

HSCC (I) Ltd.
(A Govt. Of India Enterprise)

Tender

FOR

**Providing Maintenance work for HSCC (I) Ltd at
E-6(A), Sector-1, Noida**

**Conditions of Contract, Instruction to bidders and specific
condition of Contract
Volume-I**

March 2007

HSCC (INDIA) LTD.
(Consultants & Engineers for Mega Hospitals & Laboratories
E-6(A), Sector-I, NOIDA (U.P.-201301 (INDIA))

INSTRUCTION TO BIDDERS

GENERAL

1.0. Description of Works

1.1 The site for Providing Maintenance work for **HSCC India Ltd corporate office at E-6 (A), Sector – 1, Noida**. The scope of work shall also include their maintenance during defect liability period.

1.2. The Principal Employer/Employer

HSCC India Ltd. shall be principal employer/employer/owner for the work at HSCC India Ltd corporate office at Sector – 1, Noida " All documents relating to labour license, submission of drawings to statutory authority for obtaining necessary clearance etc is to be signed/endorsed by Principal employer/employer/owner.

1.3. In these documents whenever the word tender/tendered/tendering has been used, the same may be considered synonymous with/bid/bidder/bidding.

1.4. Time for Completion & Commandment of works

The successful bidder shall complete the works within **06(Six) calendar moths** from the date of placement of order. Commencement shall be within 3 days from the date of issue of work order.

2.0. Information to be Submitted.

2.1. Bids submitted shall include the following information:

- (a) Copies of original documents defining the constitution, legal status, place of registration and principal place of business of the company or firm.
- (b) A work plan clearly bringing out how the bidder proposes to carry out to achieve the quality and the time schedule.

The work plan clearly spell out with specific details the following:

- i. Detailed programme in the form of PERT/CPM network clearly bringing out details of start & completion of all important activities and also programme showing material & labour resources related to the above PERT/CPM network.
- ii. List of equipment along with details proposed to be used on the works.
- iii. List and bio-data of Engineers and other important staff members proposed to be employed on the works.
- iv. Details of new and used shuttering proposed to be employed on the works.

3.0. Cost of Bidding

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

4.0. Site Visit

- 4.1. The bidder is advised to acquaint himself with the job involved, visit the Site & examine soil conditions, climatic conditions, labour, power, material availability, transport and communication facilities environmental regulations, laws and bye-laws of statutory local bodies and the Govt. of India and collect all information that will be necessary for preparing the bid and entering into a contract.

The cost of visiting the Site and collecting information for the purpose of submission of the bid shall be to the bidder's account.

- 4.2. The bidder and any of his personnel or agents will be granted permission by the Employer to enter upon the site for the purpose of such inspection, but only upon the express condition that the bidder, his personnel or against all liabilities in respect thereof and will be responsible for personnel injury (Whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expense however caused, which, but for the exercise of such permission would not have arisen.

BID DOCUMENTS

5.0. Content of Bid Documents

- 5.1. The Bid Documents comprise the following:-

Volume I	=	General Conditions & Special Conditions of contract & instructions to bidder
Volume II	=	Specifications
Volume-III	=	Bill of Quantities

- 5.2. The bidder is expected to examine carefully all instructions, condition, forms, terms, specifications and drawings in the Bid documents, Failure to comply with the requirements of the Bid Documents will be at the bidder's own risk.

6.0. Clarification of Bid Documents

- 6.1. A prospective bidder requiring any clarifications on the Bid Documents may notify the Engineer in writing or by telex or cable at the Engineer's mailing address indicated in the Bid Documents.

7.0. Amendment of Bid Documents

- 7.1. At any time prior to the dead line for submission of bids, the Engineer may for reason, whether at his own imitative or in response to a clarification requested by the prospective bidder, modify the Bid Documents by amendment required nor permitted to modify his bid, but will be required to extend the validity of his bid security correspondingly.

8.0 Bid Security

- 8.1. The bidder shall furnish a bid security of the amount of Rs. 14,000.00 (Fourteen thousand only). No deviation shall be permitted from this.
- 8.2. The bid security shall be in the form of a demand draft/pay order in favour of M/s. HSCC (India) Ltd., Plot-6(A), Block-E, Sector-I, NOIDA, UP-201 301 from any Nationalised bank/Scheduled bank.
- 8.3. Any bid not accompanied by an acceptable bid security will be straightaway rejected.
- 8.4. The bid securities of unsuccessfully bidders except L2 bidders will be returned as promptly as possible after receiving performance security from lowest bidder.

- 8.5. The bid security of the L1 & L2 bidders will be returned upon the L1 bidder executing the contract and furnishing the required performance security.
- 8.6. The bid security may be forfeited:
- a) If a bidder withdraws his bid during the period of bid validity.
 - b) In the case of successful bidder, if the does not.
 - i) enter into the contract or
 - ii) furnish the necessary performance security
 - iii) agree to arithmetic corrections made as per terms of bid documents.
- 9.0 No interest will be payable by the engineer on the bid security amount cited above.

10.0 Format and Signing of Bid

- 10.1 The tender shall be filled & signed only by the firm/corporation in whose name the tenders have been issued. The bid shall be typed or written indelible ink and duly signed by a person or person duly authorised to being the bidder to the contract. Proof of authorization shall be furnished in the form of written Power of Attorney which shall accompany the bid.
- 10.2 All pages of bid shall be initialed and stamped by the person signing the bid where entries or amendments have been made.
- 10.3 The complete bid shall be without alterations interlining and erasures except those to accord with instruction issued by the Engineer or as necessary to correct errors made by the bidder in which case such correction shall be initialed by person signing the bid.

SUMBISSION OF BID

11.0 Sealing, Marking & Submission

- 11.1 The bid shall be submitted in accordance with the procedure detailed herein. Specified documents, shall be enclosed in envelope of appropriate size each of which shall be sealed.
- (i) **Envelope No. 1:** Shall contain the bid security as indicted above covering letter and the other bid documents Vol-I
 - (ii) **Envelope No. 2:** Shall contain Volume II consist of Specifications duly signed and stamped without any conditions whatsoever, Bids containing any conditions in Enveloped No. 2 are liable to be summarily rejected.
 - (iii) **Envelope No. 3 :** Bill of Quantities(vol.III), and rates/prices duly filled in and signed and stamped without any conditions whatsoever,

The contractor must fill up price against each item of BOQ (Volume III) both in words and figures in the blank spaces provided in the respective columns.

The rates written in words shall prevail in case of any variation between the rates mentioned in figure and words.

Please note that the price should not be indicated in any of the documents enclosed in envelope 1. Non-compliance shall entail rejection of the bid.

- 11.2 The bidder shall seal the bid.

11.3 All the above three envelopes shall be sealed in a fourth envelope and addressed to The Chief General Manager (P), HSCC (India) Ltd., Plot-6(A), Block-E, Sector-I, Noida, Uttar Pradesh-201 301.

11.4 All the above envelope shall bear the following identification.

Name of work:

Providing Maintenance work for HSCC India Ltd corporate office at E-6 (A), Sector – 1, Noida. due date and time.

11.5 All the envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened if required.

11.6 All recipients for the purpose of submitting a bid shall treat the contents of the documents as private and confidential.

12.0 Deadline for submission of bids

12.1 Bids must be received by the Engineer, HSCC (I) Ltd., not later than 16:30 HRS on 10/04/07.

12.2 The Engineer may, at his discretion, extend the deadline for submission of bids through the issuance of an amendment in accordance with Clause 7 in which case all rights and obligations of the Employer and the bidders previously subject to the deadlines shall thereafter be subject to the new deadline as extended.

BID OPENING AND EVALUATION

13.0 Bid Opening

13.1 Bids shall be opened in the office of HSCC (India) Ltd. at Plot -6(A), Block-E, Sector-I, Noida, Uttar Pradesh-201 301, half an hour after the prescribed time for bid submission in presence of the bidders representative who may wish to be present at 17:00 hrs on 10/04/2007.

Envelope No. 1: Shall be opened first. If the Bid Security is not found as prescribed the bid shall be summarily rejected. Conditional Bids of parties shall be liable to be rejected.

13.2 Telegraphic/Fax offer will be treated as defective, invalid and rejected. Only detailed complete bids received prior to the closing the closing time and date of the bids will be taken as valid.

13.3 The bidder's names, general technical details, the presence of the requisite bid security and such other details as per Engineer, at his discretion may consider appropriate will be announced at the bid opening.

Envelope No. 2: Contain the sealed Tender documents like Instruction of bidder, General condition of contract shall be opened

13.3 (a) **Envelope No. 3** : Contain sealed price bid shall be opened of prequalified parties after intimation.

13.4 Only summary of prices quoted by the bidders will be read out.

13.5 The bid of any bidder who has not complied with any of the instructions contained herein may not be considered.

14.0 Process to be Confidential

14.1 After the public opening of bids, information relating to the examination, clarification, evaluation and comparisons of bids and recommendations concerning the award of contract shall not be disclosed to bidders or other persons not officially concerned with such process.

14.2 Any effort by the bidder to influence the Employer/Engineer in the process of examination, clarification, evaluation and comparison of bids and decision concerning award of contract may result in the rejection of the bidder's bid.

15.0 Clarification of Bids

15.1 To assist in the examination, evaluation and comparison of bids, the Engineer may ask bidders individually for clarification of their bids, including breakdowns of unit prices. The request for clarification and the response shall be in writing or cable or telex, but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction or arithmetical errors discovered by the Engineer during the evaluation of the bids in accordance with Clause 24 hereof.

16.0 Determination of Eligibility Responsiveness

16.1 The Engineer will determine whether the bid is substantially responsive to the requirements of the Bid Documents.

for the purpose of this clause, a substantially responsive bid is one which conforms to all the terms, conditions and specifications of the bid documents without any deviation or reservations.

16.2 A bid which in relation to the cost estimates of the Engineer is unrealistically priced and which cannot be substantiated satisfactorily by the bidder may be rejected as non responsive.

17.0 Correction of Errors

17.1 Bids determined to be substantially responsive will be checked by the Engineer for any arithmetical errors in computation and summation, Errors will be dealt by the Engineer as follows:-

- a) Where there is discrepancy between rates indicated in figures and in words, rates in words will govern.
- b) Incorrectly added totals will be corrected.
- c) In case of any clerical error between the rates indicated in figures and words, the rate in words would prevail. In case there is any inconsistency between the rate and the value extended (after multiplication with the tender quantity), the rate quoted shall prevail.

17.2 If a bidder does not accept the correction of errors as outlined above, his bid will be rejected.

18.0 Evaluation and Comparison of Bids

18.1 Only such of the bids as have been determined to be substantially responsive to the requirements of the bid documents, in accordance with Clause 22 will be evaluated. Other non-responsive bids will be rejected.

18.2 Bidders shall note that no preference of any nature will be given to any Bidder notwithstanding any custom, usage or instructions to the contrary.

18.3 Emulation of the bids will take into account, in addition to the bid amounts, the following factors.

- a) Arithmetical errors corrected in accordance with Clause 21.
- b) Such other factors as the Engineer considers may have a potentially significant impact on contract execution price and payments.

18.4 Offers, deviations and other factors, which are in excess of the requirements of the bid documents or otherwise result in the accrual of unsolicited benefits to the Employer shall not be taken into account in bid evaluation.

- 18.5 Price adjustment provision applying to the period of execution of the contract shall not be taken into account in bid evaluation except to the extent specifically stated in the contract.

AWARD OF CONTRACT

19.0 Award Criteria

- 19.1 Subject to clause 26, Engineer will award the contract after prior approval by the Employer to the bidder whose bid has been determined to be eligible and to be substantially responsive to the bid documents and who has offered the lowest evaluated bid of the bill of quantities, provided further that the bidder has the capability and resources effectively to carry out the contract works.

20.0 Engineer's Right to Accept any Bid, to Reject or all Bids

- 20.1 Notwithstanding Clause 25, the Employer reserves the right to accept or reject any bid including the lowest and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidders of the grounds for the Employer's/Engineer's action.

21.0 Notification of Award

- 21.1 Prior to the expiration of the prescribed period of bid validity, the Engineer will notify the successful bidder by cable or telex or letter confirmed in writing by registered letter that his bid has been accepted.
- 21.2 The notification of award will constitute the formation of the Contract.
- 21.3 Upon the furnishing by the successful bidder of a performance security in accordance with the provisions of Clause-29, the Engineer will promptly notify the unsuccessful bidders that their bids have been unsuccessful.

22.0 Signing of Agreement

Upon the receipt of the notification of award by the successful bidder, the successful bidder shall fill the Agreement in accordance with form of Agreement including in the Bid Documents and submit the same to the Engineer within two weeks of the date of receipt of notification of award. The Engineer shall return the draft duly approved within ten days from the receipt of the draft and successful bidder shall get the same engrossed, have the correct amount to stamp duly adjudicated by Superintendent of Stamps and thereafter return the same duly signed and executed on behalf of the successful bidder, all at his own cost within three weeks from the receipt of the approved draft.

23.0 Performance Security

- 23.1 Within 7 days of receipt of the notification of award from the Engineer, the successful bidder shall furnish to the Engineer a security in the form of a bank guarantee from Nationalized/Schedule bank for an amount of 5 percent of the contract sum. The validity of the performance security shall be upto the end of the Defect Liability Period.
- 23.2 In cases, where the aggregate of expected contract payment would at any time exceed the Engineer's estimate of actual work performance by more than the amount of performance security specified in Clause 29.1 such security be increased accordingly at the expenses of the successful bidder.
- 23.3 Failure of the successful bidder to lodge the required bank guarantee shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Engineer may make the award to the next lowest evaluated bidder or, if there are no other bidders, call for new bids.

SPECIFIC CONDITIONS OF CONTRACT

The Conditions of Contract shall be GENERAL CONDITIONS OF CONTRACT in Volume I (hereinafter called the General Conditions as modified or added to by the following specific condition of contract, which shall be read and construed with the general conditions as if they were incorporated therewith.

Insofar as any of the Conditions of specific conditions of contract conflict or be inconsistent with any of the general Condition, the conditions of specific conditions of contract shall prevail.

24.0 Definitions

- a) "PRINCIPAL EMPLOYER/EMPLOYER" means HSCC India Ltd, through CGM (PG-II), HSCC India Ltd.
- b) "ENGINEER" Means The CHIEF GENERAL MANAGER (P) of HSCC (India) Ltd. or any officer nominated by the Chairman-cum-Managing Director, HSCC (India) Ltd. to act as Engineer from time to time.
- c) "MONTH" and "YEAR" and all dates shall be calculated according to the Gregorian Calendar.

25.0 Insurance of Works, etc.

All Insurance referred to in General Conditions shall be effected with an Indian Insurance Company incorporated and registered in India.

26.0 Performance guarantees, advance payment guarantee and any insurance policies entered into by the Contractors under the terms of the Contract, shall stipulate that the proceeds of any claim shall be payable to **HSCC (I) Ltd., Noida**

27.0 Certification and Payments

- a) The contractor shall submit to the Engineer after the end of each month a detailed statement including measurements showing the estimated contract value of the permanent works executed upto the end of the month together with particulars of other amounts to which he is entitled under the Contract.
- b) The statement shall be submitted on a printed proforma (Prepared at the cost of the contractor) approved by the engineer.
- c) The contractor shall be paid monthly on the certificate of the Engineer, the amount due to him which shall be the sum of the following amounts.
 - i) Subject to and in accordance with clause 21 of these specific conditions, the estimated contract value of the permanent works executed upto the end of the previous month less retention money named in the bid, and
 - ii) 75% of the value of materials delivered to the site for permanent works on the site provided the engineer is satisfied that the amounts for such materials are reasonable bearing in mind the requirements of works, less deductions, if any as per clauses 33(f) and 37 of these specific conditions and other contract conditions.
- d) Retention money at the rate of 10% (ten percent) shall be deducted from interim certificate subject to the maximum of 5% (five percent) of the contract price.

- e) Payment upon each of the Engineer's certificates shall be made as follows :

75% of the estimated amount as determined by the Engineer of the payment due against the monthly running bill shall be paid within 7 (Seven) working days after submission of the bill of the contractor in the approved format and complete in all respects.
- f) The Engineer may at any time make any correction or modifications to any certificate which shall have been issued by him and shall have power to withhold any certificate if the works or any part thereof are not being carried out to his satisfaction.
- g) The responsibility for making the payments or meeting order obligations to the contractor in respect of all works as certified by the Engineer shall be that of the Employer and not of the Engineer.'
- h) After completion of work and prior to final payment, the contractor shall furnish to the Engineer, a release of claims against the Employer arising out of the contract, other than claims specifically identified, evaluated and excepted from the operation of the release by the contractor.

28.0 Settlement of Disputes-Arbitration

In case of any dispute between Engineer & Contractor, the decision of CMD, HSCC India Ltd. will be final & binding.

29.0 Address

- a. The address of the Employer is as follows:

HSCC India Ltd. E-6(A), Sector – 1, Noida –201301

- b. The address of the Engineer is as follows

The CGM (P), HSCC (India) Ltd., Plot-6(A), Block-E, Sector-I, Noida, Uttar Pradesh-201 301

- c. The address of the Contractor is

30.0 The Following Shall be Read in Addition to Clause 34.1 The General Conditions

30.1 Labour

30.1.1. Engagement of Labour

The Contractor shall make his own arrangement for the engagement of all labour, local or otherwise, and, save insofar as the Contract otherwise provides, for the transport, housing, feeding and payment thereof.

30.1.2 Supply of Water

The contractor shall provide at his own cost adequate quantity of drinking water on the site to the satisfaction of the Engineer's staff and work people, Sub-Contractors and site visitors.

30.1.3 Alcoholic Aliquor or Drugs

The Contractor shall not import, sell, give, barter or otherwise dispose of any alcoholic liquor, or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his sub-contractors, agents or employees.

30.1.4 **Arms and Ammunition**

The Contractor shall not give, barter or otherwise dispose off to any person or persons, any arms or ammunition of any kind of permit or suffer the same as aforesaid.

30.1.5 **Festivals and Religious Customs**

The Contractor shall in all dealings with labour in his employment have due regard all recognised festivals, days of rest and religious or other customs.

30.1.6 **Epidemics**

In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government, or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.

30.1.7 **Disorderly Conduct, etc.**

The Contractor shall at all times take all reasonable precautions to prevent unlawful, riotous or disorderly conduct by or amongst his employees and for the preservation of peace and protection of person and property in the neighbourhood of the works against the same.

30.1.8 **Observance of Legislation etc.**

The Contractor shall at all times during the continuance of the Contract comply fully with all existing Acts, regulations and bylaws including all statutory amendments and re-enactments and acts that may be passed in future either by the state or the Central Government or local authority, including, Indian Workmen's Compensation Act. Contract Labour (Regulation and Abolition) Act 1970 and Equal remuneration Act 1976. Factories Act, Minimum Wages Act provident fund regulations employees provident Fund Act and schemes made under same Act, Health and Sanitary Arrangements for workmen. Insurance and other benefits and the contractor. If the Employer is caused to pay or reimburse any amounts for non-observance of the provisions of this clause on the part of the contractor the Engineer shall have the right to deduct from any moneys due to the contractor or recover from the contractor personally any sum required or estimated to be required for making good the loss or damage suffered by the Employer. All registration and station inspection fees if any in respect of his work pursuant to the contract shall be to the account of the contractor.

30.1.9 **Fair Wages:**

The Contractor shall pay the labours engaged by him on the work not less than a fair wage, which expression shall mean, whether or time or piecework, the respective rates of wages as fixed by the public works department as fair wages for the area payable to the different categories of labourers or those notified under the Minimum wages act for corresponding employees of the Employer whichever may be higher.

30.1.10 The Contractor shall notwithstanding the provision of any contract to the contrary, cause to be paid a fair wage to the labourers indirectly engaged on the works including any labour engaged by subcontractors in connection with the works as if the labourer has been immediately employed by him.

30.1.11 **Notices:**

The Contractor shall before he commences the work display and correctly maintain in a clean and legible condition at a conspicuous place on the Site notices in English and in a local language spoken by the majority of the workers, stating therein the rate of wages which have been fixed as fair wages and the hours for which such wages are earned and send a copy of such notices to the Engineer.

30.1.12

Wage Records:

The contractor shall maintain records of wages and other remuneration paid to his employees in such form as may be convenient and to the requirements of the Employer/Engineer and the conciliation officer (Central Ministry of Labour, Government of India, or such other authorised person appointed by the Central or State Government and the same shall include the following particulars of each worker:

- i) Name, works number and grade
- ii) Rate of daily or monthly wage.
- iii) Nature of work on which employed.
- iv) Total number of days worked during wage period.
- v) Total amount payable for the work during each wage period.
- vi) All deductions made from the wage with details in Each case of the ground which the deduction is made.
- vii) Wage actually paid for each wage period.

30.1.13

The contractor shall provide a wage slip for each worker employed on the works.

30.1.14

The wage records and wage slips shall be preserved for at least 12 months after the last entry.

30.1.15

Inspection of Wage Records

The Contractor shall allow inspection of the aforesaid wage records and wage slip to the Engineer and to any of his workers or to his agent at a convenient time and place after due notice is received, or to the Employer or any other person authorised by him on his behalf.

30.1.16

The Employer and the Engineer or any other person authorised by them on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of the Fair Wages Clause. He shall also have the power to investigate into any complaint regarding any default made by the Contractor or sub-contractor in regard to such provision.

30.1.17

The Employer shall have the right to deduct from the moneys due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reasons of non payment of the aforesaid fair wage, except on account of any deductions that may be permissible under any law for time being in force.

30.1.18

Representation of Parties.

- (i) A workman shall be entitled to be represented in any investigation or enquiry under this Clause by:-
 - (a) An officer of a registered trade union of which he is a member.
 - (b) An officer of a federation of trade Union to which the Trade Union referred to in previous Sub-clause is affiliated.
 - (c) Where the Worker is not a member of any registered Trade Union, by an officer of a registered Trade Union connected with or by any other workman employed in the industry in which the workers is employed.
- (ii) The contractor or sub-contractor shall be entitled to be represented in any investigations or enquiry under this clause by an officer of an Association of Employers of which he is a member.

30.1.19

Safety Provisions

The Contractor shall comply with all the precautions as required for the safety of the workman by the I.L.O Convention (No. 62) as far as they are applicable to the Contract. The Contractor shall provide all necessary safety appliances gears like goggles helmets, masks, etc. to the workmen and the staff.

30.1.20 The Contractor shall be responsible for observance by his Sub-Contractor of the foregoing provisions.

30.1.21 **Footwear**

The Contractor shall at his own expense provide footwear for all engaged on concrete mixing work and all other type of work involving the use of tar, cement, etc. to the satisfaction of the Engineer or his Representative, and on his failure to do so the Employee shall be entitled to provide the same and recover the cost them the Contractor.

The Contractor shall deliver to the Engineer's Representative at his office on the Site a return in detail in such form and at such intervals as the Employer/Engineer may prescribe showing the supervisory staff and the numbers of the several classes of labour from time to time employed on the Site .

30.2 **Subsequent Legislation**

If, after the date thirty days prior to the latest date for submission of bids for the works, there occurs 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 statute ordinance, etc. which causes additional or reduced cost, the same shall be certified by the Engineer and shall be paid by or credited to the Employer and the Contract Price adjusted accordingly, Notwithstanding the foregoing such additional or reduced cost shall not be separately paid or credited if the same shall already have been taken into account in the indexing of any inputs to the price adjustment formula in accordance with provisions of sub-clauses (1), (2), (3), (4) and (5) of this clause.

The following items are not to be included in the price adjustment calculations:

- a. Liquidated Damages.
- b. Retention money withheld and released.
- c. Advance payments in the form of loan and their repayments.
- d. Value of any additional or varied work valued at current price.
- e. Payment to "nominated" sub-contractors included as "Provisional sums" or "Prime cost" items in the Contract price.

31.0 Taxation

The contractor and his staff shall pay all taxes, duties, levies etc. of the Government provisions of the Income. Tax Act or as per the advice of the Income Tax Authority. Deduction of Income-Tax/other taxes shall be made from each certificate of payment as per the relevant provisions of the Income Tax Act or as per the advice of the Income Tax authority/other competent authority.

32.0 Co-ordination Meeting

The Contractor shall be required to attend co-ordination meetings with the Engineer, the consultant and the other contractors, during the period of contract as instructed by the Engineer. All costs incidental to such interaction shall be to the contractor's account and no claim will be entertained by the Employer/Engineer on this account.

33.1 a) **Special Instruction**

The contractor shall provide all stationary items required for billing & round the clock computer operator for preparation of bills etc from the date of commencement

Within a week after start of work, the contract shall provide HSCC with telephone/WLL facility at site including STD facility & pay at his cost all monthly bills limited to 3000 calls per month.

b) **Statutory Requirements**

Contractor is responsible for obtaining approval from local electrical inspector & Water & sewer in connection from Local Authority. All the statutory expenditure incurred towards payment to the local body for getting local electrical inspector. Sever line and water supply connection for Employer will be reimbursed on the production of proof of payment. The contractor will be promptly extended all assistance in the this connection.

30.2.1 **Contractor's Working Area**

Suitable working area will be provided by the Engineer to the Contractor. The Contractor may have to carry out some cutting/filling work for making his working area. The cost of all such works shall be deemed to have been included in the rates in the rates and prices quoted for the works and no extra payment shall be made on this account.

30.2.2 **Contract's Temporary Structures**

The Contractors may, at his own expenses and subject to the approval of the Engineer and statutory authorities, construct office, store, workshop in the area allocated to him and remove the same as per the orders of the Engineer on completion of works. The Contractor shall furnish such details of his temporary works as may be called for by the Engineer and the Contractor shall satisfy the Engineer as to their safety and efficiency. Engineer may direct those temporary work which he considers unsafe or inefficient be removed and replaced in a satisfactory manner. The contractor shall immediately follows Engineer's directions/instructions.

The contractor shall make his own arrangement at his own expense for labour camp/accommodation of his labour and staff and their conveyance to site as no workers/staff shall unless with the specific approval of the Engineer be allowed to stay within the site. Gate passes shall be issued by the engineer to authorise the contractor's staff and workers to enter the site.

30.2.3 **Procurement of Various Materials**

The Employer will not supply any construction materials required for the works under this Contract. The Constructor must, therefore, make his own arrangement for timely procurement of various materials including steel and cement. Prior approval of each and every material including cement, steel, aggregate, bricks etc or any other things & Fixture to be taken from engineer before its procurement to site.

30.2.4 **Water Supply & Power Supply**

The contractor shall make his own arrangement for water supply at the for drinking as well as construction purposes at his own cost. The constructor shall also make his own arrangement for power supply at site for construction purposes and general use at his own cost.

Non availability of power supply and/or water from whatever source shall not entail any additional claims or extension of contract period in this account. this contractor will provide water & electricity to the engineer's office free of cost for the required quantity by the engineer's site office.

30.2.5 **Telecommunications**

Deleted

30.2.6 **Temporary Fencing**

Deleted

30.2.7 **Testing of Materials/field material testing**

All materials used in the work shall be subjected in inspection and tests. As per CPWD norms on the expenses on contractor.

30.2.8 **Approval of Samples prior to use**

The contractor shall submit the samples of materials, he propose to use in the works for prior approval of the Engineer. Samples room shall be maintained at site in which all approved samples shall be kept for comparison with materials being used at site.

30.2.9 **Bar Bending Schedule**

Contractor shall prepare bar bending schedules in the prescribed Performa as approved by engineer for prior approval of the Engineer. However, the approval does not relieve the contractor from his liability for bending, placing and binding reinforcements as per the approved drawings.

30.3 **Drawings to be Supplied by Engineer**

The Engineer shall supply to the contractor from time to time during the progress of the works such further drawings as will be necessary in his option for the proper and adequate execution and maintenance of the works in accordance with the design and or any modification thereof as decided by the Engineer and the contractor shall carry out the work in accordance with the said drawings. Any further drawing/detailing require shall be made by the contractor at his own expense.

30.4 **AS MADE" Drawings**

The Contract shall supply two complete sets of "As Made" Drawings on polyester tracing film 75 micron thick and also on CD's and prints showing details of all the works as executed. The drawings and prints shall be delivered to the Engineer within one month of completion of the various sections of the work at such other times as directed by the Engineer. The drawings shall be fully dimensioned with the Engineer's standard title clock or as approved by the Engineer. The cost of making the "As Made" drawings shall be deemed to be included in the rates quoted in the Bill of Quantities.

30.5 **Monthly Progress Photograph**

Photographs to be submitted as and when required .

30.6 **Programme of Work and Progress Reports**

The Contractor shall submit to the Engineer a detailed schedule showing in an approved form the estimated dates of commencement and completion of different parts of the works including the expected dates for completion of the various sections of the works within seven days after award of work.

30.7 **Metric Units**

Metric units have been used in the specifications and on all the drawings. If any materials described in the contract or ordered by the Engineer are described by dimension in the metric units and the contractor can not in accordance with the contract, procure such materials in the measure specific in sufficient time to avoid delay in the performance of his other obligations under the contract, but can obtain such materials in other measure to dimension approximating to those described in the Contract or ordered by the Engineer, then the contractor shall henceforth five notice to the Engineer of these facts stating the dimensions to which such materials are procurable in the other measure. As soon as practicable after the receipts of any such notice the Engineer shall give an order to the contractor which shall either:

- (a) Direct the contractor to supply such materials to the dimensions stated in his said notice to be procurable instead of the dimensions described in the contract originally ordered by the Engineer or
- (b) Direct the contract to make some other variation whereby the need to supply such materials to be dimensions described in the contract originally ordered by the Engineer will be avoided.

ADDITIONAL SPECIFIC CONDITIONS OF CONTRACT

AND

SPECIFICATIONS

RELATING TO CIVIL WORKS

1.0 General

1.1 The following specific conditions and specification shall be read in the conjunction with General Conditions of Contract and Specific Conditions of Contract. If there are any provisions in these additional specific conditions and specifications which are at variance with the provisions in the above mentioned documents, the provisions in these additional specific conditions & specifications shall take precedence.

1.2 These additional specific conditions and specification shall be considered as an extension and not as a limitation of the obligations of the preference.

* For items not covered in CPWD Specifications, the work shall be done as per the latest relevant IS Code of practice.

* For items not covered by any of above the installation shall be done as directed by the Engineer and as per sound engineering practice.

2.0 Scope of Contract

2.1 The scope of work covers the supply, erection, testing and commissioning of the Civil works within includes testing commissioning of components and accessories of:-

* Civil Works

2.2 The work shall be carried out in conformity with the plumbing drawings and within the requirement well in advance to hold up progress of the construction schedule.

2.3 The Contractor shall make provisions of hangers, sleeves, structural openings and other requirements well in advance to hold up progress of the construction schedule.

2.4 The said contract comprise of furnishing of all materials, equipment, labour & transportation etc. necessary to render the installation fully operational as per the intent of specification and drawings, including any necessary adjustment or corrections. The installation shall be all in conformity with local laws covering such installation.

3.0 Contract Drawings

3.1 The Drawings issued with the bid are diagrammatic only and indicate the extent and general arrangement of the installation. Drawings shall not be scaled.

3.2 The Contractor shall follows the bid drawings in preparation of his Shop drawings and for subsequent installation work. He shall check the drawings of other services to verify spaces in which his work will be installed. The Contractor shall examine all Architectural Structural, plumbing and other services Drawings, before starting the work and report to Engineer any discrepancies and obtain clarification. Any changes found essential to coordinate installation of this work with other services, shall be made with prior approval of the Engineer.

4.0 Shop Drawings

- 4.1 When the Engineer makes any amendments in the above Drawings, the Contractor shall supply fresh sets of Drawings with the amendments duly incorporated, along with the drawings on which corrections were indicated.
- 4.2 After approval of the drawings by the Engineer, the Contractor shall further furnish six sets of Shop Drawings for the exclusive of and retention by the Engineer.
- 4.3 Approval of Drawings by the Engineer shall not relieve the Contractor of any part of his obligation to meet all the requirements of the Contract or of the correctness of his Drawings. The Engineer's approval of specific item shall mean the approval of the assembly of which is a component. The Contractor shall be responsible for and is to bear the cost for all alternations of the works due to discrepancies or omission in the Drawings or other particulars supplied by him, whether such drawings have been approved by the Engineer or not.
- 4.4 Where the work of the Contractor has to be installed in close proximity to, or will interfere with the work of other Trades, the Contractor shall assist in working out the space conditions to make a satisfactory adjustment. If so directed by the Engineer, the contractor shall prepare composite working drawings and sections at a suitable scale not less than 1:50, clearly showing how his work is to be installed in relation to the work of other Trades. If interference with the work of other trades, he shall make at the necessary changes without extra cost.

5.0 Samples and Catalogues

- 5.1 Prior to ordering any equipment/material/system, the Contractor shall submit to the Engineer, the catalogues, along with samples from approved list of manufacturers. No material shall be procured prior to the approval by the Engineer. Source of every material must be approved by Engineer.

5.2 Approval of Materials

All materials used on the works shall be new and of the best quality available, conforming to the relevant specifications and as per good engineering practice. Prior approval shall be obtained in writing from the Engineer for all materials proposed and when necessary, approved sample duly identified and labelled shall be deposited with the Engineer and shall be kept at site. List of approved make indicates make/manufacturer generally acceptable but final choice of make/manufacturer of material & models shall be with the Engineer.

6.0 Material and Equipment

- 6.1 All Material and Equipment shall conform to the relevant Indian Standards.
- 6.2 Where interfacing occurs, equipment shall be mutually compatible in all respects.
- 6.3 Where an item of equipment, other than as specified or detailed on the Drawings, is approved by Engineer if it requires any re-design of the structure, partitions, foundation piping, writing or any other part of the mechanical, electrical or architectural layout, all such re-design, and all new drawing required therefore, shall be prepared by the Contractor at his own expense and approval obtained by the Engineer.
- 6.4 All similar equipment, materials, removable parts of similar equipment etc. shall be inter changeable with one another.

7.0 Conformity with Statutory Act, Rules and Standards

- 7.1 The installation shall be in conformity with the Bye-laws Regulations and Standards of the local authorities applicable to the installations. But if the specifications and drawings call for a higher standard of materials and/or workmanship than those required by any of the above regulations and those required by any of the above regulations and standards, then the specifications and drawings shall take precedence over the said regulations and standards.
- 7.2 However, if the drawings or specifications required something which violates the Bye-laws and Regulations, then the Bye-laws and Regulations shall govern the requirement of this installation.
- 7.2.1. Indian Electricity Act and Rules : all electrical works on connection with installation of the system shall be carried out in accordance with the provision of the Indian Electricity Act, 1910 and the Indian Electricity Rules 1956, both amended upto date.
- 7.2.2. CPWD specifications : The Electrical installation work shall conform to CPWD General Specifications for Electrical Works Part - I (Internal) 1972 and Part II (external) 1974, both amended upto date.
- 7.2.3 Indian Standards : The system / components shall conform to relevant Indian Standards wherever they exist and to the National Building Code amended upto date.
- 7.2.4 Nothing in these specifications shall be construed to relieve the Contractor of his responsibility for the design manufacture and installation of the equipment with all its accessories in accordance with applicable Statutory Regulations and safety codes in force.

8.0 Technical Data

- 8.1 Deleted

9.0 Manufacturer's Instruction

- 9.1 Where Manufacturer's have furnished specific relating to the Materials and Equipment used covering points not specifically mentioned in these documents, manufacturer's instructions shall be followed.

10. Training and Operating Instructions

- 10.1 If required by the Engineer, the Contractor shall at no extra train members of the maintenance staff either at his or the sub-contractor's workshop or at such other place or places as may be considered suitable by the Engineer.
- 10.2 Upon completion of all works and all tests the Contractor shall furnish the necessary skilled labour and helpers for operating the entire installation for a period of fifteen (15) working days. During this period the contractor shall instruct and train the Engineer's representative in the operations adjustments and maintenance of all equipment installed.
- 10.3 The Contractor shall submit to the Engineer a draft copy of comprehensive operating instructions and maintenance schedule for all system and equipment including in this Contract. This shall be supplemented not substituted by manufacturer's operating and Engineer four (4) complete bound set of operating and maintenance schedules along with manufacturers printed literature.

11.0 Inspection and Testing

- 11.1 The Engineer reserves the right to request inspection and testing manufacture works at all reasonable times during manufacture of items for this contract.
- 11.2 The engineer or his authorised representative shall have full power to inspect the materials and workshop at the Contractor's works or at any place from

which the materials or equipment is obtained. Acceptance by the Engineer of any materials or equipment shall in no way relieve the contractor of his responsibility for meeting the requirements of the specifications. All incidental expenditure like travelling boarding and lodging etc shall be home by the contractor.

11.3 Routing and typical tests for the various items of equipment shall be performed at the Contractor's works and test certificates furnished.

If require by the Engineer the Contractor shall permit the authorised representative of the Engineer to be present during any of the tests.

11.4 After installation has been virtually completed the Contractor shall carry out under the direction and in the presence or as the representative shall consider necessary to determine whether or not the full intent of the requirements of the drawings and specifications have been fulfilled. In case of work does not meet the full intent of the drawings and specifications and further tests are considered necessary the Contractor shall carry them out and bear the expenses thereof.

11.5 The contractor shall provide necessary instruments such as Theodolite, Dumpy level, steel tapes, weighing machine, plumb hubs, spirit levels, hammers, micrometers, thermometers, hydraulic testing machine, smoke test machine and labour for testing. The contractor shall adequate records of the test procedures and readings, shall repeat any tests requested by the Engineer and shall provide test certificates signed by an properly suthorised person. Such test certificates shall cover all works. All such equipments shall be tested for calibration at any approved laboratory.

11.6 If test fail to demonstrate the satisfaction nature of the installation or any part thereof them no claims for the extra cost of modifications, replacement or retesting will be considered. The decision of the Engineer shall be regard as final as to what constitutes a satisfactory test.

11.7 The above general requirements as to testing shall be read in conjunction with any particular requirements specified elsewhere.

12.0 Test Certificates

12.1 The Contractor shall submit Test Certificates for all the Materials/Systems. There shall issued by a Government recognized inspection office certifying that all Equipment, Materials, Construction and function are in agreement with the requirements of these specifications and accepted Standards.

13.0 Performance Guarantee

13.1 It is clearly understood that the specifications, drawings, schedule and quantities for Fire Fighting system are for bidders guidance only. The bidder shall carry out necessary calculations and provide alternative equipment required for human safety. Complete sets of Architectural Drawings are available at site in the Engineer's office and refefnce may be made to these drawings as required for calculations or for other details. The Contractor shall also guarantee that performance of various equipments, individually shall not be less than the quoted ratings.

14.0 Quiet Operation Vibration

14.1 All equipment shall operate under all conditions of load without any sound or vibration which is objectionable in the opinion of the Engineer. In case machinery, sound or vibration noticeable outside the room in which it is installed or annoyingly noticeable inside its own room shall be considered objectionable. Such conditions shall be the Contractor at his expense.

15. Accessibility

15.1 The Contractor shall locate all equipment which must be services operated or maintained in fully accessible position. The exact location and size of access panels, required for each valve or other devices requiring attendance shall be

finalised and communicated well in time of be provided in the normal course of work failing this the Contractor shall make all the necessary repairs and changes at his own expense.

16.0 Electrical Installation

16.1 The electrical installation shall be in total conformity with the control wiring drawings prepared by the Contractor and approved by the Engineer & shall be connected and tested in the presence of an authorised representative of the Contractor and the Engineer.

16.2 It is to be clearly understood that the final responsibility for the sufficiency adequacy and conformity to the Contract requirements adequacy and conformity to the contract requirements of the electrical installation work lies sold with he contractor.

17. Completion Certificate

17.1 On completion of the installation a certificate shall be turned to the Engineer by the contractor countersigned by the licensed supervisor under whose direct supervision the installation was carried out. This Certificate shall be if the prescribed from as required by the local authority. On the basis of the certificate the contractor shall arrange for inspection of installation by the concerned local authorities.

17.2 The Contractor shall be responsible at his own cost of getting the installation duly approved by the Authorities concerned.

18.0 Completion Drawings

18.1 At the completion of the work in all respects the Contractor at his own submit to the Engineer four (4) sets layout drawings drawn at the approved scale indicating the installation. These drawings shall clearly indicate the complete plant layouts and piping layouts location wiring exact location of all the concealed piping valves controls wiring and other services. The Contractor shall also submit four (4) sets of consolidated control diagrams technical literature on all automatic controls and complete technical literature on all equipment and materials. The Contractor shall frame under glass in the plant room all consolidated control diagram and all piping diagrams. All above mentioned drawings shall also submit in CD's.

19.0 Rates

19.1 Quoted Rate includes any materials, equipment appliances and incidental work not specifically as being furnished or installed but which are necessary to make a complete installation.

19.2 The Contractor shall check at all stages and supervise at the point of connection the associated civil, electrical and plumbing works like underground and overhead tanks, power supply and installation of makeup water connection, drain connection in the fire fighting tanks and vicinity of plant room etc. In case of any discrepancy all rectifications etc. required as a failure to do so shall be carried by the contractor at his own expenses.

20.0 Check List

20.1 The Contractor shall provide the Engineer four copies of comprehensive maintenance check list and shall post a copy of its in the Plant Room. The check list shall be a list of each piece of equipment in this contract and shall provide a space of each of the next fifty two weeks to record the maintenance provided to and status of various equipment. Each month at the time of inspection the Contractor shall certify on the check list that the examined each piece of equipment and that, in his opinion it is operating as intended by the manufacturer and that all necessary intention has been performed.

21. Repairs

All equipment that required shall be immediately services and repaired. During the maintenance period. All parts and labours shall be furnished at no extra cost to the Engineer.

22. Control System

During in the maintenance period. Once each month the Contractor shall check controls in various areas to ensure that these are functioning as designed. The shall apply to all pressure switched and pressure gauges contractor relays controllers switches high and low pressure cutouts etc.

23. Reference Points

23.1 Contractors shall provide permanent bench marks flag top and other references points for the proper execution of work ad these shall be preserved till the end of works.

23.2 All such reference points he in relation to the levels and locations given in the Architectural and plumbing drawings.

24. License and Permits

24.1 Contractor shall hold a valid plumbing electrical HV/AC license required by the Municipal Authority or other competent authority under jurisdiction the work falls.

24.2 Before start work the contractor should check and obtain approval all drawings from local municipal authorities and other local bodies. Contractor has to take approvals of entire/part works if required before start of works. Contractor will be held responsible if any work at site carried out without having approval of Municipal or local bodies.

24.3 Contractor shall keep constant liasion with eh competent Municipal or other authority and obtain approvals for all drainage and water supply works carried out by him.

24.4 Contractor shall obtain from the competent Municipal Authority completion certificates with respect to his work as required for occupation of the building.

24.5 Any fees deposited in connection with the work on behalf of the client in statutory bodies, Corporations, Government department etc. shall be paid by the contractor and the same shall be reimbursed on production of original vouchers. Necessary endorsement/application if required shall be stranged from the Employer by the Engineer.

25. Cutting and Making Good

25.1 No structural shall be chased or cut without the written permission of the Engineer.

26.0 List of Approved Make

As approved by engineer

APPENDIX TO TENDER

Important Clause	Volume	Remarks
Amount of performance security	1	5% of the contract price
Period of commencement from Engineer's order to commence	1	3 days from the date of issue of work order
Amount of Liquidated damages	1	1/4% of contract price per week of delay.
Limit of liquidated damages	1	5% of contract price
Defect Liability Period	1	3 months
Percentage of retention	1	10%
Limit of retention money	1	5% of the contract price.
Programme of work and progress reports	1	Programme updated quartely, progress reported weekly.
Time of Completion	1	6(Six) calendar months