



TENDER DOCUMENT

FOR THE WORK OF

**FIXING OF BARBED WIRE FENCING
OVERHEAD BOUNDARY WALL IN THE CAMPUS
OF ICMR HQ, ANSARI NAGAR,
NEW DELHI-110 029.**

AT

**INDIAN COUNCIL OF MEDICAL RESEARCH,
ANSARI NAGAR, NEW DELHI-110 029.**

PROJECT MANAGEMENT CONSULTANT:

**NATIONAL PROJECTS CONSTRUCTION CORPORATION LIMITED
PLOT NO.67-68,
SECTOR-25,
FARIDABAD,
HARYANA-121 004.**

1. Name of the contractor :
2. Date of Receipt of application :
for issue of Tender
3. Tender issued on :
4. Date of receipt of tender :

I N D E X

S.No.	Details		Page No.
1.	Notice Inviting Tender	NIT	
2.	Tender Form	TF	
3.	Warranty Form	WF	
4	Information and Instruction for tenderer	IF	
5.	Definitions	DF	
6.	General Conditions of the Contract	GCC	
7.	Special Conditions of Contract	SCC	
8.	Additional Conditions	AC	
9.	Specifications	SF	
10.	Performa of Bank Guarantee	PBG	
11.	Schedule of Quantities	SOQ	



NATIONAL PROJECTS CONSTRUCTION CORPORATION LIMITED
(A GOVT. OF INDIA ENTERPRISE)

N.I.T. No.254/NIHFW/ICMR/

Dated:___/10/2012

NOTICE INVITING TENDER

M/s. National Projects Construction Corporation Limited (A Govt. of India Enterprise) on behalf of Indian Council of Medical Research, Ansari Nagar, New Delhi-110 029, invites sealed tenders from the registered & working agencies of NPCC for the following works:

Name of work	Fixing of Barbed Wire Fencing overhead Boundary Wall in the Campus of ICMR HQ, Ansari Nagar, New Delhi-110 029.
Estimated Cost	Rs. 6.90 lacs (Approximately)
Time period	02 months
E.M.D.	Rs.14000/- (Rupees Fourteen thousand only) in form of DD/FDR, valid for 90 days in favour of NPCC Limited.
Cost of Tender documents	Rs. 1000/- in cash (Non-refundable)
Date of Sale of Tender	06.10.2012 to 12.10.2012
Last date of submission of Tender	15.10.2012 upto 2.30 PM
Opening of Tender	15.10.2012 at 3.00 PM

- i) Tender without requisite EMD shall be rejected out rightly.
- ii) Tender document may be obtained from the office of the Project Manager, NPCC Ltd., NIHFW Unit, C/o-National Institute for Health and Family Welfare, Baba Gangnath Marg, Munirka, New Delhi-110 067 between 11.00 AM to 4.00 PM from **06.10.2012 to 12.10.2012** during working hours.
- iii) The tender documents is available at NPCC website www.npcc.gov.in for viewing only.
- iv) Tenderers are required to get the tender documents issued from the office of the undersigned before submitting competitive offer. No tenderer would be allowed to submit the down loaded filed tender document. The tender documents which are issued from the office will only be entertained.
- v) Interested agencies should apply in writing.
- vi) Amendment/Corrigendum if any shall be hoisted on NPCC website only.

The details can be seen at our website www.npcc.gov.in.

Sd/-

(D.J.S.BAMBAH)
PROJECT MANAGER
NIHFW UNIT, MUNIRKA,
NEW DELHI-110 067.
Mob-7838131303
Tele(O)-26167639
011-26165959 Extn: 138

TENDER FORM



Project Manager,
NPCC Limited,
NIHFW Unit,
New Mehrauli Road,
Munirka, New Delhi-67.

SUB: TENDER DOCUMENTS FOR THE WORK OF FIXING OF BARBED WIRE FENCING OVERHEAD BOUNDARY WALL IN THE CAMPUS OF ICMR HQ, ANSARI NAGAR, NEW DELHI-110 029.

Dear Sir,

1. We hereby submit our unconditional offer as per the terms & conditions of NPCC.
2. We have read and examined the following documents:-
 - a) Notice inviting tender
 - b) Warranty Form
 - c) Information and instructions for tenderers
 - d) Definitions
 - e) General Conditions of contract
 - f) Special conditions
 - g) Additional conditions
 - h) Schedule of quantities
 - i) Performa of Bank Guarantee
3. Further to the above, we have also visited and examined the site of the proposed work and have acquired the requisite information relating thereto as affecting the tender inviting you.
4. We are enclosing along with our tender an earnest money of **Rs.14000/- (Rupees Fourteen thousand only)** in form of DD/FDR in favour of NPCC Ltd., payable at Delhi (in separate sealed envelope). We hereby agree that the same shall be forfeited by the NPCC Limited in the event of our tender being accepted and if we fail to execute the contract when called upon to do so and fails to deposit Performance Guarantee with in 15 days of issue of letter of award.

Contd.2/-



TF-2

5. We agree and offer to execute all the referred to in the said documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered to be priced as per the conditions of the contract.
6. We hereby also agree that unless and until a formal agreement is prepared and executed in accordance with the articles of agreement, this tender together with your acceptance thereto, shall constitute a binding between us.
7. Tender shall remain valid for 90 days from the date of opening of price bid.

Signed in the capacity of duly authorized to sign tenders for and on behalf of :

Address:

Telephone No:

Date:

Fax No.



Page WF-1 of WF-1

WARRANTY FORM

M/s. _____ having its registered office at _____ (hereinafter referred to as the contractor) having carefully studied all the documents, specifications, drawings etc. pertaining to the contract for works :

TENDER DOCUMENTS FOR THE WORK OF FIXING OF BARBED WIRE FENCING OVERHEAD BOUNDARY WALL IN THE CAMPUS OF ICMR HQ, ANSARI NAGAR, NEW DELHI-110 029.

DO HEREBY WARRANTY THAT

1. The contractor is familiar with all the requirements of the contract.
2. The contractor has investigated the site and satisfied himself regarding the character of the work and local conditions that may affect the work or its performance.
3. The contractor is satisfied that the work can be performed and completed as required in the contract.
4. The contractor accepts all risk directly or indirectly connected with the performance of the contract.
5. The contractor has had no collusion with other contractors, with any of the men of the Engineer-in-charge or with any other person in Deptt. to execute the said works according to the terms and conditions of the contract.
6. The contractor has not been influenced by any statement or promise of the Deptt. Of Engineer-in-charge but only the contract documents.
7. The contractor is financially solvent.
8. The contractor is experienced and competent to perform the contract to the satisfaction of the Engineer-in-charge.
9. The statement submitted by the Contractor is true.
10. The contractor is familiar with all general and special laws, acts, ordinance rules and regulations of the municipalities, district, state and Central Govt. that may affect the work, its performance or personnel employed therein.

Date _____

For & on behalf of the
Contractor

Page IF-1 OF IF-4
INFORMATION AND INSTRUCTIONS FOR TENDERERS:

1. The details of work to be carried out and its scope is given in the 'Notice Inviting Tender' which also indicates a brief description of the project where work is to be executed. The tenderers are advised to study the same carefully before tendering and they shall be deemed to have fully acquainted themselves with the same
- 2.1.1 The tenderers, in their own interest, are also advised to inspect and examine the site and its surroundings and satisfy themselves, before submitting their tenders, in respect of the site conditions including, but not restricting to, the following which may influence or effect the work or cost thereof under the contract.
 - a) Site conditions including access to the site, existing and required roads and other means of transport/communication for use by him in connection with the work.
 - b) Requirement and availability of land and other facilities for his enabling work, colonies stores and workshops etc.
 - c) Ground condition including those bearing upon transportation, disposal, handling and storage of materials required for the work or obtained there from.
 - d) Source and extent of availability of suitable materials including water, power etc. and labour (skilled and unskilled) required for work and laws and regulations governing their use and employment.
 - e) Geological, meteorological, topographical and other general features of the site and its surroundings as are pertaining to and needed for the performance of the work, with other specifications, drawings for reference and guidance.
 - f) The limit and extent of surface and sub-surfaced water to be encountered during the performance of the work and the requirement of drainage and pumping.
 - g) The type of equipment and facilities needed, preliminary to and for the performance of the work; and
 - h) All other information pertaining to and needed for the work including information as to the risks, contingencies and other circumstances which may influence or effect the work or the cost hereof under this contract.
- 2.2. The tenderers should note that information, if any, in regard to the site local conditions as contained in these tender documents, except for the material agreed to be supplied by the NPCC Ltd., has been given merely to assist the tenderer and is not warranted to be complete.

- 2.3 The tenderers should note and bear in mind that the NPCC Ltd., shall bear no responsibility for the lack of acquaintance of the site and other conditions or any information relating thereto, on their part. The consequences of the lack of any knowledge, as aforesaid, on the part of the tenderers shall be at their risk and cost and no charges or claims whatsoever consequent upon the lack of any information, knowledge of understanding shall be entertained or payable by the NPCC Ltd.
3. The offer should be valid for 90 (Ninety) days from the date of opening of the tender.
4. The tender should be submitted in the prescribed form and the same should be signed properly as laid down hereunder:
- a) If the tender is submitted by an individual, it shall be signed by the proprietor above his full name and full name of his firm with its current business address.
 - b) If the tender is submitted by a proprietary firm, it shall be signed by proprietor above his full name and full name of his firm with current business addresses.
 - c) If the tender is submitted by a firm in partnership, it shall be signed by all the partners of the firm above their full name and current business addresses, or by a partner holding the power of attorney for the firm by signing the tender in which case a certified copy of the power of attorney shall accompany the tender. A certified copy of the partnership deed and current business address of all the partners of the firm shall accompany the tenders.
 - d) If the tender is submitted by a limited company or a limited Corporation, it shall be signed by a duly authorized person holding the power of attorney for signing the tender in which case a certified copy of the power of attorney shall accompany the tender. Such limited company or corporation may be required to furnish satisfactory evidence of the existence before the contract is awarded.
 - e) If the tender is submitted by a group of firms, the sponsoring firm shall submit complete information pertaining to each firm in the group and state along with the bid as to which of the firms shall have the responsibility for tendering and for completion of the contract document and furnish evidence admissible in law in respect of the authority assigned to such firm on behalf of the group of firms for tendering and for completion of the Contract document. The full information and satisfactory evidence pertaining to the participation of each member of the group of firm in the tender shall be furnished along with the tender.



- f) All witnesses and sureties shall be persons of status and their full names. Occupation and addresses shall be stated below their signatures. All signatures affixed on each page in the tender will be dated.
5. EMD of the unsuccessful bidder shall be returned after the award of the work to the successful bidder. No interest etc. shall be paid on the EMD. Offer shall remain valid for 90 days from the date of receipt of the tender.
- i) EMD of the successful bidder will be adjusted against Performance Guarantee. If during the tender validity period, the tenderer, withdraws his tender, the Earnest Money Deposit shall be forfeited.
 - ii) The Corporation shall have the right of rejecting all or any of the tenders and split the work between two or more parties and also will be bound to accept the lowest or any tender and Corporation's decision in this regard shall be final and binding on all tenderers.
 - iii) If the tenderer fails to commence the work given in the scope of work within 05(Five) days from the date of issue of written tender to commence the work, the Corporation shall have a right to forfeit the earnest money deposited by the tenderer absolutely without prejudice to other rights and remedies available with the Corporation.
 - iv) The 'Notice Inviting Tender' and this "Information and Instructions for Tenderer" shall form part of the Tender documents.
 - v) Any addendum/corrigendum issued before the date of opening of tender will form part of tender documents.
 - vi) The tender drawings may be seen in the office of undersign during any working day.
 - vii) Corporation(NPCC) reserve it rights to accept or reject any or all tenders without assigning any reason hereunder. Further Corporation reserve its right to splits the work in parts.

Date: _____

Signature of the Contractor.

Witness.....

Name

Address.....

.....

Page DF 1 of DF 2
DEFINITIONS

1. **Singular & Plural:-** Where the context so requires, words imparting the singular only also include the plural and vice versa.
2. **Headings & Marginal notes to conditions:-** Headings and marginal notes to those general conditions shall not be deemed to form part thereof or to be taken into consideration in the interpretation or construction thereof or of the contract.
3. **Definitions:-**
 - a) 'Owner' means the **Indian Council of Medical Research, Ansari Nagar, New Delhi-110 029** and their legal representatives, heirs and successors.
 - b) Corporation/NPCC Ltd., shall mean the National Projects Construction Corporation Limited, New Delhi, having its registered office at Raja House, 30-31, Nehru Place, New Delhi-110 019.
 - c) The 'Accepting Authority' shall mean the Project Manager, NIHF Unit, Munirka, New Delhi appointed by the Chairman and Managing Director of M/s. National Projects Construction Corporation.
 - d) The "Contract" shall mean the notice inviting the tender, the tender and acceptance thereof and the formal agreement, if any, executed between the National Projects Construction Corporation and the contractor together with the documents referred to therein including these conditions with appendices and any special conditions, the specifications, designs, schedule of quantities with rates and amounts and schedule of rates. All these documents taken together shall be deemed to form one contract and shall be complimentary to one another.
 - e) The "Contractor/Sub Contractor" shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include legal representatives of such individual or persons composing such firm or un-incorporated company or successors of such firm or company as the case may be and permitted assigns of such individual or firm or company.
 - f) The "Contract SUM" shall mean: in the case of item rate contracts the cost of the works arrived at after multiplying of quantities shown in schedule of Quantities of the item rates quoted by the tenderer for the various items.
 - g) A "Day" shall mean a day of 24 hours from mid-night to mid- night irrespective of the number of hours worked in that day.
 - h) "Project Manager/Engineer-in charge" shall mean the Engineer officer appointed by the Corporation or his duly authorized representative who shall direct, supervise and be in charge of the works for purposes of this contract.

- i) “Excepted risks” are risks due to riots (otherwise than among contractor’s employees) and civil commotion (in so far as both these are uninsurable),war(whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power any acts of govt. damage from aircraft acts of God such as earth quake lightning and unprecedented floods and other causes ever which the Contractor has no central and accepted as such by the Accepting Authority causes solely due to use or occupation by the Corporation of part of works in respect of which a certificate of completion has been issued.
- j) “Market rate” shall be the rate as decided by the Engineer-in-charge on the basis of the cost of materials and labour at the site where the work is to be executed.
- k) Schedule(s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers issued by the Corporation prescribed by the Corporation land the amendments hereto issued from time to time.
- l) The “Site” shall mean the lands and/or other places on under in or through which the work is to be executed under the contract including any other lands or places which may be allotted by the Corporation or used for the purposes of the contract.
- m) “Temporary works” shall mean all temporary works of every kind required in or about the execution, completion or maintenance of the works.
- n) “Urgent works” shall mean any urgent measures which in the opinion of the Engineer-in-charge become necessary during the progress of the work to obviate any risks of accident of failure or which become necessary for security.
- o) A “week” shall mean seven days without regard to the number of hours worked in any day in that week.
- p) The “works” shall mean the works to be executed in accordance with the contract or part(s) thereof as the case may be and shall include all extra or additional, altered or substituted works or temporary and urgent works as required for performance of the contract.

GCC-1

GENERAL CONDITIONS

GENERAL CONDITIONS OF CONTRACT:INTER PRETATION & DEFINITION.

1. **Contract Documents:** The contractor shall be furnished. One true copy of the contract documents except standard specification and he should keep the copy of these documents on the site in good order and the same shall at all reasonable times be available for inspection and use by the Engineer-in-charge, his representatives or by other inspecting officers.
 - 1.1 None of these documents shall used by the contractor.
 - 1.2 The contractor shall take necessary steps to ensure that all persons employed on any work in connection with this contract have noticed that the Indian Official Secrets Act, 1923 (XIX of 1923) applies to them and shall continue to apply even after the execution of such works under the contract.
2. **Works to be carried out:** The work to be carried out under the contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plant, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion works. The descriptions given in the schedule of quantities shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage carrying in return of empties, posting , setting, fitting and fixing in position and all other labour necessary in and for the full and entire execution and completion as aforesaid in accordance with good practice and recognized principles.
3. **Inspection of site:-** The contractor shall inspect and examine the site and its surrounding and shall satisfy himself before submitting his tender as to the nature of the ground and subsoil(so far as is practicable) ,the form and nature of the site, the quantities and nature of work and material necessary for the completion of the works and the means of access to the site, the accommodation he may require and in general shall himself obtain all necessary information as to risk contingencies and other circumstances which may influence or affect his tender. No extra charges consequent on any misunderstanding or otherwise shall be allowed.
4. **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 quoted in the schedule of quantities, which rates and prices shall except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the works.
5. **Discrepancies and Adjustment of Error:** The several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawing being followed in preference to small scale drawing and figure dimensions in preference to scale and special conditions in preference to general conditions.

GCC-2

- 5.1 In case of discrepancy between schedule of quantities, the specifications and/or the drawings, the following order to preference shall be observed.
- a) Description in Schedule of Quantities
 - b) Particular specifications and special conditions if any
 - c) Drawings
 - d) General specification.
 - e) General and Technical Specifications
 - f) Schedule of quantities
- 5.2 If there are varying or conflicting provisions made in any one documents forming part of the contract, the accepting authority shall be the deciding authority with regard to the intention of the document which shall be binding on the contractor.
- 5.3 Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the contract or release the contractor from the execution of the whole or any part of the works comprised therein according to the drawing and specifications or from any of his obligations under the contract.
- 5.4 If on check there are found to be differences between the rates given by the contractor in words and figures or in the amount worked out by him in the schedule of quantities and general summary the same shall be adjusted in accordance with the following rules:-
- a) In the event of a discrepancy between description in words and figures quoted by a tenderer, the description in words shall prevail.
 - b) In the event of an error occurring in the amount column of schedule of quantities as a result of wrong extension of the unit rate and quantity, the unit rate shall be regarded as firm and extension shall be amended on the basis of the rate.
 - c) All errors in totaling in the amount column and in carrying forward to all shall be corrected.
 - d) The totals of various sections of schedule of quantities amended shall be carried over to the general summary and the tendered sum amended accordingly. The tendered sum so altered shall, for the purpose of tender, be substituted for the sum originally tendered and considered for acceptance instead of the original sum quoted by the tenderer.
6. All compensation or other sums of money payable by the contractor under the terms of this contract or any other contract or any other account what-so-ever may be deducted from or paid by the sale of a sufficient part of his security deposit or from any sums which may be due or may become due to the contractor by Corporation on any account what-so-ever and in the event of his security deposit being reduced by reasons of such deduction or sale as aforesaid, the contractor shall within fourteen days of receipt of notice of demand from the Engineer-in-charge make good the deficit.
7. No interest shall be payable to the contractor against security deposit furnished/ recovered from the contractor, by the Corporation.

GCC-3

8. Deviations/ variations extent & priming:- The Engineer-in-charge shall have power:
- i) To make alterations in ,omissions, from additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and
 - ii) To omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-charge and such alterations, omissions, additions or substitutions which radically change the original nature of the contract, he shall nevertheless carry it out and the disagreement if any as to the nature of work and the rate to be paid therefore shall be resolved in accordance with the following provisions in their respective order.
- 8.1 Rates for such additional altered or substituted work shall be determined by the Engineer-in-charge as follows:
- i) If the rate for additional altered or substituted item of work is specified in the Schedule of Quantities, the contractor shall carry out the additional, altered or substituted item at the same rate.
 - ii) If the rate for any altered, additional or substituted item of work is not specified in the schedule of quantities, the rate for that item shall be derived from the rate for the nearest similar item specified therein.
 - iii) If the altered, additional or substituted work includes any work for which no rates is specified in the contract for the work and cannot be derived from similar class of work in the contract, then such work shall be carried out at the rates entered in Delhi Schedule of Rates 2007 for civil items and electrical schedule of rates 2007 (part internal and electrification for electrical items minus/plus percentage which the scheduled tendered amount for civil items bears to the estimated cost of the scheduled civil work put to tender and the scheduled tendered amount for electrical items bears to the estimated cost of the scheduled electrical work put to tender.
 - iv) If the rate for any altered, additional or substituted item of work cannot be determined in the manner specified the contractor shall, within 14 days of the date of receipt of the order to carry out the said work, inform the Engineer-in-charge under advice to the Accepting Authority of the rate which he proposes to claim for such item of work, supported by analysis of the rate claimed and the Engineer-in-charge shall, within three months thereafter, after giving due consideration to the rate claimed by the Contractor, determine the rate on the basis of market rate(s). In the event of the Contractor failing to inform the Engineer-in-charge within the stipulated period of time, the rate which he proposes to claim the rate for such item shall be determined by the Engineer-in-charge on the basis of market rate(s). The Contractor's profit and overhead shall be kept at 10%.

9. Suspension of Works:

- a) The contractor shall, on receipt of the order in writing of the Engineer-in-charge, suspend the progress of the work or any part thereof for such time and in such manner as the Engineer-in-charge may consider necessary for any of the following reasons:
 - i) On account of any default on part of the contractor or
 - ii) For proper execution of the works or part thereof for reasons other than the default of the contractor or
 - iii) For safety of the works or part thereof, the contractor shall, during such suspension properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-charge.
- b) If the suspension is ordered for reasons (ii) and (iii) Sub Para (a) above:-
 - i) The Contractor shall be entitled to an extension of the time equal to the period of every such suspension plus 2.5%.

Time and Extension for delay.

- 10. The time is essence of the contract. The time allowed as mentioned in 02(two) months for execution of work is from date of issue of L.O.I. The execution of the works shall commence from the date on which the corporation issues written orders to commence the work. If the contractor commits default in commencing the execution of the work as aforesaid. Corporation shall without prejudice to any other right or remedy be at liberty to forfeit the earnest money absolutely.
- 11.1 As soon as possible after the contract is concluded the Engineer-in-charge and the contractor shall agree upon a time and progress chart. The chart shall be prepared in direct relation to the time stated in the contract documents for completion of items of the works, it shall indicate the forecast of the dates of commencement and completion of various trades or sections of the work and may be amended as necessary by agreement between the Engineer-in-charge and the contractor within the limitations of time imposed in the contract documents and the contractor shall in all cases in which the time allowed for any work exceeds one month complete $\frac{1}{8}^{\text{th}}$ of the whole of the work before $\frac{1}{4}^{\text{th}}$ of the whole time allowed in the contract has collapsed $\frac{3}{8}^{\text{th}}$ of the work before one half of such time has collapsed and $\frac{3}{4}^{\text{th}}$ before $\frac{3}{4}^{\text{th}}$ of such time has collapsed.
- 11.2 If the works be delayed by
 - a) Force majeure or
 - b) Abnormally bad weather or
 - c) Serious loss or damage by fire or
 - d) Civil commotion, local combination of workmen, strike or lock out, affecting any of the trades employed on the work or
 - e) Delay on the part of other contractors or tradesmen engaged by Corporation in executing work not forming part of the contract or

GCC-5

- f) Non-availability of stores which are the responsibility of Corporation to supply or
- g) Any other cause which in the absolute discretion of the authority mentioned in general conditions of contract is beyond the contractor's control; then upon the happening of any such event causing delay, the contractor shall immediately give notice thereof in writing to the Engineer-in-charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-charge to proceed with the works.

- 11.3 Request for extension of time to be eligible for consideration shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay. The contractor may also if practicable indicate in such a request the period for which extension is desired.
- 11.4 In any such case the authority mentioned in General condition of contract may give a fair and reasonable extension of time for completion of the work. Such extension shall be communicated to the contractor by the Engineer-in-charge in writing within 3 months of the date of receipt of such request by the Engineer-in-charge. However such extension shall not entitle the contractor to any claim for money.
- 12. The contractor shall arrange at his own expense all tools plant and equipment (hereinafter referred to as T&P) required for execution of the work.

MATERIALS:

- 13. a) The contractor shall at his own expenses provide all materials required for the works other than those which are to be supplied by the Corporation.
 - i) All materials to be provided by the contractor shall be in conformity with the specifications laid down in the contract and the contractor shall, if request by the Engineer-in-charge furnish proof to the satisfaction of Engineer-in-charge that the materials so comply
 - ii) The contractor shall at his own expenses and without delay supply to the Engineer-in-charge samples of materials proposed to be used in the works. The Engineer-in-charge shall within seven days of supply of samples or within such further period as he may require intimate to the contractor in writing, whether samples are approved by him or not. If samples are not approved, the contractor shall forthwith arrange to supply to the Engineer-in-charge for his approval fresh samples complying with the specification laid down in the contract.
 - iii) The Engineer-in-charge shall have full powers to require removal of any or all of the materials brought to site by the contractor which are not in accordance with the contract specifications or do not confirm in character or quality to samples approved by him. In case of default on the part of the contractor in removing rejected materials the Engineer-in-charge shall be at liberty to have them removed by other means. The Engineer-in-charge shall have full powers to procure other proper materials to be substituted for rejected materials and in the event of the contractor refusing to comply, he may cause the same to be supplied by other means. All costs, which may attend upon such removal and/or substitution, shall be borne by the Contractor.

GCC-6

- iv) The contractor shall indemnify the corporation its representatives or employees of the Corporation against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties or other charges which may be payable in respect of any articles or material or part thereof included in the Contract. In the event of any claim being made or action being brought against the Corporation or any agent, servant or employee of the Corporation in respect of any such matters as aforesaid the such contractor shall immediately be notified thereof. Provided that such indemnify shall not apply when such infringement has taken place in complying with the specific directions issued by the Corporation but the contractor shall pay any royalties or other charges payable in respect of any such use, the amount so paid being reimbursed to the contractor only if the use was the result of any drawings and/or specifications issued after submission of the tender.
 - v) Subject as hereinafter provided in condition all charges on account of octroi, terminal or sales tax and other duties on materials obtained for the works from any source(excluding materials supplied by the corporation) shall be borne by the contractor.
 - vi) The Engineer-in-charge shall be entitled to have tests, carried out as specified in the contract for any materials supplied by the contractor other than those for which as stated above satisfactory proof has already been furnished at the cost of the contractor and the contractor shall provide at his expense all facilities which the Engineer-in-charge may require for the purpose. If no tests are specified in the contract and such tests are required by the Engineer-in-charge, the contractor shall provide all facilities required for the purpose and the charges for these tests shall be borne by the Contractor. The cost of materials consumed in tests shall be borne by the contractor in all cases except when otherwise provided.
 - vii) In addition the contractor shall perform/submit at his own cost such tests/samples as may be required by the Engineer-in-charge out of the materials issued by the Corporation except for the costs of materials used in such tests/samples.
14. a) **Material to be supplied by the Corporation:-** No materials are to be supplied by the Corporation.
- i) If after acceptance of the tender contractor desires the Corporation to supply any materials, such materials may be supplied by the Corporation, if available, at rates to be fixed by the Engineer-in-charge. The corporation reserves the right not to issue any such materials. The non- issue of such materials will not entitle the contractor for any compensation whatsoever either in time or in cost.

GCC-7

14. b) **General:-** Materials required for the works, whether brought by the contractor or supplied by the Corporation, shall be stored by the contractor only at places approved by the Engineer-in-charge, storage and safe custody of material shall be the responsibility of the contractor.
- i) Corporation's officials concerned with the contract shall be entitled at any time to inspect and examine any materials intended to be used in or on the works either on the site or at factory or workshop or other place (s) where such materials are assembled, fabricated, manufactured or at any place where these are lying or from which these are being obtained and the contractor shall give such facilities as may be required for such inspection and examination.
- ii) All materials brought to the site shall become and remain the properties of the Corporation and shall not be removed from the site without the proper written approval of the Engineer-in-charge. But whenever the works are finally completed and advance, if any, in respect of any such material is fully recovered, the contractor shall at his own expense forthwith remove from the site all surplus materials originally supplied by him and upon such removal, the same shall become the property of the contractor.
15. **LABOUR:** The contractor shall employ labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the Engineer-in-charge. The contractor shall not employ in connection with the works any person who had not completed the eighteen years of age.
- 15.1 The contractor shall furnish to the Engineer-in-charge at the intervals of 15 days, a distribution return of the number and description by trades of the work people employed on the works. The contractor shall also submit on the 4th and 19th of every month to the Engineer-in-charge a true statement showing in respect of the second half of the proceeding month and the first half of current month
- i) The accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and
- ii) The number of female workers who have been allowed maternity benefit as provided in the maternity benefit act;1961 or rules made there under and the amount paid to them.
- 15.2 The contractor shall pay to labour employed by him either directly or through contractor's wages not less than fair wages as defined in the contractor's labour regulations.
- 15.3 The contractor shall in respect of labour employed by him or his contractors comply with or cause to be complied with the contractors labour Regulations in regard to all matters provided therein.

GCC-8

- 15.4 The contractor shall comply with the provisions of the payment of wages act;1938, minimum wages act.1948. Employer's Liability Act'1938 Workmen's Compensation Act'1923, Industrial Disputes Act'1947, Maternity Benefit Act'1961 and Mines Act'1952. Contract Lab our Regulation & Abolition Act'1970 or any modifications thereof or any other law relating thereto and rules made there under from time to time.
- 15.4 a) The contractor shall be liable to pay his contribution and the employees contribution to the state insurance scheme in respect of all labour employed by him for the execution of the contract in accordance with the provision of "The Employees State Insurance Act'1948" as amended from time to time. In case the contractor fails to submit full details of his account of labour employed and the contribution payable, the Engineer-in-charge shall recover from the running bills of contractor an amount of contribution as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable for Employees Insurance.
- 15.5 The Engineer-in-charge shall on a report having been made by an Inspecting Officer as defined in the Contractors Lab our Regulations have the power to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of workers, non-payment of wages or of deduction made from his or their wages which are not justified by the terms of the Contract or non-observance of the said Contractors Lab our Regulations.
- 15.6 The contractor shall indemnify the Corporation against any payments to be made under and for observance of the regulations aforesaid without prejudice to his right to claim indemnity from his contractor.
- 15.7 In the event of the contractor committing a default or breach of any of the provisions of the aforesaid contractors labour regulations as amended from time to time or furnishing any information or submitting or filling any form/register/slip under then provisions of these regulations which is materially incorrect then on the report of the inspecting officers as defined in the Contractor Lab our Regulations the contractor shall without prejudice to any other liability pay to the Corporation a sum not exceeding Rs.50.00 as liquidated damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the Engineer-in-charge and in the event of the contractor's default continuing in this respect, the liquidated damages may be enhanced to Rs.50.00 per day of default subject to a maximum of ten percent of the estimated cost of the work put to tender. The Engineer-in-charge shall deduct such amount from bills or security deposit of the contractor and credit the same to the Welfare Fund constituted under regulations. The decision of the Engineer-in-charge in this respect shall be final and binding.

GCC-9

- 15.7.1 **Model Rules for Lab our Welfare:** The contractor shall at his own expense comply with or cause to be complied with Model Rules for Lab our Welfare as appended to these conditions or health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case the contractor fails to make arrangements as aforesaid, the Engineer-in-charge shall be entitled to do so and recover the cost thereof from the contractor.
- 15.7.2 **Safety Code:** The contractor shall at his own expense arrange for the safety provisions as appended to these conditions or as required by the Engineer-in-charge in respect of all labour directly or indirectly employed for performance of the works and shall provide all facilities in connection therewith. In case the Contractor fails to make arrangement and provide necessary facilities as aforesaid, the Engineer-in-charge shall be entitled to do so and recover the cost therefore from the contractor.
- i) Failure to comply with Model Rules for Lab our Welfare, Safety Code or the provisions relating to report on accidents and grant of maternity benefits to female workers shall make the contractor liable to pay to the Corporation as liquidated damages an amount not exceeding Rs.50.00 for each default or materially incorrect statement. The decision of the Engineer-in-charge in such matters based on reports from the inspecting officers as defined in the contractors Lab our Regulation as appended to these conditions shall be final and binding and deductions for recovery of such liquidated damage may be made from any amount payable to the contractor.
- 16 The contractor shall not be permitted to enter on (other than for inspection purposes) or take possession of the site until instructed to do so by the Engineer-in-charge in writing. The portion to the site to be occupied by the Contractor shall be defined and/or marked on the site plan, failing which these shall be indicated by the Engineer-in-charge at site and the contractor shall on no account be allowed to extend his operations beyond those areas. In respect of any land allotted to contractor for purposes of or in connection with the contract, the contractor shall be a licenser subject to the following and such other terms and licenser may impose conditions as.
- a. That he shall pay nominal license fee of Rs.1/- per year or part of a year for use and occupation, in respect of each and every separate areas of land allotted to him.
 - b. That such use or occupation shall not confer any right to tendency of the land to the contractor
 - c. That the contractor shall be liable to vacate the land on demand by the Engineer-in-charge.
 - d. That the contractor shall have no right to any construction over this land without the written permission of the Engineer-in-charge. In case, he is allowed to construct any temporary construction he shall have to demolish and clear the same before handing over the completed work unless agreed to the contrary.

GCC-10

- 16.1 The contractor shall provide if necessary or if required on the site, all temporary access thereto and shall allot, adapt and maintain the same as required from time to time shall take up and clear them away as and when no longer required and as and when ordered by the Engineer-in-charge and make good all damage done to the site.
17. **Setting out the works:** The Engineer-in-charge shall supply dimensioned drawings levels and other information necessary to enable the contractor to set out the works and the contractor shall set out the works and the responsibility for the accuracy of the same. He shall amend at his own cost and to the satisfaction of the Engineer-in-charge any error found at any stage, which may arise through inaccurate setting out unless such error is based on incorrect data furnished in writing by the Engineer-in-charge in which case the cost of rectification shall be borne by the corporation. The contractor shall protect and preserve all benchmarks used in setting out the works till end of the Defects liability period unless the Engineer-in-charge direct their earlier removal.
18. **Site Drainage:** All water which may accumulate on the site during the progress of the works or in trenches and excavations, from other than the excepted risks shall be removed from the site by the contractor to the satisfaction of the Engineer-in-charge and at the contractor's expense.
19. **Nuisance:** The contractor shall not at any time do, cause or permit any nuisance on site or do anything which shall cause unnecessary disturbance nor inconvenience to owners, tenants or occupiers or other properties near the site and to the public generally.
20. **Materials obtained from Excavation:** Materials of any kind obtained from excavation on the site shall remain the property of the Corporation and shall be disposed of as the Engineer-in-charge may direct.
21. The contractor shall provide and maintain at his own expense all lights, guards, fencing and watching when and where necessary or required by the Engineer-in-charge for the protection of the works or for the safety and convenience of those employed on the works or the public.
22. **Contractor's Supervision:** The contractor shall either himself supervise the execution of the works or shall appoints a competent agent approved by the Engineer-in-charge if the contractor has himself not sufficient knowledge and experience to be capable of receiving instructions or cannot give his full attention to the works, the contractor shall at his own expense, employ as his accredited agent an engineer approved by the Engineer-in-charge. Orders given to the contractor's agent shall be considered to have the same force if these had been given to the contractor himself. If the contractor fails to appoint a suitable agency as directed by the Engineer-in-charge. The Engineer-in-charge shall have full powers to suspend the execution of the works until such date as a suitable agent is appointed and the contractor shall be held responsible for the delay so caused to the works.

GCC-11

23. **Inspection and approval:** All works embracing more than one process shall be subject to examination and approval at each stage thereof and the contractor shall give the due notice to the Engineer-in-charge or his authorized representative when each stage is ready. In default of such notice, the Engineer-in-charge shall be entitled to appraise the quality and extent thereof.
- 23.1 No work shall be covered up or put out of view without the approval of the Engineer-in-charge of his authorized representative and the contractor shall afford full opportunity for examination and measurement of any work which is about to be covered up or put out of view and for examination of foundations before permanent work is placed thereon. The contractor shall give due notice to the Engineer-in-charge or his authorized representative whenever any such work or foundation is ready for examination and the Engineer-in-charge or his representative shall without unreasonable delay, unless he considers it unnecessary and advise the contractor accordingly attend for the purpose of examination and measuring such work or of examining such foundations. In the event of the failure of the contractor to give such notice he shall, if required by the Engineer-in-charge, uncover such work at the contractor's expense.
- 23.2 The Engineer-in-charge or his representative shall have powers at any time to inspect and examine any part of the works and the contractor shall give such facilities as may be required for such inspection and examination.
24. Duties and powers of Engineer-in-charge's representatives: The duties of the representation of the Engineer-in-charge are to watch and supervise the works and to test and examine any materials to be used or workmanship employed in connection with the works. He shall have no authority to order any work involving any extra payment by the Corporation not to make any variation in the works.
- 24.1 The Engineer-in-charge may from time to time in writing delegate to his representative any of the powers and authorities vested in the Engineer-in-charge and shall furnish to the Contractor a copy of all such written delegation of powers and authorities. Any written instruction or written approval given by the representative of the Engineer-in-charge to the contractor within the terms of such delegation shall bind the contractor and the Corporation as though it has been given by the Engineer-in-charge.
- 24.2 Failure of the representatives of the Engineer-in-charge to disapprove any work or materials shall not prejudice the power of the Engineer-in-charge thereafter to disapprove such work or materials and to order the pulling down, removal or breaking up thereof.
- 24.3 If the contractor shall be dissatisfied with any decision of the representative of the Engineer-in-charge, he shall be entitled to refer the matter to the E.I.C. who shall there upon confirm, reverse or vary such decision.

GCC-12

REMOVAL OF WORKMEN:

25. The contractor shall employ in and about the execution of the works only such persons who are skilled and experience in their respective/several trades and the Engineer-in-charge shall be at liberty to object to and require the contractor to remove from the works any person employed by the contractor in or about the execution of the works who in the opinion of the Engineer-in-charge misconducts himself or is incompetent or negligent in the proper performance of his duties and such person shall not be again employed upon the works without permission of the Engineer-in-charge.
26. **Uncovering and making good:-** The contractor shall uncover any part of the works, make opinions in or through the same as the Engineer-in-charge may from time to time direct for his verification and shall reinstate and make good such part to the satisfaction of the Engineer-in-charge. If any such part has been covered up or put out of view after being approved by the Engineer-in-charge and is subsequently found on uncovering to the executed in accordance with the contract the expenses of uncovering and/or making opening in or through, reinstating and making good the same shall be borne by the contractor.
27. **Work during night or on Sundays and holidays:** Subject to any provisions to the contrary contained in the contract, none of the permanent works shall be carried out during night or on Sundays or on authorized holidays without the permission in writing of the Engineer-in-charge.
- 28.1 **Completion Certificate:** As soon as the work is completed the contractor shall give notice of such completion to the Engineer-in-charge and within thirty days of receipt of such notice the Engineer in charge shall inspect the work and shall furnish the contractor with a certificate of completion indicating (a) date of completion (b) defects to the rectified by the contractor and/or (c) items for which payment shall be made at reduced rates. When Engineer-in-charge. If the contractor shall fail to comply with any of the requirements of this conditions as aforesaid on or before the date of the completion of the works the Engineer-in-charge may at the expense of the contractor fulfill such requirements and dispose of the scaffolding, surplus materials and rubbish, etc., as he thinks fit and the contractor shall have no claim in respect of any such scaffolding or surplus materials except for any sum actually realized by the sale thereof less the cost of fulfilling the requirements and any other amount that may be due from the contractor. If the expense of fulfilling such requirements is more than the amount realized on such disposal as aforesaid the contractor shall forthwith on demand pay such excess.
- 28.2 If at any time before completion of the entire work, items or groups of items for which separate periods of completion have been specified have been completed, the Engineer-in-charge can take possession of any part or parts of the same any such part(s) being hereinafter in this condition referred to as the relevant part) then not with standing anything expressed or implied else. Where in this contract:-

GCC-13

- a) The contractor has to request the Engineer-in-charge for completion certificate after the defect liability period. The certificate may be issued from zonal office on the recommendation of Engineer-in-charge.
 - b) The Defects Liability period in respect of such items and the relevant part shall be deemed to have commenced from the certified date of completion of such items or the relevant part as the case may be
 - c) The contractor may reduce the value insured by the full value of the completed items or relevant part as estimated by the Engineer-in-charge for this purpose. This estimate shall be applicable for this purpose only and for no other.
 - d) For the purposes of ascertaining compensation for delay in respect of any period which the works are not complete the relevant part will be deemed to form a separate item or group with date of completion as given in the contractor as extended and actual date of completion as certified by the Engineer-in-charge under this condition.
29. **Compensation for delay (Liquidated damages):** If the contractor fails to maintain the required progress in terms of clauses or to complete the work and clear the site on or before the contract or extended date period of completion, he shall, without prejudice to any other right or remedy of the Corporation on account of such breach, pay as agreed compensation amount calculated as stipulated below or such smaller amount as be fixed by the authority on the contract value of the work for every week that the progress remains below that specified in relevant clause of contract or that the work remains incomplete. This will also apply to items or group of items for which separate period of completion has been specified. For this purpose the term 'Contract Value' shall be the value at contract rates of the work as ordered.
- 29.1 Liquidated damages and penalty shall be @ 1% (One percent) of the entire cost every incomplete work per week of delay subject to a maximum of 10% (Ten percent) of the total cost. The amount of compensation/liquidity damage may be adjusted or set-off against any sum payable to the contractor under this or any other contract with the Corporation.
30. The contractor shall be responsible to make good and remedy at his own expense within such period as may be stipulated by the Engineer-in-charge, any defect which may develop or may be noticed before the expiry of six months period mentioned from the certified date of completion and intimation of which has been sent to the contractor within seven days of the expiry of the said period by a letter sent by hand delivery or by registered post.
31. **Contractor's Liability and Insurance:** From commence to completion of the works, the contractor shall take full responsibility for the care thereof and for taking precautions to prevent loss or damage and to minimize loss or damage to the greatest extent possible and shall be liable for any damage or loss that may happen to the works or any part thereof and all Corporation's T&P from any cause whatsoever save and except the excepted risk and shall at his own cost repair and make good the same so that at completion, the works and all corporation's T&P shall be in good order and conditions and in conformity in every respect with the requirements of the contract and instruction of the Engineer-in-charge.

GCC-14

- 31.1 In the event of any loss or damage to the works or any part thereof or to any T&P or to any material or articles at the site from any of the excepted risks the following provisions shall have effect.
- a) The contractor shall, as may be directed in written by the Engineer-in-charge, remove from the site any debris and so much of the works as shall have been damaged, taking to Corporation T&P articles and/or materials as may be directed.
 - b) The contractor shall as may directed in written by the Engineer-in-charge, proceed with the erection and completion of the works under and in accordance with the provisions and conditions of the contract and
 - b) These will be added to the contract sum, the rest amount due, ascertained in the same manner as for deviations, or as prescribed for payment, in respect of the re-execution of the works lost or damaged, the replacement of any T&P and of any materials and articles lost or damaged but not incorporated in the works on the day when the loss or damaged occurred and the removal by the contractor as provided above of Corporations and/or clients T&P articles and/or materials to the Corporation store and the debris and damaged works referred to therein and the compensation paid by him under any law for the time being in force to any workmen employed by him for any injury caused to him or to the Workman's legal successors for loss of the Workman's life.
- 31.2 Provided always that the contractor shall not be entitled to payment under the above provisions in respect of so much loss or damage as has been occasioned by any failure on his part to perform his obligations under the contract or not taking precautions to prevent loss or damage or minimize the amount of such loss or damage.
- 31.3 Without limiting the obligations and responsibilities under this condition the contractor shall insure the works from commencement to completion) the Corporation's T&P hired by the Contractor and all materials at site to their full value as directed by Engineer-in-charge against the risk of loss or damage from what ever cause arising other than the executed risks. The said insurance shall be in the joint names of Corporation and the Contractor shall deposit with the Engineer-in-charge and said policy or policies. All money payable by the insurers under such policy or policies shall be recovered by the Corporation and shall be paid to the contractor in installments by the Engineer-in-charge for the purpose of re-building or replacement or repair of the works and/or goods destroyed or damaged as the case may be.

GCC-15

- 31.4 If the contractor has a blanket insurance policy for all his works and the policy covers all the time to be insured under this condition, the said policy shall be assigned by the contractor in favour of the Corporation provided, however if any amount is payable under the policy by the insurers in respect of works other than the work under this contract the same may be recovered by the contractor directly from the insurers.
- 31.5 Where the Corporation building or a part thereof is rented by the contractor he shall insure the entire building if the building or any part thereof is used by him for the purpose of storing or using materials of combustible nature as to which the decision of the Engineer-in-charge shall be final and binding.
- 31.6 The contractor shall indemnify and keep indemnified the Corporation against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance of the works and against all claims, demands proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto provided always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or to indemnify the Corporation against any composition or damage caused by the excepted risks.
- 31.7 Before commencing execution of the work, the contractor shall, without in any way limiting his obligations and responsibilities under this condition, insure against any damage loss or injury which may occur to any property. Excluding that of the Corporation but including the Corporation building rented by the contractor wholly or in part and any part of which is used by him for storing combustible materials or to any person(including an employees of the Corporation) by or arising out of carrying of the contract.
- 31.8 The contractor shall at all times indemnify the Corporation and/or client against all claims, damages or compensation under the provision of payment of wages act,1936 minimum wages act,1947 and maternity benefit act, 1961 or any modifications thereof or any other law relating thereof and rules made there under from time to time or as consequence of any accident or injury to any workman or other persons in or about the works, whether in the employment of the contractor or not, save and accent where such accident or injury has resulted from any act of the Corporation, its agents or servants and also against all costs, charges and expenses of any suit, action or proceedings arising out of such accident or injury and against all sum or sums which may wit the consent to the contractor be paid to compromise or compound any such claim, without limiting his obligations and liabilities as above provided. The contractor insure against all claims, damages or compensation payable under the workman's compensation act 1923 or any modification thereof or any other law relating thereto.
- 31.9 The aforesaid insurance policy/policies shall provide that they shall not be cancelled till the Engineer-in-charge has greed to their cancellation.
- 31.10 The contractor shall prove to the Engineer-in-charge from time to time that has taken out all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till expiry of the Defects Liability period.

GCC-16

- 31.11 If the contractor fail to affect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the terms of the contract then and in any such case of Corporation may without being bound to effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time deduct the amount so paid by the Corporation from any moneys due or which may become due to the contractor or recover the same as debt due from the contractor.
32. The contractor shall pay and indemnify the Corporation against any liability in respect of any fees or charges payable under any act of Parliament, State Laws or any Government rule or order and any regulations or bye-laws of any local authority in respect of the works.
33. **Contractor:** The contractor shall not sub-contract any portion of the contract without the prior written approval of the Accepting Authority Employment of piece rate workers shall not be deemed as sub-contracting.
34. **Instructions and notices:** Subject as otherwise provided in this contract, all notices to be given on behalf of the Corporation and all other actions to be taken on its behalf may be given by the Engineer-in-charge or any officer for the time being entrusted with the functions, duties and powers of the Engineer-in-charge.

All instructions, notices and communications etc., under the contract shall be given in writing and if sent by post on the last known place of abode or business of the contractor shall be deemed to have served on the date when in the ordinary course of post these would have been delivered to him.

The contractor or his agent shall be in attendance at the site(s) during all working hours and shall superintend the execution of the works with such additional assistance in each trade as the Engineer-in-charge may consider necessary. Orders given to the contractors agent shall be considered to have the same before as if they had been given to the contractor himself.

The Engineer-in-charge shall communicate or confirm the instructions to the Contractor in respect of the execution of work in a Work site order book maintained in the office of the Engineer-in-charge and the contractor or his authorised representative shall confirm receipt of such instructions by signing the relevant entries in this book. If required by the contractor he shall be furnished a certified true copy of such instructions(s).

35. For closure of contract in full or in part due to abandonment or reduction in scope of work: - If at any time after acceptance of the tender the Corporation shall decide to abandon or reduce the scope of the works for any reason whatever and hence not require the whole or any part of the works to be carried out. The Engineer-in-charge shall give notice in writing to that effect to the contractor and the contractor shall have no claim to any payment of compensation or other wise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

GCC-17

The contractor shall be paid at contract rates full amount for works executed at site and in addition, a reasonable amount as certified by the Engineer-In-Charge for the items hereunder mentioned which could not be utilized on the work to the full extent because of the foreclosure:

- a) Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts staff quarters and site offices storage accommodation and water storage tanks.
- 35.b.i) The Corporation shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however, the Corporation shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to be taken over by the Corporation, cost of such materials shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the Contractor.
- ii) For contractor materials not retained by the Corporation, reasonable cost of transporting such materials from site to contractor's permanent stores or to his other works whichever is less. If materials are not transported to either of the said places, no cost of transportation shall be payable.
- 35.c) Reasonable compensation for transfer of T&P from site to Contractor's permanent stores or to his other works whichever is less. If T&P are not transported to either of the said places no cost of transportation shall be payable.
36. The contractor shall, if required by the Engineer-in-charge furnish to him book of account, wage books, time sheets and other relevant documents as may be necessary to enable him to certify the unreasonable amount payable under this condition.
37. **Termination of contract for death:** If the contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the contractor is a partnership concern and one of the partners dies then unless the Accepting Authority is satisfied that the legal representative of the individual contractor or of the proprietor of the proprietary concern and in case of partnership the surviving partners are capable of carrying out the completing the contract the Accepting Authority shall be entitled to cancel the contract as to its incomplete part without the Corporation being in any way liable to payment of any compensation to the estate of the deceased contractor and/or to be surviving partners of the Contractor's firm on account of the cancellation of the contract. The decision of the Accepting Authority that the legal representatives of the deceased contractor or surviving partners of the contractor's firm cannot carry out and complete the contract shall be final and binding on the parties. In the event of such cancellation the Corporation shall not hold the estate of the deceased contractor and or the surviving partners of the contractor's firm liable for damage for not completing the contract.

GCC-18

38. **Cancellation of contract in full or in part:**
if the contractor:

- a) At any time makes default in proceeding with the works with due diligence and continues to do so after a notice in writing of 7 (seven) days from the Engineer-in-charge; or
- b) Commits default in complying with any of the terms and conditions of contract and does not remedy it or take effective steps to remedy it within 7 (seven) days after a notice in writing is given to him in that behalf by the Engineer-in-charge; or
- c) Fails to complete the works or items of work with individual dates of completion on or before the date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-charge.
- d) Shall offer, or give or agree to give to any person in corporation's service or to any other person on his behalf any gift or consideration of any kind as an inducement or for bearing to do or having done or for borne to do any act in relation to the obtaining or execution of this or any other contract for the Corporation; or
- e) Shall enter into a contract with the Corporation in connection with which commission has been paid or agree to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously disclosed in writing for the accepting authority, Engineer-in-charge; or
- f) Shall obtain a contract with the Corporation as a result of ring tendering or other non-bona-fide methods of competitive tendering; or
- g) Being an individual or if a firm any partner thereof, shall at any time be adjusted insolvent or have a receiving order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any insolvency act for the time being in force or make any conveyance or assignment of his affective or composition or arrangement for the benefit of his creditors or purport so to do or if any application be made under any insolvency act for the time being in force or make any conveyance or assignment of his affective or composition or arrangement for the benefit of his creditors or purport so to do or if any application be made under any insolvency act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or

GCC-19

- h) Being a company shall pass a resolution or the court shall make an order for the liquidation of its affairs or a receiver or manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitled the court or debenture holders to appoint a receiver or manager; or
- i) Shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 years; or
- j) Assigns, transfers, sublets (engagement of labour on a piece work basis or of labour with materials not be incorporated in the work shall not be deemed to be subletting) or attempts to assign, transfer or sublet the entire works or any portion thereof without the prior written approval of the Accepting Authority:

The Accepting Authority may, without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to the Corporation by written notice cancel the contract as a whole or only such items of work in default from the contract.

The Accepting Authority shall on such cancellation have powers to:

- a) Take, possession of the site and any materials, constructional plant, implements, stores e tc., thereon and/or
- b) Carry out the incomplete work by any means at the risk and cost of the Contractor.

On cancellation of the contract in full or in part the Accepting Authority shall determine what amount, if any, is recoverable from the contractor for completion of works or part of the works or in case the works or part of the works is not completed; the loss or damage suffered by the Corporation. In determining the amount, credit shall be given to the contractor for the value of the work executed by him up to the time of cancellation. The value of contractor material taken over and incorporated in the work and use to tackle and machinery belonging to the contractor.

Any excess expenditure incurred or to be incurred by the Corporation in completing the works or part of the works of the excess loss or damages suffered or may be suffered by the Corporation as after allowing such credit shall be recovered from any money due to the contractor on any account and if such money are not sufficient the contractor shall be called upon in writing to pay the same within 30 days.

If the contractor shall fail to pay the required sum within the afore said period of 30 days, the Engineer-in-charge shall have the right to sell any or all the contractors unused materials, constructional plant, implements, temporary buildings, etc., and apply the proceeds of sale thereof towards the satisfaction of any sums due from the contractor under the contract and if shall be recovered in accordance with the provisions of the contract.

Any sums in excess of the amounts due to the Corporation and unsold materials, constructional plant etc., shall be returned to the contractor, provided always that if cost or anticipated cost of completion by the Corporation of the works or part of the works is less than the amount which the contractor would have been paid had he completed the works or part of the works, such benefit shall not accrue to the contractor.

GCC-20

39. Liability for damage, defects or imperfections and rectification thereof: If the contractor or his workmen or employees shall injure or destroy any part of the building in which they may be working or any building, road, fence etc., contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work while in progress the contractor shall upon receipt of a notice in writing that behalf make the same good at his expenses. If it shall appear to the Engineer-in-charge or his representative at any time during construction or prior to the expiration of the Defects Liability period that any work has been executed with unsound, imperfect or unskilled workmanship or that any materials or articles provided by the Contractor for executions of the work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract or that any defect shrinkage or other faults have appeared in the work arising out of defective or improper materials or workmanship. The contractor shall upon receipt of a notice in writing in that behalf from the Engineer-in-charge, forthwith rectify or remove and reconstruct the work so specified in whole or in part as the case may require or as the case may be and or remove the materials or articles so specified and provide other proper and suitable materials or articles so specified and at his own expense notwithstanding that the same may have been inadvertently passed, certified and paid for and in the event of his failing to do so within the period to be specified by the Engineer-in-charge in his notice aforesaid. The Engineer-in-charge may rectify or remove and re-execute and work and/or remove and replace with others the materials or articles complained or as the case may be by either means at the risk and expense of the contract.

In case of repairs and maintenance works, splashes and droppings from white washing, painting etc., shall be removed and surfaces cleaned simultaneously with completion of these items of works in individual rooms, quarters, or premises etc., where the work is done without waiting for completion of all other items of work in the contract. In case the contractor fails to comply with the requirements of this condition. The Engineer-in-charge shall have the right to get the work done by other means at the cost of the Contractor. Before taking such action, however, the Engineer-in-charge shall give three days notice in writing to the contractor.

GCC-21

40. **Urgent Works:** If any urgent work (in respect whereof the decision of the Engineer-in-charge shall be final and binding) becomes necessary and the contractor is unable or unwilling at once to carry it out. The Engineer-in-charge may of his own or other work people, carry it out, as he may consider necessary. If the urgent work shall be such as the contractor is liable under the contract to carry out his expenses and all expenses incurred on it by the Corporation shall be recoverable from the Contractor and be adjusted or set off against any sum payable to him.
41. **Changes in Constitution:** Where the contractor is a partnership firm prior approval in writing of the Accounting Authority shall be obtained before any change is made in the constitution of the firm, where the contractor is an individual or a Hindu undivided Family business concern such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership firm which would have the right to carry out the works hereby undertaken by the contractor. If prior approval as aforesaid is not obtained the contractor shall be deemed to have been assigned in contravention of conditions hereof and the same action may be taken and the same consequences shall ensue as provided for in the said conditions of contract.
42. Land for contractor's office, store, workshop etc: The Engineer-in-charge shall at his discretion and for the duration of execution of the contract make available at site, land for construction of contractor's field, office, workshop, stores, yard etc. required for execution of the contract. Leveling and dressing of site any construction of temporary store, offices, workshop et c., as per plan approved by the Engineer-in-charge shall be done by the contractor at his own cost. On completion of work the contractor shall hand over the land duly cleaned to the Engineer-in-charge. Until and unless the contractor has handed over the vacant possession of land allotted to him for the above purpose, the payment of his final bill shall not be made. The contractors shall be made liable to pay for the use and occupation at the rates to be determined by the Engineer-in-charge if the contractor overstays in the land after the contract is completed.
43. **VALUATION AND PAYMENT:**
- 43.1 Records and Measurement:** The Engineer-in-charge shall except as otherwise stated ascertain and determine by measurement the value in accordance with the contract work done in accordance therewith.
- All items having a financial value shall be entered in measurement book, level book etc. prescribed by the Corporation so that a complete record is obtained of all works performed under the contract.

GCC-22

Measurements shall be taken jointly by the Engineer-in-charge or his authorized representative and by the contractor or his authorized representative. Before taking measurements of any work the Engineer-in-charge or the person deputed by him for the purpose shall give a reasonable notice to the contractor. If the contractor fails to attend or send an authorized representative for measurement, after such a notice or fails to counter sign or to record the objection within a week from the date of measurement, then in any such event measurements taken by the Engineer-in-charge or by the person deputed by him shall be taken to be correct measurements of the work.

The contractor shall without extra charge provide assistance with every appliance, labour and other things necessary for measurements.

Measurements shall be signed and dated by both parties each day on the site on completion of measurement. If the contractor objects to any of the measurements recorded on behalf of the corporation a note to that effect shall be made in the measurement book against the item objected to and such note be signed and dated by both parties engaged in taking the measurement. The decision of the accepting authority on any such dispute or differences or interpretation shall be final and binding on both the parties and shall be beyond the scope of the settlement of disputes by Arbitration in respect of all contract items. Substituted items, extra items and deviations.

43.2 **Methods of Measurement:** Except where any general or detailed description of the work in quantities expressly shows to the contrary. Schedule of quantities shall be deemed to have been prepared and measurements shall be taken in accordance with the procedure set forth in the schedule of rates/specification notwithstanding any provision in the relevant standard method of measurement or any general or local custom. In the case of items, which are not covered by the schedule of rates/specification, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Indian Standard Institution.

43.3 **Payment of account:** Interim bills shall be submitted by the contractor at intervals of one month on or before the date fixed by the Engineer-in-charge for the work executed. The Engineer-in-charge shall then arrange to have the bill verified by taking or causing to be taken. Where necessary, the requisite measurement of the work.

Payment on account for amount admissible shall be made on the Engineer-in-charge certifying the sum to which the contractor is considered entitled by way of interim payment for the following.

GCC-23

- a) All work executed after deducting there from the amounts already paid the security deposit and such other amounts as may be deductible or recoverable in terms of the contract.

43.4 **Time limit for payment of final bill:** The final bill shall be submitted by the contractor within three months of physical completion of the works. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished payment of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and at rates as approved by Engineer-in-charge, shall be made within the period, the period being reckoned from the date of receipt of the bill by the Engineer-in-charge.

a) Contract amount not exceeding Rs.5 lakhs four months

b) Contract amount exceeding Rs.5 lakhs Six months

After payment of the amount of the final bill payable as aforesaid has been made the contractor may, if he so desires, reconsider his position in respect of the disputed portion of the final bill and he fails to do so within 90 (thirty) days his disputed claim shall be dealt with as provided in the contract.

43.5 **Over payments and under payments:** Where ever any claim for the payment of a sum of money to the Corporation arise out of or under this contract against the contractor the same may be deducted by the Corporation from any sum then due or which at any time thereafter may become due to the contractor under this contract and failing that under any other contract with the Corporation or from any other sum due to the contractor from the Corporation which may be available with the Corporation or from his security deposit; or he shall pay the claim on demand.

The Corporation reserves the right to carry out post payment audit and technical examination of the final bill including all supporting vouchers, abstracts etc. The Corporation further reserve the right to enforce recovery of a y overpayment when detected notwithstanding the fact that the amount of the final bill may be included by one of the parties as an item of dispute before an arbitration and notwithstanding the fact that the amount of the final bill may be included by one of the parties as an item of dispute before an arbitration and notwithstanding the fact that the amount of the final bill figures in the arbitration award.

If as a result of such audit and technical examination any overpayment is discovered in respect of any work done by the contractor alleged to have been done by him under the contract. It shall be recovered by the Corporation from the contractor by any or all of the methods prescribed above. If any under payment is discovered, the amount shall be duly paid to the contractor by the corporation.

GCC-24

Provided that the aforesaid right of the Corporation to adjust overpayments against amounts due to the contractor under any contract with the Corporation shall not extend beyond the period of two years from the date of payment of the final bill or in case the final bill is a MINUS final bill is communicated to the contractor. Any amount due to the contractor under this contract for under payment may be adjusted against any amount than due or which may at any time thereafter become due before payment is made to the contractor from him to the Corporation on any other contract or account whatsoever.

44. i) Tendered rates are inclusive of all taxes and levies payable under the respective status including service tax.
- ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of Corporation and further shall furnish such other informations/documents as the Engineer-in-charge may required.
45. The contractor shall submit completion plan as required vide general specifications for electrical work (part-I internal) 1972 & (Part-II external) 1974 , as applicable within thirty days of the completion of the completion of the work. In case the contractor fails to submit the completion plan as aforesaid he shall be liable to pay a sum equivalent to 2.5% of the value of the work subject to a ceiling of Rs.2500/- (Rupees Two thousand five hundred only) as may be fixed by the Project Manager concerned and in this respect the decision of the Project Manager shall be final and binding on the contractor.

46. **Approval from various government bodies and completion certificate.**

The agency shall execute the work as per scope defined and get the work inspected from the concerned government department and shall liaison with department and obtain completion certificate as required by local bodies for occupation with out any additional cost. However NPCC shall reimburse all fees deposited by agency to local govt. bodies to get sanction on production of proof. But NPCC shall not be liable for any extra payment in connection with sanction of plans, obtaining approvals and obtaining occupancy certificate/completion certificate.



SCC-1

SPECIAL CONDITIONS OF CONTRACT

1. **Deduction of VAT:** NPCC Ltd., shall deducted TDS on VAT as per prevailing rules of as applicable from time to time.
2. **DEDUCTION OF INCOME TAX & LABOUR CESS:** NPCC Ltd., will deduct 'Income Tax' at source from all the payments to be made to the contractor under this contract in accordance with the provisions of Indian Income Tax Laws. The contractor shall deposit labour cess with appropriate authority and should submit the deposit challans/receipt to NPCC as applicable to the contractor from time to time.
3. **LIABILITY FOR E.P.F. DEDUCTION:** The contractor shall be responsible for deducting contribution towards employees provident fund from its employees and deposit the same along with its contribution to the concerned Regional Provident Fund Commissioner under the Employees Provident Fund and Employees Pension Scheme and Misc. Act, 1952 as amended from time to time. The contractor shall be required to regional provident fund commissioner. Failing which EPF applicable on the workman employed by him will be deducted from the due payment s of contractor and shall be deposited with the authorities directly.
4. Wherever the word sub contractor is mentioned in the tender document this shall mean contractor.
5. The special conditions of contract and other contract documents numerated below are complementary to and shall be read in conjunction with each other.
 - a. Special conditions of contract.
 - b. General conditions of contract.
 - c. Specifications.
 - d. Schedule of quantities.

In case of any conflict of meaning between the special conditions of contract and the general conditions of contract, the provisions in the special conditions of contract shall over ride the corresponding provisions in the general conditions of contract.

6. Contractor shall submit a detailed works program which shall be discussed and agreed with NPCC Ltd. This program shall be prepared in such a way that all the works envisaged in the schedule of items are completed in a phased manner within the time prescribed.
7. **Variations, Extra / substituted items** :- Variation permitted should be $\pm 25\%$ in quantity of each individual item, and $\pm 10\%$ of the total contract price. Within 14 days of the date of instruction for executing varied work, extra work or substitution, and before the commencement of such work, notice shall be given either (a) by the contractor to the owner of his intention to claim extra payment or a varied rate or price, or (b) by the owner to the contractor of his intention to vary a rate or price.

For items not existing in the Bill of Quantities or substitutions to the Bill of Quantities, rate payable

should be determined by the method given below and in the order given below:

- i) Rates and prices in Contract, if applicable;
- ii) Rates and prices in the Schedule of Rates applicable to the contract \pm tendered percentage, where appropriate;
- iii) Market rates of materials and labour, plus 10% for overheads and profits of contractor.

SSC-2

8. **Reference points:** Permanent benchmarks shall be established by the Corporation. Under no circumstances shall the contractor remove or disturb any permanent marks without the written approval of the Engineer-in-charge. The contractor shall carefully maintain and protect all benchmarks and reference points and shall lay out all his work by accurate reference thereto.
9. **Water:** The contractor shall make his/their own arrangements for unfiltered water required for the work and nothing will be paid for the same. This will be subject to the condition that water used by the contractor shall be fit for construction purposes to the satisfaction of the Engineer-in-charge and to adequately treat such water at his cost when it is not found fit for the said purposes.
10. **Power:** The contractor shall make his own arrangements for obtaining electric connections if required and make necessary payments directly to the department concerned.
11. It is the responsibility of contractor to arrange power and water required for the work.
12. **Quantity Variation:** Quantities given in the tender documents may increase or decrease. No extra payment shall be made for variation in quantities what ever may to the percentage of increase or decrease in the quantities of any item. Rates shall remain firm even if certain items are required to be deleted.
13. **Price Variation:** No escalation whatsoever the reason may be, shall be paid. The rates quoted by the agency shall remain firm throughout the period of contract or during extension of time if granted.
14. **Co-operation with other agencies** The contractor shall fully co-operative with all persons and agencies engaged by NPCC Ltd., for carrying out the different works.
15. **A) Mobilization Advance:** No mobilization advance will be paid.
B) Secured Advance/advance against any material shall not be paid.
16. **Turn Over Tax/Works Contract Tax:** Work Contract Tax payable to state govt., tax deptt. Of Delhi/State Govt. & as may be made applicable from time to time shall be paid by the contractor.
17. **Taxies, Duties, Levies etc:** The contractor shall be responsible for the payment of all taxes, duties, levies, octroi, service tax etc. on all material/articles services et c., that may be used in this work. Any increase in the aforesaid taxes, duties and levies etc. that may arise during the currency of the contract shall not be paid to the contractor by NPCC Limited.
18. **Security Deposit:** The contractor shall permit the Corporation at the time of making payment to him for work done under the contract to deduct towards security deposit at the rate of 10% of gross value of each account and final payment. The earnest money deposited by the successful tenderer at the time of tender will be adjusted against security deposit. When the security deposit exceeds 10% of the gross value of contract value, the same can be replaced by contractor in multiples of Rs.100000/- by way of FDR/BG.
19. **Refund of Security Deposit:** The security deposit so deducted shall only be refunded to the contractor after all the defect pointed out during operation and maintenance period gets rectified or after the payment of final bill which ever is later. In case the contractor fails to get the rectification done at his own cost, Corporation shall have the right to get the same done at the risk and cost of the contractor.

SSC-3

20. Immediately on the receipt of any drawings by the contractor from the Engineer-in-charge, the contractor shall complete the structural and architectural drawings to ensure the correctness of dimensions, levels etc. shown on the drawings and also that the drawings are complete and no dimensions, data or level etc., is missing. In case the contractor finds any discrepancy, he will bring it to the notice of the Engineer-in-charge in writing within a week's time and before the execution of the work at site whichever is earlier no claim in respect of such in-accuracies shall be entertained by the Corporation and the contractor shall have to amend the work at his own cost and to the satisfaction of the Engineer-in-charge.
21. The contractor shall be responsible for payment of royalty payable to the State Government/Mining Department if applicable towards using excavated material/material brought for this work. The rates quoted are inclusive of royalty charges.
22. The rates shall hold good for all leads and lifts if not specified in bill of quantities.
23. The rates are inclusive of arranging completion certificate from concerned Govt. Authorities if required.
24. The entire work is to be executed as per CPWD specifications 1996 with upto date corrections. If the specifications in CPWD are not available then work is to be executed as per specifications of ISI/BIS.
25. The agency shall not sublet the contract without written permission from NPCC.
26. For Office upkeep, maintenance and inspection vehicle for site visit, an amount equal to 1% (one percent) from every running account bill of the agency will be recovery till the awarded work is completed, which is inclusive of the rates quoted by the agency.
27. LABOUR CESS: The contractor shall be responsible for the payment of Labour Cess as applicable and after depositing the same challan should be submitted in NPCC Office.
28. The area for work may be available in piece meal. The agency will not claim any thing on this account.

SSC-4

30. For Water Proofing works: The contractor must associate himself with the specialized firm to be approved by the Engineer-in-charge in writing for integral cement based water proofing treatment for sunken floors and on roofs. 10 years guarantee in prescribed proforma must be given by the specialized firm, which shall be counter signed by the contractor in token of his overall responsibility. In addition 10% (ten percent) of the cost of these items would be retained as guarantee to watch the performance of the work done. However, half of this amount (with held) would be released after five years, if the performance of the work done is satisfactory. If any defect is noticed during the guarantee period, it should be rectified by the contractor within seven days and if not attended to the same will be got done from another agency at the risk and cost of the contractor. However, this security deposit can be released in full, if bank guarantee of equivalent amount for 10 years is produced and deposited with the department. While tendering the contractor must give:
- a) The name of the specialized firm.
 - b) The trade names of the product which would be used.
 - c) List of works where this treatment has been used.
 - d) Quantity of chlorides and sulphides used in the product.
31. For electrical work is to be carried out as per CPWD general specification for electrical works Part-I(1972), Part-II (1974) with upto date correction for all items.

AC-1

ADDITIONAL CONDITIONS

1. The contractor should submit a tentative program of working within three days of the date of start of work. The contractor will have to work as per program of the department. No claim whatsoever will be entertained on this account.
2. The structural and architectural drawings shall at all times be properly correlated before executing any work. However, in case of any discrepancy in the item given in the schedule of the quantities appended with the tender and architectural drawings relating to relevant item, the former shall prevail unless and otherwise given in writing by the Engineer-in-charge.
3. The contractor shall be required to produce samples of all materials and fittings sufficiently in advance to obtain approval of the Engineer-in-charge.
4. No payment shall be made to the contractor for any damage caused by rain, snow fall, floods or any other natural cause whatsoever during the execution of work. The damage to work will be made good by the contractor at his own cost and no claim on this account shall be entertained.
5. Other agencies will also simultaneously execute the works along with this work in particular. The contractor shall afford necessary facilities for the same, no claim in this matter shall be entertained.
6. Some restrictions may be imposed by the Security staff etc., on the working and/or movement of labour, material etc. The contractor shall be bound to follow all such restrictions/instructions and nothing extra shall be payable on this account.
7.
 - a) The work will be carried out in the manner complying in all respects with the requirements of relevant bylaws of the local body under the jurisdiction of which the work is to be executed or as directed by the Engineer-in-charge and nothing extra will be paid on this account.
 - b) The contractor shall comply with proper and legal orders and directions of the local or public authority or municipality and abide by their rules and regulations and pay all fees and charges which he may be liable.
 - c) The materials shall be of approved quality and shall confirm to the relevant clauses of tender document/ C.P.W.D. specifications.
8. 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 hindrance shall be caused to traffic during the execution of the work.
9. The contractor shall give a performance test of the entire installation(s) as per standard specifications before the work is finally accepted and nothing extra whatever shall be payable to the contractor for the test.

AC-2

10. The contractor shall bear all incidental charges for cartage, storage and safe custody of materials issued by department against damage due to sun, rain, dampness, fire, theft etc. He shall also employ necessary watch and ward establishment for this purpose at his own cost. Nothing shall be paid to the contractor on this account.
11. TESTING OF MATEIALS:-
 - a) Samples of various materials required for testing shall be provided free of charge by the contractor. Testing charges shall be borne by the contractor. All other expenditure required to be incurred for taking the samples, conveyance, packing etc., shall also be borne by the contractor himself.
 - b) In case there is any discrepancy in frequency of testing as given in list of mandatory tests and that in individual sub-heads of work as per CPWD latest edition specifications Vol- I the higher of the two frequencies of testing shall be followed & nothing extra shall be payable to the contractor on this account.
12. The contractor shall be responsible to arrange at his own cost all necessary tools and plants required for execution of the work.
13. The contractor shall provide at his own cost suitable weighing and measuring arrangements at site for checking the weight/dimensions as may be necessary for execution of the work.
14. Royalty at the prevalent rates whenever payable shall have to be paid by the contractor for the work direct to the revenue authority of the District/State Govt. concerned.
15. The rate for all items of work shall unless clearly specified otherwise include cost of all labour material and other inputs involved in execution of the items.



SCHEDULE

OF

QUANTITIES



**SCHEDULE OF QUANTITY FOR THE WORK OF FIXING OF BARBED WIRE FENCING OVERHEAD
BOUNDARY WALL IN THE CAMPUS OF ICMR HQ, ANSARI NAGAR, NEW DELHI-110 029..**

ABSTRACT OF COST

1.	Cost of DSR Items (A)	Rs.	
2.	Cost of Market rate (B)	Rs.	
	Total of (A+B)	Rs.	

(Rupees in words: _____)
_____)

Signature of Tenderers

Name

Address

**SCHEDULE OF QUANTITY FOR THE WORK OF FIXING OF BARBED WIRE FENCING OVERHEAD
BOUNDARY WALL IN THE CAMPUS OF ICMR HQ, ANSARI NAGAR, NEW DELHI-110 029.**

S.No.	DSR'2012	Description of items	Qty.	Unit	Rate	Amount
1.	16.53	Providing and fixing concertina coil fencing with punched tape concertina coil 600 mm dia 10 metre openable length (total length 90 m) having 50 nos rounds per 6 metre length, upto 3 m height of wall with existing angle iron 'Y' shaped placed 2.4 m or 3.00 m apart and with 9 horizontal R.B.T. reinforced barbed wire, stud tied with G.I. staples and G.I. clips to retain horizontal including necessary bolts or G.I. barbed wire tied to angle iron all complete as per direction of Engineer-in-charge with reinforced barbed tape(R.B.T.) / Spring core (2.5mm thick) wire of high tensile strength of 165 kg/sq.mm with tape (0.52 mm thick) and weight 43.478gm/ metre (cost of M.S. angle, C.C. blocks shall be paid separately)	470	Mtr	269.20	126524.00
2.	10.25.2	Steel work welded in built up sections/ framed work including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer using structural steel etc. as required. 10.25.2 In gratings, frames, guard bar, ladder, railings, brackets, gates and similar works.	3660.00	Kg	77.90	285114.00

3.	10.22	Welding by gas or electric plant including transportation of plant at site etc. complete.	7500.00	Cm	2.20	16500.00
4.	15.56	Dismantling old plaster or skirting raking out joints and cleaning the surface for plaster including disposal of rubbish to the dumping ground within 50 metres lead.	500.00	Sqm	15.00	7500.00
5.	13.2.1	15 mm cement plaster on the rough side of single or half brick wall of mix : 13.2.1 1:4 (1 cement: 4 fine sand)	500.00	Sqm	143.35	71675.00
6.	13.44.1	Finishing walls with water proofing cement paint of required shade : 13.44.1 New work (Two or more coats applied @ 3.84 kg/10 sqm)	1500.00	Sqm	44.95	67425.00
7.	13.61.1	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade : 13.61.1 Two or more coats on new work.	1400.00	Sqm	53.85	75390.00
8.	15.7.4	Demolishing brick work manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in-charge. 15.7.4 In cement mortar	3.00	Cum	566.60	1698.00
9.	4.2.3	Providing and laying cement concrete in retaining walls, return walls, walls (any thickness) including attached pilasters, columns, piers, abutments, pillars, posts, struts, buttresses, string or	3.00	Cum	5272.40	15817.20

		lacing courses, parapets, coping, bed blocks, anchor blocks, plain window sills, fillets, sunken floor, etc., up to floor five level, excluding the cost of centering, shuttering and finishing :				
		4.2.3 1:2:4 (1 Cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size)				
					Rs.	667643.20
		Percentage above/below on DSR'2012			Rs.	
		TOTAL OF DSR ITEMS			Rs.	

(Rupees in words:_____)

Signature of Tenderers

Name

Address



**SCHEDULE OF QUANTITY FOR THE WORK OF FIXING OF BARBED WIRE FENCING OVERHEAD
BOUNDARY WALL IN THE CAMPUS OF ICMR HQ, ANSARI NAGAR, NEW DELHI-110 029..**

S.No.	Market Rate	Description of items	Qty.	Unit	Rate	Amount
1.	MR	Shifting of malba (per truck)	03	Nos		
11.	MR	Making hole 10 mm dia in MS Brackets	1300	Nos		
		Total			Rs.	

(Rupees in words: _____
_____)

Signature of Tenderers

Name

Address