

**TENDER FOR THE SUPPLY ,INSTALLATION,TESTING AND COMMISSIONING  
OF EXHAUST FANS AND WATER HEATERS AT GAMES  
VILLAGE,MENAMKULAM, THIRUVANATHAPURAM**

TENDER NO : 58/2014-15/NGS dtd 15.12.2014

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

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

Probable Amount of Contract : Rs.10,21,250/-

Cost of Tender Form : Rs. 1,500 +VAT 5% tax extra

Earnest Money Deposit : Rs.25,500/-in the form of crossed  
demand draft from Nationalised/  
Scheduled Bank drawn in favour of  
The Chief Commissioner and  
Principal Co ordinator, National  
Games Secretariat at Trivandrum.

Time of completion : 20 Days

Last Date of Receipt of Tender : 30.12.2014 AT 3.00 PM

Date of opening of Tender : 30.12.2014 AT 4.00 PM

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 :

Tenderer

Chief Engineer

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# **1. NOTICE INVITING TENDER**

## **1.0 NOTICE INVITING TENDER**

1.01 Sealed item wise rate tenders are invited on behalf of National Games Secretariat, Trivandrum (hereinafter called the ACCEPTING AUTHORITY) for the **Supply, Installation, Testing and Commissioning of Exhaust Fans and Water Heaters at Games Village, Menamkulam, Thiruvananthapuram** from eligible Contractors ('B' grade)/Manufactures/dealers/firms 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.

The schedule of quantities, 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.1,500/- + tax VAT 5% (Rupees One thousand Five Hundred Only + tax VAT 5%) on any working days during office hours from 17.12.2014 up to 12 Noon 30.12.2014 or download from the official website of the National Games Secretariat, <http://kerala2015.com/>. 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 30.12.2014 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 documents
3. Preliminary agreement duly executed on non-judicial stamp paper of value not less than Rs.100/- as per Performa attached.
4. 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 04.00 PM on 30.12.2014 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 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 fulfilment 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 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.25,500/-. It shall be drawn from Nationalised/Scheduled bank in the form of crossed demand draft in favour of The Chief Commissioner and Principal Co-ordinator, 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 PAC subject to a maximum of Rs.2,00,000/- whichever is less, for the works upto Rs.2crore .PAC shall be in the form of a crossed demand draft\BG drawn in favour of National Games Secretariat payable at Trivandrum from Nationalised\Scheduled Bank. If the Probable Amount of Contract is more than Rs.2 crore the security deposit will be 10% of the PAC without any limit in the form of Bank Guarantee from Nationalised\Scheduled bank.

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

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

1.11.1 One 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.

1.11.2 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 1.11 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.

## **1.12 STATUTORY DEDUCTIONS**

- 1.12.1 Income-tax at the rate prevailing at the time of payment will be deducted from each running account bill and final bill.
- 1.12.2 All statutory payments in connection with the employment of the workmen for this work will be borne by the Contractor.
- 1.12.3 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.
- 1.12.4 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.

## **1.13 QUANTUM OF WORK**

- 1.13.01A 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.
- 1.13.02ACCEPTING AUTHORITY reserves the right to increase or decrease the quantum of work at site without assigning any reason.
- 1.13.03Variations 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.

## **1.14 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 upward revision of the rates quoted by the contractor for any reasons whatsoever. It should be clearly understood that any claims for extra Sales Tax, Excise duty, construction tax or any additional tax, etc., shall not be entertained in any case whatsoever once the tenders are opened.

## **1.15 INTERPRETING SPECIFICATIONS**

1.15.01 In interpreting the specifications, the following order of decreasing importance shall be followed:

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

1.15.02 Matters 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.

## **1.16 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.

## **1.17 ACCEPTANCE OF THE TENDER**

1.17.01 The acceptance of a tender rests with the Authorized 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.

1.17.02 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.

1.17.03 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.

1.17.04 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.

## **1.18 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.

### **1.19 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.

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

1.20.01 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.

1.20.02 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.

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

1.21.01 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.

1.21.02 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

### **1.22 PERIOD OF CONSTRUCTION**

Time is the essence of this contract. The construction period shall be 20 Days

### **1.23 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.

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

Sd/-  
Chief Engineer  
**NATIONAL GAMES SECRETARIAT**

## ANNEXURE TO NIT

### GENERAL INFORMATION OF THE PROJECT

1. Name of Project : Supply,Installation,Testing and Commissioning of Exhaust fans and Water heaters at Games Village, Menamkulam,Thiruvananthapuram
2. Site and location : Thiruvananthapuram
3. Nature/scope of work : Supply,Installation,Testing and Commissioning of Exhaust fans and Water heaters at Games Village, Menamkulam,Thiruvananthapuram
4. Nearest Railway Station : Thiruvananthapuram
5. Nearest Airport : Thiruvananthapuram
6. Owner/Client : The Chief Engineer  
National Games Secretariat  
Chandrasekhar Nair Stadium  
Trivandrum 695 033  
Tel: 0471 2302287
7. Consultants : Nil
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 : 20 Days.
11. Schedule taken : Market rates

## **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 “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 “Tender” shall mean the tender submitted by the contractor for acceptance before the ACCEPTING AUTHORITY.
- 2.01.06 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.
- 2.01.07 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.
- 2.01.08 “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.
- 2.01.09 “Site” shall mean the land allotted by the Owner/Client under in or through which the work is to be carried out.
- 2.01.10 “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.

- 2.01.11 “Engineer” shall mean the Engineering Personnel representing ACCEPTING AUTHORITY/Consultant and entrusted with work of supervision of work at the site.
- 2.01.12 “Contract sum/price” shall mean the total sum referred to in the schedule of quantities and rates and accepted by ACCEPTING AUTHORITY.
- 2.01.13 The ‘Probable Amount of Contract’ (PAC) shall mean the Estimated amount/ Tendered amount of the work.
- 2.01.14 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 Supply ,installation,testing and commissioning of Exhaust fans and Water Heaters including wiring from the point provided as directed by the Engineer-In Charge.
- 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 there under 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.

#### **2.04.00 GENERAL OBLIGATIONS**

##### **2.04.01 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 requires 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.

##### **2.04.02 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 is obligations under the contract and all matters and things necessary for the proper completion and maintenance of the work.

#### **2.04.03 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.

#### **2.04.04 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.

#### **2.04.05 LOCATION OF WORK**

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

#### **2.04.06 FIRM PERIOD**

The tender shall remain open for acceptance for a period of **15 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.

#### **2.04.07 COMMENCEMENT OF WORK**

The Contractor shall commence the work at site, within 05 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.

#### **2.04.08 PROGRAMME OF WORK**

As per the clause in special conditions of contract.

#### **2.04.09 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.

#### **2.04.10 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.

#### **2.04.11 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.

#### **2.04.12 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.

#### **2.04.13 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.

#### **2.04.14 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.

#### **2.04.15 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.

#### **2.04.16 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.

#### **2.04.17 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.

#### **2.04.18 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.

#### **2.04.21 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.

**2.04.23 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.

**2.04.24 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.

**2.04.25 SITE ORDER BOOK**

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.

**2.04.26 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.

**2.04.27 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.

**2.04.28 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.

#### **2.04.29 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.

#### **2.04.30 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.

#### **2.04.31 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.

#### **2.05.00 LABOUR**

##### **2.05.01 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.

##### **2.05.02 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.

#### **2.05.03 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.

#### **2.05.04 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.

#### **2.05.05 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.

#### **2.05.06 AGE LIMIT OF LABOUR**

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

#### **2.05.07 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.

#### **2.05.08 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.

#### **2.06.00 MATERIAL TESTS AND WORKMANSHIP**

##### **2.06.01 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.

##### **2.06.02 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.

##### **2.06.03 COST OF SAMPLES**

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

##### **2.06.04 COST OF TESTS**

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

##### **2.06.05 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.

#### **2.06.06 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.

#### **2.04.07 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.

#### **2.04.08 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.

#### **2.04.09 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.

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

##### **2.05.01 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 his 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.

##### **2.05.02 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 2.05.03 and 2.05.04.

##### **2.05.03 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 Engineer in charge shall determine the amount of such extension and with the approval of the Client shall intimate the Contractor in writing provided that the Engineer in charge 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 Engineer in charge 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.

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

If in the opinion of the Engineer in charge the progress of the work has at any time been delayed due to force majeure conditions like strikes, fire, inclement weather, un-avoidable 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 Engineer in charge may decide and this will be indicated in writing. The Contractor shall complete the work at the accepted rates, terms and conditions.

#### **2.05.05 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.

#### **2.05.06 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.

#### **2.05.07 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 2.05.07 hereof are fully complied with.

#### **2.05.08 MAINTENANCE**

For a period of TWELVE MONTHS commencing immediately after taking over of the work by ACCEPTING AUTHORITY, the Contractor's 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.

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

##### **2.06.01 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.

#### **2.06.02 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.

#### **2.07.00 ALTERATIONS, ADDITIONS AND OMISSIONS**

##### **2.07.01 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.

##### **2.07.02 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.

### 2.07.03 **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 2.07.03.01 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.

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

Tenderer

Chief Engineer

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.

#### **2.07.05 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.

#### **2.07.06 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.

#### **2.08.00 MEASUREMENTS**

##### **2.08.01 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 fulfilment of his obligations under the contract.

##### **2.08.02 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 only after the completion or for a minimum payment of 90% of contract amount, unless otherwise agreed by the Chief Engineer, National Games Secretariat.
- .03 Period of final measurement shall be within one month from the time of completion of the project.

### 2.08.03 **METHOD OF MEASUREMENT**

The works shall be measured in accordance to relevant IS codes notwithstanding any general or local custom, except where otherwise specifically described or prescribed in the contract.

### 2.09.00 **PROVISIONAL SUMS**

- 2.09.01 "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.
- 2.09.02 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.

### 2.10.00 **FURTHER INSTRUCTIONS**

- 2.10.01 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.

- 2.10.02 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.

- 2.10.03 The rate has to be entered by a single entry at the end the schedule both in words and in figures.
- 2.10.04 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.
- 2.10.05 The rates should be quoted in decimal coinage system.
- 2.10.06 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.
- 2.10.07 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.
- 2.10.08 The tender of the Contractor not complying with the above instructions may be rejected.
- 2.10.09 The tenderer should put the signature on all pages of the tender documents.

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

Chief Engineer

## TENDER FORM

**TENDER NO : 58/2014-15/ NGS dt 15.12.2014**

To

The Chief Engineer,  
National Games Secretariat,  
Trivandrum.

Dear Sirs,

**Sub: SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF EXHAUST FANS AND WATER HEATERS AT GAMES VILLAGE, MENAMKULAM, THIRUVANATHAPURAM**

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.

Tenderer

Chief Engineer

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.

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

Chief Engineer



### **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 from a scheduled bank has to be remitted by the Contractor who quote very low rates as below:

- i. If the quoted amount is 50% below PAC, appropriate additional performance guarantee or any amount as decided by the Accepting Authority shall be submitted by the Contractor before executing the agreement and the same will be released after the satisfactory completion of work.
- ii. If the quoted amount is between 25% and 50% below PAC, the Contractor will remit performance guarantee equal to the difference between PAC and the quoted amount before executing the agreement and the same will be released after the satisfactory completion of the work.
- iii. Performance guarantee for specialized items of work like antitermite treatment, glass work etc. shall be retained by the Accepting Authority/Client 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.

Temporary wiring/cabbling shall not be routed across floors, around doors. It shall be properly routed as directed by the Engineer-in-Charge. Temporary wiring shall be protected from sharp edges, heat and sunlight to avoid breakdown of the insulation.

### **3.06. 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.

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

Deductions will be made from the bills towards Sales Tax, tax on Works contract as per relevant ST Act.

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.

### **3.08 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 Contractor has to dismantle and remove the temporary office after the completion of the Project.

### **3.09 SUPERVISORY STAFF**

The Contractor shall appoint required number of experienced and qualified technical and supervisory staff at the site 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.

### **3.10 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 five 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 daily 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 week his anticipated progress schedule for all items of work for the following week in an approved proforma to the Engineer-in-Charge.

e) The Contractor shall also submit Photographs of completed works along with Daily Progress Report (both soft copy & hard copy of approved size)

### **3.11 DOCUMENTATION**

The Contractor shall prepare and submit 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 Engineer in charge /Client and all as built drawings along with the final bill.

### **3.12 WORKS TO BE DONE BY CONTRACTOR**

Unless and otherwise mentioned in the tender document, the following works shall be done by the contractor, and therefore their cost shall be deemed to be included in their tendered cost:

- a) Foundation and brackets and components wherever required, including foundation bolts, etc. wherever specified.

- b) Excavation and refilling of trenches in soil wherever the pipes/cables are to be laid directly in ground, including necessary base treatment and supports for pipes, bricks, etc, as specified.
- c) Sealing of all opening provided for pipes and cables, from fire safety point of view, after laying of the same.
- d) Painting of all exposed metal surfaces of equipment and components.
- e) Making good all damages caused to the structure, walls, floors, slabs, etc., during installation and restoring the same to their original finish.
- f) Consumables, fuels, cement, etc. required for the work, testing, trial runs and commissioning.
- g) Testing and commissioning of the completed installation.
- h) For any item of work, not covered in particular specification, the same shall be done as per latest relevant BIS codes of practice.
- i) For any item of work not covered in particular specification, the same shall be done as per sound engineering practice as directed/approved by Engineer-in-Charge.

### **3.13 General Requirements and Arrangement of Materials**

3.13.1 All sundry fittings, assemblies, accessories, hardware items, foundation bolts, termination lugs for electrical connections as required, and all other sundry items which are useful and necessary for proper assembly and efficient working of the various components of the work shall be deemed to have been included in the tender, whether such items are specifically mentioned in the tender document or not.

#### **3.13.2 Quality of materials**

All the materials and equipment supplied by the contractor for this work shall be new and should conform to relevant BIS Specifications. They shall be of such design, size and material as to function satisfactorily under the rated conditions of operation and to withstand the environmental conditions at site. The copies of purchase vouchers & gate passes should be produced along with the materials. The type test certificates, routine test certificates and acceptance test certificates are also to be submitted.

#### **3.13.3 Inspection of material and Equipment**

The materials should be inspected/ tested prior to the despatch from the manufacturer by Purchaser/ Engineer in charge. The inspection call should be given at least fifteen days in advance so as to depute the officials of Purchaser/ Engineer in charge for the inspection.

Such inspection will be of the following categories:

1. Inspection of materials/equipment to be witnessed at the manufacturers' premises in accordance with relevant BIS/Agreement Inspection Procedure.

2. To receive materials at site with manufacturers' Test Certificate(s).
3. To receive materials after physical inspection at site.

Similarly, for fabricated equipment, the contractor will first submit dimensional detailed drawings for approval before fabrication is taken up in the factory. Suitable stage inspection at factory also will be made to ensure proper use of materials, workmanship and quality control.

#### 3.13.4 Rating of components

All current carrying components in an installation shall be of appropriate rating of voltage, current and frequency as required at the respective sections of the electrical installation in which they are used, without their respective ratings being exceeded.

#### 3.13.5 Storage of materials

The storage of materials brought to site is the full responsibility of the contract. The contractor should construct necessary storerooms. The land required for stores will be provided by the Purchaser free of cost. The storeroom should be with double lock arrangement and key of one lock will be with Engineer-in-charge or his authorised representative and other one will be with the contractor.

#### 3.13.6 Procurement of Materials

Contractor shall make his own arrangements for the procurement of all materials including cement and steel required for the work.

### **3.14** Samples

3.14.1 The Contractor shall be required to produce samples of all the materials sufficiently in advance to obtain approval of the Engineer-in-charge.

3.14.2 Approved samples shall be retained by the Engineer-in-charge until the completion of the work and all materials and workmanship incorporated in the work are to conform to the approved samples in all respects. Rejected materials shall be removed from the site immediately under the supervision of Engineer-in-charge.

3.14.3 If on handing over the site or at any time thereafter during the execution of work, the contractor considers that any drawing or information necessary for the execution of the work has not been provided, he shall inform the Engineer-in-charge in writing giving full details required. All materials or workmanship, which in the opinion of the Engineer-in-charge is defective or is unsuitable shall be removed immediately from the site within a reasonable time to be fixed by the Engineer-in-charge depending on the requirement in each case, failing which, the same shall be removed at the risk and cost of the Contractor. No claim whatever shall be entertained on this account.

3.14.4 Whenever B.I.S. codes are referred to in other particular specifications attached, the latest B.I.S. codes prevalent at the time of execution shall be followed.

### **3.15** Bye-laws

The Contractor shall comply with all bye-laws and regulations of local and statutory authorities having jurisdiction over the works and shall be responsible

for obtaining prior approval, if any, and payment of all fees and other charges, giving and receiving of all necessary notices and keeping the Engineer-in-charge informed of the said compliance with the bye-laws payments made, notices issued and received.

The Contractor shall indemnify Purchaser against all claims in respect of royalties, patent rights, design trademarks of name or other protected rights in respect of any plant, machine, work or materials used for or in connection with work or temporary work and from and against all claims, demands proceeding, cost, charges and expenses whatsoever in respect of or in relation thereto. The Contractor shall defend all actions arising from such claims and shall himself and any every sort that may be legally incurred in respect thereof.

The Electrical work shall be carried out as per local Electrical Inspectorate / Central Electrical Authority, which even is concerned. Standards/ specifications/ guidelines and the Contractor shall get the approval and safety certificate from the Inspectorate after the completion of work and before energisation.

### **3.16 Consumption of Materials**

Proper record of daily consumption of materials shall be maintained at the site of work for each item as directed by the Engineer-in-charge. This is required to be done even if the contractor arranges these materials.

### **3.17 Co-ordination**

The Contractor shall co-operate with other agencies working in the same project, compare plans, specifications and the time schedules and so arrange his work that there will be no interference. The Contractor shall forward to the Engineer-in-charge all correspondence and drawings exchanged. Failure to check plans for conditions will render the Contractor responsible for bearing the cost of any subsequent change found necessary or damages done.

However, the Contractor shall afford necessary facilities to execute the work simultaneously with other agencies executing the works for the same project. The Purchaser shall entertain no claim on this account.

### **3.18 Safety**

Only properly tested and marked material handling equipment shall be used.

All important connections/assembly of sound design related to pulley/guide etc., including the supporting arrangement and fixing details shall be checked periodically and necessary rectifying actions are to be taken in order to ensure safe handling of loads during different operations.

All plant and machinery of the contractor shall observe the safety regulations needed for working in a project where other contractors/ sub-contractors/ agencies might also be working on the project, so as not to interfere with the work of the other contractors or foul with their constructions shall be taken by the contractor and nothing extra is payable on this account.

The Contractor shall take all precautions to avoid all accidents by exhibiting necessary caution boards day and night, speed limit boards, red flags, red lights

and providing barriers. He shall be responsible for all damages and accidents caused due to negligence on his part. No hindrances shall be caused to traffic during execution of work.

The rates quoted by the Contractor for all items except those where specific provisions indicated in the schedule of Requirements shall include all leads, lifts, and nothing extra shall be paid on this account.

The Contractor shall adjust his labour, staff, plant, machinery. etc., according to the requirement of work from time to time with particular regard to approved phases of work and no claim shall be entertained on account of idle labour, plant, machinery, etc., due to any reason whatsoever.

The Contractor shall clear the site thoroughly of all shuttering materials and rubbish etc., left out of his work and dress the site around the area to the satisfaction of Engineer-in-charge upon completion of the work and before release of payment of the last running bill. He will remove the labour huts on completion of the work. The payment of final bill will be subject to the compliance of this condition by the contractor.

### **3.19 Testing and Measuring Equipments**

Equipment for measurement of work and testing the installation shall be procured by the Contractor for his use at his own cost. The same shall also be made available to the Engineer-in-charge without any charges for use of this work.

### **3.20 Tests**

The Contractor shall produce samples of all the materials well in advance so that there is sufficient time for testing of the materials and clearance of the same before incorporation in the work.

All the materials to be used in and on every part of the work shall be subjected, from time to time, to such tests as the Engineer-in-charge may direct. Such tests shall be performed at the expense of the Contractor. The samples for tests shall be in all cases selected by the Engineer-in-charge and supplied by the Contractor as part of the contract. If at any time, any material so tested, fails to meet the acceptance criteria, the same shall be removed from the site of works and other materials substituted therefore, but in the absence of any specified test/acceptance criteria, the decision of the Engineer-in-charge shall be final and binding as to whether the said material or materials shall be used on the works, or removed forthwith and other suitable, approved material substituted.

The contractor shall produce on demand from the Engineer-in-charge, the necessary test certificates, Manufacturers' Authorization form certifying that the materials conform to the technical specifications. However, this clause will not apply to routine testing of materials at the site laboratory of the Contractor.

All tools, instruments, plants and labour/operating personnel for the test shall be provided by the Contractor at his own cost. For any tests as directed by the Engineer-in-charge, that has to be carried out at an outside laboratory, the same should be carried out by the Contractor without any extra cost.

### **3.21 Site for Plants/Equipment, Stacking of Materials and Labour**

Tenderer

Chief Engineer



The Contractor shall stack materials at the site of work strictly as per instructions of Engineer-in-charge keeping in view the safety and smooth progress of the project.

Nothing extra shall be payable for any extra lead involved in stacking the materials at a reasonable distance away from the work place.

Site for labour camps will be made available to the Contractor, if found necessary, by the Purchaser and it should be vacated and area cleared by the Contractor on completion of work and before the release of final bill.

### **3.22 Site Maintenance during Construction**

The Contractor and each Sub-Contractor shall from time to time clear and remove all rubbish and obstructions and driveways in the work area shall be kept clear and unobstructed at all times. Nothing extra shall be paid on this account.

### **3.23 Insurance**

The Contractor shall arrange, secure and maintain insurance as may be necessary and for all such amounts to protect his risks as detailed herein. The form and the limit of such insurance as defined herein together with the underwritten thereof in such case shall be as acceptable to the Purchaser.

However, irrespective of such acceptance, the responsibility to maintain adequate insurance coverage on comprehensive all risks basis at all times during the period of contract shall be of the Contractor. The Contractor's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations. Any loss or damage to the construction equipment or materials during handling, transporting, storage and erection, till such time as the work is certified by the Engineer-in-charge as having been completed in all respects & is taken over by the Purchaser: shall be to the account of the Contractor and his responsibility preferring all claims and make good for the damage or loss by way of repairs and/or replacement of the portion of the work damaged or lost. The completion of work shall not, in any, way relieve the Contractor of the above responsibilities during the period of the contract. The Contractor shall provide the Purchaser with a copy of all insurance policies and documents taken out by him in pursuance of this contract.

Such copies of documents shall be submitted to the Purchaser immediately after such insurance coverage. The Contractor shall also inform the Purchaser in writing at least twenty (20) days in advance regarding the expiry/cancellation and/or change in any of such documents and insurance revalidation/renewal, etc., well in time as may be necessary. The risks that are to be covered under the insurance shall include but not be limited to the loss or damage in transit, theft, pilferage, riot, civil commotion, weather conditions, accidents of all kinds, fire, etc. The scope of such insurance shall cover the entire value of the work from time to time. All costs on account of insurance liabilities covered under the contract will be on the Contractor's account and will be included in contract price. However, the Purchaser, may from time to time during the pendency of the contract, ask the Contractor in writing to limit the insurance coverage risks and in such a case the

parties to the contract will agree for a mutual settlement for reduction in contract price to the extent of reduced premium account.

### 3.24 Insurance for Staff

The Contractor shall insure all his staff working at site against injury, loss of life etc., and the Purchaser will entertain no claims of compensation in this regard. The Contractor shall indemnify the Purchaser against all such claims as above, by his staff.

### 3.25 Compensation for Delay

If the Contractor fails to complete the work and clear the site for any particular phase on or before the stipulated completion time of that respective stage or extended period of completion, he shall, without prejudice to any other right or remedy of the Purchaser on account of such breach, pay as agreed a compensation of the amount calculated on the basis of General Conditions of Contract.

The Contractor shall maintain in perfect condition all works executed till the completion of the entire works allotted to him. When, phased handing-over is contemplated, the provisions mentioned above will apply to each phase.

### 3.26 Guarantee

At the close of work and before issue of final certificate of total completion by Engineer-in-charge, the contractor shall furnish a written guarantee indemnify the Purchaser against defective materials and workmanship for a period of one year after completion. The Contractor shall hold himself fully responsible for reinstallation or replace free of cost to the Purchaser during the defect liability period as stipulated hereunder:

- a) Any defective material supplied by the Contractor or defective workmanship of the Contractor.
- b) Any material supplied by the Purchaser/owner, which is proved to be damaged or destroyed as a result of defective workmanship by the Contractor.

### 3.27 Payment Terms for the Supply and Installation

**On completion:** Upto 90% of the contract amount, shall be paid on final completion of the entire supplies & installation work under contract, for which payments are claimed.

**On taking over:** 100% of the contract amount, less amount already paid and security deposits due, if any, shall be paid on completion of testing, trial run and satisfactory commissioning of the installation and issue of the final completion certificate, and on acceptance of the same by the Engineer in charge.

All the payments are made, after deducting there from the amounts already paid, the security deposit, income tax and other amounts as may be deductible or recoverable in terms of the contract.

The amount admissible for interim bills shall be normally paid within a month from the date of receipt of the bill by the Engineer-in-charge after such verification as is considered necessarily.

Pending consideration of extension of date of completion, interim payments shall continue to be made as here in provided.

Any interim certificate given relating to work done or materials delivered, may be modified or corrected by any subsequent interim certificate or by the final certificate. No certificate of the Engineer-in-charge supporting an interim payment shall have itself be inclusive evidence that any work or materials to which it relates is/are in accordance with the contract.

### **3.28 SETTLEMENT OF DISPUTES**

#### **3.28.01 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**

#### **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.....(as per NIT) which shall be treated as security for the proper fulfilment 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 witnesses 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 supersede 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 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 there under 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.





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

## **5. TECHNICAL SPECIFICATIONS**

## **5. TECHNICAL SPECIFICATIONS**

The technical specifications consist of 4 sub heads as shown below:

- 1 General
- 2 Installation
- 3 Measurement
- 4 Approved makes of equipment and materials

### **1.0 General**

- 1.1** The intent of this specification is to define the requirements for the design, manufacture, shop testing, supply, installation, testing and commissioning of the electrical system like LV Switch Board, Lighting, Power Distribution, Power cables, Earthing, Lightning Protection, etc. Requirement shall be as specified in schedule of requirements / approved drawing of the Accepting Authority or as per the battery limits fixed by the Client / Engineer in charge. The bidder shall furnish complete details of the equipment with all necessary drawings.
- 1.2** The bidder should note that the specifications furnished is of general nature only and it is the responsibility of the bidder to supply, install and commission the equipment and services required for the satisfactory performance of the installation. All the items of equipment required for the safe and satisfactory operation of the installation shall be supplied and installed by the bidder.

### **2.0 INSTALLATION**

#### **2.1 Scope**

The intent of this specification is to define the requirements for the installation, testing and commissioning of the electrical items mentioned in the schedule of requirements. The work shall, however at all times carried out strictly as per the instructions of the Engineer-in-Charge.

The Contractor shall furnish all tools, welding equipment, rigging materials, testing equipment, test connections and kits etc. Required for complete installation, testing and commissioning of the items included in the Contract.

The Contractor shall carry out touch-up painting on any equipment indicated by the Engineer-in-Charge, if the finish paint on the equipment is soiled or marred during installation handling.

The installation shall conform in all respects with Indian Standard Code of Practice.

#### **2.2 Testing**

### **2.2.1 Completion tests**

After supply and installation of complete project or a particular building/area, the contractor shall carry out following tests before switching on the power to installation and the results shall be recorded and submitted to the engineer-in-charge. If results are not satisfactory/as per the standard, the contractor shall identify the defects/short coming and shall rectify the same. Nothing extra shall be paid for carrying out these tests and contractor has to arrange all necessary instruments.

### **2.2.2 Connections**

- i) Connections to busbars shall be made either by clamping arrangement, or by bolts and nuts as required. Tapped holes with studs may be permitted only for copper busbars for tapping conductor size upto 16 sq.mm.
- ii) All connections shall be made such that there is a clear metal to metal area contact at the tappings so that the current density of the busbars at the point of connection does not exceed permissible limits, avoiding local heating.
- iii) For tap-off connections from busbars, PVC insulated wiring cables may be used for current capacity up to 100A. And for higher current capacities, solid conductors/strips suitably insulated with PVC sleeve/tape shall be used.
- iv) The bolts and nuts used for connections to busbars shall be of aluminium alloy, tinned forged brass or galvanised iron. Suitable precaution shall be taken against heating due to bi-metallic contact, spring washers and plate washers, shall be used with the studs/nuts to ensure proper contact pressure.

## **3.0 MEASUREMENT**

### **3.1 Quantities**

The quantities set out in the Schedule of Requirements are the estimated quantities of the work, but they are not to be taken as the actual and exact quantities of the Work to be executed by the Contractor in fulfilment of his obligations under the Contract.

### **3.2 Works to be measured**

The Client shall, except as otherwise stated, ascertain and determine by measurement the value in terms of the Contract of work done in accordance with the Contract. He shall, when he required any part or parts of the Work to be measured, give notice to the Contractor's authorised agent or representative, who shall forthwith attend or send a qualified agent to assist the Engineer 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 agent, then the measurement made by the Engineer or agent 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 records and drawings, the Engineer in charge shall prepare records and drawing month by month of such work 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 the Engineer in charge and shall sign the same when so 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 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 the Engineer in charge, for decision by the Engineer in charge, notice in writing of the respects in which such records and drawing are claimed by him to be incorrect.

### **3.3 Mode of Measurement**

The Works shall be measured net, as prescribed in the specification of work, notwithstanding any general or local custom, except where otherwise specifically described or prescribed in the Contract. Wherever not specifically mentioned in the Contract, the mode of measurement as prescribed in the relevant IS codes shall be applicable and binding to the Contract. Only the latest editions of all the codes of practices including all latest official amendments and revisions shall be applicable.

### **3.4 Battery Limit**

Scope of work includes:

- 1. Supply, installation, testing and commissioning of Exhaust Fans, Water Heaters including wiring from the point provided as directed by the Engineer-In Charge.**

## **4.0 APPROVED MAKES OF EQUIPMENT AND MATERIALS**

### **4.1 Scope**

The scope of this section covers the recommended makes of equipment, material components. The final choice of makes shall be indicated at the time of finalization of order.

The makes of material offered by the contractor shall be indicated at the space provided for proper evaluation of the offer and shall be one of the recommend makes. In the absence of such indication, the decision rests with the Purchaser/ Engineer in charge.

### **4.2 Makes recommended**

The makes of material recommended are exhibited in respective section. The offers shall be strictly on the basis of the makes recommended.

Where specified make and model nos. are indicated in the schedule of requirements, the bidder should quote for the same items.

### **4.3 List of Approved Makes of Equipment and Materials**

No.	Item	Make of Materials/Equipment
1.	660/1100V grade stranded PVC flexible wire with Copper Conductor	Finolex, RR Kabel, L&T,Havells,V-Gaurd,
2.	Rigid PVC Conduit with Accessories	Precision, Clipsal, Lapp Kabel, Diamond, Konseal, Balco.
3.	Exhaust fans and Water Heaters	Bajaj, Havells, Usha, Crompton, GE, Wipro, Philips, Racold, Orient, Haier

## **6.0 SCHEDULE OF QUANTITIES**



