

**NEIGRIHMS  
NORTH EASTERN INDIRA GANDHI REGIONAL  
INSTITUTE OF HEALTH & MEDICAL SCIENCES,  
SHILLONG, MEGHALAYA**

**TENDER  
FOR  
CONSTRUCTION  
OF  
NURSES HOSTEL, INCINERATOR BUILDING  
ETC. FOR NEIGRIHMS AT SHILLONG**

**VOLUME - III**

**INSTRUCTIONS TO BIDDERS  
SPECIFIC CONDITIONS OF CONTRACT**

**NOV, 2007**

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TENDER NO. HSCC/111/PM/Nurses Hostel/PG-I/07

# INDEX INSTRUCTION TO BIDDERS

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Clause No.	Descriptions
<b>A.</b>	<b>Instruction to Bidders</b>
	<b>GENERAL</b>
1.0 & 1.1	Description of Works
1.2	The Principle Employer / Employer
1.3	Time of completion
2.0	Information to be submitted
3.0	Cost of Bidding
4.0	Site Visit
<b>B.</b>	<b>Bid Documents</b>
5.0	Content of Bid Documents
6.0	Clarification on Bid Documents
7.0	Amendment of Bid Documents
<b>C.</b>	<b>Preparation of Bids</b>
8.0	Language of Bid
9.0	Documents Comprising the Bid
10.0	Bid Prices
11.0	Bid Validity
12.0 & 13.0	Bid Security
14.0	Format and Signing of Bid

---

**Clause No.****Descriptions**

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**D. Submission of Bid**

- 15.0 Sealing, Marking & Submission
- 16.0 Deadline for Submission of Bids
- 17.0 Late Bids
- 18.0 Modification and Withdrawal of Bid

**E. Bid Opening and Evaluation**

- 19.0 Bid Opening
- 20.0 Process to be Confidential
- 21.0 Clarification of Bids
- 22.0 Determination of Eligibility & Responsiveness
- 23.0 Correction of Errors
- 24.0 Evaluation and Comparison of Bids

**F. Award of Contract**

- 25.0 Award Criteria
- 26.0 Engineer's Right to Accept any Bid, to Reject any or all Bids
- 27.0 Notification of Award
- 28.0 Signing of Agreement
- 29.0 Performance Security

## **SPECIFIC CONDITIONS OF CONTRACT**

---

<b>Clause No.</b>	<b>Descriptions</b>
30.0	Definitions
31.0	Insurance of Works
32.0	Guarantees
33.0	Certificates and Payments
34.0	Settlement of Disputes - Arbitration
35.0	Address
36.1	Labour
36.1.1	Engagement of labour
36.1.2	Supply of water
36.1.3	Alcoholic liquor or Drugs
36.1.4	Arms and ammunition
36.1.5	Festivals and Religious Customs
36.1.6	Epidemics
36.1.7	Disorderly Conduct, etc.
36.1.8	Observance of legislations etc.
36.1.9 & 36.1.10	Fair Wages
36.1.11	Notices
36.1.12 & 36.1.13 & 36.1.14	Wage Records
36.1.15,36.1.16 & 36.1.17	Inspection of Wage Records
36.1.18	Representation of Parties

<b>Clause No.</b>	<b>Descriptions</b>
36.1.19 & 36.1.20	Safety Provision
36.1.21	Foot wear
36.2	Variation in Price
36.2.1	Subsequent Legislation
37.0	Taxation
38.0	Co-ordination Meeting
39.0	Special Applications
39.1	Site Information
39.2	Special Instruction
39.2.1	Contractors Working Area
39.2.2	Contractors Temporary Structures
39.2.3	Procurement of Various Materials
39.2.4	Water Supply & Power Supply
39.2.5	Telecommunications
39.2.6	Temporary Fencing
39.2.7	Mix Design of Concrete
39.2.8	Testing of Materials
39.2.9	Approval of Samples Prior to Use
39.2.10	Bar Bending Schedule

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<b>Clause No.</b>	<b>Descriptions</b>
39.3	Drawing to be Supplied by Engineer
39.4	As Made Drawings
39.5	Progress Photographs
39.6	Programme of Work and Progress Report
39.7	Metric Units
39.8	Field Materials Testing Laboratory
40.0	Rates/Prices
41.0	Compliance for Statutory Obligations
42.0	Unpriced Bids
43.0	Jurisdiction of Court

## **ADDITIONAL SPECIFIC CONDITIONS OF CONTRACT**

<b>Clause No.</b>	<b>Descriptions</b>
<b>(A)</b>	<b>RELATING TO CIVIL, PLUMBING &amp; ELECTRICAL WORKS</b>
1.0	General
2.0	Scope of Contract
3.0	Contract Drawings
4.0	Shop Drawings
5.0	Samples and Catalogues
5.2	Approval of Materials
6.0	Material and Equipment
7.0	Conformity with Statutory Acts, Rules and Standards
8.0	Technical Data
9.0	Manufacturer's Instructions
10.0	Training and Operating Instructions
11.0	Inspection and Testing
12.0	Test Certificates
13.0	Performance Guarantee
14.0	Quiet Operation and Vibration
15.0	Accessibility
16.0	Electrical Installation
17.0	Completion Certificate
18.0	Completion Drawings

<b>Clause No.</b>	<b>Descriptions</b>
19.0	Rates
20.0	Check List
21.0	Repairs
22.0	Control System
23.0	Reference Points
24.0	Licence & Permits
25.0	Cutting and making good
<b>(B)</b>	<b>RELATING TO ELECTRICAL INSTALLATIONS</b>
1.0	General
2.0	Regulations and Standards
3.0	Rates
4.0	Completeness of Bid
5.0	Works to be Done by the Contractor
6.0	Tools for Handling & Erection
7.0	Terminology & Scope
8.0	Measurement
9.0	Drawings
10.0	Conduit/Trunking Layout
11.0	Shop Drawings
12.0	Manufacturer's Instruction
13.0	Materials & Equipment
14.0	Scale

<b>Clause No.</b>	<b>Descriptions</b>
15.0	Brochures & Data
16.0	Approval of Shop Drawings
17.0	Samples & Catalogues
18.0	Approval of Materials
19.0	Inspection, Testing and Inspection Certificate
20.0	Schedule & Manner of Operation
21.0	Performance Guarantee
22.0	Conformity with Statutory Acts, Rules & Standards
23.0	Completion Drawings (As Built Drawings)
24.0	Confirmation of Quantities
25.0	Terms of Payment
ANNEXURE A	Form of Agreement
ANNEXURE B	Proforma for Performance Bank Guarantee
ANNEXURE C	Proforma for Advance Bank Guarantee
ANNEXURE D	Proforma for Bid Security Bank Guarantee
ANNEXURE E	Appendix to Tender

# INSTRUCTIONS TO BIDDERS

## A. General

### 1.0 Description of Works

1.1 The site for Execution of miscellaneous works & services for NEIGRIHMS is situated at Maw Diang Diang about 7 Km off the city of Shillong, Meghalaya.

The Scope of work relates to construction of Nurses Hostel Building & Incinerator Building. The Nurses Hostel Building shall be a RCC framed four-storied building having area of about 3100 Sqm. The Building shall cater to accommodation for about 150 students. The scope of work shall also include Internal & External electrical works, sewerage, storm water drainage, fire fighting works etc and maintenance of entire works & services during defect liability period.

### 1.2 The Principal Employer / Employer

**North Eastern Indira Gandhi Regional Institute of Health & Medical Sciences (NEIGRIHMS), Shillong** shall be the principal Employer / employer / owner for the above works. 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/owner.

In these documents wherever the word Tender / Tenderer / Tendering has been used, the same may be considered synonymous with Bid / Bidder / Bidding.

### 1.3 Time for Completion

The successful Bidder shall complete the works within 15 (**Fifteen Calendar months**) from Engineer's order to commence the Work.

## 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 the work to achieve the quality and the time schedule

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

- i. Detailed programme in the form of a 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 his 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, water, material availability, transport and communication facilities, environmental regulations, laws and bye-laws of Statutory bodies of Govt. of Meghalaya 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 agents will release and indemnify the Employer and Employer's Personnel and agents from and against all liability 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.

## **B. Bid Documents**

### **5.0 Content of Bid Documents**

5.1 The Bid Documents comprise the following:

Volume I = Prequalification Document

Volume II = General Conditions of Contract

Volume III = Comprising of:

- Instructions to Bidders
- Specific Conditions of Contract
- Additional Specific Conditions of Contract relating to  
(a) Civil, Plumbing & Electrical works  
(b) Electrical Installations.
- Sample Forms of Securities
- Sample Form of Agreement

Volume IV = Technical Specifications

Volume V = Bill of Quantities & Form of Bid

Volume VI = Tender Drawings

5.2 The Bidder is expected to examine carefully all instructions, conditions, 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. Bids, which are not substantially responsive to the requirements of the Bid documents, will be rejected.

## **6.0 Clarification on 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. A meeting of the prospective Bidders shall be held at which the Engineer will respond to any request for clarification, which he receives within two weeks of the first date of the issue of the Tenders. Written copies of the Engineer's response (including an explanation of the query but without identifying the source of the inquiry) will be sent to all prospective Bidders who have received 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 any reason, whether at his own initiative or in response to a clarification requested by the prospective Bidder, modify the Bid documents by amendment.

7.2 The amendment will be sent to all prospective Bidders who have received the Bid documents, to arrive not later than 3 days prior to the original or extended deadline for submission of Bids, in writing or by telex or cable and will be binding upon them. Prospective Bidders should promptly acknowledge receipt thereof by telex or cable to the Engineer.

7.3 In order to afford prospective Bidders reasonable time in which to take an amendment into account in preparing their Bids, the Engineer may, at his discretion, extend the deadline for the submission of Bids.

## **C. Preparation of Bids**

### **8.0 Language of Bid**

8.1 The Bid prepared by the Bidders and all correspondence and documents relating to the Bid exchanged by the Bidder and the Engineer shall be written in the English Language.

### **9.0 Documents comprising the Bid**

9.1 The Bid to be prepared by the Bidder shall comprise of the following: the Bid and Appendix thereto, the Bid Security, the Bill of Quantities; the Schedules of Supplementary information, and any other materials required to be completed and submitted in accordance with the instructions to Bidders embodied in these Bid documents. The Forms, Bill of Quantities and Schedules provided in these Bid documents shall be used without exception.

9.2 All documents issued for the purpose of Bidding as described in Clause 5.1 and amendments issued in accordance with Clause 7, shall be deemed incorporated in the Bid. Bid Documents prepared and submitted in accordance with Clause 14 and 15 shall be returned by Bidders to the Employer along with the submission of the Bid.

### **10.0 Bid Prices**

10.1 **The Bidder shall fill the rates against each item of Bill Of Quantities both in words and figures in the blank spaces provided in the respective columns. Item 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 covered by the others rates and prices in the bill of quantities. Correction, if any, shall be made by crossing out, initialling, dating, stamping and rewriting.**

10.2 All duties, taxes including works contract tax and other levies payable by the Contractor under the Contract including Contractors profit and over heads etc. or for any other cost shall be included in the rates and prices and the total amount of Bid submitted by the Bidder. The evaluation and comparison of Bids by the Engineer shall be made accordingly.

10.3 The rates and prices quoted by the Bidder shall be fixed for items complete in all respect for the duration of the Contract and not subject to adjustment on any account except as otherwise provided in the conditions of Contract.

10.4 The Bidder shall fill his most competitive rates in the first instance, as no negotiations shall be made after opening of the Tenders except if required with the lowest Bidder.

### **11.0 Bid Validity**

11.1 The Bid shall remain valid and open for acceptance for a period of **120 days** from the last date fixed for receiving the same.

11.2 In exceptional circumstances prior to expiry of the original Bid validity period, the Engineer may request the Bidder for a specified extension in the period of validity. The request and the responses thereto shall be made in writing or by cable or telex. A Bidder may refuse the request without forfeiting his Bid Security. A Bidder agreeing to the request will neither be required nor permitted to modify his Bid, but will be required to extend the validity of his Bid Security correspondingly.

### **12.0 Bid Security**

12.1 The Bidder shall furnish, as part of his Bid, a Bid Security of the amount of Rs. 6.00 lakhs (Rs. Six lakhs only). No deviation shall be permitted from this.

12.2 The Bid Security shall be in the form of a Demand Draft/Pay Order/Bank Guarantee in favour of M/s HSCC (India) Limited, Plot – 6 (A), Sector – I, NOIDA, UP – 201 301 payable at Noida / Delhi from any Nationalised bank/Scheduled bank.

12.3 Any Bid not accompanied by an acceptable Bid Security will be straightaway Rejected.

12.4 The Bid Securities of unsuccessful Bidders will be returned as promptly as possible but not later than 30 days after the expiration of the period of Bid validity prescribed by the Employer.

12.5 The Bid Security of the successful Bidder will be returned upon the Bidder executing the Contract and furnishing the required Performance Security.

12.6 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 he 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.

13.0 No interest will be payable by the Engineer on the Bid Security amount.

#### **14.0 Format and Signing of Bid**

14.1 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 in indelible ink and duly signed by a person or persons 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.

14.2 All pages of Bid shall be initialled and stamped by the person signing the Bid where entries or amendments have been made.

14.3 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 initialled by person signing the Bid.

#### **D. Submission of Bid**

##### **15.0 Sealing, Marking & Submission**

15.1 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 Securities, offer letter and other bids volume I,II,III,IV & VI duly signed and stamped with necessary documents as described in prequalification document including the following. Bids containing any conditions are liable to be rejected.
  - (a) Power of attorney of person authorised to sign the Bid.
  - (b) Original Bid documents (all pages) & drawings (Volume I, II, III, IV & VI) duly signed and stamped.
  - (c) Documents regarding constitution of Bidder as indicated in Clause 2.1 of these Instructions to Bidders.

- (d) Certificate of Registration.
  - (e) Construction Schedule and Schedule for man power to be deployed at Site.
- (ii) Envelope No. 2 : Shall contain only the Bill of Quantities and rates/prices (Volume V ) duly filled in and signed and stamped without any conditions whatsoever. Bids containing any conditions in Envelope No. 2 are liable to be summarily rejected.

**The Contractor must fill up price against each item of BOQ (Volume V) 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 no. 1. Non-compliance shall entail rejection of the Bid.

- 15.2 The Bidder shall seal the Bid.
- 15.3 All the above two envelopes shall be sealed in a third envelope and addressed to The Chief General Manager (PG-I), HSCC (India) Ltd., Plot – 6(A), Block – E, Sector – I, Noida, Uttar Pradesh – 201 301.
- 15.4 All the above envelopes shall bear the following identification:
- Name of work : **Construction of Nurses Hostel, Incinerator Building etc. for NEIGRIHMS, Tender number, Due date and Time.**
- 15.5 All the envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened, if required.
- 15.6 All recipients for the purpose of submitting a Bid shall treat the contents of the documents as private and confidential.
- 16.0 Deadline for Submission of Bids**
- 16.1 Bids must be received by the Engineer, HSCC (India) Ltd., not later than **15.00 hours of the designated date.**
- 16.2 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.

## **17.0 Late Bids**

17.1 Any Bid received by the Employer/Engineer after the prescribed deadline for submission will liable to be rejected and will be returned unopened to the Bidder.

## **18.0 Modification and Withdrawal of Bid**

18.1 The Bidder may modify or withdraw his Bid after Bid submission, provided that modification or notice of withdrawal is received in writing by the Engineer prior to the prescribed deadline for submission of Bids.

18.2 The Bidder's modification or notice of withdrawal shall be prepared, sealed, marked and despatched in accordance with the provisions for the submission of Bids. Notice of withdrawal may also be sent by telex or cable but shall be followed by a signed confirmation copy, postmarked not later than the deadline for submission of Bids.

18.3 No Bid may be modified subsequent to the dead line for submission of Bids.

18.4 No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of validity of the Bid specified. Withdrawal of a Bid during this interval may result in the forfeiture of the Bid Security.

18.5 Subsequent to the expiration of the period of validity of Bids prescribed in the Bid documents, a successful Bidder who has not been notified by the Engineer of the Award of the Contract may withdraw his Bid without penalty.

## **E. Bid Opening and Evaluation**

### **19.0 Bid Opening**

19.1 Bids shall be opened in the office of HSCC (India) Ltd., 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' representatives who may wish to be present.

Envelope No. 1 : Shall be opened first. If the Bid Security and prequalification application is not found as prescribed, the Bid shall be summarily rejected. Bids of parties who do not accept the conditions laid above in the Bid documents are also liable to be rejected.

19.2. The Engineer will examine the Bids to determine whether they are complete, whether they fulfil the prequalification criteria, whether the requisite bid

securities have been furnished, whether the Bids have been properly signed and stamped and whether the Bids are generally in order.

19.3 Telegraphic / Fax offer will be treated as defective, invalid and rejected.

19.4 The Bidder's names, general technical details, the presence of the requisite Bid Security and such other details as the Engineer, at his discretion may consider appropriate will be announced at the Bid opening.

Envelope No. 2 : Shall contain the sealed price Bid. Whose bid is found to be generally in order, meets the prequalification criteria and substantially responsive shall be opened either at the time of Bid opening or at a subsequent date to be intimated in advance to such eligible Bidders.

19.5 Only summary of prices quoted by the Bidders will be read out.

19.6 The Bid of any Bidder who has not complied with any of the instructions contained herein may not be considered.

## 20.0 **Process to be Confidential**

20.1 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.

20.2 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.

## 21.0 **Clarification of Bids**

21.1 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.

## 22.0 **Determination of Eligibility & Responsiveness**

22.1 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 reservation.

22.2 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.

### **23.0 Correction of Errors**

23.1 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 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.

23.2 If a Bidder does not accept the correction of errors as outlined above, his Bid will be rejected.

### **24.0 Evaluation and Comparison of Bids**

24.1 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.

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

24.3 Evaluation of the Bids will take into account, in addition to the Bid amounts, the following factors:

- a) Arithmetical errors corrected in accordance with Clause 23.
- b) Such other factors as the Engineer considers may have a potentially significant impact on Contract execution price and payments.

- 24.4 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.
- 24.5 Price adjustment provisions 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.

## **F. Award of Contract**

### **25.0 Award Criteria**

- 25.1 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.

### **26.0 Engineer's Right to Accept any Bid, to Reject any or all Bids**

- 26.1 Notwithstanding Clause 25, the Employer/Engineer 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 Bidder or Bidders of the grounds for the Employer's/Engineer's action.

### **27.0 Notification of Award**

- 27.1 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.
- 27.2 The notification of Award will constitute the formation of the Contract.
- 27.3 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.

### **28.0 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 included 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 one day from the date of receipt of the draft and the 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 3 days from the receipt of the approved draft.

## **29.0 Performance Security**

- 29.1 Within 15 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 Nationalised/Scheduled 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.
- 29.2 In cases, where the aggregate of expected Contract payment would at any time exceed the Engineer's estimate of actual work performed by more than the amount of Performance Security specified in Clause 29.1 such Security shall be increased accordingly at the expense of the successful Bidder.
- 29.3 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 II (hereinafter called the General Conditions) as modified or added to by the following Specific Conditions 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 Conditions, the conditions of Specific Conditions of Contract shall prevail.

### **30.0 Definitions**

- a) "PRINCIPAL EMPLOYER/ EMPLOYER " means **North Eastern Indira Gandhi Regional Institute of Health & Medical Sciences, Shillong.**
- b) "ENGINEER" means **The Executive Director (Proc & PG - I) 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.

### **31.0 Insurance of Works**

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

### **32.0 Guarantees**

Performance Guarantees, Advance Payment Guarantee, Retention money Guarantee and any insurance policies entered into by the Contractor under the terms of the Contract, shall stipulate that the proceeds of any claim shall be payable to **North Eastern Indira Gandhi Regional Institute of Health & Medical Sciences, Shillong.**

### **33.0 Certificates and Payments**

- a) 4 % (Four percent) of the Contract price shall be paid as Mobilisation Advance at an interest @ 14% (Fourteen Percent) per annum on the reducing balance to the successful Bidder within 15 days of furnishing a Bank Guarantee from any Nationalised/Scheduled bank for equivalent amount in the form annexed (Annexure-C).

In addition to the advance outlined above, the Employer will pay another advance at an interest @ 14% (Fourteen percent) per annum on the reducing balance for purchase of new shuttering material for the works in an amount equivalent to 1% (One Percent) of the contract price subject to the same terms and condition specified in clause 60.7(a) and (b) of general Condition of contract and on the furnishing of a bank guarantee from Nationalised/Scheduled bank in the form annexed (Annexure C) with shuttering material details and advance proforma invoice for the value of advance.

- b) 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 up to the end of the month together with particulars of other amounts to which he is entitled under the Contract.
- c) The statement shall be submitted on a printed proforma (prepared at the cost of the Contractor) approved by the Engineer.
- d) The Contractor shall be paid monthly, on the certification 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 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.
- e) Mobilisation Advance under 33.0 (a) can be drawn upto two months from the date of order to commence the work. The recovery of this Mobilisation Advance shall be affected as outlined in Clause 60.7 (b) & (c) of General Conditions.
- f) Retention Money at the rate of 10%(ten percent) shall be deducted from each interim certificate subject to a maximum of 5%(five percent) of the contract price.

g) The Retention Money shall, subject to Clause 60.6 (a) & 60.6 (b) of General Conditions of Contract, become due and shall be paid to the Contractor when the Engineer shall issue the Taking Over certificate notwithstanding that at such time there may be outstanding claims by the Contractor against the Employer, provided always that if at such time there shall remain to be executed by the Contractor any Works ordered during the Defect Liability Period pursuant to Clause 49.1, 49.2, 49.3, 49.4 and 50.1 of the General Conditions hereof, the Employer shall be entitled to withhold payment until the completion of such Works as much of the Retention Money as the Engineer may in his absolute discretion think fit.

h) Payment upon each of the Engineer's certificates shall be made by the HSCC (India) Ltd. acting for and on behalf of Employer within 30 days after such certificate has been issued by the Engineer.

However, 75% of the estimated amount as determined by the Engineer of the payment due against the monthly running bill shall be paid within 10 (Ten) working days after submission of the bill by the contractor in the approved format and complete in all respects.

i) The Engineer may at any time make any corrections 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.

j) The responsibility for making the payments or meeting other 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.

k) After completion of work and prior to final payment, the contractor shall furnish to the engineer, a release of claim against the Employer arising out of contract, other than claims specifically identified, evaluated and excepted from the operation of the release by the contractor.

**34.0 Settlement of Disputes - Arbitration**

Sub Clause 67.1, 67.2, 67.3 and 67.4 of G.C.C. shall be followed.

**35.0 Address**

a. The address of the Employer is as follows:

**North Eastern Indira Gandhi Regional Institute of Health & Medical Sciences, Director's Block, GPO Post Bag No. 92, Mawdiangdiang, Shillong – 793 012 (Meghalaya)**

b. The address of the Engineer is as follows:

**The Executive Director (Proc & PG-I), HSCC (India) Ltd., Plot – 6(A), Block – E, Sector – I, Noida, Uttar Pradesh – 201 301.**

c. The address of the Contractor is

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**36.0 THE FOLLOWING SHALL BE READ IN ADDITION TO CLAUSE 34.1 TO THE GENERAL CONDITIONS**

36.1 Labour

36.1.1 Engagement of Labour

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

36.1.2 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 Representative for the use of contractor's and the Engineer's staff and work people, sub contractor and site visitors.

36.1.3 Alcoholic Liquor 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-contractor, agents or employees.

36.1.4 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 or permit or suffer the same as aforesaid.

36.1.5 Festivals and religious Customs

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

36.1.6 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.

36.1.7 Disorderly Conduct, etc

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

36.1.8 Observation of legislation etc.

The Contractor shall at all times during the continuance of the contract comply fully with all existing Acts, regulation and bylaws including all statutory amendments and re-enactments and acts that may be passed in future either by 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, ESI 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 shall keep the employer indemnified in case any action is commenced for contravention by the contractor. If the Employer is caused to pay or reimburse any amount for non-observance of the provision 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.

#### 36.1.9 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.

36.1.10 The contractor shall notwithstanding the provisions 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 subcontractor in connection with the said works as if the labourers has been immediately employed by him.

#### 36.1.11 Notices

The Contractor shall before he commences the work display and correctly maintain in 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 of work for which such wages are earned and send a copy of such notices to the Engineer.

#### 36.1.12 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 requirement 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 each wage period.
- V) Total amount payable for the work during each wage period.
- VI) All deduction made from the wage with details in each case of the ground for which the deduction is made.
- VII) Wage actually paid for each wage period.

- 36.1.13 The contractor shall provide a wage slip for each worker employed on the works.
- 36.1.14 The wage record and wage slips shall be preserved for least 12 months after the last entry.
- 36.1.15 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.
- 36.1.16 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 observation 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.
- 36.1.17 The Employer shall have the right to deduct from money due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non payment of the aforesaid fair wage, except on account of any deduction that may be permissible under any law for the time being in force.
- 36.1.18 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 workmen employed in the industry in which the workers is employed.
- (ii) The contractor or sub-contractor shall be entitled to be represented in any investigation or enquiry under this clause by an officer of an Association of Employers of which he is a member.

(iii) No party shall be represented by a legal practitioner in any Investigation or enquiry under this clause, unless all parties agree.

36.1.19 Safety Provision

The contractor shall comply with all the precautions as required for the safety of the workman by I.L.O convention (NO.62) as far as they are applicable to the contract. The contractor shall provide all necessary safety applications, gears like goggles, helmets and masks etc. to the workmen and the staff.

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

36.1.21 Footwear

The Contractor shall at his own expense provide footwear for all labour 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 Employer shall be entitled to provide the same and recover the cost from 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 interval as the Employer/Engineer may prescribe showing the supervisory staff and the number of the several classes of labour from time to time employed on the site.

36.2 Variation in price

**No Variation shall be payable in price on account of labour, material (General), POL and / or any other account. Also no variation/escalation shall be payable on account of time over run if any in completion.**

36.2.1 Subsequent Legislation

If, after the date seven 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 adjustments formula in accordance with the 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 subcontractors included as "Provisional sums" or "Prime cost" items in the Contract Price.

### **37.0 Taxation**

The Contractor shall pay all taxes, duties, levies, work contract tax etc. of the Government provisions of the Income tax Act or as per the advice of the Income Tax Authority. Deduction of Income tax/ Works Contract 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.

### **38.0 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.

### **39.0 Special Applications**

#### **39.1 Site Information**

The proposed Site for the **Construction is located in the outskirts of Shillong, about 7 Kms. from main city.**

#### **39.2 Special Instruction**

Within one month of start of work, the Contractor shall provide and maintain at his own cost two nos. branded computers (HP/WIPRO/HCL) of latest model / version along with UPS (APC/HP) with 3 hrs. battery back up,

required softwares and peripherals, HP LaserJet printer 1000 series, PS2 mouse with Win ME/XP preloaded and also 2 nos. computer table with chairs.

Within one month of start of work, the Contractor shall provide HSCC office furniture Godrej make office tables (4 Nos.) & chairs (4 nos. revolving + 9 nos. visitor's chairs) for HSCC staffs, Steel Almirah (3nos.), Filing cabinets (2nos.) as directed by Engineer. The cost of maintenance will be borne by the contractor till defect liability period.

The above said furniture shall be the property of the Contractor and is to be removed after completion of all obligations of the Contractor under the Contract including the defect liability period.

Within a month of start of work, the Contractor shall provide HSCC with telephone (Landline or Mobile) facility at Site office including STD facility & pay at his cost all monthly bills limited to Rs. 3000.00 (Rs. Three thousand only) per month as approved by the Engineer

The entire works will be liable to be inspected by Chief Technical Examiner i.e. CTE /CVC and ISO auditors. The Contractor will provide all necessary help required for in this connection. The Contractor will have to comply with the procedures/observations/suggestions of the CTE/ISO in respect of quality, specifications, workmanship in his scope of work, if any. No extra payment will be made on this account. However, any recovery arising out of the CTE's/ISO's observation will be borne by the Contractor.

All the statutory expenditures incurred towards payment to the local body for getting electrical power/load, sewer 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 this connection.

#### 39.2.1 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 and prices quoted for the Works and no extra payment shall be made on this account.

#### 39.2.2 Contractor's Temporary Structures

The Contractor may, at his own expense and subject to the approval of the Engineer and statutory authorities, construct offices, stores, 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 follow 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.

#### 39.2.3 Procurement of Various Materials

The Employer will not supply any construction materials required for the Works under this Contract. The Contractor must, therefore, make his own arrangements for timely procurement of various materials including steel and cement.

#### 39.2.4 Water Supply & Power Supply

The Contractor shall make his own arrangement for water supply at Site for drinking as well as construction purposes at his own cost. The Contractor shall also make his own arrangements 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.

#### 39.2.5 Telecommunications

The Contractor shall apply to the P&T authorities for the necessary telephone and communication lines at his cost.

#### 39.2.6 Temporary Fencing

The Contractor shall at his own expense, erect and maintain in good condition temporary fences and gates along the boundary of the areas assigned to him for the purpose of execution of the Works.

The Contractor shall, except when authorised by the Engineer, confine his men, materials and plant within the Site of which he is given possession. The Contractor shall not use any part of the Site for purposes not connected with the works unless prior written consent of the Engineer has been

obtained. Access shall be made to such areas only by way of approved gateways.

#### 39.2.7 Mix Design of Concrete

The contractor shall carry out the mix design of concrete from a reputed institution/laboratories as approved by Engineer at his own expenses. Prior approval of engineer is to be taken before the samples (Cement, Coarse & fine aggregates) sent to the Institution for Mix design. The decision of engineer shall be final and binding for above.

#### 39.2.8 Testing of Materials

All materials used in the works shall be subject to inspection and test. The Contractor shall carry out sampling of such materials and making of concrete test cubes as per the appropriate Indian Standards and as directed by the Engineer. The contractor shall deliver the samples of materials and concrete test cubes to the Engineer in a manner as directed by the Engineer who will inspect the same and then order for testing of materials and concrete cubes..

The Contractor shall arrange for testing of materials normally in site testing lab but samples may be sent to outside testing laboratories e.g. Guwahati / Kolkata / Delhi, if necessary. The delivery of the samples shall be undertaken by the Contractor. The cost and charges for sampling of materials and concrete cubes and delivering the same to the office of the Engineer and/or other places including all incidentals in connection with the same as directed by the Engineer and the testing charges thereof shall be borne by the Contractor and shall be deemed to be included in the rates and prices quoted in the Bill of Quantities. The results of the tests carried out shall be binding on the Contractor who shall comply with any rectification measures that the Engineer may deem fit and order to be executed by the Contractor as a result of testing.

#### 39.2.9 Approval of Samples prior to use

The Contractor shall submit the samples of all materials, he proposes to use in the works for prior approval of the Engineer. A sample room shall be maintained at site in which all approved samples shall be kept for comparison with materials being used at Site. Any materials not conforming to the approved samples shall be rejected.

#### 39.2.10 Bar Bending Schedule

Contractor shall prepare bar bending schedules 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.

39.3 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 opinion 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 required shall be made by the Contractor at his own expense.

39.4 "AS MADE" Drawings

The Contractor shall supply two complete sets of "As Made" Drawings on polyester tracing film 75 micron thick and also on computer floppy / CD and three 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 or at such other times as directed by the Engineer. The drawings shall be fully dimensioned with the Engineer's standard title block 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.

39.5 Progress Photograph

The Contractor shall supply to the Engineer a negative/CD and three prints of colour progress photographs of such portions of the work in progress or completed works as directed by the Engineer. The negative/CD and the photographs shall become the property of the Employer. The photographs shall be of approximate size 169 mm x 115 mm each. The photographs shall be mounted in albums and shall be suitably inscribed and captioned. The albums in a chronological order shall be handed over to the Engineer. No prints or the negatives may be supplied to any persons without the authority of the Engineer.

39.6 Programme of Work and Progress Reports

The Contractor shall submit to the Engineer within four weeks of the Award of the Contract, six copies of 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. The detailed Schedule shall be such as it can be updated quarterly or as directed by the Engineer. Six copies of the

revised Schedule shall be supplied to the Engineer as and when it is revised.

The Contractor shall submit to the Engineer before the second day of every week, a progress report for the preceding week showing the upto date progress and progress during the preceding week on all items of each section of the Works in relation to and in consideration of the detailed Schedule.

### 39.7 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 dimensions in the metric units and the Contractor can not in accordance with the Contract, procure such materials in the measure specified 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 dimensions approximating to those described in the Contract or ordered by the Engineer, then the Contractor shall henceforth give 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 or originally ordered by the Engineer, or
- (b) Direct the Contractor to make some other variation whereby the need to supply such materials to the dimensions described in the Contract or originally ordered by the Engineer will be avoided.

### 39.8 Field Materials Testing Laboratory

39.8.1 The Contractor shall provide a laboratory at his own cost for the testing of bricks, concrete cubes, construction materials, soil and any other materials in accordance with the Indian Standards and CPWD norms etc. as per the directions of the Engineer.

39.8.2 The laboratory will be administered and staffed by the Engineer but the Contractor shall provide the following personnel at his own cost for attendance at the laboratory throughout the Contract:

- i) Two suitable qualified assistants capable of carrying out routine work necessary for the efficient running of the laboratory. These two assistants shall be experienced in concrete testing.
- ii) Two attendants to provide incidental labour as necessary in connection with the testing of materials, cleaning instruments etc.

39.8.3 The laboratory shall be equipped by the Contractor at his own cost with all necessary apparatus to carry out the above mentioned tests in accordance with relevant Indian Standards or equivalent approved Standards.

- i) Cement testing:

Tests for fineness, Strength, setting time and soundness in accordance with IS:4031.

- ii) Concrete Testing:

Test for workability, proportions, density and strength in accordance with IS:516 and 1199. In particular the cube testing machine shall be capable of exerting a slowly applied force up to 200 tonnes and the plates shall be suitable for crushing both 150mm and 200 mm cubes. A Vibrating table of suitable design shall be provided for compaction of cubes.

- iii) Aggregate Testing:

In accordance with IS: 2386 (part I to VIII) for the following tests on both fine and coarse aggregates:

- a. Sieve analysis
- b. Determination of bulk density and voids on fine aggregates only:
- c. Determination of moisture content, specific gravity and absorption on coarse aggregates only:
- d. Determination of specific gravity and absorption

39.8.4 The contractor shall after getting approval from the Engineer print at his own cost all forms, tables, formats etc. required for recoding test results etc.

39.8.5 The laboratory shall be connected to the main water and electricity services. It shall also be supplied with portable gas equipment.

39.8.6 On completion of the Maintenance period, the laboratory is to be dismantled and removed from Site. The dismantled materials and equipment shall be the property of the Contractor.

**40.0 Rates/Prices**

The quoted rates/prices for the items shall be complete in all respect including all labour, material, plant and machinery, tools and tackles, all taxes, duties, levies, octroi, statutory levies applicable from time to time etc. The Contractor should quote his rates/prices accordingly for the complete items in all respects.

**41.0 Compliance of Statutory Obligations**

The Contractor shall comply all the statutory obligations and obtain all required clearances to implement the project without any financial repercussions to HSCC/Client and ensure all follow up actions with the local authorities in this respect for smooth completion of the project.

**42.0 Unpriced Bids**

The unpriced copies of the purchase orders of major items/equipments and of subcontracts placed by the Contractor shall be furnished to the Engineer.

**43.0 Jurisdiction of Court - Shillong, Meghalaya.**

**ADDITIONAL SPECIFIC CONDITION OF CONTRACT**  
**AND**  
**SPECIFICATIONS**

**(A) RELATING TO CIVIL, PLUMBING WORKS & ELECTRICAL WORKS**

**1.0 General**

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

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

\* The CPWD General Specifications for Electrical works: Part V - Down Comer System for fire fighting-1985. Termination used in the bid shall also be accordance with CPWD General Specifications.

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

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

**2.0 Scope of Contract**

2.1 The scope of work covers the supply, erection, testing and commissioning of the Civil, Plumbing & Electrical Systems which includes testing and commissioning of components and accessories of:-

\* Civil works, plumbing works.

\* Electrical works.

2.2 The work shall be carried out in conformity with the plumbing drawings and the requirement of architectural, electrical, structural, and other specialised service drawings.

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

2.4 The said Contract comprises 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 follow the Bid drawings for 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 the 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 With in four weeks after Award of the Contract, the Contractor shall furnish for approval of the Engineer, three sets of detailed Shop drawings of all equipment and materials including plant room, sprinkler layouts required to complete the work as per specifications. These drawings shall contain details of construction, size, arrangement, operating clearances, performance characteristics, and capacity of all items of equipment, as also the details of all related items of work of other trades.

4.2 All drawings necessary for assembly, erection, maintenance, repair and operation of the equipment shall be furnished and different parts shall be suitably numbered for identification and ordering of spare parts.

4.3 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.

4.4 No material or equipment may be delivered or installed at the job Site until the Contractor has in his possession, the approved Shop drawings for that particular material or equipment.

- 4.5 After approval of the drawings by the Engineer, the Contractor shall further furnish six sets of Shop drawings for the exclusive use of and retention by the Engineer.
- 4.6 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 not mean the approval of the assembly of which it 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.
- 4.7 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 to 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 the Contractor installs his work before coordinating with other trades, or so as to cause any interference with the work of other trades, he shall make all 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.

## **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, requires any re-design of the structure, partitions, foundation, piping, wiring or any other part of the mechanical, electrical or architectural layout, all such re-design, and all new drawings and detailing 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 Acts, 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 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 Byelaws 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) 1994 and Part II (External) 1995, 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 - 2000.
- 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 Instructions**

9.1 Where manufacturers have furnished specific instructions relating to the materials and equipment used, covering points not specifically mentioned in these documents, manufacture's instructions shall be followed.

## **10.0 Training and Operating Instructions**

10.1 If required by the Engineer, the Contractor shall at no extra cost train members of the maintenance staff either at his or the subcontractor's workshop or at such other place or places as may be considered suitable by the Engineer.

10.2 Upon completion of all work 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 operation, 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 systems and equipment including in this Contract. This shall be supplemented, not substituted, by manufacturer's operating and maintenance manuals. Upon approval of the draft, the Contractor shall submit to the Engineer four (4) complete bound sets 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 at manufacturer's 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 workmanship at the Contractor's Works or at any place from which the materials or equipment is obtained. Acceptance by the Engineer of any material or equipment shall in no way relieve the Contractor of his responsibility for meeting the requirements of the specifications.

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

required 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 of the representative of the Engineer such tests and inspections as have been specified, 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 the 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 all necessary instruments such as Theodolite, Dumpy level, steel tapes, weighing machine, plumb bobs, spirit levels, hammers, micrometers, thermometers, hydraulic testing machine, smoke test machine and labour for testing. The Contractor shall make adequate records of the test procedures and readings, shall repeat any tests requested by the Engineer and shall provide test certificates signed by a properly authorised 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 satisfactory nature of the installation or any part thereof, then no claims for the extra cost of modifications, replacement or retesting will be considered. The decision of the Engineer shall be regarded 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**

The contractor shall submit test certificates for all the materials / systems. These shall be issued by a government recognized inspection office certifying that all Equipment, Materials, Construction and function are in agreement with the requirements of these specification and accepted standards.

## **13.0 Performance Guarantee**

- 13.1 It is clearly understood that the specifications, drawings, schedule of quantities for fire Fighting system are for bidder's guidance only. The bidder shall carry out necessary calculations and provide alternative equipment required to achieve the specified level of fire fighting required for human safety. Complete sets of Architectural Drawings are available at site in the Engineer's office and reference 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 and 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 of rotating 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 corrected by the Contractor at his own expense.

#### **15.0 Accessibility**

15.1 The Contractor shall locate all equipment, which must be serviced, operated or maintained in fully accessible positions. 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, to 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 of the Engineer.

16.2 It is to be clearly understood that the final responsibility for the sufficiency, adequacy and conformity to the Contract requirements of the electrical installation work lies solely with the Contractor.

#### **17.0 Completion Certificate**

17.1 On completion of the installation, a certificate shall be furnished to the Engineer, by the Contractor, countersigned by the licensed supervisor under whose direct supervision the installation was carried out. This Certificate shall be in the prescribed form as required by the local authority. On the basis of this 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 for 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 shall at his own cost submit to the Engineer 4 (four) sets of 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 4(four) 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 diagrams and all piping diagrams.

## **19.0 Rates**

19.1 Quoted rate includes any materials, equipment, appliances and incidental work not specifically as being furnishing or installed, but which are necessary and customary 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 out by the Contractor at his own expenses.

## **20.0 Check List**

20.1 The Contractor shall provide to the Engineer 4(four) copies of a comprehensive maintenance checklist and shall paste a copy of it in the Plant Room. The checklist shall be a list of each piece of equipment in this Contract, and shall provide a space for 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 this check list that he has 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.

## **21.0 Repairs**

All equipment that requires repairing shall be immediately serviced and repaired. During the maintenance period, all parts and labours shall be furnished at no extra cost to the Engineer.

## **22.0 Control System**

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

## **23.0 Reference Points**

23.1 Contractor shall provide permanent bench marks, flag tops and other reference points for the proper execution of work and these shall be preserved till the end of Works.

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

## **24.0 License and Permits**

24.1 Contractor shall hold a valid plumbing, electrical, HVAC license issued by the Municipal Authority or other competent authority under whose jurisdiction the work falls.

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

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

24.4 All inspection fees or submission fees paid by the Contractor shall be reimbursed by the owner on production of valid official receipts.

## **25.0 Cutting and Making Good**

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

## **B) RELATING TO ELECTRICAL INSTALLATIONS**

### **1.0 General**

1.1 The following Additional Specific Conditions and specification shall be read in 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.

### **2.0 Regulations and Standards**

2.1 The installations shall conform in all respects to Indian Standard Code of Practice for Electrical Wiring Installation IS : 732-1989 and as per CPWD General Specification for Electrical Works (Part I, II & IV). It shall also be in conformity with the current Indian Electricity Rules and regulations in so far as these are applicable to the installations. Wherever these Additional Specific Conditions and specifications calls for a higher standard of material and/or workmanship than those required by any of the above regulations, then this Additional Specific Conditions and specifications shall take precedence over the said Regulation and Standards.

### **3.0 Rates**

3.1 The rates bided shall be for complete items of work inclusive of all taxes all charges for items contingent to the work, such as, packing, forwarding, insurance, freight and delivery at Site for the materials to be supplied by the Contractor, watch and ward of all materials for the Internal Electrical Installation work at Site etc.

### **4.0 Completeness of Bid**

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

### **5.0 Works to be done by the Contractor**

5.1 Unless and otherwise mentioned in the Bid documents, the following works shall be done by the Contractor, and therefore their cost shall be deemed to be included in their rates and prices:

- i. Foundations for equipments and components where required, including foundation bolts
- ii. Cutting and making good all damages caused during installation and restoring the same to their original finish
- iii. Sealing of all floor openings provided by him for pipes and cables, from fire safety point of view, after laying of the same
- iv. Painting at site of all exposed metal surfaces of the installation other than pre-painted items like fittings, fans, switchgear/distribution gear items, cubicle switch board etc. and erection, shall however be rectified to the satisfaction of the Engineer
- v. Testing and commissioning of complete installation.

## **6.0 Tools for Handling and Erection**

- 6.1 All tools and tackles required for handling of equipments and materials at Site of work as well as for their assembly and erection and also necessary test instruments shall be the responsibility of the Contractor.

## **7.0 Terminology & Scope**

- 7.1 Terminology & scope for this project shall be as per CPWD General Specification for Electrical Works (Part I - Internal) - 1994 & External Works - Part II - 1995.

## **8.0 Measurement**

- 8.1 As per CPWD General specifications Part – I (Internal) & Part - II (External) unless otherwise specified in the technical specifications / BOQ.

## **9.0 Drawings**

- 9.1 The drawings indicate the extent and general arrangements of the fixtures, controlling switches, wiring system etc. and are essentially diagrammatic. The drawings indicate the points of termination of conduit runs and broadly suggest the routes to be followed. The work shall be executed as indicated in the approved drawings, however any minor changes found essential to co-ordinate the installation of this work with the other trades shall be made without any additional cost to the owner. The drawings are for guidance of the contractor and exact locations, distance and levels shall be governed by the building. The Contractor shall examine all architectural, structural, plumbing and sanitary & electrical drawings before starting the work and

report to the Engineer any discrepancies, which in his opinion appear on them and get it clarified. Contractor shall not be entitled to any extras for omissions or defects in electrical drawings or when they conflict with other services work.

## **10.0 Conduit/Trunking Layout**

10.1 Prior to the laying of the conduits and trunking, the Contractor shall examine/study consultants' drawings and report to Engineer in case he desires to make any changes from Consultant's proposed conduit layout plan and shall get the same approved from Engineer.

## **11.0 Shop Drawings**

11.1 The Contractor shall prepare and submit to the Engineer for his approval detail shop drawings of Main & Sub Distribution Boards, Distribution Boards, special pull boxes, light & fan switch boards, telephone distribution boards, FDA system and lightning protection system and other equipment to be procured/fabrication by the Contractor within 15 days of signing of the above items required to complete the electrical installation in all respect.

## **12.0 Manufacturer's Instruction**

12.1 Where manufacturers' have furnished specific instructions, relating to the materials used in this job, covering points not specifically mentioned in these documents, these instructions shall be followed in all cases.

## **13.0 Materials & Equipment**

13.1 All materials and equipment shall be ISI marked and shall be of the approved make and design. Unless otherwise called for, only the best quality of materials and equipment shall be used. The Contractor shall be responsible for the safe custody of all materials and shall insure as against theft, damage by fire, earthquake etc. A list of items of materials and equipment, together with a sample of each shall be submitted to the Engineer within 15 days of the award of the Contract.

## **14.0 Scale**

14.1 Drawings shall be prepared to the scale as required for proper explanation and shall indicate the size and location of all equipments and accessories herein. The Contractor shall obtain all dimensions preferably at the building (Site of work) and check those plans for interference with the building structure and other equipment.

**15.0 Brochures and Data**

15.1 The Contractor shall submit four copies of all brochures / manufacturer's description data and similar literature.

**16.0 Approval of Shop Drawings**

16.1 The Engineer's approval of shop drawings, schedule, brochures etc. shall be an approval of general details and arrangements only and shall not relieve the Contractor from responsibility for deviation from drawings or specifications unless he has in writing called Engineer to such deviations at the time of submission nor shall it relieve the Contractor from responsibility for errors or omissions of any kind in the shop drawings when approved.

**17.0 Samples and Catalogues**

For HSCC approval, contractor shall submit the samples & catalogue of the material, which are used at site as per the approved makes.

**18.0 Approval of Materials**

18.1 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 & model shall be with the Engineer.

**19.0 Inspection, Testing and Inspection Certificate**

19.1 HSCC and authorised representative of HSCC shall have at all reasonable times access to the Contractor's premises or Works and shall have the power at all reasonable time to inspect and examine the materials and workmanship during its manufacture or erection or if the part of works is being manufactured or assembled at other premises or works.

19.2 The Contractor shall arrange all the materials and labour required for inspection of equipment or for any testing to be carried out at his/ manufacturer's works or at Site. Notice for such inspection / presence for testing shall be given to the Engineer by the Contractor at least fifteen (15) days in advance together with the routine test certificates of the equipments/ materials given by the manufacturer.

19.3 Notwithstanding approval of tests or equipment by the Engineer, the Contractor shall be required to perform site tests and prove the correctness of ratings and performance of equipment / machinery and materials supplied and installed by the Contractor as per the Contract specifications and conditions. Engineer shall have full power to order the material or work to be tested by an independent agency at the electrical Contractor's expense in order to prove soundness & adequacy.

## **20.0 Schedule & Manner of Operation**

20.1 Time being the essence of this Contract, Contractor shall be expected to furnish all labour & material in sufficient quantities at appropriate time, expedite and schedule the work to meet the Engineer's requirement and so manage the operations that the work shall be completed in time as stated else where. In case of shut down of power supply required, Contractor shall coordinate with Engineer and shall carry out essential works during the shut down period allowed by the Engineer. In case Engineer allows for such period during night or early morning hours, Contractor shall make all provisions to avail such account. Contractor shall not be entitled for any extra claims on such account. Contractor shall programme his work in such a way that items of work requiring presence of Engineer are carried out between 10 A.M. & 5 P.M. on working days.

## **21.0 Performance Guarantee**

21.1 All equipment shall be guaranteed for 12 (Twelve) months from the date of handing over of installation to the Engineer against unsatisfactory performance and/or break down. The equipment or component or any other part of installation so found defective within the guarantee period shall be replaced / repaired by the Contractor free of cost to the satisfaction of the Engineer.

## **22.0 Conformity with Statutory Acts, Rules and Standards**

22.1 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 standards, then the specifications and drawings shall take precedence over the said Regulations and Standards.

22.2 However, if the drawings or specifications required something, which violates the Byelaws and Regulations, then the Bye-laws and Regulations shall govern the requirement of this installation.

- 22.3 Indian Electricity Act and Rules : all electrical works in 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.
- 22.4 CPWD specifications : The Electrical installation work shall conform to CPWD General Specifications for Electrical Works Part I (Internal) 1994 and Part II (External) 1995, both amended upto date.
- 22.5 Indian Standards : The System / components shall conform to relevant Indian Standards wherever they exist and to the National Building Code - 2000.
- 22.6 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.

### **23.0 Completion Drawings (As Built Drawings)**

- 23.1 On completion of the work and before issue of certificate of virtual completion, the Contractor shall submit to the Engineer completion plan drawn to a scale in tracing cloth with ink indicating the following, along with three blue print copies of the same:
- a. Run and size of conduits, inspection boxes, junction boxes and pulls boxes
  - b. Number of size of conductors in each conduit
  - c. Location and rating of sockets and switches controlling the light and power outlets
  - d. Location and details of main & sub distribution boards, distribution boards indicating the circuit number controlled by them
  - e. Type of fitting viz. fluorescent, pendants, brackets, bulkhead etc., fans and exhaust fans.
  - f. A complete wiring diagram as installed and schematic drawings showing all connections for the complete electrical system.
  - g. Location of telephone outlets, junction boxes and sizes of various conduits and number & sizes of wire drawn.
  - h. Layout of telephone cables.

- i. Location of all earthing stations, route and size of all earthing conductors, manholes etc.
- j. Layout and particulars of cables & sub mains.
- k. Schematic drawing for telephone system.
- l. Layout of conduits for computer outlet points.
- m. Layout and details of fire detection & alarm system consisting of manual call points, fire alarm hooters, smoke & heat detector, FDA control panel including details of conduits and number of wires drawn.
- n. Layout and details of lightning protection system.
- o. Insulation tests and earth test results.

#### **24.0 Confirmation of Quantities**

24.1 All quantities indicated in BOQ are tentative which may vary as per site conditions. Contractor has to verify quantities before procuring the material. No payment shall be payable for quantity brought to site but not used.

#### **25.0 Terms of Payment (Only for items of major electrical equipments)**

For purposes of estimating the contract value of work executed for certificate of payment under clause 33(d) of SCC, the following norms shall be followed.

- a. 80% of BOQ contract rate on receipt of equipment at site and after inspection and passing.
- b. 10% of BOQ contract rate on erection and installation of equipment.
- c. 5% after successful completion of running tests and provisional taking over.
- d. 5% after final performance-cum-seasonal test to be conducted in summer or monsoon only after all defects pointed out during previous tests have been removed.

**FORM OF AGREEMENT**

**AGREEMENT**

This Agreement made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_ between M/s **North Eastern Indira Gandhi Regional Institute of Health & Medical Sciences, Shillong** (*hereinafter* called "The Employer") represented by M/s \_\_\_\_\_ who enters into this Agreement of the one part and M/s ..... (hereinafter called "The Contractor") of the other part.

Whereas the Employer is desirous that certain works should be executed by the Contractor, viz \_\_\_\_\_ ("the Works") and has accepted a Bid by the Contractor for the execution and completion of the works and the remedying of any defects therein.

Now this Agreement witnesseth as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz :
  - (a) The Letter of Award;
  - (b) The said Bid;
  - (c) The General Conditions of Contract;
  - (d) Instructions to Tenderers and Specific Conditions of Contract;
  - (e) The Specification;
  - (f) The Drawings;
  - (g) The Priced Bill of Quantities;
  - (h) Any other relevant documents referred to in this Agreement or in the aforementioned documents
3. In consideration of the payments to be made by the HSCC (India) Ltd. acting as Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity with the provisions of the Contract in all respects.
4. The Employer hereby covenants to pay the Contractor through HSCC (India) Ltd. in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price or such other sum as may become payable

under the provisions of the Contract at the times and in the manner prescribed by the Contract.

In Witness whereof the parties hereto have caused this Agreement to be executed the day and year first before written.

signed, Sealed, and Delivered by the Said

---

Binding Signature of HSCC (India) Ltd. for and on behalf of **North Eastern Indira Gandhi Regional Institute of Health & Medical Sciences, Shillong**

Binding Signature of Contractor

---

In the presence of

Witness (1) :

Witness (2) :

## ANNEXURE - B

### **PROFORMA FOR PERFORMANCE BANK GUARANTEE**

(On a stamp paper of appropriate value from any Nationalised Bank or Scheduled Bank)

To,

M/s HSCC (India) Ltd.,  
Plot No. 6(A), Block E, Sector 1,  
NOIDA – 201 301.

Dear Sir,

In consideration of the **North Eastern Indira Gandhi Regional Institute of Health & Medical Sciences, Shillong** (hereinafter called 'Employer') which expression shall include his successor and assignees represented by his Consultant, M/s. HSCC (India) Ltd., Plot No. 6(A), Block – E, Sector - I, Noida, Uttar Pradesh – 201 301 (hereinafter called HSCC) having awarded to M/S \_\_\_\_\_ (hereinafter referred to as the said Contractor or 'Contractor' which expression shall wherever the subject or context so permits include its successors and assignees) a Contract No \_\_\_\_\_ in terms inter alia, of the \_\_\_\_\_ Letter No. \_\_\_\_\_ dated \_\_\_\_\_ and the General Conditions of Contract and upon the condition of the Contractor's furnishing Security for the performance of the Contractor's obligations and discharge of the Contractor's liability under and in connection with the said Contract upto a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) amounting to \_\_\_\_\_ percent of the total Contract value.

1. We, \_\_\_\_\_ (hereinafter called 'The Bank' which expression shall include its successors and assignees) hereby jointly and severally undertake to guarantee the payment to the Employer in rupees forthwith on demand in writing and without protest or demur or any and all moneys payable by the Contractor to the Employer in respect of or in connection with the said Contract inclusive of all the Employer's losses and damages and costs, (inclusive between attorney and client) charges and expenses and other moneys anyway payable in respect of the above as specified in any notice of demand made by the Employer to the Bank with reference to this guarantee upto an aggregate limit of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).
2. We, \_\_\_\_\_ Bank Ltd. further agree that the Employer shall be sole judge of and as to whether the said Contractor has committed any breach or breaches of any of the terms and conditions of the said Contract and the extent of loss, damage, cost, charges and expenses caused to or suffered by or that may

be caused to or suffered by the Employer on account thereof and the decision of the Employer that the said Contractor has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by the Employer from time to time shall be final and binding on us.

3. The Employer shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other Security in respect of the Contractor's obligations and liabilities hereunder or to vary the Contract or the work to be done thereunder vis-a-vis the Contractor or to grant time or indulgence to the Contractor or to reduce or to increase or otherwise vary the prices of the total Contract value or to release or to forbear from enforcement of all or any of the Security and/or any other Security(ies) now or hereafter held by The Employer and no such dealing(s) reduction(s) increase(s) or other indulgence(s) or arrangements with the Contractor or release or forbearance whatsoever shall absolve the bank of the full liability to the Employer hereunder or prejudice the rights of the Employer against the bank.
4. This guarantee shall not be determined or affected by the liquidation or winding up, dissolution, or change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all monies payable to the Employer in terms thereof.
5. The bank hereby waives all rights at any time inconsistent with the terms of this guarantee and the obligations of the Bank in terms hereof shall not be anywise affected or suspended by reason of any dispute or disputes having been raised by the Contractor stopping or preventing or purporting to stop or prevent any payment by the Bank to the Employer in terms hereof.
6. The amount stated in any notice of demand addressed by the Employer to the Bank as liable to be paid to the Employer by the Contractor or as suffered or incurred by the Employer on account of any losses or damages or costs, charges and/or expenses shall be conclusive evidence of the amount so liable to be paid to the Employer or suffered or incurred by the Employer as the case may be and shall be payable by the Bank to The Employer in terms hereof.
7. This guarantee shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the Employer and liabilities of the Contractor arising upto and until midnight of \_\_\_\_\_.
8. This guarantee shall be in addition to any other guarantee or Security whatsoever that the Employer may now or at any time anywise may have in relation to the Contractor's obligations/or liabilities under and/or in connection with the said Contract, and the Employer shall have full authority to have recourse to or enforce this Security in preference to any other guarantee or Security which the Employer may have or obtain and no forbearance on the part of the Employer in enforcing or

requiring enforcement of any other Security shall have the effect of releasing the Bank from its full liability hereunder.

9. It shall not be necessary for the Employer to proceed against the said Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding that any Security which The Employer may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the said bank hereunder be outstanding or unrealised.
10. We, the said Bank undertake not to revoke this guarantee during its currency except with the consent of the Employer in writing and agree that any change in the constitution of the said Contractor or the said bank shall not discharge our liability hereunder.
11. We, \_\_\_\_\_ the said Bank further that we shall pay forthwith the amount stated in the notice of demand notwithstanding any dispute/difference pending between the parties before the arbitrator and/or that any dispute is being referred to arbitration.
12. Notwithstanding anything contained herein above, our liability under this guarantee shall be restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) and this guarantee shall remain in force till \_\_\_\_\_ and unless a claim is made on us within 3 months from that date, that is before \_\_\_\_\_ all the claims under this guarantee shall be forfeited and we shall be relieved of and discharged from our liabilities there under.

Dated \_\_\_\_\_ day of \_\_\_\_\_ 2007

For and on behalf of Bank.

Issued under seal :

## ANNEXURE - C

### **PROFORMA FOR ADVANCE BANK GUARANTEE**

(On a stamp paper of appropriate value from any Nationalised Bank or Scheduled Bank)

To

M/s \_\_\_\_\_

Dear Sir,

1. In consideration of the **North Eastern Indira Gandhi Regional Institute of Health & Medical Sciences, Shillong** (hereinafter called as The Employer) which expression shall include his successors and assigns represented by his Consultant M/s. HSCC (India) Ltd., Plot – 6 (A), Block – E, Sector – I, Noida, Uttar Pradesh – 201 301, (hereinafter called HSCC) having agreed under the terms & conditions of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called the Contract or the said Contract) to make at the request of ("the Contractor" or "the said Contractor") the Contractor thereunder a lumpsum advance of Rs. \_\_\_\_\_ for utilising it for the purposes of the said Contract on its furnishing a guarantee acceptable to \_\_\_\_\_.
2. We, the \_\_\_\_\_ Bank having its branch office at \_\_\_\_\_ (hereinafter referred to as the Bank or the said Bank) a Company under the Companies Act 1956 and having our registered office at \_\_\_\_\_ do hereby guarantee the repayment and recovery of the said advance together with interest thereon as provided according to the terms and conditions of the said Contract. If the Contractor fails to utilise the said advance for the purposes of the said Contract and/or the said advance together with interest thereon as aforesaid is not fully recovered by The Employer, we \_\_\_\_\_ Bank hereby unconditionally and irrevocably undertake to pay to the Employer on demand and without demur or protest to the extent of the said sum of Rs. \_\_\_\_\_ with interest any claim made by the Employer on us against non-utilisation/misutilisation of the said advance and/or by reason of The Employer not being able to recover in full the said sum of Rs. \_\_\_\_\_ with interest as aforesaid.
3. We, \_\_\_\_\_ Bank further agree that the Employer shall be the sole judge of and as to whether the Contractor has utilised or not utilised the said advance or any part thereof for the purposes of the said Contract and/or as to whether the advance or any part thereof with interest has been recovered or not and the finding of the Employer in this regard shall be final and binding on us.

4. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and till the said advance has been fully recovered and its claims satisfied or discharged and till The Employer certifies that the said advance with interest has been fully recovered from the Contractor.
5. The Employer shall have the fullest liberty without affecting in any way the liability of the said Bank under this guarantee or Indemnity from time to time to vary any of the terms and conditions of the said Contract or the advance or to extend time of performance by the Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said Contractor and either to enforce or forbear from enforcing any of the terms and conditions governing the said Contract or the advance or securities available to The Employer and the said Bank shall not be released from its liability under these presents by any exercise by The Employer of the liberty with reference to the matter aforesaid or by reason of time being given to the said Contractor/or any other forbearance, act or omission on the part of The Employer or any indulgence by The Employer to the said Contractor or of any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the said Bank from its said liability.
6. The Bank hereby waives all rights at any time inconsistent with the terms of this Guarantee and the obligations of the Bank in terms hereof shall not be in any way affected or suspended by reason of any dispute or disputes having been raised by the Contractor (whether or not pending before any arbitrator, Tribunal or court) or any denial or liability by the Contractor stopping or preventing or purporting to stop or prevent any payment by the Bank to The Employer in terms thereof.
7. The amount stated in any notice of demand addressed by The Employer to the Bank as liable to be paid to The Employer by the Contractor, shall be conclusive evidence of the amount so liable to be paid to The Employer by the Bank.
8. This guarantee/undertaking shall be in addition to any other guarantee or Security whatsoever that The Employer may now or any time may have in relation to the Contractor's obligations or liabilities under and/or in connection with the said Contract, and The Employer shall have full authority to have recourse to or enforce this Security in preference to any other guarantee or Security which The Employer may have or obtain and no forbearance on the part of The Employer in enforcing or requiring enforcement of any other Security shall have the effect of releasing the Bank from its full liability hereunder.
9. It shall not be necessary for The Employer to proceed against the said Contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding that any security which the Employer may have obtained or obtain from the Contractor shall at the time when

proceedings are taken against the said Bank hereunder be outstanding or unrealised.

10. We, \_\_\_\_\_ the said Bank undertake that we shall pay forthwith the amount stated in the notice of demand notwithstanding any dispute/difference pending between the parties before the arbitrator and/or that any dispute is being referred to arbitration.
11. We, the said Bank undertake not to revoke this guarantee during its currency except with the consent of The Employer in writing and agree that any change in the Constitution of the said Contractor or the said Bank shall not discharge our liability hereunder.
12. This guarantee/undertaking shall be a continuing guarantee/undertaking and shall remain valid and irrevocable for all claims of The Employer and liabilities of the Contractor arising upto and until midnight of \_\_\_\_\_.
13. Notwithstanding anything contained herein above, our liability under this guarantee shall be restricted to Rs. \_\_\_\_\_ alongwith interest due thereon (Rs. \_\_\_\_\_) with interest and this guarantee shall remain in full force till \_\_\_\_\_ and unless a claim is made on us within 3 months from the date i.e. before \_\_\_\_\_ all the claims under this guarantee shall be forfeited and we shall be relieved of and discharged from our liabilities hereunder.

Dated \_\_\_\_\_ day of \_\_\_\_\_ 2007

for and on behalf of Bank

Issued under seal:

**ANNEXURE - D**

**PROFORMA FOR BID SECURITY BANK GUARANTEE**

(To cover payment of Bid Security and Conditions of Contract)

(On a stamp paper of appropriate value from any Nationalised Bank or Scheduled Bank)

To

M/s \_\_\_\_\_

Dear Sir,

In consideration of your agreeing to accept Bank Guarantee for Rs. ....  
(Rupees ..... ) in lieu of  
payment from M/s ..... having its/their  
registered office at .....  
(hereinafter called the Bidder) towards Bid Security in respect of your Tender no. ....  
..... calling for Tender for .....  
at ..... and for due fulfilment of the terms and conditions  
of the said Tender, we hereby undertake and agree to indemnify and keep you  
indemnified to the extent of Rs ..... (Rupees .....  
.....).

In the event of any loss or damages, costs, charges or expenses caused to or suffered by  
you by reason of any breach or non observance on the part of the Bidder of any terms  
and conditions of the said Tender, we shall on demand and without cavil or argument, and  
without reference to the Bidder, irrevocably and unconditionally pay you in full satisfaction  
of your demand the amounts claimed by you, provided that our liability under this  
guarantee shall not at any time exceed Rs ..... (Rupees .....  
.....).

This guarantee herein contained shall remain in full force and till you finalise the Tender  
and select the Tender as per your choice and it shall in the event of the said Bidder being  
selected and entrusted with the said work, continue to be enforceable till the said Bidder  
executes the Agreement with you and commences the work as stipulated under the terms  
and conditions of the said Tender have been fully and properly carried out by the said  
Bidder and accordingly discharges the guarantee.

We also agree that your decision as to whether the Bidder has committed any breach or  
non observance of the terms and conditions of the said Tender shall be final and binding  
on us.

We under take to pay the Consultant any money so demanded by the Consultant notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceedings pending before any Court or Tribunal relating thereto, our liability under this present being absolute and equivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such a payment.

This guarantee shall continue to be in full force and effect for a period of 120 days from the date of submission of Bid. Notwithstanding the above limitations, we shall honour and discharge the claims preferred by you within thirty days of expiry of this guarantee.

We shall not revoke this guarantee during its currency except with your previous consent in writing. This guarantee shall not be affected by any change in Constitution of our bank or of the Bidder firm. Your neglect or forbearance in the enforcement of the payment of any money, the payment whereof is intended to be hereby secured or the giving of time for the payment hereto shall in no way relieve us our liability under this guarantee.

Dated this ..... day of .....

Yours faithfully,

For

Signature & seal of the Bank

(Authorised Signatory)

**APPENDIX TO TENDER**

Important Clause	Clause No.	Volume	Remarks
Amount of Performance Security	10.1	II	5%of the Contract Price
Minimum amount of third party Insurance	23.2	II	Rs. 50,000.00 for any one incident, number of incidents Unlimited.
Period of commencement from Engineer's order to commence	41.1	II	Two weeks
Mobilisation advance	33(a)	III	4% of the contract price and 1% more for shuttering material @ 14% interest per annum.
Amount of Liquidated damages	47.1	II	0.5 %(point five percent) of Contract price per week of delay.
Limit of liquidated damages	47.1	II	5% of Contract price
Defect Liability Period	49.1	II	12 months
Percentage of retention	33(f)	III	10% of Contract Price.
Limit of retention money	33(f) 60.5	III II	5% of Contract Price.
Programme of work and progress reports	39.6	III	Programme updated monthly, progress reported weekly.
Time of Completion	43.1 1.3	II III	15 (Fifteen) Calendar months
Jurisdiction of Court	72.1 43.0	II III	Shillong, Meghalaya