

**AUDITORIUM FOR MINISTRY OF EARTH SCIENCES HEADQUARTER BUILDING  
AT LODHI ROAD-NEW DELHI**

**TENDER DOCUMENT**

<b>NAME OF WORK</b>	<b>INTERIOR AND FURNITURE SUPPLY FOR AUDITORIUM</b>	
<b>TENDER NUMBER</b>	<b>MoES/3/9/2006-Genl.</b>	
<b>ESTIMATED COST</b>	<b>Rs.90.00 lacs</b>	
<b>EARNEST MONEY</b>	<b>Rs.2.5 Lacs</b>	
<b>DATE OF SALE OF TENDER</b>	<b>5<sup>th</sup> May, 2011</b>	<b>upto 11.00 a.m.</b>
<b>DATE OF PRE BID MEETING</b>	<b>5<sup>th</sup> May, 2011</b>	<b>3.00 p.m.</b>
<b>DATE OF RECEIPT OF TENDER</b>	<b>16<sup>th</sup> May, 2011</b>	<b>11:00am</b>
<b>DATE OF OPENING OF TENDER</b>	<b>16<sup>th</sup> May, 2011</b>	<b>03.00 p.m.</b>
<b>COMPLETION PERIOD</b>	<b>3 MONTHS (THREE MONTHS)</b>	

**Govt. of India Ministry of Earth Science**  
Mahasagar Bhavan, Block-12, CGO Complex, Lodhi Road, New Delhi-110003  
Website : [www.moes.gov.in](http://www.moes.gov.in)

**NOTICE INVITING TENDER**

Sealed tenders are invited on behalf of **Ministry of Earth Sciences** for the following works in **Ministry of Earth Sciences, Headquarter Building, Lodhi Road, New Delhi-110001** from approved Contractors with state PWD, CPWD, other Govt./Public/Private Undertaking, etc. by the undersigned. Earnest money is required in the form of Demand Draft from any Scheduled bank in favour of **DDO, Ministry of Earth Science**.

Tender document shall be available for sale at **Ministry of Earth Science, Mahasagar Bhavan, Block-12, C.G.O. Complex, Lodhi Road, New Delhi 110003** on payment of Rs 2500/- (separately for each document) by A/c Payee Demand Draft in favour of DDO, MoES. The Tender documents can also be downloaded from our website: [www.moes.gov.in](http://www.moes.gov.in). All tenderers that submit downloaded tenders must attach DD of Rs.2500/- with each tender document in favour of **DDO, Ministry of Earth Science**. The Tender can be collected on all working days upto 5<sup>th</sup> May, 2011 by 11.00 a.m. Last Date of Receipt of filled Tender is on 16<sup>th</sup> May, 2011 up to 11.00 AM.

The Tender shall be on two bid system, where techno-commercial details shall be put into envelop No. (1) and price bid shall be put in to the envelop No. (2) Both these envelopes after being sealed properly shall be put into envelop No. (3) which should be properly sealed, before it is put into the tender box. Envelop No.1 shall contain all details about experience, qualifications document, income tax clearance, etc. Tenderers who do not qualify the pre qualification shall be summarily rejected and their price bids shall not be opened. Competent Authority can reject any or all tender without assigning any reason. If the date of receipt/opening of tender is declared as holidays, the same shall be receive / opened on the next working day.

S.No	Name of Work	Est Cost	Earnest Money	Sale Period	Date/Time for Recpt of Tender	Date/Time for Opening of Tender
1	Acoustic works for Auditorium at MOES , Headquarter Building , Lodhi Road	65.0 Lacs	1.75 Lacs	05.05.11	16.05.2011 upto 11:00am	16.05.2011 03:00pm
2	Electricals and Sound Projection for Auditorium at MOES , Headquarter Building , Lodhi Road	35.0 Lacs	1.0 Lacs	05.05.11	16.05.2011 upto 11:00am	16.05.2011 03:00pm
3	Interior and Furniture for Auditorium at MOES , Headquarter Building , Lodhi Road	90.0 Lacs	2.5 Lacs	05.05.11	16.05.2011 upto 11:00am	16.05.2011 03:00pm

## LETTER INVITING TENDER

Ref. No.

Date:

To

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**NAME OF WORK :** INTERIOR AND FURNITURE SUPPLY WORKS FOR AUDITORIUM AT  
MOES HEADQTR. BUILDING.

**TENDER NO : MOES/3/9/2006-Genl.**

Dear Sir,

Sealed tenders are invited on behalf of **Ministry of Earth Sciences** for the work as detailed below.

1.0 **NAME OF WORK**

**INTERIOR AND FURNITURE SUPPLY WORKS FOR AUDITORIUM**

2.0 **EARNEST MONEY DEPOSIT**

**Rs 2.5 Lacs** This shall be in form a Demand Draft in favour of **DDO, Ministry of Earth Sciences**, from a Nationalized or a Scheduled Bank. Any Tender not accompanied by Earnest Money will be rejected. .

3.0 **TIME SCH EDULE:** 90 days reckoned from the third day of Issue of Fax of Intent/ Letter of Acceptance, whichever is earlier.

4.0 **SUBMISSION OF OFFERS**

4.1 Tender shall be submitted in a sealed cover superscribed with the following information:

- **TENDER NO:MOES/3/9/2006-Genl.**
- Name of the project and due date.
- This shall contain separately sealed three no. envelopes superscribed as below:

Envelope 1 : **Techno Commercial + EMD**

Envelope 2 : **Price -Bid**

Envelope 3 : **Envelop 1 & 2**  
**SUPERSCRIBING AS BELOW:**

**TENDER NUMBER**  
**NAME OF WORK**  
**DATE OF SUBMISSION**

4.2 ENVELOPE 1 of offer shall contain **Earnest Money Deposit** in a sealed envelope as specified in clause 2.4.1 of GCC and TECHNICAL BID schedule issued herewith, with all data filled in and no conditions.

4.3 ENVELOPE 2 of offer shall contain only the **PRICE BID**, with all rates and amounts filled in and no conditions. No corrections are permitted. All corrections in quoted prices must be stamped and signed. Any conditions mentioned in PRICE BID shall not be taken into account. Covering

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

4.4 **MINISTRY OF EARTH SCIENCES** 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: 16<sup>th</sup> May, 2011 upto 11:00 A.M.**

6.0 **OPENING OF TENDERS** Tenders shall be opened at 3.00 PM on 16<sup>th</sup> May, 2011 in the presence of attending Tenderers Authorized representatives. **Envelop 1** shall be opened first and EMD and Technical Qualifications shall be evaluated by the TEC (Technical Evaluation Committee) as per guidelines mentioned in Instructions to Tenderers. Those who meet the requirements as per the Technical Bid only their Price Bid will be opened separately on date chosen by the TEC( Tender Evaluation Committee) & the successful bidder will be informed of the same.

7.0 **PLACE OF SUBMISSION**: Tenders to be dropped at Drop Box titled **TENDER No: MOES/3/9/2006-Genl.** At Ground Floor, **Ministry of Earth Sciences, Mahasagar Bhawan, Block12, CGO Complex, Lodhi Road, New Delhi-110003**

8.0 **MINISTRY OF EARTH SCIENCES** reserves the right to accept or reject any or all tenders in part or in total without assigning any reason thereof.

Thanking you,  
Very truly yours,

**MINISTRY OF EARTH SCIENCES**

Encl.: -As above



## **SUBMISSION OF OFFER**

From:

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 as per clause 2.4.1 of GCC for an amount of **2.5 Lacs** valid upto successful completion of defect liability period.

Our offer shall remain valid for acceptance for a period of two months from the date of opening of tender

Very truly yours,

### **(Seal and Signature of the Tenderer)**

Full Name \_\_\_\_\_ Title &

Capacity\_\_\_\_\_

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

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

## **INSTRUCTIONS TO TENDERER**

### **1.0 SITE INFORMATION**

The work involves INTERIOR AND ACOUSTICAL TREATMENT FOR AUDITORIUM AT MOES, HEADQUATER BUILDING ON LODHI ROAD, NEW DELHI.

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

- 2.1 All details as mentioned in Clause 3.0 below in two copies (one original + 1 copies) including original tender document and addendum (if any), which shall be submitted in one copy only.
- 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 MOES 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 alongwith Earnest Money as stipulated in the Notice Inviting Tender. Earnest Money shall be accepted only in the form given in clause 2.4.1 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 superscribed as below:

#### **ENVELOPE 1 – EMD + TECHNICAL BID**

EMD shall be submitted in the form of a Demand Draft from a Nationalized/ Scheduled Bank drawn in favour of **DDO, Ministry of Earth Sciences**

#### **TECHNICAL BID**

This part shall contain ORIGINAL Tender Documents duly filled in as required, but without price i.e. Schedule of Rates should not be filled in alongwith this part, all covering letters, and technical details, etc. shall be submitted in 2 copies.

- a) Details of similar work executed in last three (3) years in the Proforma given on page 55 of this document with names and postal address of Clients alongwith copies of Letters of Intent, work orders and other documents in evidence of award of work to the Tenderer.
- b) List of equipments/ tools & tackles proposed to be deployed for this work in the Proforma given in Tender Document on page 57.
- c) Site Organization chart with biodata of key personnel & Ministry. Details of progressive built-up envisaged & skilled personnel at site as per Proforma given on page 58
- 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 Proforma given on page 56.

- e) Information about Tenderer in the Proforma given on page 60 of the tender document.
- f) Power of Attorney in the name of person(s) who has/have signed the Tender Documents.
- g) Partnership deed in case of partnership firm or Memorandum and Article of Association in case of limited Company.

- h) Scoring for TECHNICAL bid:

All Technical bids shall be given scores out of 100: breakup as follows:

- 40 points for Previous experience.
- 30 points for Equipment, tools and tackles.
- 30 points for Timechart for project completion.

Firms scoring **75+ points** will only be allowed to go forward.

## **ENVELOPE 2-PRICE BID**

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 3 months (three months) from the date of opening of the Tenders. The Tenderers shall not be entitled during the said period of three months, without the consent in writing of the

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 SECURITY DEPOSIT:** The EMD submitted by the successful bidder shall be retained as a security deposit. The security deposit shall be retained till the successful completion of defect liability period.

**7.0 STIPULATIONS AND DEVIATIONS TO TENDER CLAUSES:**

7.1 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) Defect Liability Period and latent Defects
- c) Schedule of Rates
- d) Termination
- e) Time Schedule

**8.0 MINISTRY OF EARTH SCIENCES** 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 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. **MINISTRY OF EARTH SCIENCES** reserves the 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 by Detailed letter of Intent. Until the final contract documents are prepared and executed this tender document together with the annexed documents, modifications, deletions agreed upon by the **MINISTRY OF EARTH SCIENCES** and Bidders acceptance thereof 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) The detailed letter of Acceptance 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 **MINISTRY OF EARTH SCIENCES** and the Tenderer prior to issue of telegram/ Telex 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 page 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.	Acknowledgement letter	Tenderer to confirm that Acknowledge letter to receipt of this tender with confirmation to participate in the subject tender had been submitted by them within 1 week of receipt of tender.	Yes ( ) No ( )
3.	Tender Security EMD	Tenderer to confirm that EMD has been submitted by them as per following details 1. By Demand Draft No. -----Dt.----- -----Drawn on -----Bank ----- -----Branch -----For Rs.2.5lakhs	Yes ( ) No ( )
4.	Validity	Confirm that your offer is valid for three months from date of opening of unpriced part.	
5.	Proforma enclosed with the tender document	Confirmed that the following Proforma has been submitted.	
5.1		Past experience details	
5.2		Present commitments	
5.3		Financial details Also confirm that following details have been submitted along with Proforma on page 71 of tender document: 1. Balance Sheet for the last three years. 2. Solvency Certificate	
5.4		Deployment schedule of supervisory personnel.	
5.5		Deployment list of construction equipment	
5.6		Information about Tenderer	
5.7		Curriculum vitae	
5.8		Exceptions & Deviations, if applicable.	
6.	Addendum Corrigendum if any	This shall be submitted along with original offer duly signed and stamped on each page as token of acceptance.	
7.	Original Tender Document	Original copy of Tender Document duly signed & stamped on each page shall be submitted in unpriced part.	
8.	Power of Attorney	Power of Attorney in the name of person signing the Tender.	
9.	Unpriced part	All above details shall be submitted in unpriced part in 2 copies. (One original + 1 copy).	

11.	Price Part	Original Tender Document and addendum as mentioned under Sl.No.7 & 8 above shall be submitted in one copy only. Price shall be submitted in a separate sealed envelope superscribing Price bid . 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. Price shall be submitted in a separately sealed envelope. Price shall be filled in words & figures as well & all the pages shall carry amount total.	
12	Proforma enclosed with tender document	Compliance to Various technical specification / schedule of quantities as per Proforma on page 73.	
13	Time schedule	As per <b>Appendix-I</b>	Yes No
14.	Original Tender Document	Original Tender Document along with drawing duly signed and stamped on each page.	

**GENERAL CONDITIONS**  
**OF**  
**CONTRACT**



## **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 **MINISTRY OF EARTH SCIENCES**.

THE "CONTRACTOR" SHALL MEAN THE PERSON OR THE PERSONS, FIRM OR COMPANY WHOSE TENDER HAS BEEN ACCEPTED BY MINISTRY OF EARTH SCIENCES AND INCLUDES THE CONTRACTOR, S LEGAL REPRESENTATIVES, HIS/THEIR SUCCESSORS AND PERMITTED ASSIGN.

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

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 Ministry 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 Ministry 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 Ministry and such other drawings as may, from time to time be furnished or approved in writing by the Ministry.

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

The "Alteration Order" means an order given in writing by the Ministry 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 Ministry 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 as per the terms and conditions of agreement made between the Ministry and the tenderer.

"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 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, scaffolding, staging propping and labour etc. for the execution and maintenance of work till completion. All materials that go with the work shall be approved by Ministry prior to procurement and use.

### **2.0.0 GENERAL INSTRUCTIONS TO TENDERERS**

#### **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 tenders 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) Sales Tax / VAT Clearance Certificate in original or true copies duly attested by Government Gazetted Officer.
- e) Information regarding Tenderer in the Proforma enclosed.
- f) 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 the Ministry and his interpretations regarding correction shall be final and binding on Contractor.

### **2.2.2 All pages to be initialled**

All signatures in tender documents shall be dated as well. All pages of tender documents shall be initialled with seal of the organization/bidders 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

2.4.2 The Earnest Money of the unsuccessful Tenderer(s) will be refunded within 30 days of 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.

### **2.5.0 VALIDITY**

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

### **2.5.0 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 the **MINISTRY OF EARTH SCIENCES** 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 the **MINISTRY OF EARTH SCIENCES** as acknowledgment of receipt of the addendum. All addenda issued by the **MINISTRY OF EARTH SCIENCES** 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**

The EMD of the Person/ Company whose tender may be accepted (hereafter called the Contractor) shall be retained as the security deposit towards the project. The same shall be retained till successful completion of defect liability period.

## **2.9.0 TIME SCHEDULE**

The time allowed for carrying out the job is as shown in **Appendix-1**. This shall be signed and submitted along with the tender.

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

The Tenderer shall visit the site and acquaint himself 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 SIGNING OF THE CONTRACT**

The successful Tenderer shall be required to execute an agreement in the Proforma attached with this tender document within 7 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 will be forfeited and the acceptance of the tender shall 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 Ministry 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 the 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 SECURITY DEPOSIT**

3.4.1 In the form of Account Payee Demand Draft in favour of DDO, Ministry of Earth Sciences of Amount equal to 2.5 lakh rupees. The Security deposit shall be returned within two week of successful completion of defect liability period (12 months after virtual completion) and issuance of completion certificate from Ministry of Earth Sciences.

### **3.5.0 TIME OF PERFORMANCE**

3.5.1 The work covered by this contract shall be commenced within three days after issue of award letter on acceptance of offer by the tenderer 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. 3.6.0 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 Ministry within seven days of the issue of Letter of Intent or Acceptance of tender, which shall be strictly adhered to. The Ministry may at his discretion modify this program after review from time to time.

### **3.6.0 FORCE MAJEURE**

Any delay in or failure of performance of either party hereto shall not constitute default hereunder or give to any claims for damages if and to the extent such delays or failure of performance is caused by occurrence such as Acts of God or the Public enemy; expropriation or confiscation of facilities by Government authorities, compliance with any order or request of any Governmental authority, acts of way, rebellion or sabotage or damage resulting therefrom, fires, floods, explosion, riots or illegal strikes. The Contractor shall keep record of the circumstances referred to above which are responsible for causing delays in the completion of work and bring these to the notice of the Ministry.

### **3.7.0 EXTENSION OF TIME**

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 Ministry within ten days of the date of the hindrance on account of which he desires such extension as aforesaid and the Ministry shall, if in his opinion (which shall be final) reasonable

grounds have been shown therefore authorizes such extension of time as may in his opinion be necessary or proper.

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

All sums payable by way of compensation 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**

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 of the Contractor and to sell government securities, etc. forming whole part of such security. In the event of the security 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 instalments) 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 Ministry shall be conclusive evidence) in which case the security deposit 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 Ministry 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 Ministry 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 Ministry 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 or from his security deposit or from the proceeds of sale thereof or a sufficient part thereof.
- d. 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 Ministry 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 3.10.0**

In any case in which any of the powers conferred upon Owner by clause 3.10.0 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 preceding 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 Ministry whose certificate thereof shall be final, otherwise the Ministry 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 Ministry 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 Ministry 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 pay the dues to the contractor as certified by the engineer in chief at that stage. However in case of non compliance of prescribed standards 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 CONTRACTOR'S OFFICE AT SITE**

The Contractor shall provide and maintain an office at the site for his agent and staff and such office shall be open at all reasonable hours to receive instruction notices or other communications.

### **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 Ministry in original.
- b) Contractor's fields staff strength: The Contractor shall provide to the satisfaction of the Ministry 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 Ministry 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 Ministry 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 behaviour 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 Ministry upon any matter arising under this clause shall be final.
- d) If and whenever any of the Contractor's or Sub-Contractor's agents, sub agents, assistants, foremen, or other employee shall in the opinion of Ministry be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that in the opinion of the Ministry, 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 Ministry, 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 Ministry. 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 's 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 Ministry.
- b) The Ministry 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 Ministry 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 Ministry 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 Ministry 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 Ministry is not accordance with the contract documents the Ministry 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 Ministry 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 Ministry 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 Ministry 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 Ministry.

- 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 time schedule, or
- c) Substantially suspend work or the works for a period of fourteen days without authority

from the Ministry, or

- d) Fail to carry on and execute the works to the satisfaction of the Ministry, 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 the contract for fourteen days, after notice in writing shall have been given to the Contractor by the Ministry 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 thereof 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 Ministry 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 Ministry 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 Ministry 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 thereof out of the proceeds of the sale.

### **3.20.0 MAIN CONTRACTOR'S RESPONSIBILITY WITH THE MECHANICAL, ELECTRICAL, INTERCOMMUNICATION SYSTEM, AIR-CONDITIONING CONTRACTORS 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 mechanical, electrical, air-conditioning 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 site grading, filling and levelling, civil, electrical and mechanical engineering, 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 RIGHTS OF VARIOUS INTERESTS**

3.23.1 Owner reserves the right to distribute the work between more than one Contractor. The Contractor shall cooperate and afford other Contractor reasonable opportunity for access to the works for the carriage and storage of materials and execution of their works.

3.23.2 Wherever the work being done by any department of Owner or by other Contractors employed by Owner the respective rights of the various interests involved shall be determined by the Ministry to secure the completion of the various portions of the work in general harmony.

### **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 Ministry 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 Ministry 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 Ministry 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.

### **3.25.0 PATENTS, ROYALTIES AND LIENS**

3.25.1 The Contractor, if licensed under any patent covering equipment, machinery, materials compositions of matter to be used or supplied or methods and processes to be practiced or employed in the performance of this contract, agrees to pay all royalties and license fees which may be due with respect thereto, If any equipment, machinery, materials, composition of matters, to be used or supplied or methods or processes to be practiced or employed in the performances of this contract is covered by a patent, then the Contractor, before supplying or using the equipment machinery, materials, composition, method or process, shall obtain such licenses and pay such royalties and license fees as may be

necessary for performance of this contract. In the event the Contractor fails to pay any such royalty or obtain any such license any suit for infringement of such patents which is brought against the Contractor or Owner as a result of such failure will be defended by the Contractor at his own expenses and the Contractor will pay any damage and costs awarded in such suit. The Contractor shall promptly notify Owner if Contractor has acquired knowledge of any plant under which a suit for infringement could be reasonably brought because of the use by Owner of any equipment, machinery, materials, composition, process, methods to be supplied hereunder.

3.25.2 The Contractor agrees to and does hereby grant to Owner together with the right to extend the same to any of the subsidiaries of Owner as irrevocable, royalty-free license to use in any country: any invention made by the Contractor or his employee in or as a result of the performance of the work under the contract.

3.25.3 Owner shall indemnify and save harmless the Contractor from any loss of account of claims against Contractor for the contributory infringement of patent rights arising out and based upon the claim the use by Owner of the process included in the design prepared by Owner and used in the operation of the plant infringes on any patent rights. With Contractor pursuant to the provisions of the relevant clause hereof the Contractor shall obtain from the sub-Contractor an undertaking to provide Owner with the same patent protection that Contractor is required to provide under the provisions of this clause.

3.25.4 All drawings, blue prints, tracings, reproducible, models, plans, specifications and copies thereof furnished by Owner as well as all drawings, tracings, reproducible, plans, specification, design, calculations etc. prepared by the Contractor for the purpose of execution of works covered in or connected with this contract shall be the property of Owner and shall not be used for any other work but are to be delivered to Owner at the completion of the contract.

3.25.5 Where so desired by Ministry, the Contractor agrees to respect the secrecy of any documents, drawings etc. issued to him for the execution of this contract, and restrict access to such documents. Drawings etc. to the minimum and further, the Contractor agrees to execute an individual SECRECY agreement from each or any person employed by the Contractor having access to such documents, drawings etc. In any event the Contractor shall not issue drawings and documents to any other agency or individual without the written approval by Ministry.

#### 3.25.6 **LIENS**

a) If, at any time, there should be evidence of any lien or claim for which Owner might have become liable and which is chargeable to the Contractor, Owner shall have the right to retain out of any payment then due or thereafter becomes due an amount sufficient to completely indemnify Owner against such lien or claim and if such lien or claim be valid Owner may pay and discharge the same and deduct the amount so paid from any money which may be or may become due and payable to the Contractor, If any lien or claim remaining unsatisfied after all payments are made, the Contractor shall refund or pay to Owner all moneys that the latter may be compelled to pay in-discharging such lien or claim including all costs and reasonable expenses.

b) The final payment shall not become due until the Contractor delivers to the Ministry as complete release or waiver of all liens arising or which may arise out of this agreement or receipts in full or certification by the Contractor in a form approved by Ministry that all invoices for labour, materials and services have been paid in lien thereof and if required by the Ministry in any case, an affidavit that so far as the Contractor has knowledge or information the releases and receipts include all the labour and material for which a lien

could be filled.

- c) Contractor will indemnify and hold Owner harmless for a period of two years after the issue of final certificate from all liens and other encumbrances against Owner on account of debts or claims alleged to be due from the Contractor or his sub-Contractor to any person including Sub-Contractors and on behalf of Owner will defend at his own expenses any claim or litigation in connection therewith Contractor shall defend or contest at his own expenses any fresh claim or litigation brought against Owner or the Contractor by person including even after the expiry of two years from the date of issue of final certificate.
- d) Contractor shall indemnify and save harmless Owner from and against all actions, suits proceedings, losses, costs damages, charges claims and demands of every nature and description brought or recovered against Owner by reason of any act or omission of the Contractor, his agents or employees in the execution of the work or in regarding the same. All sums payable by way of compensation to be applied to the use of Owner without references to the actual loss or damage sustained and whether or not any damage shall have been sustained.
- e) **PUBLICITY**  
  
Contractor will not disclose details of the work to any person or persons except those engaged in its performance, and only to the extent required for the particular portion of the work being done. Contractor will not give any items concerning details of the work to the press or a news dissemination agency without prior written approval from Ministry. Contractor shall not take any picture on site without specified written approval of Owner representative.

### 3.25.0 **OPERATION OF CONTRACT**

#### 3.26.1 **LAW GOVERNING**

Regardless of the place of contracting, place of performance or otherwise, this agreement, and all amendments modifications, alterations, or supplements thereto shall be governed by the law of 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**

#### 4.1.0 **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 Ministry 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 Ministry.
- 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 Ministry. The written instructions regarding any particular job will normally be passed by the Ministry 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 Ministry.

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

- 4.3.1 Work has to be executed during normal working hours on weekdays only. Normally work in the night, on Sunday and other holidays observed by Owner will not be permitted. However, Contractor should be prepared to work two or three shifts per day, if so required by Ministry 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 Ministry at least 24 hours before hand. Refusal by Ministry at any time for such extension of working hours shall not constitute any claim for compensation or extension of time of completion.
- 4.3.2 The execution of the work may entail working in the monsoon season also. The Contractor must maintain a minimum labour force as may be required for the job plan and execute the construction and erection according to the prescribed schedule. No extra rate will be considered for such work in monsoon.
- 4.3.3 During monsoon and other period, it shall be the responsibility of the Contractor to keep the construction work site free from water at his own cost. He should also provide necessary equipment (like dewatering pumps, tarpaulins for cement etc.) so as to be readily available at work site, for which no extra payment will be made.
- 4.3.4 The Contractor must arrange for the placement of workers in such a way that the delayed 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 Ministry discrepancies, if any, therein before actually carrying out the work. Copies of all detailed working drawings relating to the works shall be kept at the Contractor's office on the site and shall be made available to the Ministry at any time during the contract. The drawings shall be returned to the Owner on completion of the works. Reference is also invited to Cl.3.25.4 & 3.25.5 above regarding drawings and other documents.

#### **4.4.2 BLOCK SCHEMATICS & SHOP DRAWINGS TO BE FURNISHED BY CONTRACTOR**

4.4.2.1 The Contractor shall, within the scope of work be required to prepare or furnish Shop Drawings & Block schematics in respect of the 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 unnecessariness 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 fulfilment 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.

4.4.2.3 Unless otherwise required at least 3 (three) sets of all approved block schematics/drawings/designs prepared by the Contractor, together with similar sets of all revisions/ amendments/ modifications therein shall be lodged with the Owner for the record of the Owner, such sets of plans/ drawings/ designs to be signed by the Contractor and to indicate thereon the number and date of each revision/ amendment and of the communication, of the Owner of any other agency appointed by the Owner for or relative to the approval thereof.

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

4.5.1 The Ministry shall furnish the Contractor with only the Four Corners of the work site and a level benchmark. 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 out. All markings and guidelines shall be done with paint where so required.

4.5.2 The Contractor shall provide, fix and be responsible for the maintenance of all stakes,

templates, level marks, profiles and other similar things and shall take all necessary precaution to prevent their removal or disturbance and shall be responsible for the consequence of such removal or disturbance should the same take place and or their efficient and timely reinstatement. The Contractor shall also be responsible for the maintenance of all existing survey marks, either existing or supplied and fixed by the Contractor. The work shall be set out to the satisfaction of the Ministry. The approval thereof or joining with the Contractor by the Ministry in setting out the work shall not relieve the Contractor of any of his responsibilities.

4.5.3 Before beginning the works, the Contractor shall at his own cost, provide all necessary reference and level posts, pegs, bamboo, flags, ranging rods, strings and other materials for proper layout of the work in accordance with the scheme for bearing marks acceptable to the Ministry. The center, longitudinal or face lines and cross lines shall be marked by means of small masonry pillars. Each pillar shall have distinct mark at the center to enable a theodolite to be set over it. No work shall be started until all these points are checked and approved by the Ministry in writing but such approval shall not relieve the Contractor of any of his responsibilities. The Contractor shall also provide all labour, instruments material and other facilities, free of cost as required by Ministry for the proper checking of layout and inspection of the point during construction.

4.5.4 On completion of works, the Contractor must submit the as built drawings according to which the work was carried out.

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

THE CONTRACTOR SHALL BE ENTIRELY AND EXCLUSIVELY RESPONSIBLE FOR THE HORIZONTAL AND VERTICAL ALIGNMENT, THE LEVELS AND CORRECTNESS OF EVERY PART OF THE WORK 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 MINISTRY.

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

4.7.1 THE CONTRACTOR SHALL PROCURE AND PROVIDE THE WHOLE OF THE EQUIPMENTS REQUIRED FOR THE COMPLETION OF THE WORKS EXCEPT THE MATERIALS WHICH WILL BE ISSUED BY OWNER AND SHALL MAKE HIS OWN ARRANGEMENTS FOR PROCURING SUCH MATERIALS AND FOR THE 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, 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 Ministry 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 Ministry for any material to be used for the works.

4.7.3 Manufacturer's certificates shall be submitted for all materials supplied by the Contractor. If however, in the opinion of Ministry 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.

#### **4.8.0 STORES SUPPLIED BY OWNER**

IF THE SPECIFICATION OF THE WORK PROVIDES FOR THE USE OF ANY MATERIAL OF SPECIAL DESCRIPTION TO BE SUPPLIED FROM OWNER STORES OR IF IT IS REQUIRED THAT THE

CONTRACTOR SHALL USE CERTAIN STORES TO BE PROVIDED BY THE MINISTRY, SUCH MATERIALS AND STORES AND PRICE TO BE CHARGED THEREFORE AS HEREIN AFTER MENTIONED BEING SO FAR AS PRACTICABLE FOR THE CONVENIENCE OF THE CONTRACTOR, BUT NOT SO THE MEANING OF THE EFFECT OF THIS CONTRACT SPECIFIED IN THE SCHEDULE OF MEMORANDUM HERETO ANNEXED, THE CONTRACTOR SHALL BE BOUND TO PURCHASE AND SHALL BE SUPPLIED SUCH MATERIALS AND STORES AS ARE FROM TIME REQUIRED TO BE USED BY HIM FOR THE PURPOSE OF THE CONTRACT ONLY. THE SUMS DUE FROM THE CONTRACTOR FOR THE VALUE OF MATERIAL SUPPLIED BY OWNER WILL BE RECOVERED FROM THE RUNNING ACCOUNT BILLS ON THE BASIS OF THE ACTUAL CONSUMPTION OF MATERIALS IN THE WORK COVERED AND FOR WHICH THE RUNNING ACCOUNT BILL HAS BEEN PREPARED. AFTER THE COMPLETION OF THE WORKS, HOWEVER, THE CONTRACTOR HAS TO ACCOUNT FOR THE FULL QUANTITY OF MATERIALS SUPPLIED TO HIM AS PER RELEVANT CLAUSES IN THIS DOCUMENT.

The value of the stores/ materials as may be supplied to the Contractor by the Owner will be debited to the Contractors account at the rates shown in the schedule of materials and if they are not entered in the schedule, they will be debited at cost price, which for the purpose of the contract shall include the cost of carriage and all other expenses whatsoever such as storage and supervision charge which shall have been incurred in obtaining the same at Owner stores.

All materials so supplied to Contractor shall remain the absolute property of Owner and shall not be removed on any account from the site of the work, and shall be at all times open for inspection to the Ministry. Any such materials remaining unused at the time of the completion or termination of the contract shall be returned to Owner stores or at a place as directed by the Ministry in perfectly good condition.

#### **4.9.0 CONDITIONS FOR ISSUE OF MATERIALS**

- 4.9.1 Materials specified as to be issued by Owner will be supplied to the Contractor by Owner from its stores. It shall be the responsibility of the Contractor to take delivery of the materials and arrange for its loading, transport, unloading and unloading at the site of work at his own cost. The materials shall be issued between the working hours and as per rules of Owner as framed from time to time.
- 4.9.2 THE CONTRACTOR SHALL BEAR ALL INCIDENTAL CHARGES FOR THE STORAGE AND SAFE CUSTODY OF MATERIALS AT SITE AFTER THESE HAVE BEEN ISSUED TO HIM.
- 4.9.3 Materials specified as to be issued by Owner shall be issued in standard sizes as obtained from the manufactures.
- 4.9.4 The Contractor shall construct suitable godown at the site of work for storing the materials safe against damage by rain, dampness, fire, theft, etc., establishment for the purpose.
- 4.9.5 It shall be duty of the Contractor to inspect the materials supplied to him at the time of taking delivery and satisfy himself that they are in good condition. After the materials have been delivered by Owner, it shall be the responsibility of the Contractor to keep them in good condition and if the materials are damaged or lost, at any time, they shall be repaired and/ or replaced by him at this own cost according to the directions of the Ministry.
- 4.9.6 Owner shall not be liable for delay in supply or non-supply of any material, which Owner has undertaken to supply where such failure or delay is due to natural calamities, act of enemies, transport and procurement difficulties and any circumstances beyond the control of Owner. In no case, the Contractor shall be entitled to claim any compensation or loss suffered by him on this account.
- 4.9.7 It shall be the responsibility of the Contractor to arrange in time all materials required for

the works other than those to be supplied by Owner, if in the opinion of the Ministry the execution of the work is likely to be delayed due to the Contractor's inability to make arrangements for supply of materials which normally he has to arrange for, the Ministry shall have the right at his own discretion to issue such materials if available with Owner or procure the materials from the market or elsewhere and the Contractor will be bound to take such materials at the rate decided by the Ministry.

This, however, does not in any way absolve the Contractor of responsibility of making arrangements for the supply of such materials in part, or in full should such a situation occur nor shall this constitute a reason for the delay in the execution of the work.

- 4.9.8 None of the materials supplied to the Contractor will be utilized by the Contractor for manufacturing items, which can be obtained as supplied from standard manufacturer in finished form.
- 4.9.9 The Contractor shall furnish to the Ministry sufficiently in advance a statement showing his requirement of the quantities of the materials to be supplied by Owner and the time when the same will be required by him for the works, so as to enable the Ministry to make necessary arrangements for procurement and supply of the materials.
- 4.9.10 The Contractor shall, if desired by the Ministry be required to execute an indemnity bond in the prescribed form, for safe custody and accounting of all materials issued by Owner.
- 4.9.11 A day-to-day account of the materials issued by Owner shall be maintained by the Contractor indicating the daily receipt, consumption and balance in hand, This account shall be maintained in a manner prescribed by the Ministry along with all connected papers viz. requisition, issues, etc. and shall be always available for inspection in the Contractor's office at site.
- 4.9.12 The Contractor should see that only the required quantities of materials are got issued. The Contractor shall not be entitled to cartage and incidental charges for returning the surplus materials, if any to the stores where from they were issued or to place as directed by the Ministry.
- 4.9.13 All packing materials of stores issued by Owner shall be returned to Owner stores as directed by Ministry.
- 4.9.14 Notwithstanding anything contained to the contrary in any or all the clauses of this contract, where any materials for the execution of the contract are procured with the assistance of Owner either by issue from store or purchases made under orders, or permits or licenses issued by Government, the Contractor shall hold the said materials as trustee for Owner and use such materials economically and solely for the purpose of the contract and not dispose them of without the permission of Owner and return, if required by the Ministry, all surplus or unserviceable materials that may be left with him after the completion of the contract or its termination for any reason whatsoever on his being paid or credited such price as the Ministry shall determine having due regard to the condition of the materials. The price allowed to the Contractor however, shall not exceed the amount charged to him excluding the storage charges, if any. The decision of the Ministry shall be final and conclusive in such matters. In the event of breach of the aforesaid condition, the Contractor shall in terms of the licenses, or, permits and/ or for the criminal breach of trust, be liable to compensate Owner at double the rate or any higher rate, in the event of those materials at that time having higher rate or not being available in the market, then any other rate to be determined by the Ministry and his decision shall be final and conclusive.

#### **4.9.15 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 Ministry's staff, the Contractor shall refer the matter immediately in writing to the Ministry 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.

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

The Ministry 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 Ministry 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 of work may be extended for the part of the particular job at the discretion of the Ministry 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 Ministry 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 Ministry 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 Ministry 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 Ministry will be final 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 25 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 Ministry 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 Ministry 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 than 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.

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

In case of any class of work for which there is no such specification 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 out as per standard Engineering practice subject to the approval of the Ministry/ Consultants.

#### **4.12.0 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.

#### **4.13.0 INSPECTION OF WORKS**

4.13.1 The Ministry will have full power and authority to inspect the works at any time wherever in progress either on the site or 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 Ministry every facility and assistance to carryout

such inspection. The Contractor shall, at all times at which, reasonable notice of the intention of the Ministry 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.

- 4.13.2 No material or equipment shall be dispatched from the Contractor's stores before obtaining the approval in writing of the Ministry. The Contractor is to provide at all times during the progress of the work and the maintenance period proper means of access with ladders, gangways, etc., and the necessary attendance to move and adopt as directed for inspection or measurement of the works by Ministry.

#### **4.14.0 ASSISTANCE TO THE ENGINEER:**

The Contractor shall make available to the Ministry 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.

#### **4.15.0 TESTS FOR QUALITY OF WORKS**

- 4.15.1 All workmanship shall be of the respective kinds described in the contract documents and in accordance with the instructions of the Ministry and shall be subjected from time to time to such tests at Contractor's cost as the Ministry 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 Ministry.

- 4.15.2 All the tests that will be necessary in connection with the execution of the work as decided by the Ministry shall be carried out at the field testing laboratory of Owner by paying the charges as decided by Owner from time to time. In case of non availability of testing facility with Owner the required test shall be carried out at the cost of Contractor at government or any other testing laboratory as directed by Ministry.

#### **4.16.0 SAMPLES**

The Contractor shall furnish to the Ministry for approval when requested or if required by the specifications, adequate samples of all Equipments & wires etc 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.

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

If it shall appear to the Ministry 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 Ministry or his authorized representative specifying the work, materials or articles complained of, notwithstanding 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 Ministry in his demand aforesaid, the Contractor shall be liable to pay compensation at the rate of half per cent 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 Ministry 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. The decision of the Ministry as to any question arising under this clause shall be final and conclusive.

#### **4.18.0 SUSPENSION OF WORKS**

4.18.1 Subject to the provisions of sub-Para (ii) of this clause, the Contractor shall if ordered in writing by the Ministry, or his representative, temporarily suspend the works or any part thereof for such period and 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.

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

#### **4.19.0 OWNER MAY DO PART OF WORK**

Upon failure of the Contractor to comply with any instructions given in accordance with the provisions of this contract, Owner shall have the right, instead of assuming charge of entire work, to place additional labour force, tools, equipment and materials on such parts of the work, as the Ministry designate or also engage another Contractor to carry out the work. In such cases, Owner shall deduct from the amount which otherwise might be due to the Contractor, the cost of such work and materials with Ten percent added and should the amount thereof exceed the amount due to the Contractor, the Contractor shall pay the difference to Owner.

#### **4.20.0 POSSESSION PRIOR TO COMPLETION**

The Ministry 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 Ministry 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.

#### **4.21.0 TWELVE MONTHS PERIOD OF DEFECTS LIABILITY FROM THE DATE OF ISSUE OF COMPLETION CERTIFICATE. ALSO ALL THE EQUIPMENT SUPPLIED SHALL CARRY WARRANTY OF 12 MONTHS FROM THE DATE OF SUCCESSFUL COMMISSIONING & HANDING OVER OF THE EQUIPMENT TO THE SATISFACTION OF MINISTRY.**

4.21.1 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 Ministry may cause the same to be made good by other workmen and deduct expenses (of which certificates of the Ministry shall be final) from any sums that may be then or at any time thereafter become due to the Contractor or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof.

- 4.21.2 If the Contractor feels that any variation in work in quality of materials or proportions would be beneficial or necessary to fulfil the guarantees called for he shall bring this to the notice of the Ministry 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 Ministry.

**4.21.3 DEFECTS PRIOR TO TAKING OVER:**

If at any time before the work is taken over, the Ministry 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 the 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 Ministry 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 thereof provided in clause 4.21.1 of General Conditions of Contract) and have passed the tests, the Ministry 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 Ministry 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 or 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.

#### **4.21.4 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 Ministry.

### **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 Ministry. The extent expressly provided herein constitute 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 and materials as may be reasonable and necessary to complete the works. The opinion of the Ministry 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 RATES TO COVER ROYALTIES, RENTS AND CLAIMS**

The Schedule of Rates shall be deemed to include and cover the cost of all royalties and fees for all articles, processes, protected by letter, patent or otherwise incorporated in or used in connection with the works, also all royalties, rents and other payments in connection with obtaining materials of whatsoever kind for the works and shall include an indemnity to Owner which the Contractor hereby give against all actions, proceedings, claims, damages, costs and expenses arising from the incorporation or the use on the

works of any such articles, processes or materials. 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.

#### **5.1.5 SCHEDULE OF RATES TO COVER TAXES AND DUTIES**

No exemption or reduction of customs duties, excise duties, insurance, sales tax 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.

#### **5.1.6 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.

#### **5.1.7 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 cannot be altered.

For lumpsum contracts the payment will be made according to the work actually carried out, for which purpose an item-wise or work-wise schedule of rates shall be furnished, suitable for evaluating the value of work done and preparing running account bills.

### **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 in the measurement book by the Ministry or his authorized representative 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 MINISTRY. IF HE IS ABSENT FOR ANY REASON WHATSOEVER THE MEASUREMENTS WILL BE TAKEN BY THE MINISTRY 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 Ministry of the work giving abstract and detailed measurement for the various items executed during a month, before the expiry of the first week of the succeeding month.

#### **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 Ministry capable of measurement or determination, the Ministry may at his discretion, pay the lumpsum amount entered in the tender of a percentage thereof and the certificate in writing of the Ministry shall be final to any sum or sums payable to him under the provisions of this clause.

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

- 5.4.1 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 Ministry and the Site Engineer within 10 (Ten) days from the date of the issue of orders or instructions relative to any works 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 anywise be liable in respect of any claim by the Contractor unless notice of such claim shall have been given by the Contractor to the Ministry 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 Ministry and the Site Engineer in writing in the manner and within the time aforesaid.
- 5.4.2 The Ministry 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 Ministry/ 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 5.4.1 read with Clause 5.4.3 and 5.5.4 shall be dealt with/considered by the Owner at the time of submission of the Final Bill.
- 5.4.3 Any or all claims of the Contractor notified in accordance with the provision of Clause 5.4.1 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 Ministry and Site Engineer under Clause 5.4.1 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 5.4.1 hereof, it shall be deemed to be a claim different from the notified claim with consequence in respect thereof indicated in Clause 5.4.1 thereof and with consequences in respect of the notified claim as indicated in Clause 5.4.4 hereof.

- 5.4.4 Any and all notified claims not specifically reflected and included in the Final Bill in accordance with the provisions of Clause 5.4.3 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 5.4.3 hereof.
- 5.4.5 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 aforesaid, the Contractor shall have acted under a mistake of law or fact.
- 5.4.6 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 priory determined by the Owner in terms hereof and shall remain liable and bound in all respects under the contract.
- 5.4.7 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 5.4.1 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 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.

#### **5.5.0 STAGES OF PAYMENT**

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 Contractor shall present his bill dully pre-receipt on proper revenue stamp. All payments shall be made in Indian currency. The stages of payment shall be as follows.

1. Mobilization amount of 30% of the tender amount shall be given to the contractor within 10 days of award of work. This payment shall be given against a bank guarantee issued by nationalized/ scheduled banks. The bank guarantee shall be returned to the contractor after completion of 30 percent of work as certified by the Engineer in chief/ Architect.
2. 30% of the tender amount to be given against running bill after completion of equivalent amount of work as certified by Engineer in chief/ Architect.
3. Balance payment of 40 % to be given after completion of entire work/ issuance of completion certificate by Engineer in chief/ Architect.
4. The EMD amount submitted by the contractor with the bid to be retained till completion of defect liability period and to be returned prior to that within 10 working days.

#### **5.6.0 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 5.1.1 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 Ministry 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 Ministry 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 Ministry 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 Ministry 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 As built Drawings showing therein the modification and corrections made during the course of execution signed by the Ministry.
- iii) Completion Certificate for "embedded' and 'covered' up works.

- iv) Certificates of tests performed for various works.
- v) Certificates of final levels as set out for various works.
- vi) Material appropriation Statement for the materials issued by Owner Stores for the works and list of surplus materials returned to Owner Stores duly supported by necessary documents.

#### 5.8.4 **FINAL DECISION AND FINAL CERTIFICATE**

Upon the expiration of the liability and subject to the Ministry being satisfied that the works have been duly maintained by the Contractor such period as herein before provided under Clause 4.21.0 and that the Contractor has in all respect made up any subsidence and performed all his obligations under the contract, the Ministry 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 Ministry 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 or 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 **MINISTRY OF EARTH SCIENCES**. 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 of 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 administrative subdivision thereof, or other local authorities.

#### **6.1.0 DAMAGE TO PROPERTY**

Contractor shall be responsible for making good to the satisfaction of the Ministry 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 wilful 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 the 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 Ministry 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. All 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 Ministry. 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, as 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, as part of this agreement, the Contractor shall at his own expense arrange for all the safety provisions as per safety codes of Bureau of Indian Standards Institution & National Building Code, 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 Ministry and must make good to the satisfaction of the Ministry 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 ARBITRATION

#### 8.1.0 Settlement of Disputes by Arbitration (other than mentioned in 8.2 below):

In case any dispute or difference arises between the parties either upon any question relating to the meanings of the specifications, designs, drawings and instructions herein before mentioned or these conditions, or otherwise concerning the work, or the execution, or failure to execute the same, whether arising during the progress of the work, or after the completion or abandonment thereof, or as to the breach of this contract, then the dispute or difference shall be referred to the competent authority appointed by **MINISTRY OF EARTH SCIENCES** who will be the sole Arbitrator, whose decision thereon shall be final, conclusive and binding on all the parties.

- 8.2.0 For the settlement of disputes between government department and another and one government department and public enterprise and one public enterprise and another:

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contract, such disputes or differences shall be referred by either party to the arbitration of one or the arbitrators in the department of public enterprises to be nominated by the secretary to the government of India in charge of the bureau of public enterprises. The arbitration act, 1940 shall not be applicable to the arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the law secretary, department of legal affairs, ministry of law and justice, government of India upon such reference the dispute shall be decided by the law secretary or the special secretary/ additional secretary when so authorized by; the law secretary, whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the arbitrator.

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 Owner's Safety Code for 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 Ministry 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 Ministry 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 **SCAFFOLDING**

- i) Suitable scaffoldings should be provided for workmen for all works that cannot be done safely from the ground or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra Mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable footholds and 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 1m 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.

- iii) The Contractor shall also provide all necessary fencing and lights to protect the workers and staff from accidents and shall be bound to bear the expenses of defense of every suit, action or other proceedings of law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any such suit or action or proceedings to any such person or which may with the consent of the Contractor be paid to compromise any claim by any such person.

#### **9.5.0 HOISTING EQUIPMENT**

Use of hoisting machine and tackle including their attachments, anchorage and supports shall conform to the following standard conditions.

- a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defect and shall be kept in good repair and in good working order.
- b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength and free from patent defects.
- c) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to the operator.
- d) In case of every hoisting machine and of every chain ring hook, shackle, swivel and pulley block used in hoisting or lowering or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
- e) In case of departmental machines, the safe working load shall be notified by the Ministry. As regards Contractor's machines, the Contractor shall notify the safe working load of machine to the Ministry, whenever he brings any machinery to site of work and get it verified by the Ministry.

#### **9.6.0 ELECTRICAL EQUIPMENT**

Motors, Gearing, Transmission, Electric Wiring and other dangerous parts of hoisting appliance should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum risk of accidental descent of the load. Adequate precaution should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations, which are already energized, insulating mask wearing apparels, 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.

#### **9.7.0 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.

**9.8.0 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.

**9.9.0 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, Ministry.

**9.10.0 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/PWD Safety provisions framed time to time.

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**(SEAL AND SIGNATURE OF TENDERER)**

## 10. FORM OF CONTRACT

THIS CONTRACT made at \_\_\_\_\_ this \_\_\_\_\_ Day of \_\_\_\_\_ 2011 BETWEEN **MINISTRY OF EARTH SCIENCES** "(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/ 1956, 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 **MINISTRY OF EARTH SCIENCES** desires to get 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) Letter of Acceptance to Tender alongwith Telegram of Intent.

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 Acceptance of Tender alongwith annexes thereto and a copy to Telegram of Intent 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 **MINISTRY OF**

**EARTH SCIENCES** 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 terms thereof) shall lie only in the Court of Competent Civil Jurisdiction in this behalf at GURGAON, HARYANA (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.

#### **ARTICLES 5**

#### **ENTIRE CONTRACT**

- 5.1 The Contract Documents mentioned in Article-1 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.

#### **ARTICLES 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 Ministry 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  
**MINISTRY OF EARTH SCIENCES**

By \_\_\_\_\_.

In the presence of:

1.

2.

SIGNED and DELIVERED  
For and on behalf of

\_\_\_\_\_(Contractor)

By\_\_\_\_\_.  
(This day of\_\_\_\_\_2011)

In the presence of:

1.

2.

\* Strike off whichever are not applicable



## 11. FORM OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT

Ministry of Earth Sciences \_\_\_\_\_

Dear Sir,

In consideration of **Ministry of Earth Sciences** (hereinafter called "**OWNER**" which expression shall include its successors and assigns) having awarded certain work for and relative to To \_\_\_\_\_  
(Name and Address of the Contractor)

(Hereinafter called the "Contractor" which expression shall include its successors) upon certain terms and conditions inter-alia mentioned in **OWNER** Letter of Acceptance No. \_\_\_\_\_ dated \_\_\_\_\_ read with the relative Tender Documents (hereinafter collectively called "the contract", which expression shall include any formal contract entered to between **OWNER** and the Contractor in suppression of the said Letter of Acceptance and all amendments and/ or modifications in the contract) inclusive of the condition that **OWNER** may accept an Undertaking of a Scheduled Bank in India in Lieu of Cash Deposit of the Security Deposit as provided for Clause \_\_\_\_\_ of the \_\_\_\_\_ forming part of the said Tender Documents. We, \_\_\_\_\_, a body registered/Constituted under the (Name of the Bank) \_\_\_\_\_ Having registered and Head Office at \_\_\_\_\_ (hereinafter called 'the Bank' ) at the request of the Contractor and with the intent to which the bank and its successors and permitted assigns, do hereby unconditionally and irrevocably undertake payment to **OWNER** of the unpaid balance of the of the security deposit upto an aggregate limit of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) AND undertake to pay **OWNER** on demand and without protest or demur or proof or condition the unpaid balance of said security deposit subject to the aggregate limit aforesaid of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) AND the Bank doth hereby further agree as follows: -

- (i) The undertaking herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and for the claims of **OWNER** relative thereto to be satisfied and/ or discharged and until **OWNER** accordingly discharges this Undertaking subject however, that **OWNER** shall have no claim under this undertaking after the midnight of \_\_\_\_\_, 2008 unless a notice of the claim under this Undertaking has been sent on the Bank before the expiry of the said date.
- (ii) **OWNER** shall have the fullest liberty without reference to the Bank and without affecting in any way the liability of the Bank under this undertaking, at any time and / or from time to time to anywise vary the said contract and/ or any of the terms and conditions thereof or relative to the said security deposit or to extend time for performance of the said Contract in whole or part or to postpone for any time and/ or from time to time any of the obligations of the Contractor and/ or the powers or remedies exercised by **OWNER** against the Contractor and either to enforce or forbear from enforcing any of the terms and conditions of or governing the said contract or the said security deposit or the securities available to **OWNER** or any of them and the bank shall not be released from its liability under these presents and the liability of the Bank shall remain in full force and effect notwithstanding any exercise by **OWNER** of the liberty with reference to any or all the matters aforesaid or by reason of time being given to the Contractor or any other forbearances, act or omission on the part of the Contractor or of any indulgence by **OWNER** to the Contractors or of any other act, matter or thing whatsoever which under the law relating to sureties could have the affect of releasing the Bank from its liability hereunder or any part thereof.
- iii) It shall not be necessary for **OWNER** to proceed against the Contractor before proceeding against the bank and the undertaking herein contained shall be enforceable against the bank notwithstanding the existence of any other undertaking or security for any indebtedness of the

Contractor to **OWNER** (including relative to the said security deposit) and notwithstanding that any such undertaking or security shall at the time when claim is made against the bank or proceedings taken against the bank hereunder , be outstanding or unrealized.

- iv) The amount stated by **OWNER** in any demand, claim or notice as the unpaid balance of the said security deposit for the time being shall as between the bank and **OWNER** for the purpose of these presents be conclusive of the said balance.
- v) The liability of the bank to **OWNER** under this undertaking shall remain in full force and effect notwithstanding the existence of any difference or dispute between the Contractor and **OWNER**, the Contractor and the bank and / or the bank and **OWNER** or otherwise howsoever touching or affecting these presents for the liability of the Contractor to **OWNER**, and notwithstanding the existence of any instructions or purported instructions by the Contractor or any other person to the bank not to pay or for any cause withhold or defer payment to **OWNER** under these presents, with the intent that notwithstanding the existence of such difference , dispute or instructions, the bank shall be and remain liable to make payment to **OWNER** in terms hereof.
- vi) The Bank shall not revoke this undertaking during it , s currency except with the previous consent of **OWNER** in writing and also agrees that any change in the constitution of the Contractor or the Bank or **OWNER** shall not discharge the Bank's liability hereunder.
- vii) The Bank doth hereby declare that Shri \_\_\_\_\_ (Name of the person signing on behalf of the Bank) who is \_\_\_\_\_ (his designation) is authorized to sign this undertaking on behalf of the Bank and to bind the Bank thereby.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

Yours \_\_\_\_\_ Faithfully  
For \_\_\_\_\_

Signature Name and Designation Name of the Bank

Notes: -

1.0 This Guarantee/ undertaking is not to be witnessed.

2.0 This Guarantee/ undertaking is required to be stamped as an agreement according to the stamp duty prescribed in DELHI .

## **12. INFORMATION ABOUT TENDERERS**

(To be submitted in 3 copies)

### **IN CASE OF INDIVIDUAL**

- i) Name of Business
- ii) Name of Owner
- iii) Whether his business is registered
- iv) Date of commencement of business
- v) Whether he pays Income Tax

### **2. IN CASE OF PARTNERSHIP**

- i) Name of Partners
- ii) Reference of the partnership registration.
- iii) Date of establishment of firm.
- iv) If each of partners of the firm pays Income Tax and if not which of them pays the same.
- v) Copies of partnership deed, if any.

### **3. IN CASE OF COMPANY LIMITED BY SHARES OR COMPANY LIMITED BY GUARANTEE**

- i) Amount of paid up capital
- ii) Names of Directors
- iii) Date of Registration of Company
- iv) Certified copies of Memorandum and Article of Association of company.

**(SEAL AND SIGNATURE OF TENDERER)**

**13. DETAILS OF SIMILAR WORKS DONE DURING PAST THREE YEARS**

(FORM-D)

NAME OF WORK:

NAME OF BIDDER:

Sr.No.	Description of the work	Value of contract	Completion time as stated in the tender (months)	Actual Completion time (Months)	Year of Completion	Full Postal Address of Client & name of Officer-in-Charge
1	2	3	4	5	6	7

**(SEAL AND SIGNATURE OF TENDERER)**

#### 14. CONCURRENT COMMITMENTS

Name of Work:

Name of Tenderer:

TENDER SHALL GIVE INFORMATION ABOUT HIS PRESENT COMMITMENTS AS PER PROFORMA

Sr. No.	Full Postal Address of client & name of officer-in-charge	Description of the work	Value of contract	Date of commencement of the work	Scheduled completion period	%age completion as on date	Expected date of completion	Remarks
1	2	3	4	5	6	7	8	9

-----  
Certified that the above information is correct.

**(SEAL AND SIGNATURE OF TENDERER)**

**15. INFORMATION REGARDING EQUIPMENT WHICH THE TENDERER PROPOSES TO USE FOR THIS WORK**

Sr. No.	Description	Number	Make	Capacity	Owner	Approximate date when it will be deployed at site	Period of retention at site
1	2	3	4	5	6	7	8

-----  
(SEAL AND SIGNATURE OF TENDERER)

## **16. PROPOSED SITE ORGANIZATION**

NAME OF THE WORK:

NAME OF TENDERER:

The Tenderer is to indicate here the proposed site organization he proposes to set up for execution of the work. It is understood that this will be augmented from time to time depending on the requirements for timely completion of work as directed by Ministry. The Tenderer is also to furnish the Bio-Data of Site-in-Charge and his key personnel to be deployed at Site.

### **BIO-DATA OF SITE-IN-CHARGE & KEY PERSONNEL**

**(SEAL AND SIGNATURE OF TENDERER)**

## 17. LIST OF ENCLOSURES

NAME OF WORK:

NAME OF TENDERER:

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

- i) Power of attorney of the signatory to the tender.
- ii) VAT/Sales-tax clearance certificate in the performance prescribed by the Govt. of India.
- iii) **Document showing turnover for the past three years such as annual report profit & loss account etc.**

**(SEAL AND SIGNATURE OF TENDERER)**



## 18. 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.

Sr.No.	Page No. Of tender document	Clause of tender	Subject	deviation

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)**

**SPECIAL CONDITIONS**  
**OF**  
**CONTRACT**

**SPECIAL CONDITIONS OF CONTRACT INDEX**

<b>S. NO.</b>	<b>DESCRIPTION</b>	<b>PAGE</b>
I.	SPECIAL CONDITIONS OF CONTRACT	61
II.	TIME SCHEDULE (APPENDIX-I)	70
III.	SCHEDULE OF FISCAL ASPECTS (APPENDIX-II)	71
IV.	TECHNICAL SPECIFICATIONS & SCHEDULE OF QTY.	72

## **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 Ministry 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 Ministry 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 **Lodhi Road, 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 POWER**

Contractor shall be given power free of charge at one point in the Auditorium from which he has to draw further to his locations as desired for which JMC shall not provide any cost or equipment. To use the same as per safety norms shall be the responsibility of the contractor.

## **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 Ministry 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 Ministry 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**

INTERIOR AND FURNITURE SUPPLY WORKS FOR AUDITORIUM AT MINISTRY OF EARTH SCIENCES HEADQUARTER BUILDING AT LODHI ROAD NEW DELHI.

## **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**

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

9.0 **SALES TAX ON WORKS CONTRACT/ TURNOVER TAX** Sales tax 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 sales tax on works contract/ turnover tax, the actual Sales tax/ 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.

## 12.0 **SECURED ADVANCE**

12.1 As per the decision of the Ministry, the secured advance for all imperishable items shall be released. The contractor shall execute necessary indemnity/hypothecation bond as stipulated by the Ministry.

The secured advance shall be released as below:  
75% of the cost of equipment on receipt at site and approval of the same by Ministry.

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**

Mobilisation advance of 30% is to be paid by **MINISTRY OF EARTH SCIENCES against bank guarantee of same amount at award of work.** The bank guarantee shall be released by MOES after completion of equivalent amount of work by contractor.

13.0 **Terms of Payment** Terms of payment shall be as per clause 5.6.0 of GCC

## 14.0 **PAYMENT WITHHELD**

14.1 The Ministry 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.
- 14.1.5 Failure to provide samples, shop drawings, models or charts as called for.

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

- 15.1 If, the Ministry 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 official of **MINISTRY OF EARTH SCIENCES** 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 enclosed. 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/ Ministry, at all times during the progress of the works. The drawings shall be displayed and arranged as directed by the Ministry.

#### 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 Ministry 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 Ministry 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 LABOUR LAWS**

- 19.1 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 Ministry before start of work.
- 19.2 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.
- 19.3 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.

## **20.0 LABOUR RELATIONS**

- 20.1 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.
- 20.2 The Contractor shall deploy only duly qualified and competent personnel for carrying out the various jobs as assigned by the Ministry 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.

## **21.0 DEFECT LIABILITY PERIOD**

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

## **22.0 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.

## **23.0 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.

#### **24.0 TESTS AND INSPECTION**

The Contractor shall carry out the various tests 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 Ministry. 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 Ministry. 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.

#### **25.0 SPECIFIC INFORMATION TO BE PROVIDED BY THE BIDDER**

**Proposals shall contain, but not necessarily be limited, to the following information :**

- 1.1 The compliance to All technical specifications & items in schedule of quantities. should be duly supported by technical literature of the respective equipment in the performa given below.
- 1.2 Contractors shall clearly indicate if any those areas where compliance with the requirements of the Technical Specifications would cause significant delivery delays or increases in cost. Responses should contain recommended deviations to such requirements where significant advantage in performance, cost, and/ or delivery is attainable. The same shall be evaluated by TEC for acceptance or rejection & the decision of TEC shall be final & binding.

**STATEMENT OF COMPLIANCE TO TECHNICAL SPECIFICATIONS**

1	2	3	4
Part, paragraphs and sub-paragraphs / items as per schedule of quantites.	Make Model	Specification of equipment	Comply / Not comply(reasons)

(SEAL AND SIGNATURE OF TENDERER)

**IV. TIME SCHEDULE**

<b>Description of Work</b>	<b>Time of completion of work</b>
INTERIOR AND FURNITURE SUPPLY WORKS. FOR AUDITORIUM AT MOES HQ BLD AT NEW DELHI	3 months from Issue Of Telefax/ , Letter of acceptance Whichever is issued earlier

**NOTE:**

1. Time of commencement shall be reckoned from the third day of issue of Telefax/ Letter of Acceptance, 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 Ministry.

**(SEAL AND SIGNATURE OF TENDERER)**

**V. SCHEDULE OF FISCAL ASPECTS**

- |    |                                 |   |
|----|---------------------------------|---|
| 1. | Earnest money to be deposited   | : Rs. 2.5 lakhs.  |
| 2. | Possession of site              | : Immediate on award of contract                          |
| 3. | Time of completion              | : As per Appendix-I (Max. 3 months)                       |
| 4. | Security Deposit                | : Refer Clause 6.0 of GCC                                 |
| 5. | Payment of RA Bills             | : As per clause 5.6.0 of GCC                              |
| 6. | Period of submitting final bill | : Within 15 days from the date of completion of work.     |
| 7. | Release of Security Deposit     | : After expiry of defect liability period.                |
| 8. | Defects Liability Period        | : 12 (twelve) months from the date of Virtual completion. |

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

## **WORKS MATERIALS SPECIFICATIONS**

### **GENERAL:-**

This part of the tender documents is to be read in conjunction with general conditions of contract, as applicable to civil work, and other articles forming part of this document

### **MISCELLANEOUS :**

The work to be performed under these specifications includes all material, equipment, labour and services to install the wall/ceiling acoustic treatment.

- 1.1** The work will include all necessary material, bolts, nuts, fasteners, nails, screws, wooden plugs, hangers, supports, sleeves and other attachments as may be required in the work
- 1.2** For details of building construction refer Architect's and structural drawings.
- 1.3** The tenderer is supposed to follow the manufactures instructions for material installation and the same shall be deemed to have been included in the scope of work.
- 1.4** The work shall be co-ordinated with other contractors whose work may be affected or have an effect on the installation of the wall/roof insulation.
- 1.5** All fixtures etc not specifically mentioned but are required for safety and finishing of work are deemed to be included and are to be carried out.
- 1.6** The tenderer shall take necessary measures for safety of his labour. The client will not be responsible for any mishap etc at site.
- 1.7** Electricity & water will be provided at one point at site by client free of charge.
- 1.8** All concealed/ exposed metal frames, cleats etc to be given two coats of red oxide Primer.
- 1.9** The tenderer to take care that no separate scaffolding/propping charges payable.
- 2.0** The wood being used shall be kiln dried & chemically treated.
- 2.1** All material being used shall be fire retardant.

**BOQ OF INTERIOR AND FURNITURE SUPPLY FOR AUDITORIUM AT MOES BUILDING**

**AR-ARCHITECTURAL WORKS**

Legend	Item	Description	Unit	Quantity	Cost/unit	Amount
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**AR.03 DOORS, WINDOWS AND GLAZINGS WORKS**

**LAMINATED FLUSH DOOR SHUTTERS**

AR.03.01	P/F 40 mm thick both side <b>LAMINATED Door</b> with BOTH surfaces having a 1.5 mm thick laminate <b>Base</b> cost of laminate Rs. 750/- <b>SQM (including Sales Tax)</b> <b>FOR site.</b>	P/F 40 mm thick both side <b>LAMINATED Door</b> shutters using solid core construction with frame of 1st class hardwood with cross band and with BOTH surfaces having a 1.5 mm thick laminate (of brand approved by Architects) including	R/O			
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**VIEWING WINDOW FROM CONTROL ROOM**

AR.03.02	P/F window from control room and VIP lounge.	P/F window from control room and VIP lounge.window to be made in 1.5"x 1.5" hardwood frame painted with fire resistant paint and fixed fire rated glass 12 mm thick.size 500x 500.	SQM	0.75		
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**| SILICON AND OTHER SEALANTS**

AR.03.03	Providing and fixing Silicon Sealant in windows (Aluminium, Steel, or Wooden) in the specified colour, complete in all respects.	Providing and fixing Silicon Sealant in windows (Aluminium, Steel, or Wooden) in the specified colour, complete in all respects.	RMT	50	
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**| ALUMINIUM GLAZED DOOR FOR FHC**

AR.03.04	Fully openable aluminium glazed doors for Fire Hose Cabinets. Doors to be finished in powder coated finish. Size 1200x1500mm	P/f fully openable aluminium glazed doors for Fire Hose Cabinets. Aluminium frame of powder coated extruded sections of high strength and weight ratio, joints mitred and jointed with heavy duty aluminium pressure die castleats, with fins to match the section of frames including p/f 6 mm thick Float glass of approved quality (Modi float or approved Equiv.) with snap fit aluminium screwless beading and special water-proof neoprene gasket lining, p/f all hardware, locks, aluminium powder coated handle etc., complete as per detailed drawings. (Powder coated, 60microns).	Nos	1	
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**AR.04 FLOORING FINISHES**

**| CEMENT / IPS FLOORINGS**



AR.04.01	40mm thick cement concrete flooring 1:1.5:3	40mm thick cement concrete flooring 1:1.5:3 (1 cement :2 sand :4 stone aggregate 20mm nominal size) finished with a floating coat of neat cement, rounding of edges and strips etc. complete	cum	40		
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### CW -- CIVIL WORK

Legend	Item	Description	Unit	Quantity	Cost/unit	Amount
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### CW.01 - DEMOLITION AND REMOVAL WORK

#### MASONARY DEMOLITION WORKS

CW.01.01	Dismantling of existing 9" brick work.	Dismantling of existing 9" brick work.	CUM	10.00		
CW.01.02	Dismantling of existing 4 1/2" brick work.	Dismantling of existing 4 1/2" brick work.	SQM	5.00		
CW.01.04	Dismantling of existing doors / windows.	Dismantling of existing wooden doors, windows, ventilators & their frames and stacking them neatly. The rate shall be inclusive of clearing mortar/concrete from the frame and holdfast.	No.	3.00		
CW.01.08	Disposal of malba from site.	Disposal of malba from site.	TRIP	10		



CW.01.09	Cutting of trenches upto 300mm wide 75mm deep in floor	Cutting of trenches upto 300mm wide 75mm deep in floor using electrical stone cutter inclusive of providing a level bed with coarse sand to receive raceways. The rate shall be inclusive of removal of debris, filling the trenches with 1:1.5:3 cement concrete inclusive of woven mesh and 1:2 cement mortar over the raceways to provide a solid surface as required and making uniform surface with neat cement to receive flooring.	Rm	100	
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#### | R.C.C. DEMOLITION

CW.02.01	Demolishing RCC work.	Demolishing RCC in beams, slabs, lintels, columns etc on all heights and weights	CUM	0.5	
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#### | FLOORING DEMOLITION

CW.03.01	Dismantling of PCC Flooring 3" thick	Dismantling of PCC Flooring 3" thick from flooring, cill etc	SQM	5	
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#### | CW.04 -- CONCRETES AND CEMENTS

#### | PLAIN CEMENT CONCRETE WORK

CW.04.01	P/L M20 grade concrete for base of audi steps as per detail	P/L PCC M20 grade concrete for a depth of 2" forming the top of steps of auditorium. Rates to include cost of form work in construction grade ply board.	CUM	10.00	
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#### | CINDER AND BRICKBAT FILLING



CW.04.03.01	Providing and laying cinder filling (Black clay Khangar) in dropped slabs / filled up areas as per site instructions.	Providing and laying cinder filling (Black clay Khangar) in dropped slabs / filled up areas as per site instructions.			
CW.04.03.02	P/F brickwork flooring for steps in audi stage and conference room with a Retaining wall using of class designation 75 grade in cement mortar 1:3:3 (1 230mm brick wallsin cement mortar 1:3:3 (1 cement: 3 coarse sand:3 Fine sand). And hollow fill by brick bats of uniform shape and size. retaining wall to be laid at intervals of not more than 1200mm C/C.	P/F brickwork flooring for step in audi stage and conference room with a Retaining wall using of class designation 75 grade in 230mm brick wallsin cement mortar 1:3:3 (1 cement: 3 coarse sand:3 Fine sand). And hollow fill by brick bats of uniform shape and size. retaining wall to be laid at intervals of not more than 1200mm C/C.	CUM	8	

#### CW.05 -- MASONRY WORKS /PRODUCTS

#### BRICK MASONRY WORK

CW.05.01	9" Brick work in superstructure in Cement mortar 1:6	9" Brick work in superstructure in Cement mortar 1:6 (1 cement :6 sand) with bricks cl. 100 sub-class 'A'.	CUM	50.00	
CW.05.02.	Half brick masonry in Cement mortar 1:4 in superstructure cl. 100 sub-cl. 'A' / 2no 6mm dia MS bars	Half brick masonry in Cement mortar 1:4 (1 cement : 4 sand) in superstructure with bricks of cl. 100 sub-cl. 'A' i/c reinforcement of 2no 6mm dia MS bars at every third course.	SQM	20.00	



**CW.06 -- CIVIL SURFACE TREATMENTS**

**CEMENT PLASTERS**

<b>CW.06.01</b>	10mm avg. th. float finished cement plaster 1:6 on PCC laid for steps of auditorium as a smooth base for carpeted flooring.	10mm avg. th. float finished cement plaster 1:6 on PCC laid for steps of auditorium as a smooth base for carpeted flooring, rates to include leaving a margin of 10mm towards the edge of step only in the aisle for putting a 10mm ply strip 150mm wide on horizontal and vertical face of the step, width of the step to be taken as 1100mm.	<b>SQM</b>	50		
		Cost to be quoted for P/F 150 mm wide and 1100 mm long strips in 10 mm ply on horizontal and vertical face of the step.	<b>SQM</b>	15		
<b>CW.06.02</b>	12mm cement plaster of mix 1:6 (1 cement : 6 sand)	12mm cement plaster of mix 1:6 (1 cement : 6 sand) in single coat on cement concrete block/fair side of brick wall.	<b>SQM</b>	300		

**CW.07 -- WATER PROOFING WORKS / PRODUCTS**

**SURFACE WATERPROOFINGS**

<b>CW.07.01</b>	Extra for providing & mixing waterproofing admixture (ACCO proof, CICO or as approved) in cement concrete	Extra for providing & mixing waterproofing admixture (ACCO proof, CICO or as approved) in cement concrete work in proportion recommended by the manufacturers. (Unit for dry admixture to be in kg., for liquid admixture in lt.).	<b>KG/LT</b>	<b>R/O</b>		
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# IN -- INTERIOR WORKS

## FALSE CEILINGS

### IN.01 -- GYPSUM AND P.O.P. CEILINGS

Legend	Item	Description	Unit	Quantity	Cost/unit	Amount
IN.01.01	P/F 12.5 mm thick India Gypsum board ceiling with GI frame work without paint	P/F 12.5 mm thick India Gypsum board ceiling for flat surfaces with G.I. frame work, hangers, clips, nut and bolts, cleats and jointed with compound tape, complete as per specifications of manufacturers (M/s India Gypsum Ltd.) without any paint				



IN.01.02.	P & F Plaster of Paris false ceiling in <b>straight surfaces (not curves)</b> using pressed and rolled GI 22 gauge cross runner	P & F Plaster of Paris false ceiling in <b>straight surfaces (not curves)</b> using pressed and rolled GI 22 gauge cross runner (20 x 60 mm) at 300 mm c/c suspended from the RCC slab with adjustable GI sheet suspenders (in main areas and narrow strips etc) applying cast in situ plaster of paris in layers (20-25 mm thick) over wire mesh fixed to cross runner and finished smooth i/c providing extra framework for electrical fittings A/C diffusers and or any of the cutouts p/f wooden fittings, fittings A/C diffusers and or any of the cutouts i/c scaffolding etc. complete as per detailed site instruction.	SQM	R/O	
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IN.01.05	Coves in commercial board for wall panels of auditorium	Providing & fixing of coves in commercial board on the side walls of auditorium as per details in the drawing. Size of the coves to be taken from the <b>Detail A1.1 Drawing no. A 302</b>	Rm	50.00	
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|IN.03 -- FLOORING FINISHES



IN.03.01	carpet flooring	<p><b>Supply and Installation of Carpet</b></p> <p>The carpet should be protected with polythene sheets immediately after laying. The laying shall be done with manufacturers' approved imported adhesive. Please note that the rate shall also be inclusive of one comprehensive cleaning of carpets by the process of dry-cleaning on occupation and wet shampooing/hot water extraction after 2 weeks of the occupation of the building or after all other fit out work is complete in all respects, whichever is later.</p>	SQM	330.00		
IN.03.02	1" thk Well seasoned solid hard Wood flooring	<p>Providing / laying engineered hard wood flooring of 3/4" thickness in approved shade protecting the face with polythene cover and POP Powder till the handing over of the site. rates to include laying a base of commercial ply and 4mm PU underlay below wooden flooring</p>	SQM	45.00		

**IN.06 -- WASHES, DISTEMPERS, & ENAMEL PAINTING**

IN.06.01	Painting with plastic emulsion on gypboard false ceiling	<p>Painting with plastic emulsion on gypboard false ceiling using plastic emulsion of approved brand and manufacture. Job includes as many coats as necessary to achieve finish upto architects approval. All finishes are to be as many coats required to achieve Architects approval of finish.</p>	SQM	250		
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IN.06.02	Painting with plastic emulsion on <b>Plaster of Paris false ceiling</b>	Painting with plastic emulsion on Plaster of Paris false ceiling using plastic emulsion of approved brand and manufacture. Job includes as many coats as necessary to achieve finish upto architects approval. All finishes are to be as many coats required to achieve Architects approval of finish.	SQM	R/O	
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#### IN.08 -- POLISHING WORK

IN.08.01	Applying spirit or oil stains on wood based surfaces	Applying spirit or oil stains (any colour) on wood based surfaces, to give an even surface including cleaning the surface of all dirt, dust and sand papering so as to produce a smooth, dry and matt surface including stopping and knotting.	SQM	100	
IN.08.02	SPIRIT POLISH	Applying spirit or oil stains (any colour) on wood based surfaces, to give an even surface including cleaning the surface of all dirt, dust and sand papering so as to produce a smooth, dry and matt surface including stopping and knotting.	SQM	125	
IN.08.03	Melamine Polishing of wooden surface l/c preparation of base	Melamine Polishing of wooden surface l/c preparation of base of approved shade	SQM	125	

#### IN.09 -- PAINT WORK ON NEW SURFACES



IN.09.01	Plastic Emulsion painting on a <b>Plaster of Paris (POP)</b> punned base ( 3 coats)	Plastic Emulsion painting on a Plaster of Paris (POP) punned base ( 3 coats) with plastic emulsion paint of approved brand and manufacture on POP punned base of walls, including making putty base (1 nos). All finishes are to be as many coats required to achieve Architects approval of finish.	SQM.	60.00	
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**IN.11 -- WALL PUNNING IN PLASTER OF PARIS**

IN.11.01	Punning on wall surfaces with Plaster of Paris. Punning to be between 5 mm to 10 mm thick at an average.	Punning on wall surfaces with Plaster of Paris job involves hacking and cleaning of existing wall or plaster, and punning with Plaster of Paris using fine Gypsum Plaster and finishing to a smooth finish capable of taking paint / wall paper etc. without any extra finishing work -- only putty to be done later. Punning to be between 5 mm to 10 mm thick at an average.	SQM	60.00	
IN.11.02	Providing and fixing Chicken wire mesh in POP punning, only the cost of material and labour of the chicken wire mesh	Providing and fixing Chicken wire mesh in POP punning, using galvanized wire chicken wire mesh nailed into the wall / plastered surface with galvanised Iron nails (not Black nails.) Job rate not to include POP punning -- only the cost of material and labour of the chicken wire mesh	SQM.	R/O	



**|IN.12 -- PARTITIONS, PANELING AND ASSOCIATED**

<b>IN.12.03</b>	75 mm thick partition finished in 6mm ply on both sides	Providing and fixing wooden partition using hollock wood frames. Outer size = 75 mm wide, length as indicated in drawing and using 6 mm thick commercial ply on both sides. Frames are to be at 600 mm centre to centre. Rate to include all hardware, glue, and fasteners used to bolt onto floor, etc.	<b>SQM</b>	<b>10</b>	
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<b>IN.12.06</b>	P/F Veneer panelling in 4mm wood finished veneer of approved finish on a base of 12mm ply fixed to a 12mm ply fixed to a framework of 50 x 75 GI studs	P/F Veneer panelling in 4mm wood finished veneer of approved finish on a base of 12mm ply fixed to 16 gauge GI frames at approx. 400 to 600 centres both ways with slab and floor members 50 x 25 inclusive of additional members for skirting, switch boxes, white marker boards, doors, windows, etc. All frames shall be tied to the soffit of slab. Frames shall be measured by center-line length and maximum ht. upto soffit of slab.	<b>SQM</b>	120.00	
<b>IN.12.07</b>	Fabric panelling in fire retardant fabric stretched by using 19mm UPVC grippers in end and transition profile as required.grippers to be screwed over a framework of 150mm wide strips of 12mm commercial ply fixed on to 50 x 75 GI studs.	Fabric panelling in fire retardant fabric stretched by using 19mm UPVC grippers in end and transition profile as required.grippers to be screwed over a framework of 150mm wide strips of 12mm commercial ply fixed on to 50 x 75 GI studs.	<b>Sqm</b>	200.00	



IN 12.08	P/F Ribbed carpet finish over a base of 12 mm ply in front of stage area.	P/F Ribbed carpet finish over a base of 12 mm ply in front of stage area. rates to include P/F of 12mm commercial ply in curved face and necessary wooden framework.	Sqm	10		
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#### IN.14 -- FIXED FURNITURE

IN.14.02	low height storage unit made in commercial board and finished with 1.5mm laminate on all faces.	Low height storage unit made of 19 mm commercial board .shutter fascia to be made out of 19 mm commercial board and finished with 1.5 mm laminate as approved on both faces. Intermediate shelf also in 19 mm commercial board with wooden lipping and finished in 1.5mm laminate on top and bottom. Size of cabinet to be taken as 3000 x 500 x 750	Nos	1		
IN.14.03	Over head storage unit made in commercial board and finished with 1.5mm laminate on all faces.	over head storage unit made of 19 mm commercial board .shutter fascia to be made out of 19 mm commercial board and finished with 1.5 mm laminate as approved on both faces. Intermediate shelf also in 19 mm commercial board with wooden lipping and finished in 1.5mm laminate on top and bottom. Size of unit to be taken as 3000 x 375 x 1000	Sqm	3		

#### IN.15 -- TEMPORARY PARTITIONS AND SCAFFOLDS



IN.15.01	Temporary Plywood Partitions	Providing and fixing temporary plywood partitions comprising of Kail / or partial wood framework made of 50 mm x 50 mm (rough cut) sections on a grid of 600 mm x 600 mm, with 8 mm thick plywood on <b>one side (only)</b> , painted with both wood primer and 2 coats of enamel paint on each (both finished and framework side). Quote to include removal / dismantling (when the job is over, and to handover surplus material to the client).	SQM	25	
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#### IN.16 -- LOOSE FURNITURE

IN.16.01	Executive chairs for auditorium with fixed base and a swivel mechanism for rotation		Nos	90	
IN.16.18	Table for auditorium in veneer top matt polish on a 4 " dia MS powder coated cylindrical pipe gas welded to a gusset plate firmly fixed to the floor using fasteners	size 600 x 375mm	Nos	90	
IN.16.19	Making Dias in wooden finish for speaker on stage as per detail	size 750x 1050	Nos	1	

#### IN.17 -- MISCELLANEOUS WORKS



MW.01	SS signage	Providing & fixing 1.5mm stainless steel signage (grade 304) with acid etching/ black/colour infill. (signage size may vary between 7.5cm x 25cm and 30cm x 30cm)	no.	2.00	
MW.02	Lock and Key	Providing master key set for all door locks.	set	1.00	
MW.03	Floor mats	Providing and fixing floor mats.			
		3M floor mats-Nomad for heavy traffic.	sgm	4.00	
		Coral floor mats.	sgm	rate only	
MW.04	wooden railing	P/F wooden railing at the steps of audi stage as per detail A 1.2 Drawing number A 302	Rmt	5.00	
MW.05	Curtain	P/F biparting curtain in 1.2 m wide fabric stitched as approved base rate of fabric to be 1500 Rs rmt.	Rmt	42.00	
MW.06	Motorised curtain retractable system	P/F ceiling recessed track with retractable shaft connected to a motor . Track to run the biparting curtain. Length of track to be taken as 10.5 m	L.S		
MW.06	Step lights	P/F LED lit steplight in Powder coated aluminium finish. Each steplight to be 1m wide.	nos	40.00	
MW.07	EXIT Signage	P/F exit signage box in black powder coated finish	nos	6	
TOTAL					