

Tender Document

For

Construction of Tertiary Treatment Plant

at

IIE Haridwar
(Including Five Years Operation & Manitenance
thereafter)



**State Infrastructure & Industrial Development
Corporation of Uttarakhand Ltd.**

(SIIDCUL)

Contents

- Qualification Documents
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Bid Document

- Copy of NIT - NIT – 11/SIIDCUL/HDR/2017 दिनांक: 23, May 2017
- Qualifying Criteria
- Letter of application

QUALIFICATION CRITERIAS

Tenders in two bids system i.e. Technical & financial bids are invited from the reputed, experienced and resourceful contractors for Design and construction of Tertiary Treatment Plant at IIE Haridwar as briefly described below:

Name of work	Brief Description of the Applicant's Scope of Work	Completion period
Construction of Tertiary Treatment Plant at IIE Haridwar Including Operation and Maintenance thereafter for 5 years	a) RO (BW8040 module) including i. Pipe fittings, storage tanks ii. Pumps, motors, flow meters and other accessories b) Micro Filter including i. Pipe fittings, storage tanks ii. Pumps, motors, flow meters and other e) Activated Carbon Units including accessories f) Multiple effect evaporators g) Civil Work as per IIT Roorkee Report h) Electrical Works as per IIT Roorkee Report i) Operation and Maintenance thereafter for 5 years (at the time of handing over Membranes will be replaced)	9 months

The qualification of contractors and their eligibility limit in technical bid of contract shall be determined on the basis of objective evaluation of their past experience, technical qualifications and financial capabilities as per the following qualifying conditions and criteria:

1. The Applicant must have successfully completed at least one work of value equivalent to Rs. 450.00 lacs of similar nature during the last five years preceding March 2017.
2. The Applicant should have a minimum annual turnover of Rs. 500.00 lacs on civil, works in one of the last 3 financial years i.e. 2013-14, 2014-15 & 2015-16.
3. The Applicant shall have to provide documentary evidence that it has been actively engaged in the business in the related nature of work as described above for the past at least five years.
5. A declaration shall have to be submitted to the effect that the Applicant's firm has not been debarred from the tendering by the any Authority/Department.

6. The contractor shall supply general and comprehensive information on management/organization structure of the firm and shall make provision for suitably qualified personnel to fill the key positions as required during contract implementation. Requirement of minimum key personnel with qualification and experience is given in Annexure-I. The contractor shall give an undertaking in the Prescribed Format to provide personnel for these positions satisfying the qualification and experience requirements in with the Application.

7. Joint venture is not permitted.

8. The Employer will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract with SIIDCUL if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for the contract, or in execution.

9. Even though the contractor meet the above criteria, they are subject to the disqualification if the Applicant have:

- a) Made misleading or false representation in the forms, statements and attachments submitted; or
- b) records of poor performance during last 5 years, as on the date of application such as abandoning the work, rescinding of contract for which the reasons are attributable to the non-performance of the contractor, inordinate delays in completion, consistent history of litigation/arbitration awarded against the contractor or any of its constituents or financial failure due to bankruptcy, etc.
- c) In case of proprietary or partnership firm, the following are the disqualification in case of failure to disclose information by partners or the proprietor:

- a. if, any of the partners or the proprietor is debarred by SIIDCUL or any other agency of Government of India or any of the State Governments.
- b. If, any of the partners or proprietor has a criminal history or has been convicted by any court of law for any of the offences under any Indian law
- c. if, any criminal proceeding is pending in any court of law in India against any of the partners or a proprietor and if any such proceedings culminate into conviction in last five years.

SIIDCUL reserves its right to take appropriate action including cancellation of pre-qualification as may be deemed fit and proper by SIIDCUL at any time without requiring to give any notice to the contractor in this regard.

10. Contractor is advised to visit the proposed site of construction for enabling him to submit the details as required for the work in a proper manner.

11. Detailed Tender Document can be obtained from 23rd May 2017 to 26th June 2017 between 10.00hrs. to 17.00 hrs. on all working days from Office of Managing Director, SIIDCUL 29, IIE (IT Park), Sahastradhara Road, Dehradun on payment of document fee of Rs.10,000/- + 14.5% VAT extra in the form of Crossed Demand Draft/ cash in favour of “State Infrastructure & Industrial Development Corporation of Uttarakhand Ltd.” payable at Dehradun. Those who opt to download the detailed tender form shall be required to submit a draft of Rs.10,000/- + 14.5% VAT extra only in favour of SIIDCUL, Dehradun towards the cost of tender document. Without this tender document fee, the tender will be rejected.
12. Sealed envelopes containing technical bid & financial bid separately must be submitted in SIIDCUL office Dehradun at the address for communication given below on 27th June 2017 from 1100 hrs to 1400 hrs and should be clearly marked **“TENDER FOR CONSTRUCTION OF TERTIARY TREATMENT PLANT AT IIE HARIDWAR Including Operation & Maintenance for Five Years Thereafter”**(Technical or Financial bid as the case may be). The Technical bid of the work shall be opened on 27th June 2017 at 1530hrs.
13. Financial bids of only those contractors who will be declared as technically qualified contractor shall be opened at a later date as decided by SIIDCUL with prior information to such contractors.
14. SIIDCUL will not be responsible for any delay in receiving the documents and reserves the right to accept/reject any or all applications without assigning any reason thereof.

Pre-bid meeting will be held on 19th June 2017 at 1530hrs in the office as mentioned below.

Address for Communication:

**State Infrastructure & Industrial Development Corporation
Of Uttarakhand Ltd.,
29-IIE (IT Park) Sahastradhara Road,
Dehradun-248001
Ph. 0135- 2708100,
Fax 0135-2708109**

Letter of Application

[Letterhead paper of the Applicant including full postal address, telephone no., fax no. and E-mail and cable address]

Date:.....

To,

The Managing Director,
State Infrastructure & Industrial Development Corporation
Of Uttarakhand Ltd.,
29-IIE (IT Park) Sahastradhara Road,
Dehradun-248001

Name of Work: **Construction of Tertiary Treatment Plant at IIE Haridwar Including Operation & Maintenance for Five Years Thereafter.**
S.H. : Submission of technical bid for the work

Sir,

I being duly authorized to represent and act on behalf of _____ (hereinafter referred to as ‘the Applicant’), and having reviewed and fully understood all of the pre-qualification requirements and information provided, the undersigned hereby applies for qualification in technical bid on the contract as mentioned below:

We hereby request for our qualification in technical bid for following contract package:-

Name of the Work	Scope of work
Construction of Tertiary Treatment Plant at IIE Haridwar Including Operation & Maintenance for Five Years Thereafter (As per IIT Roorkee Report)	a) RO (BW8040 module) including i. Pipe fittings, storage tanks ii. Pumps, motors, flow meters and other accessories b) Micro Filter including i. Pipe fittings, storage tanks ii. Pumps, motors, flow meters and other e) Activated Carbon Units including accessories f) Multiple effect evaporators g) Civil Work as per IIT Roorkee Report h) Electrical Works as per IIT Roorkee Report i) Operation and Maintenance thereafter for 5 years (at the time of handing over Membranes will be replaced)

2. Attached to this letter are certified copies of original documents defining:

- a) Applicant's legal status;
- b) Principal place of Business;
- c) Place of incorporation (for Applicants who are corporations); or the place of registration and the nationality of the owners (for Applicants who are partnerships or individually owned firms); and
- d) Authority letter(s) for signatory(ies)

3. Your agency and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this application, and to seek clarification from our Bankers, clients regarding any financial or technical aspects. This Letter of Application will also serve as authorization to any individual or authorized representative of any institution referred to in the supporting information to provide such information deemed necessary and requested by yourselves to verify statements and information provided in this application such as the resources, experience, and competence of the Applicant.

4. Your Agency and its authorized representatives may contact the following persons for further information:

General and managerial inquiries	
Contact 1	Address & communication facilities (Telephone, Fax no. & e-mail address etc.)
Contact 2	Address & communication facilities (Telephone, Fax no. & e-mail address etc.)
Personnel Inquiries	
Contact 1	Address & communication facilities (Telephone, Fax no. & e-mail address etc.)
Contact 2	Address & communication facilities (Telephone, Fax no. & e-mail address etc.)
Technical Inquiries	
Contact 1	Address & communication facilities (Telephone, Fax no. & e-mail address etc.)
Contact 2	Address & communication facilities (Telephone, Fax no. & e-mail address etc.)
Financial Inquiries	
Contact 1	Address & communication facilities (Telephone, Fax no. & e-mail address etc.)

Contact 2	Address & communication facilities (Telephone, Fax no. & e-mail address etc.)
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5. This application is made in the full understanding and Agreement of the terms and conditions contained in ‘Tender document’ and other terms and conditions supplied to us by your agency that:

- a) Your agency reserves the right to take appropriate action including cancellation of pre-qualification as may be deemed fit;
- b) Your Agency reserves the right to amend the scope and value of contracts to be bid under this project; in which event , bids will be invited only from those Applicants who meet the resulting amended Pre-qualification requirements; and reject or accept any application, cancel the pre-qualification process ,and reject application(s);
- c) Your Agency shall not be liable for any such actions under 5 (a) & (b) above.

6. Appended to this application, we also specify the financial commitment in terms of the value as mentioned in the tender document, and the responsibilities for execution of the contract.

7. The forms attached are duly filled in and completed giving every detail with all necessary supporting documents. The list of various forms/ Annexure is as follows:-

Sl.No.	Application Form	Subject/Detail
1	1	Structure and Organization
2	2	General Construction Experience Record
3	3	Particular Construction Experience Record
4	3A	Current contract commitments/works in progress
5	3B	Experience as Prime contractor/sub-contractor works of similar nature over the last five years
6	3C	Details of contracts as listed in Application Form(3B)
7	4	Undertaking for Personnel Capabilities
8	5	Undertaking for Equipment Capabilities
9	6	Financial Capability
10	7	Information Regarding debarring / expelling of tenderer or abandonment of work by tenderer

8. We confirm that if we bid, that bid, as well as any resulting contract, will be signed so as to legally bind all the partners, jointly and severally.

9. The undersigned declare that the statements made and the information provided in the duly completed application are complete, true and correct in every detail.

10. Every page of the tender document (annexures and relevant documents) have duly been signed and stamped with the company's seal.

11. We confirm that SIIDCUL can reject our bid if any misleading, false information is found in our submission.

Signed
Name
For and on behalf of(name of partner)

APPLICATION FORM (1)

Structure and Organization

1.	The Applicant is	
	(a) An individual (b) a proprietary firm (c) a firm in partnership (d) a Limited Company or corporation <i>(Submit copy of Memorandum of Article of Association in case of Partnership/Limited company/Corporation)</i>	_____
2.	Attach the Organization Chart showing the structure of the organization including the name of the Directors and position of director's position of office	_____
3.	No. of years of experience:	
	(a) As a Prime Contractor (contractor shouldering major responsibility) (i) in own country (ii) other countries (specify country)	_____ _____
4.	For how many years has your organization been in business of similar works under its present name? What were your fields when your organization was established? Whether any new fields were added in your organization? And if so, when?	_____
5.	Were you ever required to suspend construction for a period of more than six months continuously after you started? If so, give name of project and	_____

	reasons thereof.	
6.	Have you ever left the work awarded to you Incomplete? (If so, give name of project and Reasons for not completing the work).	_____
7.	In which fields of civil engineering construction, do you claim specialization and interest.	_____
9.	Give details of your experience in doing building works	

APPLICATION FORM (2)

Financial Record

<i>Name of Applicant</i>

All individual firms are requested to complete the information in this form with regard to the management of Works contracts generally. The information supplied shall be the annual turnover of the Applicant, in terms of the amounts billed to clients for each year for work in progress or completed.

Use a separate sheet for each partner, if required.

Applicants should not enclose testimonials, certificates, and publicity material with their applications; they will not be taken into account in the evaluation of qualifications.

Annual Turnover Data (From all sources)

Financial Year	Turnover (Rs. in lacs)
1. F.Y. 2013-14	
2. F.Y. 2014-15	
3. F.Y. 2015-16	

Annual Turnover Data (From Civil Construction alone)

Financial Year	Turnover (Rs. in lacs)
1. F.Y. 2013-14	
2. F.Y. 2014-15	
3. F.Y. 2015-16	

Note: In case of turnover in foreign currency, the figures are to be given in relevant currency and Figures in INR may be worked out as per SBI BC selling rates prevalent at that time.

Certified by Chartered Accountant

APPLICATION FORM (3)

Particular Construction Experience Record

Name of Applicant

To qualify in technical bid, the Applicants shall be required to pass the specified requirements applicable to this form, as set out in the “qualifying criteria ”

On a separate page, using the format of Form (3A) & (3B) the Applicant is requested to list contract(s) of a similar nature, complexity, and requiring similar construction technology to the contract for which the Applicant wishes to qualify and which the Applicant has undertaken during the last five years. The contract value should be based on the payment currencies of the contracts converted into the Indian rupees on the last date of submission at the prevailing SBI BC selling rate. The information is to be summarized, using Form (3C), for each contract completed or under execution by the Applicant.

APPLICATION FORM (3A)

Summary Sheet:

Current Contract commitments / works in progress

Name of Applicant

Applicants should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

<i>S.N.</i>	<i>Name of the contract, Location and Nature of the work</i>	<i>Contract NO. & Date</i>	<i>Name and Address of Client (including Tel./Fax No.)</i>	<i>Contract Value</i>	<i>Length of the Project</i>	<i>Stipulated date of completion</i>	<i>Value of outstanding work</i>	<i>Estimated completion date</i>
<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>	<i>7</i>	<i>8</i>	<i>9</i>
1								
2								
3								
4								

In case of turnover in foreign currency, the figures are to be given in relevant currency and Figures in INR may be worked out as per SBI BC selling rates prevalent on the last date of submission.

APPLICATION FORM (3B)

Summary Sheet

EXPERIENCE AS PRIME CONTRACTOR WORKS OF SIMILAR NATURE (as described in qualification criteria) OVER THE LAST FIVE YEARS

Description of Work	Name of the Employer	Contract No. & Date	Value of Contract	Date of issue of work order	Stipulated period & date of completion	Actual date of Completion	Remarks explaining reasons for delay in work completion, if delay

In case of turnover in foreign currency, the figures are to be given in relevant currency and Figures in INR may be worked out as per SBI BC selling rates prevalent on the last date of submission.

APPLICATION FORM (3C)

Details of Contracts as listed in Application Form(3B)

Name of Applicant

Use separate sheet(s) for each Contract as per following format.

1.	Number of Contract
	Name of Contract
2.	Name of Employer
3.	Employer's address (Given telephone and fax No.)
4.	Nature of works and special features relevant to the Contract for which the Applicant wishes to pre-qualify
5.	(Tick one) Prime Contractor Subcontractor
6.	a) Value of the Contract
	b) Amount of share of the firm (attach proof) (Amount to be indicated in specified currencies at completion, or at date of award for current contracts)
	c) Amount of work sub-contracted by the firm
7.	Date of award
8.	Date of Completion
9.	Contract duration (years and months) _____ Year _____ Month
10,	Specified Requirements Give details of works of Construction of Civil works for building, External development works, structure works
11.	Were there any penalties / fines / stop notice / compensation / liquidated damage imposed? (Yes or No). If yes, give amount and explanation.

In case of turnovers in foreign currency, the figures are to be given in relevant currency and Figures in INR may be worked out as per SBI BC selling rates prevalent at that time.

Note: A certificate of completion from the Employer / Engineer must be enclosed.

APPLICATION FORM (4)

Personnel Capabilities

UNDERTAKING

I, the undersigned do hereby undertake that our firm M/s. _____ shall make provision for suitably qualified personnel to fill the key positions as required during contract implementation. I also undertake to provide personnel for the key positions specified in Annexure – I of qualifying documents satisfying the qualification and experience requirements.

Signed by an Authorised Officer of the Firms

Title of Officer

APPLICATION FORM (5)

Equipment Capabilities

UNDERTAKING

I, the undersigned do hereby undertake that our firm M/s. _____ shall deploy all plants and equipment's required for implementation of the project as per technical specifications. I also undertake to either own or have assured access through hire or lease the key items of the equipment's specified in Annex – II of the qualifying document.

Signed by an Authorised Officer of the Firms

Title of Officer

APPLICATION FORM 6

Financial Capability

Name of Applicant

Applicants should provide financial information to demonstrate that they meet the requirements stated in the Invitation for Pre-qualification. Each Applicant shall complete this form. If necessary, use separate sheets to provide complete banker information. A copy of the audited balance sheets should be attached.

Autonomous construction sub-divisions of parent conglomerate business shall submit financial information related only to the particular activities of the sub-division.

Banker	Name of Banker	
	Address of Banker	
	Telephone	Contact Name and Title
	Fax	E-mail

Summarize actual assets and liabilities for the previous five years. Foreign applicants should summarize actual assets and liabilities for previous five years in relevant currency at the end of the period reported and figures converted into Indian rupees at the prevailing SBI BC selling rates may also be furnished.

Year – 1	Year – 2	Year – 3
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Financial information in Indian rupees	Actual : Previous three years		
	3	2	1
1. Total assets			
2. Current assets			
3. Total liabilities			
4. Net worth			
5. Working capital			
6. Current liabilities			
7. Profits before taxes			
8. Profit after tax			

Attach audited financial statements certified by Chartered Accountant for the last three years

APPLICATION FORM (7)INFORMATION REGARDING DEBARRING / EXPELLING OF TENDERER
OR ABANDONMENT OF WORK BY TENDERER

1.	(a)	Has the Applicant or any of its constituent partners been debarred / expelled by any Agency in India, during the last 5 years as on the date of application, except on account of reasons other than non-performance.Yes / No
	(b)	If yes, give details	
2.	(a)	Has the Applicant or any of its constituent partners abandoned any contract work in India during the last 5 yearsYes / No
	(b)	If yes, give details	
3.	(a)	Has the Applicant or any of its constituent partners been declared bankrupt during the last 5 yearsYes / No
	(b)	If yes, give details, including present status	
4.		Has the Applicant or any of its constituent partners been debarred by SIIDCUL for as on the date of applicationYes / No

Note: If any information in this schedule is found to be incorrect or concealed, Pre-qualification application will be summarily rejected.

ANNEXURE - I

LIST OF MINIMUM KEY PERSONNEL REQUIRED TO BE DEPLOYED ON THE CONTRACT WORKS

Sr. No.	Personnel	Qualifications	Particular Experience(Minimum Requirement)	Minimum No. of Personnel
1.	Project Engineer	M. Tech. (Environment)	5 years of experience of construction sites	One
2.	Site Engineer	B. Tech (Civil) or equivalent	5 years of experience of construction sites	One

In addition to the above, any other technical personnel and/or Skilled workers shall be deployed as required.

ANNEXURE -II

PLANT AND EQUIPMENT REQUIRED TO BE OWNED/TAKEN ON LEASE
BY THE CONTRACTOR AS PER REQUIREMENT

Sr. No.	Type of Equipment
1.	Dozer - 1 No.
2.	JCB - 1 No.
3.	Compactor- 1 No.
4.	Concrete Mixer - 1 No.
5.	Truck- 2 nos.
6.	Thedolite & level machine

Note: All other required machineries and T&P shall be arranged by contractor.

**GENERAL & SPECIAL CONDITION OF
CONTRACT (GCC & SCC)**

A. GENERAL

1.0 SCOPE OF BID

- 1.1 The Managing Director, State Infrastructure & Industrial Development Corporation of Uttarakhand Ltd. (SIIDCUL) Dehradun, hereinafter referred to as the Owner / Employer, invites Bids for Works(as defined in these documents and referred to as "the works") mentioned in the table given in IFB in compliance to IIT Roorkee report.
- 1.2 The successful bidder is expected to design, vetting from IIT Roorkee and complete the Works within the stipulated period of completion of the Works, reckoned after considering the mobilization period as mentioned in the clause 4.0 to proceed with the Works.
- 1.3 Throughout these bidding documents, the terms "Bid" and "Tender" and their derivatives (Bid / tender, bidder / tenderer, bidding/tendering, etc) are synonymous.

2.0 QUALIFICATIONS OF THE BIDDER

To be qualified for bidding, bidder shall submit a written Power of Attorney authorizing the signatory of the bid to commit the bidder.

3.0 METHODOLOGY AND PERIOD OF COMPLETION OF WORKS

a) Methodology

A detailed note outlining the bidder's proposed methodology of construction, backed with his construction equipment planning, procurement of materials, quality control procedures proposed to be adopted, program Chart, justifying his capability of achieving the completion of work as per milestones specified within the stipulated period of completion must accompany the tender/bid.

b) Period of Completion

The Works are to be executed within a period of 9 months (nine) after considering the mobilization period to proceed with the works.

4.0 MOBILISATION PERIOD

A mobilization period of 20 days (twenty) shall be given for the mobilization of men, machinery and materials at site, to be reckoned from the date of issue of Letter of Acceptance (LOA) to start the work.

5.0 COST OF BIDDING

The bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible and liable for those costs regardless of the conduct or outcome of the bidding process.

6.0 SITE VISIT

It is deemed and advised that the bidder has visited and examined the Site of Works and its surroundings and obtain all information for himself, on his own responsibility and at his own risk and cost, that may be necessary for the preparation of the Bid and entering into a Contract for the execution of the Works. The cost of visiting the Site shall be at the bidder's own expense.

B. BIDDING DOCUMENTS

7.0 CONTENT OF BIDDING DOCUMENTS

The bidding documents are those stated below and should be read in conjunction with any Addenda, if issued, in accordance with Clause 9.0:

1. Qualifying documents
2. General Conditions of contract(GCC)
3. Special Conditions of contract(SCC)
4. Technical Specifications
5. Bill of Quantities (BOQ)
6. Tender Drawings.
7. IIT Roorkee report (part of bid document)

The bidder is expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of Bid submission will be at the bidder's own risk. Bids, which are not complete as per the requirements of the bidding documents, will be rejected.

8.0 CLARIFICATION OF BIDDING DOCUMENTS

A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing or by fax at the Employer's address with a copy to the Construction Manager as indicated in the Invitation for Bids. The Employer will respond to any request for clarification, which he receives more than 7(seven) days prior to the deadline for submission of Bids. Copies of the Employer's response will be forwarded to all the bidders, including a description of the enquiry, but without identifying its source.

9.0 AMENDMENT OF BIDDING DOCUMENTS

- 9.1 At any time prior to the deadline for submission of Bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by issuing Addenda.
- 9.2 Any Addendum thus issued shall be part of the bidding documents and shall be communicated in writing to all the prospective bidders. The prospective bidders shall acknowledge receipt of each Addendum in writing to the Employer.
- 9.3 To give prospective bidders reasonable time in which to take Addenda into account in preparing their Bids, the Employer shall extend if necessary the deadline for submission of Bids, in accordance with Sub-Clause 17.2.

C. PREPARATION OF BIDS

10.0 LANGUAGE OF BID

All documents relating to the Bid shall be in English language only.

11.0 DOCUMENTS COMPRISING THE BID

The Bid submitted by the bidder shall comprise the following:

- Bid Form (in the Format indicated in Qualifying criterias);
- Earnest Money Deposit;
- Document fee/ receipt
- Priced Bill of Quantities;
- Copy of Power of Attorney of the authorised signatory duly notarised.
- Any other document required to be submitted by the bidders in accordance with these Instructions to bidders. The documents listed under Volume III shall be filled in without exception.

12.0 BID PRICES

12.1 The quantities indicated in the Bill of Quantities are tentative and variations (plus or minus side) can be expected as per provisions mentioned in General Conditions of Contract.

12.2 The bidder shall fill in rates and prices for all items of work indicated in the Bill of Quantities. Items for which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed as covered by other rates and prices in the Bill of Quantities. Corrections if any, shall be made by crossing out, initialling and rewriting.

12.3 All duties, taxes, octroi and other levies or statutory obligations etc. enforced by the governing body are payable by the Contractor under the Contract, or for any other cause, shall be included in the rates and prices and the total Bid price submitted by the bidder, and the evaluation and comparison of Bids by the Employer shall be made accordingly.

12.4 Any alteration in any of the clauses/ drawings/ documents forming part of the tender shall make the tenderer disqualified.

13.0 BID VALIDITY

13.1 Bids shall remain valid for a period of 90 days (ninety) after the deadline for Bid submission as specified in Annexure. Bid valid for a shorter period may be rejected by the Employer as non-responsive.

- 13.2 In exceptional circumstances, prior to the expiry of the original time limit, the Employer may request the bidders to extend the period of validity for a specified additional period. The request and the bidder's responses shall be made in writing. A bidder may refuse the request without getting his Earnest Money forfeited. A bidder agreeing to the request will not be required or permitted to modify his bid.

14.0 EARNEST MONEY DEPOSIT

- 14.1 The bidder shall furnish, as part of his Bid, an Earnest Money Deposit (EMD) of the amount **as shown in column 3 of the NIT** for this particular work. This Earnest Money Deposit shall be in the form of Demand Draft only in favour of **"State Infrastructure & Industrial Development Corporation of Uttarakhand Ltd."** payable at Dehradun. Bids without proper EMD shall be summarily rejected.
- 14.2 The Earnest Money Deposit of the unsuccessful bidders will be returned within 30 days of the end of the Bid validity period specified in Sub-Clauses 13.1 & 13.2.
- 14.3 The Earnest Money Deposit of the successful bidder will become part of Security Deposit.
- 14.4 The earnest money Deposit may be forfeited;
- if the bidder withdraws or modifies his Bid after the Bid opening and during the period of Bid validity;
 - if the bidder does not accept the correction of his Bid prices, pursuant to Clause 24 ;
 - in the case of a successful bidder, if he fails within the stipulated limit to;
 - (i) mobilise the work, or
 - (ii) sign the Agreement.

15.0 FORMAT AND SIGNING OF BID

- 15.1 The bidder shall submit one original copy of the documents comprising the Bid as described in related Clause and clearly marked "ORIGINAL" as appropriate. Each page of the documents being submitted should be duly stamped and signed by the authorised person.
- 15.2 The original copy of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorised to sign on behalf of the bidder. All pages of the Bid where entries or amendments have been made shall be initialled by the person or persons signing the Bid.
- 15.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer or as necessary to correct errors made by the bidder, in which case corrections shall be initialled by the person or persons signing the Bids.

D. SUBMISSION OF BIDS

16.0 SEALING AND MARKING OF BIDS

16.1 The bidder shall seal the original and copies of the Bid in separate envelopes, duly marking the envelopes as "ORIGINAL" & "DUPLICATE". These envelopes (called as inner envelopes) shall then be put inside one outer envelope (sealed). Separate envelopes shall be used for technical and price bid. Price bid will contain the cost only and rests of the documents are in technical bid category.

16.2 The EMD shall be placed in separate envelope, duly marked as '**Earnest Money Deposit**' for the work mentioned below in clause 16.3(b) and place inside the same envelope in which the three copies of the bid are sealed.

16.3 The inner and outer envelopes shall

(a) be addressed to the Employer at the following address:

**Managing Director,
State Infrastructure & Industrial Development Corporation of
Uttarakhand Ltd.,
29, IIE (IT Park), Sahastradhara Road,
Dehradun - 248001.**

and

(b) bear the following identification:

- Bid for "**Construction of Tertiary Treatment Plant at IIE Haridwar**"
- DO NOT OPEN BEFORE **11:30 hrs on 28.09.2006**

16.4 In addition to the identification required in Sub-Clause 16.2, the inner envelopes shall indicate the name and address of the bidder to enable the Bid to be returned unopened in case either it is declared "late" pursuant to Clause 18.0 or is not accompanied by EMD as specified pursuant to clause 14.1 , or for any other reason.

16.5 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

16.6 Bids will be submitted in two bid system using separate envelopes for technical and financial/price bid. **On 28th September 2006, only** technical bid will be opened.

17.0 DEADLINE FOR SUBMISSION OF THE BID

17.1 Bids must be received by the Employer at the address of **Managing Director (SIIDCUL)** specified above not **later than 11:00 hrs on 28.09.2006. In** the event of

the specified date for the submission of Bids being declared a holiday, the Bids will be received up to the appointed time on the next working day.

- 17.2 The Employer may extend the deadline for submission of Bids by issuing an amendment in accordance with Clause 9.0, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subjected to the new deadline.

18.0 LATE BIDS

- 18.1 Any Bid received by the Employer after the deadline prescribed in Clause 17.0 will be summarily rejected and returned unopened to the bidder.

19.0 MODIFICATION AND WITHDRAWAL OF BIDS

- 19.1 No Bid may be modified after the deadline for submission of Bids.
- 19.2 Withdrawal or modification of a Bid by the Bidder on his own between the deadline for submission of Bids and the expiration of the original period of Bid validity specified in the Form of Bid may result in the forfeiture of the Earnest Money Deposit pursuant to Clause 14.0. However, this shall not apply to modification carried out during negotiation.

E. BID OPENING AND EVALUATION

20.0 BID OPENING

- a) The Employer will open the technical Bid including modification made pursuant to Clause 19.0 in the presence of the bidders or their representatives who choose to attend at the 11:30 hrs on 28.09.2006 in the office of DGM(Technical) SIIDCUL, 29, IIE (IT Park), Sahastradhara Road, Dehradun - 248001. In the event of the specified date for the opening of Bids being declared a holiday, the Bids will be opened at the appointed time and location on the next working day.
- b) Price bids of only those contractors who will be found technically suitable shall be opened at later date with prior intimation.

20.1 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 19.0 shall not be opened.

20.2 The bidders' names, the Bid prices, the total amount of each Bid, any discounts, Bid modifications and withdrawals, the presence or absence of Earnest Money Deposit, and such other details as the Employer may consider appropriate, will be announced by the Employer at the time of the opening. Any Bid price, discount, or alternative Bid price which is not read out and recorded, at bid opening will not be taken into account in Bid evaluation.

20.3 After the bid is opened, the Employer shall prepare a statement of attested/signed as well as non-attested/non-signed corrections in the tender over their signatures, particularly for the bidders who wished to refrain from attending the bid opening. This list shall then be binding on bidders who remained absent.

20.4 The Employer shall prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Sub-Clause 20.2.

21.0 PROCESS TO BE CONFIDENTIAL

21.1 Information relating to the examination, clarification, evaluation, and comparison of Bid and recommendations for the award of Contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any effort by bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of his Bid.

22.0 CLARIFICATION OF BIDS

22.1 To assist in the examination, evaluation and comparison of Bids, the Employer may, at his discretion, ask any bidder for clarification of bidder's Bid, including breakdown of unit rates. The request for clarification and the response shall be in writing but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with Clause 24.0.

23.0 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

23.1 Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid

- (a) meets the eligibility criteria defined in Clause 2.0;
- (b) has been properly signed;
- (c) is accompanied by the required Earnest Money Deposit, document fee;
- (d) is complete to the requirements of the bidding documents;
- (e) provides any clarification and/or substantiation that the Employer may require.

23.2 A complete Bid is one, which conforms to all the terms, conditions and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with bidding documents, the Employer's rights or the bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive Bids.

23.3 If a bid is not complete, it will be rejected by the Employer and may not subsequently be made responsive/complete by correction or withdrawal of the non-conforming deviation or reservation.

24.0 CORRECTION OF ERRORS

24.1 Bids determined to be complete will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

Where there is a discrepancy between the amounts in figures and in word the amount in words will govern; and

Where there is a discrepancy between the unit rate and the line item total, resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

- 24.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder, shall be considered as binding upon the bidder. If bidder does not accept the corrected amount of Bid, his Bid will be rejected, and the Bid Security may be forfeited in accordance with Sub-Clause 14.4.

25.0 EVALUATION AND COMPARISON OF BIDS

- 25.1 The Employer shall evaluate and compare the Bids which are determined to be substantially responsive in accordance with Clause 23.0.
- 25.2 In evaluating the Bids, the Employer shall determine for each Bid, the Evaluated Bid Price by adjusting the Bid Price as follows:-
making any correction for errors pursuant to Clause 24.0; or
making an appropriate adjustment for any other discounts or other price modifications offered in accordance with Sub-Clause 19.0.
- 25.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors, which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Bid evaluation.
- 25.4 The estimated effect of the price adjustment conditions under Clause 23.0 of the General Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.
- 25.5 If the Bid of the successful bidder is seriously unbalanced in relation to the Employer's estimate of the cost of work to be performed under the Contract, the Employer may require the bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed.

26.0 AWARD OF CONTRACT

Subject to Clause 27.0, the Employer will award the Contract to the bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid Price.

27.0 EMPLOYERS' RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

Notwithstanding Clause 26, the Employer does not bind himself to accept the lowest tender and reserves the right to accept or reject any Bid and to cancel the bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Employer's action.

28.0 NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

- 28.1 The bidder whose Bid has been accepted will be notified of the award by the Employer, prior to expiration of the Bid Validity period by facsimile, confirmed by registered letter. This letter (hereinafter and in the General Conditions of Contract called the "Letter of Acceptance") will specify the sum that the Employer will pay for the completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
- 28.2 The notification of award will constitute the formation of the Contract.
- 28.3 On acceptance of the tender, the successful tenderer shall inform the Employer, the name of the person/representative responsible for taking the instructions from the Construction Manager or his authorized representative.
- 28.4 The Agreement will incorporate all agreements between the Employer and the successful bidder. It will be signed by the Employer and sent to the successful bidder within 15 days (fifteen) following the notification of award along with the Letter of Acceptance. Within 15 days (fifteen) of receipt, the successful bidder will sign the Agreement and complete all the related formalities & deliver it to the Employer.
- 28.5 After the award of work to the successful bidder and signing of the Agreement, the Employer will promptly notify the other bidders that their Bids have been unsuccessful and their EMD shall be returned as indicated in clause 14.

CONTRACTOR'S BID

(THIS COVERING LETTER TO BE ON THE BIDDER'S LETTER HEAD)

Description of the work	Construction of Tertiary Treatment Plant at IIE Haridwar and thereafter Operation and Maintenance for 5 years
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To,

Managing Director,
State Infrastructure & Industrial Development Corporation of Uttarakhand Ltd.,
29, IIE (IT Park), Sahastradhara Road,
Dehradun - 248001.

Sir,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Bid for the Contract Price of Rs.
(Rupees).

This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid Validity and Earnest Money Deposit required by bidding documents.

Yours faithfully,

Authorised Signatory

Name and Title of Signatory

Name of bidder

Address:

Date:

1.0 DEFINITIONS AND INTERPRETATIONS

1.1(i) Definitions

In the Contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them except where the Contract otherwise requires:

- (a) "Owner / Employer " shall mean State Infrastructure & Industrial Development Corporation of Uttarakhand Ltd. i.e. SIIDCUL.
- (b) "Contractor" shall mean the tenderer selected by the Employer for the performance of the work and shall include the successors and permitted assigns of the Contractor.
- (c) "Construction Manager " shall mean the third party engaged (optional) by State Infrastructure & Industrial Development Corporation of Uttarakhand Ltd. i.e. SIIDCUL.
- (d) "Contract" means the Conditions in tender documents, the Specifications, the Drawings, the Bill of Quantities, the Bid and such further documents as may be expressly incorporated in the Letter of Acceptance or Contract Agreement.
- (e) "Specifications" means the relevant specification of the Works included in the Contract and any modification thereof or addition thereto as approved by the Owner / Construction Manager.
- (f) "Drawings" means all Drawings, calculations and technical information provided by the Construction Manager to the Contractor under the Contract and all Drawings, calculations, samples, patterns, models, operation and maintenance manuals and other technical information of a like nature submitted by the Contractor and approved by the Owner / Construction Manager.
- (g) "Tender/Bid" means the Contractor's priced offer to the Employer for the execution and completion of the Works and remedying of any defects therein in accordance with the provisions of the Contract, as accepted by the Letter of Acceptance. The word Tender is synonymous with "Bid" and the words "Tender Documents" with "Bidding Documents".
- (h) "Works" means the Permanent Works and the Temporary Works or either of them as appropriate.
- (i) "Letter of Intent" shall mean intimation by a letter/fax of intent that the tender has been accepted in accordance with the provisions contained in the said letter/fax.
- (j) "Letter of Acceptance" means the formal acceptance by the Employer.

- (k) "Contract Price" means the sum stated in the Letter of Acceptance as payable to the Contractor for execution and completion of the Works and remedying of any defects therein in accordance with the provision of the Contract.
- (l) "Cost" means all expenditure properly incurred or to be incurred, whether on or off the Site, including overhead and other charges properly allowable thereon but does not include any allowance for profit.
- (m) "Day" means a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- (n) "Working Day" means any day, which is not declared to be holiday or rest day by the Employer.
- (o) "Week" means a period of any consecutive seven days.
- (p) "Writing" means any hand - written, or printed / typed communication, including fax.
- (q) "Headings" in the clauses/conditions of tender document is for the convenience only and shall not be used for interpretation of the clause/condition.

1.1(ii) Language for all the Drawings, titles, notes, communications, instructions, dimensions, etc. shall be English only.

1.2 Headings and Marginal Notes

The headings and marginal notes in these conditions are indicative only and shall not be deemed part thereof or be taken into consideration in the interpretation or construction thereof or of the Contract.

1.3 Interpretation

Words imparting persons or parties shall include firms and corporations and any organization having legal capacity.

1.4 Singular and Plural

Words imparting the singular only also include the plural and vice versa where the context so requires.

1.5 Notices, Consents, Approvals, Certificates and Determinations

Wherever in the Contract , provision is made for giving or issue of any notice, consent, certificate or determination by any person, unless otherwise specified such notice, consent, approval, certificate or determination shall be in writing and the words 'notify', 'certify' or 'determine' shall be construed accordingly.

1.6 Scope of Work

It is as per the specifications, bill of quantities and the drawings/instructions issued from time to time. The drawings attached may not be the final drawings.

The drawings and design is to be provided by the contractor before start of work after getting it vetted from IIT Roorkee. The work is to be executed as per the drawings released as 'Good for Construction' in accordance to IIT Roorkee report which is the part of this bid document. The contractor has to work as per drawing, design approved from IIT Roorkee and achieve the treated effluent parameters as per IIT Roorkee report. report.

2.0 CONSTRUCTION MANAGERS AND CONSTRUCTION MANAGER'S REPRESENTATIVE

2.1 Construction Manager's Duties and Authority

- (a) The Employer will notify its Construction Manager preferably IIT Roorkee if required to deal with all the matters related to the execution and operation of the Contract.

However, the Employer / Employer's representative reserves the right in checking / tests checking of the operation of the contract in respect of quality, testing, and measurement of Works either directly or through a separate agency or both.

- (b) The Construction Manager may exercise the authority specified in or necessarily to be implied from the Contract and is not required to obtain the specific approval of the Employer before exercising any such authority. Provided further that any requisite approval shall be deemed to have been given by the Employer for any such authority exercised by the Construction Manager.

2.2 Construction Manager's Representative

The Construction Manager's Representative shall be appointed by and be responsible to the Construction Manager and shall carry out such duties and exercise such authority as may be delegated to him by the Construction Manager under Sub-Clause 2.3.

2.3 Construction Manager's Authority to Delegate

The Construction Manager may from time to time delegate to his Representative any/all of the duties and authorities vested in the Construction Manager and he may at any time revoke such delegation. Any such delegation or revocation shall be in writing and shall not take effect until a copy thereof has been delivered to the Contractor.

Any communication given by Construction Manager's Representative to the Contractor in accordance with such delegation shall have the same effect as though it had been given by the Construction Manager, provided that;

- (a) any failure of the Construction Manager's Representative to disapprove any work, materials or Plant shall not prejudice the authority of the Construction Manager to disapprove such work, materials or Plant and to give instructions for the rectification thereof; and
- (b) if the Contractor questions any communication of the Construction Manager's Representative he may refer the matter to the Construction Manager who shall confirm, reverse or vary the contents of such communication.

2.4 Appointment of Assistants

The Construction Manager or his Representative may appoint any number of persons to assist him in carrying out of his duties. He shall notify to the Contractor the names and duties of such persons. Such assistants shall have no authority to issue any instructions to the Contractor save in so far as such instructions may be necessary to enable them to carry out their duties and to secure their acceptance of materials, Plant or workmanship as being in accordance with the Contract, and any instructions given by any of them for those purposes shall be deemed to have been given by the Construction Manager's Representative.

2.5 Instructions in Writing

Instructions given by the Construction Manager shall be in writing, provided that if for any reason the Construction Manager considers it necessary to give any such instruction orally, the Contractor shall comply with such instruction. Confirmation in writing of such oral instruction given by the Construction Manager, whether before or after carrying out of the instruction, shall be deemed to be an instruction within the meaning of this Sub-Clause. Provided further that if the Contractor, within 5 days, confirms in writing to the Construction Manager any oral instruction of the Construction Manager and such confirmation is not contradicted in writing within 7 days by the Construction Manager, it shall be deemed to be an instruction of the Construction Manager.

The provisions of this Sub-Clause shall equally apply to instructions given by the Construction Manager's Representative and any Assistant of the Construction Manager or the Construction Manager's Representative appointed pursuant to Sub-Clause 2.4.

2.6 Construction Manager to Act Impartially

Wherever, under the Contract, the Construction Manager is required to exercise his discretion by;

- (a) giving his decision, opinion or consent, or
- (b) expressing his satisfaction or approval, or
- (c) determining value, or
- (d) otherwise taking action, which may affect the rights and obligations of the Employer or the Contractor,

He shall exercise such discretion impartially within the terms of the Contract and having regard to all the circumstances. Any such decision, opinion, consent, expression of satisfaction, approval, determination of value or action may be opened up, reviewed or revised as provided in Clause 19.0.

3.0 CONTRACT DOCUMENTS

3.1 Language and Law

- (a) The language in which the Contract documents shall be drawn up is English.
- (b) The country, the law of which shall apply to the Contract and according to which the Contract shall be construed is India. For any dispute the jurisdiction of the court shall be the High Court of Uttarakhand at Nainital.

3.2 Priority of Contract Documents

The several documents forming the Contract are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies the same shall be explained and adjusted by the Construction Manager who shall thereupon issue to the Contractor instructions thereon and in such event, unless otherwise provided in the Contract, the priority of the documents forming the Contract shall be as follows:

- (a) The Contract Agreement ;
- (b) The Letter of Acceptance;
- (c) The Tender;
- (d) Special Conditions;
- (e) Priced Bill of Quantities;
- (f) Specifications;
- (g) General Conditions;
- (h) Drawings;
- (i) Any other document forming part of the Contract.

3.3 Custody and Supply of Drawings and Documents

The Drawings shall remain in the sole custody of the Construction Manager, but **two copies** thereof shall be provided to the Contractor free of charge. The Contractor shall make at his own cost any further copies required by him. Unless it is strictly necessary for the purpose of the Contract, the Drawings, Specifications and other documents related to the project shall not, without the consent of the Construction Manager, be used or communicated to a third party by the Contractor. Upon issue of Defects Liability Completion Certificate, the Contractor shall return to the Construction Manager all Drawings, Specifications, and other documents provided under the Contract.

One copy of the Drawings, provided to or supplied by the Contractor shall be kept by the Contractor on the Site and the same shall at all reasonable times be available for inspection and use by the Construction Manager and any other person authorised by the Construction Manager in writing.

3.4 Disruption of Progress

The Contractor shall give notice to the Construction Manager and Employer, whenever planning or execution of the Works is likely to be delayed or disrupted unless any further Drawing or instruction is issued by the Construction Manager within a reasonable time. The notice shall include details of the Drawings or instruction required and of why and by when it is required and of any delay or disruption likely to be suffered if it is late.

If, by reason of any failure or inability of the Construction Manager to issue, within a time reasonable under the circumstances, any Drawing or instruction for which notice has been given by the Contractor in accordance with this Sub-Clause, the Contractor suffers delay, then the Construction Manager shall, after due consultation with the Contractor and approval of the Employer, determine any extension of time to which the Contractor is entitled under Clause 7.4.

If the failure or inability of the Construction Manager to issue any Drawing or instructions is caused in whole or in part by the failure of the Contractor to submit Drawings, Specifications or other documents which he is required to submit under the Contract, the Construction Manager shall take such failure by the Contractor into account when making his determination for extension of time.

3.5 Supplementary Drawings and Instructions

The Construction Manager shall have the authority to issue to the Contractor, from time to time, such supplementary Drawings and instructions as shall be necessary for the purpose of proper and adequate execution and completion of the Works and remedying of any defects therein. The Contractor shall carry out and be bound by the same.

4.0 GENERAL OBLIGATIONS

4.1 Contractor's General Responsibilities

The Contractor shall, with due care and diligence (to the extent provided for by the Contract), execute and complete the Works and remedy any defects therein in accordance with the provisions of the Contract. The Contractor shall provide all superintendence, labour, materials, Plant, Contractor's Equipment and all other things, whether of temporary or permanent nature, required in and for such design, execution, completion and remedying of any defects, so far as the necessity for providing the same is specified in or is reasonably to be inferred from the Contract. The Contractor shall promptly notify the Employer and the Construction Manager of any error, omission, fault or any other defect in the design of or specifications for the Works which he discovers when reviewing the Contract documents or in the process of execution of the Works.

The Contractor shall take the full responsibility for the adequacy, stability and safety of all Site operations and methods of construction, provided that the Contractor shall not be responsible (except as stated hereunder or as may be otherwise agreed) for the design or specification of Works, not prepared by the Contractor. Where the Contract expressly provides that part of the Works shall

be designed by the Contractor, he shall be fully responsible for that part of Works, notwithstanding any approval by the Owner / Construction Manager. In the event the Contractor defaults in any of the obligations mentioned in the Contract, the Construction Manager / Employer reserves the right to fulfil the same at the risk and cost of the Contractor.

4.2 Contract Agreement

The Contract Agreement shall be prepared and completed in the form annexed to these Conditions with such modifications as may be necessary.

4.3 Inspection of Site

The Contractor shall be deemed to have inspected and examined the Site and its surroundings and collected information available in connection therewith and to have satisfied himself (so far as is practicable, having regard to considerations of cost and time) before submitting his Bid, as to:

- (a) the form and nature thereof, including the sub-surface conditions,
- (b) the hydrological and climatic conditions,
- (c) the extent and nature of work and materials necessary for the execution and completion of the Works and remedying of any defects therein, and
- (d) the means of access to the Site and the accommodation he may require.

and in general, shall be deemed to have obtained all necessary information as above mentioned, as to risks, contingencies and all other circumstances which may influence or affect his Bid.

4.4 Sufficiency of Tender

The Contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the tender and of the rates and prices stated in the Bill of Quantities, all of which shall, except in so far as it is otherwise provided in the Contract, cover all his obligations under the Contract (including those in respect of the supply of goods, materials, Plant or services) and all matters and things necessary for the proper execution and completion of the Works and remedying of any defects therein.

The rate quoted against each item of work shall be for the complete finished item of work and shall be inclusive of all taxes, duties, levies, Works Contract / turnover tax etc. and all costs and expenses which may be required in and for execution and full protection of the work as described together with all general risks / liabilities and obligations set forth or implied in the documents on which the tender is based.

The rates quoted against each item in the Schedule of Quantities shall be deemed to cater for all minor constructional details which are not specifically mentioned, but are fairly and obviously intended and are essential for the full and final completion of the Works and the Contractor is not entitled to make any extra claim on this account.

4.5 Work to be in Accordance with Contract

Unless it is legally or physically impossible, the Contractor shall execute and complete the Works and remedy any defects therein in strict accordance with the Contract to the satisfaction of the Owner / Construction Manager in accordance to IIT Roorkee report. The Contractor shall comply with and adhere strictly to the Construction Manager's instructions on any matter, whether mentioned in the Contract or not, touching or concerning the Works. The Contractor shall take instructions only from the Construction Manager, or subject to the provisions of Clause 2.0, from the Construction Manager's representative.

4.6 Programme to be Submitted

The Contractor shall, within the time stated in Annexure after the date of the Letter of Acceptance, submit to the Employer/Construction Manager for his consent a programme in such form and detail as the Employer/Construction Manager shall reasonably prescribe, for the execution of the Works after getting the drawings vetted from IIT Roorkee. The Contractor shall, whenever required by the Employer/Construction Manager, also provide in writing for his information a general description of the arrangements and methods, which the Contractor proposes to adopt for the execution of the Works.

If at any time it should appear to the Construction Manager / Owner that the actual progress of the Works does not conform to the programme to which consent has been given, the Contractor shall produce at the request of the Employer/Construction Manager, a revised programme showing the modifications to such programme necessary to ensure completion of the Works within the time for completion and shall make all necessary efforts by way of additional input of labour or material or both, as the case may be.

4.7 Construction Manager at Liberty to Object

The Construction Manager shall be at liberty to object to and require the Contractor to remove forthwith from the Works any person provided by the Contractor who, in the opinion of the Employer / Construction Manager, misconducts or is incompetent or negligent in the proper performance of his duties, or whose presence on Site is otherwise considered by the Construction Manager to be undesirable, and such person shall not be again allowed upon the Works without the consent of the Construction Manager. Any person so removed from the Works shall be replaced as soon as possible and no claim whatsoever shall be entertained on this account.

4.8 Setting Out

The Contractor shall be responsible for;

- (a) the accurate setting - out of the Works in relation to original points, lines and levels of reference given by the Construction Manager in writing,
- (b) the correctness of the position, levels, dimensions and alignment of all parts of the Works, and

- (c) the provision of all necessary instruments, appliances and labour in connection with the foregoing responsibilities.

If, at any time during the execution of the Works, any error appears in the position, levels, dimensions or alignment of any part of the Works, the Contractor, on being required to do so by the Employer/Construction Manager, shall at his own cost rectify such error to the satisfaction of Construction Manager, unless such error is based on incorrect data supplied in writing by the Construction Manager.

The checking of any setting - out or of any line or level by the Construction Manager shall not in any way relieve the Contractor of his responsibility for the accuracy thereof and the Contractor shall carefully protect and preserve all bench - marks, sight - rails, pegs and other things used in setting - out of the Works.

4.9 Safety, Security and Protection of the Environment

The Contractor shall, throughout the execution and completion of the Works and the remedying of any defects therein;

- (a) have full regard for the safety of all persons entitled to be upon the Site and keep the Site (so far as the same is under his control) and the Works (so far as the same are not completed or occupied by the Employer) in an orderly state appropriate to the avoidance of danger to such persons, and
- (b) provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the Construction Manager or by any duly constituted authority, for the protection of the Works or for the safety and convenience of the public or others, and
- (c) take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods or operation.

In case of the failure on the part of the Contractor on above accounts, the consequences of the same shall be borne by the Contractor. Alternatively, the Employer/Construction Manager may take reasonable steps to comply with the above at the risk and cost of the Contractor.

4.10 Care of Works

The Contractor shall take full responsibility for the care of the Works and materials and Plant for incorporation therein from the Commencement Date until the date of issue of the Taking - Over Certificate for the whole of the Works, when the responsibility for the said care shall subject to Clause 4.10 (b) be passed on to the Employer, provided that;

- (a) if the Employer/Construction Manager issues a Taking - Over Certificate for any Section or part of the Works, the Contractor shall cease to be liable for the care of that Section or part from the date of issuing of the Taking - Over Certificate, when the responsibility for the care of that Section or part shall be passed on to the Employer, and
- (b) the Contractor shall take full responsibility for the care of any outstanding Works and materials and Plant for incorporation therein which he undertakes to or is otherwise required to finish during the Defects Liability Period along with the defects if any until such outstanding Works have been completed pursuant to Clause 8.0.

4.11 Responsibility to Rectify Loss or Damage

If any loss or damage happens to the Works, or any part thereof, or materials or Plant for incorporation therein, during the period for which the Contractor is responsible for the care thereof, from any cause whatsoever, other than the risks defined in Sub - Clause 4.12, the Contractor shall at his own cost, rectify such loss or damage so that the Works conform in every respect with the provision of the Contract to the satisfaction of the Construction Manager. The Contractor shall also be liable for any loss or damage to the Works occurred by him in the course of any operation carried out by him for the purpose of complying with his obligations under Clauses 8.0 and 9.0.

4.12 Employer's Risks

- (a) The Employer's risks are ;
 - (i) war, hostilities (whether war be declared or not), invasion, act of foreign enemies,
 - (ii) rebellion, revolution, insurrection, or military or usurped power, or civil war,
 - (iii) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds,
- (b) loss or damage due to the use or occupation by the Employer of any Section or part of the Works, except as may be provided for in the Contract,
- (c) any operation of the forces of nature (insofar as it occurs on the Site) such as earthquakes, tornado, lightning and unprecedented floods etc. against which an experienced Contractor could not reasonably have been expected to take precautions.

4.13 Fossils

All fossils, coins, articles of value or antiquities and structures and other remains or things of geological or archaeological interest discovered on the Site of the Works shall be deemed to be absolute property of the Employer and the Contractor shall take reasonable precautions to prevent his workmen or any other person from removing or damaging any such article or thing and shall, immediately upon discovery thereof and before removal, acquaint the

Construction Manager or Construction Manager's representative of such discovery and carry out the Construction Managers instructions for dealing with the same.

During excavation if any underground services are noticed and the same is needed to be removed / relocated, the cost of removal / relocation shall be determined by the Construction Manager and reimbursed to the Contractor after getting approval of the Employee.

4.14 Patent Rights

The Contractor shall indemnify the Employer from and against all claims and proceedings for or on account of infringement of any patent rights, design, trademark or name or other protected right in respect of any Contractor's Equipment, materials or Plant used for or in connection with or for incorporation in the Works and from and against all damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto, except where such infringement results from the compliance with the design or specification provided by the Construction Manager.

4.15 Royalties

Except where otherwise stated, the Contractor shall pay all tonnage and other royalties, rent, fees and other payments or compensation (if any) for getting stone, sand, gravel, clay or other materials required for the Works or any of them.

4.16 Contractor to Keep Site Clear

During the execution of the Works, the Contractor shall keep the Site reasonably free from all unnecessary obstructions and shall store or dispose of any Contractor's equipment and surplus materials and clear away and remove from the Site any wreckage, rubbish or temporary Works no longer required.

4.17 Clearance of Site on Completion

Before the issue of any Taking - Over Certificate, the Contractor shall clear away and remove from that part of the Site to which such Taking-Over Certificate relates all Contractor's equipment, surplus material, rubbish and temporary Works of every kind, and leave such part of the Site and Works clean and in a workmanlike condition to the satisfaction of the Owner / Construction Manager, provided that the Contractor shall be entitled to retain on Site, until the end of the Defects Liability Period, such materials, Contractor's Equipment, and temporary Works as are required by him for the purpose of fulfilling his obligations during the Defects Liability Period.

4.18 Labour

The Contractor shall make his own arrangements for the engagement of all labour, local or other.

The Contractor shall, if required by the Construction Manager, deliver to the Construction manager's representative, or at his office, a return in detail in such

form and at such intervals as the Construction Manager may prescribe showing the supervisory staff and the number of the several classes of labour from time to time employed by the Contractor on the Site and such information respecting constructional Plant as the Construction Manager's Representative may require.

The Contractor shall file all labour returns in detail to the respective authorities / statutory bodies as prescribed under law applicable at the work Site and inform the Employer / Construction Manager with copies of such returns directly filed.

The Contractor shall abide by the local laws and regulations governing labour applicable from time to time. During continuance of the Contract, the Contractor shall abide at all times by all existing labour enactments and rules made thereunder, regulations, notifications and by-laws of State or Central Government or local authority, and any other labour law (including rules), regulations, by-laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given hereafter. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of the contravention of any of the provisions of any Act or rules made thereunder, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non observance of the provisions stipulated in the notifications in the amendments / by- laws / acts / rules / regulations / including amendments, if any, on the part of the Contractor, the Construction Manager / Employer shall have the right to deduct any amount due to the Contractor. The Employer / Construction Manager shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered/likely to be suffered by the Employer.

The employees of the Contractor and the Sub - Contractors in no case shall be treated as the Employees of the Employer at any point of time.

Salient features of some of the major labour laws applicable to establishments engaged in building and other construction Works are as given below:

(a) Workmen Compensation Act, 1923

The Act provides for compensation in case of injury by accident arising out of and during the course of employment.

(b) Payment of Gratuity Act, 1972

Gratuity is payable to the employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more or on death at the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.

(c) Employees P. F. and Barbed Provision Act, 1952

The Act provides for monthly contributions by the Employer plus workers @ 10% or 8.33%. The benefits payable under the Act are:

- i) Pension or family pension on retirement or death as the case may be.
- ii) Deposit linked insurance on the death in harness of the worker.
- iii) Payment of P. F. accumulation on retirement / death etc.

(d) Maternity Benefit Act, 1951

The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.

(e) Contract Labour (Regulation & Abolition) Act, 1970

The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided by the Principal Employer by Law. The Principal Employer is required to take certificate of registration and the Contractor is required to take a licence from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if the employer employs 20 or more contract labour.

(f) Minimum Wages Act, 1948

The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provision of the Act if the employment is a scheduled employment. Construction of Buildings, Roads, Runways are scheduled employments.

(g) Payment of Wages Act, 1936

It lays down as to by what date the wages are to be paid, when it will be paid, and what deductions can be made from the wages of the workers.

(h) Equal Remuneration Act, 1979

The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.

(i) Payment of Bonus Act, 1965

The Act is applicable to all establishments employing 20 or more workmen. The Act provides for payment of annual bonus subject to a minimum of 8.33% of the wages and maximum of 20% of wages to employees Drawing Rs 3500/- P.M. or less. The Bonus to be paid to employees getting Rs 2500/- P.M. or above upto Rs. 3500/- P.M. shall be worked out by taking wages as Rs 2500/- per month only. The Act does not apply to certain establishments. The newly setup establishments are exempt for five years in certain circumstances. Some of the State

Governments have reduced the employment size from 20 to 10 for the purpose of applicability of the Act.

(j) Industrial Disputes Act, 1947

The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock out becomes illegal and what are the requirements for laying off or retrenching the Employees or closing down the establishment.

(k) Industrial Employment (Standing Orders) Act, 1946

It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.

(l) Trade Unions Act, 1926

The Act lays down the procedure for registration of trade unions of workmen and Employers. The trade unions registered under the Act have been given certain immunities from civil and criminal liabilities.

(m) Child Labour (Prohibition & Regulation) Act, 1986

The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of Child Labour is prohibited in Building and Construction Industry.

(n) Inter - State Migrant Workmen's (Regulation of Employment & Conditions of Service) Act, 1979

The Act is applicable to an establishment which employs 5 or more inter - state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment in another state). The inter - state migrant workmen, in an establishment to which this act becomes applicable, are required to be provided certain facilities such as housing, medical aid, traveling expenses from home upto the establishment and back, etc.

(o) The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act, 1996

All the establishments who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at rate not exceeding 2% of the cost of construction as may be notified by the Government. The Employer of the establishment is required to provide safety measures at the building or construction work and other welfare measures, such as Canteens, First - aid facilities, Ambulance, Housing accommodation for

workers etc. The employer to whom the Act applies has to obtain a registration certificate from the Registering officer appointed by the Government.

However the Contractor shall follow various acts with latest amendments.

4.19 Insurance & Indemnities

(a) Insurance of Works

The Contractor shall insure in the joint names of the Employer and the Contractor, against all loss or damage during transit, storage, and execution or installation and commissioning from whatever cause arising, for which he is responsible under the terms of Contract, except for excepted risks and also for all loss or damage arising from improper workmanship, in such manner that the Employer and the Contractor are covered for the period upto 12 months after the entire Work / installation is certified complete. The contractor shall bear all the costs towards the risk policy. Insurance coverage shall be as given below:

- (i) Works for the time being executed for the estimated cost at Contract rates plus 10%.
- (ii) Constructional Plant and other things brought on to the Site by the Contractor for the replacement value of such construction Plant and other things.

Such insurance shall be effected with an insurer and in the terms approved by the Employer, which approval shall not be unreasonably withheld. The original policy shall be deposited with the Employer.

If the Contractor has a blanket insurance policy for all his Works and the policy covers all the items to be insured under this Contract, the Contractor may assign such policy / policies in favour of the Employer, in lieu of taking out fresh policies in the joint names of the Contractor and the Employer.

All payments received from the Insurer under the said policy or policies shall be first received by the Employers and shall be paid to the Contractor in installments for the purpose of rebuilding or replacement or repair of the Works and / or goods destroyed or damaged as the case may be.

(b) Insurance Against Accident or Injury to Workers

The Employer shall not be liable for or in respect of any damage or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the Contractor or any Sub-Contractor. The Contractor shall indemnify and keep indemnified the Employer against all such damages and compensations, and against all claims, proceedings, costs, charges and expenses, whatsoever, in respect thereof or in relation thereto.

The Contractor shall insure against such liability with an insurer approved by the Employer and shall continue such insurance during the whole of the time that any person employed by him on the Works.

(c) Third Party Insurance

Before commencing the execution of the Works, the Contractor shall insure against his liability for any material or physical damage, loss or injury which may occur to any property including that of the Employer, and to any person including any employee of the Employer/ Consultant, by or arising out of the execution of the Works or in the carrying out of the Contract.

The third party insurance shall be effected with an insurer and in the terms approved by the Employer which is 2.5% (Two and a half percent) of the contract value .

If the contractor is unable to submit the insurances as mentioned above, within one month from the date of letter to start the work, running account payments of the contractor shall be withheld till such time the abovementioned insurances are obtained by the contractor

(d) Insurance Generally

The terms of the insurance policies shall include a provision whereby, in the event of any claim in respect of which the Contractor would be entitled to receive, indemnify under the policy being brought or made against the Employer, the insurer will indemnify the Employer against such claims and any costs, charges and expenses in respect thereof.

The insurance policies shall provide that they shall not be cancelled till the Employer has agreed to their cancellation.

The Contractor shall provide Employer and the Construction Manager with a copy of each of the insurance policies and documents taken out by him in pursuance of the Contract immediately after such insurance coverage.

If the Contractor shall fail to effect and keep in force insurance, as per the terms of Contract, the Employer may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Employer as aforesaid from any monies due or which may become due to the Contractor, or recover the same as debit due from the Contractor.

The Contractor shall be responsible for preparing all claims and make good for all damage or loss by way of repairs and / or replacement of portion of any Works damaged or lost. The transfer of title shall not in any way relieve the Contractor of his responsibilities during the period of the Contract including the Defects Liability period.

4.20 Income Taxes on Staff

The Contractor's staff, personnel and labour shall be liable to pay personnel income taxes in the Employer's country in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

4.21 Details to be Confidential

The Contractor shall treat the details of the Contract as private and confidential, save insofar as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the previous consent in writing of the Employer or the Construction Manager. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the Contract the same shall be referred to the decision of the Employer whose award shall be final.

4.22 Drawings and Photographs of the Works

The Contractor shall not disclose details of Drawings furnished to him and Works on which he is engaged without the prior approval of the Construction Manager in writing. No photographs of the Works or any part thereof or Plant employed thereon shall be taken or permitted by the Contractor to be taken by any of his employees without the prior approval of the Construction Manager in writing and no such photographs shall be published or otherwise circulated without the approval of the Construction Manager in writing.

4.23 The Apprentices Act, 1961

The Contractor shall duly comply with the provisions of the latest Apprentices Act, the rules made thereunder and the orders that may be issued from time to time under the said Act and the said rules and on his failure or neglect to do so, he shall be subject to all liabilities and penalties provided by the said Act and the said rules.

4.24 Construction Manager's Authority to Correct Errors

The Construction Manager shall at the request of either or both parties, or at his own initiative, subject to the provisions of this Sub- Clause and with retrospective effect from the date of this Contract have authority to make a determination correcting any manifest error (including for the avoidance of doubt and without prejudice to the generality of the Construction Manager's authority in this regard, any error of spelling, grammar or punctuation and any omission, inclusion or misplacement of text) in any, of this Contract, provided always that:

- (a) The Construction Manager before making such determination shall by notice to the Employer and the Contractor provide them with a draft thereof and give them a reasonable time in which to comment on the draft.

- (b) The Construction Manager shall in making such determination take into consideration the presumed intentions of the parties, the wording of any provision of the Conditions of the Contract for use and any comments received by the Employer and / or the Contractor on the draft determination provided to them under Para (a) of this Sub - Clause.
- (c) The Construction Manager shall provide the Employer and the Contractor with a copy of the determination made by him.
- (d) Clause 19.0 shall ,for the avoidance of doubt, apply to any dispute between the Employer and the Contractor in connection with or arising out of the Construction Manager's determination.

5.0 MATERIALS, PLANT AND WORKMANSHIP

5.1 Quality of Materials, Plant and Workmanship

All materials, Plant and workmanship shall be;

- (a) of the respective kinds described in the Contract and in accordance with the Construction Manager's instructions, and
- (b) subjected from time to time to such tests as the Construction Manager may require at the place of manufacture, fabrication or preparation, or on the Site or at such other place or places as may be specified in the Contract, as decided by the Owner / Construction Manager.

The Contractor shall provide such assistance, labour, electricity, fuels, stores, tools and tackles apparatus and instruments as are normally required for examining, measuring and testing any materials or Plant and shall supply samples of materials, before incorporation in the Works, for testing as may be selected and required by the Construction Manager.

5.2 Cost of Samples

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

5.3 Cost of Tests

The cost of making any test by way of cost of samples, transportation and testing fee paid to any outside testing agency shall be borne by the Contractor.

5.4 Inspection of Operations

The Employer/Construction Manager, and any person authorised by him, shall at all reasonable times have access to the Site and to all Workshops and places where materials or Plant are being manufactured, fabricated or prepared for the Works and the Contractor shall afford every facility for and every assistance in obtaining the right to such access.

5.5 Inspection and Testing

The Employer / Construction Manager shall be entitled, during manufacture, fabrication or preparation to inspect and test the materials and Plant to be supplied under the Contract. If materials or Plant are being manufactured, fabricated or prepared in Workshops of places other than those of the Contractor, the Contractor shall obtain permission for the Construction Manager to carry out such inspection and testing in those Workshops or places. Such inspection or testing shall not release the Contractor from any obligation under the Contract.

5.6 Dates for Inspection and Testing

The Contractor shall agree with the Construction Manager on the time and place for the inspection or testing of any materials or Plant as provided in the Contract. The Construction Manager shall give the Contractor not less than 24 hours notice of his intention to carry out the inspection or to attend the tests. If the Construction Manager, or his duly authorised representative, does not attend on the date agreed, the Contractor may, unless otherwise instructed by the Construction Manager, proceed with the tests, which shall be deemed to have been made in the presence of the Construction Manager. The Contractor shall forthwith forward to the Construction Manager duly certified copies of the test readings. If the Construction Manager has not attended the tests, he shall accept the said readings.

5.7 Rejection

If, at the time and place agreed in accordance with Sub-Clause 5.6, the materials or Plant are not ready for inspection or testing or if, as a result of inspection or testing referred to in this Clause, the Construction Manager determines that the materials or Plant are defective or otherwise not in accordance with the Contract, he may reject the materials or Plant and shall notify the Contractor thereof immediately. The notice shall state the Construction Manager's objections with reasons. The Contractor shall then promptly make good the defect or ensure that rejected materials or Plant comply with the Contract. If the Construction Manager so requests, the test of rejected materials or Plant shall be made or repeated under the same terms and conditions. All costs incurred by the Employer by the repetition of the tests shall, after due consultation with the Employer and the Contractor, be determined by the Construction Manager and shall be recoverable from the Contractor by the Employer and may be deducted from any monies due or to become due to the Contractor and the Construction Manager shall notify the Contractor accordingly, with a copy to the Employer.

5.8 Examination of Work Before Covering Up

No part of the work shall be covered up or put out of view without the approval of the Construction Manager and the Contractor shall afford full opportunity for the Construction Manager to examine and measure any such part of Works which is about to be covered up or put out of view and to examine foundation before any part of the work is placed thereon. The Contractor shall give notice to the Construction Manager whenever any such part of the Works or foundations is or are ready or about to be ready for examination and the Construction

Manager shall unless he considers it unnecessary and advises the Contractor accordingly, attend for the purpose of examining and measuring such part of the Works or of examining such foundations.

6.0 SUSPENSION OF WORK

6.1 Suspension of Work

The Contractor shall, on the instructions of Construction Manager with the approval of the Employer, suspend the progress of the Works or any part thereof for such time and in such manner as the Construction Manager may consider necessary and shall, during such suspension, properly protect and secure the Works or such part thereof so far as is necessary in the opinion of the Construction Manager. Unless such suspension is:

- (a) otherwise provided for in the Contract, or
- (b) necessary by reason of some default of or breach of Contract by the Contractor for which he is responsible, or
- (c) necessary for the proper execution of the Works or for the safety of the Works or any part thereof save to the extent that such necessity arises from any act or default by the Construction Manager or the Employer or from any of the risks defined in Sub - Clause 4.12;Sub - Clause 6.2 shall apply.

6.2 Construction Manager's Determination Following Suspension

Where, pursuant to Sub-Clause 6.1, this Sub-Clause applies, the Construction Manager shall, after due consultation with the Employer and the Contractor, determine any extension of time to which the Contractor is entitled under Sub - Clause 7.4.

6.3 Suspension Lasting More than 84 Days

If the progress of the Works or any part thereof is suspended on the instructions of the Construction Managers and if permission to resume work is not given by the Construction Manager within a period of 84 days from the date of suspension then, unless such suspension is within paragraph (a), (b), or (c) of Sub-Clause 6.1 the Contractor may give notice to the Construction Manager requiring permission, within 28 days from the receipt thereof, to proceed with the Works or that part thereof in regard to which progress is suspended. If, within the said time, such permission is not granted, the Contractor may, but is not bound to, elect to treat the suspension, where it affects part only of the Works, as an omission of such part under Clause 10.0 by giving a further notice to the Construction Manager to that effect, or where it affects the whole of the Works, treat the suspension as an event of default by the Employer and terminate his employment under the Contract in accordance with the provisions of Sub-Clause 21.1, whereupon the provisions of Sub-Clauses 21.2 and 21.3 shall apply.

7.0 COMMENCEMENT AND DELAYS

7.1 Commencement of Works

The Contractor shall commence the Works within the period specified in the tender after the receipt by him of an order in writing to this effect from the Construction Manager and shall proceed with the Works with due expedition and without delay except as may be expressly sanctioned or ordered by the Construction Manager or be wholly beyond the Contractor's control.

7.2 Possession of Site

The Employer will, with the Construction Manager's written order to commence the Works give to the Contractor possession of so much of the Site as may be required to enable the Contractor to commence and proceed with the construction of the Works in accordance with the programme if any, and otherwise in accordance with such reasonable proposals of the Contractor as he shall by giving notice in writing to the Construction Manager. The Construction Manager will from time to time as the Works proceed, give to the Contractor possession of such further portions of the Site as may be required to enable the Contractor to proceed with the execution of the Works with due dispatch in accordance with the said programme or proposals, as the case may be.

If the Contractor suffers delay from failure on the part of the Employer to give possession in accordance with the terms of this Clause the Construction Manager shall on the request of the Contractor grant an extension of time for the completion of the Works after taking due approval from the Employer.

7.3 Time for Completion

The whole of the Works and, if applicable, any Section required to be completed within a particular time as stated in the Bid, shall be completed, in accordance with the provisions of Sub-Clause 7.10 within the time stated for completion of the whole of the Works or the Section, calculated from the Commencement Date, or such extended time as may be allowed under Sub-Clause 7.4.

7.4 Extension of Time for Completion

In the event of

- (a) the amount or nature of extra or additional work, or
- (b) any cause of delay referred to in these Conditions, or
- (c) exceptionally adverse climatic conditions, or
- (d) any delay, impediment or prevention by the Employer, or
- (e) other special circumstances which may occur, other than through a default of or breach of Contract by the Contractor or for which he is responsible,

being such as fairly to entitle the Contractor to extension of time for completion of the Works or any Section or part thereof, the Construction Manager shall after

due approval of the Employer, determine the period of such extension and shall notify the Contractor in writing accordingly, with a copy to Employer. **No extension of time shall be admissible on account of rains.**

Provided further that the Construction Manager is not bound to make any determination unless the Contractor has

- (a) within 14 days after such event has arisen notified the Construction Manager, and
- (b) within 14 days, or such other reasonable time as may be agreed by the Construction Manager, after such notification submitted to the Construction Manager detailed particulars of any extension of time to which he may consider himself entitled in order that such submission may be investigated at the time.

The contractor may be given provisional time of extension till the time extension case is finally approved.

7.5 Interim Determination of Extension

Provided also that where an event has a continuing effect such that it is not practicable for the Contractor to submit detailed particulars within the period of 28 days referred to in Sub-Clause 7.4 , he shall nevertheless be entitled to an extension of time provided that he has submitted to the Construction Manager interim particulars at intervals of not more than 28 days and final particulars within 28 days of the end of the effects resulting from the event. On receipt of such interim particulars, the Construction Manager shall, without undue delay, make an interim determination of extension of time and on receipt of the final particulars the Construction Manager shall review all the circumstances and shall determine an overall extension of time in regard to the event. In both such cases the Construction Manager shall make his determination after due consultation with the Contractor and the Employer and shall notify the Contractor of the determination, with a copy to the Employer. No final review shall result in a decrease of any extension of time already determined by the Construction Manager.

7.6 Restriction of Working Hours

Subject to any provision to the contrary contained in the Contract, none of the Works shall save as hereinafter provided, be carried on during the night or on locally recognized days of rest without the prior consent of the Construction Manager, except when work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the Works, in which case the Contractor shall immediately advise the Construction Manager, provided that the provisions of this Sub-Clause shall not be applicable in the case of any work which is customary to carry out by multiple shifts.

7.7 Rate of Progress

If for any reason, which does not entitle the Contractor to an extension of time, the rate of progress of the Works or any Section is at any time, in the opinion of the Construction Manager, too slow to comply with the Time for Completion, the

Construction Manager shall so notify the Contractor who shall thereupon take such steps as are necessary, subject to the consent of Construction Manager, to expedite progress so as to comply with the Time for Completion. The Contractor shall not be entitled to any additional payment for taking such steps. If, as a result of any notice given by the Construction Manager under this Sub - Clause, the Contractor considers that it is necessary to do any work at night or on locally recognised days of rest, he shall be entitled to seek the consent of the Construction Manager so to do. Provided that if any steps, taken by the Contractor in meeting his obligation under this Clause, involves the employer additional supervision costs, such costs shall, after due consultation with the Contractor, be determined by the Construction Manager and shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any monies due or to become due to the Contractor and the Construction Manager shall notify the Contractor accordingly, with a copy to the Employer. The Construction Manager / Owner also reserves the right to withhold / levy liquidated damages at the discretion of the Employer, at any stage of execution of work, if the desired progress is not achieved as per the schedule .

7.8 Penalty for Delay

If the Contractor fails to comply with the time for completion, in accordance with Sub-Clause 7.11, then the Contractor shall pay to the Employer the relevant sum as penalty for such default and not as penalty (which sum shall be the only monies due from the Contractors for such default) in the manner as follows:

a) Overall penalty shall be levied at the rate of 1% per week of delay for the number of weeks that the completion date as stated in the taking-over certificate of the whole work awarded is late from the stipulated date of completion . The total amount of penalty shall not exceed 5% (Five percent) of the contract value as per the agreement. The amount so deducted from RA bill (s) as mentioned in (a) above, shall finally be adjusted while calculating the overall delay in completion of the work. The amount so recovered shall either be adjusted/refunded or more shall be recovered depending upon the overall delay, if any, calculated as per rule.

The Employer may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies due or to become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligations to complete the Works, or from any other of his obligations and liabilities under the Contract.

If the intended completion date is extended after penalty have been paid, after accounting for the valid grounds for the extension of time, if any, the amount so deducted as penalty shall be returned.

7.9 Reduction of Penalty

If, before the Time for Completion of the whole of the Works or, if applicable, any Section, a Taking - Over Certificate has been issued for any part of the Works or of a Section, the penalty for delay in completion of the remainder of the Works or of that Section shall, for any period of delay after date stated in the Taking - Over Certificate, and in the absence of alternative provisions in the Contract, be reduced in proportion which the value of the part so certified bears

to the value of the whole of the Works or Section, as applicable. The provisions of this Sub - Clause shall only apply to the rate of penalty and shall not affect the limit thereof.

7.10 Taking - Over Certificate

When the whole of the Works have been substantially completed and have satisfactorily passed any Tests on Completion prescribed by the Contract, the Contractor may give a notice to that effect to the Construction Manager, accompanied by a written undertaking to finish with due expedition any outstanding work during the Defects liability Period. Such notice and undertaking shall be deemed to be a request by the Contractor for the Construction Manager to issue a Taking - Over Certificate in respect of the Works. The Construction Manager shall, within 21 days of the date of delivery of such notice, either issue to the Contractor with a copy to the Employer, a Taking - Over Certificate, stating the date on which, in his opinion, the Works were substantially completed in accordance with the Contract, or give instructions in writing to the Contractor specifying all the work which in the Construction Manager's opinion, is required to be done by the Contractor before the issue of such Certificate. The Construction Manager shall also notify the Contractor of any defects in the Works affecting substantial completion that may appear after such instructions and before completion of the Works specified therein. The Contractor shall be entitled to receive such Taking-Over Certificate within 21 days of completion, to the satisfaction of the Construction Manager, of the Works so specified and remedying any defects so notified.

In the event the Contractor completes the whole of the works or any section before the stipulated time, the right to take over the same shall lie with the Employer only. Contractor shall have no claim whatsoever on this account.

7.11 Partial Occupation by Employer

If at any time before the whole of the Works have reached practical completion, the Employer with intimation to the Contractor may take possession of, and occupy any part of the same (any such part being hereinafter in this Condition referred to as "the relevant part"), notwithstanding anything expressed or implied elsewhere in this Contract.

7.13 Certificate of Partial Occupation

Within seven (7) days from the date on which the Employer shall have taken possession of the relevant part, the Construction Manager shall issue a Certificate of Partial Occupation stating the estimated value of the said relevant part, and for all the purposes of this Clause (but for no other) the value so stated shall be deemed to be the total value of the said relevant part.

8.0 DEFECTS LIABILITY AND OPERATION & MAINTENANCE PERIOD

8.1 Defects Liability Period AND OPERATION & MAINTENANCE PERIOD

In the conditions the expression “Defects Liability Period and operation & maintenance period” shall mean the period named in the Annexure-I attached, calculated from the date of completion of whole of Works and not the Sections certified by the Employer/Construction Manager. During this entire Period, the Contractor is required to maintain the minimum work force to be determined by the Employer/Construction Manager.

If contractor fails to rectify the defects with in 15 days from the date of written information to him then in that case the defects shall be rectified at the risk and cost of contractor.

If the defects are caused by any other agency then in that case it is the responsibility of the contractor to rectify those defects on chargeable basis. The charges shall be as per BOQ rates without any escalation.

8.2 Completion of Outstanding Work and Remedying Defects

To the intent that the Works shall, at or as soon as practicable after the expiration of Defects Liability Period, be delivered to the Employer in the condition required by the Contract, fair wear and tear excepted, to the satisfaction of the Construction Manager, the Contractor shall:

- (a) complete the work, if any, outstanding on the date stated in Taking-Over Certificate as soon as practicable after such date, and
- (b) execute all such work of amendment, reconstruction, and remedying defects, shrinkages or other faults as the Construction Manager may during the Defects Liability Period or within 14 days after its expiration, as a result of an inspection made by or on behalf of the Construction Manager prior to its expiration, instruct the Contractor to execute.

8.3 Cost of Remedying Defects

All Works referred to in Sub-Clause 8.2 (b) shall be executed by the Contractor at his own cost if the necessity thereof is, in the opinion of the Construction Manager, due to:

- (a) the use of materials, Plant or workmanship not in accordance with the Contract, or
- (b) where the Contractor is responsible for the design of part of the Works, any fault in such design, or
- (c) the neglect / failure on the part of the Contractor to comply with any obligation, expressed or implied, on the Contractor’s part under the Contract.

8.4 Contractor's Failure to Carry Out Instructions

In case of default on the part of the Contractor in carrying out such instruction within a reasonable time, the Employer shall be entitled to employ and pay other persons to carry out the same and if such work is work which, in the opinion of the Construction Manager, the Contractor was liable to do at his own cost under the Contract, then all costs consequent thereon or incidental thereto shall, after due consultation with the Contractor and the Employer, be determined by the Construction Manager and shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any monies due or to become due to the Contractor and the Construction Manager shall notify the Contractor accordingly, with a copy to the Employer.

9.0 CONTRACTOR TO SEARCH

9.1 Contractor to Search

If any defects, shrinkage or other fault in the Works appears at any time prior to the end of the Defects Liability Period, the Construction Manager may instruct the Contractor, to search under the directions of the Construction Manager for the cause thereof. If such defect, shrinkage or other fault is one for which the Contractor is liable, the cost of the work carried out in searching as aforesaid shall be borne by the Contractor and he shall in such case remedy such defect, shrinkage or other fault at his own cost in accordance with the provisions of Clause 8.0.

10.0 ALTERATIONS, ADDITIONS AND OMISSIONS

10.1 Variations

The Construction Manager in consultation with Employer shall have power:

- (a) to make alteration in, omissions from, additions to, or substitutions for the original specifications, Drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and
- (b) to omit a part of the Works in case of non availability of a portion of a Site or for any other reasons and the Contractor shall be bound to carry out the Works in accordance with any instruction given to him in writing signed by the Construction Manager and such alterations, omissions, additions or substituted work which the Contractor may be directed to do in the manner specified above on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

The time for completion of Works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered, be extended, if

requested by the Contractor, in the proportion, which the additional cost of the altered, additional or substituted work, bears to the original tendered value.

10.2 Valuation of Variations

Rates for such altered, additional or substituted work shall be determined by the Construction Manager as follows:

- (a) If the rate for which altered, additional or substituted item of work is specified in the Schedule of Quantities, the Contractor shall carry out the altered, additional or substituted items at the same rate. In the case of composite tenders, when two or more Schedules of Quantities may form part of the Contract, the applicable rate shall be taken from the schedule of quantities of that particular part in which the deviation is involved, failing that at lowest applicable rate for the same item of work in the other Schedules of Quantities.
- (b) If the rate for any altered, additional, or substituted item of work is not specified in the Schedules of Quantities, the rate for that item shall be derived from the rate for the nearest similar item specified therein. In case of composite tender where two or more schedule of quantities form part of the Contract, the rate shall be derived from the nearest similar item in the Schedules of Quantities of the particular part of the Works in which the deviation is involved failing that from the lowest of the nearest similar items in other Schedules of Quantities.
- (c) If the rate for any altered, additional or substituted item of work cannot be determined in the manner specified in sub-paras (a) & (b) above, the Contractor shall within 15 days of the date of receipt of the order to carry out the said work, inform the Construction Manager of the rate which he proposes to claim for such item of work, supported by analysis of the rate claimed, and the Construction Manager shall, within two months thereafter, after giving due consideration to the rate claimed by the Contractor, determine the rate on the basis of market rate(s). In the event of the Contractor failing to inform the Construction Manager within the stipulated period of time, the rate which he proposes to claim, the rate for such item shall be determined by the Construction Manager on the basis of rate analysis plus 10% for profits and overhead. The rates for analysis shall be DSR basic rate plus enhancement / market rate whichever is lower. The enhancement shall be worked out on the basis of wholesale price index. Market rates shall be determined by a committee comprising representatives of *SIIDCUL* and Construction Manager.

10.3 Extent of Variations

MD SIIDCUL reserves its right for allowing variation in quantities up to any extent plus or minus side in the interest of work. No claim whatsoever by the contractor in this regard shall be entertained.

10.4 Escalation

The rates shall remain firm during the period of contract and **no escalation shall be paid.**

11.0 PROCEDURE FOR CLAIMS

11.1 Notice of Claims

Notwithstanding any other provision of the Contract, if the Contractor intends to claim any additional payment pursuant to any Clause of these Conditions or otherwise, he shall give notice of his intention to the Construction Manager, with a copy to the Employer, within 28 days after the event giving rise to the claim has first arisen.

The Contractor shall send to the Construction Manager once every three months an updated account giving complete details of all claims for additional payments to which the Contractor may consider himself entitled and of all additional work ordered by the Construction Manager which he has executed during the preceding quarter failing which the Contractor shall be deemed to have waived his right. However, the Construction Manager may authorise consideration of such claims on merits.

11.2 Contemporary Records

Upon the happening of the event referred to in Sub-Clause 11.1, the Contractor shall keep such contemporary records as may reasonably be necessary to support any claim he may subsequently wish to make. Without necessarily admitting the Employer's liability, the Construction Manager shall, on receipt of a notice under Sub-Clause 11.1, inspect such contemporary records and may instruct the Contractor to keep any further contemporary records as are reasonable and may be material to the claim of which notice has been given. The Contractor shall permit the Construction Manager to inspect all records kept pursuant to this Sub-Clause and shall supply him with copies thereof as and when the Construction Manager so instructs.

11.3 Substantiation of Claims

Within 28 days, or such other reasonable time as may be agreed to by the Construction Manager, of giving notice under Sub-Clause 11.1, the Contractor shall send to the Construction Manager an account giving detailed particulars of the amount claimed and the grounds upon which the claim is based. Where the event giving rise to the claim has a continuing effect, such account shall be considered to be an interim account and the Contractor shall, at such intervals as the Construction Manager may reasonably require, send further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. In cases where interim accounts are sent to the Construction Manager, the Contractor shall send a final account within 28 days of the end of the effects resulting from the event. The Contractor shall, if required by the Construction Manager so to do, send copy to the Employer of all accounts sent to the Construction Manager pursuant to this Sub-Clause.

11.4 Failure to Comply

If the Contractor fails to comply with any of the provisions of this Clause in respect of any claim which he seeks to make, his entitlement to payment in

respect thereof shall not exceed such amount as the Construction Manager or any arbitrator or arbitrators appointed pursuant to Sub-Clause 19.3 assessing the claim considers to be verified by contemporary records (whether or not such records were brought to the Construction Manager's notice).

11.5 Payment of Claims

The Contractor shall be entitled to have included in any interim payment certified by the Construction Manager pursuant to Clause 15.0, such amount in respect of any claim as the Construction Manager, after due consultation with the Employer and the Contractor, may consider due to the Contractor provided that the Contractor has supplied sufficient particulars to enable the Construction Manager to determine the amount due. If such particulars are insufficient to substantiate the whole of the claim, the Contractor shall be entitled to payment in respect of such part of the claim as such particulars may substantiate to the satisfaction of the Construction Manager. The Construction Manager shall notify the Contractor of any determination made under this Sub-Clause, with a copy to the Employer.

12.0 CONTRACTOR'S EQUIPMENT, TEMPORARY WORKS AND MATERIALS

12.1 Contractor's Equipment, Temporary Works and Materials; Exclusive Use for the Works

All Contractor's equipment, temporary Works and materials provided by the Contractor shall, when brought on to the Site, be needed to be exclusively intended for the execution of the Works and the Contractor shall not remove the same or any part thereof, except for the purpose of moving it from one part of the Site to another, without the consent of the Construction Manager. Provided that consent shall not be required for vehicles engaged in transporting any staff, labour, Contractor's Equipment, Temporary Works, Plant or materials to or from the Site.

12.2 Employer Not Liable for Damage

The Employer shall not at any time be liable, save as mentioned in Clauses 4.10 and 17.0, for the loss of or damage to any of the said Contractor's Equipment, Temporary Works or materials.

12.3 Condition of Hire of Contractor's Equipment

With a view to securing, in the event of termination under Sub - Clause 16.1, the continued availability, for the purpose of executing the Works, of any hired Contractor's Equipment, the Contractor shall not bring on to the Site any hired Contractor's Equipment unless there is an agreement for the hire thereof (which agreement shall be deemed not to include an agreement for hire purchase) which contains a provision that the Equipment owner thereof will, on request in writing made by the Employer within 7 days after the date on which any termination has become effective, and on the Employer undertaking to pay all hire charges in respect thereof from such date, hire such Contractor's Equipment to the Employer on the same terms in all respect as the same was hired to the Contractor save that the Employer shall be entitled to permit the use thereof by

any other Contractor employed by him for the purpose of executing and completing the Works and remedying any defects therein, under the terms of the said Clause 16.0.

12.4 Costs for the Purpose of “Remedies”

In the event of the Employer entering into any agreement for the hire of Contractor’s Equipment pursuant to Sub-Clause 12.5, all sums properly paid by the Employer under the provisions of any such agreement and all costs incurred by him (including stamp duties) in entering into such agreement shall be deemed, for the purpose of Clause 16.0, to be part of the cost of executing and completing the Works and the remedying of any defects therein.

12.5 Approval of Materials Not Implied

The operation of this Clause shall not be deemed to imply any approval by the Construction Manager of the materials or other matters referred to therein nor shall it prevent the rejection of any such materials at any time by the Construction Manager.

13.0 MEASUREMENT

Measurements of Work Done

The Employer/Construction Manager shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the Contract.

The measurement of all items having financial value shall be entered in Measurement Books and/or Level Field book so that a complete record is obtained of all Works performed under the Contract.

All measurements and levels shall be taken by the Contractor jointly with Employer/Construction Manager or his authorised representative from time to time during the progress of the work and such measurements shall be signed and dated by the Employer/Construction Manager and countersigned by the Contractor or their representatives in token of their acceptance. If the Contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties.

If for any reason, the Contractor or his representative is not available and the work of recording measurements is suspended by the Employer/Construction Manager or his representative, the Construction Manager shall not entertain any claim from the Contractor for any loss or damages on this account. If the Contractor or his authorised representative does not remain present at the time of such measurements after the Contractor or his authorised representative has been given notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Employer/Construction Manager or his representative shall be deemed to be accepted by the Contractor.

The Contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements and recording levels.

Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provisions in the relevant Indian Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurement shall be taken in accordance with relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.

The Contractor shall give not less than seven days notice to the Employer/Construction Manager or his authorised representative in-charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of measurement and shall not cover up and place beyond the reach of measurement any work without consent in writing of the Construction Manager or his authorised representative in-charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of measurements without such notice having been given or the Employer/Construction Manager's consent being obtained in writing the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Employer/Construction Manager or his authorised representative may cause either themselves or through another officer of the SIIDCUL to check the measurements recorded jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

It is also a term of this Contract that recording of measurements of any items of work in the Measurement Book and / or its payment in the interim, on account or final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the Contractor from liabilities from any over measurement or defects noticed till completion of the Defects Liability Period.

14.0 SUB-LETTING OF WORKS

No sub-contracting or sub-letting of work shall be permitted in normal circumstances. However, MD SIIDCUL reserves his right to accord necessary approval in this regard.

15.0 CERTIFICATES AND PAYMENT

15.1 Monthly Statements

The Contractor shall submit a statement in 3 copies to the Employer/Construction Manager by 5th of each month for the work executed upto the end of the previous month in a tabulated form approved by the Employer/Construction Manager, showing the amounts in Indian rupees to which the Contractor considers himself to be entitled (proforma in which bill is to be submitted is enclosed in Section 5).

15.2 Monthly Payments

The said statement shall be approved or amended by the Employer/Construction Manager in such a way that, in his opinion, it reflects the amounts due to the Contractor in accordance with the Contract, after deduction, of any sums which may have become due and payable by the Contractor to the Employer. In cases where there is a difference of opinion as to the value of any item, the Employer/Construction Manager's view shall prevail. Within ten days after the receipt of the monthly statement, the Construction Manager shall determine the amounts due to the Contractor and shall issue to the Contractor a certificate called " Interim Payment Certificate", certifying the amounts due to the Contractor. However, the Employer/Construction Manager may recommend advance payment against on account bills when there is likely to be delay in authorising payments for some special reasons which should be recorded.

Upon receiving the 'Payment certificate' due to be paid to the contractor from the Employer/Construction Manager, the Employer shall make the payment within ten days.

15.3 Correction of Certificates

In any Interim Payment Certificate the Construction Manager / Employer may make any correction or modification in any previous interim payment certificate which shall have been issued by him and shall have the authority, if any work is not being carried out to his satisfaction, to omit or reduce the value of such work.

15.4 Statement at Completion

Not later than 84 days after the issue of the Taking- Over Certificate in respect of the whole of the Works, the Contractor shall submit to the Construction Manager 3 copies of a statement at completion with supporting documents showing in details, in the form approved by the Construction Manager:

- (a) the final value of all work done in accordance with the Contract up to the date stated in such Taking- Over Certificate.
- (b) any further sums which the Contractor considers to be due.

15.5 Final Statement

Not later than 56 days after the issue of the Defects Liability Certificate pursuant to Sub-Clause 15.10, the Contractor shall submit to the Construction Manager for consideration 3 copies of a draft Final statement with supporting documents showing in detail, in the form approved by the Construction Manager:

- (a) the value of all work done in accordance with the Contract, and
- (b) any further sums which the Contractor considers to be due to him under the Contract or otherwise.

If the Employer/Construction Manager disagrees with or cannot verify any part of the draft final statement, the Contractor shall submit such further information as the Employer/Construction Manager may reasonably require and shall make such changes in the draft as may be agreed between them. The Contractor shall then prepare and submit to the Employer/Construction Manager the final statement as agreed (for the purposes of these conditions referred to as the "Final Statement")

If, following discussions between the Employer/Construction Manager and the Contractor and any changes to the draft final statement which may be agreed between them, it becomes evident that a dispute exists, the Employer/Construction Manager shall deliver to the Employer an Interim Payment certificate of those parts of the draft final statement, if any, which are not in dispute. The dispute may then be settled in accordance with Clause 19.0. The final statement shall be agreed upon settlement of the disputes.

15.6 Discharge

Upon submission of the Final statement, the Contractor shall give to the Employer, with a copy to the Employer/Construction Manager, a written discharge confirming that the total of the Final Statement represents full and final settlement of all monies due to the Contractor arising out of or in respect of the Contract.

15.7 Final Payment Certificate

Within two months after the receipt of the Final Statement, and the written discharge, the Employer/Construction Manager shall issue to the Employer (with a copy to the Contractor) a Final Payment Certificate stating:

- (a) the amount which, in the opinion of the Employer/Construction Manager, is finally due under the Contract, and
- (b) after giving credit to the Employer for all amounts previously paid by the Employer and for all sums to which the Employer is entitled under the Contract other than under Sub - Clause 7.8 the balance, if any, due from the Employer to the Contractor or from the Contractor to the employer as the case may be.

15.8 Cessation of Employer's Liability

The Employer shall not be liable to the Contractor for any matter or thing arising out of or in connection with the Contract or execution of the Works, unless the Contractor shall have included a claim in respect thereof in his Final Statement.

15.9 Time for Payment

The amount due to the Contractor under any Interim Payment Certificate issued by the Employer/Construction Manager pursuant to this Clause, or to any other terms of the Contract, shall, subject to Clause 7.8, be paid by the Employer to the Contractor within 10 days after such Interim Payment Certificate has been delivered to the Employer, or, in the case of the Final Payment Certificate, within 56 days, after such Final Payment Certificate has been delivered to the Employer. In the event of the failure of the Employer to make payment within the times stated, the Employer shall pay to the Contractor interest at the rate stated in the Annexure to tender upon all sums unpaid from the date by which the same should have been paid. The provisions of this Sub-Clause are without prejudice to the Contractor's entitlement under Clause 21.0.

15.10 Defects Liability Certificate

The Contract shall not be considered as completed until a Defects Liability Period Completion Certificate shall have been signed by the Construction Manager and delivered to the Employer with a copy to the Contractor, stating the date on which the Contractor shall have completed his obligations to execute and complete the Works and remedy any defects therein to the Construction Manager's satisfaction. The Defects Liability Certificate shall be given by the Employer/Construction Manager within 28 days after the expiration of the Defects Liability Period, or, if different Defects Liability Periods shall become applicable to different Sections or parts of the Works, the expiration of the latest such period.

15.11 Unfulfilled Obligations

Notwithstanding the issue of the Defects Liability Period Completion Certificate the Contractor and the Employer shall remain liable for the fulfillment of any obligation incurred under the provisions of the Contract prior to the issue of the Defects Liability Certificate which remains unperformed at the time such Defects Liability Certificate is issued and for the purposes of determining the nature and extent of any such obligation, the Contract shall be deemed to remain in force between the parties to the Contract.

16.0 REMEDIES

16.1 Default of Contractor

If the Contractor is deemed by law unable to pay his debts as they fall due, or enters into voluntary or involuntary bankruptcy, liquidation or dissolution (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or becomes insolvent, or makes an arrangement with, or assignment in favour of, his creditors, or agrees to carry out the Contract under a committee of inspection of his creditors, or if a receiver, administrator, trustee or liquidator is appointed over any substantial part of his assets, or if, under any law or regulation relating to reorganisation, arrangement or readjustment of debts, proceedings are commenced against the Contractor or resolutions passed

in connection with dissolution or liquidation or if any steps are taken to enforce any security interest over a substantial part of the assets of the Contractor, or if any act is done or event occurs with respect to the Contractor or his assets which, under any applicable law has a substantially similar effect to any of the foregoing acts or events, or has an execution levied on his goods, or if the Construction Manager certifies to the Employer, with a copy to the Contractor, that in his opinion, the Contractor:

- (a) has repudiated the Contract, or
- (b) without reasonable excuse has failed
 - i) to commence the Works in accordance with Sub-Clause 7.1, or
 - ii) to proceed with the Works, or any Section thereof, within 28 days after receiving notice pursuant to Sub-Clause 7.7, or
- (c) has failed to comply with a notice issued pursuant to Sub-Clause 5.7 or an instruction issued for removal of Improper Work, Materials or Plant within 28 days after having received it, or
- (d) despite previous warning from the Construction Manager , in writing, is otherwise persistently or flagrantly neglecting to comply with any obligations under the Contract,

then the Employer may, after giving 14 days notice to the Contractor, enter upon the Site and Works and terminate the employment of the Contractor without thereby voiding the Contract, or releasing the Contractor from any of his obligations or liabilities under the Contract, or affecting the rights and authorities conferred on the Employer or the Construction Manager by the Contract, and may himself complete the Works or may employ any other Contractor to complete the Works. The Employer or such other Contractor may use for such completion so much of the Contractor's Equipment, Temporary Works and materials as he or they may think proper and the Employer may, at any time, sell any of the said Contractor's Equipment, Temporary Works and unused Plant and Materials and apply the proceeds of sale in or towards the satisfaction of any sums due or which may become due to Contractor from the construction under the Contract.

In case the work is left by the Contractor in between the Contract period, the Employer has full right to forfeit his Security Deposit / Performance Guarantee and his all other due payments. The balance work shall be got done at the risk and cost of the Contractor.

16.2 Valuation at Date of Termination

The Construction Manager shall, as soon as may be practicable after any such entry and termination by the Employer, fix and determine ex-prate, or by or after reference to the parties or after such investigation or inquiries as he may think fit to make or institute, and shall certify:

- (a) what amount (if any) had, at the time of such entry and termination, been reasonably earned by or would reasonably accrue to the Contractor in respect of work then actually done by him under the Contract, and
- (b) the value of any of the said unused or partially used materials, any Contractor's Equipment and any Temporary Works.

16.3 Payment after Termination

If the Employer terminates the Contractor's employment under this Clause of Remedies, he shall not be liable to pay to the Contractor any further amount (including damages) in respect of the Contract until the expiration of the Defects Liability Period and there after until the costs of execution, completion and remedying of any defects, damages for delay in completion (if any) and all other expenses incurred by the Employer have been ascertained and the amount thereof certified by the Construction Manager. The Contractor shall then be entitled to receive only such sum (if any) as the Construction Manager may certify would have been payable to him upon due completion by him after deducting the said amount. If such amount exceeds the sum which would have been payable to the Contractor on due completion by him, then the Contractor shall, upon demand, pay to the Employer the amount of such excess and it shall be deemed a debt due by the Contractor to the Employer and shall be recoverable accordingly.

16.4 Assignment of Benefit of Agreement

Unless prohibited by law, the Contractor shall, if so instructed by the Construction Manager within 14 days of such entry and termination referred to in Sub-Clause 16.1, assign to the Employer the benefit of any agreement for the supply of any goods or materials or services and/or for the execution of any work for the purpose of the Contract, which the Contractor may have entered into.

16.5 Urgent Remedial Work

If, by reason of any accident, or failure, or other event occurring to, or in connection with the Works, or any part thereof, either during the execution of the Works, or during the Defects Liability Period, any remedial or other work is, in the opinion of the Construction Manager, urgently necessary for the safety or progress of the Works and the Contractor is unable or unwilling at once to do such work, the Employer shall be entitled to employ and pay other person to carry out such work as the Construction Manager may consider necessary. If the work or repair so done by the Employer is work which, in the opinion of the Construction Manager, the Contractor was liable to do at his own cost under the Contract, then all costs consequent thereon or incidental thereto shall, after due consultation with the Employer and the Contractor, be determined by the Construction Manager and shall be recoverable from the Contractor accordingly, with a copy to the Employer, provided that the Construction Manager shall, as soon after the occurrence of any such emergency as may be reasonably practicable, notify the Contractor thereof.

17.0 SPECIAL RISKS

17.1 No Liability for Special Risks

The Contractor shall be under no liability whatsoever in consequence of any of the special risks referred to in Sub-Clause 17.2, whether by way of indemnity or otherwise, for or in respect of:

- (a) destruction of or damage to the Works
- (b) destruction of or damage to property, whether of the Employer or third parties, or
- (c) injury or loss of life.

17.2 Special Risks

The special risks are the risks as defined under Sub - Clause 4.12.

17.3 Damage to Works by Special Risks

If the Works or any material or Plant on or near or in transit to the Site, or any of the Contractor's Equipment, sustain destruction or damage by reason of any of the said special risks, the Contractor shall be entitled to payment in accordance with the Contract for any Work duly executed and for any materials or Plant so destroyed or damaged and, so far as may be required by the Construction Manager or as may be necessary for the completion of the Works for:

- (a) rectifying any such destruction or damage to the Works, and
- (b) replacing or rectifying such materials or Contractor's Equipment,

and the Construction Manager shall determine an addition to the Contract price in accordance with Sub - Clause 10.2 (which shall in the case of the cost of replacement of Contractor's Equipment include the fair market value thereof as determined by the Construction Manager) and shall notify the Contractor accordingly, with a copy to the Employer.

17.4 Projectile, Missile etc.

Destruction, damage, injury or loss of life caused by the explosion or impact, whenever and wherever occurring, of any mine, bomb, shell, grenade, or other projectile, missile, ammunition, or explosive of war, shall be deemed to be a consequence of the said special risks.

17.5 Increased Costs Arising from Special Risks

Save to the extent that the Contractor is entitled to payment under any other provision of the Contract, the Employer shall repay to the Contractor any costs of the execution of the Works which are howsoever attributable to or consequent on or the result of or in any way whatsoever connected with the said special risks,

subject however to the provisions in this Clause hereinafter contained in regard to outbreak of war, but the Contractor shall, as soon as any such cost comes to his knowledge, forthwith notify the Construction Manager thereof. The Construction Manager shall, after due consultation with the Employer and the Contractor, determine the amount of the Contractor's costs in respect thereof which shall be added to the Contract Price and shall notify the Contractor accordingly, with a copy to the Employer.

17.6 Outbreak of War

If, during the currency of the Contract, there is an outbreak of war, whether war is declared or not, in any part of the world which, whether finally or otherwise, materially affects the execution of the Works, the Contractor shall, unless and until the Contract is terminated under the provision of this Clause, continue to use his best endeavours to complete the execution of the Works, provided that the Employer shall be entitled, at any time after such outbreak of war, to terminate the Contract by giving notice to the Contractor and, upon such notice being given, the Contract shall, except as to the rights of the parties under this Clause and Clause 19.0, terminate, but without prejudice to the rights of either party in respect of any antecedent breach thereof.

17.7 Removal of Contractor's Equipment on Termination

If the Contract is terminated under the provisions of Sub-Clause 17.6, the Contractor shall, with all reasonable dispatch, remove from the Site all Contractor's Equipment.

17.8 Payment if Contract Terminated

If the Contract is terminated as aforesaid, the Contractor shall be paid by the Employer, insofar, as such amounts or items have not already been covered by the payments on account made to the Contractor, for all work executed prior to the date of termination at the rates and prices provided in the Contract and in addition, the following shall also be considered for payment:

- (a) The amounts payable in respect of any preliminary items referred to in the Bill of Quantities, so far as the work or service comprised therein has been carried out or performed, and a proper proportion of any such items which have been partially carried out or performed.
- (b) The cost of materials, Plant or goods reasonably ordered for the Works which have been delivered to the Contractor or of which the Contractor is legally liable to accept delivery, such materials, Plant or goods becoming the property of the Employer upon such payments being made by him.
- (c) Any additional sum payable under the provisions of Sub-Clauses 17.3 and 17.5.

Provided that against any payment due from the Employer under this Sub-Clause, the Employer shall be entitled to be credited with any outstanding balances due from the Contractor for advances in respect of Contractor's Equipment, materials and Plant and any other sums which, at the date of termination, were recoverable by the Employer from the Contractor under the

terms of the Contract. Any sums payable under this Sub-Clause shall, after due consultation with the Employer and the Contractor, be determined by the Construction Manager who shall notify the Contractor accordingly, with a copy to the Employer.

18.0 RELEASE FROM PERFORMANCE

Payment in Event of Release from Performance

If any circumstance outside the control of both parties arises after the issue of the Letter of Acceptance which renders it impossible or unlawful for either party to fulfil his Contractual obligations, or under the law governing the Contract the parties are released from further performance, then the sum payable by the Employer to the Contractor in respect of the work executed shall be the same as that which would have been payable under Clause 17.0 if the Contract had been terminated under the Provisions of Clause 17.0.

19.0 SETTLEMENT OF DISPUTES

19.1 Construction Manager's Decision

If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with, or arising out of, the Contract or the execution of the Works, whether during the execution of the Works or after their completion and whether before or after repudiation or other termination of the Contract, including any dispute as to any opinion, instruction, determination, certificate or valuation of the Construction Manager, the matter in dispute shall, in the first place, be referred in writing to the Construction Manager, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the eighty-fourth (84th) day after the day on which he received such reference, the Construction Manager shall give notice of his decision to the Employer and the Contractor. Such decision shall state that it is made pursuant to this Clause.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the works with all due diligence and the Contractor and the Employer shall give effect forthwith to every such decision of the Construction Manager unless and until the same shall be revised, as hereinafter provided, in an amicable settlement or an arbitral award.

If either the Employer or the Contractor be dissatisfied with any decision of the Construction Manager, or if the Construction Manager fails to give notice of his decision on or before the eighty-fourth (84th) day after the day on which he received the reference, then either the Employer or the Contractor may, on or before the seventieth day (70th) after the day on which he received notice of decision, or on or before the seventieth (70th) day after the day on which the said period of 84 days expired, as the case may be, give notice to the other party, with a copy for information to the Construction Manager, or his intention to commence arbitration, as hereinafter provided, as to the matter in dispute. Such notice shall establish the entitlement of the party giving the same to commence arbitration, as hereinafter provided, as to such dispute and, subject to Sub-Clause

19.4, no arbitration in respect thereof may be commenced unless such notice is given.

If the Construction Manager has given notice of his decision as to a matter in dispute to the Employer and the Contractor and no notice of intention to commence arbitration as to such dispute has been given by either the Employer or the Contractor on or before the seventieth day after the day on which the parties received notice as to such decision from the Construction Manager, the said decision shall become final and binding upon the Employer and the Contractor.

19.2 Amicable Settlement

Where notice of intention to commence arbitration as to a dispute has been given in accordance with Sub-Clause 19.1 the parties shall attempt to settle such dispute amicably before the commencement of arbitration. Provided that, unless the parties otherwise agree, arbitration may be commenced on or after the fifty-sixth (56th) day after the day on which notice of intention to commence arbitration of such dispute was given, even if no attempt at amicable settlement thereof has been made.

19.3 Arbitration

Any dispute in respect of which;

- (a) the decision, if any, of the Construction Manager has not become final and binding pursuant to Sub-Clause 19.1 and
- (b) amicable settlement has not been reached within the period stated in Sub-Clause 19.2,

shall be finally settled, unless otherwise specified in the Contract, under the Rules of Indian Arbitration Act 1996 by one or more arbitrators appointed under such Rules. The said arbitrator/s shall have full power to open up, review and revise any decision, opinion, instruction, determination, certificate or valuation of the Construction Manager related to the dispute.

Neither party shall be limited in the proceedings before such arbitrator/s to the evidence or arguments put before the Construction Manager for the purpose of obtaining his said decision pursuant to Sub-Clause 19.1. No such decision shall disqualify the Construction Manager from being called as a witness and giving evidence before the arbitrator/s on any matter whatsoever relevant to the dispute.

Arbitration may be commenced prior to or after completion of the works provided that the obligations of the Employer, the Construction Manager and the Contractor shall not be altered by reason of the arbitration being conducted during the progress of the Works.

19.4 Failure to Comply with Construction Manager's Decision

Where neither the Employer nor the Contractor has given notice of intention to commence arbitration of a dispute within the period stated in Sub-Clause 19.1

and the related decision has become final and binding, either party may, if the other party fails to comply with such decision, and without prejudice to any other rights it may have, refer the failure to arbitration in accordance with Sub-Clause 19.3. The provisions of Sub-Clauses 19.1 and 19.2 shall not apply to any such reference.

20.0 NOTICES

20.1 Notice to Contractor

All the certificates, notices or instructions to be given to the Contractor by the Employer or the Construction Manager under the terms of the Contract shall be sent by post or facsimile transmission to or left at the Contractor's principal place of business or such other address as the Contractor shall nominate for that purpose.

20.2 Notice to Employer and Construction Manager

Any notice to be given to the Employer or to the Construction Manager under the terms of the Contract shall be sent by post or facsimile transmission to or left at the respective address nominated for that.

20.3 Change of Address

Either party may change a nominated address to another address in the country where the Works are being executed by prior notice to the other party, with a copy to the Construction Manager, and the Construction Manager may do so by prior notice to both parties.

21.0 DEFAULT OF EMPLOYER

21.1 Default of Employer

In the event of the Employer :

- (a) failing to pay to the Contractor the amount due under any certificate of the Construction Manager within 30 days after the expiry of the time stated in Sub-Clause 15.1 within which payment is to be made, subject to any deduction that the Employer is entitled to make under the Contract, or
- (b) becoming bankrupt or, going into liquidation, other than for the purpose of a scheme of reconstruction or amalgamation, or
- (c) giving notice to the Contractor that for unforeseen reasons due to economic dislocation it is impossible for him to continue to meet his Contractual obligations,

the Contractor shall be entitled to terminate his employment under the Contract by giving notice to the Employer, with a copy to the Construction Manager. Such termination shall take effect 30 days after the giving of the notice.

21.2 Removal of Contractor's Equipment

Upon the expiry of the 30 days notice period referred to in Sub-Clause 21.1, the Contractor shall, notwithstanding the provisions of Sub-Clause 12.1, with all reasonable dispatch, remove from the Site all Contractor's Equipment brought by him thereon.

21.3 Payment on Termination

In the event of such termination, the Employer shall be under the same obligations to the Contractor in regard to payment as if the Contract has been terminated under the provisions of Clause 17.0.

21.4 Contractors Entitlement to Suspend Work

Without prejudice to the Contractor's entitlement to interest under Sub-Clause 15.9, and to terminate under Sub - Clause 21.1, the Contractor may, if the Employer fails to pay the Contractor the amount due under any certificate of the Construction Manager within 28 days after the expiry of the time stated in Sub-Clause 15.9, within which payment is to be made, subject to any deduction that the Employer is entitled to make under the Contract, after giving 28 days prior notice to the Employer, with a copy to the Construction Manager, suspend work or reduce the rate of work.

If the Contractor suspends work or reduces the rate of work in accordance with the provisions of this Sub-Clause and thereby suffers delay, the Construction Manager shall, after due consultation with the Employer and the Contractor, determine any extension of time to which the Contractor is entitled under Sub - Clause 7.4 and shall notify the Contractor accordingly, with a copy to the Employer.

21.5 Resumption of Work

Where the Contractor suspends work or reduces the rate of work, having given notice in accordance with Sub-Clause 21.4, and the Employer subsequently pays the amount due, including interest pursuant to Sub-Clause 15.9, the Contractor's entitlement under the Sub-Clause 21.1, shall, if notice of termination has not been given, lapse and the Contractor shall resume normal working as soon as is reasonably possible.

22.0 CHANGES IN COST AND LEGISLATION

22.1 Increase or Decrease of Cost

The rates quoted by the contractor are firm and no escalation is payable on account of any increase in the prices of commodities , POL ,labour or any statutory obligation during the agreed or extended contract duration.

22.2 Subsequent Legislation

If during the concurrency of the contract there occur changes to any National or State Statute, Ordinance, Decree or other Law or any regulation or bye-law of any

local or other duly constituted authority, or the introduction of any such State Statute, Ordinance, Decree, Law, regulation or bye-law which causes reduced cost to the Contractor, in the execution of the Contract, such reduction in cost shall, after due consultation with the Employer and the Contractor, be determined by the Construction Manager and shall be deducted from the Contract Price and the Construction Manager shall notify the Contractor accordingly, with a copy to the Employer.

22.3 Other Changes in Cost

To the extent that full compensation for any rise or fall in costs to the Contractor is not covered by the provisions of this or other `Clauses in the Contract, the unit rates and prices included in the Contract shall be deemed to include amounts to cover the contingency of such other rise or fall of costs.

23.0 Taxation

The Price Bid by the Contractor shall include all custom duties, import duties, business taxes, income and other taxes that may be levied from time to time during the execution of the work awarded on the Contractor's Equipment, Plant, materials and supplies (permanent, temporary and consumable) acquired for the purpose of the Contract and on the services performed under the Contract. Nothing in the Contract shall relieve the Contractor from his responsibility to pay that may be levied in the Employer's country on profits made by him in respect of the Contract.

24.0 HEALTH AND SANITARY ARRANGEMENT FOR WORKERS

24.1 General

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 the Owner from time to time for the protection of health and sanitary arrangements for all workers.

The Contractor shall provide in the labour colony all amenities such as electricity, water and other sanitary and health arrangements. The Contractor shall also provide necessary surface transportation to the place of work and back to the colony for their personnel accommodated in the labour colony.

24.2 Creches

The Contractor shall at his own cost provide his labour at every work place at which 50 or more women workers are ordinarily employed, two huts for the use of children under the age of 6 years, belonging to such women. One hut shall be used for infants' games, play, and the other as bedroom. The huts shall not be constructed on a lower standard than the following:

- (i) thatched roofs;
- (ii) brick floor and walls;

- (iii) planks spread over the brick floor and covered with matting;
- (iv) arrangements for heating during winter months;
- (v) suitable nos. of toilets, baths and arrangements for drinking water;

The huts shall be provided with suitable and sufficient opening for light and ventilation. There shall be adequate provision of sweepers to keep the places clean. There shall be two attendants at any time including during the extended working hours. Sanitary utensils shall be provided to the satisfaction of the Health Officer of the area concerned. The use of the hut shall be restricted to only children, their attendants and mothers of the children.

Where the number of women workers is more than 25 and less than 50, the Contractor shall provide at least one hut and one attendant to look after the children of women workers. The size of creche / s shall vary according to the number of women workers. The same shall be properly maintained and toys etc. shall be provided. The arrangement has to approved by the Construction Manager.

25.0 ARBITRATION

Except where otherwise provided for in the Contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before contained in this contract or as to the quality of the workmanship or materials used on the work or arising out of the terms and conditions of the contract whether during the progress of the work or after the completion or abandonment thereof, at the request of the aggrieved party in writing, shall be referred to the sole arbitration of the person nominated and appointed by the Managing Director, State Infrastructure & Industrial Development Corporation of Uttarakhand Ltd (SIIDCUL), in respect of the contracts entered for and on behalf of the Corporation, by any officer/ Authority of the Corporation.

The parties of the contract agree that it will be no objection to any such appointment that the sole arbitrator so appointed is a Corporation employee. The Sole Arbitrator to whom the matter is originally referred being transferred or having vacated his office or being unable to act for any reason whatsoever, the Managing Director, SIIDCUL, as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the Contract. Such person as and when appointed shall proceed with the reference from the stage at which it was left by his predecessor in accordance with the rules, regulations and the law of the land. It is also a term of this contract that no person other than a person appointed by the Managing Director, SIIDCUL, as aforesaid should act as Arbitrator and if for any reason that is not possible, the matter is not to be referred to arbitration at all.

It is also the term of the contract that the party invoking the arbitration clause shall specify the dispute(s) or difference(s) to be referred to the arbitration under this contract together with the amount(s) claimed in respect of each such dispute(s) or difference(s). In an arbitration invoked at the instance of either party to the Contract, the Arbitrator would be free to consider the counterclaims of the other party or even though they are not mentioned in the reference to arbitration.

Subject as aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 (No. 26 of 1996) or any statutory modification or re-enactment thereof and rules

made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.

The Arbitrator shall give speaking award.

SAFETY CODE

26.0 General

Contractor shall adhere to the safe construction practice and guard against hazardous, and unsafe working conditions and shall comply with Employer's safety rules as set forth herein.

26.1 Safety Regulations

- (a) 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 expenses arrange for all the safety provisions as per safety codes of Indian Standards Institution, the Electricity Act and such other acts as applicable.
- (b) The Contractor shall observe and abide by all fire and safety regulations.

26.2 First Aid

- (a) Contractor shall maintain adequate First Aid facilities for its employees and labour. An MBBS doctor with assisting nurses and helper should be available throughout the pendency of the Contract.
- (b) Contractor shall make outside arrangements for Ambulance service and for the treatment of injuries. Names of those providing these services shall be furnished to Employer and their telephone numbers shall be prominently posted in Contractor's field office.
- (c) All critical industrial injuries shall be reported promptly to the Employer, and a copy of the Contractor's report covering each personal injury requiring the attention of a physician shall be furnished to the Employer.

26.3 Contractor's Barricades and Lighting Arrangements

Contractor shall erect and maintain barricades required in connection with his operations to guard Excavations and Hoisting Areas.

These should be properly lighted during the night.

26.4 Excavation and Trenching

All trenches 1.2 metres or more in depth, shall at all times be supplied with at least one ladder for each 50 metres length or fraction thereof.

Ladder shall be extended from bottom of the trench to at least one metre above the surface of the ground. The sides of the trenches, which are 1.5 metres in depth, shall be stepped back to give suitable slope or securely held by timber

bracing, so as to avoid the danger of sides to collapse. The excavated materials shall not be placed within 1.5 metres of the edge of the trench or half of the trench width whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or under-cutting shall be done.

26.5 General Safety

All necessary personal safety equipment as considered adequate by the Construction Manager, should be kept available for the use of the persons employed on the Site and maintained in condition suitable for immediate use, and the Contractor shall take adequate steps to ensure proper use of equipment by those concerned. Upon the award of work the Contractor will submit to the Construction Manager Two copies of a construction safety manual to cover onsite safety controls for approval and agreement prior to use.

26.6 Care in Handling Inflammable Gas

The Contractor has to ensure all precautionary measures and exercise utmost care in handling the inflammable gas cylinders / inflammable liquids / paints etc. as required under the law and /or as advised by the Fire Authorities.

26.7 Preservation of Peace

The Contractor shall take requisite precautions and use his best endeavours to prevent any riotous or unlawful behaviour by or amongst his workmen and others employed on the Works and for the preservation of peace and protection of the inhabitants and security of property in the neighbourhood of the Work. In the event of the Employer requiring the maintenance of a Special Police Force at or in the vicinity of the Site during the tenure of Works, the expenses thereof shall be borne by the Contractor and if paid by the Employer shall be recoverable from the Contractor.

26.8 Outbreak of Infectious Diseases

The Contractor shall remove from his camp such labour and their families who refuse to protective inoculation and vaccination when called upon to do so by the Construction Manager's representative. Should Cholera, Plague or other infectious diseases break out, the Contractor shall burn the huts, beddings, clothes and other belongings used by the infected parties and promptly erect new huts on healthy Sites as required by the Construction Manager failing which within the time specified in the Construction Manager's requisition, the work may be done by the Employer and the cost thereof recovered from the Contractor.

26.9 Use of Intoxicants

The unauthorised sale of spirits or other intoxicating beverages upon the work in any of the buildings, encampments or tenements owned, occupied by or within the control of the Contractor is prohibited and the Contractor shall exercise his influence and authority to the utmost extent to secure strict compliance with this condition.

SPECIAL CONDITIONS

GENERAL

The prices Bid by the Contractor shall include all duties taxes etc. and any other taxes that may be levied in accordance with the laws and regulations in being on the date 28 days prior to the latest date of submission of Bids.

SECURITY DEPOSIT (SD)

The security deposit shall be deducted from the running account bill of the Contractor @ 10% of the gross value subject to maximum of 10% of the awarded amount of Contract.

The earnest money deposit at the time of tender submission shall be treated as part of security deposit and only after this EMD is fully adjusted, the amount from Running Account bills shall be deducted towards Security Deposit.

DEFECTS LIABILITY PERIOD AND RELEASE OF SECURITY DEPOSIT

Security Deposit deducted shall be released after defect liability period of six months. During this liability period of six months, Contractor shall be bound to rectify any defects in their executed Works. In case the Contractor fails to remedy the defects to the full satisfaction of the Construction Manager / Employer, the Employer shall be at liberty to forfeit the available Security amount and get the defects remedied at the risk and cost of the Contractor. The Contractor is supposed to keep required staff during the defect liability period after completion and thereafter as and when required.

MOBILISATION OF RESOURCES

The contractor shall provide all labour, machinery, tools & plants and any other construction equipments to carry out the work in workmanlike manner and complete the same. No expenses for mobilization and de-mobilization at the completion of work in all respects shall be paid and are deemed to be included in the rates quoted.

It shall be your responsibility to get the approvals sanctioned prior to execution from SIIDCUL/local authority for any modification/revision. Nothing extra shall be paid for getting them sanctioned and for carrying out the same.

VALIDITY OF BID

Bid submitted by the bidder shall remain valid for acceptance for a period of 90 days from the date of opening the Bid. The bidders shall not be entitled during the period of 90 days, to revoke or cancel Bid or vary any term thereof without written consent of the owner. In case of bidder revoking or canceling his Bid or

varying any term in regard thereof, the bidder's Earnest Money Deposit shall be forfeited by the Employer.

BAILING OUT WATER

During the execution of the work, if any de-watering including pumping out of sub-soil/ underground water is required to be carried out, the same shall be done by the contractor and nothing extra shall be paid on this account.

TEMPORARY POWER SUPPLY

Contractor shall obtain temporary power connection from the local body for the construction purpose. The Contractor shall at his own cost make arrangement for temporary distribution of power to the work Site. Contractor shall at his own cost remove all the wires, pipes, ballies etc. after completion of work.

TEMPORARY WATER SUPPLY

For construction purpose the Contractor has to rely on ground water supply only. Contractor at his own cost and initiative shall provide suitable pumps and pipeline networks for the distribution of water at the Work Site. All such installation and pipes should not interfere with the layout and progress of other construction Works at Site. Contractor shall remove at his own cost all pipelines, equipment, pumps etc. after completion of work.

LAND FOR CONTRACTOR'S STORE, OFFICE ETC.

Any land provided by the Owner to the Contractor within the provisions hereof for labour hutments, stores, temporary offices etc. shall be on temporary basis till completion of works and shall not create any right, title or interest whatsoever in the Contract herein or in respect thereof.

TIME FOR COMPLETION

The time for completion of the work is two months from the date after the mobilization period. **Time shall be the essence of the contract.**

SHOP DRAWINGS

The contractor shall prepare the shop drawings (three sets) required, if any, before the execution of the work and submit to Construction Manager for approval. No extra charges/ claim shall be entertained on this account.

SITE MEETING

Weekly Site meeting, to be attended by representatives of the Employer, Construction Manager and Contractor shall be held every Wednesday for progress monitoring and other issues of construction. In the event of Wednesday being a holiday, the meeting will be held on the next working day.

PRIORITISATION REVIEW

The Contractor is required to execute the works as per approved schedule. However, during the period of execution, in case the necessity arises to change the priority of the construction schedule, as per requirement of the Employer, the Contractor is bound to follow the changed priority which

shall be communicated to the Contractor during weekly review meeting and the Contractor shall have no claim whatsoever on this account.

STAFF EMPLOYED

The contractor shall employ the staff after verifying their antecedents and loyalty. You are to ensure that no personnel of doubtful background is associated in any way with the work.

The Employer/ Construction Manager shall have full power to remove any personnel/employee of the contractor, without giving any reason thereof. No compensation shall be allowed on this account.

LIST OF DOCUMENTS TO BE MAINTAINED AT SITE BY THE CONTRACTOR

- (i) Labour register
- (ii) Material Register (Materials Account Statement)
- (iii) Material Testing Register
- (iv) Cube Testing Register
- (v) Cement Register
- (vi) Daily Works Register
- (vii) Site Instruction Book
- (viii) Any other documents required by Construction Managers to check quality / progress of work etc. shall be maintained by Contractor at Site.

PLANNING AND REVIEW OF WORKS AND ITS PROGRESS

The contractor shall submit weekly and monthly progress report(3 copies) as per the format decided by the Construction Manager. Additionally, one set of photographs highlighting the status of various activities and physical completion of the work is to be submitted every fortnight.

ASSOCIATED WORKS / OTHER CONTRACTS ON SITE

- a) The Contractor shall note that other Contractors would be carrying out other Works within or adjacent to the Site during the duration of this Contract.
- b) The Contractor shall not have exclusive possession of the Site but shall have to liaise and co - ordinate with all other Contractors and authorities carrying out Works on or in the vicinity of the Site and shall afford all reasonable opportunity and assistance to other contractors to carry out their Works with minimum mutual interference or disruption.
- c) If the performance of any Contractor is likely to interfere with the simultaneous execution of another Contract, the Construction Manager shall decide which Works shall take precedence, and there shall be no claim whatsoever for any delay, disruption of work or cost arising out of the Construction Manager's decision.

- d) The Contractor shall be deemed to have allowed in his Tender of all costs arising from above causes and shall not be entitled to any payment in respect of such causes.
- e) The Contractor shall carry out the work in Sections as directed by the Construction Manager and hand over to other Contractor in stages for carrying out other Works.

PART RATE PAYMENT

Payment for items of work, which are partly completed shall be allowed at part rates derived from the Contract rates. Payment for altered, additional or substituted items of work ordered shall be allowed at provisional rates as may be fixed by the Construction Manager till the rates are finally approved.

INTERIM PAYMENT

All interim payments shall be treated as payments by way of advances against final payments and not as payments for the work done or be considered as an admission of the due performance of the Contract.

TAKING OUT OF MATERIAL

No material , equipment is to be taken out of the project Site by the Contractor without the approval of the Construction Manager.

OTHER CONDITIONS

- A) The rates shall be entered in figures as well as in words. **In case of discrepancy in rates between words & figures, the rate as in words will be taken as authentic.** In case a tenderer fails to fill the rates in words, this tender is liable to be rejected at the sole discretion of the accepting authority.
- B) The bidder shall enter both 'unit rate' and 'amount' against each item. **In case of any mismatch between amount calculated based on unit rate and amount as entered, the lower of two shall be considered for evaluation and award.**
- C) In case of omission in quoting any rate, the evaluation will be done considering the highest quoted rate obtained against that item. But the work if awarded will be on the lowest quoted rate obtained against that item.
- D) Please note that if at any point, it is found that the progress of work is slow and by this pace, contractor will not be able to complete the work in time then MD SIIDCUL may use his discretionary powers to engage another agency to the works on a debitable basis chargeable to contractor during the currency of agreement. No claim in this shall be entertained.

ANNEXURE -I

1	Name of the work	Construction of Tertiary Treatment Plant at IIE Haridwar Including Operation & Maintenance for five years thereafter
2	Earnest Money Deposit	Rs. 22,000/-
3	Security Deposit	10% of the Contract value
4	Stipulated period of completion	9 month
5	Validity of Bid	90 days from the last date of receipt of tender.
6	Date, time and place of submission of tenders	27.10.2006 upto 11:00 hrs at the office of Managing Director, State Infrastructure & Industrial Development Corporation of Uttranchal Ltd., 29, IIE (IT Park), Sahastradhara Road, Dehradun - 248001
7	Date of opening of Tender	27.10.2006 at 11.30 hrs.
8	Rate of liquidated damage	1% of the contract cost for every delay per week subject to a maximum of 5% (five percent) of the contract amount
9	Defects Liability period & Operation and Maintenance	60 months from the certified date of completion
10	Time period for submission of programme of execution of works	Within 20 days from the date of Letter of Acceptance

Technical Specifications

Work shall be carried out as per BOQ and related technical specifications confirming to CPWD specifications and relevant IS Codes. However, if there is any discrepancy, decision of Engineer in charge shall be final.

Price Bid

(Bill of Quantities)

PRICE BID (Schedule 'A')
Construction of playground at village Danda Noorie Near IT Park, Dehradun

ABSTRACT OF COST

S. No.	Description of Item	Unit	Qty.	Rate		Amount	
				In Words	In Figure	In Words	In Figure
1	Bush cutting including all cost of labour, T&P etc. required for proper completion of works as per directions by Engineer-in-charge	Sqm	13000				
2	Earthwork in cutting in levelling the earth including all cost of labour, machinery, T&P etc. required for proper completion of works as per directions by Engineer-in-charge.	Cum	3150				
3	Earthwork in filling in low areas including all cost of labour, T&P etc. required for proper completion of works as per directions by Engineer-in-charge	Cum	600				
4	Loosening & compacting original ground level by mechanical means including all cost of labour, T&P etc. required for proper completion of works as per directions by Engineer-in-charge	Cum	1950				
5	Earthwork in excavation in foundation in buildings & other development works including all cost of labour, T&P etc. required for proper completion of works as per directions by Engineer-in-charge	Cum	23.19				
6	Supplying & laying PCC 1:4:8 in cement, aggregates, sand ratio including all cost of material labour, T&P etc. required for proper completion of works as per directions by Engineer-in-charge	Cum	7.18				

7	Supplying & laying Brick Work 1:6 cement sand mortar including all cost of material, labour, T&P etc. required for proper completion of works as per directions by Engineer-in-charge	Cum	36.12				
8	Supplying & laying Half brick masonry 1:4 in position in building works including all cost of material, labour, T&P etc. required for proper completion of works as per directions by Engineer-in-charge	Sqm	2.83				
9	Supplying & laying Honey comb work in cement mortar 1:4 in buildings works including all cost of materials labour, T&P etc. required for proper completion of works as per directions by Engineer-in-charge	Sqm	11.3				
10	Supplying & laying 100mm C.C. 1:3:6 over consolidated brick ballast 75mm thick in position including all cost of labour, T&P etc. required for proper completion of works as per directions by Engineer-in-charge	Cum	11.05				
11	Providing & laying RCC 1:2:4 in slabs in position including all cost of material, labour, T&P etc. required for proper completion of works as per directions by Engineer-in-charge	Cum	2.74				
12	Providing & fixing shuttering work in slabs, beams, columns etc in position including all cost of material, labour, T&P etc. required for proper completion of works as per directions by Engineer-in-charge	Sqm	15.24				
13	Supplying & fixing reinforcement for RCC works in position including all cost of materials, labour, T&P etc. required for proper completion of works as per directions by Engineer-in-charge	Qtl	2.08				

14	Providing & laying plaster in 1:6 cement mortar including all cost of labour, T&P etc. required for proper completion of works as per directions by Engineer-in-charge	Sqm	283.37				
15	Plaster finished with a floating coat of neat cement 1:4 including all cost of labour, T&P etc. required for proper completion of works as per directions by Engineer-in-charge	Sqm	8.42				
16	Dry distempering works including all cost of labour, T&P etc. required for proper completion of works as per directions by Engineer-in-charge	Sqm	47.37				
17	Supply & laying snowcem works in building areas including all cost of labour, T&P etc. required for proper completion of works as per directions by Engineer-in-charge.	Sqm	176.17				
18	M.S. Iron work in built up structure like gate & ventilator including all cost of labour, T&P etc. required for proper completion of works as per directions by Engineer-in-charge	M.T.	5				
19	Enamel painting over built up steel structures including primecoat including all cost of labour, T&P etc. required for proper completion of works as per directions by Engineer-in-charge	Sqm	44.46				
20	Kota Stone flooring including all cost of labour, T&P etc. required for proper completion of works as per directions by Engineer-in-charge	Sqm	15.24				

21	Compacted earth filling including all cost of labour, T&P etc. required for proper completion of works as per directions by Engineer-in-charge	Cum	76.96				
22	Providing & fixing White vitreous China, Orrissa pattern W.C. pan of size 580x440mm including all cost of labour, T&P etc. required for proper completion of works as per directions by Engineer-in-charge	No.	2				
23	Providing and fixing vitrous china flat black half stall urinal of 580x380x350mm including all cost of labour, T&P etc. required for proper completion of works as per directions by Engineer-in-charge	No.	1				
24	Providing & fixing two half stall urinals range with 5 litre PVC automatic flushing cistern including all cost of labour, T&P etc. required for proper completion of works as per directions by Engineer-in-charge	No.	1				
25	Providing and fixing wash basin size 630x450mm with a pair of 15mm CP brass pillar taps including all cost of labour, T&P etc. required for proper completion of works as per directions by Engineer-in-charge	No.	2				
26	Providing and fixing mirror rectangular shape 453x357mm including all cost of labour, T&P etc. required for proper completion of works as per directions by Engineer-in-charge	No.	2				
27	Providing & fixing soil, waste and vent pipes 100mm dia centrifugally cast including all cost of labour, T&P etc. required for proper completion of works as per directions by Engineer-in-charge	RM	45				

28	Providing and fixing bend of required degree with access door including all cost of labour, T&P etc. required for proper completion of works as per directions by Engineer-in-charge	No.	6				
29	Providing & fixing plain bend 100 mm centrifugally cast including all cost of labour, T&P etc. required for proper completion of works as per directions by Engineer-in-charge	No.	6				
30	Supplying & fixing PVC storage tank 500 ltr in position	No.	2				
31	Supplying & fixing GI pipes with required GI fittings concealed in walls, 15 mm dia size in position including all cost of labour, T&P etc. required for proper completion of works as per directions by Engineer-in-charge	RM	18				
32	Supplying & fixing GI pipes with required GI fittings in external mode, 15 mm dia size in position including all cost of labour, T&P etc. required for proper completion of works as per directions by Engineer-in-charge	RM	30				
33	Providing & fixing 15mm size ball valve (brass) in position including all cost of labour, T&P etc. required for proper completion of works as per directions by Engineer-in-charge	No.	2				
34	Providing & fixing brass bib cock 15mm size in position including all cost of labour, T&P etc. required for proper completion of works as per directions by Engineer-in-charge	No.	2				

Tender Drawings
(Download using this link)

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