

**NEW HOCKEY STADIUM AT ASRAMAM, KOLLAM (ADDITIONAL WORKS) – EARTH FILLING INSIDE THE STADIUM**

TENDER NO : 36/NGS/2012-13

Owner : The Chief Engineer  
National Games Secretariat  
Chandrasekhar Nair Stadium  
Trivandrum 695 033  
Tel: 0471 2302287

Consultants : BSNL.

Accepting Authority : The Chief Engineer  
National Games Secretariat  
Chandrasekhar Nair Stadium  
Trivandrum 695 033  
Tel: 0471 2302287

Probable Amount of Contract : Rs.77,14,800/-

Earnest Money Deposit : Rs.1,92,900/- in the form of crossed demand draft from Nationalised/Scheduled Bank drawn in favour of The Chief Engineer, National Games Secretariat at Trivandrum.

Time of completion : 3 months

Last Date of Receipt of Tender : 18.04.2013 AT 3.00 PM

Date of opening of Tender : 19.04.2013 AT 11.00 AM

Venue of Receipt/opening of Tender : The Chief Engineer  
National Games Secretariat  
Chandrasekhar Nair Stadium  
Trivandrum 695 033  
Tel: 0471 2302287

Issued by : The Chief Engineer  
National Games Secretariat  
Chandrasekhar Nair Stadium  
Trivandrum 695 033  
Tel: 0471 2302287

Issued to :

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# **1. NOTICE INVITING TENDER**

## **1.0 NOTICE INVITING TENDER**

**1.01** Sealed percentage rate tenders are invited on behalf of National Games Secretariat, Trivandrum (hereinafter called the ACCEPTING AUTHORITY) for New Hockey Stadium at Asramam, Kollam (Additional Works) – Earth filling inside the Stadium from eligible Contractors possessing appropriate class registration in CPWD, State PWDS, MES, Government Undertakings for executing this work. A certified copy of the Contractor's License shall be enclosed with the Tender. Partnership firms shall furnish full names of all partners in the tender. It may, however, be signed in the partnership name by one of the partners or by a duly authorized representative, followed by the name and designation of the persons signing.

### **Eligibility Criteria**

1. The tenderer should have satisfactorily completed two similar works of value not less than 50% of PAC of the work in a single Contract, during the last 3 years as Prime Contractor (satisfactory completion certificate from the Client for the work done should be submitted along with the application for issue of tender document).
2. The tenderer should have a valid Service tax Registration Certificate (A copy of the same shall be submitted along with the application for issue of tender document)

The schedule of quantities, tender drawings, specifications and commercial conditions of the Contract are appended.

1.02 The general information of the project is given in Annexure to this NIT. The information is only indicative. The tenderers are required to visit the site and familiarise themselves with the site conditions, nature of strata, availability of construction materials, etc., before quoting. The drawings, general & special conditions of Contract, schedule of quantities and the specifications may be carefully studied before they offer their quote. No claims for extra compensation over and above the quoted rates will be entertained by ACCEPTING AUTHORITY on the ground that the tenderer have misjudged site conditions, nature of strata, tender conditions or any item of tender. The tender documents can be obtained from the office of Chief Engineer, National Games Secretariat, Palayam, Thiruvananthapuram on cash payment of Rs. 11,600/- + tax 5% on any working days during office hours from 25.03.2013 up to 12 Noon 18.04.2013. or download from the official website of the National Games Secretariat, [www.35thnationalgames.in](http://www.35thnationalgames.in). Those who download the bidding documents from the website shall enclose a separate Demand Draft along with the bidding document towards the cost of the tender form mentioned. This payment is not refundable.

1.03 The quoted tender documents signed and completed in all respects shall be forwarded so that it reaches the office of the Chief Engineer, National Games Secretariat,

Palayam, Thiruvananthapuram on or before 3.00 PM on 18.04.2013. Any tender received after the due time on this date will be rejected.

1.04 Tender shall be deposited in a sealed envelope superscribing Tender No. and name of work and shall contain:

1. Earnest Money Deposit as specified
2. Tender Drawings
3. Tender documents
4. Preliminary agreement duly executed on non-judicial stamp paper of value not less than Rs.100/- as per proforma attached.
5. Cost of tender documents in the form of DD.

1.05 Tender will be opened in the presence of tenderers or their authorized representatives who are present at 11.00 AM on 19.04.2013 at the venue specified. In the event of the specified date of Bid opening being declared a holiday for the ACCEPTING AUTHORITY, the tender will be opened at the same location at same time on the next working day.

1.06.01 After the public opening of the tenders, the information relating to the examination, clarification, evaluation and comparison of tenders and recommendations concerning the award of Contract shall not be disclosed to the tenderer and other persons not officially concerned with such process.

.02 Subject to ACCEPTING AUTHORITY's right to accept any tender and reject any or all tenders; the work will be awarded to the tenderer whose bid has been determined to be substantially responsive to the tender documents and who has offered the lowest Evaluated Tender Price provided further that the tenderer has the capability and resources to carry out the Contract effectively.

.03 Prior to the expiry of the period of validity of the tender ACCEPTING AUTHORITY will notify the successful tenderers in writing their name the sum which ACCEPTING AUTHORITY will pay to the Contractor in consideration of the execution, completion, operation, maintenance and guarantee of the work by the Contractor as specified by the Contract (hereinafter called the Contract price). This letter of acceptance will constitute the formation of a Contract.

.04 Before commencing the work and within fourteen days after the letter of acceptance of the tender has been intimated to him, the tenderer shall make a security deposit as given in clause 1.10 of this notice and furnish the same for the proper fulfillment of the Contract and shall execute an agreement for the work in required non-judicial stamp paper of value not less than Rs.100 in the prescribed format.

.05 If the tenderer fails to execute the agreement as stated above within the specified period, the earnest money deposit shall be forfeited to ACCEPTING AUTHORITY and fresh tenders called for or the matter otherwise disposed off. If as a result of such measures due to the default of the tenderer to pay the required deposit, execute the agreement or take possession of the work site, any loss to ACCEPTING AUTHORITY results, the same will be recovered from the tenderer by deducting from

any amount due to him from other works or revenue recovery or by suitable course of action including legal proceedings.

- .06 Tenders not properly filled, mutilated with incorrect calculations or generally not complying with the conditions are susceptible to be rejected.
- 1.07 In the case of percentage rate Contract only a single rate as an overall percentage above or below or at par with the rate given in the schedule by a single entry at the bottom of the schedule under the head quoted rate, may be made. The overall percentage rate accepted and specified in the agreement shall not be varied on any account whatever. The rate thus quoted will be deemed to include the cost of all materials, labour, hire charges for all machinery's, cost of fuel, power, all leads and lifts, taxes, levies, royalties all over heads contingencies, profits, etc. and the quoted price is all inclusive. The total Contract price shall also be worked out and entered in.
- 1.08 If the tender is made by an individual it shall be signed with his full name and his complete address shall be given. If it is made by partnership firm it shall be signed with the co-partnership name by a member of the firm who shall sign his own name and give the name and address of each partner of the firm and attach a copy of 'Power of Attorney' with the tender authorising him to sign on behalf of the other partners. A certified copy of the 'Registered Partnership Deed' shall also be submitted along with the tender. A certified copy of the registered deed shall also be submitted along with the tender. The tender should be in a sealed cover.

#### 1.09 **EMD**

- .01 Earnest Money Deposit is Rs 1,92,900/- It shall be drawn from Nationalised/Scheduled bank in the form of crossed demand draft in favour of The Chief Engineer, National Games Secretariat, Trivandrum.
- .02 EMD of the unsuccessful tenders will be refunded without any interest on finalisation of the Contract with the successful Tenderer or on the expiry of the validity period whichever is earlier.
- .03 EMD deposited with ACCEPTING AUTHORITY will be forfeited,
- i) if a bidder withdraws his bid during the period of validity specified.
  - ii) if the successful bidder fails within the time limit to sign the Contract document or fails to furnish the required security deposit.

#### 1.10 **SECURITY DEPOSIT**

- .01 The successful tenderer on receipt of the letter of acceptance will deposit an amount equal to 5% of the Contract Price subject to a maximum of Rs.2,00,000/- in the form of a crossed demand draft drawn in favour of National Games Secretariat, Trivandrum payable at Trivandrum. If the Probable Amount of Contract is more than Rs.2 crore the security deposit will be 10% of the PAC without any limit.

.02 EMD will be refunded to the Contractor after remittance of the security deposit and execution of the agreement.

#### **1.11 RETENTION MONEY**

.01 Retention Money at the rate of 10% of the value of work done from each running bill will be deducted from first and following part bills until such time as the cumulative total of such deductions including security shall amount to 10% of the Contract value.

.02 Provided that when the Retention money reaches above 1% of the Contract value or Rs.5 lakh, whichever is higher, subject to the discretion of Accepting Authority, if the Contractor so demand may convert the amount coming above the said value, on its accumulation to a minimum amount of Rs.5 lakh into one of the Government securities or Bank guarantee from any nationalised bank; the bank guarantee being valid till the completion of the defect liability period and subject to the condition that such bank guarantee shall be for a minimum amount of Rs.5 lakh; except for the last one.

.03 All the deposits of EMD, SECURITY DEPOSIT and RETENTION MONEY will not bear any interest whatsoever.

.04 No retention money will be paid if the contract value is more than Rs.2 crore.

#### **1.12 REFUND OF SECURITY DEPOSIT & RETENTION MONEY**

1.12.1 On satisfactory completion of the work and on recording of completion certificate, the retention money will be released based on the report from the Engineer-in-charge.

1.12.2 On expiry of the defects liability period or on payment of the amount of the Final Bill which ever is later, the Engineer-in-charge, shall recommend on demand from the Contractor to refund to him the security deposit (i.e. amount retained as per clause 1.10 above) and the same will be refunded by the Accepting Authority provided that the Engineer-in-charge is satisfied that there is no demand outstanding against the Contractor.

#### **1.13 STATUTORY DEDUCTIONS**

1.13.1 Income-tax at the rate prevailing at the time of payment will be deducted from each running account bill and final bill.

1.13.2 All statutory payments in connection with the employment of the workmen for this work will be borne by the Contractor.

1.13.3 The Contractor is the employer of all the worker's engaged for this work and should therefore take all required registrations and pay premium correctly to labour welfare funds constituted by the Union Government and Government of Kerala from time to time as per the existing rules.

1.13.4 All statutory deductions shall be made from the amount eligible to the Contractor in each part bill at current rates. The deduction towards the work Contract tax shall be as per the prevailing rates of Kerala Government Sales Tax Rules. Any tax omitted, to be deducted in any part bill shall be deducted in the subsequent bills/final bill.

#### 1.14 **QUANTUM OF WORK**

1.14.01A schedule of approximate quantities for various items accompanies this tender. It shall be definitely understood that ACCEPTING AUTHORITY do not accept any responsibility for the correctness or completeness of this schedule in respect of items and quantities and this schedule is liable to alteration by deletions, deductions or additions at the discretion of ACCEPTING AUTHORITY without affecting the terms of the Contract.

1.14.02ACCEPTING AUTHORITY reserves the right to increase or decrease the quantum of work at site without assigning any reason.

1.14.03Variations in the quantities put to tender will not be the basis of any claim or disputes. The rates agreed by the Contractor shall hold good for any amount of variation in the quantities and no claims whatsoever will be entertained on this amount. The Contractor shall carry out all works as directed by ACCEPTING AUTHORITY at the same agreed rates.

#### 1.15 **ALL INCLUSIVE RATES**

The Contractor's rate must be firm and include the cost of transportation of material to the site, all taxes such as Sales Tax, Service tax, Excise and octroi, etc. and the fixing or placing in position for which the item of work is intended to be operated. The rates quoted by the Contractor shall be firm throughout the Contract period and there shall be no up ward revision of the rates quoted by the Contractor for any reasons whatsoever. It should be clearly understood that any claims for extra Sales Tax, Service Tax, Excise duty, Construction Tax or any Additional tax, etc., shall not be entertained in any case whatsoever once the tenders are opened.

#### 1.16 **INTERPRETING SPECIFICATIONS**

1.16.01In interpreting the specifications, the following order or decreasing importance shall be followed:

- a. Specification mentioned in Schedule of Quantities
- b. Unit Rate Specifications and Technical Specifications,
- c. Special Conditions of Contract,
- d. Drawings,

1.16.02Matters not covered by the specifications given in the Contract, as a whole shall be covered by the relevant Indian Standard Codes. If such codes on a particular subject have not been framed, the decision of ACCEPTING AUTHORITY shall be final.



## **1.17 ALTERATIONS**

No alterations shall be made by the tenderer in the Notice Inviting Tender, Instructions to the Contractors, Contract form, General Conditions of the Contract, Special Conditions of Contract, drawings and specifications and if any such alterations are made or any conditions attached, the tender is liable to be rejected.

## **1.18 ACCEPTANCE OF THE TENDER**

1.18.01 The acceptance of a tender rests with the Authorised Representative of ACCEPTING AUTHORITY who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all the tenders received without assigning any reason(s) whatsoever.

1.18.02 The authorised representative of ACCEPTING AUTHORITY reserves the right of accepting the whole or any of the tenders received and the tenderer shall be bound to perform the same at the rates quoted.

1.18.03 The work shall be carried out under the direction and supervision of ACCEPTING AUTHORITY or their representative at site. On acceptance of the tender, the Contractor shall intimate the name of his accredited representative who would be supervising the construction and would be responsible for taking instructions for carrying out the work.

1.18.04 ACCEPTING AUTHORITY's decision with regard to the quality of the material and workmanship will be final and binding, any material rejected thus shall be immediately removed by the Contractor and replaced by materials as per specifications and standards.

## **1.19 DEFECTS LIABILITY PERIOD**

Defect Liability Period will be 12 months from the date of completion of work. Any defect developed within 'Defect Liability Period' will have to be rectified by the Contractor at their own cost and in case the defects are not rectified by the Contractor, ACCEPTING AUTHORITY or their representative shall get the work done at the risk and cost of the Contractor.

## **1.20 DELAYS IN COMMENCEMENT**

The Contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause for such delays may be including delays in procuring Government Controlled or other materials.

## **1.21 OCCUPATION IN PART & CO-OPERATION**

1.21.01 If ACCEPTING AUTHORITY wants to occupy areas in part, the Contractor shall complete the work of these areas in conjunction with ACCEPTING AUTHORITY

and hand over the same to ACCEPTING AUTHORITY without affecting any of the clause of Contract agreement.

1.21.02 The Contractor must co-operate and co-ordinate with other Contractors involved in other works at the site. The Contractor should also note that they shall have to clear the site of vegetation, debris, etc. before the commencement of the work and that no extra payment is permissible on this account.

## 1.22 **ISSUE OF MATERIALS, TOOLS AND PLANT**

1.22.01 The Contractor should inspect the source of materials, their quality, quantity and availability. All materials must strictly comply with the relevant B.I.S. specifications.

1.22.02 ACCEPTING AUTHORITY shall issue the following material or Tools and Plants required for the execution of the works.

- a) Materials **Nil**
- b) Tools and Plants **Nil**

## 1.23 **PERIOD OF CONSTRUCTION**

Time is the essence of this contract. The construction period shall be 6 months. Commencement of the work shall be considered from the date of receipt of letter of acceptance and handing over possession of the site. The Contractor shall draw a detailed schedule of programme in the form of a Bar Chart on whole work, within one week of award of work and submit to the Consultants for their approval.

## 1.24 **INSURANCE**

The successful tenderer shall take out Contractor's All Risk (CAR) insurance policy, jointly in the name of ACCEPTING AUTHORITY and the Contractor, and the original policy shall be deposited with ACCEPTING AUTHORITY.

1.26 This Notice Inviting Tender will form part of the tender document and the agreement executed by the successful tenderer.

**The Chief Engineer  
National Games Secretariat.**

## ANNEXURE TO NIT

### GENERAL INFORMATION OF THE PROJECT

1. Name of Project : New Hockey Stadium at Asramam, Kollam  
(Additional Works) – Earth filling inside the Stadium
2. Site and location : Asramam, Kollam
3. Nature/scope of work : New Hockey Stadium at Asramam, Kollam  
(Additional Works) – Earth filling inside the Stadium
4. Nearest Railway Station : Kollam
5. Nearest Airport : Thiruvananthapuram
6. Owner/Client : The Chief Engineer  
National Games Secretariat  
Chandrasekhar Nair Stadium  
Trivandrum 695 033  
Tel: 0471 2302287
7. Consultants : The Executive Engineer  
BSNL Civil Division,  
2<sup>nd</sup> Floor, CTO Building,  
Chinnakkada, Kollam
8. Accepting Authority : The Chief Engineer  
National Games Secretariat  
Chandrasekhar Nair Stadium  
Trivandrum 695 033  
Tel: 0471 2302287
9. Payment Authority : The Chief Engineer  
National Games Secretariat  
Chandrasekhar Nair Stadium  
Trivandrum 695 033  
Tel: 0471 2302287
10. Period of completion of work : 3 months.
11. Schedule taken : KPWD Schedule of Rates 2012

## **2. GENERAL CONDITIONS OF CONTRACT**

## **2.00 GENERAL CONDITIONS OF CONTRACT**

### 2.01.00 Definitions

- 2.01.01 In the contract (as hereinafter defined) the following words and expressions shall have the meaning hereby assigned to them except where the contract otherwise requires.
- 2.01.02 The “Owner/Client” shall mean the Corporation/Board/Department/Person for whom the work is being arranged.
- 2.01.03 The ACCEPTING AUTHORITY shall mean the Accepting Officer/Firm with whom the Contractor executes the Agreement and this shall be mentioned in NIT.
- 2.01.04 The “Contractor” shall mean person or persons, firm or company whose tender has been accepted and includes the contractor’s legal representatives, successors and permitted assigns.
- 2.01.05 The “Consultants” shall mean BSNL. who are consultants to the Owner for this project and having their office at The Executive Engineer, BSNL Civil Division, 2<sup>nd</sup> Floor, CTO Building, Chinnakkada, Kollam, for the present or any other competent agency duly appointed by OWNER/CLIENT to act as consultants for the purpose of the contract. The words “Consultants” “Consulting Engineers” appearing elsewhere in the tender shall also mean consultants.
- 2.01.06 “Tender” shall mean the tender submitted by the contractor for acceptance before the ACCEPTING AUTHORITY.
- 2.01.07 The “work” shall mean and include all works to be executed in accordance with the contract or part thereof as the case may be and shall include all extras, additional, altered or substituted works required for the purpose of the contract.
- 2.01.08 The “Contract Document” shall mean the agreement between ACCEPTING AUTHORITY and the contractors for the execution of the work including therein all documents such as the Notice Inviting Tender, Tender Forms, General Conditions of Contract, Technical Specification, Schedule of Quantities, Special Conditions of Contract, Letter of Acceptance, Agreed variation if any, drawings, work orders, and / or any other / correspondences or negotiations, etc.
- 2.01.09 “Specifications” shall mean all directions, various technical specifications, provisions and requirements attached to the contract which pertain to the method and manner of performing the work, and the materials to be furnished under the contract for the work as may be amplified or modified by ACCEPTING AUTHORITY/Consultant, drawings for the performance of the contract in order to provide the unforeseen conditions or in the best interest of the work. It shall also include the latest revised version of the relevant B.I.S. specification and other relevant codes.

- 2.01.10 “Site” shall mean the land allotted by the Owner/Client under in or through which the work is to be carried out.
- 2.01.11 “Letter of Acceptance/Award of Work” shall mean an intimation by letter, telegram, telex or fax to the tenderer that the tender has been accepted in accordance with the provisions contained therein.
- 2.01.12 “Engineer” shall mean the Engineering Personnel representing ACCEPTING AUTHORITY/Consultant and entrusted with work of supervision of work at the site.
- 2.01.13 “Contract sum/price” shall mean the total sum referred to in the schedule of quantities and rates and accepted by ACCEPTING AUTHORITY.
- 2.01.14 The ‘Probable Amount of Contract’ (PAC) shall mean the Estimated amount/ Tendered amount of the work.
- 2.01.15 The “Payment Authority” shall mean the Officer/Firm who makes payments of the bills for the work done and this shall be mentioned in NIT.
- 2.02.00 **SITE**
- 2.02.01 Location and details of site are specified in NIT.
- 2.02.02. Entry into the project area will be restricted. Passes and permits will have to be obtained from Owners for entry of all persons and vehicles into the project area. During working, the contractor shall provide barricades and screens and working place shall be isolated from other places. Working place shall be visible from other areas.
- 2.03.00 **SCOPE OF WORK**
- 2.03.01 The scope of work is described in the NIT.
- 2.03.02 The scope of work further includes variation or modification of design, quantity or quality of work, addition, omissions or substitution of any work, under the instruction of ACCEPTING AUTHORITY/Consultant. Such instructions shall be complied forthwith.
- 2.03.03 The Contractor shall provide all necessary labour, materials, equipments and management and supervisory personnel to complete the works provided under this contract in time.

## **2.04.00 ASSIGNMENT AND SUB-CONTRACTING**

### **2.04.01 ASSIGNMENT**

The contractor shall not assign the contract or any part thereof or any benefit or interest therein or thereunder without the written permission of ACCEPTING AUTHORITY; not shall transfers be made by Power of Attorney authorizing others to carry out the work or receive payment on behalf of the tenderer.

### **2.04.02 SUB-CONTRACTING**

The contractor shall as soon as practicable, after signing the contract, notify to the Engineer-in-Charge, in writing, the names of the subcontractors proposed for the work.

The Contractor shall be fully responsible to ACCEPTING AUTHORITY for the acts and omissions of his subcontractors and of persons directly or indirectly employed by them, as he is for the acts and omissions of persons employed by him.

Nothing contained in the contractual documents shall create any contractual relation between any subcontractor and the ACCEPTING AUTHORITY.

Subcontracting shall be limited to NOT exceeding 40% of the total amount of contract. In case of specialised nature of work requiring very high quality stipulations, such works shall not be subcontracted unless:-

- a) The subcontractor firm has sufficient expertise, equipment/plant back up and experience in the similar nature of work.
- b) The subcontractor firm has sufficient financial background. The firm should have atleast 20% of the value of work to be sublet as net assets.
- c) The subcontractor firm has a track record of completing the works on time and to the quality stipulations.
- d) The subcontractor firm has not run into litigation/ arbitration in the past three years with the clients.

In no event can any delay or unsatisfactory work conducted by the subcontractor can either be accepted or can be contractor adduce such delay or unsatisfactory work attributable to subletting of work. The main contractor shall be fully responsible for the contract and Management of subcontractors.

## **2.05.00 DRAWING**

### **2.05.01 ISSUE OF DRAWINGS**

Drawings approved for construction will be issued to the Contractor progressively during the contract period and the Contractor shall arrange for the execution of the

works and the procurement of materials accordingly. The Contractor shall give adequate notice in writing to ACCEPTING AUTHORITY or his representative of any further drawings or specifications that may be required for the execution of the works or otherwise under the contract.

#### **2.05.02 COPIES OF DRAWINGS TO BE KEPT AT SITE**

One copy of the drawings furnished to the Contractor as aforesaid shall be kept at the site and the same shall at all reasonable times be available for inspection and use by ACCEPTING AUTHORITY or their representative and by any other person authorised by ACCEPTING AUTHORITY in writing.

#### **2.05.03 ISSUE OF FURTHER DRAWINGS AND INSTRUCTIONS**

ACCEPTING AUTHORITY shall have full power and authority to supply to the Contractor from time to time through his representative, during the progress of the works such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the Contractor shall carry out and be bound by the same.

#### **2.05.04 OWNERSHIP OF DRAWINGS**

All drawings supplied to the Contractor are deemed to be the property of KITCO. The Contractor should not divulge or use, except for the purpose of this contract, any information contained in the drawings.

#### **2.05.05 EXECUTION AS PER DRAWINGS**

The Contractor must not vary or deviate from the drawings in any respect while executing the work or executing any extra work of any kind whatsoever unless authorised by ACCEPTING AUTHORITY.

#### **2.05.06 PLANS AND DRAWINGS TO BE SUBMITTED BY CONTRACTOR**

The Contractor shall submit the following information in triplicate to ACCEPTING AUTHORITY for approval within the time stipulated: each item below:-

- a) A general tentative layout plan of construction plant and equipments for the execution of work within 7 days from the date of receipt of work order.
- b) Drawings or prints showing the location of major plants and other facilities which he proposes to put up at the site, including any changes in the general layout, at least 7 days prior to the commencement of the respective work.

Layout and details of temporary works that the contractor wants to carry out to fulfil his obligation under the contract. Within 15 days ACCEPTING AUTHORITY will give their approval/comments sufficient to proceed with the work or



objections/instructions to the Contractor based on which the drawings shall be revised and submitted again for approval by the Contractor.

All these plans and drawings submitted by the Contractor and approved by ACCEPTING AUTHORITY shall become part of the contract.

#### **2.05.07 ROYALTIES AND PATENT RIGHTS**

All royalties or other sums payable in respect of the supply and use in carrying out the work as desired by or referred to in the schedule of quantities of any patented articles, process or inventions shall be deemed to have been included in the contract sum and the Contractor shall indemnify ACCEPTING AUTHORITY from and against all claims, proceedings, damages, costs and expenses which may be brought or made against ACCEPTING AUTHORITY or to which he may be put by reason of the Contractor infringing or being held to have infringed any patent rights in relation to any such articles, process and inventions.

#### **2.06.00 GENERAL OBLIGATIONS**

##### **2.06.01 INSPECTION OF SITE ETC. BEFORE SUBMISSION OF TENDER**

The Contractor shall inspect and examine the site and its surroundings, and shall satisfy himself before submitting his tender, as to the nature of the ground, form and nature of the site, the quantities and nature of work and materials and its availability required for the completion of the works, the means of access to the site, the local labour conditions, the accommodation he may require and in general shall obtain all necessary information as to the risks, contingencies and other circumstances which may influence or affect his tender. He must go through all the drawings, specifications and other tender documents. Any further clarifications in the drawings and documents can be had from ACCEPTING AUTHORITY at the above mentioned address.

##### **2.06.02 SUFFICIENCY OF TENDER**

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices stated in the priced bill of quantities and the schedule of rates and prices, if any, with tender rates and prices shall cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the work.

##### **2.06.03 DISCREPANCY OR ERROR IN TENDER DOCUMENT**

Should the Contractor notice any discrepancy or error in the tender document, in the statement made, or quantities or units shown against items, he shall immediately bring to the notice of ACCEPTING AUTHORITY and obtain the clarification before submitting the tender. The tender shall be based on such clarifications received and shall be recorded as such in the covering letter to the tender, failing

which ACCEPTING AUTHORITY shall have the right to ask the Contractor to execute the work according to the corrected statement made or quantities or units shown in the tender, without any compensation; when the same has come to the notice of the ACCEPTING AUTHORITY.

#### **2.06.04 RATES QUOTED FOR FINISHED WORK**

The rates quoted in the tender by the Contractor must be for the finished work as per the drawings and specifications.

#### **2.06.05 LOCATION OF WORK**

Unless specifically mentioned in the item, the work described there-in may be at any location or elevation.

#### **2.06.06 FIRM PERIOD**

The tender shall remain open for acceptance for a period of **120 days** from the date of opening of the tender. If any tenderer withdraws his tender before the said period or makes any modifications in terms and conditions of the tender, then Accepting Authority has the liberty to forfeit the said Earnest Money Deposit.

#### **2.06.07 COMMENCEMENT OF WORK**

The Contractor shall commence the work at site, within 14 days from the date of receipt of letter of award of work or handing over of the site whichever is later and shall proceed with the same with due expedition.

#### **2.06.08 PROGRAMME OF WORK**

As per the clause in special conditions of contract.

#### **2.06.09 CONTRACTOR'S EMPLOYEES**

The Contractors shall provide and employ sufficient qualified personnel at site in connection with the project management.

Only such technical assistants as are skilled and experienced in their respective fields and such-agents, foreman and leading hands as are competent to give proper supervision to the work they are required to supervise and,

Such skilled, semi-skilled and un-skilled labour as is necessary for the proper and timely execution and maintenance of works.

#### **2.06.10 REMOVAL OF WORKMEN**

ACCEPTING AUTHORITY shall be at liberty to object to and require the Contractor to remove forthwith from the works any person employed by the Contractor in or about the execution or maintenance of the works who in the opinion of ACCEPTING AUTHORITY misconduct himself or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by ACCEPTING AUTHORITY to be undesirable and such person shall be replaced by the Contractor without delay by a competent substitute approved by ACCEPTING AUTHORITY.

#### **2.06.11 COMMUNICATIONS TO BE IN WRITING**

All references, communications, correspondences made by ACCEPTING AUTHORITY, ACCEPTING AUTHORITY's representative or the Contractor concerning the works shall be in writing and no reference, communication, or complaint which is not in writing, shall be recognised.

#### **2.06.12 OCCUPATION AND USE OF LAND**

No land, building belonging to or in the possession of the Owner/Client/ Consultant shall be occupied by the Contractor. The Contractor shall not use, or allow to be used, the site for any purpose other than that for executing the works.

#### **2.06.13 CONTRACTOR'S STORE AND SITE OFFICE**

Any site-shed, proposed to be temporarily constructed by the Contractor for his office work, storage of materials, etc. shall conform to the standard sketch, or to the plan approved by ACCEPTING AUTHORITY. Permission for the construction of such sheds shall be obtained in writing. Suitable area in the site of work shall be allowed to the contractor free of cost for constructing company structures for storing his tools and plants, materials site office and cement Godown. However, the structure will be provided by him at his own expense and he will be solely responsible for guarding his property with requisite insurance against theft, fire, etc. The contractor however will have to dismantle the sheds and vacate the land of all debris, etc. at his own expense after completion of work.

#### **2.06.14 MATERIALS, TOOLS AND PLANT**

All materials required for the execution of the works other than those mentioned in the Notice Inviting Tender shall be supplied by the Contractor. Materials so supplied shall have the approval of ACCEPTING AUTHORITY before using on the works. All the rejected materials shall be removed at once from the site of work at the Contractor's own cost.

#### **2.06.15 TOLLAGES, ETC.**

The Contractor shall pay all tollages and other royalties, rent and other payments or compensations, if any, for getting stone, gravel, sand, clay and all other materials required for the works.

#### **2.06.16 SETTING OUT**

The Contractor shall be responsible for the true and proper setting out of the works and for the correctness of the position, levels, dimensions and alignment of all parts of the works and for the provision of all necessary instruments, appliances and labour in connection therewith. If at any time during the progress of the works any error shall appear or arise in the position, level, dimensions or alignment of any part of the works, the Contractor on being required to do so by ACCEPTING AUTHORITY or ACCEPTING AUTHORITY's representative, shall at his own cost rectify such error to the satisfaction of ACCEPTING AUTHORITY or his representative. The checking of any setting out or of any way relieve the Contractor from the responsibility of true and proper setting out of the works. The Contractor shall provide all necessary instruments, appliances and labour required by ACCEPTING AUTHORITY or his representative for checking if any, of the setting out. The Contractor shall carefully protect and observe all bench marks, site levels, pegs and other things used in setting out the works. The rates quoted for the work shall also include the cost of reference and level pillars and other dismantling, when no longer required.

#### **2.06.17 DAMAGE TO PERSONS AND PROPERTY**

The Contractor shall identify and keep indemnified ACCEPTING AUTHORITY against all losses and claims for injuries or damages to any person or property whatsoever which may arise out of or in consequence of the construction and maintenance of works and against all claims, demands proceedings, damages, costs, charges, expenses, whatsoever in respect thereof in relation thereto.

#### **2.06.18 CO-OPERATION WITH OTHER AGENCIES**

The Contractor shall co-operate with the work of other agencies or Contractors that may be employed or engaged by ACCEPTING AUTHORITY/ CONSULTANT and as far as it relates to the Contractor's work. The sequence of work shall be so arranged that the work of other agencies are also in progress simultaneously.

#### **2.06.19 BARRICADING AROUND EXCAVATED TRENCHES, ETC.**

The Contractor shall at his own cost provide around excavation, temporary barricading with bellies and bamboo with warning signals during day and night and shall maintain it so long as the trenches are not filled up. Similar barricades shall also be provided at all dismantling work, erection of structural, sheeting work, etc. No extra claim shall be entertained for providing, maintaining and removing such barricades.

#### **2.06.20 FABRICATION DRAWINGS**

Contractor shall prepare at his own cost all fabrication drawings of all structural steel works and bar bending schedule for R.C.C. works and submit them to ACCEPTING AUTHORITY for their approval at least before 15 days of commencing the fabrication. All the details like sizes, capacities, dimensions, arrangement of fabrication, etc. should be clearly indicated on these drawings.

#### **2.06.21 PROTECTION OF UNDERGROUND SERVICES**

The contractor must take precautionary measures to protect the underground and other services lines viz. Cables, water and sewer lines, etc. and observe any specific instructions which may be given in this regard by ACCEPTING AUTHORITY.

#### **2.06.22 DEWATERING TRENCHES AND PITS**

The tendered rates shall always be deemed to have taken into account the cost of removal of silt and materials that may slip in the trenches and pits and dewatering the trenches or pits of water accumulated or collected through seepage or subsoil water or rain water. The contractor shall in no case be entitled to claim any extra amount for the above work. The contractor shall remain prepared with necessary pumps and equipment for dewatering the trenches or pits so as to avoid unnecessary delay and possible damage to the property, etc.

#### **2.06.23 WORK IN OR AROUND OPERATING PLANT OR OFFICES ETC.**

Where the work is being carried out in or around an operating plant where the plant must run uninterrupted, the contractor shall work only at specified place and times as mutually arranged between the Contractor and ACCEPTING AUTHORITY. Similar arrangement must be made while executing works inside the offices, buildings, etc. without causing disturbance to the office work. For this the work may be required to be done during off-hours and Sundays. No extra will be allowed beyond the rates quoted for doing work in the manner described above.

#### **2.06.24 WORK IN SHIFTS AND ON OFF-DAYS**

The Contractor shall work in one or more shifts as also on Sundays and off days to complete the work on time, if so required by ACCEPTING AUTHORITY for which ACCEPTING AUTHORITY shall not be liable to pay any extra. If instructed by ACCEPTING AUTHORITY, the Contractor should carry out the work in the night also.

#### **2.06.25 SITE ORDER BOOK AND CEMENT REGISTER**

A site order book must be maintained and always be available at site to record the instructions by ACCEPTING AUTHORITY or their representative. The Contractor must see that the instructions noted therein are properly carried out.

A register showing the stock, receipts, daily issue/consumption of cement and balance quantity available etc. should be maintained at site and made available on demand by the ACCEPTING AUTHORITY.

**2.06.26 DELAY IN OBTAINING MATERIALS SUPPLIED BY ACCEPTING AUTHORITY**

If ACCEPTING AUTHORITY has undertaken to supply any material specified in the special conditions at rates and conditions cited therein, the contractor shall keep himself in touch with day-to-day position regarding the supply of materials from ACCEPTING AUTHORITY and so adjust the progress of the works that labour may not remain idle nor there by any other claim due to or arising from delay in obtaining the materials.

**2.06.27 RECORD OF MATERIALS SUPPLIED BY ACCEPTING AUTHORITY**

The contractor shall maintain an account of different materials obtained from ACCEPTING AUTHORITY for executing the works under the contract. ACCEPTING AUTHORITY shall have the right to check the position of materials at all times.

**2.06.28 SAFE STORAGE OF MATERIALS**

The contractor shall be responsible for the safe storage of materials supplied by ACCEPTING AUTHORITY for executing of the works. Surplus materials lost or damaged or unaccounted for or made unserviceable by the Contractor shall be charged at penal rates.

**2.06.29 TRANSPORT OF MATERIALS**

Unless otherwise specified, all the materials supplied by ACCEPTING AUTHORITY shall be transported by the Contractor from ACCEPTING AUTHORITY's store/yard, to the site of work at no extra cost.

**2.06.30 SITE TO BE KEPT CLEAN**

The surplus spoil and dismantled debris shall be removed to a place as directed by ACCEPTING AUTHORITY/CLIENT and stacked, levelled and dressed as directed. Rehandling charges will not be allowed.

**2.06.31 CONFLICT IN MEANING BETWEEN SCHEDULE OF QUANTITIES AND SPECIFICATIONS**

The schedule of quantities shall be read in conjunction with the specification, and in the event of conflict in meaning between the two the corresponding item in the unit rate specification shall always have precedence over the specifications.

## **2.07.00 LABOUR**

### **2.07.01 LABOUR RULES**

In respect of all labour directly or indirectly employed on the works by the Contractor, the Contractor shall comply with the provisions of the contract labour (Regulation and Abolition) Act 1970, Minimum Wages Act 1948, Payment of Wages Act 1936, Employees Provident Funds and Miscellaneous Provision Act 1952, The Employees State Insurance Act, 1948 and any amendments thereof and all legislation and rules of the State and/or Central Government or other local authorities, framed from time to time, governing the protection of health, sanitary arrangements, wages, welfare and safety for labour employed on building and construction works and for bonus, retirement benefits, retrenchment/lay off, compensation and all other matter liabilities of ACCEPTING AUTHORITY to employees. The rules and the other statutory obligations with regard to fair wages, welfare and safety measures, maintenance of register, etc. will be deemed to be part of the contract. The contractor shall produce documentary evidence for compliance of above Acts.

### **2.07.02 REPORTING ACCIDENT OF LABOUR**

The Contractor shall be responsible for the safety of all employees and/or workers employed or engaged by him on and in connection with the works and shall forthwith report all cases or accidents to any of them, however caused and whenever occurring, to ACCEPTING AUTHORITY or his representative and shall make every arrangement to render all possible assistance and aid to the victims of the accident.

### **2.07.03 PROVISION OF WORKMEN'S COMPENSATION ACT**

The Contractor shall at all times indemnify and keep indemnified ACCEPTING AUTHORITY against all claims for compensation under the provisions of the workmen's Compensation Act 1923 or any other law for the time being in force by or in respect of any workmen employed by the Contractor in carrying out the contract and against all cost and expenses or penalties incurred by ACCEPTING AUTHORITY in connection therewith. In any case in which, by virtue of the provision of the said act, ACCEPTING AUTHORITY is obliged to pay compensation to a workman employed by the Contractor in executing the works, ACCEPTING AUTHORITY shall recover from the Contractor the amount of the compensation so paid and without prejudice to the rights of ACCEPTING AUTHORITY under the said Act. ACCEPTING AUTHORITY shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any amount due by ACCEPTING AUTHORITY to the Contractor, whether under this contract or otherwise without prejudice to any other remedy that may be available to ACCEPTING AUTHORITY, in law. ACCEPTING AUTHORITY shall not be bound to contest any claim made against it under the said Act, except on the written request of the Contractor and upon his giving to ACCEPTING

AUTHORITY full security for all cost for which ACCEPTING AUTHORITY might become liable in consequence of contesting such claim.

#### **2.07.04 ACCIDENT OR INJURY TO WORKMEN**

ACCEPTING AUTHORITY shall not be liable for, in respect, or any damages or compensation payable as per regulations or in consequence of any accident or injury to any workmen or other person in the employment of the Contractor shall indemnify and keep indemnified ACCEPTING AUTHORITY against all such damages and compensation and against all claims, demands, proceedings costs, charges and expenses whatsoever in respect thereof or in relation thereto.

#### **2.07.05 PRESERVATION OF PEACE**

The Contractor shall take requisite precautions to prevent any riotous or unlawful behaviour by or amongst his workmen and/or others employed on the works by him, for the preservation of peace and protection of the inhabitants and security of property in the neighbourhood of the works.

#### **2.07.06 AGE LIMIT OF LABOUR**

The age limit for employment of labour shall be in strict accordance with the existing labour legislation.

#### **2.07.07 RETURN OF LABOUR EMPLOYED**

The Contractor, if required by ACCEPTING AUTHORITY, shall submit return in detail in such form and at such interval as ACCEPTING AUTHORITY may prescribe showing number of different classes of labour employed on the work from time to time by the Contractor.

#### **2.07.08 OBSERVANCE BY SUB-CONTRACTOR**

The Contractor shall be responsible for the observance of the provisions of aforesaid clauses by the sub-contractors employed by him in the execution of the contract.

#### **2.08.00 MATERIAL TESTS AND WORKMANSHIP**

#### **2.08.01 QUALITY OF MATERIALS, WORKMANSHIP AND TESTS**

All materials and workmanship shall be of the respective kinds described in the contract and in accordance with ACCEPTING AUTHORITY or their representative's instructions and shall be subject, from time to time, to such tests as ACCEPTING AUTHORITY or his representative may direct at the place or any of such places. The contractor shall provide such assistance instruments, machines, labour and materials, as are normally required for examining, measuring and testing any work and the quality, weight or quantity of any material used and shall supply samples of materials before incorporation in the works for approval as may be required by ACCEPTING AUTHORITY.



#### **2.08.02 CONSTRUCTION OF PROTOTYPES OR SAMPLES OF WORK**

The Contractor shall construct prototypes or samples of work as laid down in the contract or as instructed by ACCEPTING AUTHORITY. Such prototypes or samples or work, after approval by ACCEPTING AUTHORITY, shall serve as the standards to be achieved in the final construction.

#### **2.08.03 COST OF SAMPLES**

All samples shall be supplied by the Contractor at his own cost.

#### **2.08.04 COST OF TESTS**

The cost of making any test as per specifications shall be born by the Contractor, and the Contractor should arrange for all facilities like meters, instruments as required for carrying out such tests.

#### **2.08.05 INSPECTION OF OPERATION**

ACCEPTING AUTHORITY or their representative shall at all times have access to the works and to the site and to all workshops and places where materials, manufactured articles or machinery are being obtained for the works and the Contractor shall afford every facility for every assistance in obtaining the right to such access.

#### **2.08.06 EXAMINATION OF WORK BEFORE COVERING UP**

No work shall be covered up or put out of view without the approval of ACCEPTING AUTHORITY or ACCEPTING AUTHORITY's representative and the Contractor shall afford full opportunity to ACCEPTING AUTHORITY or ACCEPTING AUTHORITY's representative to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon. The contractor shall give due notice to ACCEPTING AUTHORITY's representative wherever any such work or foundations is or are ready or about to be ready for examination and ACCEPTING AUTHORITY's representative shall without unreasonable delay, unless he considers it unnecessary and advises the Contractor accordingly, attend for the purpose of examining and measuring such work or of examining such foundations.

#### **2.08.07 UNCOVERING AND MAKING OPENINGS**

The Contractor shall uncover any part of parts of the works or make opening in or through the same as ACCEPTING AUTHORITY may, from time to time, direct and shall reinstate and make good such part of parts to the satisfaction of ACCEPTING AUTHORITY. If any such part of parts have been covered up or put out of view and found to be executed in accordance with the contract, the expenses of uncovering, making openings in or through, reinstating and making good the same shall be borne by ACCEPTING AUTHORITY but in any other case all such expenses shall be

borne by the Contractor and shall be recoverable from him by ACCEPTING AUTHORITY and deducted by ACCEPTING AUTHORITY from any money due, which may become due to the Contractor, without prejudice to any other remedy that may be available to ACCEPTING AUTHORITY, by law.

#### **2.08.08 REMOVAL OF IMPROPER WORK AND MATERIALS**

ACCEPTING AUTHORITY or his representative shall during the progress of the works have power to order the following in writing from time to time of which no extra payment will be made to the Contractor.

- a) The removal from the site within such time or times as may be specified in the order of any materials which in the opinion of ACCEPTING AUTHORITY or his representative are not in accordance with the contract.
- b) The substitution of proper and suitable materials.
- c) The removal and proper re-execution notwithstanding a previous test thereof or interim payment thereof of a work which in respect of materials or workmanship is not in the opinion of ACCEPTING AUTHORITY or his representative in accordance with contract.

#### **2.08.09 SUSPENSION OF WORK**

The Contractor shall, on the written order by ACCEPTING AUTHORITY suspend the progress of the works or any part thereof for such time or times and in such manner as ACCEPTING AUTHORITY may consider necessary and shall during such suspension, properly protect and secure the work, so far as is necessary in the opinion of ACCEPTING AUTHORITY.

#### **2.09.00 TIME OF COMPLETION AND TAKING OVER**

##### **2.09.01 POSSESSION OF SITE**

Save in so far the contract may prescribe the extent of portions of the site of which ACCEPTING AUTHORITY is to be given possession from time to time and the order in which such portions will be available to him and subject to any such portions will be available to him and subject to any requirement in the contract as to the order in which the work shall be executed, ACCEPTING AUTHORITY shall give to the Contractor possession of so much of the site as may be required to enable the Contractor to commence with such reasonable proposals of the Contractor as he will make in writing to ACCEPTING AUTHORITY and shall, from time to time as the work proceeds give the Contractor possession of such further portions of the site as may be required to enable the Contractor to proceed with the construction of the works in accordance with the said programme or proposal.

#### **2.9.02 TIME OF COMPLETION**

Time is deemed to be the essence of this contract and the whole of the works shall be completed within the time stipulated or within such extended time as has been allowed under Clause 2.9.3 and 2.9.4.

#### **2.9.03 EXTENSION OF TIME OF COMPLETION DUE TO EXTRA/ ADDITIONAL WORKS**

Should the amount of extra or additional work of any kind or changes in scope of work or other special circumstances of any kind whatsoever which may occur, be such as fairly to justify the Contractor's request for extension of time for the completion of the works, the Consultants shall determine the amount of such extension and with the approval of the Client shall intimate the Contractor in writing provided that the Consultants is not bound to take into account any extra or additional work or other special circumstances unless the Contractor has within 28 days, after such work has been commenced or such circumstances have arisen, submit to the Consultants full and detailed particulars of any request for the extension of time to which he may consider to be justified. The Contractor is bound to complete the work at the same rates, terms and conditions.

#### **2.9.04 EXTENSION OF TIME OF COMPLETION DUE TO FORCE MAJEURE CONDITIONS**

If in the opinion of the Consultants the progress of the work has at any time been delayed due to force majeure conditions like strikes, fire, inclement weather, unavoidable casualties, acts of god or any cause whatsoever beyond the control of the Contractor, continuously for more than one month, then the time of completion of the work may be extended for such reasonable time as the Consultants may decide and this will be indicated in writing. The Contractor shall complete the work at the accepted rates, terms and conditions.

#### **2.09.05 LIQUIDATED DAMAGES**

If the contractor fails to complete the work within the period of completion or within any extended time allowed the contractor shall pay or allow to the ACCEPTING AUTHORITY the sum equivalent to 1% of the PAC per month of delay calculated on each day basis and upto a maximum of 10% of PAC as liquidated and ascertained damages for the period of stipulated completion or such extended time as the case may be during which the work shall remain unfinished. Such damages may be deducted by the ACCEPTING AUTHORITY from any money due or that may become due.

#### **2.09.06 WORK TREATED AS COMPLETE**

The works shall not be treated as complete until:

- i) The site is clear from all materials, site shed, etc. and ACCEPTING AUTHORITY is satisfied with the job done by the Contractor.

- ii) The Contractor has submitted the reconciliation statement regarding the stores received from ACCEPTING AUTHORITY, and all the surplus and salvaged materials are returned to the stores.
- iii) All equipment, tools, plant taken from ACCEPTING AUTHORITY have been returned by the Contractor.
- iv) Any other material, taken on loan/transfer from other agency have been returned by the Contractor.
- v) All power and water supply connections taken for the execution of the works have been disconnected by the Contractor.
- vi) Rectification of any damage done by the Contractor to the work executed have been completed by the Contractor.
- vii) The works shall not be considered as completed until ACCEPTING AUTHORITY has certified in writing that they have been virtually completed and the Defects Liability Period shall commence from the date of such certificate.

#### **2.09.07 TAKING OVER**

After completion of works or any substantial part of the works before the completion of the whole of the works, the Contractor shall notify ACCEPTING AUTHORITY in writing, who within 15 days of receipt of the said notice shall give such certificate with respect to any substantial part of the works which has been both completed to the satisfaction of ACCEPTING AUTHORITY and occupied or used by ACCEPTING AUTHORITY or refuse to issue the same stating the reasons thereof in writing. When any such certificate is given in respect of a part of the works, such part shall be considered as completed for the purpose of taking over and computation of the period of maintenance of such part, that is such period of the work as certified. The works in whole or part shall not however, be treated as completed for the purpose of other relevant clauses hereof unless and until the provision of clause 2.09.07 hereof are fully complied with.

#### **2.09.08 MAINTENANCE**

For a period of TWELVE MONTHS commencing immediately after taking over of the work by ACCEPTING AUTHORITY, the Contractors liability shall be to replace the defective parts, rectify/ reconstruct the defective work that may develop of his own construction or those of his sub-contractor approved by ACCEPTING AUTHORITY arising solely from faulty materials or workmanship.

If it is necessary for the Contractor to rectify/reconstruct any defective portions of the work under the contract, the provision of this condition shall apply to the portions of work so replaced or renewed until the expiration of three months from the date of such replacement or renewal or until the end of the above mentioned

period of twelve months, whichever may be later. If any defects be not remedied within a reasonable time ACCEPTING AUTHORITY may proceed to do the work at Contractor's risk and expense, but without prejudice to any other rights which ACCEPTING AUTHORITY may have against the Contractor in respect of such defects.

The Contractor shall bear the cost of such repair/rectification carried out on his behalf at site. Immediately upon expiry of the maintenance period the Company shall issue a final certificate indicating that the Contractor has completed his obligation under the contract.

## **2.10 TERMINATION AND BACK CHARGING OF CONTRACT**

### **2.10.01 TERMINATION**

If the Contractor has abandoned the contract or has failed to proceed with the work due to negligence or the progress on any particular item, items is slow or has failed to execute the work in accordance with the terms and conditions of the contract, is persistently or frequently neglecting to carry out his obligation under the contract, then it shall be lawful for ACCEPTING AUTHORITY to terminate the contract forthwith under written notice and to proceed with the balance of the work through any other agencies. During the course of execution of the job, in case the Contractor has done any substandard work, he shall be asked in writing to dismantle and redo the same at his own expenses. If the Contractor fails to comply with the above instructions immediately, then ACCEPTING AUTHORITY shall proceed with the above rectification work, through another agency or agencies. Similarly, if the Contractor goes slow on any particulars item or items of work, ACCEPTING AUTHORITY shall have the right to execute this item or items through another agency or agencies, including its own department.

### **2.10.02 BACK CHARGING THE CONTRACTOR**

Extra cost and expenses incurred for completing the work of balance work or carrying out the rectification of any work as mentioned above through another agency or agencies including its own department, shall be debited to Contractor's account and shall be recovered from any money due or that may become due to the contractor without prejudice to any other remedy that may be available to ACCEPTING AUTHORITY in law. If there is any savings in cost due to re-arrangement or supplementing through other agencies the original contractor will not have any claim on this.

### **2.11.00 ALTERATIONS, ADDITIONS AND OMISSIONS**

#### **2.11.01 VARIATION**

CONSULTANT with the approval of ACCEPTING AUTHORITY/OWNER shall be entitled to make any variation of the quality or quantity of the works or any part thereof that may in his opinion, is necessary and for that purpose, or if for any other

reason it shall, in his opinion be desirable, he shall have power to order the Contractor to do and the Contractor shall do any of the following:

- a) Increase or decrease the quantity of any work included in the contract.
- b) Omit any portion of work.
- c) Change the character or quality or kind of any such work.
- d) Change the levels, lines, position and dimensions of any part of the works and
- e) Execute additional work of any kind necessary for the completion of the works, and no such variation shall in any way vitiate or invalidate the contract by the value, if any, of all such variations shall be taken into account in ascertaining the amount of the contract price.

#### **2.11.02 ORDER FOR VARIATIONS TO BE IN WRITING**

No such variation shall be made by the Contractor without an order in writing of ACCEPTING AUTHORITY, provided that no order in writing shall be required for increase or decrease in the quantity of any item or work where such increase or decrease is the result of the actual quantities exceeding or being less than those stated in the bill of quantities which are estimates. In such cases, the Contractor shall be paid only for the actual quantity of work done as certified by ACCEPTING AUTHORITY at the accepted unit item rate and no compensation shall be allowed. Provided also that if for any reason ACCEPTING AUTHORITY shall consider it desirable to give any such order verbally, the Contractor shall comply with such order but it must be followed by confirmation in writing of such verbal order given by ACCEPTING AUTHORITY, which shall be deemed to be an order writing within the meaning of this clause.

#### **2.11.03 EXTRA ITEMS**

- .01 Any item of work that do not find a place in the schedule of quantities, in the original tender or in the accepted tender or contract as has been directed by ACCEPTING AUTHORITY to execute is deemed as an extra item of work. All such works that are necessary to be carried out under the direction of ACCEPTING AUTHORITY shall be carried out by the contractor. No such variation will violate the Contract.
- .02 Extra items of work thus carried out by the contractor will be paid at the rates worked out by ACCEPTING AUTHORITY in the following manner.
- .03 In the case of all extra items whether additional, altered or substituted, if accepted rates for identical items are provided for in the contract such rates shall be applicable.
- .04 In the case of extra items whether altered or substituted, for which similar items exists in the contract, the rates shall be derived from the original item by appropriate

adjustment of cost of affected components. The percentage excess or deduction of the contract rate for the original item with reference to the estimated rate shall be applied in deriving the rates for such items.

- .05 In the case of extra items, whether altered or substituted, for which similar items do not exist in the contract, the rates shall be arrived at on the basis of provisions of standard data book and schedule of rates followed in arriving rates in original work/ agreement. Tender excess/ deduction will also be applied.
- .06 In the case of extra items, whether additional altered or substituted, for which the rates cannot be derived from similar items in the contract, and only partly from similar items in the contract and only partly from the public work department rates, the rates for such part or parts of items as are not covered in the schedule of rates shall be determined by ACCEPTING AUTHORITY on the basis of the prevailing market rates giving due consideration to the analysis of the rate furnished by the contractor with supporting document including contractor's profit. No tender excess will be applied on market rates.
- .07 In the case of extra item whether additional, altered, substituted, for which the rates cannot be derived either from similar items of work in the contract or from the departmental schedule or rates, the contractor after execution of the work as mentioned in 2.11.03.01 above and shall within 14 days of the receipt of order to carry out the said extra item of work, communicate to the Engineer the rate which he proposes to claim for the item, supported by analysis of the rate claimed and ACCEPTING AUTHORITY shall be within one month thereafter, determines, the rate on the basis of the market rate giving due consideration to the rate claimed by the Contractor.

#### **2.11.04 REBATE/EXTRA OVER ORIGINAL ITEM**

If there is a deviation in the specification of particular item of the tender, rebate/extra over the quoted rate shall be generally derived as follows:

- a) For items not covered in the schedule, rebate/extra shall be derived based on observation/ analysis of labour and materials involved in such items.

#### **2.11.05 ITEMS OF AD-HOC NATURE**

The Contractor shall procure necessary materials and carry out miscellaneous work of ad-hoc nature specifically provided with necessary tools and tackles as may arise during execution of the contract. The actual quantum of work shall be certified and settled by ACCEPTING AUTHORITY and payment for the same shall be fixed on the basis of actual cost plus overheads, profits and establishments taken at 15% of the cost.

#### **2.11.06 CLAIMS**

The contractor shall send to ACCEPTING AUTHORITY's representative an account, giving full and detailed particulars with proper analysis of all claims for

any additional expenses to which the Contractor may consider himself entitled to authorise payment to be made for any such work notwithstanding the Contractor's failure to comply with this condition if the Contractor has at the earliest practicable opportunity notified ACCEPTING AUTHORITY in writing, that he intends to make a claim for such work.

## **2.12.00 MEASUREMENTS**

### **2.12.01 QUANTITIES**

The quantities set out in the bill of quantities are the estimated quantities of the work. They are not to be taken as the actual and correct quantities of the works, to be executed by the Contractor in fulfillment of his obligations under the contract.

### **2.12.02 WORKS TO BE MEASURED**

- .01 ACCEPTING AUTHORITY or their Representative shall, except as otherwise stated, ascertain and determine by measurement the value in terms of the contract. He shall when he requires any part or parts of the works to be measured, give notice to the Contractor's authorised agent or representative, who shall forthwith attend or send a qualified agent to assist ACCEPTING AUTHORITY or his representative in making such measurement, and shall furnish all particulars required by either of them. Should the Contractor not attend or neglect or omit to send such agents, then the measurement made by ACCEPTING AUTHORITY or their representative and approved by him, shall be taken to be the correct measurement of the work. For the purpose of measuring such permanent work as is to be measured by record and drawings, ACCEPTING AUTHORITY 's representative shall prepare records and drawings month by month and the Contractor, as and when called upon to do so in writing, shall within fourteen days, attend to examine and agree such records and drawings with ACCEPTING AUTHORITY's representative and shall sign the same when so agreed. If the Contractor does not so attend to examine and agree such records and drawings they shall be taken to be correct if, after examination of such records and drawings, the contractor does not agree to the same or does not sign the same as agreed, they shall nevertheless be taken to be correct, unless the Contractor shall, within fourteen days of such examination, lodge with ACCEPTING AUTHORITY 's representative for decision by ACCEPTING AUTHORITY, notice in writing of the respects in which such records and drawings are claimed by him to be incorrect.
- .02 The contractor shall raise bills once a month or for a minimum payment of 10% of contract amount, unless otherwise agreed by the Chief Engineer, National Games Secretariat.
- .03 Payment towards all interim bills will be made by ACCEPTING AUTHORITY within 21 days of presentation by the contractor.
- .04 Period of final measurement shall be three months from the time of completion of the project.



### 2.12.03 **METHOD OF MEASUREMENT**

The works shall be measured in accordance to relevant IS codes not withstanding any general or local custom, except where otherwise specifically described or prescribed in the contract.

### 2.13.00 **PROVISIONAL SUMS**

2.13.01 “Provisional sum means a sum included in the contract and so designated in the bill of quantities for execution of works or the supply of goods, materials or services or for contingencies, which sum may be used, in whole, or in part or not at all, at the direction or discretion of ACCEPTING AUTHORITY. The contract price shall include only such amounts in respect of the work, supply or services to which provisional sums relate as ACCEPTING AUTHORITY shall approve or determine.

2.13.02 The contractor shall when required by ACCEPTING AUTHORITY, produce all quotations, invoices, vouchers and accounts or receipts in connection with expenditure in respect of provisional sums.

### 2.14.00 **FURTHER INSTRUCTIONS**

2.14.01 In this tender item specifications are given in the following sections:

- A. **TECHNICAL SPECIFICATIONS**
- B. **SCHEDULE OF QUANTITIES**  
**with Unit Rate Specifications**

Technical specifications are the general instructions for carrying out the works.

2.14.02 The Contractor has to work out his rate as an overall percentage above or below or at the rate given in the Schedule by a single entry. The contractor’s over all percentage shall be worked out based on the unit rate specification and rates provided against each specification.

2.14.03 The rate has to be entered by a single entry at the end the schedule both in words and in figures.

2.14.04 Every contractor should furnish along with his tender income-tax clearance certificate and information regarding the income-tax circle of Ward of the District in which he is assessed by income-tax, the reference No. of assessment and the assessment year.

2.14.05 The rates should be quoted in decimal coinage system.

2.14.06 Certified copies of Registration Certificate, Partnership Deed and Power of Attorney or Articles of Agreement in case of Limited companies will have to be furnished for considering the acceptance of the tender.

2.14.07 Should the contractor notice any discrepancy or error in the statement made, or quantities or units shown against items, he shall immediately bring it to the notice of ACCEPTING AUTHORITY and obtain the clarification before submitting the tender. The tender shall be based on such clarifications received and shall be recorded as such in the covering letter to the contractor to execute the work according to the corrected statement made for quantities or units shown in the tender, without any compensation.

2.14.08 The tender of the Contractor not complying with the above instructions may be rejected.

2.14.09 The tenderer should put the signature on all pages of the tender documents.

**2.14.10 MATERIALS OBTAINED FROM EXCAVATION**

The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work, etc. as property of the OWNER and such materials shall be disposed off to the best advantage of the OWNER according to the instructions issued by the Engineer-in-Charge.

**2.14.11 TREASURE TROVE, FOSSILS, ETC.**

All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the Site shall be the absolute property of the OWNER and the Contractor shall take reasonable precautions to prevent his workmen or any other person from removing or damaging any such article or thing. The Contractor shall immediately upon discovery thereof and before removal, acquaint the Engineer-in-Charge with such discovery and carry out the Engineer-in-Charge's directions as to the disposal of the same at the expense of the OWNER.

The Chief Engineer,  
NATIONAL GAMES SECRETARIAT

I/We have carefully read the above said instructions and shall comply with the same.

Signature of the tenderer.

Place:

Date :

Tenderer

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## **TENDER FORM**

**TENDER NO: 36/NGS/2012-13**

To

The Chief Engineer, National Games Secretariat, Trivandrum.

Dear Sirs,

**Sub: NEW HOCKEY STADIUM AT ASRAMAM, KOLLAM  
(ADDITIONAL WORKS) – EARTH FILLING INSIDE THE STADIUM**

With reference to the tender invited by you for the above proposed work, I/We do hereby Tender for the same after having:

- a) Examined the designs, drawings, details, specifications schedule of quantities, instructions to tenders, agreement and the conditions of contract annexed thereto (hereinafter called the Contract Documents).
- b) Visited the site of work, studied the site conditions, nature of strata, availability of construction materials etc., and
- c) Acquired the requisite information on all prevailing factors affecting the tender.

I/We undersigned hereby offer to construct the proposed work in strict accordance with the Contract document for the consideration to be calculated in terms of the priced schedule of quantities.

I/We have noted that time is the essence of the contract and ready to undertake and complete the whole of the works as per the attached schedule from the date of issue of an intimation by you that our tender has been accepted and upon receiving possession of site. I/We further undertake that on failure subject to the conditions of the contract relating to extension of time, I/We are willing to pay the agreed Liquidated Damages/Penalty for the period during which the work remains incomplete beyond the due date of completion.

I/We further agree to the deduction of retention money and security deposit amounting to a total of 10 percent of value of work which will be returned to me/us as per the relevant clauses in the agreement. The deduction will be as explained in clause 1.12.01 of Notice Inviting Tender.

I/We undertake to execute the work of electrification of various facilities if any, through a licensed electrical contractor of appropriate class as given in the tender condition. All the requirements of supervision, testing, commissioning and energizing will be fulfilled by us.

Tenderer

Chief Engineer 35

We have also executed the preliminary agreement as is enclosed.

Further we undertake to execute the works which will be entrusted to us in the most workman like manner within the stipulated completion period. If our Tender is found acceptable, we agree to enter into a contract as specified by you within one week of this receipt of intimation of acceptance of our tender.

Our Bankers are:

1.....

2.....

Place:

Date :

Signature of tenderer

Name of the partners of the firm

OR

Name of the person having power of Attorney to sign the contract.

Postal Address :

Telephone Number

i) Land :

ii) Mobile :

Email:

Income Tax PAN No. :

VAT TIN :

Service Tax Registration No. :

Tenderer

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### **3. SPECIAL CONDITIONS OF CONTRACT**

### 3.0 **SPECIAL CONDITIONS OF CONTRACT**

#### 3.01 **MOBILISATION ADVANCE**

No mobilization will be paid to the Contractor

#### 3.02 **SECURED ADVANCE**

No secured advance will be paid to the Contractor

#### 3.03 **BANK GUARANTEE**

3.03.01 Additional bank guarantee as performance guarantee has to be remitted by the Contractor who quote very low rates as below:

- i. If the quoted rate is below 50%, the same will be rejected
- ii. If the quoted rate is between 25% and 50% below PAC, the Contractor will remit performance guarantee equal to the difference between PAC and the quoted amount and the same will be released after the satisfactory completion of the work.
- iii. Performance security for specialized items of work like antitermite treatment, glass work etc. shall be retained by the Company at the rate of 10% of the value of such items, for a period of 5 years. No interest shall be paid for the security so retained.

#### 3.04 **WATER**

Water required for the construction will have to be provided by the Contractors at their own cost. It will be the responsibility of the Contractor to make arrangements for drawing and bringing it to the various construction points. Non availability of water from the owner's property will not be ground for any delay in work or any claim for any compensation whatsoever.

#### 3.05 **ELECTRICITY**

Electricity required for the construction and general lighting of the site will have to be provided by the Contractors at their own cost. Non availability of power from KSEB will not be a ground for any delay in work or any claims for any compensation whatsoever.

#### 3.06 **DRAINAGE ARRANGEMENTS**

The contractor shall control the grading in the vicinity of the buildings and trenches, so that surface water is prevented from running into excavated areas. The contractor shall also be responsible to see that no area around his works becomes flooded during the rainy season because of his piled up material, etc. and subsequently floor another buildings. At the discretion of the Engineer-in-charge the contractor shall

take steps to prevent flooding. It shall be the contractor's responsibility to keep areas around his work dry. The cost of repairing flood damage shall be the sole responsibility of the contractor.

### **3.07 APPROACH ROAD**

The contractor will be required to construct suitable approach roads leading to the construction site from the main road Engineer-in-Charge and shall maintain it at his own cost.

### **3.08 FABRICATION WORKS**

The contractor shall furnish to the Engineer-in-Charge 3 copies of detailed fabrication/erection drawing showing clearly all the joint details, two weeks before the commencement of actual fabrication/erection works. The Engineer-in-charge will have the right to suggest such modification to these details as found necessary by them, which shall be duly incorporated in the works by the Contractor. For the purpose of this clause, the two weeks period shall be deemed to begin from the date of the said drawings are received in the Engineer-in-charge office.

### **3.09. TAXES & DUTIES**

Royalty charges & taxes if any on account of supply of materials for all works shall be paid by the Contractor at his own cost. No extra claim in this regard shall be admissible.

### **3.10. TURNOVER TAXES/WORKS CONTRACT TAXES:**

Deductions will be made from the bills towards Sales Tax as per the K.G.S.T Act. As per the existing provisions.

- a. Cess for the construction of works under building and other Construction Workers Welfare Cess Act-1996. The Contractor shall remit the building and other Construction Workers Welfare Cess at 1% on the total cost of construction including the cost of materials and shall produce the certificate of remittance of Cess to ACCEPTING AUTHORITY. In case the Contractor fails to remit the Cess the applicable Cess will be recovered from the final bill of the contractor.
- b. The Contractor shall engage an authorised agent experienced and qualified technical personnel for managing and supervising the work and shall see that all of them are always at the workspot during the working hours, personally checking all items of work. He shall take such orders as may be given to him by the Engineer-in-charge from time to time and shall be responsible to carry them out properly. In case contractor fails to provide an agent as per terms given above, ACCEPTING AUTHORITY reserves the right to deduct a reasonable amount from the contractor's bill, subject to a maximum of Rs.25,000/- per month, for every month of absence.

- c. All plumbing and sanitary works shall be executed by a qualified and licensed plumber. The Contractor shall satisfy the Engineer-in-charge as to the competence and qualification of the workmen employed for plumbing and sanitary works.
- d. All shuttering used in the work shall be either steel shuttering or of plywood with smooth surfaces so as to give a smooth finish to the concrete.
- e. All fixtures & fittings (plumbing fixtures, sanitary materials, doors & window fixtures etc.) have to be got approved by the Engineer-in-charge in writing before fixing the same. However samples of all these fixtures & fittings have to be got approved well in advance of bulk procurement action.

### 3.11. PROCUREMENT OF MATERIALS

Contractor shall make his own arrangements for the procurement of all materials required for the work including cement, steel and bitumen. No assistance will be provided by ACCEPTING AUTHORITY for arrangement for quarries for sand, metal or earth.

#### 3.11.1 SITE OFFICE

A site office of size 4mx3m to be provided by the Contractor for the use of Consultant. The Office should have with required furniture toilet facility, water and power.

The following minimum furniture shall be provided.

- a. Executive tables - 1 No
- b. Chairs - 3 Nos
- c. Steel Almirah - 1 No

The Contractor has to dismantle and remove the temporary office after the completion of the Project.

#### 3.11.2 SUPERVISORY STAFF

The Contractor shall appoint sufficient number of experienced and qualified technical and supervisory staff at the site as per the direction of CE, NGS for supervising the work and shall see that all of them are always at the work spot during the working hours, personally checking all items of work. He shall take such orders as may be given to him by the Engineer-in-charge from time to time and shall be responsible to carry them out properly. In case Contractor fails to provide sufficient person as per terms given below, Owner/Client reserves the right to deduct a reasonable amount from the Contractor's bill, subject to a maximum of Rs.25,000/- for every month of absence.

#### 3.11.3 PROGRAMME OF WORKS AND PROGRESS REPORTS



- a) The entire work is scheduled to be completed as stipulated in NIT. The Contractor shall programme the different items of work in accordance with the detailed time schedule approved by the Engineer-in-charge.

b) **CONTRACTOR TO SUBMIT PROGRAMME**

After the acceptance of his Tender, the Contractor shall, within fifteen days, submit to the Engineer-in-Charge for his approval, a detailed programme taking into account the total time period stipulated in the contract showing the order, the procedure and method in which he proposes to carry out the works.

He shall furnish the particulars in writing of his arrangements of manpower, plant and machinery, shuttering and all other resources owned and dedicated to this work. Cash flow during the execution of project for procurement of materials and for carrying out of the works including temporary works which the Contractor intends to construct shall also be furnished.

In support of this programme, the Contractor shall submit a work schedule in the form of a CPM/PERT Chart. The Engineer-in-Charge shall if necessary modify the programme submitted by the Contractor and approval shall be given by the Engineer-in-Charge indicating the major milestones. The programme approved by the Engineer-in-Charge shall be final and binding on the Contractor. The approval by the Engineer-in-Charge of such programme, or furnishing of such particulars shall not relieve the Contractor of any of his duties or responsibilities under the contract.

During the progress of work, the Contractor shall be required to furnish the resource mobilisation plan as required by Engineer-in-Charge to keep up the target date of completion.

This CPM/PERT programme will be required to be updated every three months or more frequently as directed by the Engineer-in-Charge, based on the actual progress, resource mobilisation and other field conditions actually prevailing.

c) **PROGRESS REPORTS AND SCHEDULES**

The Contractor shall submit to the Engineer-in-Charge by the third day of every fortnight, six (6) copies of a report in a duly approved format showing the progress made in construction of the works mobilisation of resources etc. during the previous fortnight.

- d) The Contractor shall also submit by the end of every month his anticipated progress schedule for all items of work for the following month in six (6) copies in an approved proforma to the Engineer-in-Charge.

- e) The Contractor shall also submit Photographs of completed works along with Monthly Progress Report and Two copies of Photographs (both soft copy & hard copy of approved size) of the completed project with the final bill

### 3.12 DOCUMENTATION

The Contractor shall prepare the detailed documentation of all the structures by means of Photography (hard copy and soft copy), Video by a professional photographer covering various views of the project up to the satisfaction of the Consultant/Client and as built drawings after the execution of the work.

### 3.13 Deleted

### 3.14 Approval from statutory Authorities

3.14.1 All the equipment to be supplied and works to be executed shall conform to the State Electrical Inspectorate / Central Electrical Authority Standards including all protection and metering accessories. Nothing extra will be paid in this regard.

3.14.2 Contractor has to obtain necessary scheme approval, if any, from the statutory authorities concerned immediately after the award of work.

3.14.3 All testing/calibration etc., are to be carried out as per the requirements of statutory authorities concerned.

3.14.4 On completion of work, the contractor has to obtain necessary safety/energization certificate from the statutory authorities concerned by submitting necessary completion certificate, drawings, equipment details, load details, test results etc., before energization.

3.14.5 All costs incurred in obtaining such approval/certificates are to be borne by the contractor. Statutory fees paid shall be reimbursed on presentation of documents.

3.14.6 If the current rating of any of the switchgears including circuit breakers mentioned in the Schedule of requirements is not available or is not in conformation to the Inspectorate standards then it shall be rated to the nearest higher rating available with the current rating/fuse rating as specified.

### 3.15 Structural Alterations to Building

No structural member in the building shall be damaged/altered, without prior approval from the Engineer-in-charge.

Structural provisions like openings, if any, provided by Purchaser for the work, shall be used. Where these require modifications, such contingent works shall be carried out by the contractor, at his cost.

All cut out openings in floors provided by Purchaser shall be closed, after installation, in accordance with the schedule of work.

All cuttings made by the contractor in connection with the works shall be filled by him at his cost to the original finish.

### 3.16 Completion Drawings and Certificate

For all work completion report as given in the pro-forma for test results shall be submitted to the Engineer-in-charge, after completion of work.

On completion of work, the Contractor shall submit “As fitted drawings” drawn to a suitable scale in tracing sheet indicating the following along with three copies and one set of computer floppy diskettes/CD ROMS of the same to the Engineer-in-charge before the submission of the final bill.

1. The Schematic diagram of LT & control wiring showing all protective schemes, if applicable.
2. General layout of the site showing therein routes of cables and equipment position.
3. Schedule of lengths, types and sizes of cables.
4. Position of all cable joints type wise, supports, stays, struts, lightning arrestors, feeder pillars, structures, earthing and pipes or closed ducts.
5. Position of cable route markers and joint markers with respect to permanent land marks available at site.
6. Name of work, job number, accepted tender reference, actual date of completion, names of Division/Sub-Division, and name of the firm who executed the work with their signature(s).
7. Routine and type test certificates (3 sets)
8. Detailed Operation and Maintenance Manuals (3 sets)
9. Detailed erection, testing and commissioning manuals (3 sets).

### 3.17 Deviations from Purchaser’s Specification

Deviations from the purchaser’s specification, if any, proposed by the bidder will be considered, provided they meet with the purchaser’s requirements and are necessary to improve utility, performance and efficiency. The deviations proposed by the bidder shall include the technical merits and the financial implications.

### 3.18. Conformity to IE Act, IE Rules and Standards

3.18.1 The work shall be carried out in the best workmanlike manner in conformity with this specification, the relevant specification/codes of practice of the Bureau of Indian Standards or IEC recommendations (Except where specified otherwise) and other relevant standards with latest amendments, approved drawings and the instructions issued by the Engineer-in-charge or his authorised representative, from time to time. Equipment meeting any other authoritative standard, which ensures an equal or better quality than the above standards, will also be acceptable.

3.18.2 In addition to the standards, all works shall also conform to the requirements of the followings:

- a) All Electrical works shall be carried out in accordance with the provisions of Indian Electricity Act- 1910, Indian Electricity Rules 1956 amended upto date (Date of call of tender unless specified otherwise)

- b) The works shall also conform to relevant Bureau of Indian Standards' Codes of practice (COP) for the type of work involved.
- c) Materials to be used in work shall be ISI marked wherever applicable.
- d) In all electrical installation works, relevant Safety codes of practices shall be followed.
- e) Fire Insurance Regulations/Tariff Advisory Committee.
- f) Regulations laid down by the Chief Electrical Inspector of the State Electrical Inspectorate/State Electricity Board/ Central Electrical Authority or any other agencies concerned.
- g) Regulations laid down by the Factory Inspector of the State.
- h) Any other regulations laid down by the local authorities.
- i) Installation & operating manuals of original manufacturers of equipment.

### 3.17 Data/Drawings/Documents

The bidder shall submit the following data/information/drawings/documents as indicated below:

- i) List of deviations clause by clause and reasons.
- ii) Descriptive literature of the various equipment offered with catalogues, if any.
- iii) Guaranteed technical particulars of the equipment and performance particulars
- iv) Approximate dimensions and weights and preliminary G.A drawings.
- v) List of optional features with extra price.
- vi) Make of various equipment and associated components/accessories.
- vii) Where applicable, preliminary schematic of the equipment/ system offered in the tender.

Within 4 weeks of order, Contractor shall submit 4 sets of following documents for purchaser/Consultant's approval.

- i) G.A Drawings with dimensions and weight, plan and sections and fixing/foundation details.
- ii) Where applicable, control scheme drawings with write-up and all terminal numbers for external hook up.

Subsequently, 4 sets of the revised documents shall be submitted incorporating Consultants comments as Final Drawings for Purchaser's reference and records before the equipment is offered for inspection.

**Liaison with all statutory authorities including KSEB for getting sanction/approval/safety certificate/ power connection including submission of necessary forms to KSEB/ Electrical inspectorate as required is included in the scope of this work. Necessary fee for the above will be reimbursed from National Games Secretariat on production of actual bills.**

### **3.18 SETTLEMENT OF DISPUTES**

3.18.1 Arbitration shall not be a means of settlement of disputes arising out of this contract. In case of any dispute or difference between the parties to the contract either during the progress or after the completion of the works or after the termination, abandonment or breach of the contract as to the interpretation of the contract or as to any matter or thing arising there under except as to the matters left to the sole discretion of the Chief Engineer, or to the holding by the Chief Engineer of payment of any bill to which the Contractor may claim to be entitled, then either party shall forthwith give to the other notice of such dispute or difference, and such dispute or difference shall be referred to the Secretary to Government, Sports & Youth Affairs, Government of Kerala and the award of the Secretary to Government, Sports & Youth Affairs shall be final and binding on the parties. Provided however that in cases whether the Chief Engineer has entered into the contract on behalf of the C.E.O and Secretary, the dispute or difference shall, in the first instance, be referred by or through the Chief Engineer to the C.E.O and Secretary and his/her decision thereon obtained before referring such dispute or difference to the Secretary to Government, Sports & Youth Affairs, under this clause. Progress of the work shall not be suspended or delayed on account of the reference of any dispute or difference to the Chief Executive Officer & Secretary, National Games Secretariat and his/her decision thereon obtained before referring such dispute or difference to the Secretary to Government, Sports & Youth Affairs, under this clause. Either party may within a period, which shall be fixed by the Secretary, file before the Secretary to Government, Sports & Youth Affairs a statement of the case and also all the documents relating to or having a bearing in the case. The Secretary to Government, Sports & Youth Affairs, shall see that a decision is made if reasonably possible, within a period of one month from the date of his entering upon the reference, but if any, extension of the period is considered by him to be necessary, such extension shall forthwith be communicated by him in writing to each of the parties hereto. The Secretary to Government, Sports & Youth Affairs shall not be bound to observe the ordinary rules of procedure applicable to trials before judicial tribunals and not to hear or receive formal evidence but may pass an order on the documents of statements of the case filed by both the parties and/or on personal inspection. The Secretary to Government, Sports & Youth Affairs shall have power to view the subject matter of the dispute with or without the parties or their agents. The Secretary to Government, Sports & Youth Affairs shall also have power to open up, review and revise any certificate, opinion, decision, requisition or notice, save in regard to the matters expressly excepted and determine all matters in dispute which shall be submitted to him and of which notice shall have been aforesaid, in the same manner as if no such certificate, opinion, decision, requisition or notice had been given. Provided that Government shall not be liable to any claim in respect of any such dispute or difference until the liability and the amount thereof shall have been referred to and decided by the Secretary to Government, Sports & Youth Affairs. If the contractor(s) do/does not make any demand for reference of dispute to the Secretary to Government, Sports & Youth Affairs in respect of any claim(s) in writing within 30 days of receiving the intimation from the Employer that the bill is ready for payment, the claim of the contractor(s) will be deemed to have been waived and absolutely barred and the Employer shall be discharged and released of all liabilities under the contract in respect of those claims.

#### **3.18.2 Legal jurisdiction**

All litigations relating to the subject matter of the agreement can only be filed before the appropriate courts having jurisdiction in the respective district of construction.

**The Chief Engineer**  
**National Games Secretariat**

Tenderer

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## **4. FORMS FOR DIFFERENT DEEDS**

#### **4. PROFORMA OF PRELIMINARY AGREEMENT**

(To be executed on stamp paper of value Rs.100/- and submitted along with tender).

Preliminary agreement entered into on this ..... day of .....  
Between (name of Accepting Authority) (Hereinafter called ACCEPTING AUTHORITY on one part and Shri..... (name and address of the Contractor) (Hereinafter called the Contractor) on the other part for the execution of the agreement as well as the execution of the (NAME OF WORK) And where as the notice inviting tenders it is stated as follows. Before commencing the work of within a week of the date when the acceptance of tender has been intimated to him, the tenderer shall deposit a sum of Rs.....(2.5% of PAC) which shall be treated as security for the proper fulfillment of the same and he shall execute an agreement for the work in the scheduled form of agreement. If he fails to do this or fail to maintain a specified rate of progress, the security deposit shall be forfeited to ACCEPTING AUTHORITY and fresh tenders shall be called for or the matter otherwise disposed. If as a result of such measures due to the default of the tender to pay the requisite deposit sign contracts to take possession of the work any loss to the ACCEPTING AUTHORITY results, the same will be recovered from him as arrears of revenue but should it be a saving to ACCEPTING AUTHORITY the original contractor shall have no claim whatever to the difference. Recoveries to this or any other account will be made from the sum that may be due to contractor on this or any other contracts or under the Revenue Recovery Act or otherwise as ACCEPTING AUTHORITY may decide.

Now therefore these present witness and it is mutually agreed as follows:

1. The terms and condition for the said contract having been stipulated in the said tender form to which the contractor has agreed, a copy of which is appended, and which forms part of this agreement, it is agreed that the terms and conditions stipulated there in shall bind the parties to this agreement, except to the extent to which they are abrogated or altered by express terms and conditions herein, agreed to and in which respect the express provisions herein shall supercede those of the said tender form.
2. The Contractor hereby agree and under take to perform and fulfil all the operation and obligations connected with the execution of the said contract work viz. – (NAME OF WORK)
3. If the Contractor does not come forward to execute the original agreement after the said work is awarded and letter of acceptance issued in his favour or commits breach of any of the conditions of the contract as stipulated in clause 1.06.4 of the Notice inviting Tenders as quoted above within the period stipulated, ACCEPTING AUTHORITY may rearrange the works otherwise or get it done otherwise at the risk and cost of the contractor and the loss so sustained by ACCEPTING AUTHORITY can be realising from the contractor under the Revenue Recovery Act as if arrears of land revenue as assessed, quantified and fixed by an adjudicating authority consisting

Tenderer

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of ACCEPTING AUTHORITY or any other officer or officers authorised by ACCEPTING AUTHORITY taking into consideration the prevailing rates and after giving due notice to the Contractor. The decision taken by such authorised officer or officers shall be final and conclusive and shall be binding on the contractor.

4. The contractor further agrees that any amount found due to ACCEPTING AUTHORITY under or by virtue of this agreement shall be recoverable from the Contractor from the Contractor from his EMD and his properties, movable and immovable as arrears of land revenue under the provision of the Revenue Recovery Act for the time being in force or in any other manner as ACCEPTING AUTHORITY may deem fit in this regard.

In witness where of Sri....., NAME OF ACCEPTING AUTHORITY and Sri.....

Contractor, have set their hands on the day and year first above written,

Signed by Sri..... NAME OF ACCEPTING AUTHORITY

In the presence of witness

1. ....

2. ....

Signed and delivered by Sri....., Contractor in the presence of witness.

1.....

2.....



**FORM OF BANK GUARANTEE**

(To be executed in non-judicial stamp paper)

1. In consideration of the Chief Engineer, .....(Name of accepting authority) (hereafter called ACCEPTING AUTHORITY) having demanded from Shri.....(here hereafter called “Contractor”) the production of a Bank Guarantee for Rs.....(Rupees.....) as.....for the due fulfillment by the Contractor of the terms and conditions in clause ..... of ..... for the work of “ ..... ) on demand by ACCEPTING AUTHORITY.
  
2. We.....do hereby undertake to pay  
(indicate the name of Bank)  
  
The amounts due and payable under this guarantee without any demure, merely on a demand from the ACCEPTING AUTHORITY stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor (s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....
  
3. We undertake to pay to ACCEPTING AUTHORITY any money so demanded notwithstanding any dispute or disputes raised by the contractor (s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.  
  
The payments so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the contractor (s) shall have no claim against us for making such payment.
  
4. We .....(indicate the name of Bank.) further agree that the guarantee here in contained shall remain in full force and effect during the period that would be taking for the performance of the said agreement and that it shall continue to be enforceable till all the dues of ACCEPTING AUTHORITY under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the ACCEPTING AUTHORITY certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor (s) and accordingly discharges this guarantee.
  
5. We .....(indicate the name of Bank) further agree with the ACCEPTING AUTHORITY that the ACCEPTING AUTHORITY shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary any of the terms and conditions of the said contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by ACCEPTING AUTHORITY against the said contractor (s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor (s) or for any forbearance, act or omission on the part of ACCEPTING AUTHORITY or any

indulgence by ACCEPTING AUTHORITY to the said contractor (s) or by any such manner or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
7. We.....(indicate the name of Bank) lastly undertake not to remove this guarantee except with the previous consent of ACCEPTING AUTHORITY in writing.
8. This guarantee shall be valid upto ..... unless extended on demand by ACCEPTING AUTHORITY. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.....(Rupees .....only and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Dated the.....day of.....20.....

For.....

.....  
(indicate the name of the Bank)

Seal and signature of the authorised signatories of the Bank.



	declaration		
8.	VAT due @ 4%	:	Rs.
9.	VAT due @ 12.5%	:	Rs.
10.	Total VAT due and deductible as TDS	:	Rs.
11.	Total compounded tax @ 2% deductible on total assessable value	:	Rs.
12.	Total compounded tax @ 4% deductible on total assessable value	:	Rs.

#### DECLARATION

**I/We ..... S/o .....  
on behalf of M/s .....  
hereby affirm and declare that the particulars furnished herein are true, correct and complete to the best of my knowledge and belief and that nothing is concealed therein. I/We do hereby under take to obtain and provide to you the Quarterly Certificate in Form No.20A and Certificate in Form No.20B in relation to final payment promptly.**

Signature of authorised person