carriages, stamp duties of Central or State Government or other body including one company or dues, taxes or charges (from or of any other body including the company), whatsoever will be granted or obtained all of

which expenses shall be deemed to be included in and cover by the Schedule of Rates. The Contractor shall also obtain and pay for all permits, or other privileges necessary to complete work.

#### **5.1.7 Schedule of rates to cover risks of delay**

The Schedule of Rates shall be deemed to include and cover the risk of all possibilities of delay and interference with the Contractor's conduct of the works which occur from any cause including orders of Owner in the exercise of his powers and on account of extension of time granted due to various reasons and for all other possible causes of delay.

#### **5.1.8 Schedule of rates cannot be altered**

For work under unit rate basis, no alteration will be allowed in the schedule of rates by reason or works or any part of them being modified, altered, extended, diminished or omitted. The schedule of rates are fully inclusive rates which have been fixed by the Contractor and agreed to by owner and can not be altered.

### **5.2.0 PROCEDURE FOR MEASUREMENT & BILLING OF WORK IN PROGRESS**

#### **5.2.1 i) Measurements**

All measurements shall be in metric system. All the works in progress will be jointly measured by the authorized agent progressively. Such measurements will be got recorded by the representative of Engineer-in-Charge and signed in token of acceptance by the Contractor or his authorized representative.

For the purpose of taking joint measurement the Contractor's representative shall be bound to be present whenever required by the Engineer-in-Charge. If he is absent for any reason whatsoever the measurements will be taken by the Engineer-in-Charge or his representative and this will be deemed to be correct and binding on the Contractor.

Works that are likely to be covered up by subsequent operations should be got measured before such covering up, failing which such covered works may be liable for not being measured.

#### **ii) Billing**

The Contractor will submit a bill in approved Proforma to the Engineer-in Charge of the work giving abstract and detailed measurement for the various items executed.

#### **iii) Dispute in Mode of Measurement**

In case of any dispute as to the mode of measurement not covered by the contract to be adopted for any item or work, mode of measurement as per Indian Standard Specification No. 1200 shall be followed.

### **5.3.0 LUMP-SUMS IN TENDER**

For the item in tender where it include lumpsum in respect of parts of work, the Contractor shall be entitled to payment in respect of the items at the same rates as are payable under this contract for such items, or if the part of the work in question is not in the opinion of the Engineer-in-Charge capable of measurement or determination, the Engineer-in-Charge may at his discretion, pay the lumpsum amount entered in the tender of a percentage thereof and the certificate in writing of the Engineer-in-Charge shall be final to any sum or sums payable to him under the provisions of this clause.

#### **5.4.0 PAYMENTS OF RUNNING ACCOUNT TO BE REGARDED AS ADVANCES**

All running account payments shall be regarded as payment by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-executed or be considered as in admission of the due performance of the contract, of any part thereof in this respect, or of the accruing of any claim by the Contractor, nor shall it conclude, determine or affect in any way the powers of the Owner under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or affect the contract. The Final bill shall be submitted by the contractor within one month of the date fixed for completion of the work. Otherwise, the Engineer-in-Charge's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

#### **5.5.0 NOTICE OF CLAIMS FOR ADDITIONAL PAYMENT**

- 5.5.1 Should the Contractor consider that he is entitled to any extra payment or compensation in respect of the works over and above the amounts due in terms of the Contract or should the contractor dispute the validity of any deductions made or threatened by the Owner from any Running Account Bills or any payments due to him in terms of the Contract, the Contractor shall forthwith give notice in writing of his claim in this behalf to the Engineer-in-Charge and the Site Engineer within 10 (Ten) days from the date of the issue of orders or instructions for which the Contractor claim such additional payment or compensation. or on the happening of other event upon which the Contractor bases such claim and such notice shall give full particulars of the nature of such claim, grounds on which it is based, and the amount claimed. The Contractor shall not be entitled to raise any claim nor shall the Owner anyway be liable in respect of any claim by the Contractor unless notice of such claim shall have been given by the Contractor to the Engineer-in-Charge and the Site Engineer in the manner and within the time aforesaid and the Contractor shall be deemed to have waived any or all claims and all his rights in respect of any claim nor notified to the Engineer-in-Charge and the Site Engineer in writing in the manner and within the time aforesaid.
- 5.5.2 The Engineer-in-Charge and/or the Site Engineer shall be under no obligation to reply to any notice of claim given or claim made by the Contractor within the provisions aforesaid or otherwise or to otherwise reject the same and no commission or failure on the part of the Engineer-in-Charge/Site Engineer to reject any claim made or notified by the Contractor or delay in dealing therewith shall be deemed to be an admission by the Owner of the validity of such claim or waiver by the Owner of any of its rights in respect thereof with the intent that all such claims otherwise valid within the provisions of Clause 5.5.1 read with Clause 5.5.3 and 5.5.4 shall be dealt with/considered by the Owner at the time of submission of the Final Bill.
- 5.5.3 Any or all claims of the Contractor notified in accordance with the provision of Clause 5.5.1 hereof shall remain at the time of preparation of Final Bill by the Contractor shall be separately included in the Final Bill prepared by the Contractor in the form of a Statement of Claims attached thereto giving particulars of the Contractor in the claim, grounds on which it is based and the amount claimed and shall be supported by a copy (ies) of the notice(s) sent in respect thereof by the Engineer-in-Charge and Site Engineer under Clause 5.5.1 hereof. In so far as such claim shall in any manner particular be at variance with the claim notified by the Contractor within the provision of Clause 5.5.1 hereof, it shall be deemed to be a claim different from the notified claim with consequence in respect thereof indicated in Clause 5.5.1 thereof and with consequences in respect of the notified claim as indicated in Clause 5.5.4 hereof.

- 5.5.4 Any and all notified claims not specifically reflected and included in the Final Bill in accordance with the provisions of Clause 5.5.3 hereof shall be deemed to have been waived by the Contractor and the Owner shall have no liability in respect thereof and the Contractor shall not be entitled to raise or include in the Final Bill any claim(s) other than a notified claim conforming in all respects in accordance with the provisions of Clause 5.5.3 hereof.
- 5.5.5 No claim(s) shall on any account be made by the Contractor after the Final Bill with the intent the Final Bill prepared by the Contractor shall reflect any and all claims whatsoever of the Contractor against the Owner arising out of or in connection with the Contract or work performed by the Contractor there under or relation thereto and the Contractor shall notwithstanding any enabling provision in any law or contract and notwithstanding any claim in quantum merit that the Contractor could have in respect thereof be deemed to have waived any and all such claims not included In the Final Bill and to have absolved and discharged the Owner from and against the same, even if in not including the same as a foresaid, the (I in tractor shall have acted under a mistake of law or fact.
- 5.5.6 Notwithstanding the existence of any claim by the Contractor in terms hereof of otherwise the Contractor shall continue and be bound to continue and perform the works to completion in all respects according to the Contract unless the Contract or works be priority determined by he Owner in terms hereof and shall remain liable and bound in all respects under the contract
- 5.5.7 The payment of any sum on account to the Contractor during the performance of any work or item of work in respect of which a claim has been notified by the Contractor in terms of Clause 5.5.1 hereof or the making or negotiation of any interim arrangements in respect of the performance of such work or item or work by the Owner shall not be deemed to be an acceptance C' of the related claim by the Owner, or any part or portion thereof with the intent that any such payment shall constitute merely a facility or assistance to the Contractor and not an obligation upon the Owner.

#### **5.6.0 PAYMENT OF CONTRACTOR'S BILL**

No payment shall be made for works estimated to cost less than Rs.5,00,000/- till after the whole of the work shall have been completed but in the case of works estimated to cost more than Rs. 5,00,000/- the Contractor on submitting the bill therefore be entitled to receive payment after necessary deduction towards security deposit proportionate to the part thereof approved and passed by the Engineer-in-Charge whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the Contractor. This payment will be made after making necessary deductions as stipulated elsewhere in the contract document for materials, security deposit etc. Un-finished items shall not be considered for measurement. However , in case item of work is partially completed, the payment can be made proportionately on certification from the Consultant and satisfaction of the Engineer-in-Incharge.

Payment due to the Contractor shall be made by the Owner by Crossed Account Payee' cheque forwarding the same to registered officer or the notified office of the Contractor. In no case will Owner be responsible if the cheque is mislaid or misappropriated by unauthorized persons. In all case the Contactor shall present is bill dully pre-receipt on proper revenue stamp. All payments shall be made in Indian currency.

## **5.7.0 RECEIPT FOR PAYMENT**

Receipts for payment made on account of work when executed by a firm must be signed by a person holding due power of attorney in this respect on behalf of the Contractor except when the Contractor is described in his tender as a limited company in which case the receipts must be signed in the name of the company by one of its Principal officers or by some other persons having authority to give effectual receipt for the company.

## **5.8.0 COMPLETION CERTIFICATE**

### **5.8.1 Application for Completion Certificate**

When the Contractor fulfills his obligations under clause 5.1.4 he shall be eligible to apply for completion certificate, The Contractor may apply for separate completion certificate in respect of each such portion of the work by submitting the completion documents alongwith such application for completion certificate.

The Engineer-in-charge shall normally issue to the Contractor completion certificate within one month after receiving an application therefore from the contractor after verifying from the completion documents and satisfying himself that the work has been completed in accordance with and as set out in the construction and erection drawings, and the contract documents.

The Contractor after obtaining the completion certificate is eligible to present the final bill for the work executed by him under the terms of contract.

### **5.8.2 Completion Certificate**

Within one month of the completion of the work in all respects the Contractor shall be furnished a certificate by the Engineer-in-Charge for such completion but no certificate shall be given nor shall the work be deemed to have been executed until all scaffolding, surplus materials and rubbish is cleaned off the site completely nor until the work shall have been measured by the Engineer-in Charge whose measurement shall be binding and conclusive.

If the Contractor shall fail to comply with the requirements of this clause on or before the date fixed for the completion of the work, the Engineer-in-Charge may at the expenses of the Contractor, remove such scaffolding, surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the Contractor shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum remaining after deducting from the amount actually realized by the sale thereof~ the full expenses incurred by Owner in removal and disposal of such scaffolding, surplus materials, debris, etc.

### **5.8.3 Completion Certificate Documents**

For the purpose of clause 5.8.4 the following documents will be deemed to form the completion documents:

- i) The Technical Documents according to which the work was carried out.
- ii) Three sets of Construction Drawings showing therein the modification and corrections made during the course of execution signed by the Engineer-in-Charge.

- iii) Certificates of tests performed for various works.

#### **5.8.4 Final decision and final certificate**

Upon the expiration of the liability and subject to the Engineer-in-Charge being satisfied that the works have been duly maintained by the Contractor during defect liability period as herein before provided in Clause 4.24.1 and that the Contractor has in all respect made up an subsidence and performed all his obligations under the contract, the Engineer-in-Charge shall (without prejudice to the rights of Owner to retain the provisions of relevant clause here or otherwise) give a certificate (herein referred to as the final certificate) to that effect and the Contractor shall not be considered to have fulfilled the whole or his obligations under the contract until Final Certificate shall have been given by the Engineer-in-charge notwithstanding any previous entry upon the works and taking possession, working or using of the same or any part thereof by owner.

#### **5.8.5 Certificates and payments no evidence of completion**

- a) No certificate other than the final certificate or payments against a certificate or on general account shall be taken to be an admission by Owner of the due performance of the contract any part thereof or of occupancy of validity of any claim by the Contractor.
- b) Owner shall have a lien on and over all or any moneys that may become due and payable to the Contractor under these presents and/or also on and over the deposit or security amount or amounts made under the contract and which may become repayable to the Contractor under the conditions for, or in respect of any debt or sum that may become due and payable to Owner by the Contractor either alone or jointly with another or others and either under this or under any other contract or transactions of any nature whatever between Owner and the Contractor.
- c) Owner reserve the right to carry out a post payment audit and/or technical examination of the works and the final bills including all supporting vouchers, abstracts etc. and to enforce recovery if as a result of such examination any over-payment is discovered in respect of any work done by the Contractor or alleged to have been done by him under the contract and such recovery will be made by Owner from the Contractor by any or all of the methods presented above. Such audit and/or technical examination may be conducted by the Chief Technical Examiner of the Central Vigilance Commission or any other Authority as appointed by the owner. If on the other hand any under payment is discovered the amount shall be duly paid to the Contractor by Owner. Further, Owner reserves the right to make such recovery and adjustment notwithstanding the fact that the amount of the final bill may be included by one of the parties as an item of dispute before any Arbitrator appointed under the Arbitration clause of the contract and notwithstanding the fact that the amount of the final bill figures in the Arbitration award. And further, unless the Contractor pays and clears the claims of Owner immediately on demand, Owner shall, at all times be entitled to deduct the said debt or sum from the sums due to the Contractor or becoming payable to the Contractor under these presents or under any other contract or transaction whatsoever between the Contractor and the Company.

#### **6.0.0 TAXES AND INSURANCE**

##### **6.1.0 TAXES, DUTIES, OCTROI ETC.**

The Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all taxes, duties, Octroi, royalties etc. now or hereafter imposed, increased, or modified, and all sales tax duties, Octroi, royalties etc. now in force and thereafter increased, imposed or modified from time to time in respect of works and materials and all contribution and taxes for

unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Governmental authority or other local authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to by the persons employed by the Contractor or by his Sub-Contractor and the Contractor shall be responsible for the compliance with all obligations and restrictions imposed by the Labour Law or any and the Contractor further agrees to comply, and to secure the compliance of all Sub-Contractors, with all applicable Central, States, Municipal and local laws and regulations and requirements of any Central, State or Local Governmental or other agency or authority. Contractor further agrees to defend, indemnify and hold harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason of any violation by Contractor or Sub-Contractor of such laws, regulations or requirements and also from all claims, suits or proceedings that may be brought against Owner arising under growing out of, or by reason for the work provided for by this contract, whether brought by employees of the Sub Contractor by third parties, or by central or State Government authority of any subdivision thereof, or other local authorities.

## **6.2.0 INSURANCE**

Contractor shall at his own expenses carry and maintain insurance with reputable Insurance companies to the satisfaction of owner as follows :

### **i) Employees State Insurance Act**

The Contractor agrees to and does hereby accept full and exclusive liability for the compliance with obligations imposed by the Employees State Insurance Act, 1948 as amended from time to time and the Contractor further agrees to defend, indemnify and hold Owner harmless from any liability or penalty which may be imposed by Central, State or local authority by reason of any asserted violation by Contractor or Sub-Contractor of the Employees State Insurance Act, 1948 and its amendments and also from all claims, suits or proceedings that may be brought or by reason of the work provided for by this contract whether brought by employees of the Contractor, the sub-Contractor or his employees by third parties or by Central or State Govt. authority or any administrative sub-division thereof, or other local authorities.

The Contractor agrees to fill in with Employees State Insurance Corporation, the Declaration Forms and alt forms which may be required in respect of the Contractor's or Sub-Contractor's employees, whose aggregate remuneration is Rs. 400 per month or less or such other sums as the said Act may provide and who are employed in the work provided from time to time under the Agreement. The Contractor shall deduct and secure the agreement of the Sub-Contractor to deduct the employees' contribution as per the first Schedule of the Employee's State Insurance Act from wages and affix Employee's Contribution shall remit and secure the agreement of the Sub-Contractor to remit to the State Bank of India, Employee's State Insurance Corporation Accounts, the employer's contribution as required by the Act, the tam employer being understood as the Contractor.

The Contractor agrees to maintain all cards and records as required under the Act in respect of employees and payments and the Contractor shall secure the agreement of the Sub-Contractor to maintain such records. Any expenses, incurred for making contributions or maintaining records whether by Contractor or his Sub-Contractor shall be to the Contractor's account.

Owner shall retain such sum as may be necessary from the total contract value until the Contractor shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948 and its amendments from time to time have been paid.

**ii) Workman’s Compensation & Employer’s Liability Insurance**

Insurance shall be effected for all the Contractor’s employees engaged in the performance of this contract. If any of the work is sublet, the Contractor shall require the sub-Contractor provide Workman’s Compensation and employers responsibility insurance for the latter’s employees if such employees are not covered under Contractor’s Insurance.

**iii) Any other Insurance required under Law or Regulations or by Owner**

Contractor shall also carry and maintain any and all other insurance, which he may be required under any Law or regulations from time to time. He shall also carry and maintain any other insurance, which may be required by Owner.

**v) Automobile Liability Insurance**

Contractor shall take out Automobile liability Insurance to cover all risks to Owner for each of his vehicles plying on works of this contract and these insurance shall be valid for the total contract period. No extra payment will be made for this period. No extra payment will be made for this insurance. Owner shall not be liable for any damage or loss not made good by the insurance company, should such damage or loss result from unauthorized use of the vehicle.

**6.3.0 DAMAGE TO PROPERTY**

Contractor shall be responsible for making good to the satisfaction of the Engineer-in-Charge any loss of and any damage to all structures and properties belonging to Owner or being got executed or procured or being procured by Owner or of other agencies within the premises of all the works of Owner if such loss or damage is due to fault and/or the negligence or willful act or omission of the Contractor, his employees, agents, representatives or sub-Contractors.

**7.0.0 LABOUR LAWS AND SAFETY REGULATIONS**

**7.1.0 LABOUR LAWS**

- I) No labourers below the age of eighteen years shall be employed on tile work
- ii) The Contractor shall not pay less than what is provided under law to labourers engaged by him or his Sub-Contractors on this work, for work done other than on item rates basis, labour rates shall not exceed the standard rates prevailing in locality for the respective classes of labour employed.
- iii) The Contractor shall at his expenses comply with all labour laws and keep the Owner indemnified in respect thereof,

**7.2.0 CONTRACTOR INDEMNIFY OWNER**

- i) The Contractor shall indemnify Owner and every member, officer and employee of Owner also the Engineer-in-Charge and staff against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of any failure by the Contractor in the performance of the obligations or relevant labour laws, Acts, regulations, etc. and under the contract documents. Owner shall not be liable for or in respect of any demand or compensation payable by law in respect or in consequence of any accident or injury to

any workmen or other person in the employment of the Contractor or his Sub-Contractor and Contractor shall indemnify Owner against all such damage and compensation and against all claims, damage, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

**ii) Payment of Claims and Damages**

Should Owner have to pay any money in respect of such claims or demands as aforesaid the amount so paid and the costs incurred by Owner shall be charged and paid by the Contractor and the Contractor shall not be at liberty to dispute or question the right of Owner to make such payments, notwithstanding same may have been made without his consent or authority; or in law or otherwise to the contrary.

iii) In every case in which by virtue of the provision of section 12, sub-section (1) of workmen's compensation Act, 1923 or other applicable provision of Workman's Compensation Act or any other Act, Owner is obliged to pay compensation to workman employed by the Contractor in execution of the Works, Owner will recover from the Contractor the amount of the compensation so paid, and without prejudice to the rights under section 12, sub-section (20) of the said Act, Owner shall be at liberty to recover such amount or any thereof by deducting it from the security; deposit or from any sum due to the Contractor whether under this contract or otherwise Owner shall not be bound to contest any claim made under section 12, sub-section (1) of the said Act, except on the written request of the Contractor and upon his giving to Owner full security for all costs for which might become liable in consequence of contesting such claim.

**iv) Employment Liability**

a) The Contractor shall be solely and exclusively responsible for engaging or employing persons for the execution of work. All employees engaged by the Contractor shall be on his/their pay roll and paid by him/them. AU disputes or differences between the Contractor and his/their employees shall be settled by him/them. Owner has absolutely no liability whatsoever concerning the employees of Contractor. The Contractor shall indemnify the Owner against all loss or damage or liability arising out of or in the course of his/their employing persons or relations with his/their employees. The Contractor shall make regular and full payment of wages and salaries to his employees and furnish necessary proof whenever required by the Engineer-in-Charge. In case of any complaint by any employee of the Contractor or his sub-Contractor regarding non-payment of wages, salaries of other dues, Owner reserves the right to make such payments directly to such employee or Sub-Contractor of the Contractor and recover the amount in full from the bills of the Contractor, and the Contractor shall not claim any compensation or reimbursement thereof. The Contractor shall comply with the Minimum wages Act applicable to the area with regard to payment of wages of his employees and also of employees of his sub-Contractor.

b) The Contractor shall advise in writing to all his employees and the employees of his sub Contractor as follows:

It is to be fully understood that your appointment is only in connection with our construction contract with Owner and that it does not give you any right or claim for employment in Owner.

### **7.3.0 HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS**

In respect of all labour directly or indirectly employed in the works for the performance of the Contractor's part of this agreement, the Contractor shall comply with or cause to be complied with all the rules and regulations of the local sanitary and other authorities or as framed by Owner from time to time for the protection of health and sanitary arrangements for all workers, whether of the Contractor or other agency including workers of Owner.

### **7.4.0 SAFETY REGULATIONS**

i) In respect of all labour, directly or indirectly employed in the work for the performance of Contractor's part of this agreement, the Contractor shall at his own expense arrange for all the safety provisions as per safety codes of CPWD, Indian Standards Institution, the Electricity Act, the Mines Act and such other Acts as applicable.

ii) The Contractor shall observe and abide by all fire and safety regulations of Owner, Before starting construction work Contractor shall consult safety engineer of Owner and Engineer-in-Charge and must make good to the satisfaction of the Engineer-in-Charge any loss or damage due to fire to any portion of the work done or to be done under this agreement or to any of the existing property of Owner.

7.4.1 The Contractor undertake to ensure due and complete compliance with all Laws, regulations, rules etc. whether of the Central Government or the State Government or of any other competent authority applicable to the workmen employed or whose services are otherwise availed of by the Contractor whether in connection with the construction work at the site or otherwise, The Owner shall have the right to inspect the records maintained by the Contractor concerning such workmen from time to time and the Contractor shall whenever required by the Owner produce such records as the Owner may call upon the Contractor to produce for the Owner inspection in order to ascertain whether or not the requirements or all such laws, regulations, rules etc. have been complied with by the Contractor, In the event of any contravention of such laws, regulations, rules etc. coming to light whether as a result of such inspection or to otherwise the Owner shall have the right to require the Contractor to effect such compliance within such time as the Owner prescribe in that behalf and in the event of the Contractor failing to effect such compliance within the time prescribed by the Owner then the Owner shall without prejudice to his other rights be entitled to withhold from the amount payable to the Contractor any amount payable to the workmen under any such laws, regulations or rules and to make payment thereof to the workmen, The Owner shall also have in that event the right to terminate the contract with immediate effect and to exercise powers reserved to the Owner under the contract as a result of termination.

### **8.0.0 Intentionally left blank**

### **9.0.0 SAFETY CODE-GENERAL**

#### **9.1.0 GENERAL**

Contractor shall adhere to safe construction practice and guard against hazardous and unsafe working conditions and shall comply with safety rules of Owner as set forth herein. Prior to start of construction, Contractor will be furnished extra copies of Owners Safety Code or information and guidance.

## **9.2.0 FIRST AID AND INDUSTRIAL INJURIES**

- a) Contractor shall maintain First-aid facilities for his employees and those of his sub Contractors.
- b) Contractor shall make outside arrangements for ambulance service and for the treatment of industrial injuries. Names of those providing these services shall be furnished to Engineer-in-Charge prior to start of construction, and their telephone numbers shall be prominently posted in Contractor's field office.
- c) All critical industrial injuries shall be reported promptly to the Engineer-in-Charge as also a copy of Contractor's report covering each personal injury requiring the attention of a Physician shall be furnished,

## **9.3.0 GENERAL RULES**

No person shall carry any photographic films, inflammable material within the premises of the project.

## **9.4.0 Intentionally left blank**

## **9.5.0 SCAFFOLDING**

- i) Suitable scaffoldings should be provided for workmen for all works that cannot be done safely from the ground. When a ladder is used an extra Mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1 in 4 (1 horizontal and 4 vertical).
- ii) Scaffolding or staging more than 3.5M above the ground or floor, swing suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise rewarded at least mi high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings and may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened to prevent it from swaying from the building structure.

## **9.6.0 Intentionally left blank**

## **9.7.0 DEMOLITION**

Before any demolition work is commenced and also during the process of the work.

- a) No Electric cable or apparatus which is liable to be a source of danger shall remain electrically charged.
- b) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so over loaded with debris or material as to render it unsafe.

### **9.8.0 SAFETY EQUIPMENT**

All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the persons employed on the site and maintained in a condition suitable for immediate use, and the Contractor should take adequate steps to ensure proper use of equipment by those concerned.

**9.9.0** Intentionally left blank

**9.10.0** Intentionally left blank

### **9.11.0 ELECTRICAL EQUIPMENT**

When workers are employed on electrical installations, which are already energized, insulating mask wearing apparel; such as gloves, sleeves and boots and insulated tools as may be necessary should be provided. The workers shall not wear any rings, watches and carry keys or other materials, which are good conductors of electricity.

### **9.12.0 MAINTENANCE OF SAFETY DEVICES**

All scaffolds ladders and other safety devices mentioned or described herein shall be maintained in safe conditions and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.

### **9.13.0 DISPLAY OF SAFETY INSTRUCTIONS**

The safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at the work spot. The person responsible or compliance of the safety code shall be named therein by the Contractor.

### **9.14.0 ENFORCEMENT OF SAFETY REGULATIONS**

To ensure effective enforcement of the Rules and Regulations relating to Safety Precautions, the arrangement made by the Contractor shall be open to inspection by the Welfare Officer, Engineer-in-Charge or Safety Engineer.

### **9.15.0 NO EXEMPTIONS,**

Notwithstanding the above clauses there is nothing in these to exempt the Contractor from the operations of any other Act or Rules in force in the Republic of India.

The works throughout including any temporary works shall be carried on in such a manner as not to interfere in any way whatsoever with the traffic on any roads or footpath at the site or in the vicinity thereto or any existing works whether the property of the company or a third party. In addition to the above, the Contractor shall follow the Safety Code provisions as per CPWD Safety provisions framed time to time.

**(SEAL AND SIGNATURE OF TENDERER)**

## **10. FORM OF CONTRACT**

THIS CONTRACT made at \_\_\_\_\_ this  
Day of 2007 BETWEEN **Rural Electrification Corporation Ltd.**, ‘(Owner)’ (which expression shall include its successors and assign) of the one part AND \_\_\_\_\_ s/o \_\_\_\_\_(carrying on business sole proprietorship) carrying on business in partnership under the name and style of \_\_\_\_\_ a company registered in India under the Indian Companies Act\* 1913/1936, having its registered office at (hereinafter referred to as the ‘‘Contractor’’ which expression shall include \*his/their/\* its executors, administrators, representatives and permitted assigns successors and permitted assigns) of the other part:

### **WHEREAS**

The OWNER desires to have executed the works of \_\_\_\_\_ more specifically mentioned and described in the contract documents (hereinafter called the ‘work’’ which expression shall include all amendments therein and/or modifications thereof) and has accepted the tender of the Contractor for the said work.

NOW, THEREFORE, THIS CONTRACT WITNESS AS FOLLOWS;

### **ARTICLE 1**

#### **CONTRACT DOCUMENTS**

1.1 The following documents shall constitute the contract documents, namely;

- (a) This contract;
- (b) Tender documents as defined in the general instructions to tenders;
- (c) Acceptance of Letter of Award.
- (d) Correspondence/ submissions before Letter of Award, if any

1.2 A copy of each of the Tender Documents is annexed hereto and the said copies have been collectively marked Annexure A’ while a copy of the letter of Award and a copy its acceptance dated \_\_\_\_\_ are annexed hereto & said copies have been collectively marked as Annexure-’B’.

### **ARTICLE 2**

#### **WORK TO BE PERFORMED**

2.1 The Contractor shall perform the said work upon the terms and conditions and within the time specified in the Contract Documents.

### **ARTICLE 3**

#### **COMPENSATION**

3.1 Subject to and upon the terms and conditions contained in the Contract Document OWNER shall pay Contractor compensation as specified in the Contract document upon the satisfactory performance of the said work and/or otherwise as may be specified in the Contract Documents.

**ARTICLE 4  
JURISDICTION**

4.1 Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject-matter of the reference if the same had been the subject matter of a suit, any and all actions and proceeding arising out of or relative to the contract (including any arbitration in term thereof) shall lie only in the Court of Competent Civil Jurisdiction in this behalf at New Delhi (where this contract has been signed on behalf of the Owner) and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.

**ARTICLE 5**

**ENTIRE CONTRACT**

5.1 The Contract Documents mentioned in Article-I hereof embody the entire Contract between the parties hereto, and the parties declare that in entering this Contract they do not rely upon any previous representation, whether express or implied and whether written or oral, or any inducement, understanding or agreement of any kind not included within the Contract Document and all prior negotiations, representation, contract and/or agreements and understandings are hereby cancelled.

**ARTICLE 6**

**NOTICES**

6.1 Subjects to any provisions in the contract documents to the contrary, any notice, or communication sought to be served by the Contractor on the Owner with reference to the Contractor shall be deemed to have been sufficiently served upon the Owner (notwithstanding any enabling provisions under any law to the contrary) only if delivered by hand or by Registered Acknowledgment Due Post to the Engineer-in-Charge as defined in the General Conditions of Contract.

6.2 Without prejudice to any other mode of service provided for in the Contract Documents or otherwise available to the Owner, any notice, order or other communication sought to be served by the Owner on the Contractor with reference to the Contract, shall be deemed to have been sufficiently served if delivered by hand or through Registered Post Acknowledgment Due to the principal office of the Contractor at \_\_\_\_\_

**ARTICLE 7**

**WAIVER**

7.1 No failure or delay by the Owner in enforcing any right or remedy of the Owner in terms of the Contract or any obligation or liability of the Contractor in terms thereof shall be deemed to be a waiver of such right, remedy, obligation or liability, as the case may be, by the Owner and notwithstanding such failure or delay, the Owner shall be entitled at any time to enforce such right, remedy, obligation or liability, as the case may be.

**ARTICLE 8**

**NON-ASSIGNABILITY**

8.1 The Contract and benefits and obligations thereof shall be strictly personal to the Contractor and shall not on any account be assignable or transferable by the Contractor.

\*IN WITNESS WHEREOF the parties hereto have duly executed this Contract in duplicate, the place, day and year first above written/while the Contractor has executed these presents the day and year hereunder written against the Contractor's execution.

SIGNED and DELIVERED

For and on behalf of

**Rural Electrification Corporation Ltd.**

By-----

In the presence of:

1.

2.

SIGNED and DELIVERED

For and on behalf of

------(Contractor)

By-----

(This day of-----2007)

In the presence of:

1.

2,

\* Strike off whichever are not applicable

**INFORMATION ABOUT TENDERERS****FORMAT-I**

<b>Sl.No.</b>	<b>Particulars</b>	<b>Information to be furnished</b>
1.	Name of the Organisation	
2.	Address	
3.	Year of Establishment	
4.	Status of the firms (Whether Company/Firm/Proprietary)	
5	Name of Directors/Partners/Proprietor: i) ii) iii) (Enclose relevant document/deed)	
6	Whether registered with the Registrar of Companies/Registrar of Firms. If so, mention number and date along with relevant documents.  (a) Name and address of Bankers : i) ii) iii) iv)	
	(b) Enclose Solvency Certificate from the Bankers. Depending upon the class of contractors up to 100 lacs .	
	(c) Whether able to furnish performance guarantee for full cost of work if entrusted.	
7	Whether registered for sale tax purposes. If so, mention No. and date. Also Furnish Copies of sales tax Clearance Certificate.	

Sl.No.	Particulars	Information to be furnished															
8	<p>Whether an assessee of Income Tax. If so, mention permanent account number.</p> <p>Furnish copies of audited Balance Sheet and Profit &amp; Loss Account (audited) for the last three years {Turn over details}</p>	<table border="1"> <thead> <tr> <th data-bbox="846 352 922 384"><u>S.N.</u></th> <th data-bbox="954 352 1031 384"><u>Year</u></th> <th data-bbox="1175 352 1289 384"><u>Turnover</u></th> </tr> </thead> <tbody> <tr> <td data-bbox="867 407 883 428">1</td> <td data-bbox="948 407 1040 428">2006-07</td> <td></td> </tr> <tr> <td data-bbox="867 464 883 485">2</td> <td data-bbox="948 464 1040 485">2007-08</td> <td></td> </tr> <tr> <td data-bbox="867 520 883 541">3</td> <td data-bbox="948 520 1040 541">2008-09</td> <td></td> </tr> <tr> <td colspan="3" data-bbox="846 575 1105 606">Average of Three years:</td> </tr> </tbody> </table>	<u>S.N.</u>	<u>Year</u>	<u>Turnover</u>	1	2006-07		2	2007-08		3	2008-09		Average of Three years:		
<u>S.N.</u>	<u>Year</u>	<u>Turnover</u>															
1	2006-07																
2	2007-08																
3	2008-09																
Average of Three years:																	
9	<p>If you are registered in the panel of other organizations/statutory bodies, such as CPWD, PWD, MES, Banks etc.furnish their names, category and date of registration.</p> <p>i)</p> <p>ii)</p> <p>iii)</p> <p>iv)</p> <p>v)</p> <p>vi)</p> <p>vii)</p>																
10	Detailed description and value of works done for others in the past.(Supported with copies of relevant documents).																
11	Specify the maximum value of work executed in last seven years. (Supported with copies of relevant documents). Mention at least three works of maximum value.																
12	<p>Furnish the names of three responsible persons who will be in a position to certify about the quality as well as past performance of your organization.</p> <p>i)</p> <p>ii)</p> <p>iii)</p>																
<p><b>NOTE: Where copies are required to be furnished, these are to be certified copies preferably by the concerned agencies or a Govt. Officer.</b></p>																	

**(SEAL AND SIGNATURE OF TENDERER)**

**FORMAT FOR PRE-QUALIFICATION****FORMAT-II**

S.N.	Pre-qualification Condition	Name of the completed project	Cost of the project	Completion Month/Year
1(a)	Completed single similar works of Rs. 16.0 above and above during the last 3 years ending March.			
1(b)	Completed at least two similar works of Rs.12.0 lakhs each during the last 3 years ending March.			
1(c)	Completed at least three similar works of Rs.8.0 lakhs each during the last 3 years ending March, 2009.			
<b><u>Annual Turn Over in lakh (Rs.)</u></b>				
2006-07				
2007-08				
2008-09				

- Note :- 1. Completion certificate in respect of the project completed should be furnished duly attested.  
2. Please submit the balance sheet for the last three years.



**CONCURRENT COMMITMENTS**

**FORMAT-IV**

**Name of Work:**

**Name of Tenderer :**

TENDER SHALL GIVE INFORMATION ABOUT HIS PRESENT COMMITMENTS AS PER PROFORMA

<b>Sr No.</b>	<b>Full Postal Address Of client &amp; Name of Officer-in-Charge</b>	<b>Description of the work</b>	<b>Value of Contract  Work</b>	<b>Date of commence ment of the</b>	<b>Scheduled Completion period</b>	<b>%age completion as on date</b>	<b>Expected date of completion</b>	<b>Remarks</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>
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-----								

Certified that the above information is correct

**(SEAL AND SIGNATURE OF TENDERER)**

**FORMAT-V**

**WORK FORCE**

Sl.No.	Permanently Employed	No.	Years with the Firm	Remarks
1	Masons			
2	Carpenters			
3	Mechanics			
4	Electricians			
5	Mate/Helpers			
6	Others			

**LIST OF ENCLOSURES**

**NAME OF WORK:**

**NAME OF TENDERER:**

The Tenderer is required to enclose the following documents as part of his tender.

1. Power of attorney of the signatory to the tender.
2. Income-tax/VAT clearance certificate in the performance prescribed by the Govt. of India.
3. Document showing turnover for the past three years such as annual report profit & loss account etc.
4. Solvency Certificate from Nationalized/Scheduled Bank
5. **Completion certificate in respect of the project completed**
6. Copy of the PAN/VAT

(SEAL AND SIGNATURE OF TENDERER)

**EXCEPTIONS AND DEVIATIONS**

**NAME OF WORK:**

**NAME OF TENDERER**

In line with Tender document Tenderer may stipulate exceptions and deviations to the Tender conditions if considered unavoidable.

<b>SR. NO.</b>	<b>PAGE NO OF TENDER DOCUMENT</b>	<b>CLAUSE NO. OF TENDER</b>	<b>SUBJECT</b>	<b>DEVIATION</b>
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NOTE: Any deviations taken by the Tenderer to the stipulations of the tender document shall be brought out as per this format only and enclosed alongwith the offer

Any deviations not brought out in this Form and written elsewhere in the tender document shall not be recognized and the tender document shall not be recognized and the same is treated as null & void.

**(SEAL AND SIGNATURE OF TENDERER)**

## **I. SPECIAL CONDITIONS OF CONTRACT**

### **1.0 GENERAL:**

- 1.1 Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, Schedule of Rates specifications of work, drawings and any other document forming part of this contract wherever the context so requires.
- 1.2 Notwithstanding the sub-division of the document into these separate sections and volumes, every part of each shall be deemed to be supplementary of every other part and shall be read with and into the contract so far as it may be practicable to do so.
- 1.3 Where any portion of the General Conditions of contract is repugnant to or at variance with any provisions of the Special conditions of Contract, then unless different intention appears, the provision(s) of the Special Conditions of Contract shall be deemed to override the provision(s) of General Conditions of Contract only to the extent that such repugnance or variance cannot be reconciled with the tender conditions of contract and shall be to the extent of such repugnance of variations, prevail it being understood that the provisions of General Conditions of Contract shall otherwise prevail.
- 1.4 Wherever it is stated anywhere in this tender document that such and such a supply is to be effected or such and such a work is to be carried out, it shall be understood that the same shall be effected/carried out by the Contractor at his own cost, unless a different intention is specifically and expressly stated herein or otherwise explicit from the context.
- 1.5 The materials, design and workmanship shall satisfy the relevant Indian Standards, the job specifications contained herein & codes referred to. Where the job specifications stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied. In the absence of any Standard/Specifications/Codes of practice for detailed specifications covering any part of the work covered in this tender, the instructions/directions of Engineer-in-Charge will be binding on the Contractor.
- 1.6 The items given under Schedule of Rates shall be read in conjunction with scope of work scope of supply (by Owner as well as by Contractor) and job specifications and in case of any irreconcilable conflict between them the provision in the item under Schedule of Rates” will override the corresponding provision only if the scope of work, scope of supply and job specifications, which cannot be reconciled in such cases the decision of Engineer-in-Charge shall be final and binding on the Contractor.
- 1.7 In case of contradiction between Indian Standards, General Conditions of Contract, Special Conditions of Contract, Specifications Drawings, Schedule of Rates, the following shall prevail in order of precedence.

- i) Telefax of intent / Detailed Letter of intent along with statement of Agreed Variations and its enclosures.
- ii) Schedule of Rates and Quantities.
- iii) Special Conditions of Contract
- iv) Job Specifications
- v) Drawings
- vi) General Conditions of Contract
- vii) Indian Standard! Technical /Material Specifications

## **2.0 LOCATION OF SITE AND SITE PARTICULARS**

- 2.1 The site of work is located at New Delhi.
- 2.2 The intending Tenderer shall be deemed to have visited the site and familiarized himself thoroughly with the site conditions before submitting the tender. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the work in strict conformity with the drawings and specifications.

## **3.0 WATER AND POWER**

- 3.1 Water  
Contractor shall make his own arrangement for water at site. REC is not obliged to provide water to the contractor. However, Contractor may utilize the water facility available in the REC premises free of cost.

### **3.2 Power**

All installations/fixtures & fittings/cabling for construction power shall be in the scope of the Contractor without any additional cost to the Owner. REC is not obliged to provide power. However, Contractor may utilize the power facility available in the REC premises free of cost.

## **4.0 TIME SCHEDULE**

- 4.1 The time schedule is given separately in Appendix-I. The works shall be executed strictly as per the time schedule.
- 4.2 Monthly/weekly execution program will be drawn up by the Engineer-in-Charge jointly with the Contractor based on availability of materials, work fronts and the joint program of execution as referred to above. The Contractor shall scrupulously adhere to the

Targets/Programs by deploying adequate personnel, Construction equipment, Tools and Tackles and also by timely supply of required materials coming within his scope of supply as per contract. In all matters concerning the extent of target set out in the weekly/monthly program and the degree of achievement, the decision of the Engineer-in-Charge will be final and binding on the Contractor.

- 4.3 Contractor shall give every day category-wise labour and equipment report alongwith the progress of work done on previous day in the Proforma prescribed by the Owner.

## **5.0 SCOPE OF SUPPLY**

Owner does not envisage to supply any material for this work & Contractor has to arrange all materials at his own & the rates quoted shall deemed to include the same.

## **6.0 SCOPE OF WORK**

The scope of work for this work shall be as per Annexure-I.

## **7.0 SCHEDULE OF QUANTITIES/RATE**

- 7.1 The quantities shown against the various items are only approximate and may vary to any extent individually subject to relevant clause of General Conditions of Contract. Any increase or decrease in the quantities shall not form the basis for alteration of rates quoted and accepted including where low/high rates have been quoted by the successful Tenderer.
- 7.2 The Owner reserves the right to interpolate or extrapolate the rate for any new item of work not finding a place in the schedule of Rates, for similar items of lower and/or higher magnitude available in the schedule of Rates.
- 7.3 In case any activity though specifically not covered in Schedule of Rates description but the same is covered under scope of work/spec. /drawing etc. no extra claim on this account shall be entertained.

## **8.0 INCOME TAX**

Income tax at prevailing rate shall be deducted from the Contractor's bills as per Income Tax Act.

## **9.0 VAT ON WORKS CONTRACT/ TURNOVER TAX**

VAT on works Contract/ Turnover tax shall be deducted from the Contractors bill as per the prevailing rate in Delhi. However if at a later date due to any statutory amendment for any increase/ decrease i.e. variation in the VAT on works contract/ turnover tax, the actual VAT/ turnover tax paid by the Contractor will be reimbursed/ refunded subject to production of documentary evidence. It is however specifically noted that the Contractor shall pay VAT on all the purchases made by him for fulfilling his obligations under this contract and this should be included in the price quoted by him.

## **10.0 PRICE VARIATION**

- 10.1 Owner requires “FIRM PRICES FOR MATERIAL AND LABOUR’ during Contract period and no escalation shall be admissible on any account whatsoever. It is to be noted that no deviation on contract period requirements in this connection will be acceptable.

## **11.0 Measurements, Billing & Terms of Payment**

- 11.1 All works shall be measured in metric system based on actual work done as per the terms and conditions of the Tender document. Running Accounts bills based on schedule of rates shall be prepared and submitted based on joint measurements.

## **11.0 SECURED ADVANCE**

- 11.1 As per the decision of the Engineer-in-Charge, the secured advance for all imperishable items may be released. The contractor shall execute necessary indemnity/hypothecation bond as stipulated by the Engineer-in-charge.

The secured advance shall be released as below:

75% of the landed cost of imperishable materials on receipt at site and approval of the same by Engineer-in-charge.

- 11.2 The secured advance so paid shall be recovered from the contractor’s RA Bills proportionately to the extent that the concerned materials are incorporated in the works and billed for. Balance amount, if any, will be recovered in full from the final bill of the contractor.

## **12.0 MOBILIZATION ADVANCE : No mobilization advance shall be payable.**

## **13.0 Terms of Payment**

### **RA. Bills:**

- 75% of the recommended payments duly certified by the Engineer-in-charge within Fifteen (15) working days of the submission and acceptance of the bill.
- Balance 25% with in 30 days from submission & acceptance of bill.
- 75% of Secured advance bill shall be paid with in 15 days of submission and acceptance by Engineer-in-charge.

### **Final Bill:**

Within two (2) months of submission and acceptance of the final bill and as per terms and conditions of the contract.

#### **14.0 PAYMENT WITH-HELD**

14.1 The Engineer-in-Charge may cause to withhold or on account of subsequently discovered evidence, cause to nullify the whole or part of any certificate to such extent as may be necessary to protect the Owner from loss on account of:

##### **14.1.1 Defective work not remedied.**

14.1.2 Failure of the Contractor to make payments properly to sub-Contractors or for materials or labour of equipment.

14.1.3 Damage to another Contractor or sub-Contractor.

14.1.4 A reasonable doubt that the Contractor intends to leave work items incomplete.

14.15 Failure to provide samples, shop drawings, models or charts as called for.

#### **15.0 DEDUCTIONS FOR INCORRECT WORK:**

15.1 If the Engineer-in-Charge deems it expedient to correct work damaged or not done in accordance with the contract, an equitable deduction from the contract price shall be made thereof and the decision of the Owner shall be final.

#### **16.0 DECLARATION TO BE FURNISHED IN RESPECT OF TENDERER'S ORGANIZATION**

16.1 Tenderer shall have to submit a declaration whether he is a relative of any Director of OWNER or the Tenderer is a firm in which Director of Owner or his relative is a partner in his organization or the Tenderer is a Private Company in which Director of Owner is a member or Director, alongwith his offer. Such declaration is a must for considering the offer of the Tenderer.

#### **17.0 CONTRACT DRAWINGS**

17.1 Drawings forming part of the contract are listed under Tender Document Part-II. Other drawings and details issued and shop drawings approved during the currency of the contract shall also form part of the contract.

The Contractor shall keep at least one copy each of drawings, conditions of contract, specifications, instructions and schedule of quantities at the site of works available for reference by any authorized representative of Owner/Engineer-in-Charge, at all times during the progress of the works. The drawings shall be displayed and arranged as directed by the Engineer-in-Charge.

#### **18.0 CONSTRUCTION EQUIPMENT AND SITE ORGANIZATION**

##### **18.1 Construction Equipment**

The Contractor shall without prejudice to his overall responsibility to execute and complete the work as per specifications and Time Schedule, progressively deploy

adequate equipment and tools and tackles and augment the same as decided by the Engineer-in-Charge depending on the exigencies of the work so as to suit the construction schedule. The Tenderer shall submit a list of construction equipment he proposes to deploy for the subject work alongwith deployment schedule. No construction equipment shall be supplied by the Owner.

## **18.2 Site Organization**

Subject to the provisions in the tender document and without prejudice to Contractor's liabilities and responsibilities to provide adequate qualified and skilled personnel on the work, Contractor shall deploy site organization and augment the same as decided by the Engineer-in-Charge depending on the exigencies of work.

The Tenderer shall submit the details of minimum site organization proposed by him, as per Forms given in the tender document.

## **19.0 PROVIDENT FUND**

19.1 The Contractor should strictly comply with the provision of the Employees Provident Fund Act.

19.2 It is to be noted that the subject contract would be awarded only to those agencies who have fulfilled the following requirements: -

- a) Obtained license under Contract Labour (Abolition and Regulation) Act 1970.
- b) PP. Registration Number allotted to them by RPFC.
- c) The agencies should promptly deposit P.F. deduction of the eligible contract employees plus the employers' contribution to the RPFC. For this purpose agency must submit a certificate in their Bill that PF amount has been deducted from the eligible employees and alongwith the employers' contribution has been deposited with RPFC. In support of this the agency must furnish the challan/ receipt for the payment made to RPFC for the earlier months.

19.3 If the certificate and the challan/ receipt referred to in clause 19.2 (c) above are not furnished the Finance & Accounts Dept. Of Owner will deduct 16% (Sixteen Percent) of the amount of the Contractor's bill and retained deposits may only be refunded to the Contractor on production of the challan/ receipt.

19.4 Contractor's quoted rate should include the royalty on different applicable items as per the prevailing State Government rates. In case, owner is able to obtain the exemption of Royalty from the State Government, the Contractor shall pass on the same to owner for all the items involving Royalty. Any increase in prevailing rate of Royalty shall be borne by the Contractor at no extra cost to the owner.

## **20.0 LABOUR LAWS**

20.1 The Contractor shall obtain necessary license from the Licensing Authority under the Contract Labour (Regulation & Abolition) Act, 1970 and the Central Rules framed

thereunder and produce the same to the Engineer-in-charge before start of work.

- 20.2 The Contractor shall not undertake or execute permit any other agency or sub-contractor to undertake or execute any work on the Contractor's behalf through contract labour except under and in accordance with the license issued in that behalf by the Licensing Officer or other authority prescribed under the Factories Act or the contract labour (Regulation & Abolition) Act 1970 or their applicable law, rule or regulation, if applicable.
- 20.3 The provision of EPF & MP Act, 1952 and the Rules! Scheme thereunder shall be applicable to the Contractor and the employees engaged by him for the work. The Contractor shall furnish the code number allotted by the RPFC Authority to the Engineer-in-charge before commencing the work.
- 20.4 The Contractor shall be exclusively responsible for any delay in commencing the work on account of delay in obtaining a license under clause 20.1 above or in obtaining the code number under Clause 20.3 above and the same shall not constitute a ground for extension of time for any purpose.
- 20.5 The Contractor shall enforce the provisions of ESI Act and Scheme framed thereunder with regard to all his employees involved in the performance of the Contract, and shall deduct employee's contribution from the wages of each of the employees and shall deposit the same together with employer's contribution of such total wages payable to the employees in the appropriate account.

## **21 LABOUR RELATIONS**

- 21.1 In case of labour unrest labour dispute arising out of non-implementation of any law, the responsibility shall solely lie with the Contractor and he shall remove/resolve the same satisfactorily at his own cost and risk.
- 21.2 The Contractor shall deploy only duly qualified and competent personnel for carrying out the various jobs as assigned by the Engineer-in-charge from time to time. The workmen deployed by the Contractor should also possess the necessary license etc. if required under any law, rules and regulations.

## **22.0 CONTRACTOR'S LABOURERS TO LEAVE SITE ON COMPLETION OF THE WORK**

- 22.1 The Contractor's labourers must leave the location of the project Site/ Township after the work is tapered/ completed to avoid creation of a -slum in the areas adjoining the Project/ Township.

## **23.0 DEFECT LIABILITY PERIOD**

Defect Liability Period shall be as per Clause 4.24 of General Conditions of Contract

## **24.0 QUALITY ASSURANCE**

Tenderer shall include in his offer the Quality Assurance Program containing the overall quality management and procedures, which is required to be adhered to during the execution of contract. After the award of the contract, detailed quality assurance program to be followed for the execution of contract under various divisions of works will be mutually discussed and agreed to.

The Contractor shall establish document and maintain an effective quality assurance system as outlined in recognized codes.

Quality Assurance System plans/procedures of the Contractor shall be furnished in the form of a QA manual. This document should cover details of the personnel responsible for the quality assurance, plans or procedures to be followed for quality control in respect of design, engineering, procurement, supply, installation, testing and commissioning. The quality assurance system should indicate organizational approach for quality control and quality assurance of the construction activities at all stages of work at site as well as at manufacturer's works and dispatch of materials.

The Owner or their representative shall reserve the right to inspect/witness; review any or all stages of work at shop/site as deemed necessary for quality assurance.

## **25.0 TAXES, DUTIES, OCTROI, LEVIES ETC.**

The **quoted** prices shall be deemed to be inclusive of all taxes, duties, octroi, levies etc. till the completion of the contract and Contractor shall not be eligible for any compensation on this account.

## **26.0 TESTS AND INSPECTION**

The Contractor shall carry out the various tests if required by Engineer-in Charge as enumerated in the Technical Specification of this tender and technical documents that will be furnished to him during the performance of the work at no extra cost to the Owner.

All the tests either on the field or at outside laboratory concerning the execution of the work and supply of materials by the Contractor shall be carried out by the Contractor at his own cost..

The work is subject to inspection at all times by the Engineer-in-charge The Contractor shall carry out all instructions given during inspection and shall ensure that the work is being carried out according to the technical specifications of this tender, the technical documents that will be furnished to him during performance of work and the relevant codes of practice.

The Contractor shall provide for purpose of inspection access ladders, lighting, equipment for testing, necessary instruments etc. at his own cost including low voltage lighting equipment for tray fixing and inspection work

All results of inspection and test will be recorded in the inspection reports, proforma of which will be approved by the Engineer-in-charge. These reports shall form part of the Completion Documents. Any work not conforming to the execution drawings, specifications or codes shall be rejected and the Contractor shall carry out the rectification at his own cost.

## **27.0 EMPLOYEES STATE INSURANCE ACT**

27.1 The Provision made in this tender document towards employees state insurance Act **1948** as amended from time to time shall remain part of tender if applicable.

## **28.0 CONCILIATION/ARBITRATION**

If any dispute(s) or difference (s) of any kind whatsoever arise between the Parties, the Parties hereto shall negotiate with a view to its amicable resolution and settlement through a committee appointed by CMD, REC.

In the event no amicable resolution or settlement is reached between the parties within 30 days after receipt of notice by one party, then the disputes or differences as detailed above shall be referred to and settled by the Sole Arbitrator to be appointed by CMD, REC.

Notwithstanding the existence or any dispute or difference and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of the work under the contract with due diligence and expedition in a professional manner and the payment due to the Contractor shall not be withheld on account of such difference of arbitration proceedings unless such payment is a subject matter of the arbitration.

The arbitration proceedings shall be in accordance with the prevailing Arbitration and Conciliation Act, 1996 and Laws of India as amended or enacted from time to time.

The venue of the arbitration shall be New Delhi, India. The fee & other charges of Arbitrator shall be determined by the arbitrator in terms of the Act and shall be shared equally between the parties.

The arbitrator will give the speaking and the reasoned Award. The parties will not be entitled to any pendente-lite interest during arbitration proceedings.

## **29.0 APPLICABLE LAW & JURISDICTION**

All matters connected with this shall be governed by the Indian Law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at Delhi.

## **30.0 COMPLETION DRAWINGS:**

On completion of the work, the Contractor shall submit **AS BUILT DRAWINGS** for the complete work in his scope in 3 sets and one set in electronic form.

**APPENDIX-I**

**IV. TIME SCHEDULE**

Description of Work

Time of completion of work – 90 days

NOTE.

Time of commencement shall be reckoned from the seventh day of issue Letter of Acceptance or handing over of site, whichever is issued earlier

2. The time indicated above is for completing the works in all respects as per design, drawings, specifications and instruction of Engineer-in-charge

**(SEAL AND SIGNATURE OF TENDERER)**

## APPENDIX-II

### V. SCHEDULE OF FISCAL ASPECTS

1.	Earnest money to be deposited	<b>Rs. 40,000/-</b>
2.	Possession of site	Immediate on award of contract
3.	Time of completion	As per Appendix-I (Max. 90 days)
4.	Liquidated damages per week for	0.5% of the contract value (inclusive of Non-completion of work in time Sundays & Holidays) per week, or part thereof to a Maximum of 10% of the Contract Value.
5.	Minimum interval between Submission	Monthly of interim bills
6.	Security Deposit	Refer Clause 3.4 of GCC
7.	Performance Bank Guarantee	10% of Contract Value
7.	Payment of RA Bills	75% of the recommended payments duly certified by Engineer-in-Charge within fifteen (15) working days of Submission and acceptance of the bill. Balance 25% within 30 days from Submission and acceptance of the bill.
8.	Period of submitting final bill	Within two (2) months from the date of submission and acceptance of the final bill.
9.	Release of Security Deposit	After expiry of defect liability period
10.	Defects Liability Period	12 (twelve) months from the date of Virtual completion.
11.	Insurance etc.	Insurance covers as required under clause mentioned in condition of contract.

(SEAL AND SIGNATURE OF THE CONTRACTOR)

## **TECHNICAL SPECIFICATION (INTERIOR WORKS)**

## **Annexure-I**

1. Materials shall be of the approved quality best obtainable. A list of materials of approved brand(s) and Manufacturer(s) is indicated in the Annexure. Testing of materials of approved brand(s) may have to be done at the discretion of Engineer-in-Charge. The cost to be borne by the Contractor.

In case, for some reason or other materials are required to be obtained from any manufacturer other than those listed then prior approval from Engineer-in-Charge will be necessary supported by a relevant test certificates qualifying the required standard. Further tests as directed by the Engineer-in-Charge shall also be carried out by the Contractor at their own cost, if required.

2. Samples of all materials including the sources shall be got approved before placing order and the approved sample shall be carefully preserved in an appropriate manner at the site office for verification from time to time.
3. For standard bought out items, the sizes manufactured by the firms listed, shall prevail when there is discrepancy in the sizes mentioned in the schedule without any financial adjustment.
4. Materials shall be tested in any approved Testing Laboratory conforming to the requirements and frequency indicated in the list of Mandatory test. The test certificate in original shall be submitted to the Engineer-in-Charge and entire charges connected with testing including charges for repeated tests if ordered, shall be borne by the Contractor.
5. It shall be obligatory for the Contractor to furnish certificates, if demanded by the Engineer-in-Charges, from the manufacturer or the material supplier that the work has been carried out by using their material and as per their recommendations.
6. All materials supplied by the Contractor shall be properly stored and the Contractor shall be responsible for its safe custody until they are required on the works and till the completion of work.
7. The Contractor without any extra cost shall provide all equipment and facilities for carrying out field tests on materials.
8. Unless otherwise shown on the drawings or mentioned in the Schedule of quantities, the quality of materials, workmanship, dimensions etc. shall be followed as per CPWD specifications. Items for which CPWD specification is not available, specifications of the manufacturer shall be followed.