

K.D. MALAVIYA NATIONAL OIL MUSEUM

AT GUWAHATI

**CIVIL, ARCHITECTURAL & STRUCTURAL,
INCLUDING FINISHING, SITE DEVELOPMENT,
SANITATION & PLUMBING WORKS**

VOLUME - I

**GENERAL CONDITIONS OF CONTRACT
& SPECIAL CONDITIONS OF CONTRACT**

Architect

Pheroze Kudianavala Consultants Engrs. Pvt. Ltd.
Mackinnon Mackenzie Building,
2nd Floor, Ballard Estate,
Mumbai 400 001.

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NOTICE INVITING TENDER

Ref. No.

Date : / / 2006

To

SUBJECT: TENDER FOR CIVIL, ARCHITECTURAL & STRUCTURAL, INCLUDING FINISHING, SITE DEVELOPMENT, SANITATION & PLUMBING WORKS FOR K. D. MALAVIYA NATIONAL OIL MUSEUM AT JAWAHAR NAGAR, GUWAHATI.

Dear Sir,

Sealed item rate tenders are invited on behalf of **K.D. Malaviya National Oil Museum Trust**, by OIL India Ltd. 5, Sikandra Road, New Delhi – 110 001 for the work as detailed below. A set of two copies of tender documents marked ‘ORIGINAL’ and ‘TENDERER’S COPY’ are enclosed herewith for submitting your Tender.

1.0 NAME OF WORK :

Civil Architectural & Structural including Finishing, Site Development, Sanitation & Plumbing Works all complete for K. D. Malaviya National Oil Museum at Jawhar Nagar, Guwahati, Assam.

2.0 EARNEST MONEY DEPOSIT:

Rs. 2% of the estimated cost of Rs. 15.50 crores i.e. Rs. 31,00,000/- (Rupees Thirty one lakhs only). This shall be in the form as per clause 2.4 of General Conditions of Contract in the form of Bank Demand Draft in the name of **K.D. Malaviya National Oil Museum**, payable at New Delhi or a Bank Guarantee in the prescribed format from any Scheduled / Commercial Bank at the time of purchase of tender documents. Request for purchase of tender documents not accompanied by Earnest Money will be rejected. The EMD shall be valid for a period of 180 days from the date of opening the Bids. EMD will not be accepted in the form of a crossed a/c payee cheque or a Fixed Deposit Receipt.

3.0 SECURITY DEPOSIT :

The Person / persons whose tender may be accepted (herein after called the Contractor) shall, within 10 (ten) days of the date of issue of Letter of Intent, remit the Security Deposit to M/s. **K.D. Malaviya National Oil Museum** in the manner stipulated in Clause 3.4 of General Conditions of Contract.

4.0 TIME SCHEDULE:

The time allowed for carrying out the work will be 24 (Twenty Four) months reckoned from seventh day of issue of Letter of Acceptance.

5.0 ELIGIBILITY CRITERIA :

Name of work	Qualification Criteria		
	Similar works executed in last five years ending 30 th June 2006	Technical requirement	Minimum turn over / solvency requirement
Civil, Architectural & Structural including finishing, site development, sanitation and plumbing works.	Two similar works each of value not less than Rs. 930 lakhs or one similar work cost not less than Rs. 1550 lakhs	Should have completed at least one prestigious building / monument of national repute / Museum / Auditorium / Indoor stadium / commercial complex in last five years.	a. Minimum average turn over during last three financial years Rs. 1165 lakhs. b. Minimum solvency Rs. 1550 lakhs.

6.0 SUBMISSION OF BID :

6.1 Tender shall be submitted in a sealed cover superscribed TENDER NO, Name of the project and Due Date. This main cover shall contain separately sealed envelopes superscribed as below:

Part - I : TECHNO-COMMERCIAL PART
Part - II : PRICE PART – DO NOT OPEN WITH PART – I

6.2 Part – I of offer shall contain :

- ORIGINAL Tender Document Volume I – (General Conditions of Contract & Special Conditions of Contract) & Volume II – (Specifications), Drawings, Amendments etc.) Document signed and stamped on each page. No cutting or overwriting should be done. Proforma, price schedule etc. forming part of this shall not be filled in.
- Covering letter, technical submissions including brochures, if any, and other details required forming part of the offer in 3 (three) copies, filled separately.
- Techno-Commercial evaluation shall be done on only agencies fulfilling the eligibility criteria mentioned above and to be eligible for opening of Part II.

6.3 Part – II of offer shall contain Volume III – (Price Bid) only the price schedule of quantities issued herewith, with rates and amounts (both in ‘figures & words’) filled in and no conditions. No correction or over writings are permitted. All corrections in quoted prices must be stamped and signed. Any conditions including conditional price bids mentioned in Part – II shall not be taken into account.

7.0 **ISSUE OF TENDER DOCUMENTS :**

Prescribed tender documents can be purchased from the Office of the **Jt. Secretary, K.D. Malaviya National Oil Museum, C/o. Oil India Ltd., Sector 16-A, NOIDA – 201 301, U.P.** by depositing the required earnest money, from 10.00 A.M. to 4.00 P.M. on all working days after making a payment of Rs. 10,000/- in D/D (non-refundable) (Rs. 500/- extra in case the tender documents have to be sent by post) in favour of **K.D. Malaviya National Oil Museum, payable at New Delhi – 100 001.** Last date of issue of tender documents is ____/____/2006.

- 8.0 a) **PRE BID MEETING** : 06/10 / 2006 at _____ Hrs.
- b) **VENUE OF PREBID MEETING:** Oil India Ltd.
Sector 16-A, NOIDA – 201 301, U.P.
- c) **LAST DATE & TIME FOR RECEIPT OF BIDS** : 12/10/2006 upto 11.00 hrs at the address indicated in Clause 9.0 of this letter.

9.0 **OPENING OF BIDS :**

Part – I of Tenders shall be opened at 15.00 hrs. on 18/10/2006 in the presence of attending tenderers of their authorized representatives, if they choose to attend.

Part – II of the Tenders of Techno-Commercially qualified tenderers shall be opened at later date with due information to them. The tenders shall be valid for a period of 120 days from the date of opening the Price Bids. In the event of tender being rejected the earnest money forwarded with such unaccepted tender shall there upon be returned to the tenderer remitting the same without any interest.

10.0 **PLACE OF TENDER SUBMISSION:**

Jt. Secretary
K.D. Malaviya National Oil Museum
C/o. Oil India Ltd.
Sector 16-A
NOIDA – 201 301, U.P.

- 11.0 KDMNOM reserve the right to accept or reject any or all tenders in part or in total without assigning any reason.

Please acknowledge receipt of this letter with enclosures and confirm that you will submit your tender on or before the due date. In case you decide not to participate in this tender, you are requested to return the complete set of documents at the earliest.

Thanking you,

Very truly yours,

()

Encl. As above.

K. D. Malaviya National Oil Museum
NOTICE INVITING TENDER
(No. KDM / NIT / 12(d) / 1355)

Oil India Limited on behalf of K. D. Malaviya National Oil Museum Trust (KDMNOM) proposes to construct the National Oil Museum with an approximate floor area of 7800 sqm. at Jawahar Nagar, Guwahati, Assam. M/s. Pheroze Kudianavala Consultants Engineers Pvt. Ltd., Mumbai are the Architects / Consultants of the project.

2. Tenders are invited from qualified, experienced, competent and financially sound contractors / firms, experienced in construction of prestigious building / monument of national repute as per the prescribed format for execution of the following work under the project. The completion schedule of the project is 24 months.

Name of work	Qualification Criteria		
	Similar works executed in last five years ending 30 th June 2006	Technical requirement	Minimum turn over / solvency requirement
Civil, Architectural & Structural including finishing, site development, sanitation and plumbing works.	Two similar works each of value not less than Rs. 930 lakhs or one similar work cost not less than Rs. 1550 lakhs	Should have completed at least one prestigious building / monument of national repute / Museum / Auditorium / Indoor stadium / commercial complex in last five years.	a) Minimum average turn over during last three financial years Rs. 1165 lakhs. b) Minimum solvency Rs. 1550 lakhs.

3. Eligible parties may obtain the tender documents (which will contain the required details) from the Joint Secretary, K. D. Malaviya National Oil Museum Trust C/o. Oil India Limited, Plot No. 19, Sector-16A, NOIDA 201301 from 18.09.2006 to 12.10.2006 all working days between 10.00 AM to 4.00 PM by depositing a Demand Draft (non refundable) of Rs. 10,000/- plus Rs. 500/- against postage charges (if send by post) in favour of "K. D. Malaviya National Oil Museum" payable at New Delhi.
4. The tender documents complete in all respects should be submitted at the office of the Joint Secretary, K. D. Malaviya National Oil Museum Trust C/o. Oil India Ltd., Plot No. 19, Sector – 16A, NOIDA - 201301 on 18.10.2006 upto 2.00 PM. Technical bid will be opened on the same day 3.00 PM.
5. Total estimated value of the work is Rs. 1550 lakhs. The earnest money which is 2% of the estimated cost is to be deposited while purchasing the Tender Documents in the form of DD or BG as described in the Web Site.
6. The detailed Notice Inviting Tender is available on the web sites- www.oilindia.nic.in for perusal. Interested parties will have to purchase the tender documents for participating in the process.
7. KDMNOM reserves the right to reject any or all applications / tender without assigning any reason.

SUBMISSION OF OFFER

From :

SUBJECT: TENDER FOR CIVIL, ARCHITECTURAL & STRUCTURAL, INCLUDING FINISHING, SITE DEVELOPMENT, SANITATION & PLUMBING WORKS FOR K. D. MALAVIYA NATIONAL OIL MUSEUM AT JAWAHAR NAGAR, GUWAHATI.

Dear Sir,

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

Earnest money deposit in the form as per clause 2.4 of GCC for an amount of Rs. 31,00,000/- (Rupees Thirty One Lakhs Only) valid upto 180 days has been submitted by us at the time of purchase of tender documents.

Our offer shall remain valid for acceptance for a period of 120 days from the date of opening of the Price Bid.

Very truly yours,

(Signature of Tenderer)

Full Name _____
Title & Capacity _____
Date _____
Place _____

CERTIFICATE AS TO CORPORATE PRINCIPLE _____ certify that I am _____ Secretary of the Corporation organized under the law of _____ and that _____ who signed the above tender is authorized to sign & deal with these matters on behalf of the corporation and by authority of its governing body.

INSTRUCTIONS TO TENDERER

NOTE: THE WORDS OIL INDIA LTD. (OIL) WHEREVER APPEARING SHALL BE READ AS K.D. MALAVIYA NATIONAL OIL MUSEUM (KDMNOM)

1.0 SITE INFORMATION:

1.1 The work involves construction of K. D. Malaviya National Oil Museum at Jawahar Nagar Guwahati, in accordance with scope of work defined elsewhere in the tender documents.

2.0 SCOPE OF WORK:

2.1 **THE SCOPE OF WORK SHALL GENERALLY COMPRISE OF BUT NOT LIMITED TO THE FOLLOWING**

A. CIVIL, STRUCTURAL AND GENERAL CIVIL

- | | |
|---------------------------------|-------------------------|
| 1. Earth Works | 7. Wood Works |
| 2. Pile Works | 8. Aluminium Works |
| 3. Concrete Works | 9. Steel Works |
| 4. Brick Works , Stone Works | 10. Glass Pyramid Works |
| 5. Finishing Works | 11. False Ceiling Works |
| 6. Flooring & Wall Lining Works | 12. Waterproofing works |
| | 13. Road works |

B. ARCHITECTURAL

1. Internal and external plastering, painting and stone work.
2. Flooring cladding work internal & external.
3. Door, windows, structural glazing, aluminium cladding
4. Erection of glass pyramids.

C. PLUMBING

1. Toilet fixtures and finishing
2. Supplying and laying U/G or A/G, GI/GT pipe including supply installation of valves, fittings etc. all complete, provision of valve pits outside the building as per direction of Engineer-in-Charge.
3. Laying of cast iron pipes for waste collection from toilets, kitchens, pantry or at any other place including providing the floor traps as per details.
4. Installation of pumps.

D. GENERAL DEVELOPMENT

1. Road & Paving works
2. Storm water drain
3. Compound Wall & Gates
4. Under Ground Water Tanks & Pump House.

2.2 DRAWINGS :

A set of Architectural & Services Drawings on C.D. is enclosed with the tender. These drawings are not to be construed as construction drawings, in any respect whatsoever. The Architect reserves the right to amend, modify or supply additional designs and drawings without affecting the Terms of the Contract.

2.3 SOIL INVESTIGATION REPORT:

The report is available with the Owner for the reference of tenderers and deals with the field and the laboratory investigations carried out to assess the nature of sub-soil strata and to evaluate other soil parameters at site.

Any result of test carried out on materials, reports on soil samples or any other information which may be made available for inspection to the tenderers do not form part of contract and no guarantee is given as to their accuracy, nor is it to be inferred that the conditions indicated by this information may be encountered in carrying out the contract and the bidders must satisfy themselves as to the true conditions by carrying out independent investigation if they so desire.

3.0 ELIGIBILITY CRITERIA :

Name of work	Qualification Criteria		
	Similar works executed in last five years ending 30 th June 2006	Technical requirement	Minimum turn over / solvency requirement
Civil, Architectural & Structural including finishing, site development, sanitation and plumbing works.	Two similar works each of value not less than Rs. 930 lakhs or one similar work cost not less than Rs. 1550 lakhs	Should have completed at least one prestigious building / monument of national repute / Museum / Auditorium / Indoor stadium / commercial complex in last five years.	a. Minimum average turn over during last three financial years Rs. 1165 lakhs. b. Minimum solvency Rs. 1550 lakhs.

4.0 SUBMISSION OF BIDS:

- a) Tender shall duly filled in by the tenderer should be submitted in a sealed cover superscribed TENDER NO. Name of the project and Due Date. This main cover shall contain separately sealed envelopes superscribed as below

Part – I of offer shall contain :

- ORIGINAL Tender Document Volume – I & Volume II and drawing, Amendments & Other Documents etc. signed and stamped on each

page. No cutting or overwriting should be done. Proforma, price schedule etc. forming part of this shall not be filled in.

- Covering letter, technical submissions including brochures, if any, and other details required forming part of the offer in 3 (three) copies, filled separately.

Other details as required to be submitted alongwith Part – I (i.e. Techno-Commercial Part) of tender as given below :

- a) Power of Attorney in the name of person(s) who has/have signed the Tender Documents.
- b) Bidders should submit latest valid IT, PF and Sales Tax Registration No. Bidders shall submit latest Solvency Certificate of minimum value not less than 100% of estimate value to be tendered. Also submit PAN No. and VAT Registration Number.
- c) Programme of works in shape of Bar chart covering major activities to meet the time schedule for completion of work.
- d) Information about Tenderer in the proforma given on the tender document. (Appendix – VI) with contractors identification data and financial data.
- e) Site Organization chart with biodata of key personnel & Engineer-in-Charge. Details of progressive built-up envisaged & of skilled personnel at site. (Appendix – VIII)
- f) List of equipment / tools & tackles proposed to be deployed for this work in the proforma given in Tender Document. (Appendix VII).
- g) Exception and Deviation (Appendix – X)
- h) Details of works executed / concurrent Commitments as per Appendix - XI

PART II - PRICED PART :

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

IMPORTANT NOTES :

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

5.0 VALIDITY OF OFFER:

Tender submitted by Tenderers shall remain valid for acceptance for a minimum period of 120 days from the date of opening of the Price Bid. The Tenders shall not be entitled during the said period of 120 days, without the consent in writing of the Owner, to revoke or cancel their Tender or to vary the Tender given or any term

thereof. In case of Tenders revoking or canceling their Tenders or varying any terms in regard thereof without the consent of Owner in writing, owner shall Forfeit Earnest Money paid by them along with their offers.

6.0 RATES TO BE IN FIGURES AND WORDS:

The tender should be quoted in English both in figures as well as in words, against the rates and amount columns in the Tender Document.

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

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

7.0 STIPULATIONS AND DEVIATIONS TO TENDER CLAUSES :

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

- a. Security Deposit
- b. Penalty / Liquidated Damage / Compensation for Delay
- c. Defects Liability Period and Latent Defects
- d. Schedule of Rates
- e. Determination / Termination
- f. Time Schedule
- g. Scope of Work and Scope of Supply
- h. Arbitration
- i. Force Majeure
- j. Payment Terms

- 8.0** Owner reserve the rights to split up the above work between one or more contractor or award the entire work to one contractor. Quoted rates should hold good for all such eventualities. No revision in the quoted rates will be entertained in a later date of this account.

9.0 INCOME TAX CLEARANCE / SALE TAX REGISTRATION :

Bidders should submit attested copies of latest valid IT, PF and Sales Tax Registration No. Bidders shall submit latest Solvency Certificate of minimum value not less than 100% of estimate value to be tendered. Also submit PAN No. and VAT Registration No.

10.0 NO DEVIATIONS TO TENDER REQUIREMENTS :

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

11.0 CONTRACT AGREEMENT:

11.1 Contract Documents for Agreement as per Clause 11.2 below shall be prepared after intimation of the award of works to the successful tenderer.

11.2 The contract document shall consist of the following:-

- a. Original tender documents issued with its enclosures
- b. Addendum / Corrigendum issued with its enclosures.
- c. Letter of Acceptance
- d. The detailed Letter of Acceptance along with Statement of Agreed Variation (if any) and enclosures attached therewith.
- e. Contract Agreement on Stamp Paper of appropriate value in prescribed format

11.3 The statement of agreed deviations shall be prepared based on the finally retained deviations, if any, by the Tenderer, and all correspondences between Owner and the Tenderer prior to issue of Letter of Acceptance shall be treated as Null & Void. Any deviations or stipulations made and accepted by the Owner after award of the job shall be treated as amendments to the contract document above.

11.3.1 Contractor should visit at site before submitting the tender

11.4 CHECK LIST:

Tenderers shall submit the following check list along with Form of Tender duly filled up with Tenderers confirmations and also specifying Page Nos. of their offer:-

S.No.	Subject	Details to be furnished	Confirmation/Page Nos. of the Offer	
1	Tender & Contract for works. Letter of Submission	Tenderer to confirm that their offer has been submitted with their covering letter exactly as per Letter of Submission enclosed.	Yes	()
			No	()
2	Acknowledgement Letter	Tenderer to confirm that "Acknowledgement Letter" to receipt of this tender with confirmation to participate in the subject tender had been submitted by them within one week of receipt of tender.	Yes	()
			No	()
3	Tender Security EMD	Tender to confirm that EMD has been submitted by them as per following details.	Yes	()
			No	()
		I By Demand Draft / Bank Guarantee No..... Dated drawn on.....		

S.No.	Subject	Details to be furnished	Confirmation/Page Nos. of the Offer
		Bank	
		Branch.....	
		For Rs.....	
4	Validity	Confirm that your offer is valid for 120 days from the date of opening of priced part.	
5	Proforma enclosed with the Tender Document	Confirm that the following Proforma has been submitted.	
5.1		Latest ITCC & Sales Tax Registration	
5.2		Deployment Schedule of Supervisory personnel	
5.3		Information about Tenderer	
5.5		Exceptions & Deviations, if applicable	
6	Addendum Corrigendum and other Letter / Fax sent by the Owner / Contractor	This shall be submitted along with original offer duly signed and stamped on each page as token of acceptance.	
7	Original Tender Document / Drawings	Original copy of Tender Document / Drawings duly signed and stamped on each page shall be submitted in unpriced part.	
8	Power of Attorney	Power of Attorney in the name of person signing the Tender.	
9	Unpriced Part	All above details shall be submitted in unpriced part.	
10	Price Part	<ul style="list-style-type: none"> - Part – I shall be submitted in a separate sealed envelope superscribing “Part-II Price-do not Open”. Price shall be submitted exactly as per Price Format included in the Tender Document. - Any deviation terms and conditions shall not be mentioned in the price part. - Correction fluid shall not be used in the Price Part. - In case of any correction, the same shall be signed and stamped by authorized signatory. 	
11	Mobilisation Advance	Specifically requested or not as per Clause of 9.0 of Special Conditions of Contract.	
12	Declaration	Declaration to be furnished in respect of Tenderer’s Organisation as per Clause No. 18.0 of the Special Conditions of Contract.	
13	Works executed & Concurrent Commitment	The details of concurrent commitment furnished as per Appendix – XI.	

GENERAL

CONDITIONS

OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

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1.0 GENERAL INFORMATION

1.1 DEFINITION OF TERMS

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

The “Owner” shall mean M/s. K. D. Malaviya National Oil Museum having their office at C/o Oil India Ltd., 5, Sikandra Road, New Delhi 110 001.

The “Chairman” shall mean the Chairman or his successor in KDMNOM.

The “Contractor” means the person or the persons, firm or company, whose tender has been accepted by KDMNOM and includes the contractor’s legal representatives, his/their successors and permitted assigns.

The “Owner’s Representative” means the person / persons designated by OIL and shall include his authorized nominee or agent; provided, however, that the Owner’s representative may be one person for certain aspects of his agreement and another person for other aspects of work covered by this contract.

OIL has nominated Mr. M. P. Nath, Chief Manager with their office at OIL, Pipe Line, Head Quarters, Noonmati, Guwahati as the Engineer-in-charge for the project. The Engineer-in-Charge shall mean the person designated as such by and shall include those who are expressly authorized by it to act for and on its behalf.

OIL has appointed M/s. Pheroze Kudianavala Consultants Engineers Pvt. Ltd. as Architect / Consultant, having their Head Office at Mackinnon Mackenzie Building, 2nd Floor, Ballard Estate, Mumbai 400 001 for their Project.

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

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

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

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

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

“Site” means the areas inside the premises of the Owner on which the permanent works are to be executed or carried out and any other places provided by Owner for the purpose of the Contract & mean the plot of land ‘K. D. Malaviya National Oil Museum at Guwahati.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 Land for contractor Field Office, Godown and Workshop

Owner will at his own discretion and convenience and for the duration of the execution of the work make available land near the site within the plot, for construction of contractor’s field office, godown, workshops and assembly yard required for the execution of the contract. The Contractor shall at his own cost, construct all these temporary buildings and provide suitable water supply and sanitary arrangement approved by the Engineer-in-Charge.

On completion of the work under taken by the Contractor or even earlier if the exigencies of the situation so demands or if called upon by the Owner, he shall remove all temporary works erected by him and have the site cleared as directed by Engineer-in-Charge. If the Contractor shall fail to comply with these requirements, the Engineer-in-charge may at the expenses of the contractor remove such surplus and rubbish materials and dispose off the same as he deems fit and got the site cleaned as aforesaid and the Contractor shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such surplus materials disposed off as aforesaid. But the Owner reserves the right to ask the contractor to vacate the land by giving 7 day’s notice on Security reasons or on National interest or otherwise.

1.3 Land for Residential Accommodation

It will not be possible for Owner to provide land for residential accommodation for staff and labour of the Contractor. Contractor will have to make his own arrangement at his cost for land for the purpose of residential accommodation for his staff and labour.

1.4 Scope of Work

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

The Contractor shall provide all necessary materials, equipment and labour etc. for the execution and maintenance of work till completion. All materials that go with the work shall be approved by Engineer-in-Charge prior to procurement and use.

2.0.0 GENERAL INSTRUCTIONS TO TENDERS

2.1.0 SUBMISSION OF TENDER

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

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

The tenderers should write clearly the revised items in the Tender document and should price the work based on the revised items when amendment for are issued in addenda.

2.2.0 DOCUMENTS

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

- a. Complete set of tender documents including drawings on CD forming part of the tender documents as issued duly filled in and signed by the tenderer as prescribed in different clauses of the tenderer document.
- b. Earnest Money in the manner specified.
- c. Power of Attorney or a true copy thereof duly attested by a Gazetted Officer in case an unauthorized representative who has signed the tender.
- d. Latest valid IT, PF and Sales Tax Registration No., Solvency Certificate of minimum value not less than 100% of estimate value to be tendered, PAN No. and VAT Registration No
- e. Information regarding tenderer in the proforma enclosed.
- f. Any printing or typographical error/omission in tender document shall be referred to Architect before submission of the tenders and his interpretations regarding correction shall be final and binding on contractor.

2.2.2 All pages to be initialed

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

2.2.3 Rates to be in figures and words

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

2.2.3.1 Conditional rebate if any indicated in the Price Bid shall not be taken into consideration for evaluation of tender. Tenderer are accordingly advised to indicate the rebate over their total tendered amount without any condition.

2.2.4 **Corrections and Erasures**

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

2.2.5 **Signing of Tender**

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

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

2.2.6 **Witness**

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

2.2.7 **Details of Experience**

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

2.3.0 **TRANSFER OF TENDER DOCUMENT**

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

2.4.0 **EARNEST MONEY**

2.4.1 The tenderer must pay the amount of Earnest Money as mentioned in the Notice / Letter inviting tenders in any of the following forms:

Crossed Bank Demand Draft duly pledged to “**K.D. Malaviya National Oil Museum**” payable at New Delhi or a Bank Guarantee from any Schedule ‘A’ Bank, Public Sector, Commercial Bank in the form approved by Owner and valid for a period of 180 days from the date of opening of the Bid. No interest shall be allowed on the Earnest Money deposited by the tenderer.

The tenderer should attach the official receipt issued for the bank draft or Bank Guarantee along with tender failing which the tender will not be considered.

2.4.2 The Earnest Money of the unsuccessful tenderer(s) will be refunded within a reasonable period of time without any interest and the EMD of successful tenderer shall be retained towards the security deposit for the fulfillment of the contract but shall be forfeited if the tenderer fails to deposit the requisite initial security money as per clause 2.8 hereof and / or fails to start the work within a period of twenty one calendar days or fails to execute the agreement within 10(ten) days after the receipt of Letter of Acceptance of tender or Letter of Intent.

2.5.0 **VALIDITY :**

Tenders submitted by tenderers shall remain valid for acceptance for a period of 120 days from the date of opening of the price bid. The tenderers shall not be entitled during the said period of 120 days, without the consent in writing of Owner to revoke or cancel his tender or to vary the tender given or any terms thereof.

2.6.0 **ADDENDA :**

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

2.6.2 Each addendum issued by the Client will be distributed in duplicate, to each person or organisation to whom a set of tender documents has been issued. Each recipient will retain one copy of each addendum for submission along with his tender and return one copy of the Client as acknowledgement of receipt of the addendum. All addenda issued by the Client shall become part of Tender Documents.

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

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

Tenders in which any of the particulars and prescribed information are missing or are incomplete in any respect and/or the prescribed conditions are not fulfilled are liable to be rejected.

Canvassing in connection with tenders is strictly prohibited and tenders submitted by the Tenderers who resort to canvassing will be liable to rejection.

Tender containing uncalled for remarks or any additional conditions are liable to be rejected.

2.8.0 **SECURITY DEPOSIT**

The person / persons whose tender may be accepted (hereafter called the contractor) shall within 10 (ten) days of the receipt by him of the notification of the acceptance

of the tender or Letter of Intent, shall remit the security deposit to OIL in the manner stipulated in Clause 3.4 of General conditions of contract.

2.9.0 TIME SCHEDULE

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

2.10.0 COLLECTION OF DATA – TENDERER’S RESPONSIBILITY

The tenderer shall visit the site and acquaint himself fully of the site at his cost and no claims whatsoever will be entertained on the plea of ignorance of difficulties involved in execution of work or carriage of materials.

2.11.0 RETIRED GOVERNMENT OR OWNER’S OFFICERS

No Engineer of Gazetted rank or other Gazetted Officer, employed in Engineering or Administrative duties in any Engineering Dept., of State / Central Govt. or of Owner is allowed to work as a Contractor for a period of two years after his retirement from Government Service, or from the Employment of Owner without the previous permission of Owner. The Contract if awarded is liable to be cancelled if either the Contractor or any of this employees is found at any time to be such a person, who had obtained the permission of the State / Central Govt. or of Owner as aforesaid, before submission of tender, or engagement in the Contractor’s service as the case may be.

2.12.0 SIGNING OF THE CONTRACT

The successful tenderer shall be required to execute an agreement in the proforma attached with this tender document within 10 days from the date of receipt of the notice of acceptance of tender or Letter of Intent. In the event of failure on the part of the successful tenderer to sign agreement within the above stipulated period, the earnest money or his initial security deposit will be forfeited and the acceptance of the tender shall be considered as canceled.

3.0.0 GENERAL OBLIGATIONS

3.1.0 INTERPRETATION OF CONTRACT DOCUMENTS

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

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

3.1.3 **Heading and Marginal Note:**

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

3.1.4 **Singular and Plural**

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

3.2.0 **SPECIAL CONDITONS OF CONTRACT**

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

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

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

3.3.0 **CONTRACTOR TO OBTAIN HIS OWN INFORMATION**

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

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

Any error in description or quantity or any other aspect in schedules of rates or omissions there from shall not vitiate the contract or release the contractor from executing the work comprised in the contract according to drawings and specifications at the scheduled rates. He is deemed to know the scope, nature and magnitude of the work and the requirements, of materials and labour and the type of work involved etc.; and as to what all he has to do to complete the works in accordance with the contract documents. Whatever be the defects, omission or errors that may be found in the Contact Documents. The Contract shall be deemed to have visited the site and

surroundings and to have satisfied himself as to the nature of all existing structures, if any, and also as to the nature and condition of the Railways, roads bridges and culverts, means, of transport and communications whether by land, water or air, and as to possible interruptions, there to and the access and egress from the site, to have made inquiries, examined and satisfied himself as to the sites for obtaining sand, stones, bricks and other materials, the sites for disposal of surplus materials, the available accommodation, as to whatever required as depots and such other buildings as may be necessary for executing and completing the works, to have made local independent inquiries as to the subsoil, sub-soil water and variations thereof, storms, prevailing winds, climatic conditions and all other matters affecting these works.

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

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

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

3.4.0 SECURITY DEPOSIT

- 3.4.1 A sum of 10% of the value of contract shall be deposited by the person / persons whose tender may be accepted (hereinafter called the Contractor) as security deposit with Owner. This may be deposited initially at 2% of the value of the contract (referred to as initial Security Deposit) within 10 days of receipt by him of the notification of acceptance of tender or the Letter of Intent and the balance 8% will be recovered in installments through deductions, at the rate of 10% of the value of each running account bill, till the total security deposit amount is collected, after which no further deductions from bills will be made on this account, subject to Cl. 3.4.3 below.

Alternatively, the Contractor may, at his option, deposit the full amount of 10% of value of contract towards the security deposit within 10 days of receipt of the notification accepting his tender or Letter of Intent.

- 3.4.2 Contractor can furnish the initial or total security deposit amount by way of (a) Demand draft or (b) through a bank Guarantee from any Schedule 'A' Bank / Public Sector / Commercial Bank in the form prescribed. Demand Drafts must be made payable to Owner, at New Delhi. The Security deposit may be converted to interest bearing Government securities from time to time and hypothecated to Owner. At the request of the contractor the earnest money deposited with the tender shall be adjusted towards security deposit, provided, it is furnished in cash or by demand draft only.

- 3.4.3 All compensation or other sums of money payable by the contractor to Owner under terms of this contract 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 Owner on any account whatsoever and in the event of his security deposit being reduced by reasons of any such deductions or sale as aforesaid, the contractor shall within ten days thereafter make good in cash, bank draft, or Government securities endorsed as aforesaid any sum or sums which may have been deducted from or realized by sale of his security deposit, or any part thereof. No interest shall be payable by Owner for sum deposited as security deposit.
- 3.4.4 If the Owner is of the opinion that the total contract value as specified in the Letter of Acceptance does not correctly reflect the total contract value by virtue of an increase in rates, quantities or works or for any other cause whatsoever, the Owner may issue a revised estimate of the total contract value for the purpose of Security Deposit, and on issue of such revised estimate to the contractor in writing, such revised estimate shall be deemed to be the total contract value for purposes of Security Deposit as specified in the Letter of Acceptance.
- 3.4.5 If during the performance of the contract by virtue of the revision in the total contract value pursuant to Clause 3.4.4 hereof, the initial Security Deposit furnished by the Contractor is less than 2% (Two percent) of the total contract value as deemed to be specified in the Letter of Acceptance, or if there is any utilization or adjustment of the Security Deposit by the Owner, the Contractor shall forthwith upon demand by the Owner, make good the shortfall in the initial Security Deposit or the amount utilized or adjusted out of the Security Deposit, as the case may be, with right in the Owner (without prejudice to any other mode of recovery) to appropriate any moneys for the time being due or becoming due to the Contractor to make good shortfall or utilization or adjustment, as the case may be.
- 3.4.6 If after the completion of the work, by virtue of an amendment in the total contract value for the purpose of Security Deposit pursuant to provisions of Clause 3.4.4 hereof or by utilization or by adjustment of the Security Deposit, the Security Deposit furnished by the Contractor is less than 10% (Ten Percent) of the total contract value as specified or as deemed to be specified for the purposes of Securities Deposit in the Letter of Acceptance, as the case may be, the Contractor shall forthwith upon the demand of the Owner, make good the shortfall, utilization or adjustment, as the case may be, with right in the Owner (without prejudice to any other mode of recovery) to appropriate any moneys for the time being due or becoming due to the Contractor to make good such shortfall.
- 3.4.7 The contractor may at any time after issue of the Completion Certificate with the permission of the Owner, substitute the security Deposit held in cash for the time being remaining unutilized in hands of the Owner, if in excess of Rs. 50,000/-, by a Bank Guarantee from a Scheduled Bank in a form prescribed by the Owner, valid for a period of not less three months after the expiry of the Defect Liability Period.

3.5.0 TIME OF PERFORMANCE

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

3.5.1 TIME SCHEDULE OF CONSTRUCTION

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

3.6.0 FORCE MAJEURE

Any delay in or failure of performance of either party hereto shall not constitute default hereunder or give to nay claims for damages if and to the extent such delays or failure of performance is caused by occurrence such as Acts of God or the Public enemy; expropriation or confiscation of facilities by Government authorities, compliance with any order or request of any Governmental authority, acts of way, rebellion or sabotage or damage resulting there from, fires, floods, explosion, riots or illegal strikes. The contractor shall keep record of the circumstances referred to above which are responsible for causing delays in the completion of work and bring these to the notice of the Engineer-in-Charge within 72 hours of alleged beginning and ending giving full particulars and satisfactory evidence in support of its claim.

3.7.0 EXTENSION OF TIME

All hindrances in execution of work shall be recorded by the contractor in a hindrance register and counter signed by the engineer-in-charge. Request for an extension of the time if any for completion of the work by the Contractor on the ground of his having been unavoidably hindered in its execution or any other grounds shall be in writing to the Engineer-in-charge within ten days of the date of hindrance (duly supported by the hindrance register) on account of which he desires such extension as aforesaid and the Engineer-In- Charge shall, if in his opinion (which shall be final) reasonable grounds have been shown therefore authorizes such extension of time as may in his opinion he necessary or proper.

3.8.0 COMPENSATION FOR DELAY

3.8.1 The time allowed for carrying out the work as entered in the Contract, shall be strictly observed by the Contractor. The work shall through out the stipulated period of the contract be proceeded with all the diligence (time being deemed to be the essence of the contract), and the contractor shall pay to Owner as compensation an amount equal

to 0.5% on the amount of the contract value for every week that the work may remain incomplete as per the time schedule subject to a maximum compensation of 7.5% of the contract value after which period other action will be taken by the Engineer-in-Charge under the provisions of the Contract.

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

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

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

3.9.0 RIGHTS OF OWNER TO FORFEIT SECURITY DEPOSIT

Whenever any claim against the contractor for the payment of a sum of money arises out of or under the Contract, Owner shall be entitled to recover such sum by appropriating in part or whole, the security deposit of the contractor, and to sell government securities, etc., forming whole part of such security. In the event of the security being insufficient, then the balance or the total sum recoverable, as the case may be, shall be deducted from any sum then or which at any time there after may become due to the Contractor under this or any other contract with Owner and should this be not sufficient to cover the recoverable amount the contractor shall pay to Owner on demand the balance remaining due.

3.10.0 ACTION WHEN WHOLE OF SECURITY DEPOSIT IS FORFEITED

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

- a) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence) in which case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of Owner.

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

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

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

In any case in which any of the powers conferred upon Owner by clause 3.10 thereof shall have become exercisable and the same had not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such power shall notwithstanding be exercisable in the event of any future case of default by the contractor for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit, and the liability of the contractor for past and future compensation shall remain unaffected. In the event of Owner putting in force the power under sub-clause (a), (b) or (c) vested in it under the preceding clause, Owner may, if it so desires, take possession of all or any tools; plant materials and stores in or upon the works or the site thereof or belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account at the contract rates or in case of these not being applicable in current market rates to be certified by Engineer-in-charge whose certificate thereof shall be final, otherwise the Engineer-in-Charge may give notice in writing to the contractor or his clerk of the works, foremen or other authorized agent requiring him to remove such tools, plant materials or stores

from the premises (within a time to be specified in such notice), and in the event of the contractor failing to comply with any such requisition, the Engineer-In-Charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and at his risk in all respects without any further notices as to the date, time or place of sale and the certificate of the Engineer-in-Charge as to expenses of any such removal and the amount of the proceeds & expenses of any such sale shall be final and conclusive against the contractor.

3.12.0 OWNER NOT BOUND BY PERSONAL REPRESENTATION

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

3.13.0 CHANGE IN CONSTITUTION:

Where the contractor is a partnership firm the previous approval, in writing, of Owner shall be obtained before any change is made in the constitution of the firm, where the contractor is an individual or a Hindu undivided family business concern, such approval as aforesaid shall, likewise be obtained before such contractor enters into any agreement with other parties.

Where under, the reconstituted firm would have the right to carry out the work hereby undertaken by the contractor. In either case if previous approval as aforesaid is not obtained, the contract shall be deemed to have been allotted in contravention of clause 3.19 hereof and the same action may taken and the same consequence shall ensure as provided in the said clause.

3.14.0 IF THE CONTRACTOR DIES

Without prejudice to any of the rights or remedies under this contract, if the contractor, in case of a Proprietary / partnership / firm, dies, Owner shall have the option of terminating the contract without compensation to the contractor.

3.15.0 MEMBERS OF OWNER AND THE OWNER NOT INDIVIDUALLY LIABLE:

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

3.16.0 CONTRACTOR'S OFFICE AT SITE:

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

3.17.0 CONTRACTOR'S SUBORDINATE STAFF AND THEIR CONDUCT:

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

- e) If and when required by Owner all contractor's personnel entering upon the premises shall be properly identified by badges of a type acceptable to Owner which must be worn at all times on the premises of the company and all work sites.

3.18.0 SUBLETTING OF WORK

- a) No part of the contract nor any share of interest therein shall in any manner or degree be transferred, assigned or sublet by the contractor directly or indirectly to any person, firm or corporation whomsoever except which are specialized in nature as provided for in the succeeding sub-clause, without the consent in writing of the Engineer-in-charge.

- b) The Engineer-in-charge after obtaining approval from the Owner may give written consent to sub-contract for the execution of any part of the works which are specialized in nature at the site, being entered into by the contract or provided each individual sub contract is submitted to the Engineer-in-Charge before being entered into and is approved by him.

- c) **List of Sub-Contractors to be supplied**

At the commencement of every month the contractor shall supply to the Engineer-in-Charge list of all subcontractors or other persons or firms engaged by the contractor and working at the site during the previous month with particulars of the general nature of the sub-contractors or works.

- d) **Contractor's Liability not limited by subcontractors**

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

- e) **Owner may Terminate Subcontractors :**

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

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

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

3.19.0 POWER OF ENTRY

If the contractor shall not commence the works in the manner previously described in the contract documents or if he shall at any time in the opinion of the Engineer-in-charge.

- a) Fail to carry on the works in conformity with the contract documents, or
- b) Fail to carry on the works in accordance with the time schedule, or
- c) Substantially suspend work or the works for a period of fourteen days without authority from the Engineer-in-charge, or
- d) Fail to carry on and execute the works to the satisfaction of the Engineer-in-Charge, or
- e) Fail to supply sufficient or suitable constructional plant, temporary works, labour, materials or things, or
- f) Commit or suffer, or permit any other breach of any of the provisions of the contract on his part to be performed or observed or persist in any of the above mentioned breaches of the contract for fourteen days, after notice in writing shall have been given to the contractor by the Engineer-in-charge requiring such breach to be remedied, or
- g) If the contractor shall abandon the works, or
- h) If the contractor during the continuance of the contract shall become bankrupt, make any arrangements or composition with his creditors, or permit any execution to be levied or go into liquidation whether compulsory, or voluntary (not being merely a voluntary liquidation for the purpose of amalgamation or reconstruction).

Then, in any such case, the Owner shall have the power to enter upon the works and take possession thereof and of the materials, temporary works, constructional plant, and stock thereon, and to revoke the contractor's license to use the same, and to complete the works by his agents, other contractors, or workmen, or to relet the same upon any terms and to such other person, firm or corporation as the Engineer-in-Charge in his absolute discretion may think proper to employ, and for the purpose aforesaid to use or authorize the use of any materials, temporary works, constructional plant, and stock as aforesaid, without making payment or allowance to the contractor for the said materials other than such as may be certified in writing by the Engineer-in-Charge to be reasonable, and without making any payment or allowance to the

contractor for the use of the said temporary works, constructional plant and stock or being liable for any loss for damage there to, and if the Owner shall be reason of his taking possession of the works or of the works being completed by other contractor (due account being taken of any such extra work or works which may be omitted) than the amount of such excess as certified by the Engineer-in-Charge shall be deducted from any money which may due for work done by the contractor under the contract and not paid for any deficiency shall forthwith be made good and paid to Owner by the contractor and Owner shall have power to sell in such manner and for such price as Owner may think fit and or any of the constructional plant, materials etc.,; Construction by or belonging to and to recoup and retain the said deficiency or any part there of out of the proceed of the sale.

3.20.0 MAIN CONTRACTOR'S RESPONSIBILITY WITH OTHER AGENCIES :

Without repugnance to any other condition, it shall be the responsibility of the main contractor executing the works under this contract to work in close cooperation and coordinate the work with the mechanical, electrical, air-conditioning and inter communication contractors and all other agencies or their authorized representatives, in providing the necessary grooves, recesses, cutouts and opening etc.: in walls, slabs, beams and columns etc as per the drawings approved by the Engineer-in-charge and making good the same to the desired finish as per specifications for the placement of electrical, intercommunications, cables, conduits, air-conditioning, pipes, ducts and inlets & outlets grills and other equipment etc. where required. No extra remunerations shall be payable on this account.

For the above said requirements in false ceiling and other partitions, the main contractor, before starting up the works shall in consultation with the electrical, - mechanical, intercommunication, air-conditioning, lift contractor and all other agencies prepare and put up a joint scheme, showing the necessary openings, grooves, recesses, cuts the methods of fixing required for the works of the aforesaid, and the finishes therein, to the Engineer-in-Charge, and get the approval. The main contractor before finally submitting the scheme to the Engineer-in-Charge, shall have the written agreement of the other agencies. The Engineer-in-charge before communications, shall get the final agreement of all the agencies, which shall be binding. No claim shall be entertained on account of the above.

3.21.0 OTHER AGENCIES AT SITE:

The contractor shall have to execute the work in such place and condition where other agencies will also be engaged for other works. No claim shall be entertained due to work being executed in the above circumstances.

3.22.0 NOTICES :

Any notice hereunder may be served on the contractor or his duly authorized representative at the job site or may be served by registered, mail direct to the address furnished by the having been duly informed of all the contents therein.

3.23.0 RIGHTS OF VARIOUS INTERESTS

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

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

3.24.0 DETERMINATION & TERMINATION OF CONTRACT

3.24.1 Right of Owner to Determine & Terminate Contract

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

3.24.2 Mutual Rescission

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

3.24.3 Bankruptcy

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

3.24.4 Determination & Termination of Contract

Subject to other provisions contained in this clause, the Owner through the Engineer-in-Charge may, without prejudice to his any other rights or remedy against the Contractor in respect of any delay, inferior workmanship, any claims for damaged and / or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

- i) If the contractor having been given by the Engineer-in-Charge notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer-in-charge.
- iii) If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge.
- iv) If the contractor persistently neglects to carry out his obligations under the contract and / or commits default in complying with any other terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-charge.

When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge with Owner approval shall have powers:

- a) To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination or rescission the full security deposit recoverable under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Owner. If any portion of the Security Deposit has not been paid or received, it would be called for and forfeited.
- b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof as shall be un-executed out of his hands and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Engineer-in-Charge shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by Owner under his contract or on any other account whatsoever or from his security deposit or

the proceeds of sales thereof or a sufficient part thereof as the case may be. If the expenses incurred by the department are less than the amount payable to the contractor at his agreement rates, the difference shall not be paid to the contractor.

In the event of anyone or more of the above courses being adopted by the Engineer-in-Charge the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-In-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

3.25.0 PATENTS, ROYALTIES AND LIENS

- 3.25.1 The contractor, if licensed under any patent covering equipment, machinery, materials compositions of matter to be used or supplied or methods and processes to be practiced or employed in the performance of this contract, agrees to pay all royalties and license fees which may be due with respect thereto, If any equipment, machinery, materials, composition of matters, to be used or supplied or methods or processes to be practiced or employed in the performances of this contract is covered by a patent, then the contractor, before supplying or using the equipment machinery, materials, composition, method or process, shall obtain such licenses and pay such royalties and license fees as may be necessary for performance of this contract. In the event the contractor fails to pay any such royalty or obtain any such license any suit for infringement of such patents which is brought against the contractor or Owner as a result of such failure will be defended by the contractor at his own expenses and the contractor will pay any damage and costs awarded in such suit. The contractor shall promptly notify Owner if contractor has acquired knowledge of any plant under which a suit for infringement could be reasonably brought because of the use by Owner of any equipment, machinery, materials, composition, process, methods to be supplied hereunder.
- 3.25.2 The contractor agrees to and does hereby grant to Owner together with the right to extend the same to any of the subsidiaries of Owner as irrevocable, royalty-free license to use in any country: any invention made by the contractor or his employee in or as a result of the performance of the work under the contract.
- 3.25.3 Owner shall indemnify and save harmless the contractor from any loss of account of claims against contractor for the contributory infringement of patent rights arising out and based upon the claim the use by Owner of the process included in the design prepared by Owner and used in the operation of the plant infringes on any patent rights. With contractor pursuant to the provisions of the relevant clause hereof the contractor shall obtain from the sub-contractor an undertaking to provide Owner with the same patent protection that contractor is required to provide under the provisions of this clause.

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

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

3.25.6 **LIENS**

- a. If, at any time, there should be evidence of any lien or claim for which Owner might have become liable and which is chargeable to the contractor, Owner shall have the right to retain out of any payment then due or thereafter becomes due an amount sufficient to completely indemnify Owner against such lien or claim and if such lien or claim be valid Owner may pay and discharge the same and deduct the amount so paid from any money which may be or any become due and payable to the contractor. If any lien or claim remaining unsatisfied after all payments are made, the contractor shall refund or pay to Owner all moneys that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses.
- b. The final payment shall not become due until the contractor delivers to the Engineer-in-Charge as complete release or waiver of all liens arising or which may arise out of this agreement or receipts in full or certification by the contractor in a form approved by Engineer-in-Charge that all invoices for labour, materials and services have been paid in lien thereof and if required by the Engineer-in-Charge in any case, an affidavit that so far as the contractor has knowledge or information the releases and receipts include all the labour and material for which a lien could be filled.
- c. Contractor will indemnify and hold Owner harmless for a period of two years after the issue of final certificate from all liens and other encumbrances against Owner on account of debts or claims alleged to be due from the contractor or his sub-contractor to any person including subcontractors and on behalf of Owner will defend at his own expenses any claim or litigation in connection therewith contractor shall defend or contest at his own expenses any fresh claim or litigation brought against Owner or the Contractor by person including even after the expiry of two years from the date of issue of final certificate.

d. Contractor shall indemnify and save harmless Owner from and against all actions, suits proceedings, losses, costs damages, charges claims and demands of every nature and description brought or recovered against Owner by reason of any act or omission of the Contractor, his agents or employees in the execution of the work or in regarding the same. All sums payable by way of compensation to be applied to the use of Owner without references to the actual loss or damage sustained and whether or not any damage shall have been sustained.

e. **PUBLICITY**

Contractor will not disclose details of the work to any person or persons except those engaged in its performance, and only to the extent required for the particular portion of the work being done.

Contractor will not give any items concerning details of the work to the press or a news dissemination agency without prior written approval from Engineer-in-Charge. Contractor shall not take any picture on site without specified written approval of Owner representative.

3.26.0 OPERATION OF CONTRACT

3.26.1 Law Governing

Regardless of the place of contracting, place of performance or otherwise, this agreement, and all amendments modifications, alterations, or supplements thereto shall be governed by the law of Indian and particularly the State of Assam.

3.26.2 Non-waiver of Defaults

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

4.0.0 PERFORMANCE OF WORK:

4.1.0 EXECUTION OF WORKS

4.1.1 All the works shall be executed in strict conformity with the provisions of the contract documents and with such explanatory detailed drawings, specifications and instructions as may be furnished from time to time to the contractor by the Engineer-in-Charge whether mentioned in the contract or not. The contractor shall be responsible for ensuring that works throughout are executed in the most substantial proper workman like manner with the quality of material and workmanship in strict accordance with the specifications and to the entire satisfaction of the Engineer-in-Charge.

4.1.2 Wherever it is mentioned in the specifications that the contractor shall perform certain work or provide certain facilities/materials, it is understood that the contractor shall do so at his cost.

4.1.3 The materials, design and workmanship shall satisfy the relevant Indian standards, the job specifications contained herein and codes referred to. Where the job specifications stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.

4.2.0 **COORDINATION AND INSPECTION OF WORK**

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

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

4.3.1 Work has to be executed during normal working hours on weekdays only. Normally work in the night, on Sunday and other holidays observed by Owner will not be permitted. However, contractor should be prepared to work two or three shifts per day, if so required by Engineer-in-Charge without any extra cost over the quoted rates. If at any time the contractor wants to work more than one shift or on Sunday or beyond normal working hours, he shall get the approval of Engineer-in-Charge at least 24 hours before hand. Refusal by Engineer-in-Charge at any time for such extension of working hours shall not constitute any claim for compensation or extension of time of completion.

4.3.2 The execution of the work may entail working in the monsoon season also. The contractor must maintain the required labour force as may be required for the job plan and execute the construction and erection according to the prescribed schedule. No extra rate will be considered for such work in monsoon.

4.3.3 During monsoon and other period, it shall be the responsibility of the contractor to keep the construction work site free from water at his own cost. He should also provide necessary equipment (like dewatering pumps, tarpaulins for cement etc.) so as to be readily available at work site, for which no extra payment will be made.

4.3.4 The contractor must arrange for the placement of workers in such a way that the delayed completion of the work or any part thereof for any reason whatsoever will not affect their proper employment. Owner will not entertain any claim for idle time payment whatsoever.

4.4.0 **DRAWINGS**

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

4.4.1.1 General drawings and working drawings CD for the work are attached with tender. The contractor will be deemed to have studied the drawings and formed an idea about the work involved. Shop floor drawings on the basis of which actual execution is to proceed, will be finished by the contractor from time to time during the progress of work and got approved by Engineer-in-charge.

4.4.1.2 The contractor shall be deemed to have gone through the drawings supplied to him and the specifications thoroughly and carefully and in conjunction with all other connected drawings and bring to the notice of the Engineer-in-Charge discrepancies, if any, therein before actually carrying out the work. Copies of all detailed working drawings / shop floor drawings relating to the works shall be kept at the contractor's office on the site and shall be made available to the Engineer-in-Charge at any time during the contract. The drawings shall be returned to the Owner on completion of the works. Reference is also invited to Cl. 3.25.4 & 3.25.5 above regarding drawings and other documents.

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

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

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

4.4.2.3 Unless otherwise required at least 3 (three) sets of all approved plans / drawings / designs prepared by the Contractor, together with similar sets of all revisions / amendments / modifications therein shall be lodged with the Owner for the record of the Owner, such sets of plans / drawings / designs to be signed by contractor and to

indicate thereon the number and date of each revision / amendment and of the communication, of the Owner of any other agency appointed by the Owner for or relative to the approval thereof.

4.5.0 SETTING OUT WORKS

4.5.1 The Engineer-in-charge shall furnish the contractor with only the four corners of the work site and a level bench mark. The contractor shall set out the work and shall provide an efficient staff for the purpose and shall be solely responsible for the accuracy of such setting out. All markings and guidelines shall be done with paint where so require.

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

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

4.5.4 Pillars bearing geodetic marks located at the sites of unit of works under construction should be protected and fenced by the contractor.

4.5.5 On completion of works, the contractor must submit the geodetic documents according to which the work was carried out.

4.6.0 RESPONSIBILITY FOR LEVEL AND ALIGNMENT

The contractor shall be entirely and exclusively responsible for the horizontal and vertical alignment, the levels and correctness of every part of the work and shall rectify effectually the errors or imperfections therein. Such rectification shall be carried out by the contractor, at his own cost, when instructions are issued to that effect by the Engineer-in-Charge.

4.7.0 MATERIALS TO BE SUPPLIED BY CONTRACTOR

- 4.7.1 The contractor shall procure, properly store and provide the whole of the materials required for the constructions including reinforcement, cement and other building materials, tools, tackle, construction plant and equipment for the completion of the works except the materials which will be issued by Owner and shall make his own arrangements for procuring such materials and for the transport thereof.
- 4.7.2 Owner will insist on the procurement of materials which bear BIS stamp and / or which are supplied by reputed suppliers borne on approved list. All materials procured should meet the specifications given in the tender document. The Engineer-in-charge may, at his discretion, ask for samples and test certificates for any batch of any materials procured. Before procuring, the contractor should get the approval of Engineer-in-Charge for any material to be used for the works.
- 4.7.3 Manufacturer's certificates shall be submitted for all materials supplied by the contractor. If however, in the opinion of Engineer-In-Charge any test are required to be conducted on the material supplied by the contractor, these will be arranged by the contractor promptly at his own cost.
- 4.7.4 The contractor shall maintain record of all materials brought to site and periodically put to use and produce such stock registers to the Engineer-in-Charge on demand.

4.8.0 STORES SUPPLIED BY OWNER :

If the specification of the work provides for the use of any material of special description to be supplied from Owner stores or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-Charge, such materials and stores, and price to be charged therefore as herein after mentioned being so far as practicable for the convenience of the contractor, but not so the meaning of the effect of this contract specified in the schedule of memorandum hereto annexed, the contractor shall be bound to purchase and shall be supplied such materials and stores as are from time to time required to be used by him for the purpose of the contract only. The sums due from the contractor for the value of material supplied by Owner will be recovered from the running account bills on the basis of the actual consumption of materials in the work covered and for which the running account bill has been prepared. After the completion of the works, however, the contractor has to account for the full quantity of materials supplied to him as per relevant clauses in this document.

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

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

4.9.0 CONDITIONS FOR ISSUE OF MATERIALS

- 4.9.1 Materials specified as to be issued by Owner will be supplied to the contractor by Owner from its stores. It shall be the responsibility of the contractor to take delivery of the materials and arrange for its loading, transport and unloading at the site of work at his own cost. The materials shall be issued between the working hours and as per rules of Owner as framed from time to time.
- 4.9.2 The contractor shall bear all incidental charges for the storage and safe custody of materials at site after these have been issued to him.
- 4.9.3 Materials specified as to be issued by Owner shall be issued in standard sizes as obtained from the manufactures.
- 4.9.4 The contractor shall construct suitable godowns at the site of work for storing the materials safe against damage by rain, dampness, fire theft, etc., establishment for the purpose and shall provide necessary Security Guards at his cost.
- 4.9.5 It shall be duty of the contractor to inspect the materials supplied to him at the time of taking delivery and satisfy himself that they are in good condition. After the materials have been delivered by Owner, it shall be the responsibility of the contractor to keep them in good condition and if the materials are damaged or lost, at any time, they shall be repaired and / or replaced by him at this own cost according to the directions of the Engineer-in-Charge.
- 4.9.6 Owner shall not be liable for delay in supply or non-supply of any material, which Owner has undertaken to supply where such failure or delay is due to natural calamities, act of enemies, transport and procurement difficulties and any circumstances beyond the control of Owner. In no case, the contractor shall be entitled to claim any compensation or loss suffered by him on this account.
- 4.9.7 It shall be the responsibility of the contractor to arrange in time all materials required for the works other than those to be supplied by Owner, if in the opinion of the Engineer-in-Charge the execution of the work is likely to be delayed due to the contractor's inability to make arrangements for supply of materials which normally he has to arrange for, the Engineer-in-charge shall have the right at his own discretion to issue such materials if available with Owner or procure the materials from the market or elsewhere and the contractor will be bound to take such materials at the rate decided by the Engineer-in-Charge.

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

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

4.10.0 MATERIALS OBTAINED FROM DISMANTLING

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

4.11.0 ARTICLES OR VALUE FOUND

All gold, silver and other minerals of any description and all precision stones, coins, treasure, relics, antiquities and other similar things which shall be found in under or upon the site shall be the property of Owner and the contractor shall only preserve the same to the satisfaction of the Engineer-in-Charge and shall from time to time deliver the same to such person or persons indicated by the Engineer-in-Charge.

4.12.0 DISCREPANCIES BETWEEN INSTRUCTIONS:

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

4.13.0 ALTERATIONS IN SPECIFICATIONS AND DESIGNS & EXTRA WORK

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

The rates for such additional altered or substituted work under this clause shall be worked out in accordance with the following provisions.

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

- ii. If the rates for the additional, altered or substituted work are not specifically provided in contract for work, the rates will be derived from the rates for similar class of works as are specified in contract for work. The opinion of the Engineer-in-Charge as to whether or not the rates can be reasonably so derived from the items in this contract will be final and binding on contractor.
- iii. If the rates for the altered, additional or substituted work cannot be determined in the manner specified in the sub-clause (i) & (ii) above, then contractor shall, within seven (7) days of the date of receipt of order to carry out work, inform the Engineer-in-Charge of the rate which is his intention to charge for such class of work, supported by analysis of the rate of rates being claimed, prepared in accordance with CPWD DSR and norms for analysis of rate, and the Engineer-in-Charge shall determine the rate or rates on the basis of the issue rate for materials issued by Owner, prevailing market rates of other materials, component as per CPWD DSR and labour cost at schedule of labour plus Fifteen percent (15%) thereon to convert contractor's supervision taxes overheads and profit and pay the contractor accordingly. As to the current market rates of materials and the quantum of labour involved per unit measurement the contractor shall submit documents like paid bills, competitive bids taken before placing orders, the decision of the Engineer-in-Charge will be final and binding on contractor.

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

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

Lumpsum Job work (if any) specified to be done within the Contract, shall also allow for any increase or decrease in the total quantity of work unto approximately twenty five percent (25%) of the quoted price and the contract value shall be adjusted accordingly based on item wise or work wise schedule of rates suitable for evaluating the value of the work done & preparing running account bills, provided by contractor.

4.14.0 ACTION WHERE NO SPECIFICATION IS ISSUED

In case of any class of work for which there is no such specification supplied by Owner as is mentioned in the tender documents such work shall be carried out in accordance with Bureau of Indian Standard (BIS) Specifications / CPWD

Specifications where both specifications do not cover the same, the work should be carried out as per standard Engineering practice subject to the approval of the Engineer-in-Charge.

4.15.0 ABNORMAL RATES

The contractor is expected to give his offer after careful analysis of cost involved for the performance of the each completed item, considering all specifications drawings and condition of contract. In case it is noticed that the offer by the tenderer is unusually high or unusually low and that the rates of individual items are not self supporting, it will be sufficient cause for the rejection of the tender unless Owner is convinced about the reasonableness of the offer on scrutinizing the analysis for such offer to be furnished by the tenderer on demand.

4.16.0 INSPECTION OF WORKS

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

4.16.2 No material or construction equipment shall be dispatched from the Manufacturers / Contractor's stores before obtaining the approval in writing of the Engineer-in-Charge. The contractor shall arrange for factory inspection / testing of all major items of material / equipments namely, curtain glazing, glass pyramid etc., at the manufacturers works at his cost. The travel cost of the inspection team outside Gawahati limits will be borne by the Employer. The contractor is to provide at all times during the progress of the work and the maintenance period proper means of access with ladder, gangways etc., and the necessary attendance to move and adopt as directed for inspection or measurement of the works by Engineer-in-Charge.

4.17.0 ASSISTANCE TO THE ENGINEER

The contractor shall make available to the Engineer-in-Charge or his authorized representative free of cost all necessary instruments and assistance in checking of setting out works in the checking of any works made by the contractor for the purpose of setting out and taking measurements of work. He shall also provide all instruments

and labour free of cost for testing and inspection of all works either under progress or on completion.

4.18.0 TESTS FOR QUALITY OF WORKS

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

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

4.19.0 SAMPLES

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

4.20.0 ACTION AND COMPENSATION IN CASE OF BAD WORK

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

4.21.0 SUSPENSION OF WORKS

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

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

4.22.0 OWNER MAY DO PART OF WORK

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

4.23.0 POSSESSION PRIOR TO COMPLETION

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

4.24.0 TWELVE MONTHS PERIOD OF LIABILITY FROM THE DATE OF ISSUE OF COMPLETION CERTIFICATE

4.24.1 The Contractor shall maintain the work for a period of 12 months from the date of completion and if any damage shall happen to the work while in progress or after completion for any cause whatsoever or any inspection or defects become apparent either in the materials supplied by the contractor or in the workmanship within a period of 12 months from the date of issue of Completion Certificate, the contractor shall make the same good at his own expenses or in default, the Engineer-in-Charge may cause the same to be made good by other workmen and deduct expenses (of which certificates of the Engineer-in-Charge shall be final) from any sums that may

be then or at any time thereafter become due to the contractor or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof.

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

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

4.24.3 Defects Prior to Taking Over

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

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

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

Owner shall be at liberty to use the works where certificate has not been issued, provided that the works or the portion thereof so used as aforesaid shall be reasonably capable of being used and that the contractor shall be afforded reasonable opportunity for completing these works for the issue of Completion Certificate.

4.24.4 **DEFECTS AFTER TAKING OVER**

In order that the contractor could obtain a completion certificate he shall make good with all possible speed any defect arising from the defective materials supplied by the contractor that may have been noticed or developed after the works or group of the work has been taken over the period allowed for carrying out such work will be normally one month.

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

5..0.0 **CERTIFICATES AND PAYMENTS**

5.1.0 **CONTRACTORS REMUNERATION**

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

5.1.2 **Rate to be inclusive**

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

5.1.3 **Rate to cover constructional plant, material, labour etc.**

Without in any way limiting the provisions of the proceeding sub-clause, the rate shall be deemed to include and cover the cost of all constructional plant, temporary works (except as provided for herein) pumps, materials, labour, insurance, fuel, stores and appliances to be supplied by the contractor and all other matters in connection with each item in every respect maintained and as shown on described in the contract documents or as may be ordered in writing during the continuance or the contract.

5.1.4 **Rate to cover royalties, rent and claims**

The rate shall be deemed to include and cover the cost of all royalties and fees for all articles, process, protected by letter, patent or otherwise incorporated in or used in connection with the works, also all royalties, rents and other payments in connection with obtaining materials of whatsoever kind of the works and shall include an indemnity to Owner which the contractor hereby give against all actions, proceedings, claims, damages, costs and expenses arising from the incorporation or the use of the works of any such articles, process or materials. Octroi or other Municipal or local Board charge, if levied on materials, equipment or machinery to be brought to site and removed from site for use on work or after completion of the work, shall be borne by the contractor.

5.1.5 **Rate to cover taxes and dues**

No exemption or reduction of customs duties, excise duties, sales tax or any other duties, transport charges, stamp duties of Central or State Government or other body including one company or dues, taxes or charges (from or of any other body including the company), whatsoever will be granted or obtained all of which expenses shall be deemed to be included in and cover by the rate. The contractor shall also obtain any pay for all permits, or other privileges necessary to complete work.

5.1.6 **Rate to cover risks of delay**

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

5.1.7 **Rate cannot be altered**

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

For lump sum job work the payment will be made according to the element of work actually carried out, for which purpose an item wise or work wise yardstick of payment and schedule of rates prepared by the Architect will be followed for evaluating the value of work done and preparing running accounts bill.

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

5.2.1 i.) **Measurement**

All measurements shall be in metric system. All the works in progress will be jointly measured by the authorized agents of contractor & owner progressively. Such

measurement will be got recorded in the measurement book by the Engineer-in-Charge or his authorized representative and signed in token of acceptance by the contractor or his authorized representative.

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

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

ii) **Billing**

The contractor will submit a bill in approved proforma to the Engineer-in-Charge of the work giving abstract and detailed measurements for the various items executed during a month, before the expiry of the first week of the succeeding month.

iii) **Dispute in Mode of Measurement**

In case of any dispute as to the mode of measurement not covered by the contract to be adopted for any item of work, mode of measurement as decided by Engineer-in-charge shall be followed.

5.3.0 **LUMP-SUMS IN TENDER**

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

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

All running account payments shall be regarded as payment by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-executed or be considered as admission of the due performance of the contract, of any part thereof, in this respect, or of the accruing of any claim by the contractor, or any part thereof, in this respect, or of the accruing of any claim by the contract, nor shall it conclude, determine or affect in any way, the powers of the Owner under these condition or any of them as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or affect the contract.

The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work. Otherwise, the Engineer-in-Charge's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

5.5.0 NOTICE OF CLAIMS FOR ADDITIONAL PAYMENT

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

- 5.5.5 No claim(s) shall on any account be made by the Contractor after the Final Bill, with the intent the Final Bill prepared by the Contractor shall reflect and all claims whatsoever of the contractor against the Owner arising out of or in connection with the Contract or work performed by the Contractor thereunder or relation thereto, and the Contractor shall notwithstanding any enabling provision in any law or contract and notwithstanding any claim in quantum merit that the Contractor could have in respect thereof, be deemed to have waived any and all such claims not included in the Final Bill and to have absolved and discharged the Owner from and against the same even if in not including the same aforesaid, the Contractor shall have acted under a mistake of law or fact.
- 5.5.6 Notwithstanding the existence of any claim by the Contractor in terms hereof or otherwise, the Contractor shall continue and be bound to continue and perform the works to completion in all respects according to the Contract unless the Contract of works be priory determined by the Owner in terms hereof and shall remain liable and bound in all respects under the contract.
- 5.5.7 The payment of any sum on account to the Contractor during the performance of any work or item of work in respect of which a claim has been notified by the Contractor in terms of Clause 5.5.1 hereof or the making or negotiation of any interim arrangements in respect of the performance of such work or item or work by the Owner, shall not be deemed to be an acceptance of the related claim by the Owner, or any part of portion thereof with the interest that any such payment shall constitute merely a facility or assistance to the Contractor, and not an obligation upon the Owner.

5.6.0 PAYMENT OF CONTRACTOR'S BILL :

No on account payment shall be made for works executed during a month if the estimated cost is less than Rs. 50.00 lacs. This contractor, on submitting the bill receive the payment after necessary deduction towards security deposit proportionate to the part thereof, approved and passed by the Engineer-in-Charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. This payment will be made after making necessary deductions as stipulated elsewhere in the contract document for materials, security deposit etc.

Payment due to the contractor shall be made by the Owner by way of Crossed "Account Payee" cheque forwarding the same to registered office or the notified office of the contractor. In no case will Owner be responsible if the cheque is mislaid or mis-appropriated by unauthorized persons. In all case, the contractor shall present his bill duly pre-receipted on proper revenue stamp.

All payment shall be made in Indian Currency.

5.7.0 RECEIPT FOR PAYMENT

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

5.8.0 COMPLETION CERTIFICATE

5.8.1 Application for Completion Certificate

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

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

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

5.8.2 Completion Certificate

Within one month of the completion of the work in all respects, the contractor shall be furnished a certificate by the Engineer-in-Charge / Owner for such completion, but no certificate shall be given nor shall the work be deemed to have been executed until all scaffolding, surplus materials and rubbish is cleaned off the site completely not until the work shall have been measured by the Engineer-in-Charge whose measurement shall be binding and conclusion.

If the contractor shall fail to comply with the requirements of this Clause on or before the date fixed for the completion of the work, the Engineer-in-Charge may at the expense of the Contractor, remove such scaffolding, surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall forthwith pay the amount of all expenses so incurred and shall have not claim in respect of any such scaffolding or surplus materials as aforesaid except for any such remaining after deducting from the amount actually realized by the sale thereof, the full expenses incurred by Owner in removal and disposal of such scaffolding, surplus material, debris, etc.

5.8.3 Completion Certificate Documents

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

- i. The Technical Documents according to which the work was carried out.
- ii. Three sets of Construction Drawings showing therein the modification and corrections made during the course of execution signed by the Engineer-in-Charge.
- iii. Completion Certificate for 'embedded' and 'covered' up works.
- iv. Certificates of tests performed for various works
- v. Certificates of final levels as set out for various works.
- vi. Material appropriation Statement for the materials issued by Owner Stores for the works and list or surplus materials returned to Owner Stores duly supported by necessary documents.

5.8.4 **Final decision and Final Certificate**

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

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

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

6.0.0 TAXES AND INSURANCE

6.1.0 TAXES, DUTIES, OCTROI ETC.

The contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all taxes, duties, octroi, royalties, levies, etc., now or hereafter imposed, increased or modified, and all sales tax duties, octroi, royalties etc. now in force and thereafter increased, imposed or modified from time to time in respect of works and materials and all contribution and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Governmental authority or other local authorities which are imposed with respect to or covered by the wage, salaries, or other compensations paid to by the persons employed by the contractor or by his subcontractor and the contractor shall be responsible for the compliance with all obligations and restrictions imposed by the Labour Law or any and the contractor further agrees to comply, and to secure the compliance of all sub-contractors, with all applicable Central, State, Municipal and local laws and regulations and requirements of any Central, Stat or Local Governmental or any other agency or authority.

Contractor further agrees to defend, indemnify and hold harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason or any violation by contractor or sub-contractor of such law, regulations or requirements and also from all claims, suits or proceedings that may be brought against Owner arising under growing out of, or by reason of the work provided for by this contract, whether brought by employees of the sub-contractor by third parties, or by Central or State Govt. authority of any administrative subdivision thereof, or other local authorities.

6.2.0 INSURANCE

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

CONTRACTORS ALL RISK (CAR) POLICY

- (a) From commencement to completion of works, the Contractor shall take full responsibility for the care of the work and for taking precautions to prevent loss or damage to the work to the maximum extent possible and shall be liable for any damage or loss that may arise to the works or any part thereof from any cause whatsoever including cause of fire, lightning, explosion, fire, earthquake, storm, hurricane, floods, inundation, subsidence, landslides, rock slides, riots (excluding civil war, rebellion, revolution and insurrection) or any latent defect or damage and shall at his own cost repair and make good the same so that all times the work shall be in good order and condition and in conformity in every respect with the requirements of the Contract.

Explanation

For the purpose of this condition this expression “from commencement to completion of works” shall mean the period starting with the date of issue of Work Order or date of handing over of site whichever is later and ending with issue of Virtual Completion Certificate.

- (b) Without limiting the obligations and responsibilities under this condition, the Contractor shall insure and keep insured the works from commencement to completion, as aforesaid, for the full contract value including Price Variation Adjustment against the risk of loss or damage for any cause whatsoever including the causes enumerated in the foregoing Clause (a). In the event of their being a variation in the nature and extent of the works, the Contractor shall from time to time increase or decrease the value of the insurance correspondingly. All the premia for the insurance shall be borne and paid by the Contractor.

The said insurance shall also provide cover for the removal of debris of the lost or damaged works. The said insurance shall be in the joint names of the Owner and the Contractor, Owner's name being mentioned first in the policies and the Contractor shall deposit with the Owner the said Policy or Policies within 15 days from issue of Work Order. All money payable by the insurer under such Policy / Policies shall be recovered by the Owner only and may be paid to the Contractor or any other agency of Owner's choice in installments for the purpose of rebuilding or replacing or repairing the works and / or goods destroyed or damaged as the case may be.

- (c) The Contractor shall at all times indemnify and keep indemnified the Owner against all losses, claim, damages or compensation including under the provision of the payment of the Wages Act 1936, Minimum Wage Act 1948, Owner's Liability Act 1938, Workman's Compensation Act 1923, the Maternity Benefit Act 1961, the Bombay Shops and Establishment Act 1947, Industrial Disputes Act 1947, and the Contract Labour (Regulation and Abolition) Act 1970 and Employees State Insurance Act 1948, Motor Vehicles Act 1988 or any modifications thereof or under law relating thereto and rules made there under from time to time or as a consequence of any accident or injury to any workman or other person in or about the work whether in the employment of the Owner or Contractor or not, and also against all costs, charges and expenses of any suit, action or proceedings whatsoever out of such accident or injury or combination of any such claims.
- (d) Before commencing the work, the Contractor shall without limiting his obligations and responsibilities under this condition, insure against any loss of life or injury to any personnel in the employment of Contractor / Sub-Contractor / nominated Sub-Contractor For this purpose an insurance shall be taken by the Contractor /Sub-Contractor. Such an insurance shall be taken to include both employees / workmen covered by the Workman's Compensation Act 1923, as well those employees / workmen not covered by the said Act. Separate insurance policies may be taken for employees / workmen covered by Workman's Compensation Act 1923, and employees workmen not covered

by the said Act. All the premia shall be paid by the Contractor. Policy / Policies taken under this Para for the personnel in employment with the Contractor / Sub-Contractor may be in their Owner's names of the Contractor / Sub-Contractor / nominated Sub-Contractors. In the event of any loss or injury to personnel in employment with the Contractor / Sub-Contractor / nominated Sub-Contractors, the Employees and Contractor shall recover directly from the Insurance Company and ensure that payment of the same is made to the affected parties including Owner. The policy in original shall be deposited with the Owner.

- (e) The Contractor shall at all times indemnify and keep indemnified the Owner against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out or in consequence of the construction and maintenance of the work and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto. Before commencing the execution of the works, the Contractor shall without in any way limiting his obligations and liabilities under this condition, insure at his cost and expense against any damage or loss or injury which may be caused to any person or property including the Employee or servants of the Owner and the Consultants and their property by or in the course of the execution of the works. Such insurance to be known as the Third Party Insurance shall be in a sum equivalent to two percent of the contract value of the work. The Insurance policy to be so obtained by the Contractor shall be deposited by the Contractor with the Owner within fifteen days of its issue by the insurer.
- (f) The Contractor shall provide the Owner with documentary evidence from time to time, that he has taken all the insurance policies mentioned in the foregoing paragraphs and that he has paid the necessary premia for keeping the policies valid till the works are completed and handed over to Owner.
- (g) The Contractor shall ensure that similar insurance policies are taken out by his Sub-Contractors or nominated Contractors, if any. The Contractor shall be responsible to the Owner or to any other person for any claim or loss resulting from the failure of the Sub-Contractors or nominated Sub-Contractors to obtain such insurance policy. While taking the insurance policies, Contractor should indicate clearly to the insurance companies that policies issued shall cover their Sub-Contractors and nominated Sub-Contractors also.
- (h) If the Contractor and / or his Sub-Contractor or nominated Sub-Contractor, if any, shall fail to effect 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 in any such case, the Owner may, without being bound to effect and keep in force any such insurance policy and pay such premium or premia, as may necessary for that purpose from time and deduct the amount so paid by the Owner from any money due or becoming due to the Contractor recover the same as a debt due from the Contractor.

- (i) All insurance to be effected by the Contractor, and / or his Sub-Contractors, or nominated Sub-Contractors, if any, shall be taken only with the Insurance Company to be approved by the Owner.
- (j) Without prejudice to any of its obligations and responsibilities under this condition, the Contractors shall, within 30 days from the date of the Work Order and thereafter at the end of each quarter submit a report to the Engineer-in-Charge the detailed information on the Insurance Policies together with relevant documentary evidence.
- (k) No work shall be commenced by the Contractor unless and until he has obtained the insurance or insurances required to be obtained by him under or by the foregoing clauses and no work shall be carried out or continued by the Contractor unless and until such insurance is current and valid at that time. All the receipts in original along with two photocopies thereof, for the payment of the premia shall furnished by the Contractor to the Owner. The original receipts will be returned to the Contractor after verification. The Owner reserves the right for payment for works done subject to fulfillment of this condition and shall instruct the PMC accordingly.
- (l) In the event of any claim for insurance becoming due on account of any eventuality covered by the respective insurance policy / policies, the Contractor shall reinstate the installation, replace the materials or equipments or pay compensation to the affected personnel / Employees without waiting for settlement of the claim from Insurance Company.
- (m) If the Contractor shall not perform and observe any of the duties and obligations devolving upon him hereunder, and such omission or breach by the Contractor shall involve the Owner in any liability tortuous or otherwise and / or loss or damage, the Owner shall be entitled to the restitution of such loss or damage and shall be entitled to recover the amount of restitution from any moneys due to the Contractor from the Owner under this Contract or any other Contract.
- (n) As the Owner will have a PMC, the PMC shall ensure the validity of the Insurance Policies on behalf of the Owner. The Contractors shall hand over the Insurance Policies to the Owner. Once delays are certified by the PMC, he shall have to ensure that the Insurance Policies, are progressively extended.
- (o) Car Policy shall be submitted by the Contractor prior to commencement of the work, failing which 1st R. A. payment will not be released.

i) **Employees State Insurance Act**

The contractor agrees to and does hereby accept full and exclusive liability for the compliance with obligations imposed by the Employees State Insurance Act, 1948 as amended from time to time and the Contractor further agrees to defend, indemnify and hold Owner harmless from any liability or penalty which may be imposed by Central, State or local authority by reason of any asserted violation by contractor or sub-contractor of the Employees State Insurance Act, 1948 and its amendments and

also from all claims, suits or proceedings that may be brought or by reason of the work provided for by this contract whether brought by employees of the contractor, the sub-contractor or his employees by third parties or by Central or State Govt. authority or any administrative sub-division thereof, or other local authorities.

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

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

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

ii) **Workman's Compensation & Employer's Liability Insurances**

Insurance shall be affected for all the Contractor's employees engaged in the performance of this contract. If any of the work is sublet, the Contractor shall require the sub-contractor provide Workman's Compensation and employer's responsibility insurance for the latter's employees if such employees are not covered under Contractor's Insurance. Third Party Liability of Rs. 5,00,000/- per accident shall be taken.

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

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

iv) **Automobile Liability Insurance**

Contractor shall take out an Automobile liability insurance to cover all risks to Owner for each of his vehicles plying on works of this contract and these insurance shall be valid for the total contract period. No extra payment will be made for this period. No extra payment will be made for this insurance. Owner shall not be liable for any

damage or loss not made good by the insurance company, should such damage or loss result from unauthorized use of the vehicle.

6.3.0 DAMAGE TO PROPERTY

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

7.0.0 LABOUR LAWS AND SAFETY REGULATIONS

7.1.0 LABOUR LAWS

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

7.2.0 CONTRACTOR INDEMNIFY OWNER

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

- ii) **Payment of Claims and Damages**

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

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

iv) **Employment Liability**

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

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

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

7.3.0 **HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS**

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

health and sanitary arrangements for all workers, whether of the Contractor or other agency including workers of Owner.

7.4.0 SAFETY REGULATIONS

- i) In respect of all labour, directly or indirectly employed in the work for the performance of contractor's part of this agreement, the contractor shall at his own expense arrange for all the safety provisions as per safety codes of CPWD, Bureau of Indian Standards, the Electricity Act, the Mines Act and such other Acts as applicable.
- ii) The Contractor shall observe and abide by all fire and safety regulations of Owner. Before starting construction work contractor shall consult safety Engineer or Owner and Engineer-in-Charge and must take good to the satisfaction of the Engineer-in-Charge any loss or damage due to fire to any portion of the work done or to be done under this arrangement or to any of the existing property of Owner.

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

8.0.0 ARBITRATION

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

8.1.1 Except where otherwise provided in the contract any question, dispute or difference that shall arise between Owner on the one hand and the Contractor on the other hand as to the construction, intent meaning or effect or the contract documents, designs, drawings, specifications, estimates or any one of them or as to any further drawings to be prepared or as to the application of the schedule of rates, to the measurements taken or as to the materials or the quality thereof or as to execute the same whether arising during the progress of work, or within six (6) months of completion or

abandonment thereof as to any matter or thing. Whether or the nature aforesaid or otherwise, however, arising out of or in any way relating to or connected with the contract then every such question, dispute or difference (except where otherwise herein expressly provided) shall be referred to a sole arbitrator to be appointed by the parties by mutual consent within one (1) month from the date of notice of either party requiring an arbitrator to be appointed for resolving such disputes. In the event of the parties being unable to agree to a sole arbitrator shall be appointed by the Managing Director of the Owner within one (1) month from the date of request made to him in this behalf by either party such submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration Act 1966 or any Statutory notification thereof. The award of the sole arbitrator shall be final and binding upon the parties.

The arbitration agreement between the parties clearly stipulate that the sole arbitrator shall be required to give a speaking award.

Meanwhile in order to ensure the work being proceeded with continuity, the Contractor shall (in the case of any such question, dispute of difference) act upon and effect to the order of the Engineer-in-Charge and no payment due or payable by the Owner to the Contractor or vice versa shall be withheld on account of such arbitration unless such payments are the direct subject of such arbitration proceedings.

Upon every such reference the costs incidental to the reference and award shall in first instance be incurred by respective parties and the arbitrator at his discretion may, determine the amount thereof and direct at to by whom and to whom and in what manner the same shall be finally borne and paid.

The arbitration proceedings shall be held at the place of the Co-operative Office of the Owner, only and the courts of the same place will have jurisdiction in the matter. It is also a term of contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this Clause together with the amount or amounts claimed in respect of each such dispute.

It is also a term of the Contract that if the contractor does not make any demand for arbitration within six (6) months of intimation from the Owner that the final bills is ready for payment, the claim of the Contractor will be deemed to have been waived and absolutely barred and the Owner shall be discharged & released of all the liabilities under the contract.

The decision of the Engineer-in-Charge regarding the quantum or reduction as well justification thereof in respect of rate for substandard work which may be decided to be accepted will be final and would not be open to arbitration.

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

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contract, such disputes or differences shall be referred by either party to the arbitration of one of the arbitrators in the department of public enterprises to be nominated by the Secretary to the Govt. of India in charge of the

bureau of public enterprises. The arbitration Act, 1996 shall not be applicable to the arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the law secretary or the special secretary / additional secretary when so authorized by; the law secretary whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by arbitrator.

9.0.0 SAFETY CODE-GENERAL

9.1.0 GENERAL

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

9.2.0 FIRST AID AND INDUSTRIAL INJURIES

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

9.3.0 GENERAL RULES

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

9.4.0 CONTRACTOR'S BARRICADES

9.4.1 Contractor shall erect and maintain barricades required in connection with his operation to guard or project:

- a. Excavations
- b. Hoisting areas
- c. Areas adjudged hazardous by inspector of Owner
- d. Existing property likely to be subject to damage by Contractor's operations
- e. Rail-Road unloading spots.
- f. Lift shafts, stairwells, atrium & other areas

9.4.2 Contractor's employees and those of his sub-contractor shall become acquainted with barricading practice of Owner and shall respect the provision thereof

9.4.3 Barricades and hazardous area adjacent to and along normal routes of travel shall be marked by approved type of electric rod flasher lights at night.

9.4.4 Suitable warning boards of standard traffic type shall be erected 40 m away from each road barricades as well as barricades for work spots within 2 m of road curb.

9.5.0 SCAFFOLDING

- i. Suitable scaffolding should be provided for workmen for all works that cannot be done safely from the ground or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra Mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable footholds and hand holds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1 in 4 (1 horizontal and 4 vertical).
- ii. Scaffolding or staging more than 3.5 M above the ground or floor, swing suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted and otherwise rewarded at least 1 m high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings and may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened to prevent it from swaying from the building structure.
- iii. Working platform,, gangways and stairways should be so constructed that they should not sag unduly, unequally and if the height of the platform of the gangway or the stair way is more than 3.5 m above ground level or floor level, they should be closed boarded, should have adequate width and should be suitably fastened as described in (ii) above.
- iv. Every opening in the floor of a building or in working platform be provided with suitable means prevent the fall of persons or materials by providing fencing or railing whose minimum height shall be 1 m.
- v. Safe means of access shall be provided to a platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 10 m in length while the width between the wide rails in rung ladder shall in no case be less than 300 mm for ladder unto and including 3 m in length. For longer ladders this width should be increased at least 5 mm for each additional 300 m of length. Uniform step spacing shall not exceed 300 mm. Adequate precaution shall be taken to prevent danger from electrical equipment. No materials of any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or public.

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

9.6.0 EXCAVATION AND TRENCHES

All trenches, 1.2 m or more in depth, shall at all times be supplied with at least one ladder for each 30 mm length or fraction thereof.

Ladder shall be extended from bottom of the trench to at least 1 Mtr. above the surface of the ground. The side of the trenches which are 1.5 m or more in depth shall be stepped back to give suitable slope, securely held by timber bracing, so as to avoid the edge of the trench or the trench depth whichever is more. Cutting shall be done from top to bottom with proper slopes. Under no circumstances undermining or undercutting be done.

9.7.0 DEMOLITION

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

- (a) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
- (b) No Electric cable or apparatus which is liable to be a source of danger shall remain electrically charged.
- (c) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so over loaded with debris or material as to render it unsafe.

9.8.0 SAFETY EQUIPMENT

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

- (a) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective gloves.
- (b) Those engage in white washing and mixing or stacking of cement bags or any materials which are injurious to the eyes shall be provided with protective goggles.
- (c) Those engaged in welding and cutting works shall be provided with protective face and eye-shields, hand gloves etc.
- (d) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficient safe intervals.
- (e) When workers are employed in sewer and manholes, which are in use, the contractor shall ensure that the manhole covers are opened and are ventilated

at least for an hour before the workers are allowed to get the manholes, and the manholes so opened shall be cordoned off with suitable railing and provide with warning signals or boards to prevent accident to the public.

- (f) The Contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Whenever men above the age of 18 years are employed on the work of lead painting, the following precautions should be taken.
- (1) No paint containing lead or lead product shall be used except in the form of past or ready made paint.
 - (2) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a suitable having lead paint dry rubbed and scrapped.
 - (3) Overall shall be supplied by the contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash during on cessation of work.

9.9.0 RISKY PLACES

When the work is done near any place where there is risk of drowning all necessary safety equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

9.10.0 HOISTING EQUIPMENT

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

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

9.11.0 ELECTRIC EQUIPMENT

Motors, Gearing, Transmission, Electric Wiring and other dangerous parts of hoisting appliance should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum risk of accident descent of the load. Adequate precaution should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations, which are already energized, insulating mask wearing apparels, such as gloves, sleeves, boots, and insulated tools as may be necessary should be provided. The workers shall not wear any rings, watches and carry keys or other materials, which are good conductors of electricity

9.12.0 MAINTENANCE OF SAFETY DEVICES

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

9.13.0 DISPLAY OF SAFETY INSTRUCTIONS

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

9.14.0 ENFORCEMENT OF SAFETY REGULATIONS

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

9.15.0 NO EXEMPTIONS

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

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

SPECIAL

CONDITIONS

OF

CONTRACT

SPECIAL CONDITIONS OF CONTRACT

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I. SPECIAL CONDITIONS OF CONTRACT

1.0 GENERAL :

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

- iii) Special Conditions of Contract
- iv) Job Specifications / CPWD Specifications
- v) Drawings
- vi) General Conditions of Contract
- vii) Indian Standard / Technical / Material Specifications.

2.0 LOCATION OF SITE AND SITE PARTICULARS

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

3.0 WATER AND POWER

No Water and Electricity for construction shall be provided to the Contractor by the Owner. Contractor shall make his own arrangement for procurement, consumption, maintenance etc. and deposit all charges fee etc. to the Municipal Authorities for obtaining water & power connection for construction purpose.

3.1 Water

Contractor shall make his own arrangement for water, required for construction. However, if the water is provided to the contractor by the Owner from their Tube well at one point, the same will be on chargeable basis at the rate of half percent (1/2%) of the value of work. However, the contractor shall be required to install his pump over the already available tube well boring at site and shall also be responsible for the maintenance / up keep of the pumps & redevelopment, if any, of the tube well during the entire contract period.

3.2 Power

Contractor shall arrange power required for construction for the Project site on behalf of the Owner. All associated activities for obtaining necessary approvals and sanctions for construction power shall be coordinated by the contractor, the cost of which shall be deemed to be included in the quoted rates under various item of work of the "Schedule of Quantities". However the Owner shall provide all necessary documents / drawings. The contractor shall also be required to provide the power to other contractors at one point engaged for the project on chargeable basis. The renewal of the construction power connection at regular intervals shall also be in the scope of the contractor. All installations / fixtures & fittings / cabling for construction power shall be in the scope of the contractor without any additional cost to the Owner.

4.0 TIME SCHEDULE

- 4.1 Total time allowed for completion is given separately in Appendix – XII. The contractor shall submit a detailed programme chart for executing various works & have it approved by Engineer-In-Charge. The works shall be executed strictly as per the approved time schedule.
- 4.2 Monthly / weekly execution program within the over schedule as per Clause 4.1 will be drawn up by the Engineer-In-charge jointly with the Contractor based on availability of materials, work fronts and the joint program of execution as referred to above. The Contractor shall scrupulously adhere to the Targets / Programs by deploying adequate personnel, material & financial resources, Construction equipment, tools and Tackles and also by timely supply of required materials coming within his scope of supply as per contract. In all matters concerning the extent of target set out in the weekly / monthly program and the degree of achievement, the decision of the Engineer-In-Charge will be final and binding on the Contract.
- 4.3 Contractor shall give every day to Engineer-In-Charge category-wise labour and equipment report alongwith the progress of work done on previous day in the progorma prescribed by the Owner.

5.0 SCOPE OF SUPPLY

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

6.0 SCOPE OF WORK

The scope of work for this work shall be as per SI.No. 2 of Instruction to Tenderer.

7.0 SCHEDULE OF QUANTITIES / RATE

- 7.1 The contract is an item rate contract basis for the scope of work defined against each item either BOQ or drawing or as may be required to complete the item. The contractor has to quote his rates for completion of all works defined in all in these documents in all respects.
- 7.2 In case any activity though specifically not covered in Schedule of Rates description but the same is covered under scope of work / spec. / drawing etc. no extra claim on this account shall be entertained.

8.0 INCOME TAX

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

9.0 MOBILIZATION ADVANCE

- 9.1 If specifically requested by the tenderer in the offer itself, a maximum of 5% (five percent) of the accepted contract value shall be paid to the contractor on acceptance of LOA and after signing the contract agreement subject to the following conditions:-

- i) Mobilization advance shall be paid in two stages, the first installment of 50% of the amount due on account of mobilization advance shall be paid against submission of composite Bank Guarantee of equivalent amount to cover total Mobilization advance as well as security deposit to be kept valid upto end of defect liability period.
- ii) The balance installment of the Mobilization advance i.e. 50% of Mobilization advance shall be released by the Engineer-in-Charge only after the contractor furnishes a proof of satisfactory utilization of the earlier installment to entire satisfaction of the Engineer-in-charge.
- iii) The Mobilization advance shall bear simple interest @ 12.5% per annum and shall be calculated from the date of payment to the date of recover, both days inclusive, on the outstanding amount of advance. Recovery of such amount sums advanced shall be made by the deduction from the Contractor's bills commencing after 2nd R. A. Bill in Five equal installments together with interest due on the entire outstanding amount unto the date of recovery of the installment.
- iv) The Mobilization advance paid to the Contractor shall be used for execution of this contract only and the contractor shall be required to furnish details of expenditure incurred towards mobilization within two months of receipt of the mobilization advance, failing which Owner / Engineer-in-Charge reserve the rights to deduct / encash the Bank Guarantee to the extent mobilization advance has not been utilized.

10.0 SECURED ADVANCE

- 10.1 As per the decision of the Engineer-in-Charge, the secured advance for all imperishable items as per enclosed list in Appendix III including cement and steel shall be released. The contractor shall execute necessary indemnity / hypothecation bond as stipulated by the Engineer-in-Charge.

The secured advance shall be released as below:

75% of the cost of steel and cement of approved quality on receipt of material at site and approval of the same by Engineer-in-Charge. In case of cement, secured advance shall be released only when contractor has established proper storage facility at site.

75% of the cost of imperishable materials of approved quality on receipt at site and approval of the same by Engineer-in-charge. No secured advance shall be paid in respect of perishable items.

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

11.0 PRICE VARIATION

11.1 Owner require “FIRM PRICES” as indicated in General Conditions of Contract during Contract period and no escalation shall be admissible on any account whatsoever. It is to be noted that no deviation on contract period requirements in this connection will be acceptable.

12.0 Measurements Billing & Terms of Payment :

12.1 All works shall be measured in metric system based on actual work done as per the terms and conditions of the tender document. Running Account Bills based on Schedule of Rates shall be prepared and submitted based on joint measurements.

13.0 Terms of Payment

13.1 Following shall be the terms of payments for the subject work:-

13.2 Running Account Bills:

100% of the progressive payments will be made within Fifteen (15) working days of the acceptance and certification of the bill by engineer-in-charge. However, 10% of gross value of each R.A. bill shall be retained by the Owner till such time the balance equivalent to 8% of value of contract as the Security Deposit as indicated in clause 3.4.1 of the conditions of the contract is recovered.

100% of Secured advance bill shall be paid within 7 days of submission and acceptance by Engineer-in-Charge.

The above progressive payment are subject to deduction towards income tax and other recoveries as applicable as per terms and conditions of contract.

13.3 Final Bill:

The final bill shall submitted by the Contractor within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Engineer-in-Charge whichever is earlier. 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. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer-in-Charge, will as far as possible be made within 6 months, the period being reckoned from the date of receipt of the bill by Engineer-in-Charge, complete with no claim and no dues by Contractor, no objection certificate from labour officer and all completion documents including materials consumption statement.

14.0 STATUTORY APPROVALS FOR WORK

14.1 The approval from any authority required as per statutory rules and regulations of Central / State Government shall be the responsibility of CONTRACTOR. The application on behalf of the OWNER for submission to relevant authority alongwith copies of required certificate complete in all respects shall be prepared and submitted

by the CONTRACTOR well ahead of time so that the actual commissioning of the work is not delayed for want of approval / inspection by the concerned authorities. The inspection of the works by the authorities shall be arranged by the CONTRACTOR at his cost and necessary co-ordination and liason work in this respect shall be the responsibility of the CONTRACTOR the cost for which shall be deemed to be in the rate for work of the schedule of quantities by the Contractor. However, statutory fees paid by the CONTRACTOR will be reimbursed by the OWNER on production of documentary proof.

15.0 OFFICE ACCOMMODATION / STORES FOR CONTRACTOR / PROJECT MANAGER / ENGINEER

15.1 The contractor shall provide, erect and maintain at his cost a separate simple water tight air-conditioned office accommodation at site for the Owner's Engineers / Engineer-in-charge alongwith a conference room facility. The accommodation shall be well lighted and ventilated and provided with windows and door with a lock. This site office shall be minimum of 500 sft. And the contractor shall provide office furniture and cupboards. The accommodation / stores / site offices shall be demolished when directed by Engineer-in-charge. The contractor shall also provide two telephone, fax and Internet connections with broad band within 15 days of issue of Letter of Acceptance. The Contractor shall be responsible for all installation charges / period telephone bills etc. Contractor shall also provide one fax machine and one PC (Pentium P4) with Monitor & Printer for upto A3 size papers within 15 days of issue of Letter of Acceptance.

16.0 PAYMENT WITHHELD

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

16.1.1 Defective work not remedied.

16.1.2 Failure of the contractor to make payments properly to sub-contractors or for materials or labour or equipment.

16.1.3 Damage to another contractor or sub-contractor.

16.1.4 A reasonable doubt that the contractor intends to leave work items incomplete.

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

17.0 DEDUCTIONS FOR INCORRECT WORK:

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

18.0 DECLARATION TO BE FURNISHED IN RESPECT OF TENDERER'S ORGANIZATION

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

19.0 CONTRACT DRAWINGS

- 19.1 A set of tentative Architectural Drawings will be enclosed as per SI No. 2.2 of Instruction to Tenderer. Other drawings and details issued and shop drawings approved during the currency of the contract shall also form part of the contract.

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

20.0 FOR THE SETTLEMENT OF DISPUTES BETWEEN ONE GOVERNMENT DEPARTMENT AND ANOTHER AND ONE GOVERNMENT DEPARTMENT AND PUBLIC ENTERPRISE AND ONE PUBLIC ENTERPRISE AND ANOTHER.

In the event of any disputes or differences relating to the interpretation and application of the provision of the contract, such disputes or differences shall be referred by either party to the Arbitration of one or the Arbitrators in the Department of public Enterprises to be nominated by the Secretary to the Government of India in charge of the Bureau of Public Enterprises. The arbitration act 1940 shall not be applicable to the arbitrator under this clause. The award of the arbitrator shall be binding upon parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by Arbitrator.

21.0 CONSTRUCTION EQUIPMENT AND SITE ORGANIZATION

21.1 Construction Equipment

The contractor shall without prejudice to his overall responsibility to execute and complete the work as per specifications and Time Schedule, progressively deploy adequate equipment and tools and tackles augment the same as decided by the Engineer-in-Charge depending on the exigencies of the work so as to suit the construction schedule. The tenderer shall submit a list of construction equipment he proposes to deploy for the subject work alongwith deployment schedule. No construction equipment shall supplied by the Owner.

21.2 Site Organization

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

submit the details of minimum site organization proposed by him, as per Forms given in the tender document, which indicates the minimum deployment.

22.0 UNDERGROUND AND OVERHEAD STRUCTURES

22.1 All existing structures overhead lines, existing pipelines and utilities will be intimated to the Contractor before taking up the execution of work. Contractor shall execute the work in such a manner that the said structures, utilities, pipelines etc., are not disturbed / damaged.

23.0 DISTINCTION BETWEEN FOUNDATION AND SUPERSTRUCTURE

23.1 To distinguish between work in foundations and superstructures, the following criteria shall apply:

For all Equipment pedestals, pipe racks, other foundations and RCC, Structures, work done upto 300mm level above finished grade level will be taken as work in foundation and work above this level will be treated as work in superstructures and payments would be made accordingly.

For all measurement and payment purposes of boundary wall, work done upto 300mm above natural ground level shall be treated as work in sub-structures and above 300mm shall be treated work done in superstructure.

For Buildings only, all works upto level corresponding to finished floor level shall be treated as work in “Foundation and Plinth” and all works above the finished floor level shall be treated as “Work in superstructure”.

Irrespective of what has been stated above, all pavements, RCC. Retaining wall, all pipe sleepers and any similar item would be taken as work done in foundations irrespective of locations nomenclature, and levels given anywhere.

Where not specifically pointed out, all works in cellars/sumps. Tank pads, cable trenches or such similar items would be taken as work in foundations.

24.0 PROVIDENT FUND ACT

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

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

- a. Obtained License under Contract Labour (Abolition and Regulation) Act, 1970 and submitted to Owner.
- b. PF. Registration Number allotted to them by RPFC and submitted to Owner.
- c. The agencies should promptly deposit PF. Deduction of the eligible contract employees plus the employers contribution to the RPFC. For this purpose agency must submit a certificate in their bill that PF amount has been deducted from the eligible employees and alongwith employers contribution has been

deposited with RPF. In support of this agency must furnish the challan / receipt for the payment to RPF for the earlier months alongwith bill.

25.0 DEFECT LIABILITY PERIOD

Defect liability period shall be as per Clause 4.24 of General Conditions of Contract.

However, the contractor shall guarantee the water proofing work, anti-termite work for a period of 10 (ten) years and structural glazing, glass pyramid work for three years from the date of issue of Completion Certificate on the format acceptable to Owner.

26.0 QUALITY ASSURANCE

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

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

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

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

27.0 TAXES, DUTIES, OCTROI, LEVIES ETC.

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

28.0 TESTS AND INSPECTION

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

All the tests as mentioned in the CPWD/BIS specification either on the field or at outside laboratory as approved by Engineer-in-Charge/Owner concerning the execution of the work and supply of materials by the contractor shall be carried out by the contractor at his own cost.

The work is subject to inspection at all times by the Engineer-in-Charge/owner/Architect/CTE or their authorized representative. The contractor shall carry out all instructions given during inspection and shall ensure that the work is being carried out according to the technical specifications of this tender, the technical documents that will be furnished to him during performance of work and the relevant codes of practice.

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

Compressed air for carrying out the works shall be arranged by the contractor at his own cost.

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

29.0 MIX DESIGN

The Contractor will have to submit their design mix for different grades of concrete with 3-4 different brands of approved cement keeping in view the requirements stipulated in IS 456-2000 specifically regarding slump and water cement ratio and specific gravity of materials brought to site as analyzed in the laboratories. The design shall be based upon absolute volume method and theoretical consumption of cement shall be worked out on this basis (as per IS 10262). For other than concrete items, the coefficient for consumption of cement shall be adopted as per CPWD practice. For lean concrete no mix design shall be required. As per IS 456-2000 in case uniformity in the materials used for concrete making has been established over a period of time, the proportioning may be done by volume batching, provided periodic checks are made on mass / volume relationship of materials.

30.0 BARRICADING THE WHOLE SITE

The contractor is required to barricade the whole site by suitable fencing / planking as per the approval of Engineer-in-Charge and any requirement of local bodies and have security controls against any unauthorized entry during the project duration. All necessary approvals for this purpose from the concerned authorities shall be obtained by the contractor.

31.0 WORK TO BE CARRIED OUT BY SPECIALISED AGENCIES:

The Contractor shall engage the specialised agencies after obtaining approval from Engineer-in-Charge in respect of the following works to be carried out at site :-

1. Piling Work
2. Antitermite Treatment
3. Water Proofing Work
4. Sanitary & Plumbing work
5. Aluminium & Structural Glazing
6. Aluminium Cladding
7. Glass Pyramid Structure

32.0 RECONCILIATION STATEMENT

The Contractor shall submit re-conciliation statement along with RA Bill for Cement/Steel/Anti-termite Chemicals/Paints/Bitumen/leas/Water proofing compound etc. used in works. In case the consumption of any material is found to be less than the theoretical consumption (including permissible wastage as per standard practice) then the work shall be treated as sub-standard. In case the consumption is found to be more, nothing extra shall be payable.

33.0 SCRUTINY & EVALUATION OF TECHNICAL BID

- 33.1 The Technical bids shall be evaluated as per the criteria given in NIT.
- 33.2 Tenderers shall submit all the technical information including brochures and handouts of the equipments / materials, complete technical data as called for in the Tender Documents along with Part I (Technical Bid) of the Tender. He shall also provide conclusive documentary evidence for having executed similar works of Glass Pyramid / Structural Glazing etc. through one of the accredited sub-contractor. The list of approved makes of the materials, equipments & vendors is forming a part of Tender Document on the basis of a efficient technical bid. The tenderer shall enclose a copy of MOU with all specialized agencies which they propose to engage for works like R.C.C. structure, piling work, space frame, sanitation & plumbing works including sewage disposal system, water treatment plant etc., glass pyramid, structural glazing & aluminium composite panels out of the lists of the approved Vendor indicated in the Tender Document and establish their credentials to successfully execute the contract within the prescribed period.
- 33.3 The technical bids shall be evaluated on the basis of criteria given in NIT and the information & documentation furnished by the Tenderer. The tenders with incomplete information are liable to be rejected. Price Bids on only such tenderers whose technical bids meet with the aforesaid criteria and are found satisfactory by the Employer will be opened. The Employer is not bound to provide any reason for rejection of any tenders.

34.0 FORM OF CONTRACT

THIS CONTRACT made at this day of 2006 BETWEEN K.D. Malaviya National Oil Museum C/o. Oil India Ltd., 5, Sikandra Road, New Delhi – 110 001 “(Owner)” (which expression shall include its successors and assign) of the one part and / S/o. * carrying on business sole proprietorship / * carrying on business in partnership under the name and style of a company registered in India under the Indian Companies Act * 1913/1956, having its registered office at (hereinafter referred to as the “Contractor” which expression shall include * his / * their / * its executors, administrators, representatives and permitted assigns successors and permitted assigns) of the other part:

WHEREAS

The KDMNOM desires to have executed the works of..... more specifically mentioned and described in the contract documents (hereinafter called the “work” which expression shall include all amendments therein and / or modifications thereof) and has caused Drawing Nos. Toand specifications through their Architect M/s. Pheroze Kudianavala Consultants Engineers Pvt. Ltd. hereinafter referred to as “Architect” and has accepted the tender of the Contract for the said work.

NOW, THEREFORE, THIS CONTRACT WITNESS AS FOLLOWS:-

ARTICLE – 1**CONTRACT DOCUMENTS**

- 1.1 The following documents shall constitute the contract documents, namely:
- (a) This Contract;
 - (b) Tender documents as defined in the General Instructions to Tenders;
 - (c) Letter of Acceptance to Tender along with Telegram of Intent.
- 1.2 A copy of each of the Tender Documents is annexed hereto and the said copies have been collectively marked Annexure ‘A’ while a copy of the Letter of Acceptance along with annexes thereto and a copy to Letter of Intent dated Are annexed hereto & said copies have been collectively marked as Annexure ‘B’

ARTICLE – 2**WORK TO BE PERFORMED**

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

ARTICLE – 3

COMPENSATION

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

ARTICLE – 4

JURISDICTION

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

ARTICLE – 5

ENTIRE CONTRACT

5.1 The Contract Documents mentioned in Article – 1 hereof embody the entire Contract between the parties hereto, and the parties declare that in entering this Contract they do not rely upon any previous representation, whether express or implied and whether written in oral, or any inducement, understanding or agreement of any kind not included within the Contract Document and all prior negotiations, representation, contract and / or agreements and understandings are hereby canceled.

ARTICLE – 6

NOTICES

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

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

ARTICLE – 7

WAIVER

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

ARTICLE – 8

NON-ASSIGNABILITY

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

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

SIGNED and DELIVERED

for and on behalf of
KDMNOM.

by

in the presence of :

- 1.
- 2.

SIGNED and DELIVERED

for and on behalf of

..... (Contractor)

by

(this day of 20.....)

- 1.
- 2.

* Strike off whichever is not applicable

35.0 FORM OF BANK GUARANTEEIN FOR SECURITY DEPOSIT IN LIEU OF CASH
(To be issued on a Stamp Paper of required value as per local Stamp Laws)

OIL INDIA LIMITED

Dear Sir,

In consideration of K.D. Malaviya National Oil Museum (hereinafter called 'KDMNOM' which expression shall include its successors and assigns) having awarded certain work for and relative to KDMNOM, C/o. Oil India Ltd, 5, Sikandra Road, New Delhi – 110 001 to _____ (Name and Address of the Contractor) (hereinafter called the "Contractor" which expression shall include its successors) upon certain terms and conditions inter-alia mentioned in KDMNOM Letter of Acceptance No. _____ dated _____ read with the relative Tender Documents (hereinafter collectively called "the contractor", which expression shall include any formal contract entered to between KDMNOM and the Contractor in supersession of the said Letter of Acceptance and all amendments and / or modifications in the contract) inclusive of the condition that KDMNOM may accept an Undertaking of a Schedule Bank in India in Lieu of Cash Deposit of the Security Deposit as provided for Clauses _____ of the _____ forming part of the said Tender Documents.

We, _____, a body registered / Constituted under
(Name of the Bank)

the _____ having registered and Head Office at _____ (hereinafter called "the Bank") at the request of the Contractor and with the intent to which the bank and its successors and permitted assigns, do hereby unconditionally and irrevocably undertake payment to KDMNOM at New Delhi of the unpaid balance of the security deposit upto an aggregate limit of Rs. _____ (Rupees _____ only).

AND undertake to pay KDMNOM on demand and without protest or demur or proof or condition the unpaid balance of said security deposit subject to the aggregate limit aforesaid of Rs. _____ (Rupees _____ only)

AND the Bank doth hereby further agree as follows :-

- i. The undertaking herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and for the claims of KDMNOM relative thereto to be satisfied and / or discharged and until KDMNOM accordingly discharges this Undertaking subject however, that KDMNOM shall have no claim under this undertaking after the midnight of _____ 2006, unless a

notice of the claim under this Undertaking has been sent on the Bank before the expiry of the said date.

- ii. KDMNOM shall have the fullest liberty without reference to the Bank and without affecting in any way the liability of the Bank under this undertaking, at any time and / or from time to time to anywise vary the said contract and / or any of the terms and conditions thereof or relative to the said security deposit or to extend time for performance of the said Contract in whole or part or to postpone for any time and / or from time to time any of the obligations of the Contractor and / or the powers or remedies exercised by KDMNOM against the Contractor and either to enforce or forbear from enforcing any of the terms and conditions of or any of them and the bank shall not be released from its liability under these presents and the liability of the Bank shall remain in full force and effect notwithstanding any exercise by KDMNOM of the liberty with reference to any or all the matters aforesaid or by reason of time being given to the Contractor or any other forbearances, act or omission on the part of the Contractor or of any indulgence by KDMNOM to the Contractors or of any other act, matter or thing whatsoever which under the law relating to sureties could have the affect of releasing the Bank from its liability hereunder or any part thereof.
- iii. It shall not be necessary for KDMNOM to proceed against the Contractor before proceeding against the bank and the undertaking herein contained shall be enforceable against the bank notwithstanding the existence of any other undertaking or security for any indebtedness of the contractor to KDMNOM (including relative to the said security deposit) and not withstanding that any such undertaking or security shall at the time when claim when claim is made against the bank or proceedings taken against the bank hereunder, be outstanding or unrealized.
- iv. The amount stated by KDMNOM in any demand, claim or notice as the unpaid balance of the said security deposit for the time being shall as between the bank and KDMNOM for the purpose of these presents be conclusive of the said balance.
- v. The liability of the bank to KDMNOM under this undertaking shall remain in full force and effect notwithstanding the existence of any difference or dispute between the contractor and KDMNOM, the contractor and the bank and / or the bank and KDMNOM or otherwise howsoever touching or affecting these presents for the liability of the contractor to KDMNOM, and notwithstanding the existence of any instructions or purported instructions by the contractor or any other person to the bank not to pay or for any cause withhold or defer payment to KDMNOM under these presents, with the intent that notwithstanding the existence of such difference, dispute or instructions, the bank shall be and remain liable to make payment to KDMNOM in terms hereof.
- vi. The Bank shall not revoke this undertaking during it's currency except with the previous consent of KDMNOM in writing and also agrees that any change in the

constitution of the contractor or the Bank or KDMNOM shall not discharge the Bank's liability hereunder.

- vii. The Bank both hereby declare the Shri _____ (Name of the person signing on behalf of the Bank) who is _____ (his designation), is authorized to sign this undertaking on behalf of the Bank and to bind the Bank thereby.

Dated this _____ day of _____ 2006.

Yours faithfully

For _____

Signature
Name and Designation
Name of the Bank

Notes:-

- 1.0 This Guarantee / undertaking is not to be witnessed.
- 2.0 This Guarantee / undertaking is required to be stamped as an agreement according to the stamp duty prescribed either in the State in which it is executed or at Delhi whichever is higher.

36.0 FORM OF COMPOSITE BANK GUARANTEE FOR ADVANCE AND SECURITY DEPOSIT IN LIEU OF CASH

THIS UNDERTAKING made this _____ ay of _____ 2006 ____ BY _____ (hereinafter called the “BANK” which expression shall include its successors and assigns) in favour of K.D. Malaviya National Oil Museum, (hereinafter called the “KDMNOM” which expression shall include its successor and assigns):

WHERE AS _____ (Name) _____ (Constitution) of _____ (Address) (hereinafter called the “Contractor” which expression shall include its/his/their successors and assigns / executors, administrators, representatives and assigns) has been awarded a contract in terms, inter-alia, of the Corporation’s letter of acceptance No. _____ dated _____ for construction of _____ for a total value of Rs. _____ (Rupees _____ only) (hereafter called the “Said Contract” which expression shall include any formal contract entered into subsequent thereto or in supersession thereof and all modifications to and amendment in the said contract):

AND WHEREAS the KDMNOM agreed to advance the Contractor a sum of Rs. _____ (Rupees _____ only) for utilization in the performance of the work covered by the said contract (hereafter referred to as the “said advance” which expression shall include any and all further advances made by the KDMNOM to the Contractor with reference to the said Contract) on production of an undertaking from a Bank in respect of the said advance, which shall, without prejudice to any other mode of recovery available to KDMNOM be recoverable by deduction from the gross accepted value of the Running Accounts Bills and Final Bill of the Contractor commencing with the First Running Account Bill.

AND WHEREAS the Contractor is also required to furnish an undertaking from a Bank in lieu of cash deposit of 10% of the value of the Contract towards security deposit (hereinafter referred to as the “Security Deposit”) valid till the end of the defect liability period as specified in the said Contract.

AND WHEREAS the KDMNOM has agreed to accept a single undertaking from a Bank to cover both the said advance and the Security Deposit.

NOW, THEREFORE, in consideration of the promises foregoing and at the request of the Contractor, the Bank hereby irrevocable and unconditionally undertakes to pay to KDMNOM at New Delhi forthwith on first demand without protest or demur or proof or condition any and all amounts demanded by KDMNOM in writing from the Bank with reference to this undertaking upto an aggregate limit of Rs. _____ (Rupees _____ only)

AND the Bank both hereby further agrees as follows:-

- a. KDMNOM shall have the fullest liberty without reference to the Bank and without affecting in any way the liability of the Bank under this undertaking, at any time and / or from time to time to anywise vary the said contract and / or any of the terms and conditions thereof or of the said advance and / or to extend time for performance of the said contract and / or payment of the said advance in whole or part or to postpone for any time and / or from time to time any of the said obligations of the Contractor and / or the rights, remedies or powers exercisable by KDMNOM against the Contractor and either to enforce or forbear from enforcing any of the terms and conditions of or governing the said Contract and / or the said advance, or the securities, if any, or any of them available to KDMNOM and the Bank shall not be released from its liability under these presents and the liability of the Bank shall remain in full force and effect notwithstanding any exercise by the KDMNOM of the liberty with reference to any or all the matters aforesaid or by reason of time being given to the Contractor or of any other act, matter or thing whatsoever which under any law could (but for this provision) have the effect of releasing the Bank from its liability hereunder or any part thereof.
- b. It shall not be necessary for KDMNOM to proceed against the Contractor before proceeding against the Bank and the undertaking herein contained shall be enforceable against the Bank as Principal debtor notwithstanding the existence of any security for any indebtedness of the Contractor to KDMNOM (including relative to the said advance or for the security deposit) and notwithstanding that any such security shall at the time when claim is made against the Bank or proceedings taken against the Bank hereunder, be outstanding or unrealized.
- c. As between the Bank and KDMNOM for the purpose of this undertaking the amount claimed or demanded by KDMNOM from the Bank with reference to this undertaking shall be final and binding upon the Bank as to the amount payable by the Bank to hereunder.
- d. The liability of the Bank to KDMNOM under this undertaking shall remain in full force and effect notwithstanding the existence of any difference or dispute between the Contractor and KDMNOM the Contractor and the Bank and / or the Bank and KDMNOM or otherwise howsoever touching or affecting these presents or the liability of the Contractor to KDMNOM and notwithstanding the existence of any instructions or uprooted instructions by the Contractor or any other person to the Bank not to pay or for any cause withhold or defer payment to KDMNOM under these presents, with the intent that notwithstanding the existence of such deference, dispute or instruction, the Bank shall be and remain liable to make payment to KDMNOM in terms herein.
- e. This undertaking shall not be affected by any change in our constitution or that of the Contractor or KDMNOM or any irregularity in the exercise of borrowing powers by or on behalf of the Contractor.

- f. This undertaking shall be valid for all claims / demands made by KDMNOM to or upon us upto the midnight of _____2006 provided that the Bank shall upon the written request of KDMNOM extend this guarantee by a further period of six months.
- g. The Bank both hereby declare that Shri _____ who is the _____ (designation) of the Bank is authorized to sign this undertaking on behalf of the Bank and to bind the Bank thereby.

Yours faithfully,

For _____

Name _____

Designation _____

37.0 FORM OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT IN LIEU OF CASH

Bank Guarantee No.: _____
 Dated: _____
 Amount : _____
 Valid upto : _____

To,
K.D. Malaviya National Oil Museum
 C/o. Oil India Ltd.
 5, Sikandra Road
 NEW DELHI – 110 001.

Dear Sir,

In consideration of K.D. Malaviya National Oil Museum (hereinafter called the KDMNOM which expression shall include its successors and assigns) having agreed, internist to consider the tender of _____ having its Head Office / Registered Office at _____ (hereinafter called the ‘Tender’ which expression shall include its successors and assigns) for the work of _____ upon the Tenderer furnishing an undertaking from Bank as hereinafter appearing in lieu of cash deposit of Earnest Money.

We _____ a body registered constituted under the _____ having its Head Office / Registered Office at _____ (hereinafter called the ‘Bank’ which expression shall include its successor and assigns so as to bind ourselves, our successors and assign) do hereby undertake to pay the KDMNOM forthwith on demand without protest demur and without proof or condition the sum of Rs. _____ payable by the Tenderer as by way of Earnest Money to the Corporation PROVIDED ALWAYS that our liability hereunder shall on no account exceed Rs. _____ (Rupees _____).

THE BANK DOTH HEREBY AGREE AS FOLLOWS:-

1. The Guarantee / Undertaking shall be valid for all recoveries and demands made by the KDMNOM on the _____ Bank upto and until mid-night of (*)_____, provided that if the aforesaid work tendered for or any part thereof shall be awarded to the Tenderer on or before the said date, whether on the basis of accompanying tender or on any other basis, then the validity of this guarantee / undertaking shall stand automatically extended for all claims and demands made by the KDMNOM upto until mid-night of _____.

(*) 180 days from the date of opening of Bid

2. The KDMNOM will have the fullest liberty without reference to the Bank and without affecting in any way the liability of the Bank under this Guarantee/undertaking at any time and/or from time to time anywise to postpone and/or vary the exercise of any of the powers, rights and obligations conferred on the KDMNOM under the tender and/or under any contract consequent upon any award of work and to enforce or to forebear from enforcing any power, right or obligation or to do any other act which under law relating to the sureties could but for this provision have the effect of releasing the Bank from all or any of its obligations hereunder.
3. It shall not be necessary for the KDMNOM to proceed against the Tenderer before proceeding against the Bank and the guarantee / undertaking herein contained shall be enforceable against the Bank as Principal debtor notwithstanding the existence of any other security, for any indebtedness of the Tenderer to the KDMNOM and not with understanding that any such security shall at the time when claim is made against the Bank or proceedings taken against the Bank hereunder, be outstanding or unrealized.
4. The amount stated by the KDMNOM in any demand claim, or notice, as the unpaid balance of the said Earnest Money for the time being shall as between the Bank and KDMNOM for the purpose of these presents be conclusive of the said balance.
5. The liability of the Bank to the KDMNOM under guarantee / undertaking shall remain in full force and effect notwithstanding the existence of any difference or dispute between the tenderer and KDMNOM or otherwise howsoever attached or effecting these presents or the liability of the Tenderer to KDMNOM and notwithstanding the existence of any instructions or purported instructions by the Tenderer any other person to the bank not to pay or for any cause to withhold or defer payment to the KDMNOM under these present with the intent that notwithstanding the existing of such difference, dispute or instructions, the Bank shall be and remain liable to make payment to the KDMNOM in terms hereof.
6. This guarantee / undertaking shall not be determined or affected by the liquidation or winding up or dissolution or change of constitution or insolvency of the Tenderer or any change in the legal constitution of the Bank or the KDMNOM.

The bank Both hereby declare that Shri _____ who is _____ is authorized to sign that guarantee / undertaking or behalf of the Bank and to bind the Bank thereby.

This _____ day of _____ 2006

Yours faithfully,

Signature _____

Name _____

Designation _____

Name of the Branch _____

38.0 INDENTURE FOR SECURED ADVANCE

This Indenture made the _____ Day of between _____ (herein after called the Contractor, which expressions shall where the context so admits or implies be deemed to include his executors, administrators and the assigns) of the one part and K.D. Malaviya National Oil Museum which expression shall where the context so admits or implies be deemed to include its successors in office and assigns) of the other part.

WHEREAS BY AN AGREEMENT NO. _____ dated _____ (hereinafter called the said agreement) the contractor has agreed _____ and WHEREAS the Contractor has applied to the K.D. Malaviya National Oil Museum that he may be allowed advance on the security of materials absolutely belonging to him and brought by him to site of the works, the subject of the said agreement for use in the construction of such of the works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charges) and whereas the K.D. Malaviya National Oil Museum has agreed to advance to the Contractor an amount upto Rs. _____ (Rupees _____ only) on the security of quantities and other particulars of the materials on the security of which the advance or advances are made as detailed in the secured advance account forming part of the running account bill referred from time to time and signed by the Contractor for the said works.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of amounts aggregating to the sum of Rs. _____ (Rupees _____ only) on or after the execution of these present paid to the Contractor by the K.D. Malaviya National Oil Museum (The receipt where of the Contractor hereby acknowledge) Contractor both hereby covenant and agree with the K.D. Malaviya National Oil Museum and declare as follows :-

1. That the said sum aggregating to Rs. _____ (Rupees _____ only) so advanced by the K.D. Malaviya National Oil Museum to Contractor as aforesaid shall be employed by the Contractor in or towards expediting the execution of the said works and for no other purpose whatsoever.
2. That the materials detailed in the said Running Account Bills which have been offered to and accepted by the K.D. Malaviya National Oil Museum as Security are absolutely the Contractor's Own property, and free from encumbrances of any kinds and the Contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the contractor hereby agrees to indemnify the K.D. Malaviya National Oil Museum against all claims to any materials in respect of which an advance has been made to him as aforesaid.

3. That the materials detailed in the said Running Account Bills (hereinafter called the said materials) shall be used by the Contractor solely for the execution of the said works in accordance with the direction of the Engineer-in-Charge in terms of the said agreement.
4. That the Contractor shall make at his own cost all necessary and adequate arrangement for the proper watch, safe custody, and protection against all risk of the said materials and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and on his own responsibility and shall at all time be open to inspection. In the event of the said materials or any part there being stolen, destroyed or damaged the Contractor will forthwith replace the same with other materials of like quality or repair and make good the same as required by the Engineer-in-Charge.
5. That the said materials shall not on any account be removed from the site of the said works except with the written permission of the Engineer-in-Charge or an Officer authorized by him on that behalf.
6. That the advance shall be repayable in full when or before the Contractor receive payment from the K.D. Malaviya National Oil Museum of the price payable to him for the said works under the terms and the provisions of the said agreement provided that if any intermediate payment are made to the contractor on account of the work done then on the occasion of each such payment the K.D. Malaviya National Oil Museum will be at liberty to make recovery from the Contractor's bill for such payment by deduction there from the value of the said materials then actually used in the construction and in respect of which recovery has not been made previously the value for this purpose being determined in respect of each description of materials at the rates at which the amount of the advance made under these presents were calculated.
7. That if the contractor shall at any time make any default in the performance or observance in any of the terms and provisions of the said agreement the total amount of the advances or advance that he may still be owing to the K.D. Malaviya National Oil Museum together with the interest thereon at twelve percent per annum from the date or respective dates of such advance or advances to the dates of payment with all costs, charges, damages and expenses incurred by the K.D. Malaviya National Oil Museum in the recovery thereof or the enforcement of the security or otherwise by reason of the default of the Contractor shall become payable by the Contractor hereby covenants and agrees with the K.D. Malaviya National Oil Museum to repay the same respectively to him accordingly.
8. The Contractor hereby gives charges of all the said materials for the repayment to the K.D. Malaviya National Oil Museum of the said sum aggregating to Rs. _____ (Rupees _____ only) and all costs, charges, damages and expenses payable under the agreement and without prejudice to the powers contained therein if and whenever the money owing shall not be paid in accordance herewith the K.D. Malaviya National Oil Museum may at any time thereafter adopt all or any of the following courses as he may deem best:-

- a. Seize and utilize said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in the behalf contained in the said agreement debiting the contractor with the actual cost of effecting such completion and the amount due in respect of advance under these presents and crediting the Contractor with the value of work done as if he had carried it out in accordance with said agreement and the rate thereby provided if the balance is against the contractor he is to pay same to K.D. Malaviya National Oil Museum on demand.
 - b. Remove and sell by the public auction the seized materials or only part thereof and out of the money arising from the sales retain all the sums aforesaid repayable to the K.D. Malaviya National Oil Museum under these presents and pay over the surplus (if any) to the Contractor.
 - c. Deduct all or any part of the money owing out of the security deposits or any sum due to the contractor under said agreement.
9. That in event of any conflict between the provisions of these presents and the said agreements provisions of the said agreement shall prevail and in the event of any dispute or difference arising the construction or effect these presents the settlement of which has not been herein before expressly provided for, the same shall be referred to arbitration as provided in the said agreement.

IN WITNESS WHERE OF _____ and K.D. Malaviya National Oil Museum by the order and under the directions of K.D. Malaviya National Oil Museum have herein to set their respective hands the day and year first above written.

Signed, Sealed and delivered by the
Said Contractor in the presence of
Witness

Signature _____
Name _____
Address _____

Signed by the order and direction of
The KDMNOM in the presence
of Witness

Signature _____
Name _____
Address _____

39.0 INFORMATION ABOUT TENDERERS

(To be submitted in 3 copies)

1. IN CASE OF INDIVIDUAL

- i. Name of Business
- ii. Name of Owner
- iii. Whether his business is registered
- iv. Date of commencement of business
- v. Whether he pays Income Tax over Rs. 10,000/- per year.

2. IN CASE OF PARTNERSHIP

- i. Name of Partners
- ii. Reference of the partnership registration.
- iii. Date of establishment of firm.
- iv. If each of partners of the firms pays Income Tax over Rs. 10,000/- per year and if not which of them pays the same.
- v. Copies of partnership deed, if any.

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

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

4. CONTRACTORS IDENTIFICATION DATA

- i. Name :
- ii. Firm Type :

- iii. Registration No. & Date :
- iv. P. F. Account Number :
- v. Income Tax PAN Number :
- vi. Head Office :

 - a) Address :
 - b) City :
 - c) PIN :
 - d) Telex No. :
 - e) Phone No. 1 with STD Code :
Phone No. 2 with STD Code :
 - f) Email :
 - g) Fax No. :
 - h) Contact Person's &
Designation, Telephone No. :

- vii. Guwahti Office , if any :

 - a) Address :
 - b) City :
 - c) PIN :
 - d) Telex no. :
 - e) Phone No. 1 :
Phone No. 2 :
 - f) GRAM :
 - g) Fax No., Email :
 - h) Contact Person's Name &
Designation Telephone No. :
 - i) Sales Tax Regn. Number :

5. CONTRACTOR'S FINANCIAL DATA

Instructions :

- i) Audited balance sheet for all three years alongwith Income Tax Clearance Number are required to be furnished by contractor. In absence of above documentary evidence the contractor's application is liable for rejection.
- ii) In SI. No. 1(c), 2(c), 3(c) turnover to be filled for 12 months only. If the figure is not available, then contractor has to calculate and fill up accordingly.
- iii) For filling "Construction Works Turnover" Please calculate as follows:
 $\text{CONSTRUCTION WORKS TURNOVER} = \text{TOTAL TURNOVER} - \text{TURNOVER FROM SALES (IF ANY)}$
- iv) For filling "Net Worth", please calculate as follows:
 $\text{NET WORTH} = \text{CAPITAL} + \text{RESERVES} - \text{ACCUMULTED LOSSES}$ if any.
- v) For Filling Working Capital please calculate as follows:
 $\text{WORKING CAPITAL} = \text{CURRENT ASSETS} - \text{CURRENT LIABILITIES}$.

1. LATEST YEAR

- a) Year (2005-2006) :
- b) Balance Sheet furnished : [Y] [N]
- c) Total Annual Turnover :
(Refer Instruction No. ii)
Construction Works Turnover :
(Refer Instruction No. iii)
- d) Net Profit / Loss :
- e) Net Worth :
(Refer Instruction No. iv)
- f) Assets (Plant & Machinery only) :
- g) Working Capital :
(Refer Instruction No. v)
- h) ITCC Furnished : [Y] [N]

2. PREVIOUS YEAR

- a) Year (2004-2005) :
- b) Balance Sheet furnished : [Y] [N]
- c) Total Annual Turnover :
(Refer Instruction No. ii)
- Construction Works Turnover :
(Refer Instruction No. iii)
- d) Net Profit / Loss :
- e) Net Worth :
(Refer Instruction No. iv)
- f) Assets (Plant & Machinery only) :
- g) Working Capital :
(Refer Instruction No. v)
- h) ITCC Furnished : [Y] [N]

3. PREVIOUS-PREVIOUS YEAR

- a) Year (2003-2004) :
- b) Balance Sheet furnished : [Y] [N]
- c) Total Annual Turnover :
(Refer Instruction No. ii)
- Construction Works Turnover :
(Refer Instruction No. iii)
- d) Net Profit / Loss :
- e) Net Worth :
(Refer Instruction No. iv)
- f) Assets (Plant & Machinery only) :
- g) Working Capital :
(Refer Instruction No. v)
- h) ITCC Furnished : [Y] [N]

4. BANKERS

- a) Name :
- b) Address :
City :
- c) PIN :
- d) Telex No. :
- e) Phone No. 1 with STD code :
- f) Fax No. :
- g) Email :

5. SOLVENCY DETAILS

- a) Limit :
- b) Banker certificate furnished : [Y] [N]

(SIGNATURE OF TENDERER)

40.0 INFORMATION REGARDING EQUIPMENT WHICH THE TENDERER PROPOSE TO USE THIS WORK

S.NO.	DESCRIPTION	NUMBER	MAKE	CAPACITY	OWNER	APPROXIMATE DATE WHEN IT WILL BE DEPLOYED AT SITE	PERIOD OF RETENTION AT SITE
1.	2.	3.	4.	5.	6.	7.	8.

SIGNATURE OF TENDERER

41.0 PROPOSED SITE ORGANIZATION

NAME OF THE WORK :

NAME OF TENDERER :

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

BIO DATA OF SITE-IN-CHARGE & KEY PERSONNEL

(SIGNATURE OF TENDERER)

42.0 LIST OF ENCLOSURES

NAME OF THE WORK :

NAME OF TENDERER :

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

1. Power of attorney of the signatory to the tender.
2. Latest valid (*) IT, PF and Sales Tax, Registration Numbers, Solvency Certificate, PAN No., VAT No.

(SIGNATURE OF TENDERER)

(*) In absence of Income Tax Clearance No., tenderer will not be awarded the work tendered for, as per Central Government directives.

43.0 EXCEPTIONS AND DEVIATIONS

NAME OF THE WORK :

NAME OF TENDERER :

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

SR. NO.	PAGE NO. OF TENDER DOCUMENT	CLAUSE NO. OF TENDER DOCUMENT	SUBJECT	DEVIATION

NOTE:

Any deviations taken by the Tenderer to the stipulations of the tender document shall be brought out as per this format only and enclosed alongwith the offer.

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

(SIGNATURE OF TENDERER)

APPENDIX – XI

44. A) SUMMARY OF SIMILAR WORKS COMPLETED DURING THE LAST FIVE YEARS ENDING 31ST JUNE'06

S. No.	Name of work / Project & location	Name of Client & Address	Cost of work as per work order	Actual amount of work done (Rs. In lakhs)	Date of Commencement as per contract	Stipulated date of completion	Actual date of completion	Litigation / Arbitration / Court case pending if any, give detail	Name & address / telephone No. of officer to whom reference may be made	Remarks
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.

Note: Jobs with completion Certificate / Performance of work(as per Format enclosed) duly certified by Engineer-in-charge / Owner shall only be considered.

COMPLETION CERTIFICATE / PERFORMANCE REPORT OF WORK

1. Name of work / Project & location :
2. Name of Client & address :
3. Work Order No. / Agreement No. :
4. Total value of work as per work order :
5. Total value of actual work done :
6. Nature of work done :
7. Contractual start date :
8. Contractual completion date :
9. Actual completion date :
10. Amount of compensation levied
for delayed completion, if any :
11. Floor area covered under the building
constructed :
12. Performance report
 - a) Quality of work : Very Good / Good / Fair / Poor
 - b) Financial soundness : Very Good / Good / Fair / Poor
 - c) Technical Proficiency : Very Good / Good / Fair / Poor
 - d) Resourcefulness : Very Good / Good / Fair / Poor
 - e) General Behavior : Very Good / Good / Fair / Poor
 - f) After sales service
(Wherever applicable) : Very Good / Good / Fair / Poor

(Engineer-In-Charge)

Dated :

Note : For 12 (f) documents for maintenance of installation should furnish details.

44. B) DETAILS OF CONCURRENT COMMITMENTS

S. No.	Name of work / Project & location	Name of Client & Address	Cost of work as per work order	Date of Commencement (Rs. In lacs)	Stipulated date of completion as per Contract	Expected date of completion	Upto date % progress of work	Total amount of work done as on 01/12/05 (Rs. In lacs)	Expected amount of work done for the period 01/12/05 onwards	Remarks
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.

45.0 TIME SCHEDULE

Description of Work	Time of completion of work
Tender document for Civil Architectural & Structural including Finishing, Site Development, Sanitation & Plumbing Works for K.D. Malaviya National Museum at Jawahar Nagar, Guwahati	24 months (Twenty four months)

NOTE

1. Time of commencement shall be reckoned from the seventh day of issue of Telefax / Letter of Acceptance, whichever is issued earlier.
2. The time indicated above is for completing the works in all respects as per design, drawings, specifications and instruction of Engineer-in-Charge and approvals/ completion certificates / licences etc. variations statutory authorities and ready to be handed over to Owner.

(SIGNATURE OF TENDERER)

46.0 SCHEDULE OF FISCAL ASPECTS

- | | | | |
|-----|--|---|---|
| 1. | Earnest Money to be deposited | : | Rs. 31,00,000/- |
| 2. | Possession of site | : | Immediate on award of contract |
| 3. | Time of Completion | : | As per Appendix – (XII) |
| 4. | Liquidated Damages per week for | : | 0.5% of the contract value inclusive of non-completion of work in time Sundays & Holidays as per week, subject to a maximum of 7.5% of the Contract Value. |
| 5. | Minimum interval between submission of interim bills | : | Monthly |
| 6. | Security Deposit | : | Refer Clause 3.4 of GCC |
| 7 | Payment of RA Bill | : | 100% of the recommended payments duly certified by Engineer-in-Charge within fifteen (15) working days of submission and acceptance of the bill including measurement of works, subject to specified deductions. |
| 8. | Period of submitting Final Bill | : | Within three (3) months from the date of completion of work. |
| 9. | Release of Security Deposit | : | After expiry of Defects Liability Period |
| 10. | Defects Liability Period | : | 12(twelve) months from the date of Virtual Completion, as mentioned in the Completion Certificate conveyed by Engineer except for water proofing and anti-termite treatment and structural glazing and glass pyramid works as stipulated in respective items. |
| 11. | Insurance etc. | : | Insurance cover as required under clause mentioned in condition of contract. |

47.0 ITEMS QUALIFYING FOR SECURED ADVANCE**A) CATEGORY**

ITEMS AGAINST WHICH SECURED ADVANCE CAN BE GRANTED AFTER OBTAINING INSURANCE COVER FROM THE CONTRACTOR

- i. Stones
- ii. Finished products of brass, aluminium, iron or steel such as doors and window frames, gate, grills
- iii. Doors and Windows fittings & other Hardware.
- iv. G.I. & C.I. Pipe length only
- v. Metallic doors / windows
- vi. Reinforcement Bars
- vii. Structural Steel & Structural glazing system.
- viii. CI valves, sluices gates etc.
- ix. Kitchen sink China vitreous, flush back for wash basin vitreous China water closet and urinal
- x. Marble slabs, Granite, Kotah, Ceramic Tiles
- xi. Finished timber products such as doors, windows, flush doors, particle boards (subject to the mandatory tests being satisfactory), laminates etc.
- xii. Sanitary fittings and pipes
- xiii. Glasses

B) SPECIAL CATEGORY:**i. CEMENT**

Advance shall be only after Engineer-in-Charge has satisfied himself regarding quality and proof of storage facility is established by Contractor Site.

Note: No material against which secured advance has been paid be removed / shifted from the works site by the Contractor.

48.0 MATERIALS

- a. Contractors should procure materials from the manufacturers specified in the tender documents or their authorized dealers and submit documentary evidence there of:
- b. Forest Royalty Clearance Certificate (FRCC) against Forest / quarry materials, consumed in the work to be submitted by the contractor, prior to release of final payment.
- c. Custom duty exemption for imported materials (if any) to be passed on to KDMNOM.

49.0 INSPECTION OF SUPPLY ITEMS

- 49.1 All inspection and tests on bought out items shall be made as required by specification forming part of this Contract. Various stages of inspection and testing shall be identified after receipt of Quality Assurance Programme from the CONTRACTOR / manufacturer.
- 49.2 Inspection calls shall be given for association of OWNER as per mutually agreed programme in prescribed proforma with 15 days margin, giving details of equipment and attaching relevant test certificates and internal inspection report of the CONTRACTOR. All drawings, general arrangement and other contract drawings, specifications, catalogues etc. pertaining to equipment offered for inspection shall be got approved by OWNER and copies shall be made available to OWNER before hand for undertaking inspection.
- 49.3 The CONTRACTOR shall ensure full and free access to the inspection engineer of OWNER at the CONTRACTOR'S or their sub-contractor's premises at any time during contract period to facilitate him to carry out inspection and testing assignments.
- 49.4 The CONTRACTOR / sub-contractor shall provide all instruments, tools, necessary testing and other inspection facilities to inspection engineer of OWNER free of cost for carrying out inspection.
- 49.5 Where facilities for testing do not exist in the CONTRACTOR'S / sub-contractor's laboratories, samples and test pieces shall be drawn by the CONTRACTOR / sub-contractor in presence of Inspection Engineer of OWNER and duly sealed by the later and sent for tests in Government approved test house or any other testing laboratories approved by the Inspection Engineer at the CONTRACTOR'S cost.
- 49.6 The CONTRACTOR shall comply with the instructions of the Inspection Engineer fully and with promptitude.
- 49.7 The CONTRACTOR shall ensure that the equipment / assemblies / component of the plant and equipment required to be inspected are not assembled or dispatched before inspection.
- 49.8 The CONTRACTOR shall not offer equipment for inspection in painted conditions unless otherwise agreed in writing with OWNER.
- 49.9 The CONTRACTOR shall ensure that the parts once rejected by the inspection engineer are not used in the manufacture of the plant and equipment. Where parts rejected by the inspection engineer have been rectified or altered, such parts shall be segregated for separate inspection and approval, before being used in the work.

- 49.10 On satisfactory completion of final inspection and testing, all accepted plant and equipment shall be stamped suitably and inspection certificate shall be stamped suitably and inspection certificate shall be issued in requisite copies for all accepted items. For stage inspection and for rejected items, only inspection memo shall be issued indicating therein the details of observations and remarks.
- 49.11 If OWNER or its representative fails to inspect within 30 days after receipt of inspection notice, the CONTRACTOR may dispatch material on specific approval of OWNER.
- 49.12 All inspections and tests shall be made as required by the specifications forming part of this contract. CONTRACTOR shall advise the OWNER in writing at least fifteen days in advance of the date of final inspection / tests. Manufacturers inspection or testing certificates for equipment and materials supplied may be considered for acceptance, at the discretion of the OWNER. All costs towards testing etc. shall be borne by the CONTRACTOR within their quoted rates.