

RAJIV GANDHI CENTRE FOR AQUACULTURE

Tender No.RGCA-MAC/ADMN/02/2021-2022

TENDER DOCUMENT

**REPAIR AND RENOVATION OF CIVIL WORK AND INFRASTRUCTURE
DEVELOPMENT AT MULTISPECIES AQUACULTURE COMPLEX
VALLARPADAM, KOCHI**

RAJIV GANDHI CENTRE FOR AQUACULTURE

TABLE OF CONTENTS

Si.NO	Description	Page No.
1	Terms and Conditions of Contract	5
2	Safety Code	12
3	Quality Assurance System	16
4	General Conditions of Contract	22
5	Special Conditions of Contract	61
6	Annexure - I to SCC - Time Schedule	76
7	Annexure - II to SCC - Scope of work	77
8	Annexure - III to SCC - Measurement of work	78
9	Notice Inviting Tender	79
10	Integrity Pact	83
11	Article of Agreement	85
12	Form of Earnest Money Deposit Bank Guarantee	89
13	Indenture of Secured advance	90
14	Form of application by the contractor seeking extension of time	93
15	Form of Performance security	94
16	Bill of Quantities	96
17	Drawings	120
18	Pre-Qualification form	122
19	Approved make	125

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1. TERMS AND CONDITIONS OF CONTRACT

Para No.	Description
1.	Scope of Bid
2.	Submission of Bid
3.	E-Tendering: Instruction for online bid submission
4.	Earnest Money Deposit(EMD)
5.	Refund of Earnest Money Deposit(EMD)
6.	Forfeiture of Earnest Money Deposit(EMD)
7.	Performance Guarantee:
8.	Refund of Performance Guarantee:
9.	Security Deposit
10.	Refund of security Deposit
11.	Compensation for Delay
12.	Brief Details of bid
13.	Quantities liable to vary
14.	Drawings, Specifications and Bill of Quantities
15.	Tender to gather all information for / bear cost of Tendering
16.	Rates for finished works to include all taxes, contingent costs;
17.	Quoted rates not subject to variation
18.	Employer will not supply any materials
19.	Tender to be open for acceptance for one month
20.	Some rights of Employer (i) to (iii)
21.	Contract
22.	Work time Chart

23. Specifications Applicable for Earth Filling
24. Case of no specifications or variations in Specifications
25. Employer to direct, supervise and approve work
26. Contractor's representative
27. Assigning work
28. Other agencies at work
29. Work to be insured
30. Acts of Government
31. Safety code and model rules for protection of health and sanitary arrangements for workers
32. Photographs of works

RAJIV GANDHI CENTRE FOR AQUACULTURE

1. TERMS AND CONDITIONS OF CONTRACT

1. Scope of Bid:

Rajiv Gandhi Centre for Aquaculture (RGCA) herein after referred as Employer invites bids for the construction Works, **Repair and Renovation of Civil Work and Infrastructure Development at Multi Species Aquaculture Complex, Vallarpadam, Kochi** and referred to as “the Works”. The name and identification number of the works is provided in the NIT/Bidding Data.

The bidders may submit bids for the works detailed in the table given in the Notice Inviting Tender. The successful Bidder will be required to complete the Works in the Time allowed for Completion specified in the NIT in accordance with Conditions of Contract.

2. Submission of Bid:

i) Online Bid Submission – Technical Bid and Financial Bid electronic format complete in all respect must be uploaded at the aforesaid portal date & time as per NIT

ii) Offline Bid Submission complete in all respect must be delivered in sealed envelopes to the address, date & time mentioned in NIT.

The currency for the Bid shall be Indian Rupee only.

Bids shall be valid for a period as mentioned in NIT.

The Technical Bid shall be opened online as mentioned in NIT. The time and date of opening of Financial Bid of bidders qualified the technical bid shall be communicated to them at later date after evaluations of technical bids. The Employer/Tender inviting Authority at his discretion may open Technical and Financial Bid simultaneously and evaluate the Bid completely.

3. E-tendering: Instruction for online bid submission:

The Technical Bid and Financial Bid to be submitted on-line at Central Public Procurement e-Portal <http://eprocure.gov.in/eprocure/app>. The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement (CPP) Portal, using valid Digital Signature Certificates.

- i) Bidder should log into the site well in advance for bid submission so that he/ she upload the bid in time i.e. on or before the bid submission time.
- ii) Bidder should prepare the Tender Fee and EMD Bid Security as per the instructions specified in the NIT. The originals should be submitted to the Tender Inviting Authority, on or before the last date & time of offline bid submission. The details of the EMD Bid Security, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the uploaded bid will be rejected.
- iii) While submitting the bids online, the bidder shall read the terms & conditions (of CPP portal) and accepts the same in order to proceed further to submit their bid.
- iv) Bidder shall digitally sign and upload the required bid documents one by one as indicated in the NIT.
- v) Utmost care shall be taken for uploading Schedule of Quantity & Price and any change/ modification of the price schedule shall render it unfit for bidding. Bidders shall download the Schedule of Quantities & Prices in XLS format and save it without changing the name of the file. Bidder shall quote their rates in figures in white background cells, thereafter save and upload the file in financial bid cover (Price bid) only. If the Schedule of Quantity & Price file is found to be modified by the bidder, the bid will be rejected. The bidders are cautioned that uploading of financial bid elsewhere i.e. other than in cover 2 will result in rejection of the tender.

- vi) Bidders shall submit their bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- vii) Any corrigendum, subsequent amendments and / or extension of date, if any, for submission of Bids shall be posted on the portal <http://eprocure.gov.in/eprocure/app>. Bidder(s) are advised to visit the portal regularly before the deadline for submission of Bids.
- viii) The employer reserves the right to accept or reject any Bid and to cancel the Bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidder(s).
- ix) The successful tenderer will obtain labour license from the respective office/authority as per applicable labour act in force. The same shall have to be produced to Engineer-In-Charge before start of work, as applicable.
- x) The contractor shall avail "Group Personal Accident Insurance Policy" covering all the personnel employed for execution for works complying requirement of Workmen Compensation Act 1923 as amended by Amendment Act No. 65 of 1976 for the entire period of contract and extended period, if any, be produced to the Engineer-In-Charge before start of work.

4. Earnest Money Deposit (EMD):

Every Tenderer shall be accompanied by an Earnest Money Deposit for Rs 1,81,260/- (One Lakhs Eighty one Thousand two Hundred and sixty only), in the form of Bankers cheque /Demand draft/fixed deposit receipts/ guarantee bonds of any scheduled bank. Tenderers not accompanied by such Earnest Money are liable to be rejected straight away. The EMD Should be submitted through Offline mode before **28-02-2022(17:00 hrs)**.

The FDR is pledged in favor of the "**Rajiv Gandhi Centre for Aquaculture**". The FDR should be valid up to the period of Bid Validity.

The Bank Guarantee submitted for Earnest Money Deposit (EMD) should be valid up to the period of Bid Validity.

The MSME firms registered in NSIC under PP policy are exempted from payment of EMD for supply of goods and services only.

5. Refund Earnest Money Deposit (EMD):

The earnest money given by all the tenderers except the lowest tenderer is refunded immediately after the expiry of stipulated bid validity period or immediately after acceptance of the successful bidder, whichever is earlier

Earnest money shall be refunded to Successful bidder on receipt of Performance Guarantee.

6. Forfeiture of Earnest Money Deposit (EMD):

The contractor whose bid is accepted will be required to furnish performance guarantee of 3% (Three Percent) of the bid amount within the period of seven days from receipt of acceptance letter. In case the contractor fails to deposit the said performance guarantee within the period as indicated above including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.

In case of forfeiture of earnest money said above, the bidder shall not be allowed to participate in the re-tendering process of the work

7. Performance Guarantee: Clause.1 GCC-CPWD

The Successful tenderer should submit Performance guarantee 3% of Contract Value within 7 seven days from the date of Acceptance letter. The Performance Guarantee shall be in the form of Bankers

cheque /Demand draft/fixed deposit receipts/ guarantee bonds of any scheduled bank. Performance Guarantee shall remain valid for a minimum period of sixty days beyond the date of completion of all contractual obligations as per GCC. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work.

8. Refund of Performance Guarantee:

After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest.

9. Security deposit: Clause.1A.GCC-CPWD

The Security deposit shall be collected by deduction from each running bills and final bills of 2.5% of bill value

10. Refund of Security deposit:

The Security deposit shall be refunded after the defects and Liability period of Twelve (12) Months from the date of work completion certificate issued by competent authority.

11. Compensation for Delay: Clause.2 GCC-CPWD

If the contractor fails to maintain the required progress to complete the work and clear the site on or before the contract period or justified extended date of completion as per clause 2-GCC-CPWD. Compensation for delay of work:

With maximum rate @ 1% (one percent) per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor. Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10 % (ten percent) of the **accepted** Tendered Value of work or of the **accepted** Tendered Value of the Sectional part of work..

12. The Brief Details of BID:

SI.NO	Description	PARTICULARS
(i)	Name of the Work:	Repair and Renovation of Civil Works and Infrastructure Development at Multispecies Aquaculture complex at Vallarpadam Kochi.
(ii)	Bid Validity	90 days (If required RGCA has the right to Cancel the tender within the Bid validity Period)
(ii)	Tender ID No.	Tender No. RGCA-MAC/ADMN/02/2021-2022
(iii)	Estimated Cost of work	₹ 90.63 Lakhs/- (Inclusive of all taxes, gst etc)
(iv)	Bid Security (EMD)	₹ 1,81,260/-(One Lakhs Eighty one Thousand two Hundred and sixty only)
(v)	Completion Period	08 Months
(vi)	Tender inviting Authority	The Director , RAJIV GANDHI CENTRE FOR AQUACULTURE (MPEDA, MINISTRY OF COMMERCE & INDUSTRY, GOVT. OF INDIA) 3/197, POOMPUHAR ROAD, KARAIMEDU VILLAGE, SATTANATHAPURAM POST, MAYILADUTHURAI DISTRICT, SIRKALI TALUK-

		609109, TAMIL NADU
(vii)	Publishing Date & Time	07-02-2022 (17:00 hrs)
(viii)	Document Download Start Date & Time	07-02-2022 (17:30 hrs)
(ix)	Bid Submission Start Date & Time	07-02-2022 (18:00 hrs)
(x)	Online Bid Submission Closing Date & Time	28-02-2022(15:30 hrs)
(xi)	Offline submission closing (address, date & time)	Multispecies Aquaculture Complex (MAC) MPEDA-RGCA, Vallarpadam Post, Cochin, Earnakulam District-682504, Kerala.
		28-02-2022(12:00 hrs)
(xii)	Online Bid Opening of Techno commercial Bid (Cover-I)	01-03-2022 (16:00 hrs)
(xiii)	Online Price bid Opening (Cover-II)	Venue, Date & time to be intimated later to the bidders whose Techno-commercial Bids will be found responsive.

13. Quantities liable to vary:

The quantities furnished in the bill of quantities are only probable quantities liable to alteration by omission, deduction or addition, and it should be clearly understood that the Contract is not a lump sum Contract and the Employer do not, in any way, assure the Tenderer that the said probable quantities are correct or that the work would correspond thereto. Payments will be regulated on the actual quantities of work done at the accepted rates. No escalation will be entertained on any part in this regard.

14. Drawings, Specifications and Bill of Quantities:

- i The drawings, specifications and the bill of quantities, forming parts of the Contract, are explanatory of and are complementary to one another, representing together the works / installations to be carried out.
- ii If neither the drawings nor the specifications nor the accepted bill of quantities include any part / parts the intention to include which is nevertheless clearly to be inferred and which are obviously necessary for the proper completion of the works / installations, all such parts shall be supplied and executed by the Contractor at no extra charge.
- iii. Anything contained in one or another of (a) the drawings, (b) the specifications and (c) the accepted bill of quantities are not found in the others will be equally binding as if contained in each of them.

15. Tenderer to gather all information for / bear cost of Tendering:

- i The Tenderer must obtain for himself on his own responsibility and at his own expense all the information necessary including risks, contingencies and other circumstances to enable him to make a proper Tender and to enter into a Contract with the Employer; he must examine the drawings, specifications, conditions and so on and must inspect the site of work, examine the nature of the ground and the subsoil (so far as is practicable), and acquaint himself with local conditions, means of access to the work, the nature of the work, in fact all matters pertaining thereto before he submits his Tender.

- ii. The Tenderer shall also bear all expenses in connection with the preparation and submission of his Tender.
- iii. The Tenderer whose Tender is accepted shall not be entitled to make any claim for increase in the rates quoted and accepted excepting in pursuance of any specific provision in the Contract for such and then only in terms of that specific provision, or to make any representation on the ground that he was supplied with any information or given any promise or guarantee of any sort, by the Employer, his agents and servants, or their representatives or any other persons, unless such information, promise or guarantee is furnished to the Tenderer in advance of the date of receipt of Tenders and in writing under proper authority.

16. Rates for finished works to include all taxes, contingent costs:

The rates quoted in the bill of quantities shall, unless specified otherwise, be deemed to be for finished work in-situ, item by item as provided for, and shall include cost for all necessary material, labour, all necessary incidental charges for such as but not limited to water, electricity, tools and plant, machinery, sheds, aligning and marking out, clearing site, etc. access roads and for all taxes including works Contract tax, GST, octroi, excise and any other tax or duty levied by Government, Central or local, or Local Authority, if and as applicable and all insurances as provided for in the Conditions of Contract till the work is completed in all respects according to the true meaning and intent of the Contract and delivered up.

17. Quoted Rates not subject to Variation:

The rates quoted shall be firm and fixed and not be subject to any variations. No price variation clause is allowed due on any account.

18. Employer will not supply any materials:

The Employer will not unless otherwise provided for herein, supply or procure for the Contractor, materials of any description, and the Contractor shall make his own arrangements therefore at his own cost.

19. Tender to be open for Acceptance for Ninety Days :

The rates quoted in Tenders shall remain valid for a period of Ninety Days from the date of their opening. Should any Tenderer withdraw his Tender before the expiry of the said period or makes any modifications to his Tender which are not acceptable to the Employer the Tender will be treated as having been rejected or abandoned and EMD will be forfeited.

20. Some rights of Employer:

- i. The Employer does not bind himself to accept the lowest tender and reserves to himself the right to reject any or all of the Tenders received without assigning any reasons therefore.
- ii. Further, the Employer reserves the right to award any part of the work to more than one Tenderer or to award the entire work to one Tenderer.
- iii. The Employer further reserves the right to delete or reduce an item or section of the bill of quantities without assigning any reason whatsoever therefore and no claim will be entertained in this regard.

21. Contract:

The Tenderer whose Tender is accepted is bound to execute a Contract with the Employer in accordance with the draft Contract which will include the Notice Inviting Tenders (NIT), these conditions, special conditions, if any, the drawings and specifications etc. and other papers stated to be forming part

thereof, but his liability under the Contract shall commence from the date of written order to commence the work whether the Contract is drawn or not. The Contractor shall bear all expenses in connection with the execution of the Contract including fees for stamping and registration of documents as required. Failure to execute the Contract in specified time shall entail action against the Contractor as provided for in the General Conditions of Contract.

22. Work-Time Chart:

The successful Tenderer, within 15 days of award of the work order shall submit to the Employer an illustrative and suitably coloured work-time chart, in the form of bars or other effective means, showing the item wise / location wise progress which he (the Contractor) intends to make to enable him to conveniently and practicably complete the work in all respects within the agreed time as per Contract. The chart will be scrutinized and approved by the Employer with suitable modifications, as and if necessary and the approved chart will then form part of the Contract, being the basis for assessment of progress under the relevant General Conditions of Contract.

The chart may from time to time, during the progress of the work, be reviewed and modified with the approval of the Employer keeping in view the agreed date of completion and also the Tenderers should submit method statement for the major item of works.

23. Specifications Applicable for Earth Filling Work:

The work is to be carried out generally in accordance with description of the items or CPWD Specifications and the I.S.S. in addition to the Specifications provided in the Contract forming part of the Tender documents.

24. Case of No Specifications or Variations in Specifications:

In the case of any class of work for which there is no specification in the Tender document, CPWD Specifications and the I.S.S. or in the said Specifications forming part of the Tender documents or in case there is variation, such work shall be carried out in all respects in accordance with the instructions and requirements of EMPLOYER.

25. Employer to Direct, Supervise and Approve work:

The work shall be carried out under the directions and supervision of and subject to the approval in all respects by Employer.

26. Contractors' Representatives:

On acceptance of the Tender the Contractor shall in writing and at once inform the Employer, the names of his accredited representative(s) who will be responsible to take instructions from the Employer.

27. Assigning Work:

The work or any part of it shall not be transferred, assigned or sublet without the written consent of the Employer.

28. Other Agencies at work:

The Contractor shall be required to co-operate and work in co-ordination with and afford reasonable facilities for such other agencies / specialists as may be employed by the Employer on other works / sub-works in connection with the project / scheme of which this work forms part.

29. Work to be insured:

The Contractor will be required to insure the work and keep it insured until one month after the date of taking over the works / installations by the Employer, or otherwise in terms of the Contract, against loss or damage by fire and other usual risks other than the risks excepted in terms of the Contract with an insurer whose name is to be approved by the Employer.

30. Acts of Government:

The Contractor is required to comply with all acts of Government relating to labour and the Rules and Regulations made there under from time to time and to submit at the proper times all particulars and statements required to be furnished to the Labour Authorities.

31. Safety Code and Model Rules for Protection of Health and Sanitary arrangements for workers:

In carrying out the work, the Contractor shall comply with the provisions of the safety code and the model rules for the protection of health and sanitary arrangements for workers

32. Photographs of Works:

The Contractor will be required to supply, at his own expenses, to the Architects, copies of large photographs in triplicate each (not less than 25 cm x 20 cm in size) of the works, taken from two approved portions of work at intervals of not more than 15 days during the progress of the work and also at every important stage of work, as directed by the Employer.

2. SAFETY CODE

ALL CONDITIONS AND REFERENCE TO STATUTORY SAFETY CODES ARE BINDING ON THE CONTRACTORS AND ARE TO BE IMPLEMENTED AT THEIR COST AND RESPONSIBILITY AS DEFINED IN CONDITIONS OF CONTRACT

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to $1\frac{1}{4}$ horizontal and 1 vertical.)
2. Scaffolding of staging more than 3.6 m (12ft.) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm. (3ft.) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends there of with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m (12ft.) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.
4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm. (3ft.)
5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. (30ft.) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. (11½") for ladder upto and including 3 m. (10 ft.) in length. For longer ladders, this width should be increased at least $\frac{1}{4}$ " for each additional 30 cm. (1 foot) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit; action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.
6. (a) Excavation and Trenching - All trenches 1.2 m. (4ft.) or more in depth, shall at all times be supplied with at least one ladder for each 30 m. (100 ft.) in length or fraction thereof, Ladder shall extend from bottom of the trench to at least 90 cm. (3ft.) above the surface of the ground. The side of the trenches which are 1.5 m. (5ft.) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m. (5ft.) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances, undermining or undercutting shall be done.

(b) Safety Measures for digging bore holes:-
7. (i). If the bore well is successful, it should be safely capped to avoid caving and collapse of the bore well. The failed and the abandoned ones should be completely refilled to avoid caving and collapse;

- (ii). During drilling, Sign boards should be erected near the site with the address of the drilling contractor and the Engineer in-charge of the work;
 - (iii). Suitable fencing should be erected around the well during the drilling and after the installation of the rig on the point of drilling, flags shall be put 50m around the point of drilling to avoid entry of people;
 - (iv). After drilling the borewell, a cement platform (0.50m x 0.50m x 1.20m) 0.60m above ground level and 0.60m below ground level should be constructed around the well casing;
 - (v). After the completion of the borewell, the contractor should cap the bore well properly by welding steel plate, cover the bore well with the drilled wet soil and fix thorny shrubs over the soil. This should be done even while repairing the pump;
 - (vi). After the borewell is drilled the entire site should be brought to the ground level.
8. Demolition - Before any demolition work is commenced and also during the progress of the work,
- (i) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
 - (ii) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.
 - (iii) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe
9. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned:- The following safety equipment shall invariably be provided.
- (i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
 - (ii) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes, shall be provided with protective goggles.
 - (iii) Those engaged in welding works shall be provided with welder's protective eyeshields.
 - (iv) Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
 - (v) When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and ventilated atleast for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the contractor shall ensure that the following safety measure are adhered to :-
 - a) Entry for workers into the line shall not be allowed except under supervision of the JE or any other higher officer.
 - b) At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.
 - c) Before entry, presence of Toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence.
 - d) Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.
 - e) Safety belt with rope should be provided to the workers. While working inside the manholes, such rope should be handled by two men standing outside to enable him to be pulled out during emergency.
 - f) The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
 - g) No smoking or open flames shall be allowed near the blocked manhole being Cleaned.

- h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
- i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-Charge shall decide the time up to which a worker may be allowed to work continuously inside the manhole.
- j) Gas masks with Oxygen Cylinder should be kept at site for use in emergency.
- k) Air-blowers should be used for flow of fresh air through the manholes. Whenever called for, portable air blowers are recommended for ventilating the manholes. The Motors for these shall be vapour proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at least 2 metres away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.
- l) The workers engaged for cleaning the manholes/sewers should be properly trained before allowing to work in the manhole.
- m) The workers shall be provided with Gumboots or non sparking shoes bump helmets and gloves non sparking tools safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.
- n) Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.
- o) If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.
- p) The extent to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-Charge regarding the steps to be taken in this regard in an individual case will be final.

(vi) The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution should be taken:-

- a) No paint containing lead or lead products shall be used except in the form of paste or ready made paint.
 - b) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scrapped.
 - c) Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.
- (vii) Workmen executing work on scaffolds or other structures above specified height shall be provided with full body harness and fall arresters.

10. An additional clause (viii)(i) of Central Public Works Department Safety Code (iv) the Contractor shall not employ women and men below the age of 18 on the work of painting with product containing lead in any form, wherever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use :

- (i) White lead, sulphate of lead or product containing these pigment, shall not be used in painting operation except in the form of pastes or paint ready for use.
- (ii) Measures shall be taken, wherever required in order to prevent danger arising from the application of a paint in the form of spray.
- (iii) Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dry rubbing down and scraping.
- (iv) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
- (v) Overall shall be worn by working painters during the whole of working period.
- (vi) Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled¹³ by painting materials.

vii) Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man appointed by competent authority of C.P.W.D PWD(DA).
(viii) C.P.W.D./PWD (DA) may require, when necessary medical examination of workers.
(ix) Instructions with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.

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

12. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions :-

(i) (a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.

(b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.

(ii) Every crane driver or hoisting appliance operator, shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to operator.

(iii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.

(iv) In case of departmental machines, the safe working load shall be notified by the Electrical Engineer-in-Charge. As regards contractor's machines the contractors shall notify the safe working load of the machine to the Engineer-in-Charge whenever he brings any machinery to site of work and get it verified by the Electrical Engineer concerned.

12. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

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

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

15. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer or Engineer-in-Charge of the department or their representatives.

16. Notwithstanding the above clauses from (1) to (15), there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

3. SPECIFICATION FOR CONSTRUCTION QUALITY ASSURANCE SYSTEM

INTRODUCTION:

This specification establishes the Quality Assurance (QA) requirements to be met by the item rate Contractor during execution of work.

Requirements stipulated in this specification conform to ISO: 9002 and IS: 1402.

SCOPE:

2.1 PRIOR TO AWARD OF CONTRACT

Following documents shall be submitted along with the Tender.

- i. Quality Assurance Manual of their organization covering.
- ii. Policy statement for QA indicating approach for achieving quality assurance.
- iii. Organization structure for QA/QC programme.
- iv. Responsibility and authority of personnel for QA/QC programme, Communication system
- v. List of written down job procedures they have for major activities for the work put to Tender.
- vi. Incoming material control, storage and transportation procedure.
- vii. Procedure to deal with non-conformance in case this crop up during job execution.

AFTER AWARD OF CONTRACT (PRIOR TO START OF JOB)

(a) Quality Plans:

The sample formats for preparation of the quality plan is enclosed. Contractor shall list all the major activities in their area / scope and prepare the quality plan accordingly.

Inspection and Test plan (ITP) for detailed activity of the job.

Sample format of ITP is enclosed. Contractor shall develop ITPs for job activities in his scope in line with sample ITP format.

The Contractor shall obtain approval of his detailed quality assurance programme and quality plan for all the works under his scope. This quality Programme is tailored system, which Contractor shall be using for the job giving details of JOB PROCEDURE and construction technologies for all major activities.

DURING JOB EXECUTION:

Implement agreed Quality Assurance Programmes and submit the reports as per the programme.

ANNEXURE - 1

GUIDE LINES TO BIDDER FOR PREPARATION OF QUALITY PLAN

QUALITY PLAN:

One of the special features of this specification is “Quality Plan”. The format is designed to include important information’s such as:

- i. List of all major activities i.e. work Break –down Structure (WBS).
- ii. Job Procedure Number for each activity covering construction technology to be adopted.
- iii. Responsibility.
- iv. Controls for Quality at Contractors end
- v. Inspection and Test requirement for clients witness.
- vi. Record generation.

While finalizing the ‘QUALITY PLAN” for the particular job following is the sequence of actions.

Break down of work into activities:

Break down the entire project work under the scope into smallest identifiable activity, in sequence. The column “Activity Description” is provided for the purpose.

Decide work method:

Wall lay down; step-by-step procedures totally covering the activity are to be specified under the column “Procedure No.” Applicable Standards can also be specified under this column.

Code of conformance as per Tender specification can be specified under the column provided.

S. NO.	ACTIVITY	EXAMINATION BY CONTRACTOR	INSPECTION BY EMPLOYER	RECORDS TO BE SUBMITTED BY CONTRACTOR

Assign responsibilities:

Under the “Performer” column, the job performer level is identified as per experience level & designation.

Decide Internal Controls:

The type of internal controls that shall exercise to produce Quality shall be identified under columns:

- i. Checker
- ii. Reviewer / Approver.

Decide number of inspection and Test Plans (ITPS) and Record Requirements:

Under this column, the number of inspection and Test Plan that shall be developed by Contractor shall be indicated.

QUALITY PLAN			
COMPANY NAME	CLIENT	PROJECT	REMARKS

EMPLOYER GENERAL - CONTRACTOR'S PERFORMING FUNCTIONS/RESPONSIBILITY INSPECTION/RECORD /

FUNCTIONS - ACTIVITY PROCEDURE PERFORMER CHECKERS REVIEWER /

DESCRIPTION: NUMBER : APPROVER:

INSPECTION AND TEST PLAN				
Sl. No	Activity	Examination by Contractor	Inspection by Employer	Records to be submitted by Contractor

GENERAL CONDITIONS OF CONTRACT
TABLE OF CONTENTS

Clause No.	Description	Page No.
	DEFINITIONS AND INTERPRETATION	
1.1	Definitions	22
1.2	Co-relation and order of precedence of Tender Documents	23
1.3	Singular and Plural	23
1.4	Heading or Notes	23
1.5	Cost	23
	CONSTRUCTION/PROJECT MANAGER AND CLERK OF WORKS	
2.0	Duties and Powers of Employer	23
	ASSIGNMENT AND SUB-LETTING	
3.0	Assignment	24
4.0	Sub-letting	24
	CONTRACT DOCUMENTS	
5.1	Language and Law	24
5.2	Documents mutually Explanatory	25
6.1	Custody of Drawings	25
6.2	One copy of drawings to be kept at site	25
6.3	Disruption of progress	25
6.4	Delays due to drawings (Prepared and supplied by Employer)	25
7.0	Further drawings (prepared and supplied by the Employer) and instructions	25
	GENERAL OBLIGATIONS	
8.0	Contractor's General Responsibilities	25
9.0	Contract	26
10.0	Inspection of Site	26
11.0	Sufficiency of Tender	26
12.0	Work to be to the satisfaction of the Employer	26
13.0	Programme to be furnished	26
14.0	Contractor's Superintendence	27
15.0	Contractor's Employees	27
16.0	Setting-out	28
17.0	Reference points	28
18.0	Water and Electricity	28
19.0	Watching and Lighting	29
20.0	Land for Contractor's Establishment	29
21	Care of works	29
21.1	Excepted risks	29
22.0	Insurance of works etc.	30
23.0	Indemnity	30
24.0	Third Party Insurance	30
24.1	Minimum amount of third party insurance	30
24.2	Provision to indemnify Employer	30
25.0	Accident or injury to workmen	31
25.1	Insurance against accident, etc., to workmen	31
26.0	Notification to insurers	31
26.1	All Insurance at Contractors cost	31
27.0	Giving of notices and payment of fees	31
27.1	Compliance with Statutes, Regulations, etc.	31

28.0	Disposal of excavated materials, fossils, etc.	32
29.0	Patent Rights and Royalties	32
30.0	Interferences with Traffic and Adjoining properties	32
31.0	Extra-Ordinary Traffic	32
31.1	Special Loads	32
31.2	Settlement of Extra-Ordinary Traffic claims	33
32.0	Co-operation with & opportunities for other Contractors	33
33.0	Construction Records	33
33.1	Reports and Returns	33
33.2	Site Order Books	33
34.0	Contractor to keep site clear	34
35.0	Clearance of Site on completion	34
	LABOUR	
36.1	Engagement of Labour	34
36.2	Supply of water	34
36.3	Alcoholic liquor or drugs	34
36.4	Arms and ammunition	35
36.5	Festivals and Religious customs	35
36.6	Epidemic	35
36.7	Disorderly conduct, etc.	35
36.8	Compliance with laws, regulations, etc., relating to labour	35
36.9	Employees provident fund	35
36.10	Trade Union Rights	35
36.11	Local labour	36
36.12	Fair wages	36
36.13	Medical Attendance	36
36.14	First Aid Facilities	36
36.15	Safety Measures	36
36.16	Report of Accidents	36
36.17	Report required by labour commissioner	36
37.0	Returns of labour etc.	37
	MATERIALS AND WORKMANSHIP	
38.0	Store shed	37
39.1	Approval of materials and equipment to be used	37
39.2	Cost of samples	37
40.1	Quality of materials and workmanship and test	37
40.2	Cost of tests for materials provided by Contractor and workmanship	38
41.1	Checking quality of works	38
41.2	Inspection of Operations	38
41.3	Examination of work before covering up	38
41.4	Uncovering and making openings	38
42.1	Removal of improper work and materials	38
42.2	Default of Contractor in compliance	39
43.1	Suspension of work	39
43.2	Suspension lasting more than 90 Days	39
	COMMENCEMENT TIME AND DELAYS	
44.0	Commencement of works	39
45.1	Possession of site	39
45.2	Way leaves etc.	40
46.1	Time of completion and progress of work	40
46.2	Failure in keeping to stages of work programme	40
47.0	Extension of time for completion	40

48.0	Night or Sunday works	40
49.0	Compensation and arrangement for night working	40
50.1	Liquidated damages for delay	41
50.2	Reduction of liquidated damages	41
50.3	Extent of liquidated damages	41
50.4	Liquidated damages as reasonable compensation	41
50.5	No bonus for early completion	41
51.0	Possession prior to completion	41
52.1	Certification of completion of works	41
52.2	Clearance of site of completion	42
	MAINTENANCE AND DEFECTS	
53.1	Definition of Period of maintenance	42
53.2	Execution of work of Repair, etc.	42
53.3	Cost of execution of work of repairs etc.	42
53.4	Remedy on Contractor's failure to carryout work required	42
54.0	Contractor to search	43
	ALTERATIONS, ADDITIONS AND OMISSIONS	
55.1	Variations	43
55.2	Orders for variations to be in writing	43
56.1	Rates for works not in schedule of quantities or schedule of rates	43
56.2	Claims	44
	PLANT AND MACHINERY, ETC.,	
57.1	Plant etc., Exclusive use for the works	44
57.2	Removal of plant etc.	44
57.3	Employer not liable for damage to plant, etc.	44
57.4	Re-export of plant	44
57.5	Customs clearance	44
57.6	Employer's Discretion	44
57.7	Contractor to bear all changes	45
57.8	Transport vehicles	45
57.9	Tax(GST)	45
58.0	Approval of materials, etc., not implied	45
	MEASUREMENT	
59.0	Quantities	45
60.0	Works to be measured	45
61.0	Method of measurement	46
	PROVISIONAL SUMS	
62.1	Definitions of "provisional sums"	46
62.2	Use of provisional sums	46
62.3	Production of vouchers, etc.	46
	NOMINATED SUB-CONTRACTORS	
63.1	Definition of nominated Sub-Contractors	46
63.2	Nomination of Sub-Contractors	47
63.3	Payments to nominated Sub-Contractors	47
	CERTIFICATES AND PAYMENTS	
64.1	Employers lien on all money due	47
64.2	Periodic payment	48
64.3	Payments on interim certificates to be regarded as advance	48
64.4	Interest not payable	48
64.5	Currency and terms of payment	48
64.6	Final claims	49
64.7	Certificate of Final acceptance	49

65.0	Approval only by maintenance certificate	49
66.1	Maintenance certificate	49
66.2	Cessation of Employer's liability	49
66.3	Unfulfilled obligations	50
	REMEDIES AND POWERS	
67.1	Default of Contractor	50
67.2	Valuation at Date of Forfeiture	51
67.3	Payment after forfeiture	51
68.0	Urgent repairs	51
	SPECIAL RISKS	
69.1	No liability for war, etc., risks	52
69.2	Damage to works etc., special risks	52
69.3	Projectile, missiles, etc.	52
69.4	Special risks	52
69.5	Outbreak of war	52
69.6	Removal of plant or termination	53
69.7	Payment if Contract terminated	53
	FRUSTRATION	
70.0	Payment in event of frustration	53
	SETTLEMENT OF DISPUTES	
71.1	Settlement of disputes arbitration	54
71.2	Progress of work not to be interrupted	55
	NOTICES	
72.1	Contractor's local office and service of notice to Contractor	55
72.2	Services of notices to Employer	55
72.3	Change in address	55
73.0	Taxation	55
74.0	Dangerous materials	55
75.0	Contract confidential	56
76.0	Contractor to provide facilities	56
77.0	Interference with existing facilities	56
78.0	Acts of influence	56
79.0	Individuals not personally responsible	56
80.0	Contract embodies whole arrangement	57
81.0	Office at site for Consultants / Employer	57
82.0	Cleaning of site after successful execution of contract	57
83.0	Governing Laws	57
84.0	Annexure to General Conditions of Contract	57
84.1	Court jurisdiction	57
85.0	Contractor deserting the work	57
86.0	Employer rights to fore closure of the Contract	58

4) GENERAL CONDITIONS OF CONTRACT DEFINITIONS AND INTERPRETATIONS

1.1 DEFINITIONS

In the Contract, as hereinafter defined, the following words and expressions shall have the meanings hereby assigned to them, except where the context otherwise requires.

“Employer” means the Rajiv Gandhi Centre for Aquaculture (RGCA in abbreviation) acting through its executive Director who will employ the Contractor, and legal successors in title to and assignee of the Employer.

“Contractor” means the person or persons, firm or company whose Tender has been accepted by the Employer and includes the Contractor’s authorized representatives, successors and permitted designs.

“Clerk of Works” means Engineers designated by Employer be In-Charge of the specific work.

Construction / Project Manager, appointed by EMPLOYER to be in over all charge of the project.

“Works” shall mean the works to be executed in accordance with the Contract or Part (a) thereof as the case may be and shall include all extra or additional, altered or substituted or temporary works as required for performance of the Contract and urgent works needing urgent measures which in the opinion of the Engineer become necessary during the process of work to obviate any risk or accident or failure.

“Contract” means the conditions of Contract, specifications, drawings, schedule of prices and all other documents included in the Tender documents, together with annexure (if any), Tender, Letter of Acceptance and the Contract, if any complete.

“Contract Price” means the sum named in the Letter of Acceptance, subject to such additions thereto or deductions there from as may be made under the provisions hereinafter contained.

“Constructional Plant” means all appliances or things of whatsoever nature required in or about the execution of maintenance of the works but does not include materials or other things intended to form or forming part of the Permanent works.

“Temporary works” means all temporary works of every kind required in or about the execution or maintenance of the works.

“Permanent works” means the permanent works to be executed and maintained in accordance with the Contract.

“Specification” means the specification referred to in the Tender and any modification thereof or addition thereto as may from time to time furnished or approved in writing by the Employer.

“Drawings” means the drawings referred to in the Specification and any modification of such drawings approved in writing by the Employer and such other drawings as may from time to time; be furnished or approved in writing by the Employer.

“Site” means the land and other places on, under, in or through which the permanent works or Temporary works are to be executed and any other land and places provided by the Employer for working space or any other purpose as may be specifically designated in the Contract as forming part of the site.

“Approved” means, approved in writing, including subsequent written confirmation of previous verbal approval and “approval” means approval in writing, including as aforesaid.

“Month” means the Gregorian calendar month and all times shall be according to the Gregorian calendar.

“Calendar day” means a period of twenty-four hours extending from midnight to midnight.

“Time” expressed by hours of the clock shall be according to the Indian Standard Time.

“Tender date” means the closing date fixed for receipt of Tenders as per Notice Inviting Tenders or as extended by subsequent notification.

“Rupees” (or Rs. In abbreviation) shall mean Rupees in Indian Currency.

“Schedule of Rates” shall mean the relevant schedule(s) annexed to the Tender paper issued by the Employer for the particular Contract, and amendments issued thereto from time to time.

1.2 CO-RELATION AND ORDER OF PRECEDENCE OF TENDER DOCUMENTS

If the stipulations in the various Tender documents be found to be at variance in any respect, one will override others (but only to the extent these are at variance) in the order or precedence as given in the list below, i.e., any particular item in the list will take precedence over all those placed lower down in the list.

- i. Description in the schedule of quantities.
- ii. Special conditions of the Contract
- iii. Technical specifications for materials and workmanship and drawings given herein.
- iv. Conditions and requirements of Tendering.
- v. General Conditions of Contract.
- vi. CPWD Specifications
- vii. IS specifications (Latest version)

1.3 SINGULAR AND PLURAL

Words importing the singular only also include the plural and vice versa, where the context requires.

1.4 HEADING OR NOTES

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

1.5 COST

The word “Cost” and shall be deemed to include overhead costs whether on or off the site.

2. DUTIES AND POWERS OF CONSTRUCTION MANAGER AND ENGINEER –IN-CHARGE

- 2.1 The EMPLOYER shall carry out such duties in issuing decisions, certificates and orders as are specified in the Contract, Fixation and Acceptance of rates for altered or substituted items of work or for additional items of work shall however always rest with the same authority (by designation) as had accepted the original Tender (for and on behalf of the Employer).
- 2.2 The Clerk of Works shall be responsible to the EMPLOYER and his duties are to watch and supervise the works and to test and examine any materials to be used or workmanship

employed in connection with the works. He shall have no authority to relieve the Contractor of any of his duties or obligations under the Contract nor except as expressly provided hereunder or elsewhere in the Contract, to order any work involving delay or any extra payment by the Employer, nor to make any variation of or in the works.

The EMPLOYER may from time to time in writing delegate to the Clerk of Works any of the powers and authorities vested in the EMPLOYER and shall furnish to the Contractor and to the Employer a copy of all such written delegations of powers and authorities. Any written instruction or approval given by the Clerk of Works to the Contractor within the terms of such delegations, but not otherwise, shall bind the Contractor and Employer as though it had been given by the EMPLOYER.

- a. Failure of the Clerk of Works to disapprove any work or materials shall not prejudice the power of the EMPLOYER thereafter to disapprove such work or materials and to order the pulling down, removal or breaking up thereof.
- b. If the Contractor shall be dissatisfied by reasons of any decision of the Clerk of Works he shall be entitled to refer the matter to the EMPLOYER, who shall thereupon confirm, reverse or vary such decision. The EMPLOYER decision shall be conclusive and binding on the Contractor.

ASSIGNING AND SUBLETTING

3. ASSIGNMENT

The Contractor shall not assign the Contract or any part thereof, or any benefit or interest therein or there under, without the prior written consent of the Employer.

4. SUBLETTING

The Contractor shall not sub let the whole of the works, except where otherwise provided by the Contract, the Contractor shall not sub-let any part of the works without the prior written consent of the EMPLOYER. Such consent, if given, shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any Sub-Contractor, his agents, servants or workmen as fully as if they were acts defaults or neglects of the Contractor his agents, servants or workmen.

Provided always that the provision of labour on a piecework basis shall not be deemed to be a sub-letting under this clause.

CONTRACT DOCUMENTS

5.1 a) LANGUAGE AND LAW:

The Contract documents shall be drawn up in the English language. All correspondence, orders, notices etc. shall also be in English.

- b) The laws of India and those of the State in which the works are situated shall apply to the Contract.

5.2 DOCUMENTS MUTUALLY EXPLANATORY:

The several documents forming the Contract are to be taken as mutually explanatory of one another, but in case of ambiguity or discrepancies the same shall be explained and adjusted in terms of the

provisions in Clause 1.2 above by the Engineer who shall thereupon issue to the Contractor Instructions thereon and these shall be final and binding on the Contractor.

CUSTODY OF DRAWINGS

The drawings shall remain in the sole custody of the EMPLOYER but two copies thereof shall be furnished to the Contractor free of charge. The Contractor shall provide and make at his own expenses any further copies required by him. At the completion of the Contract the Contractor shall return to the EMPLOYER all drawings provided under the Contract.

6.2 ONE COPY OF DRAWINGS TO BE KEPT AT SITE

One copy of the Drawings, furnished to the EMPLOYER as aforesaid, shall be kept by the Contractor on the site and the same shall at all times be available for inspection and use by the EMPLOYER or Clerk of Works and by any other person authorized by the EMPLOYER in writing.

6.3 DISRUPTION OF PROGRESS

The Contractor shall give written notice to the EMPLOYER well in time whenever planning or progress of works is likely to be delayed or disrupted unless any further drawings or order, including a direction, instruction or approval, issued by the EMPLOYER within a reasonable time. The notice shall include details of the drawings or order required and of why and by whom it is required and of any delay or disruption likely to be suffered if it is late.

6.4 DELAYS DUE TO DRAWINGS (PREPARED & SUPPLIED BY THE EMPLOYER)

If, by reason of any failure or inability of the EMPLOYER to issue within a time reasonable in all the circumstances any drawings or order requested by the Contractor in accordance with sub-clause (3) of this clause, the Contractor suffers delay then the Employer shall take such delay into account in determining any extension of time to which the Contractor is entitled under Clause 47 hereof.

7.0 FURTHER DRAWINGS (PREPARED & SUPPLIED BY THE EMPLOYER) AND INSTRUCTIONS:

The EMPLOYER shall have full power and authority to supply to the Contractor from time to time during their progress of the works, such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the Works. The Contractor shall carry out and be bound by the same.

GENERAL OBLIGATIONS

8.0 CONTRACTORS GENERAL RESPONSIBILITIES

The Contractor shall, subject to the provisions of the Contract, and with due care and diligence, execute and maintain the works and provide all labour, including the supervision thereof, materials, constructional plant and all other things, whether of a temporary or permanent nature, required in and for such execution and maintenance.

Works, if any, is executed as per Contractor's own design and drawings, he shall also bear the full responsibility for the adequacy and soundness of this design and drawings.

The Contractor shall also take full responsibility for the adequacy, stability and safety of all site operations and methods of construction.

9.0 CONTRACT

The Contractor shall when called upon to do so enter into and execute a Contract, to be prepared and completed at the cost of the Employer, in the form with such modification as may be necessary. Should the Contractor fail to enter into and execute the Contract, the earnest money is liable to be forfeited.

10.0 INSPECTION OF SITE

The Employer shall have made available to the Contractor with the Tender documents such data on sub-surface conditions as shall have been obtained by or on behalf of the Employer from investigations undertaken relevant to the works and the Tender shall be deemed to have been based on such data, but the Contractor shall be responsible for his own interpretation thereof.

The Contractor shall also be deemed to have inspected and examined the site and its surroundings and information available in this connection therewith and to have satisfied himself, before submitting his Tender as to the form and nature thereof, including the sub-surface conditions, the hydrological and climate conditions, the extent and nature of work and materials necessary for the completion of the works, the means of access to the site and the accommodation he may require and, in general, shall be deemed to have obtained all necessary information, subject as above mentioned, as to risks contingencies and all other circumstances which may influence or affect his Tender.

11.0 SUFFICIENCY OF TENDER :

The Contractor shall be deemed to have satisfied himself before Tendering as to the correctness and sufficiency of his Tender for the works and of the rates and prices quoted in the Schedule of prices, which Tender rates and prices shall, except in so far and it is otherwise provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper execution and maintenance of the works.

12.0 WORK TO BE TO THE SATISFACTION OF EMPLOYER

The Contractor shall execute and maintain the works strictly in accordance with the Contract to the satisfaction of the EMPLOYER and shall comply with an adhere strictly, to the Employer's instructions and directions on any matter whether mentioned in the Contract or not, touching or concerning the works. The Contractor shall take instructions and directions only from the EMPLOYER or subject to the limitations referred to in clause 2 thereof, from the Engineer's representative.

13.0 PROGRAMME TO BE FURNISHED:

the Contractor shall submit a programme showing the order of procedure how he proposes method statement on all important items of work covering processes equipment, quality controls, well defined to carry out the work within the time period in the Tender. On acceptance of the Tender, the Contractor shall submit the programme of works to the EMPLOYER for their approval. The approved programme shall be followed by the Contractor without any reservation. The Contractor shall whenever required by the Clerk of Works, also provide in writing for his information a general description of the arrangements and methods which the Contractor proposes to adopt for execution of the works.

If any time it should appear to the EMPLOYER that the actual programme of the works done not conform to the approved programme referred to in sub-clause (1) of this clause, the Contractor shall produce, at the request of the EMPLOYER a revised programme showing the modifications to the approved programme necessary to ensure completion of the works within the time for completion as defined in Clause 46.1 hereof.

The submission to and approval by the EMPLOYER or Engineer-in-Charge of such programmes or the furnishing of such particulars shall not relieve the Contractor of any of his duties or responsibilities under the Contract.

14.0 CONTRACTOR'S SUPERINTENDENCE

The Contractor shall give or provide all necessary superintendence during the execution of the works and as long thereafter as the EMPLOYER may consider necessary for the proper fulfilling of the Contractor's obligations under the Contract. The Contractor shall engage an experienced and qualified Site Manager to be in day-to-day charge of the work. The Contractor or his manager whose engagement is subject to approval in writing by the EMPLOYER, which approval may at any time be withdrawn, is to be constantly on the works and shall give his whole time the superintendence of the same. If such approval is withdrawn by the Engineer, the Contractor shall have regard to the requirement of replacing him as hereinafter mentioned, after receiving written notice of such withdrawal remove the manager from the works and shall not thereafter employ him again on the works in any capacity and shall replace him by another agent approved by the EMPLOYER, promptly and positively within a week. Such authorized agent or representative shall receive, on behalf of the Contractor, directions and instruction from the EMPLOYER or, subject to the limitations of Clause 2 thereof the Clerk of Works. The Manager or representative of the Contractor must be able to speak and communicate in English. The Contractor shall during working hours maintain Engineers and supervisors of sufficient training and experience to supervise the various items and operations of the work. Orders and directions given to such engineers and supervisors or other staff of the Contractor shall be deemed to have been given to the Contractor.

The Chief Engineer or the Contract Manager of the Contract, who will be specified on award of the Contract, shall at least once in a week inspect the works and shall discuss with the EMPLOYER, the conduct and progress of the work.

In the absence of the Contractor's designated agent or representative for a particular operation on any site of the works the Contractor's supervisory staff or sub-agent or leading hands shall be instructed to receive and carry out any instruction or direction issued by the EMPLOYER or the Clerk of Works.

15.0 CONTRACTOR'S EMPLOYEES:

The Contractor shall provide and employ on the site in connection with the execution and maintenance of the works.

Only such technical assistance as are skilled and experienced in their respective callings and such sub-agents, foreman and leading hands as are competent to give proper supervision to the work they are required to supervise, and

Such skilled, semi-skilled and unskilled labour as necessary for proper and timely execution and maintenance of the works.

The Contractor should as far as possible recruit staff from local people who are able to speak the local language.

All the staff and labour of the Contractor shall be paid in the Indian currency by the Contractor.

The Engineer shall be at his liberty to object to and require the Contractor to remove forthwith from the works any person employed by the Contractor in or about the execution or maintenance of the works who, in the opinion of the EMPLOYER misconducts himself, or is incompetent or negligent in proper performance of his duties, or whose employment is otherwise considered by the EMPLOYER to be undesirable and such person shall not be again employed upon the works without the written permission of the EMPLOYER. Any person so removed from the works shall be replaced promptly by a competent substitute approved by the EMPLOYER.

16.0 SETTING OUT:

The Contractor shall satisfy himself regarding the correctness of the layouts, levels etc., as are shown in the drawings or given in the specifications, Discrepancies noticed between drawings shall be informed in writing to the EMPLOYER and got set right before execution of works. The Contractor shall be responsible for the true and proper setting out of the works in relation to original points, lines and levels of reference given by the EMPLOYER in writing and for the correctness, subject as above mentioned, of the position, levels, dimensions and alignment of all parts of the works and for the provision of all necessary instruments appliances and labour in connection herewith. If at any time during the progress of the works, any error shall appear or arise in the position, levels, dimensions or alignment of any part of the Works, the Contractor, on being required so to do by the Employer or the Clerk of Works shall at his own cost rectify such error to the satisfaction of Employer / Clerk of Works shall not in any way relieve the Contractor of his responsibility for the correctness thereof and the Contractor shall carefully protect and reserve all bench-marks, sight-rails, pegs and other things used in setting out the works.

17.1 The Contractor shall provide all labour, skilled and unskilled and all materials, equipment, instruments needed for carrying out as directed, survey, laying out, setting out, checking of works, taking measurements, testing, etc. without any extra payment.

The Contractor shall also provide approach and access roads to all the works and stores without any extra cost.

17. REFERENCE POINTS:

After the survey has been plotted and approved by the Employer or the Clerk of Works, permanent base lines, cross lines and benchmarks shall be established by the Contractor so as to service as reference points and "Dimensional Control basis" of works. He shall prepare and submit a plan showing such reference points with their full description.

18.0 WATER AND ELECTRICITY:

The Contractor shall have to make his own arrangement at his own cost for adequate supply of water and for electric power that may be required for in connection with the works. However, if required, the electrical supply can be made at one point by the Clients, from there necessary tappings has to be made by the Tenderer.

19. WATCHING AND LIGHTING:

The Contractor shall in connection with the works provide and maintain at his own cost all lights, guards, fencing and watching when & where necessary or as required by the EMPLOYER of the Clerk of Works, or any duly constituted authority, for the protection of the works, or for the safety and convenience of the public or others.

20. LAND FOR CONTRACTOR'S ESTABLISHMENT:

For the purpose of construction of Contractor' store yard, godowns, site office and ancillaries, he may utilize a portion of the available land that the Employer will arrange at such location as would not interfere with the execution of works. The Contractor shall, for this purpose, submit during commencement of the work, a plan of the proposed layouts for the site facilities indicting the areas required for different purpose. The EMPLOYER reserves the right to alter and / or modify the Contractor's proposals as he may deem fit.

21. CARE OF WORKS:

From the commencement of the works until the date stated in the Certificate of completion for the whole of the works pursuant hereof the Contractor shall take full responsibility for the care thereof. Provided that if the EMPLOYER shall issue a certificate of completion in respect of any part the permanent works the Contractor shall cease to be liable for the care of that part of the Permanent work from the date stated in the certificate of completion in respect of that part and the responsibility for the care of that part shall pass to the Employer. Provided further that the Contractor shall be responsible for the care of any outstanding work and maintenance he is to carry out during the period of maintenance until such outstanding work and maintenance are completed. In case any damages, loss or injury shall happen to the works, or to any part thereof, from any cause whatsoever save and except the excepted risks as defined in sub-clause (2) of this Clause, while the Contractor shall be responsible for the care thereof the Contractor shall, at his own cost, repair and make good the same, so that at completion the permanent works shall be in good order and condition and in conformity in every respect with requirements of the Contract and Employer's instructions. In the event of any such damage, loss or injury happening from any of the expected risks, the Contractor shall, if and to the extent required by the EMPLOYER and subject always to the provisions of clause 65 hereof, repair and make good the same as aforesaid at the cost of the Contractor. The Contractor shall also be liable for any damage to the works occasioned by him the course of any operations carried out by him for the purpose of completing any outstanding work or complying with his obligations under Clause 53 and 54 hereof.

21. EXPECTED RISKS:

The "expected risks" are war, hostilities (whether war be declared or not) invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, or unless solely restricted to employees of the Contractor or his

Sub-Contractors and arising from the conduct of works, riot, commotion or disorder, use or occupation by the Employer of any part of the permanent works, or a cause solely due to the Employer's design of the works, or ionizing radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radio active toxic explosive or other hazardous properties of any explosive, nuclear component thereof, pressure waves caused by aircraft or other aerial devices, traveling of sonic or super sonic speeds of any such operation of the forces of nature as an experience Contractor could not foresee, or reasonably make provision for or insure against all of which are herein collectively referred to as "the expected risks".

22. INSURANCE OF WORKS ETC.

Without limiting his obligations and responsibilities thereof, the Contractor shall insure in the name of the Employer and the Contractor against all loss or damage from whatever cause arising, other than the expected risks, for which he is responsible under the terms of the Contract and in such manner that the Employer and Contractor are covered for the period stipulated, thereof and are also covered during the Period of Maintenance for loss or damage arising from a cost occurring prior to the commencement if periods of maintenance and for any loss or damage occasioned by the Contractor. In the course of any operations carried out by him for the purpose of complying with his obligations

The works for the time being executed to the estimated current Contract value thereof together with the materials for incorporation of the works at their replacement value.

The constructional plant and other things brought on to the site by the Contractor to the replacement value of such constructional plant and other things. These shall include materials belonging to the Employer but issued to or intended to be issued to the Contractor for use in the works.

Such insurance shall be effected with an insurer and in terms approved by the Employer, which approval shall not be unreasonably withheld, and the Contractor shall, whenever required, produce to the

EMPLOYER or the Clerk of Works the policy or policies and the receipts for payment of the current premium.

23. INDEMNITY

The Contractor shall indemnify and save harmless the Employer from and against all actions, suits, proceedings, losses costs, damages, charges, claims and demands of every nature and description brought or recovered against the Employer by reason of any Act or omission of the Contractor, his agents or employees. In the execution of the works or in guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of the Employer without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

24. THIRD PARTY INSURANCE

Before commencing the execution of the works the Contractor, but without limiting his obligations and responsibilities thereof, shall insure against his liability for any material or physical damage, loss or injury which may occur to any property, including that of the Employer, or to any person, including any employee of the Employer by or arising out of the execution of the works or in the carrying out of the Contract.

24.1. MINIMUM AMOUNT OF THIRD PARTY INSURANCE

Such insurance shall be effected with an insurer and in terms approved by the Employer, which approval shall not be unreasonably withheld and for at least the amount stated in the Contract. The Contractor shall, whenever required produce to the EMPLOYER or the Clerk of Works the policy or policies of insurance and the receipts for payment of the current premium.

24.2 PROVISION TO INDEMNIFY EMPLOYER:

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

25 ACCIDENT OR INJURY TO WORKMEN:

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

25.1 INSURANCE AGAINST ACCIDENT ETC. TO WORKMEN:

The Contractor shall insure against such liability with an insurer approved by the Employer, which approval shall not be unreasonably withheld, and shall continue such insurance during, the whole of the time that any person is employed by his on the whole works and shall, when required, produce to the EMPLOYER or the Clerk of Works such policy of insurance and the receipts of payment of the current premium. Provided always that, in respect of any person employed by any Sub-Contractor, the Contractor's obligation to insure the aforesaid under this sub-clause shall be satisfied if the Sub-Contractor shall have insured against the liability in respect of such persons in such manner that the Employer is indemnified under the policy, but the Contractor shall require such sub Contract to produce

to the EMPLOYER or the Clerk of Works, when required, such policy of insurance and the receipt for the payment of the current premium.

26. NOTIFICATION TO INSURERS

It shall be the duty of the Contractor to notify the insurers under any of the insurance thereof any matter or count which by the terms of such insurances are required to be notified and the Contractor shall indemnify and keep indemnified the Employer against all losses, claims, demands, proceedings, costs, charges and expenses whatsoever arising out of or Resulting from any default by the Contractor in complying with the requirements of this sub-clause whether as a result of the avoidance of such insurance or otherwise.

26.1 ALL INSURANCES AT CONTRACTOR'S COST

The insurances referred thereof shall be entirely at the cost and expense of the Contractor.

27 GIVING NOTICES AND PAYMENT OF FEES:

The Contractor shall give all notices and pay all fees required to be given or paid by any National or State Statute, Ordinance, or other law, or any regulation of bye-law or any local or other duly constituted authority in relation to the execution of the works and by the rules and regulations of all public bodies and companies in whose property or rights are affected or may be affected in any way by the works.

27.1 COMPLIANCE WITH STATUTES, REGULATIONS, ETC.

The Contractor shall conform in all respects with the provisions of any such laws of any local or other duly constituted authority which may be applicable to the works and with such rules and regulations of public bodies and companies as aforesaid and shall keep the Employer indemnified against all penalties and liability of every kind for breach of any such statute, ordinance or law, regulation or bye-law.

28. DISPOSAL OF EXCAVATED MATERIALS, FOSSILS ETC.

All materials obtained from any excavation, required to be carried out under this Contract will be the property of the Employer and the Contractor shall not have any claim on it. It will not be used for any purpose other than refilling the excavations as needed or otherwise used as directed by the EMPLOYER or Clerk of Works. After completion of such work, the surplus excavated materials, if any, shall be disposed by the Contractor as mentioned in the Schedule of Quantities from the work site as directed by the EMPLOYER or the Clerk of Works representative without any extra cost.

All fossils, coins, articles of value or antiquity and structures and other remains or things of Geological or archaeological interest discovered on the site of the works shall as between the Employer and the Contractor be deemed to be the absolute property of the Employer. The Contractor shall take reasonable precautions to prevent his workmen or any other persons from removing or damaging any such article or things and shall immediately upon discovery thereof and, before removal, acquaint the Clerk of Works of such discovery and carry out, at the Clerk of Work's orders as to the disposal of the same.

29. PATENT RIGHTS AND ROYALTIES:

The Contractor shall have harmless and indemnify the Employer from and against all claims and proceedings for or on account of infringement of any patent right, design trade marks or name or other protected rights in respect of any constructional plant, machine work, or material used for on in connection with the works or any of them and from and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof relation thereto. Except where otherwise specified,

the Contractor shall pay all tonnage and other royalties, rent and other payments or compensations, if any, for getting stone, sand, gravel, clay or other materials, required for the works or any of them.

30. INTERFERENCES WITH TRAFFIC AND ADJOINING PROPERTIES

All operations necessary for the execution of the works shall, so far as compliance with the requirements of the Contract permits, be carried on so as not to interfere unnecessarily or improperly with the convenience of the Public, of the access to use and occupation of public or private roads and footpaths to or of properties whether in the possession of the Employer or any other person. The Contractor shall have harmless and indemnify the Employer in respect of all claims, proceedings, damages, costs, charges and expenses whatsoever arising out of, or in relation to, any such matters in so far as the Contractor is responsible therefore.

31 EXTRA ORDINARY TRAFFIC

The Contractor shall use every reasonable means to prevent any of the highways or bridges communicating with or on the routes to the site from being damaged or injured by any traffic of the Contractor or any of his Sub-Contractors and, in particular, shall select routes chooses and use vehicles and restrict and distribute loads so that any such extra ordinary traffic as may arise from the moving of plant and material from and to the site shall be limited, as far as reasonably possible, and so that no damage or injury may be occasioned to such highways and bridges.

31.1 SPECIAL LOADS

Should it be found necessary for the Contractor to move on or more loads of constructional plant, machinery or pre-constructed units or parts of units of work over part of a highway or bridge, the moving whereof is likely to damage any high way of bridge unless special protection or strengthening is carried out, then the Contractor shall before moving the load on to such highway or bridge give notice to the EMPLOYER or Clerk of Works of the weight and other particular of the load to be moved and his proposals for protecting or strengthening the said highway or bridge. Such proposals, including any modifications thereto that the engineer may require, shall be carried out by the Contractor at his own cost and expenses.

31.2. SETTLEMENT OF EXTRAORDINARY TRAFFIC CLAIMS:

If during the carrying out of the works damage or injury to highway or bridge occurs due to moving of one or more loads constructional plant machinery or pre-constructed units parts of units of work, the Employer shall conduct necessary investigation for the purpose of determining Contractor's liability. If the damage is due to failure on part of the Contractor to observe and perform his obligations under sub-clause (1) and (2) of this Clause then restoration/repair of the damaged portion of road or structure certified by the EMPLOYER to be due to such failure shall undertaken by or chargeable against the Contractor.

32. CO-OPERATION WITH & OPPORTUNITIES FOR OTHER CONTRACTORS:

Some work in the site may be done through other Contractors, the event of any such work, the Contractor shall have to work in full co-operation and in close co-ordination with other Contractor/s. The Contractor shall, in accordance with requirements of the EMPLOYER, afford all reasons opportunities for carrying out their work to any of Contractors employed by the EMPLOYER and their workmen and the workmen of the Employer and of any other duly constitution authorities who may be employed in the execution or near site of any work not included in the Contract or of Contract which the Employer may enter into in connection with or ancillary to the works.

Any dispute that may arise in this connection will have to amicably settled by the Contractors among themselves. If they fail to do so, the matter shall be referred to EMPLOYER whose decision will be final and binding on all parties.

33.0 CONSTRUCTIONS RECORDS:

The Contractor shall keep and supply to the Engineer the update records of the dimensions and positions of all permanent works (showing therein any approved deviation between drawing and the work as actually executed). The information available from the records must be adequate and complete to enable preparation of 'as-built' drawings.

33.1.REPORTS AND RETURNS:

The Contractor shall maintain at site daily records of progress with regard to the works carried out, labour engaged and construction equipment deployed. These will form the basis of preparing periodic reports and returns as may be required by the EMPLOYER and in the manner as directed by him.

These daily records shall be made accessible to the EMPLOYER and Clerk of Works as and when desired.

33.2. SITE ORDER BOOKS

For the purpose for quick communication from the EMPLOYER or Clerk of Works to the Contractor or his agent or Representatives, Site Books shall be maintained by the Contractor at site in the manner described below.

Any communication relating the works may be conveyed through records in the Site Books. Such a communication from the EMPLOYER or Clerk of Works to the Contractor shall be deemed to have been adequately served in terms of sub-clause (1) of clause 72 hereof. Each site order book shall have machine-numbered pages in triplicate and shall be carefully maintained and preserved.

The Contractor shall keep site order books at various places where work is being carried out so as to be readily available in the EMPLOYER or Clerk of Works. Any construction or order which the EMPLOYER or Clerk of Works may like to issue to the Contractor may be recorded in the Site Order Book and two copies thereof taken for Employer's record.

The Clerk of Works may also maintain such Site order books for recording any instruction which the Clerk of Works or EMPLOYER themselves may like to communicate to the Contractor or his agent or representative. One copy thereof when transmitted to the Contractor's Agent or Representative under proper acknowledgement shall constitute adequate service thereof to the Contractor.

The site order books are intended primarily for facility of quick but recorded communication between persons working at site on behalf of the two parties. All-important communications between the EMPLOYER or the Employer and the Contractor or his agent shall be through letters and not through site order books.

34. CONTRACTOR TO KEEP SITE CLEAR:

During the progress of the works, the Contractor shall keep the site reasonably free from all unnecessary obstruction and shall store or dispose of any constructional plant with EMPLOYER' s approval and surplus materials and clear away and remove from the site any wastage, rubbish or temporary works no longer required.

35. CLEARANCE OF SITE ON COMPLETION:

On the completion of the works, Contractor shall clear remove from the site all constructional plant surplus materials, rubbish and temporary works of every kind, and leave the whole of the site and works clean and in a workmanlike condition to the satisfaction of the EMPLOYER.

LABOUR

36.1 ENGAGEMENT OF LABOUR

The Contractor shall make his own arrangements for the engagements of all labour local or otherwise and save in so far as the Contractor otherwise provides, for the transport, housing, feeding and payment etc., thereof.

36.2 SUPPLY OF WATER

The Contractor shall, having regard to local conditions, provide on the site to the satisfaction of the Clerk of Works an adequate supply of drinking and other water for the use of the Contractor's staff and work people at his own cost.

36.3 ALCOHOLIC LIQUOR OR DRUGS:

The Contractor shall not, otherwise than in accordance with the statutes, ordinances and Government Regulations or Orders for the time being in force, import sell, give barter or otherwise dispose of any alcoholic liquor, or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his Sub-Contractors, agents or employees.

36.4 ARMS AND AMMUNITION:

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

36.5 FESTIVAL AND RELIGIOUS CUSTOMS:

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

36.6 EPIDEMIC

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.

36.7 DISORDERLY CONDUCT ETC.,

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

36.8 COMPLIANCE WITH LAWS, REGULATIONS ETC., RELATING TO LABOUR

In respect of engagement employment, transport, payment feeding, housing and working conditions of labour and all matters connected therewith, the Contractor shall at all times during the continuance of the Contract comply in all respects with and carry out all obligations imposed on him by the provisions and requirements of the following statutes.

- a) The Apprentices Act 1961 (Act 52 of 1961) and Rules and orders issued there under from time to time
- b) The Contract labour {Regulation and Abolition Act 1970} (Act 37 of 1970) and Rules made there under.
- c) The payment of Wages Act 1936, the Minimum Wages Act 1948, the Employees Liability Act 1938, the Industrial Disputes Act 1947, and the Maternity Benefits Act 1961, Workman's Compensation Act modification thereto and Rules framed there under from time to time.
- d) Other existing National or State Statute; Ordinance or other law or any Regulation Bye-law of any local or other duly constituted authority which may be applicable including any such law, Regulation or order that may be passed or ordered and come into force during the Tender of the Contract.

36.9 EMPLOYEES PROVIDENT FUND

The Contractor shall comply with the provisions of the relevant Employees Provident fund Act or Ordinance in force in the State along with the provisions of all Rules and Regulations made there under from time to time and shall in particular be responsible for the payment of all contributions as laid down under the Act/Ordinance.

36.10. TRADE UNION RIGHTS:

The Contractor shall recognize the freedom of all workmen employed by him in and for performance of the Contract to be members of registered Trade Unions and shall not in any manner prevent or discourage any such workman from becoming a member of a registered Trade Union or discriminate against any workman who is a member of a registered Trade Union.

36.11. LOCAL LABOUR:

As far as possible unskilled labour shall be engaged from available local labours.

36.12. FAIR WAGES

The Contractor shall in respect of all workmen employed by him in and for the performance of the Contract pay rates or wages and observe the conditions of employment not less than those provided under the relevant labour law as applicable to the State.

36.13. MEDICAL ATTENDANCE:

The Contractor shall provide, to the satisfaction of the Government or Local Authorities concerned, adequate medical attendance for his employees and labour at his own cost.

36.14. FIRST AID FACILITIES:

The Contractor shall arrange for medical attention to be promptly available when necessary. He shall for his purpose provide a number of First-Aid stations at suitable locations within easy reach of the workmen and other staff engaged in the works. Each first aid station shall be properly equipped and will remain in charge of a suitable qualified person. The Contractor shall also provide for transport of serious cases to the nearest hospital. All these arrangements shall be to the approval of the Employer and nothing is payable on this ground.

36.15.SAFETY MEASURES:

The Contractor shall be responsible for the safety of all workmen and other persons entering or in the works and shall at his own expense and to the approval of the EMPLOYER take all measures necessary to ensure their safety. Such measures shall include the provisions for helmet (specially where work at a height is involved), provision of gumboots, gloves, hood etc., to workers engaged in cement concrete or other works. Scaffolding or other measures required for working at a height, shall be strong and rigid and have to be provided with suitable and convenient access. Shoring required for deep excavation must be adequate and rigidly braced and strutted. Other safety measures that the EMPLOYER may direct, depending on the exigencies of the location and nature of work and other relevant factors, shall be provided by the Contractor at no extra cost.

36.16. REPORT OF ACCIDENTS:

The Contractor shall within twenty-four (24) hours of the occurrence of any accident at or about the site or in connection with the execution of the works, report such as accident to the EMPLOYER and shall make every arrangement to render all possible assistance. The Contractor shall also report such accident to the competent authority whenever such a report is required by law.

36.17. REPORTS REQUIRED BY LABOUR COMMISSIONER:

The Contractor shall submit at the request of the Labour Commissioner or the Assistant Commissioner of the State/Central Government such returns as may be called for from time to time in respect of labour employed by the Contractor and by his Sub-Contractors in the execution of the Contract.

If so required, the name and address of all Sub-Contractors shall be furnished by the Contractor to the Labour Commissioner.

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

37. RETURNS OF LABOUR ETC:

The Contractor shall deliver to the Clerk of Works or at his office return in detail in such form and such intervals as the EMPLOYER may prescribe showing the supervisory staff and the numbers of the several clauses of labour from time to time employed by the Contractor on the site and such information regarding constructional plant as the Engineer-In-Charge may require.

MATERIALS AND WORKMANSHIP

38. STORE SHED:

The Contractor shall provide at his own cost store sheds of adequate capacity for storing the materials issued by the Employer if any. The shed should be of proper construction to protect the materials from deterioration due to weather or water. A raised platform shall be made for the stacking of cement in such a way that the cement received earlier can be consumed first so as to avoid deterioration due to prolonged storage. Modifications to the store head suggested by the EMPLOYER for better storage of materials should be carried out by Contractor at his own cost.

39.1 APPROVAL OF MATERIALS AND EQUIPMENT TO BE USED

Samples in large enough quantity of materials requiring prior approval, together with full descriptive data therefore, shall be furnished by the Contractor to the EMPLOYER in good time before the collection of such materials and equipment so as to permit inspection and testing. The samples shall be properly marked to show the name of the material, name of manufacturers, place of origin and item for which it is to be used. Only upon approval, the materials of approved quality shall be brought to site. Samples approved shall be on exhibition at all times, properly stored and prevented from

deterioration for the purpose of comparing with the materials brought to site of work from time to time for use in work.

39.2 COST OF SAMPLES

All samples of materials as may be required by the EMPLOYER shall be furnished by the Contractor at the cost and expense of the Contractor.

40.1 QUALITY OF MATERIALS AND WORKMANSHIP AND TESTS:

All materials and workmanship shall be of the respective kinds described in the Contract and in accordance with the Employer's instructions and shall be subjected from time to time to such tests as the EMPLOYER/ Clerk of Works may direct at the place of manufacture of fabrication, on the site or at such other place or places as may be specified in the Contract, or at all or any of such places. The Contractor shall provide such assistance, instruments, machines, labour and materials as are normally required for examining measuring and testing any work and the quality, weight or quantity of any materials used before incorporation in the works, as may be selected and required by the Employer / Clerk of Works, at no extra cost.

40.2. COST OF TESTS FOR MATERIALS PROVIDED BY CONTRACTOR AND WORKMANSHIP

The cost of all tests for materials and workmanship and load testing or of other tests as specified by the EMPLOYER shall be borne by the Contractor including the charges for transport of samples when and as necessary to places of testing as approved by the EMPLOYER.

41.1 CHECKING QUALITY OF WORK:

Should the EMPLOYER/Clerk of Works consider it necessary to satisfy himself as to the quality of work, the Contractor shall at any time during the continuance of the Contract, offer sample of work done or if necessary pull down a reasonable part of the work enough for such inspection and testing as the EMPLOYER/Clerk of Works may direct and the Contractor shall make good the same to the satisfaction of the EMPLOYER/Clerk of Works at no extra cost.

41.2.INSPECTION OF OPERATIONS:

The EMPLOYER/Clerk of Works and any person authorized by EMPLOYER shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials manufactured articles or machinery are being obtained for the works and Contractor shall afford every facility for and every assistance in or obtaining the right to such access.

41.3. EXAMINATION OF WORK BEFORE COVERING UP:

No work shall be covered up or put of view without the approval of the EMPLOYER or the Clerk of Works and the Contractor shall afford full opportunity for the EMPLOYER or the Clerk of Works to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon. The Contractor shall give due notice to the Clerk of Works whenever any such work or foundations is or ready or about to be ready for examination and the Clerk of Works shall, unless he considers it unnecessary and advises the Contractor accordingly, attend for the purpose of examining and measuring such work or of examining such foundations.

41.4. UNCOVERING AND MAKING OPENINGS:

The Contractor shall uncover any part or parts of the works or make openings in or through the same as the Clerk-of-works may from time to time direct and shall reinstate and make good such part or parts to the satisfaction of the EMPLOYER/Clerk of Works. If any such part or parts have been covered up or put out of view after compliance with the requirement of such clauses (3) of this clause and are found to be executed in accordance with the Contract, the expenses of uncovering, making openings in or through, reinstating and making good the same shall be borne by the Employer, but in any other case all costs shall be borne by the Contractor.

42.1 REMOVAL OF IMPROPER WORK AND MATERIALS:

The EMPLOYER/Clerk of Works shall during the progress of the works have power to order in writing from time to time the following.

- a) The removal from the site, within such time or time as may be specified in the order, of any materials, which, in the opinion of the EMPLOYER/Clerk of Works, are not in accordance with the Contract.
- b) The substitution of proper and suitable materials and
- c) The removal and proper re-execution, notwithstanding any previous test thereof or interim payment therefore, of any work which in respect of materials or workmanship is not in the opinion of the EMPLOYER/Clerk of Works, in accordance with the Contract.

42.2. DEFAULT OF CONTRACTOR IN COMPLIANCE:

In case of default on the part of the Contractor in carrying out such order, the Employer shall be entitled to employ and pay other persons to carryout the same and all expenses consequent thereon or incidental thereto shall be recoverable from the Contractors by the Employer, or may be deducted by the Employer from any monies due or which may become due to the Contractor.

43.1 SUSPENSION OF WORK:

The Contractor shall, on the written/verbal orders of the EMPLOYER suspend the progress of the works or any part thereof for such time or times and in such manner as the EMPLOYER may consider necessary and shall, during such suspension, properly protect and secure the work so far as is necessary in the opinion of the EMPLOYER. The Contractor shall not be paid by extra cost for such suspension of the work except that suitable time extension would be granted. If however, such suspension results from any failure of the Contractor, the Contractor will have to make good any losses that the Employer may incur on this account.

43.2 SUSPENSION LASTING MORE THAN 90 DAYS

If the progress of the works or any part thereof is suspended on the written orders of the EMPLOYER and if permission to resume work is not given by the EMPLOYER within a period of ninety days from the date of suspension then, the Contractor may serve a written notice on the EMPLOYER requiring permission within twenty eight days from the receipt thereof to proceed with the works of that part thereof in regard in which progress is suspended and, if such permission is not granted within that time, the Contractor by a further written notice so served may, but is not bound to, elect or treat the suspension where it affects part only of the works as an omission of such part under Clause 55 hereof, or where it affects the whole works as an abandonment of the Contract by the Employer and as Contract determined under clause 67.4 hereof.

COMMENCEMENT TIME AND DELAYS

44. COMMENCEMENT OF WORKS

The Contractor shall commence the works on site within a period of seven days after the receipt by him of a written order to this effect from the Employer and shall proceed with the same with due

expedition and without delay, except as may be expressly sanctioned or ordered by the EMPLOYER or be wholly beyond the Contractor's control.

45.1 POSSESSION OF SITE:

Save in so far as the Contract may prescribe, the extent of portions of the site of which the Contractor is to be given possession from time to time and the order in which such portions shall be made available to him and, subject to any requirement in the Contract as to the order in which the works shall be executed, the Employer with the written order to commence the work given to the Contractor possession of so much of the site as may be required to enable the Contractor to commence the works, to commence and proceed with the execution of the works in accordance with the programme referred to in clause 14 thereof, if any, and otherwise in accordance with such reasonable proposals of the Contractor as he shall, by written notice to the EMPLOYER make and will, from time to time as the works proceed, give to the Contractor possession of such further portions of the site as may be required to enable the Contractor to proceed with the execution of the works with due despatch in accordance with the said programme or proposals, as the case may be. If the Contractor suffers delay from failure on the part of the Employer to give possession in accordance with the terms of this clause, the EMPLOYER shall grant an extension of time for the completion of the works but such delay will not entitle the Contractor to damages or any compensation.

45.2 WAY LEAVES ETC.,

The Contractor shall bear all costs and charges for special or temporary way leaves required by him in connection with access to the site. The Contractor shall also provide at his own cost any additional accommodation outside the site required by him for the purpose of the works.

46.1 TIME OF COMPLETION AND PROGRESS OF WORK:

The progress of the work shall conform to the approved work programme and time of completion of work shall be as per agreement executed between RGCA and Contractor.

46.2. FAILURE IN KEEPING TO STAGES OF WORK PROGRAMME:

If the Contractor does not keep to the approved programme and continues at any stage to fall behind his schedule by as much as Ten percent (10%) of the said approved work programme, within (30) days from receipt by him of a written notice from the EMPLOYER or if in the opinion of the EMPLOYER the delay will substantially affect operation activities or execution of a major work item and it is ascertained by the EMPLOYER that the Contractor cannot remedy the occasion within the stipulated time, the EMPLOYER shall have full authority to undertake measures to recover from such adverse condition.

47. EXTENSION OF TIME FOR COMPLETION:

Should the amount of extra or additional work of any kind or any cause of delay referred to in these conditions, or exceptional adverse climatic conditions, or other special circumstances of any kind whatsoever which may occur, other than through a default of the Contractor, be such as fairly to entitle the Contractor to an extension of time for the completion of the works, the EMPLOYER shall determine the period of such extension and shall notify the Employer and the Contractor accordingly. Provided that the EMPLOYER is not bound to take into account any extra or additional work or other special circumstances unless the Contractor has within twenty eight days after such work has been commenced, or such circumstances have arisen, or as soon thereafter as is practicable, submitted to the Clerk of Works full and detailed particulars of any extension of time to which he may consider himself entitled in order that such submission may be investigated at the time.

48. NIGHT OR SUNDAY WORK:

Subject to provisions in local Acts and any statutes of the State, the Contractor shall arrange for working at night and on Sundays whenever as desired by the EMPLOYER to expedite progress and complete the works in time.

49. COMPENSATION AND ARRANGEMENTS FOR NIGHT WORKING:

The Contractor shall not be entitled to any additional payment for taking up works at night or on Sundays. When a work at night has to be carried out, the Contractor shall at his own cost and expense, make adequate arrangements for lighting and provide necessary facilities and comply with all stipulations as may be imposed by the EMPLOYER/Clerk of Works. The Contractor should be prepared to resort to round the clock working by following shift timings for labour if needed.

50.1 LIQUIDATED DAMAGES FOR DELAY:

If the Contractor shall fail to achieve completion of the works within the time prescribed by clause 46 thereof, then the Contractor shall pay to the Employer the sum stated in the Contract as liquidated damages for such default and not as a penalty for every day or part of a day which shall elapse between the time prescribed by clause 46 thereof and the date of certified completion of the works. The Employer may, without prejudice to any other method of recovery, deduct the amount of such damages from any money in his hands, due or which may become due to the Contractor. The amount or deduction of such damages shall not relieve the Contractor from his obligation to complete the works, or from any other of his obligations and liabilities under the Contract.

50.2 REDUCTION OF LIQUIDATED DAMAGES:

If, before the completion of the whole of the works any part or section of the works has been certified by the EMPLOYER as completed, pursuant to clause 52.1 hereof, and occupied or used by the Employer, the liquidated damages for delay shall for any period of delay after such certificate and in the absence of alternative provisions in the Contract be reduced in the proportion which the value of the part or section so certified bears to the value of the whole of the works and Employer's decision shall be final and binding as to the amount of such reduction, if any.

50.3 EXTENT OF LIQUIDATED DAMAGES:

The liquidated damages referred to in sub-clause (1) for delay of each week or part thereof, shall be at the rate of one percent, on the total value of the Contract price excluding the value of such part or section of the works as may have been covered by certificate of completion in terms of the provisions of sub-clause (2) above. Provided however that in the case shall the total amount of liquidated damages exceed ten percent (10%) of the total Contract price for the whole works.

50.4 LIQUIDATED DAMAGES AS REASONABLE COMPENSATION:

The liquidated damages referred to in sub-clause (1) to (3) above, shall be considered as a reasonable compensation to be applied to the use of the Employer without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

50.5 NO BONUS FOR EARLY COMPLETION:

The Contractor shall not be entitled to payment of any bonus for early completion of the works.

51. POSSESSION PRIOR TO COMPLETION:

The Employer shall have the right to take possession for use of any completed or partly completed part of the work. Such possession or use shall not be deemed to be an acceptance of any work not completed in accordance with the Contract.

52.1 CERTIFICATION OF COMPLETION OF WORKS:

The Contractor shall intimate the Employer in writing the completion of all the works as per the Contract. When the whole of the works is completed in all respects to the full satisfaction of the EMPLOYER, he shall determine the date on which the works are considered to have been completed and issue a certificate of completion stating the date on which works are considered to have been completed.

The EMPLOYER shall determine, from time to time, the date on which any particular section of the work shall have been completed and the Contractor shall be bound to observe any such determination by the EMPLOYER.

The Contractor, after completion of the whole of the works to the satisfaction of the RGCA/EMPLOYER, shall be bound to handover the works to the RGCA through EMPLOYER.

52.2 CLEARANCE OF SITE ON COMPLETION:

On completion of the works, the Contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and works clean in a workman like condition to the satisfaction of the EMPLOYER. No final payment in settlement of the accounts for the works shall be paid, held to be due or shall be made to the Contractor till, in addition to any other condition necessary for such final payment at site clearance shall have been affected by him, and such clearance may be made by the EMPLOYER at the expense of the Contractor in the event of his failure to comply with this provision within seven (7) days after receiving the notice to that effect.

Should it become necessary for the EMPLOYER to have the site cleared at the expense of the Contractor, the Employer shall not be held liable for any loss or damage to such of the Contractor's property as may be on site and due to such removal there from, which removal may be effected by means of public sale of such materials and property or in such a way as deemed fit and convenient to the EMPLOYER.

MAINTENANCE AND DEFECTS

53.1 DEFINITION OF PERIOD OF MAINTENANCE:

In these conditions, the expression "Period of Maintenance" duration period 12 months shall mean the period of maintenance named in the Tender, calculated from the date of completion of the works, certified by the EMPLOYER in accordance with clause 52 thereof. Even if more than one certificate of completion has been issued by the EMPLOYER, the period of maintenance will be counted from the last certificate of completion.

53.2 EXECUTION OF WORK OF REPAIR, ETC.,

To the intent that the works shall at or as soon as practicable after the expiration of the period of maintenance be delivered to the Employer in the condition required by the Contract, fair wear and tear excepted, to the satisfaction of the EMPLOYER, the Contractor shall finish the work, if any, outstanding at the date of completion, as certified under clause 52 thereof, as soon as practicable after such date and shall execute all such work of repair, amendment reconstructions, rectification and making good defects, imperfections, shrinkages or other faults as may be required of the Contractor in writing by the Project Manger during the period of maintenance, or within fourteen days after its expiration, as a result of an inspection made by or on behalf of the EMPLOYER prior to its expiration.

53.3 COST OF EXECUTION OF WORK OF REPAIRS ETC.,

All such work shall be carried out by the Contractor at his own expense if the necessity thereof shall, in the opinion of the Employer or Clerk of Works, be due to the use of materials or workmanship not in accordance with the Contract, or to neglect or failure on the part of the Contractor to comply with any

obligation, expressed or implied, on the Contractor's part under the Contract. If, in the opinion of the EMPLOYER, such necessity shall be due to any other cause, the value of such work shall be ascertained and paid for as if it were additional work.

REMEDY ON CONTRACTORS FAILURE TO CARRYOUT WORK REQUIRED

If the Contractor shall fail to do any such work as aforesaid required by the EMPLOYER, the Employer shall be entitled to employ and pay other persons to carryout the same and if such work is, in the opinion of the EMPLOYER, the Contractor was liable to do at his own expense under the Contract, then all expenses consequent thereon or incidental thereto shall be recoverable from the Contractor by the Employer or may be deducted by the Employer from any payment due or which may become due to the Contractor.

54. CONTRACTOR TO SEARCH

The Contractor, shall, if required by the EMPLOYER in writing, search under the directions of the EMPLOYER for the cause of any defect, imperfection or fault appearing during the progress of the works or in the period of maintenance. Unless such defect, imperfection or fault shall be on for which the Contractor is liable under the Contract, the cost of the work carried out by the Contractor in searching as aforesaid shall be borne by the Employer. If such defect, imperfection or fault shall be one for which the Contractor is liable as aforesaid, the cost of work carried out in searching as aforesaid shall be borne by the Contractor and he shall in such case repair rectify and make good such defect. Imperfection or fault at his own expense in accordance with the provisions of clause 53 thereof.

ALTERATIONS, ADDITIONS AND OMISSIONS

55.1 VARIATIONS:

The EMPLOYER, shall make any variation of the form, quality or quantity of the works or any part thereof that may, in his opinion be necessary and for that purpose, or if for any other reason it shall. In his opinion, be desirable, he shall have power to order the Contractor to do and the Contractor shall do any of the following:

- 1) Increase or decrease the quantity of any work included in the Contract.
- 2) Omit any such work
- 3) Change the character or quality or kind of any such work.
- 4) Change the levels, lines position and dimensions of any part of the works, and
- 5) Execute additional work or any kind necessary for the completion of the works.

No such variation shall in any way vitiate or invalidate the item rates (or) the Contract, but the value, if any, of all such variations shall be taken into account in ascertaining the amount of the Contract price.

55.2 ORDERS FOR VARIATIONS TO BE IN WRITING:

No such variations shall be made by the Contractor without an order in writing of the Employer. Provided that no order in writing shall be required for increase or decrease in the quantity of any work where such increase or decrease is not the result of an order given under this clause, but is the result of the quantities exceeding or being less than those stated in the schedule of prices. Provided also that if for any reason the EMPLOYER shall consider it desirable to give any such order verbally, the Contractor shall comply with such order and any confirmation in writing of such verbal order given by the EMPLOYER, whether before or after the carrying out of the order, shall be deemed to be an order in writing within the meaning of this clause. Provided further that if the Contractor shall within seven days confirm in writing to the EMPLOYER and such confirmation shall not be contradicted in

writing within fourteen days from the date of receipt by the EMPLOYER, it shall be deemed to be an order in writing by the EMPLOYER.

56.1. RATES FOR WORKS NOT IN SCHEDULE OF QUANTITIES OR SCHEDULE OF RATES:

All extra or additional works shall include any class of work & if, for which, no rate is provided in the Contract, such class of works shall be carried out at the rates entered in the schedule of rates (of the authority for whom the works are being carried out) as prescribed by the Employer. If such last mentioned class of work is not entered in the schedule of rates mentioned above, then the Contractor shall, within 7 days of the receipt of the order to carryout the work, submit to the EMPLOYER/Clerk of Works an analysis of rates, which, it is there intention to charge for such class of work. The EMPLOYER/Clerk of Works shall examine the rate submitted by the Contractor with reference to the accepted schedules & arrive at a reasonable rate, which he will inform the Contractor about, & which will be binding on the Contractor for the particular work. Any work not contained in the schedule of rates mentioned above shall be started by the Contractor immediately on setting a written directive from the EMPLOYER.

56.2. CLAIMS

The Contractor shall sent to the Clerk of Works once in every month an account giving particulars as full and detailed as possible, of all claims for any additional payment to which the Contractor may consider himself entitled and of all extra or additional work order by the EMPLOYER which he has executed during the preceding month. No final or interim claim for payment for any such work or expense will be considered which has not been included in such particulars. Provided always that the EMPLOYER shall be entitled to authorize payment to be made for any such work or expense, notwithstanding the Contractor's failure to comply with this condition. If the Contractor has, at the earliest practicable opportunity, notified the Employer in writing that he intends to make a claim for such work.

PLANT AND MACHINERY ETC.,

57.1. PLANT ETC., EXCLUSIVE USE FOR THE WORKS:

All construction plant, temporary works and materials provided by the Contractor shall, when brought on the site be deemed to be exclusively intended for the execution of works and the Contractor shall not remove the same or any part thereof, except for the purpose of moving it from one part of the site to another, without the consent in writing of the EMPLOYER.

57.2. REMOVAL OF PLANT ETC.,

Upon completion of the works, the Contractor shall remove from the site all the said constructional plant and temporary works remaining thereon and any unused materials provided by the Contractor.

57.3. EMPLOYER NOT LIABLE FOR DAMAGE TO PLANT ETC.,

The Employer shall not at any time to liable for the loss of or damage to any of the said constructional plant, temporary works or materials.

57.4. RE-EXPORT OF PLANT:

In respect of any constructional plant which the Contractor shall have imported for the purpose of the works, the Employer will assist the Contractor, where required, in procuring any necessary Government consent to the re-export of such constructional plant by the Contractor upon the removal thereof as aforesaid.

57.5. CUSTOMS CLEARANCE:

The Employer will assist the Contractor, where required, in obtaining clearance through the customs of constructional plant, materials and other things required for the works.

57.6. EMPLOYERS DISCRETION

The Employer reserves the right to determine the quantity and type of constructional plant to be imported for the works if, in his opinion, such constructional plant cannot be acquired from indigeneous sources.

57.7. CONTRACTOR TO BEAR ALL CHARGES:

The Contractor shall be responsible for all constructional plant brought (if any) into India for the purposes of the works and he shall bear all the costs of such importation or re-exportation as the case may be, including responsibility for the payment of all bonds, customs duties, dues, taxes and other charges imposed by the Government or any of the instrumentalities. The Contractor shall have to comply with all formalities required in this connection. The Employer shall however render such assistance as may be possible for him.

57.8. TRANSPORT VEHICLES:

Any vehicle engaged in the transport of labour, plant, equipment or materials to and from the site, is excluded from the provisions of sub-clause (1) of this clause.57

57.9. TAX(GST):

The Contractor shall pay all taxes and GST and charges etc., as may be applicable in respect of materials purchased by him or plants and equipments brought to site. No separate payment shall be made for all these and these shall be deemed to be covered in Contractor's rates for finished items of work. Contractor is also liable to pay the all tax if any levied by Government on works Contracts.

58. APPROVAL OF MATERIALS ETC., NOT IMPLIED

The operation of clause 57 thereof shall not be deemed to imply any approval by the EMPLOYER of the materials or other matters referred to therein nor shall it prevent the rejection of any such materials at any time by the EMPLOYER/Clerk of Works.

MEASUREMENT

59. QUANTITIES

The quantities set out in the schedule of prices are the estimated quantities of the work. But they are not to be taken as the actual and correct quantities of the works to be executed by the Contractor in fulfillment of his obligations under the Contract.

60. WORKS TO BE MEASURED:

The EMPLOYER/Clerk of Works shall except as otherwise stated, ascertain and determine by measurement the value in terms of the Contract of work done in accordance with the Contract. They shall when requires any part /or parts of the works to be measured, give notice to the Contractor's authorized agent or representative who shall forthwith attend or send a qualified agent to assist the EMPLOYER/Clerk of Works in making such measurement and shall furnish all particulars, labour,

instruments, tapes etc., required for measurement by either of them, should the Contractor not attend, or neglect or omit to send such agent, then the measurement made by the EMPLOYER/Clerk of Works shall prepare records and drawings by month of such work and the Contractor, as and when called upon to do so in writing, shall within, fourteen days, attend to examine and agree such records and drawings with the Clerk of Works and shall sign the same when agreed. If the Contractor does not attend to examine and agree such records and drawings, they shall be taken to be correct. If, after examination of such records and drawings, the Contractor does not agree to the same or does not sign the same as agreed, they shall nevertheless be taken to be correct, unless the Contractor shall, within fourteen days of such examination, lodge with the Clerk of Works, for decision by the EMPLOYER, notice in writing of the respects in which such records and drawings are claimed by him to be incorrect. The Employer's decision shall be final binding and conclusive.

61. METHOD OF MEASUREMENT:

The works shall be measured net, notwithstanding any general or local custom, except where otherwise specifically described or prescribed in the Contract.

PROVISIONAL SUMS

62.1 DEFINITION OF "PROVISIONAL SUMS"

"Provisional sum" means a sum, if any, included in the Contract and so designated in the schedule of Prices, Bill of quantities for the execution of work or the supply of goods materials, or services, or for contingencies, which sum may be used, in whole or in part, or not at all, at the direction of the EMPLOYER. The Contract price shall include only such amounts in respect of the work, supply or services to which such provisional sums relate as the EMPLOYER shall approve or determine in accordance with this clause.

62.2 USE OF PROVISIONAL SUMS

In respect of every provisional sum, the EMPLOYER shall have power to order:

- a) Work to be executed, including goods, materials or services to be supplied by the Contractor. The Contract prices shall include the value of such work executed or such goods, materials or services supplied determined in accordance with clause 56 thereof.
- b) Work to be executed or goods, materials or services to be supplied by a nominated Sub-Contractor as hereinafter defined. The sum to be paid to the Contractor therefore shall be determined and paid in accordance with clause 63.3 hereof.
- c) Goods and materials to be purchased by the Contractor. The sum to be paid to the Contractor therefore shall be determined and paid in accordance with Clause 62.3 hereof.

62.3. PRODUCTION OF VOUCHERS, ETC.

The Contractor shall, when required by the EMPLOYER produce all quotations, invoices, vouchers and accounts or receipts in connection with expenditure in respect of provisional sums.

NOMINATED SUB-CONTRACTORS

63.1. DEFINITION OF 'NOMINATED SUB-CONTRACTORS'

All specialists, merchants, tradesmen and others executing any work or supplying any goods, materials or services for which provisional sums, if any, are included in the Contract, who may

have been or be nominated or selected approved by the Employer or the EMPLOYER, and all persons to whom by virtue of the provisions of the Contract the Contractor is required to sublet any work shall, in the execution of such work or the supply of such goods, materials or services, be deemed to be Sub-Contractors employed by the Contractor and are referred to in this Contract as “nominated Sub-Contractors”.

63.2. NOMINATION OF SUB-CONTRACTORS:

Prior to the engagement of any Sub-Contractor, the Contractor shall submit in writing his proposal to the EMPLOYER giving details about the credentials of the Sub-Contractor on the basis of which the EMPLOYER shall consider the nomination of the Sub-Contractor and inform the Contractor accordingly in writing. Only on receipt of express approval, the Contractor shall engage the nominated Sub-Contractor for the work.

63.3. PAYMENTS TO NOMINATED SUB-CONTRACTORS:

For all works executed or goods, materials or services supplied by any nominated Sub-Contractor, the Contractor shall pay directly as per Contract signed between him and the Sub-Contractor. The permitted appointment of the Sub-Contractor shall not establish any Contractual relationship between the Sub-Contractor and the Employer and shall not relieve the Contractor of any responsibility under the Contract. However in case of any complaint received from the Sub-Contractor about non-payment by the Contractor which may affect the works, the EMPLOYER will be fully empowered to intervene and direct the Contractor to settle the disputes with the Sub-Contractor within ten days, failing which the EMPLOYER shall make his own investigation and make such payments to the Sub-Contractor as he deems fit and recover the same amounts from the Contractor's bills.

CERTIFICATES AND PAYMENTS

64.1 EMPLOYER'S LIEN ON ALL MONEYS DUE

The Employer shall have a lien on and over all or any, moneys that may become due and payable to the Contractor under these presents, and / or also on and over the deposit or security amount or amounts made under the Contract and which may become repayable to the Contractor under the conditions in that behalf herein contained for or in respect of any debt or sum that may become due or payable to the Employer by the Contractor, either alone or jointly with another or others and either under this or under any other Contract or transaction of any nature whatsoever, between the Employer and the Contractor.

The Employer reserves the right to carry out a post-payment audit and / or technical examinations of the works and the final bill, including all supporting vouchers, abstracts, etc. and to force recovery if as a result of such examination any over payment is discovered in respect of any work done by the Contractor or alleged to have been done by him under the Contract and such recovery will be made by the Employer from the Contractor by and or all of the methods prescribed above it, of the other hand, any under payment is discovered the amount shall be duly paid to the Contractor by the Employer.

Further the Employer reserves the right to make such recoveries and adjustments notwithstanding the fact that the amount of the final bill may be included by one of the parties as in item of dispute before any Arbitrator appointed under in arbitration clause of the Contractor and notwithstanding the fact that the amount of the final bill figures in the Arbitrator award.

And further, unless the Contractor pays and clears the claim of the Employer immediately on demand, the Employer shall at all times be entitled to deduct the said debit or sum due by the Contractor from the

moneys, securities or deposits which may have become payable to the Contractor under these presents or under any other Contract or transaction between the Contractor and the Employer.

64.2 PERIODIC PAYMENT

- a. Payments to the Contractors for works done and measured in terms of the provisions of clause shall normally be made monthly provided the value of works done since the previous payment is not less than Rs.10 Lakhs
- b. The valuation of the Employer for the purpose of making periodic payments to the Contractor through the account bill shall be considered as estimated only and the Project Manager/ Clerk of Works reserves the authority to make amendments or modifications therein through any subsequent bill/bills.

64.3 PAYMENTS ON INTERIM CERTIFICATES TO BE REGARDED AS ADVANCE

The Contractor shall on submitting the bill be entitled to receive a monthly payment proportionate to the part thereof then approved and passed by the Employer whose certificate of such approval and passing of the sums so payable shall be final and conclusive against the Contractor. But all such intermediate payments shall be regarded as payments by way of advance against the final payment only and not as payment for works actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed, ore re-erected or be considered as an admission of the due performance of the Contract or any part thereof in any respect of the accruing of any claim, nor shall it conclude, determine or affect in any way the powers of the Employer under those conditions or any of them as to be the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the Contract. The final bill shall be submitted by the Contractor with full material reconciliation statement and other relevant documents within one month of the date fixed for completion of the work, otherwise the Employer's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

Bill will be paid subject to a retention of the percentage named in the Tender (2.5% of bill value) until the amount retained shall reach the ceiling limit of the retention money as mentioned in appendix to the Tender.

64.4.INTEREST NOT PAYABLE:

No interest shall be payable on the amount of retention money or the earnest money or any other dues of the Contractor, Nor shall any interest be payable in respect of the advances made by the Employer to the Contractor, unless otherwise provided.

64.5. CURRENCY AND TERMS OF PAYMENT:

- a. All payments to the Contractor shall be in Indian Rupees.
- b. All payments to the Contractor shall be subject to income tax as per relevant provisions for the time being. As required thereby a sum representing such percentage as may be in force at the particular time, of the amount of each bill shall be deducted there from and deposited by the Employer to the appropriate income tax authorities in favour of the Contractor. For each such deduction the Contractor will be furnished a certificate on his application to the Employer to enable him to make requisite adjustment in the income tax return.

- c. All payments to the Contractor shall be subject to all accounting and auditing, provisions, procedures, rules, regulations, decrease, laws, etc., legislated, enacted or in force in India and as applicable to the State in which the work is carried out during the period of the Contract.

64.6. FINAL CLAIMS:

- a. Not later than thirty calendar days after the issue of the completion certificate, the Contractor shall submit to the EMPLOYER settlement of final account with all supporting documents showing in detail the reconciliation of all materials issued to him if any and the value of the work done in accordance with the Contract together with all further sums which the Contractor considers to be due to him under the Contract. After receipt of the final account and of all information reasonably required for its verification, and on the Employer's certificate or completion in respect of the works, an adjustment shall be made and the balance of account based on the EMPLOYER certified measurements of the total quantity of work executed by the Contractor up to the date of completion and on the accepted schedule of rates and for extra works on rates determined under Clause 56.1 of these conditions shall be paid to the Contractor subject always to the Contractor having delivered to the EMPLOYER either
- b. +a full account in detail of all claims he may have on the Employer in respect of the works or having delivered a "No claim" certificate and the EMPLOYER having after the receipt of done under the provisions of the Contract have been completed, that they have been inspected by him since their completion and found to be in good and substantial order, injured in consequence of the work, have been properly replaced and made good and all expenses and demands incurred by or made upon the Employer for or in respect of damage or loss by, from or to consequence of works, have been satisfied agreeably and in conformity with the Contract.

64.7. CERTIFICATE OF FINAL ACCEPTANCE:

The Contractor's obligation and responsibilities under the Contract will be considered satisfied and the completed permanent works accepted when the EMPLOYER has issued the certificate of final acceptance to the Contractor, after the issue of maintenance certificate.

65. APPROVAL ONLY BY MAINTENANCE CERTIFICATE

No certificate other than the maintenance certificate referred to in clause 66 hereof shall be deemed to constitute approval of the works.

66.1. MAINTENANCE OF CERTIFICATE:

The maintenance certificate stating that the works have been completed and maintained to the satisfaction of the EMPLOYER shall be issued by him or his authorized representative within twenty-eight days after the expiration of the period of maintenance. This Contract shall not be considered as completed until a maintenance certificate has been signed by the EMPLOYER or his authorized Representative and delivered.

With regard to defects that may arise during the period of maintenance, the Contractor shall be responsible to carry out restoration / rectification of damages as are attributable to defects in works carried out under this Contract to the full satisfaction of the EMPLOYER.

66.2. CESSATION OF EMPLOYERS LIABILITY:

The Employer shall not be liable to Contractor for any matter or thing arising out of or in connection with the Contract or the execution of the works, unless the Contractor shall have made claim in writing in respect thereof before the giving of the maintenance certificate under this Clause.

66.3. UNFULFILLED OBLIGATIONS:

Notwithstanding the issue of the maintenance certificate to the Contractor and subject to sub-clause of this clause, the Contractor shall remain liable for the fulfillment of any obligation incurred under the provisions of the Contract prior to the issue of the maintenance certificate which remains unperformed at the time such certificate is issued, and for the purpose of determining the nature and extent of any such obligation, the Contract shall be deemed to remain in force between the parties hereto.

REMEDIES AND POWER

67.1. DEFAULT OF CONTRACTORS

If the Contractor shall become The Employer, or have a receiving order made against him, or shall present his petition in The Employer, or shall make an arrangement with or assignment in favour of his creditors, or shall agree to carry out the Contract under a committee of inspection of his creditors, or being a corporation, shall go in to liquidation other than a voluntary liquidation for the purpose of amalgamation or reconstruction), or if the Contractor shall assign the Contract, without the consent in writing of the Employer first obtained, or shall have an execution levied on his goods, or if the EMPLOYER shall certify in writing to the Employer that in his opinion the Contractor.

- a. Has abandoned the Contract, or
- b. Without reasonable excuse has failed to commence the works or has suspended the progress of the works for twenty-eight days after receiving from the EMPLOYER written notice to proceed or
- c. Has failed to remove materials from the site or to pull down and replace work for twenty eight days after receiving from the EMPLOYER written notice that the said materials or work had been condemned and rejected by the EMPLOYER under these conditions, or
- d. Despite previous warnings by the EMPLOYER, in writings, is not executing the works in accordance with the Contract, or in persistently or flagrantly neglecting to carry out his obligations under the Contract, or
- e. Has, to the detriment of good workmanship or in defiance of the Employer's instruction to the contrary, sub-let any part of the Contract.
- f. Has failed to adhere to the agreed programme of work by a margin of 10% (ten percent) of the stipulated period.
- g. Has failed to take steps to employ competent or additional staff and labour as required under Contract clause of an directed by the Engineer.
- h. Has failed to afford the EMPLOYER proper facilities for inspecting the works of any part thereof as required.
- i. Has promised or offered or given any bribe, commission, gift or advantages either himself or through his partner, agent or servant to any officer or employee of Employer or to any person on his or on the behalf in relation to the execution of this or any other Contract with the Employer then the Employer may, after giving fourteen day's notice in writing to the Contractor, enter upon the site and the works and expel the Contractor there from without thereby voiding the Contract, or releasing the Contractor from any of his obligations or liabilities under the Contract, of affecting the rights and powers conferred on the Employer or the EMPLOYER by the Contractor and may himself complete the works or may employ any other Contractor to complete the works. The completion so much of the constructional plant, temporary works and materials, which have been

deemed to be reserved exclusively for the execution of the works, under the provisions of the Contract, as he or they may think proper and the Employer may, at any time, sell any of the said constructional plant, temporary works and unused materials and apply the proceeds of sale in or towards the satisfaction of any sums due or which may become due to him from the Contractor under the Contract.

67.2. VALUATION AT DATE OF FORFEITURE

The EMPLOYER shall, as soon as may be practicable after any such entry and expulsion by the Employer, fix and determine experts, or by or after reference to the parties, of after such investigation or enquiries as he may think fit to make or institute and shall certify what amount, if any, had at the time of such entry and expulsion been reasonably earned by or would reasonably be earned by or would reasonably accrue to the Contractor in respect of work then actually done by him under the Contract and the value of any of the said unused or partially used materials, any constructional plant and any temporary works.

67.3. PAYMENT AFTER FORFEITURES

If the Employer shall enter and expel the Contractor under this clause, he shall not be liable to pay to the Contractor any money on account of the Contract until the expiration of the period of maintenance and thereafter until the costs of execution and maintenance, damages for delay in completion, if any, and all other expenses incurred by the Employer have been ascertained and the amount thereof certified by the EMPLOYER. The Contractor shall then be entitled to receive only such sum or sums, if any, as the EMPLOYER may certify would have been payable to him upon due completion by him after deducting the said amount, if such amount shall exceed the sum which would have been payable to the Contractor on due completion by him, then the Contractor shall, upon demand, pay to the Employer the amount of such excess within thirty days and it shall be deemed a debt due by the Contractor to the Employer and shall be recoverable accordingly.

67.4. The Employer shall be entitled to determine and terminate the Contract at any time should, in his opinion, the cessation of works become unnecessary for any cause whatsoever, in which case the value of approved materials at site and of work done to date by the Contractor will be paid for in full at the rates specified in the Contract. Notice in writing from the EMPLOYER of such determination and the reason therefore shall be conclusive evidence thereof. Should the Contract be determined under this clause and the Contractor claims payment for expenditure incurred by him in the expectation of completing the whole of the works, the Employer shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfaction of the EMPLOYER. The Contractor shall have no claim to any payment of compensation or otherwise, however on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the determination of the Contract. The Employer's decision on the necessary and propriety of such expenditure shall be final and conclusive.

68. URGENT REPAIRS

If, by reason of any accident, or failure or other event occurring to in or in connection with the works, or any part thereof, either during the execution of the works, or during the period of maintenance, any remedial or other work or repair or repairs shall, in the opinion of the EMPLOYER be urgently necessary for the safety of the works and the Contractor is unable or unwilling at once to do such or repair, the Employer may employ and pay other persons to carry out such works or repair as the EMPLOYER may consider necessary, if the work or repair so done by the Employer is work which, in the opinion of the EMPLOYER, the Contractor was liable to do at his own expense under the Contract, all expenses incurred by the Employer in so doing shall be recoverable from the Contractor, provided always that the EMPLOYER, as the case may be, shall, as soon after the occurrence of any such emergency as may be reasonably practicable, notify the Contractor thereof in writing.

SPECIAL RISKS

69.1. NO LIABILITY FOR WAR ETC. RISKS

Notwithstanding anything in the Contract contained

The Contractor shall be under no liability whatsoever whether by way of indemnify or otherwise for or in respect of destruction of or damages to the works, save to work condemned under the provisions of clause 42 thereof prior to the occurrence of any special risk hereinafter mentioned, or to property whether of the Employer or third parties, or for or in respect of injury or loss of life which is the consequence of any special risk as hereinafter defined.

69.2. DAMAGE TO WORKS, ETC., SPECIAL RISKS

If the works or any materials on the site shall sustain destruction or damage by reason or any of the said special risks the Contractor shall be entitled to payment for:-

- a. Any permanent work and for any materials so destroyed or damaged and so far as may be required by the EMPLOYER, or as may be necessary for the completion of works, on the basis of cost plus such profit as the EMPLOYER may certify to be reasonable.
- b. Replacing or making good any such destruction or damage to the works.
- c. Replacing or making good such materials of the Contractor used or intended to be used being at site of the works.

69.3. PROJECTILE MISSILE ETC.

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

69.4. SPECIAL RISKS

The special risks are war, hostilities, (whether war be declared or not), invasion, act of foreign enemies, the nuclear and pressure waves risk described in Clause 21.2 thereof, or in so far as it related to the country in which the works are being executed or maintained, rebellion, revolution, insurrection, military or usurped power, civil war, or unless solely restricted to the employees of the Contractor or of his Sub-Contractors and arising from the conduct of the works, riot, commotion or disorder.

69.5. OUTBREAK OF WAR

If, during the currency of the Contract, there shall be an outbreak of war, whether war is declared or not, which, whether financially or otherwise, materially affects the execution of the works, the Contractor shall, unless and until the Contract is terminated by the provisions of this clause, continue to use his best endeavors to complete the execution of the works. Provided always that the Employer shall be entitled at any time after such outbreak of war to terminate the Contract by giving written notice to the Contractor and, upon such notice being given, this Contract shall, except as to the rights of the parties under this clause and to the operation of Clause 71 hereof, terminate but without prejudice to the rights of either party in respect of any antecedent breach thereof.

69.6. REMOVAL OF PLANT OR TERMINATION:

If the Contract shall be terminated under the provisions of the last preceding sub-clause, the Contractor shall, with all reasonable despatch, remove from the site all constructional plant and shall give similar facilities to his Sub-Contractors to do so.

69.7. PAYMENT IF CONTRACT TERMINATED

If the Contract shall be terminated as aforesaid, the Contractor shall be paid by the Employer, in so far as such amounts or items shall not have already been covered by payments on account made to the Contractor, for all work executed prior to the date of termination at the rates and prices provided in the Contract and in additions.

- a. The amounts payable in respect of any preliminary items, so far as the work comprised therein has been carried out or performed and a proper preparation as certified by the EMPLOYER of any such items, the work comprised in which has been partially carried out or performed.
- b. The cost of materials or goods reasonably ordered for the works which shall have been delivered to the Contractor or of which the Contractor is legally liable to accept delivery, such materials or goods becoming the property of the Employer upon such payments being made by him.
- c. A sum to be certified by the EMPLOYER, being the amount of any expenditure reasonably incurred by the Contractor in the expectation of completing the whole of the works in so far as such expenditure shall not have been covered by the payments in this sub-clause before mentioned.
- d. Any additional sum payable under the provisions of sub clause (2)

Provided always that against any payments due from the Employer under this sub-clause, the Employer shall be entitled to be credited with any outstanding balances due from the Contractor for advances in respect of constructional plant and materials and any other sums which at the date of termination were recoverable by the Employer from the Contractor under the terms of the Contract.

FRUSTRATION

70. PAYMENT IN EVENT OF FRUSTRATION

If a war, or other circumstances beyond the control of both parties, arises after the Contract is made so that either party is prevented from fulfilling his Contractual obligations, or under the law governing the Contract, the parties are released from further performance, than ;the sum payable by the Employer to the Contractor in respect of the work executed shall be the same as that which would have been payable under clause 69 thereof if the Contract has been terminated under the provisions of clause 69 thereof.

SETTLEMENT OF DISPUTES

71.1. SETTLEMENT OF DISPUTES ARBITRATION

All disputes or differences of any kind whatsoever arising out of or in connection with the Contract, whether during the progress of work / service or after its completion and whether before or after the determination of the Contract, shall be referred by the Contractor to the EMPLOYER and the EMPLOYER shall within a reasonable time after their presentation make and notify decisions thereon in writing. The decisions directions, classifications, measurements, drawings and certificates with respect to any matter, decision of which is specially provided for by these conditions given and made by the EMPLOYER, are matters which are referred to hereinafter as excepted matters, and shall be

final and binding on the Contractor, and shall not be set aside or attempted to be set aside on account of any informality, omission, delay or error in proceeding in ;or about the same or on any other ground or for any other reason and shall be without appeal.

If the Contractor be dissatisfied with the decision of the EMPLOYER on any matter or question, dispute or difference on ;any account or as to the withholding by the Employer of any certificate to which the Contractor may claim to be entitled, or if the Employer fails to make a decision within a reasonable time then and in any such case, but except in any of the excepted matters referred to above, the Contractor may within a reasonable time but not exceeding 30 days of the receipt of communication of such decision take steps to refer the matter in question, dispute or difference to arbitration as herein under provided.

71.2. The demand for arbitration by the Contractor shall specify the matters which are in question, dispute or difference, only such dispute or difference(s) in respect of which the demand has been made shall be referred to arbitration and other matters shall not be included in the reference.

71.3. If the Contractor does not prefer his specific and final claims in writing within a period of sixty (60) days of receiving the intimation from Employer that the final bill is ready for payment, he will be deemed to have waived his claim(s) and the Employer shall be discharged and released for all liabilities under the Contract in respect of these claims.

71.4. Matters in question, dispute or difference between the parties (whatever relating to the Contractor's claim against the Employer or vice versa) to be arbitrated upon shall be referred for decision to:

In respect of sub-clauses with private Contractors:

71.4.1. The sole arbitration is President of RGCA and if the President is unable or unwilling to act as such then the matter shall be referred to sole arbitration of such other person appointed by the President/ RGCA willing to act as such Arbitrator. There will be no objection, if the Arbitrator, so appointed is unable to act for any reasons, President, RGCA in the event of such inability shall appoint another person to act as Arbitrator in accordance with the terms of the Sub-Contract. Such person shall be entitled to proceed with the reference from the state at which it is left by his predecessor. It is also a term of this Contract that no person other than a person appointed by President, RGCA as aforesaid should act as Arbitrator.

Subject as aforesaid the provision of the India Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

71.5. PROGRESS OF WORK NOT TO BE INTERRUPTED

The Contractor must at all time fulfill his obligations under the Contract and shall not slow down or stop the progress of works during the period any dispute is under settlement either through reference to the EMPLOYER or through Arbitration, pursuant to the last proceeding sub clause. Even if the works to be carried out during such period involves matters under dispute. Failure of the Contractor in this respect shall constitute a Default on his part and render him liable to action under the provisions of the Clause 67 thereof.

NOTICES

72.1. CONTRACTORS LOCAL OFFICE AND SERVICE OF NOTICE TO CONTRACTOR

The Contractor shall have a local office at or near site of work. Full address thereof shall be intimated by the Contractor or his authorized agent to the Employer as well as the EMPLOYER.

All certificate, notices or written orders to be given by the Employers or by the EMPLOYER to the Contractor under the terms of the Contract, shall be deemed to have been served by sending by registered post to the last known place to abode or business of the Contractor on the date when in the ordinary course of post these would have been delivered to him or delivering the same to the Contractor's local office.

72.2. SERVICE OF NOTICES TO EMPLOYER OR EMPLOYER

All notices to be given to the Employer or to the EMPLOYER under the terms of the Contract, shall be served by sending by post or delivering the same to the respective addresses given below:-

(a) Address of the Employer

Rajiv Gandhi Centre for Aquaculture (RGCA),
MPEDA- Ministry of Commerce & Industry
Government of India, No.3/197,
Poompuhar Road, Karaimedu Village,
Sattanathapuram Post, Sirkazhi (Taluk),
Mayiladuthurai (Dist) – 609 109.

Rajiv Gandhi Centre for Aquaculture (RGCA),
Multi species Aquaculture Complex
Vallarpadam post,
Ernakulam, District
Kerala
Pincode- -682504

72.3. CHANGE IN ADDRESS:

The Employer, the EMPLOYER or the Contractor may change is nominated address to another address by prior written notice to the other two.

73. TAXATION

The Contractor and the members of his staff shall pay income tax and all statutory taxes on their local obligations that may be required thereby.

74. DANGEROUS MATERIALS

Explosives, chemicals combustible articles and items and similar materials intended for the works shall be conveyed, stored and used by the Contractor and his Sub-Contractors in accordance with all laws, decrees, instructions, orders and regulations imposed by the Government or any of its instrumentalities. All safety provisions shall be the obligations of the Contractor and nothing herein shall release him from full responsibility for damage or injury to persons or properties resulting from his use of these dangerous materials. Explosives shall not be used by the Contractor without the written permission or the EMPLOYER.

75. CONTRACT CONFIDENTIAL

Except with the prior written approval of the Employer and subject to such conditions as may be prescribed, the Contractor and / or any member or his organization shall not in any case communicate to any person or entity any information in connection with the performance of the services or in carrying out the works nor make public any information for the purpose of publication or advertisement. All matters relative to the Contract shall be treated by the Contractor as private and confidential.

76. CONTRACTOR TO PROVIDE FACILITIES

The Contractor shall provide free of cost such labour, materials and other facilities that the EMPLOYER may require to assist them in carrying out normal tests and checks on material and workmanship and in measurement of works.

77. INTERPERENCE WITH EXISTING FACILITIES

The Contractor shall carry out works in such a way as to cause the minimum extent of interference to the use of existing facilities of any kind. In all cases where such interference or temporary interruption become essential for carrying out the works, the Contractor shall approach the EMPLOYER and carry out all measures that the EMPLOYER may direct.

78. ACTS OF INFLUENCE:

Neither the Contractor nor any of his Agents, Representatives, Employees or members of its organization shall commit any act which may influence the judgment or decision of the Employer or the EMPLOYER or any of their agents, representatives, employees or members of their respective organization for the purpose of obtaining from them favors which would tend to benefit him or his organization or which would prejudice the Employer's authority in exercise of his duties or which would tend to materially affect the completion, construction and maintenance of the works or which would deter or limit the active participation of any public or private agency connected with the works or induce the inclusion or selection of any third party or ;Sub-Contractor to provide services or the furnishing of goods and materials, constructional plants and equipment essential to the carrying out of the works nor shall be in any manner assert any matters relating to the Contract either through the giving of money, gifts or other forms of inducements or material offering, or through his personal intervention, by the exercise of authority by person or persons connected with the works.

Any breach of this provision shall constitute a breach of Contract on the part of the Contractor and apart from penal measures against the Contractor according to the law of the land, the Employer shall have the authority to take action for the Contractor's default in terms of the provision of Clause 67 thereof.

79. INDIVIDUALS NOT PERSONALLY RESPONSIBLE

No personal liability shall be imposed on the members or the staff of the Employer or on the EMPLOYER or their duly authorized representatives, agents or employees for acts performed or discharged in the exercise of their authorized duties or responsibilities or in the carrying out of their obligations by virtue of the provisions or scope of work contained in the Contract, it being understood that they are acting solely as agents and representatives of the Employer.

80. CONTRACT EMBODIES WHOLE ARRANGEMENT

The Contract becomes effective and binding immediately on issue of the letter of acceptance to the successful Tenderer. The Contract (with annexure if any) as subsequently executed embodies the whole arrangement between the parties entering into the Contract. All previous correspondence, negotiations, representation, explanations, statements, promises or guarantees (whether verbal or written) as are not included in the Contract as executed, shall be excluded in the interpretation of the Contract.

81. Office at site for Consultants (Employer:)

The Contractor shall provide, erect and maintain at his own cost separate, simple, water-tight office accommodation of not less than 20 Sqm. each in floor area for Consultants / Employer. The accommodation should be well lighted and ventilated and provided with a lockable door and windows, with desks, drawers for drawings, a cupboard and tack board for display of drawings. This accommodation shall be demolished and removed by the Contractor at his own cost when directed.

82. Cleaning of site after successful execution of Contract

The Contractor shall keep the site of works neat and clean during the execution of work. Any debris found at or near the site of work shall be removed immediately as directed by the Clerk of Works.

On completion of work, the site of work shall be thoroughly cleaned and all debris removed before the work is handed over satisfactorily to Employer.

83. Governing Laws

The Contract will be governed by the laws of India.

84. Annexure to General Conditions of Contract:

The Employer reserves the right to delete the items of critical suppliers / accessories / equipment to be installed in the project. For this purpose such items are given as supply separated from supply and fixing / use. These are broadly indicated as critical items:

- ❖ CRS, CTD, TMT steel reinforcing bars
- ❖ Cement
- ❖ Electrical HT/LT cables
- ❖ Fans
- ❖ Air conditioning units / systems

84. Court Jurisdiction:

The court within the Jurisdiction of Earnakulam Kerala alone shall have jurisdiction to deal with any dispute arising out of this Contract.

85. Contractor deserting the work

In case of Contractor abandons the work in spite of our notice, the Employer shall issue the final notice to the Contractor to remain present at site for taking final measurements and in case the Contractor does not report at the site on due date and time as per the notice, the Employer's representative will take unilateral measurements of abandoned work which will be binding on the Contractor and the balance work will be carried out by any agency appointed by the Employer at the entire risk and cost of the Contractor.

86. Employer rights to Fore closure of the Contract

If at any time after acceptance of the Tender the Employer shall decide to abandon or reduce the Name of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Clerk of Works shall give notice in writing to the effect to the Contractor and the Contractor shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

The Contractor shall be paid at Contract rates full amount for works executed at site and in addition, a reasonable amount as certified by the Clerk of Works for the items hereunder mentioned which could not be utilized on the work to the full extent because of the foreclosure.

Any expenditure incurred on preliminary site work, e.g., temporary access roads, temporary labour huts, staff quarters and site office, storage accommodation and water storage tanks.

- (i) The Employer shall have the option to take over Contractor's materials or any part thereof either brought to site or of which the Contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work), provided, however, the Employer shall be bound to take over the materials or such portions thereof as the Contractor does not desire to retain. For materials taken over or to be taken over by the Employer, cost of such materials shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials which in the custody of the Contractor.

For Contractor's materials not retained by the Employer, reasonable cost of transporting such materials from site to Contractor's permanent stores or to his other works, whichever is less, if materials are not transported to either of the said places, no cost of transportation shall be payable.

The Contractor shall, if required by the Clerk of Works, furnish to him books of account, wage books, time sheets and other relevant documents as may be necessary to enable him to certify the reasonable amount payable under this condition.

INDEX TO SPECIAL CONDITIONS OF CONTRACT

Sl. No.	Description	Page No
1.0	General	61
2.0	Construction of water	61
3.0	Electrical Power supply for Construction Purpose	61
4.0	Time Schedule	62
5.0	Scope of Supply	62
6.0	Scope of Work	62
7.0	Site Cleaning	63
8.0	Co-ordination with other agencies	63
9.0	Terms of Payments	63
	9.1 Progress Bills	63
	9.1.1 Secured Advance	63
	9.2 Computerized Measurement Book	64
10.0	Safety	65
11.0	Cement & Steel Re-inforcement	65
12.0	Figures, Dimensions, etc.,	66
13.0	Plea of Custom	66
14.0	All Insurance at Contractor's Cost	66
15.0	Rates	66
16.0	Notice to Public bodies	68
17.0	Night work	68
18.0	Measurement in Metric Units	68
19.0	Rounding Off	68
20.0	Taxes on works Contract	68
21.0	Royalties and Patent right	68
22.0	Underground and overhead structures	69
23.0	Labour laws (General Conditions of Contract)	69
24.0	Labour relations	69
25.0	Local labour	69
26.0	Contractors labourers to leave site on Completion of the work	70
27.0	Provident Fund	70
28.0	Income Tax	70
29.0	Income Tax Clearance Certificate	70
30.0	Contract	70
31.0	Construction equipment	70
32.0	Site Order Book	70
33.0	Site Organization	71
34.0	Execution of Work	71
35.0	Statutory Approvals	71
36.0	Schedule of Rates	71
37.0	Quality Assurance System	72
38.0	Fronts of work where other agencies are involved	72
39.0	Distinction between foundation and Superstructure	72
40.0	Alterations in specifications, designs in addition, extra works	73
41.0	For Item rate Contract	73
42.0	Completion Documents	74
43.0	Approved list of products	74
44.0	Test and inspection	74

45.0	Final Inspection	75
46.0	Accounts for material	75
47.0	Fuel Requirements	75
48.0	Firm Price	75
49.0	Additional / Extra works	75

5) SPECIAL CONDITIONS OF CONTRACT

1.0 GENERAL

- 1.1 Special conditions of Contract shall be read in conjunction with the General conditions of Contract, specifications of work, drawings and any other document forming part of this Contract wherever the context so requires.
- 1.2 Notwithstanding the sub division of the document into these separate sections and volumes, every part of each shall be deemed to be supplementary of every other part and shall be read with into the Contract so far as it may be practicable to do so.
- 1.3 Where any portion of the General conditions of Contract is repugnant to or at variance with any provisions of the special conditions of Contract, unless a different intention appears, the provision(s) of the special conditions of Contract shall be deemed to override the provision(s) of the general conditions of Contract to the extent of such repugnancy or variations prevail
- 1.4 Wherever it is mentioned in the specification that the Contractor shall perform certain work or provide certain facilities, it is understood that the Contractor shall do at his own cost and the Contract price shall be deemed to have included cost of such performance and provisions, so mentioned.
- 1.5 The materials, design and workmanship shall satisfy the applicable relevant Indian standards the job specifications contained herein a codes referred to where the job specifications stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirement shall also be satisfied.
- 1.6 Approach road is available to the site. The Contractor will be allowed to use the same. In the event of any damage done to the road by the Contractor or his personnel or the supplier to the Contractor, the same shall be rectified by the Contractor free of cost.

2.0. CONSTRUCTION WATER

Water for construction purpose has to be arranged by the Contractor at his own risk and cost.

3.0 ELECTRICAL POWER SUPPLY FOR CONSTRUCTION PURPOSE:

- 3.1 The Tenderer has to make his own arrangements for power supply from TNEB or any other source and further distribution and shall pay charges at local existing power tariff as applicable at the project site directly to TNEB or any other agencies.
- 3.2 All electrical connections carried out by the Contractor shall meet the statutory requirements. Changes, if any as incorporated in the statutory requirements. Changes, if any as incorporated in the statutory rules and regulations from time to time shall be applicable to the electrical connection done by the Contractor. The following conditions shall also be fulfilled.
- 3.3 All the equipment's / distribution boxes should have double earthing from the nearest earth pits or from the board earth bus.
- 3.4 All electrical connections has to be done by a competent licensed Electrician with valid license and to the satisfaction of the EMPLOYER.

- 3.5 During working hours (including over time) one licensed competent Electrician shall be available at site to attend to the normal jobs / emergency jobs.
- 3.6 All switch boards / welding machines shall be kept inside covered sheds to protect them from rain. No inflammable material shall be used for constructing the covered sheds.
- 3.7 All Electrical equipment's shall be switched off after the job, every day by Contractor's authorized electrician.
- 3.8 Only metallic distribution boxes with double earthing shall be used at the site. Wooden boxes shall not be allowed.
- 3.9 Supply for lighting / grinding shall be taken only using 3 pin plug / socket connectors with interlocking arrangements. Two pin plugs shall not be allowed.
- 3.10 Contractor shall submit in time the required forms like schemes, completion reports etc. as specified by EMPLOYER to enable energizing the Contractor's electrical net work.
- 3.11 No looping of electrical supply shall be allowed.
- 3.12 For all three-phase supplies, only armored aluminium cables of suitable sizes or flexible copper cables of 4 x 6 Sq.mm and above shall be allowed.

4.0 TIME SCHEDULE

- 4.1 The time schedule is given separately in Annexure 1 to SCC.
- 4.2 Monthly / Weekly construction Programmes will be drawn up by the Contractor and submitted to the EMPLOYER for approval / comments. The Contractor shall strictly adhere to the Targets / Programmes by deploying adequate personnel, constructing equipment, Tools and Tackles and also by timely supply of required materials coming within his scope of supply as per Contract. In all matters concerning the extent of Targets set out in the Monthly / weekly programme and the degree of achievement, the decision of EMPLOYER will be final and binding on the Contractor.
- 4.3 Contractor shall give every day category wise labour and equipments report along with the progress of work done on previous day in the proforma prescribed by the EMPLOYER.

5.0 SCOPE OF SUPPLY

The scope of Owner's supply shall be set out in Part-I of Annexure - II and the scope of Contractor's supply shall be as set out in Part-II of Annexure - II.

6.0 SCOPE OF WORK

- a. Roof Repairing of Gift Tilapia Hatchery
- b. Extension of Packing section
- c. Extension of New Hatchery
- d. Repairing of Quarantine section
- e. Modification and Extension of AADD Lab

7.0 SITE CLEANING

7.1 The Contractor shall keep clean the work site from time to time to the satisfaction of the Clerk of Works for easy access to work site and to ensure safe passage, movement and working.

7.2 If the work involves dismantling any existing structure in whole or part, care shall be taken to limit the dismantling up to the exact point and/or lines as directed by the Clerk of Works and any damage caused to the existing structure beyond the said line or point shall be repaired and restored to the original at the Contractor's cost and risks to the satisfaction of the Clerk of Works, whose decision shall be final and binding upon the Contractor.

7.3 The Contractor shall be custodian of the dismantled materials till the Clerk of Works takes charge thereof.

7.4 The Contractor shall dispose off the unserviceable materials, details etc., to any area within RGCA premises as decided by the Clerk of Works.

7.5 The Contractor shall sort out, clear and stack the serviceable materials obtained from the dismantling/ renewal at places as directed by the Clerk of Works.

7.6 No extra payment shall be paid on this account.

8.0 COORDINATION WITH OTHER AGENCIES

The work shall be carried out in such a manner that the work of other agencies operating at the site is not hampered due to any action of the Contractor. The Contractor will be responsible for ensuring proper coordination with other agencies. In the event of any dispute between the Contractor and any other agency employed at or about the job site arising out of or related to the performance of the work, the decision of the Clerk of Works shall be final and binding on the Contractor.

9.0 TERMS OF PAYMENTS:

9.1 Progress bills: Progress bills as executed up to date (minimum value of the after verification should be Rs.10 Lakhs) will be submitted by the Contractor in quadruplicate along with the measurements. The same shall be verified and certified for payment within two weeks of submission of bills completed in all respects. Payment shall be made after deducting towards Income Tax, TDS, Security Deposit, Construction Labour Welfare Cess, cost of stores issued by RGCA, if any and any other amounts due for recovery from the Contractor.

9.1.1 Secured advance: The Contractor, on signing an indenture in the form to be specified by the Engineer-in-Charge, shall be entitled to be paid during the progress of the execution of the work up to 75% of the assessed value of any materials which are in the opinion of the Engineer-in-charge non-perishable non-fragile and non-combustible and are in accordance with the Contract and which have been brought on the Site in connection therewith and are adequately stored and protected against damage by weather or other causes but which are not at the time of advance being incorporated in the works. When materials on account of which an advance has been made under this sub-clause are incorporated in the work, the amount of such advance shall be recovered / deducted from next payment made under any other clause of this Contract.

Such secured advance shall also be payable on other items with the approval of the Engineering-In-charge provided the Contractor provides a comprehensive insurance cover for the full cost of such materials. The decision of engineering in-charge shall be final and binding on the Contractor this matter. No secured advance, shall however be paid on high-risk materials such as glass, sand, petrol, diesel, etc.

9.2 COMPUTERISED MEASUREMENT BOOK:

Engineer in charge shall, except as otherwise provided, ascertain and determine by measurement, the value of work done in accordance with the contract.

All measurement of all items having financial value shall be entered by the contractor and compiled in the shape of Computerized Measurement Books having pages of A-4 size as per the format so that a complete record is obtained of all the items of works performed under the contract.

All such measurements and levels recorded by the contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the contractor from the engineer in charge or his authorized representative as per interval or programme fixed in consultation with the engineer in charge or his authorized representative. After the necessary corrections made by the engineer in charge, the measurement sheets shall be returned to the contractor for incorporating the corrections and for resubmission to the engineer in charge for the dated signatures by the engineer in charge and the contractor or their representatives in token of their acceptance.

Whenever bill is due for payment, the contractor would initially submit draft computerized measurement sheets and these measurements would be got checked/ test checked from the engineer in charge and/ or his authorized representative. The contractor will, thereafter, incorporate such changes as may be done during these checks/ test checks, in his draft-computerized measurements, and submit, a computerized measurement book, duly bound and with its pages machine numbered. The engineer in charge and/ or his authorized representative would thereafter check this measurement book, and record the necessary certificates for their checks, test checks.

The final, fair, computerized measurement book given by the contractor, duly bound, with its pages machine numbered should be 100% correct and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, the contractor have to submit a fresh computerized measurement book with its pages duly machine numbered and bound, after getting the early measurement book cancelled. The contractor shall submit three spare copies

The contractor shall also submit separately his computerized abstract of cost and the bill based on these measurements, duly bound, and its pages machine numbered along with two spare copies of the bill. The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for checking of measurements/levels by the engineer in charge or his representative. Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant standard method of measurement or any general local or custom. In the case of any items that are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.

Engineer in charge or his authorized representative may cause either themselves or through another officer of the department to check the measurements recorded by the contractor and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

It is also a term of this contract that checking and/ or test checking the measurements of any item of work in the measurement book and/ or its payment in the interim, on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.

10.0 SAFETY

The Contractor shall at all times, adopt such safe methods of working as well ensure safety of structure, equipments and labour. If at any time, the RGCA/EMPLOYER finds the safety arrangements inadequate or unsafe the Contractor shall take immediate corrective actions as directed by the RGCA/EMPLOYER representative at site. Any discretion in the matter shall in no way absolve the Contractor of his sole responsibility to adopt safe working methods. The Contractor is responsible for providing skilled personnel and adequate supervision so as to ensure complete safety.

11.0. Cement and steel reinforcement

(a) Cement

Cement shall be measured by weight and in whole bags each undisturbed and sealed 50 kg bag being considered equivalent to 35 litres (1.2 cft.) in volume. Care should be taken to see that each bag contains the full quantity of cement. When part bag is required cement shall be taken by weight or measured in approved measuring boxes.

No make of cement other than the approved by RGCA / EMPLOYER will be allowed to be used on works and the source of supply shall not be changed without approval of RGCA in writing. Test Certificates to show that cement is fully complying with the specifications shall be submitted to RGCA/EMPLOYER and notwithstanding this. RGCA may at either discretion, order that the cement brought on site and which they may consider damaged or of doubtful quality or for any reason whatsoever, shall be retested by the Contractor at his own cost, in an approved testing laboratory and fresh certificates of its soundness shall be produced. Cement ordered for retesting shall not be used on any work pending results of retest.

Cement shall be stored in a weatherproof shed with raised wooden plank or brick flooring to prevent deterioration by dampness or intrusion of foreign material. It shall be so stored as to allow the removal and use of cement in chronological order of receipt, i.e., first procured being first used. Cement deteriorated and / or clotted shall not be used on work but shall be removed at once from the site. Cement stored, though properly, for 3 months or more may have lost its properties, is liable for retest.

Daily record of cement received and consumed shall be maintained by the Contractor in a register of approved form and is kept in an accessible place at site available to RGCA / EMPLOYER their representative, for inspection, and extracts thereof shall be submitted to RGCA/EMPLOYER from time to time.

c. Reinforcement:

Reinforcement shall substantially be of corrosion resistant steel conforming to IS 1786 High strength - deformed bars conforming to IS 1786 and (CRS / TMT / Others). Other steels will be used as specified in BOQ. Changes if any by way of replacement will be notified by RGCA/EMPLOYER in which cases rates quoted for identical items will be valid irrespective of quantity.

The latest edition with up to date correction steps shall be adopted in all BIS specification wherever indicated. Chemical and Mechanical properties of steel shall be established by tests.

All finished bars shall be free from cracks, surface flaws, laminations, jagged and imperfect edges. All twisted deformed bars shall be visually examined for pitch length to ensure the strength of individual bars irrespective of test reports.

Steel reinforcement shall be stored properly and when stored in open yards shall be free of the ground and if they are to be stored long, shall be protected by a coat of cement which shall be revived if serious discoloration sets in.

RGCA reserves optionally the right to supply the special types of steel (like CRS) at site with prior intimation to the Contractor. Steel so supplied will be taken custody of by the Contractor and accounted for as his supply and the cost there of shall be recovered from the Contractor in full on the basis of weight recorded in delivery notes. Whether supplied by RGCA or actual weight of steel used by Contractor will be measured in linear lengths of diameters and multiplied by Standard weight for the respective diameters.

For the purpose the Contractor shall indicate his assumed cost of steel on delivered at site.

IS : 1786 – CRS – FE 500/T

HSD BARS FE 500

IS : 226 / 432 - MS BARS / T

12.0 Figures, Dimensions, etc.

Figures, dimensions and drawings shall superceed measurements by scale. Drawings to a large scale shall take precedence over those to a smaller scale.

13.0 Plea of custom

The plea of custom prevailing will not on any account be permitted as an excuse for an infringement of any of the conditions of the Contract or specifications.

14.0 All insurances at Contractor's cost

The insurances referred to in Clause 22, 24 & 25 of General Conditions of Contract shall be arranged by the Contractor at his cost and expense. Copies of insurance policies should be made available to RGCA for record, within a month of commencement of the work. Non-submission will result in withholding the payment of running bills.

15.0 RATES

15.1 The rates given in the "Schedule of rates and quantities" will form the basis of payment for such items under this Contract. It must be clearly understood that the rates are to cover the full cost of the finished work. The rates will remain fixed during the currency of the Contract.

15.2 The quoted rates for items of works are deemed to include the following which shall be provided and maintained at site throughout the period of works, at his own cost and without any extra charge, the cost being taken to be included in the Contract works.

- i) Lighting for night work and also whenever required by the engineer to be arranged by the Contractor.
- ii) Temporary fences, guards, lights and protective works necessary for protection of workmen, supervisors, engineers or any other person permitted access to the site.
- iii) All equipment, instruments and labour required by the engineer for measurement of the works.

- iv) All sheds, shuttering, scaffolding other arrangements requirement for the satisfactory completion of the works. All such items for which no separate payment is made to him shall remain the property of Contractor on satisfactory completion of work.

15.3 The rate of items of work not included in the "Schedule of rates and quantities" and which the Contractor may be called upon to do, shall be fitted by a supplementary written Contract between Contractor and the RGCA before the particular item or items of work is / are executed. In the event of such Contract not being entered into and executed, the RGCA MAY APPOINT OTHER AGENCY FOR these works and Contractor shall have no claims whatsoever for loss or damage on this account. The Contractor should also work in close co-operation with the other Contractor and departmental staff working at site for carrying out other items of work.

15.4 The rates for such items occurring during the course of construction but not appearing in the "Schedule of Rates and Quantities" shall be fixed by either of the following methods:

- i) By preparing analysis of rates based on actual labour and material cost increased by 15% for overheads and profit.
- ii) Derived from the rates given in the bill of quantities for similar items of work.
- iii) Such non-Tendered items would be payable subject to approval of the competent authority. No items of work requiring a non-Tendered rate will be carried out unless an order to do so is issued in writing by the EMPLOYER.
- iv) In the course of execution of various items of work under Schedule of Quantities, running bill payments for works will be made to the Contractor on monthly basis as executed up to date. However, on no account payment by RGCA shall protect the Contractor against or prevent the RGCA from recovering from the Contractor any over payment made.

15.5 The rates quoted by the Contractor as per Schedule of Rates and quantities shall form the basis for 'on account payments' for the various items under this Contract, which will be made only for such quantities as in the opinion of the EMPLOYER have been satisfactorily completed according to the terms and conditions of the Contract. The measurements would be recorded by RGCA / EMPLOYER and Contractor's authorized representative at site will have to sign the measurement book in token of acceptance of the measurement and payment shall be made after deduction of security deposit and other recoveries if any.

15.6 Supply of materials, required for the work shall conform to the relevant IS specifications or specifications listed out by the EMPLOYER in this Tender Document / CPWD specifications. Supply of other items should conform to technical specifications enclosed. The materials for which specifications are not available would be subject to RGCA / Employer's approval.

16.0 NOTICES TO PUBLIC BODIES

The Contractor(s) shall give to the Municipality, Police and other authorities all notices that may be required by law and obtain all requisite licenses for temporary constructions, enclosures and pay all fees, taxes and charges which may be leviable on account of his operation in executing the Contract. He should make good any damage to adjoining premises whether Public or Private, supply and maintain any lights, etc. required at night.

17.0 Night work

If RGCA / EMPLOYER is satisfied that the work is not likely to be completed in time except by restoring to night work, the Contractor shall be required by a special order, to carry out the work even at night

by providing necessary and adequate lighting arrangements at his cost. This will, however, not confer any right on the Contractor for any claim for any extra payment for introducing such night working. The decision of the Clerk of Works in this regard will be final and binding on the Contractor.

18.0 Measurement in metric units:

Measurements and payments will be made in metric units. All measurements, method of measurements, meaning and intent of specifications and interpretation of special condition of Contract, given and also made by RGCA or by the Clerk of Works on behalf of RGCA shall be final and binding and shall be considered 'Excepted matters'.

19.0 ROUNDING OFF

All payments to and recoveries from the Contractor shall be rounded off to the nearest rupee. Wherever the amount to be paid / recovered consists of a fraction of a rupee (paise), the amount shall be rounded off to the next high rupee if the fraction consists of 50 (fifty) paise or more and if the fraction of a rupee is less than 50 (fifty) paise, the same shall be ignored.

20.0 TAXES ON WORKS CONTRACT

The entire work as per the scope of work covered under this Contract shall be treated as "works Contract". The bidder shall quote prices including liability of tax on works Contract as a whole or in respect of bought out components used by the Contractor in execution of the Contract as levied by Govt. of India and as applicable during the whole tenure of Contract period. The owner shall not be responsible not liable to pay tax on works Contract and the Contractor shall indemnify and keep indemnified the owner for the same, if so required by the owner.

The Contractor agrees to produce with the first bill under a works Contract, and / or with subsequent bills, as required, appropriate clearance certificate from the Registering S.T.O. conforming that tax already due under the works contract has been paid by the Contractor.

21.0 Royalties and patent rights:

The Contractor shall defray the cost of royalties, fees and other payments in respect of patents, patent rights and licenses which may be payable to patentees, licensee or other person or corporation and shall obtain all necessary licenses. In case of any breach (whether willingly or inadvertently) by the Contractor of this provision, the Contractor shall indemnify RGCA and their officers, staff, representatives against all claims, proceedings, damages, cost, charges, loss and liability which may or any of them may sustain incur or be put to by reason or in consequence directly or indirectly of such breach and against payment of any royalties, damages or other moneys which RGCA may have to make to any persons or pay in total to the patent rights in respect of the users or thing constructed, manufactured, supplied or delivered by the Contractor to his order under this Contract.

22.0 UNDERGROUND AND OVERHEAD STRUCTURES

The Contractor will familiarize himself with and obtain information and details from the owner in respect of all existing structures, overhead lines, utilities existing at the job site before commencing work. The Contractor shall execute the work in such a manner that the said structures, utilities etc. are not disturbed or damaged, and shall indemnify and keep indemnified the owner from and against any destruction thereof or damages thereto.

23.0 LABOUR LAWS (ALSO REFER CL. 36, 37 OF G C C)

23.1 The Contractor shall obtain necessary license from the licensing authority under the Contract labour (Regulation and abolition) Act, 1970 and the Central Rules framed there under and produce the same to the Clerk of Works before start of work.

23.2 The provision of EPF & MP Act, 1952 and the Rules/Scheme there under shall be applicable to the Contractor and the employees engaged by him for the work. The Contractor shall furnish the code number allotted by the RPFC Authority, to the Clerk of Works before commencing the work.

23.3 The Contractor shall be exclusively responsible for any delay in commencing the work on account of delay in obtaining a license under cl.24.1 above or in obtaining the code numbers under cl.24.2 above and the same shall not constitute a ground for extension of time for any purpose.

23.4 The Contractor shall not undertake or execute or permit any other agency or Sub-Contractor to undertake or execute any work on the Contractor's behalf through Contract labour except under and in accordance with the License issued in that behalf by the licensing officer or other authority prescribed under the Factories Act or the Contract Labour (Regulation & Abolition) Act 1970 or their applicable law, rule or regulation, if applicable.

23.4 The Contractor shall enforce the provisions of ESI Act and Scheme framed there under with regard to all his employees involved in the performance of the Contract, and shall deduct employee's contribution from the wages of each of the employees and shall deposit the same together with Employer's contribution of such total wages payable to the employees in the appropriate account.

24.0 LABOUR RELATIONS

In case of labour unrest/labour dispute arising out of non-implementation of any law, the responsibility shall solely lie with the Contractor and he shall remove/resolve the same satisfactorily at his cost and risk.

Contractor shall deploy only duly qualified and competent personnel for carrying out the various jobs as assigned by the Clerk of Works from time to time. The workmen deployment by the Contractor should also possess the necessary license etc., if required under any law, rules and regulations.

25.0 LOCAL LABOUR (Also refer GCC 36.11)

The Contractor shall engage local labour, skilled and / unskilled to the extent available in this work. In case of non-availability of suitable labour in any category out of the above persons, labour from outside may be employed.

26.0 CONTRACTOR'S LABOURERS TO LEAVE SITE ON COMPLETION OF THE WORK

The Contractor's labourers must leave the location of the project site after the work is over to avoid creation of a slum in the areas adjoining the project. Contractor shall be held responsible for non-compliance with the above requirement.

27.0 PROVIDENT FUND:

Under the provisions of Employees Provident Funds and misc. Provision Act – 1952, every employee is entitled to and required to become a member of PF from the beginning of the month following that in which he completed three months continuous service or has actually worked for not less than 60 days during the period of three months or less whichever is earlier. The Contractor is to fulfill statutory obligations regarding employees Provident Fund.

28.0 INCOME TAX

Income tax at the prevailing rate shall be deducted from the Contractor's bills as per the provision of income tax act. However, it is to be noted that deduction of Income Tax at rates other than the stipulated ones can be considered subject to verification of relevant documents by RGCA.

29.0 INCOME TAX CLEARANCE CERTIFICATE

Attested copy of the latest Income Tax Clearance Certificate in the proforma prescribed by the Government of India should accompany the Tender. The ITC Certificate should be in the name of the firm/ individual quoting for the Tender. In the absence of the above ITC certificate, Tenderer may not be awarded work Tendered for, in the light of Central Government Directive/instructions.

30.0 CONTRACT

The entire work covered by this Tender document shall be treated as works Contract. Tenderer should quote for this work accordingly. The quoted price should include all taxes, duties, octroi, excise freight etc., whatsoever.

31.0 CONSTRUCTION EQUIPMENT

The Contractor shall however without prejudice to his over all responsibility to execute and complete the work as per specifications and Time Schedule, progressively deploy adequate equipment tools and tackles and augment the same as decided by the EMPLOYER depending on the exigencies of the work so as to suit the construction schedule. The Tenderer shall submit a list of construction equipments he propose to deploy for the subject work.

Bidder to note that no construction equipment shall be supplied by the Owner.

32.0 SITE ORDER BOOK

A site order book shall be maintained at site of work by the Contractor wherein instructions regarding the working etc., shall be recorded by the Clerk of Works or his Executive Subordinates. It is expected of the Contractor or his representatives at the site to note such instructions whenever asked upon to do so and take action accordingly.

33.0 SITE ORGANISATION

Subject to the provisions in the Tender document and without prejudice to Contractor's liabilities and responsibilities to provide adequate qualified and skilled personnel on the work, Contractor shall deploy site organization and augment the same as decided by the EMPLOYER depending on the exigencies of work. The Tenderer shall submit the details of minimum site organization proposed by him, as per proposal form given in the Tender document. In addition to this, Contractor shall deploy safety supervisors to ensure safer working condition at site. In case where the works are sub-Contracted by the main Contractors, safety supervisors are to be provided by the main Contractor.

34.0 EXECUTION OF WORK

The Contractor shall be entirely responsible for executing the work covered under this Tender document in a workmanlike and expeditious manner as per the time schedule, specifications, drawings and construction aids such as concrete mix, vibrators, transportation equipments, tools and tackles as well as testing appliances / machines etc. and the necessary supervisory personnel, skilled, semi-skilled and unskilled labour shall be provided by the Contractor to achieve the monthly / weekly targets and the over all time schedule. Preparing approaches and working area for the movement and

operation of cranes, leveling the areas for assembly and erection shall be the responsibility of the Contractor.

35.0 STATUTORY APPROVALS

The approval from any authority required as per statutory and regulations of Central / State Government shall be the Contractor's responsibility unless otherwise specified in the Tender document. The application on behalf of the Owner for submission to relevant authorities along with copies of required certificates complete in all respects shall be prepared and submitted by the Contractor well ahead of time so that the actual construction / commissioning of the work is not delayed for want of the approval / inspection by concerned authorities. The inspection of the works by the authorities shall be arranged by the Contractor and necessary co-ordination and liaison work in this respect shall be the responsibility of the Contractor. However, statutory fees paid, if any, for all inspections and approvals by such authorities shall be reimbursed at actual by the Owner to the Contractor on production of documentary evidence.

Any change / addition required to be made to meet the requirements of the statutory authorities shall be carried out by the Contractor free of charge. The inspection and acceptance of the work by statutory authorities shall, however, not absolve the Contractor from any of his responsibilities under this Contract.

36.0 SCHEDULE OF RATES

The Schedule of Rates shall be read in conjunction with Special conditions of Contract, General conditions of Contract, Technical Specifications, Drawings and any other document forming part of this Contract.

The Employer reserves the right to interpolate or extrapolate their rates for any new item of work not covered in schedule of rates from the similar items already available in schedule of rates. All the works, item wise, shall be measured upon completion and paid for at the prices quoted and accepted in the "Schedule of Rates". In case any activity though specifically not covered in schedule of rates descriptions but the same is covered under scope of work/ specification/drawings etc., No extra claim on this account shall be entertained, since Schedule of Rates is to be read in conjunction with other documents forming part of the Contract.

All items of work in the Schedule of rates shall be carried out as per the specifications, drawings and instructions of the Employer/ Clerk of Works and the quoted prices shall be inclusive of all materials, consumables, labour, supervision, tools and tackles as well as preparatory, incidental, intermediate/ auxiliary / ancillary or enabling works.

37.0. QUALITY ASSURANCE SYSTEM

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

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

Quality assurance system plans / procedures of the Contractor shall be furnished in the form of a QA manual. This document should cover details of the personnel responsible for the quality assurance, plans or procedures to be followed for quality control in respect of design, engineering, procurement, supply, installation testing and commissioning. The quality assurance system should indicate

organizational approach for quality control and quality assurance of the construction activities, at all stages of work at site as well as at manufacturer's works and despatch of materials.

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

The Contractor has to ensure the deployment of quality assurance and quality control Engineer(s) depending upon the quantum of work. This QA /QC group shall be fully responsible to carry out the work as per standards and code requirements. In case EMPLOYER feels that Contractor's QA/QC Engineer(s) are incompetent or irresponsible or insufficient, Contractor has to deploy other experienced Engineer(s) as per site requirement and to the full satisfaction of EMPLOYER.

In case Contractor fails to follow the instructions of EMPLOYER with respect to above clause, next payment due to him shall not be released unless until he complete with the instructions to the full satisfaction of EMPLOYER.

The Contractor shall adhere to the quality assurance system enclosed as Annexure VI to SCC.

38.0 FRONTS FOR WORKS WHERE OTHER AGENCIES ARE INVOLVED

The work involved under this Contract includes such work as have to be taken up and completed after other agencies on the job have completed their jobs. The Contractor will be required and bound to take up and complete such works as and when the fronts are available for the same and no claim of any sort whatsoever shall be admissible to the Contractor on this account. Only extension of time limit shall be admissible, if the availabilities of work fronts to the Contractor are delayed due to any reasons not attributable to the Contractor.

39.. DISTINCTION BETWEEN FOUNDATION AND SUPERSTRUCTURE

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

For buildings all works up to level corresponding to finished floor level shall be treated as work in "Foundation and plinth " and all works above the finished floor level shall be treated as "work in superstructure".

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

For the various works, in case of contradiction, the leads mentioned in the schedule of lump sum price shall prevail over those indicated in the Technical Specifications.

40.0 ALTERATIONS IN SPECIFICATIONS, DESIGNS AND EXTRA WORKS

The work covered under this CONTRACT having to be executed by the CONTRACTOR on an item rate quoted by him, the Employer will not accept any proposals for changes in CONTRACT PRICE or extension in time on account of any such changes which may arise to the CONTRACTORS scope of work as a result of detailed Engineering and thereafter during the execution of work. The only exception to this will be a case where the Employer requests in writing to the CONTRACTOR to upgrade the specifications or the size of any major pieces of equipments, plant or machinery beyond what is normally required to meet the scope of work as defined in the CONTRACT DOCUMENT.

In such a cases, a change order will be initiated by the CONTRACTOR at the appropriate time for the Employer's prior approval giving the full back-up data for their review and for final settlement of any impact on price within 30 (thirty) days thereafter.

The Employer shall have power to make any alterations in omission from additions to or substitutions for, the Schedule of Rates, the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the WORK and the CONTRACTOR shall be bound to carryout the such altered/extra/new items of work in accordance with any instructions which may be given to him in writing signed by the Employer, and such alterations, omissions, additions or substitutions shall not invalidate the CONTRACT and any altered, additional or substituted work which the CONTRACTOR may be directed to do in the manner above specified as part of the WORK shall be carried out by the CONTRACTOR on the same conditions in all respects on which he agreed to do the main work. The time for completion of WORK may be extended for the part of the particular job at the discretion of the Employer, for only such alterations, additions or substitutions of the work, as he may consider as just and reasonable. The rates for such additional altered or substituted work under this clause shall be worked out in accordance with the following provisions.

41.0 FOR ITEM RATE CONTRACT

- (a) If the rates for the additional, altered or substituted work are specified in the CONTRACT for the WORK, the CONTRACTOR is bound to carryout the additional, altered or substituted WORK at the same rates as are specified in the CONTRACT.
- (b) If the rates for the additional, altered or substituted WORK are not specifically provided in the CONTRACT for the WORK, the rates will be derived from the rates for similar class of WORK as are specified in the CONTRACT for the WORK. The opinion of the Employer as to whether or not the rates can be reasonably so derived from the items in this Contract will be final and binding on the CONTRACTOR.
- (c) If the rates for the altered, additional or substituted work cannot be determined in the manner specified in sub-clause (a) and (b) above, then the CONTRACTOR shall, within 7 days of the date of receipt of order to carryout the WORK, inform the Employer of the rates which it is his intention to charge for such class of WORK supported by analysis of the rate or rates claimed, and the Employer shall determine the rate or rates on the basis of prevailing market rates of materials, labour cost at schedule of labour rates plus 11% (eleven percent) thereon to cover Contractor's supervision, overheads and profit and pay the CONTRACTOR accordingly. The opinion of the Employer as to current market rates of materials and the quantum of labour involved per unit of measurement will be final and binding on the CONTRACTOR.

42.0 COMPLETION DOCUMENTS

44.1 The following documents shall be submitted by the Contractor, in triplicate as part of the completion documents.

- a) Material test for the material under Contractor's scope.
- b) Materials appropriation statement as required.
- c) Tests certificate from manufacturers for materials supplied by the Contractor.

43.0 APPROVED LIST OF PRODUCTS

The materials required to be supplied by the Contractor shall be procured only from the Owner / EMPLOYER approved vendors. The Contractor should obtain prior approval of EMPLOYER of vendors / sub-vendors before placing the order in case Architectural products list of approved

manufacturers enclosed elsewhere in the Tender may be referred to annexure to Technical Specification.

44.0 TESTS AND INSPECTION

The Contractor shall carry out the various tests as enumerated in the Tender documents and as per direction of EMPLOYER either on field or outside / laboratories concerning the execution of work and supply of the materials by Contractor. All the expenses shall be borne by the Contractor and shall be considered as included in the items given in SOR. The inspection shall be done by the following agencies.

- A. Representative deputed by EMPLOYER
- B. Representative deputed by Statutory Authority
(Contractors shall give prior notice sufficiently ahead of time to the EMPLOYER and also to the authorities to conduct inspection / to witness such tests).

The work is subject to inspection at all times by the EMPLOYER. The Contractor shall carry out all instructions given during inspection and shall ensure that the work is being carried out according to the technical specifications of this Tender, the technical documents and the relevant codes of practices furnished to him during the performance of the work.

The Contractor shall provide for purposes of inspection, access, ladders, lighting equipment for testing and necessary instruments etc. at his own cost.

Any work not conforming to the execution drawings, specifications or codes shall be rejected forthwith and the Contractor shall carry out the rectifications at his own cost.

All results of inspection and test will be recorded in the inspection reports, proforma of which will be approved by the EMPLOYER. These reports shall form part of the Completion Documents.

For materials supplied by Owner, Contractor shall carry out the tests, if required by the EMPLOYER, and the cost of such tests shall be borne by the Contractor.

Inspection and acceptance of the work shall not relieve the Contractor from any of his responsibilities under this Contract.

Cost towards repeat tests and inspection due to failures, repairs etc. for reasons attributable to the Contractor shall be borne by the Contractor.

Various tests as specified in specifications shall be carried out to the entire satisfaction of Owner / EMPLOYER.

45.0 FINAL INSPECTION

After the completion of all tests as per specification, the whole work will be subject to final inspection to ensure that job has been completed as per requirement. If any defects noticed in the work which are attributable to Contractor, these shall be attended by the Contractor at his own cost and risk as and when these are brought to his notice by the owner. The owner shall have the right to have these defects rectified at the risk and cost of the Contractor, if he fails to attend these defects immediately.

When these works are carried out at the risk and cost of the Contractor, the EMPLOYER would recover the actual cost incurred towards labour, supervisions and material, consumables or otherwise, plus 100% towards overheads from any pending bill of the Contractor or the security deposit.

46.0 ACCOUNTS FOR MATERIAL

Every month the Contractor shall submit an account for all the materials issued by the owner if any in the proforma prescribed by the EMPLOYER.

On completion of the work, the Contractor shall submit material appropriation statement for all materials issued by the owner.

47.0_FUEL REQUIREMENT

Contractor shall be responsible to arrange at his own cost for the fuel requirement of this works and staff. Cutting of trees etc. shall not permitted for this purpose.

48.0 FIRM PRICE

The price shall remain firm and fixed till the completion of the work and no escalation whatsoever will be permissible on any account.

49.0 ADDITIONAL WORKS/EXTRA WORKS

Owner reserves their right to execute any additional works/extra works, during the execution of work, either by themselves or by appointing any other agency, even though such works are incidental to and necessary for the completion of works awarded to the Contractor. In the event of such decisions taken by Employer, Contractor is required to extend necessary cooperation, and act as per the instructions of EMPLOYER.

6. ANNEXURE - I TO SPECIAL CONDITIONS OF CONTRACT

TIME SCHEDULE

Name of work

Time of completion: **08 months**

REPAI REPAIR AND RENOVATION OF CIVIL WORK AND INFRASTRUCTURE
DEVELOPMENT AT MULTISPECIES AQUACULTURE COMPLEX, VALLARPADAM,
KOCHIN

Notes:

a. The time of completion shall be reckoned from 7th day of _____ award of Contract which shall be the date of Telefax/ _____ Telegram / Fax / Letter of Acceptance whichever is issued earlier.

b. The time indicated is for completing all the works in all respects as per specifications, codes, drawings and instructions of EMPLOYER.

c. It should be noted that the period of construction/given above includes if procurement, mobilization at site, fabrications, laying inspection, testing, rectification if any, re-testing etc. complete in all respects to the entire satisfaction of the EMPLOYER/ ARCHITECT.

d. The work front may be given in phases and no compensation whatsoever will be given on this account.

e. The work as a whole is deemed as one package for all terms and conditions and time of completion. The different component works may start sequentially as planned by the Contractor and concurred by EMPLOYER. For convenience the schedule of quantities are listed in parts ABCD.

f. Minor portions of work left unfinished by one Contractor shall be attended to later by that Contractor to facilitate the sequence of operation. This will not be considered as delay in time of completion of work by that Contractor.

7. ANNEXURE - II
SPECIAL CONDITIONS OF CONTRACT

1.0 SCOPE OF WORK

The scope of work under this Contract shall include all : **REPAIR AND RENOVATION OF CIVIL WORK AND INFRASTRUCTURE DEVELOPMENT AT MULTISPECIES AQUACULTURE COMPLEX, VALLARPADAM, KOCHIN**

Major works involved shall include but not be limited to the following.

- ◆ Earthwork in excavation and backfilling, including de-watering, if required, at all depths.
- ◆ Plain cement concrete in the form of mud mat for foundations of all types, plinth beams, trenches, non-suspended floor slabs and gutters, etc. at all depths.
- ◆ Brick work in foundation and superstructure.
- ◆ RCC work in foundation, plinth beams, trenches, non-suspended floor slabs, etc, at all depths for various types of buildings at all heights.
- ◆ Dismantling / Demolishing of R.C.C. Brick work etc.
- ◆ Architectural finishing works including but not limited to the following:
 - ◆ Floor finish
 - ◆ Steel / Aluminium doors and windows, ventilators etc.
 - ◆ Plastering and Pointing
 - ◆ Roofing Treatment
 - ◆ White washing, distempering, painting and polishing
 - ◆ Roofing
 - ◆ Sanitary fittings and fixtures
 - ◆ Miscellaneous and all related ancillary works.

Electrical Scope of work:

Work shall be performed in accordance with the terms, conditions and approved drawings and as per the instructions of the EMPLOYER. Supply , erection, testing and commissioning of Electrical Equipment / Wiring/ Cabling / Material for lighting, cabling, earthing and telephone system etc.

Related Civil Works:

Construction of peripheral drains, valve pits, cleanouts, manholes, etc. Supplying and fixing of metal inserts, steel, grating chequered plates, M.S. Rungs, manhole frame & Covers, vent pipes, strainers etc. Supplying and laying of waste and vent pipes, G.I. water pipe, gate valves etc.

2.0 STANDARDS

2.1 Works shall be carried out in best workmanship manner in conforming with the specifications attached, relevant specifications / code of practices of the Bureau of Indian Standards.

2.2 In addition work shall also conform to the requirements of the following:
Indian Electricity Act and Rules, Fire Insurance Regulations, Regulations laid down by the Chief Electrical Inspector and State Electricity Board. Regulations laid down by Chief Inspector of Explosives. Any other regulations laid down by the local authorities.

8. ANNEXURE - III

MEASUREMENT OF WORKS

1.0 GENERAL

1.1 The mode of measurement shall be as per BIS or any other relevant standard unless otherwise mentioned in the Tender and the weight of structural steel sections shall be measured as per ISI Hand Book. However the measurement for electrical works is given below, in i.e.

- a. Payment will be made on the basis of joint measurements taken by Contractor and certified by EMPLOYER. Measurement shall be based on drawings to the extent that the work conforms to the drawings and details are adequate.
- b. Wherever work is executed based on instructions of EMPLOYER or details are not adequate in the drawings, physical measurements shall be taken by Contractor in the presence of EMPLOYER.
- c. Measurements of weights shall be in metric tones corrected to the nearest kilogram. Linear measurements shall be in meters corrected to the nearest centimeters.
- d. The measurement for cable laying shall be made on the basis of length actually laid from lug to lug including length of loops provided.
- e. The weights mentioned in the drawings shall be the basis for payment, if mountings for panels etc. are packed separately, their erection weights shall include all mountings.

2.0 Measurements will be made for various items under schedule of rates on the following basis as indicated in the unit column (column 3 of schedule of rates:

i.	Weights	MT or KG
ii.	Length	M (Metre)
iii.	Number	No.
iv.	Volume	Cum.
v.	Area	Sq.m.

Where measurements are not possible precisely the described then may be paid as lump sum.

2.1. All further mode of measurements not covered in above clauses shall be measured in accordance with relevant BIS codes/ Schedule of Rates / Specifications etc. and / or as decided by the EMPLOYER.

3.0 Separate Measurement Books have to be maintained for each building and each sub head.

NOTICE INVITING TENDER e-TENDER

Tender No.RGCA-MAC/ADMN/02/2021-2022

Rajiv Gandhi Centre for Aquaculture (RGCA), a society under for Marine Product Export Development Authority (MPEDA), an autonomous body of Ministry of Commerce & Industry, Govt. of India invites bids through e-Tender from the contractor's satisfying the following eligibility criteria for the below mentioned works for its Multispecies Aquaculture Complex, Vallarpadam post, Cochin, Earnakulam District-682504, Kerala for an probable cost of Rs.90.63 Lakhs

Online "Item Rate" electronic bids are invited through Domestic Competitive Bidding in Single Stage -Two Part Bidding Basis {i.e. Part-I (Cover-I): Technical-Bid and Part-II (Cover-II): Financial Bid} for and on behalf of **The Director-RGCA**, from eligible Sole Bidders for the work of **Repair and Renovation of Civil Work and Infrastructure Development at Multispecies Aquaculture Complex, Vallarpadam post, Cochin, Earnakulam District-682504, Kerala.**

Complete Bid Documents/Tender Document can be viewed and downloaded from Central Public Procurement (CPP) Portal <http://eprocure.gov.in/eprocure/app>. The site can also be viewed through e-procurement corner of RGCA website www.rgca.co.in and CPP Portal. Any Bidder who wishes to quote for this Tender can download the Tender Document from aforesaid portal after online Bidder registration for e tendering.

For further details, please visit <http://eprocure.gov.in/eprocure/app>. Subsequent amendments, if any, shall be posted only on the aforesaid websites. Sale of physical tender document is not applicable. No price shall be submitted offline in any form. Any price bid related information submitted with offline bid will lead to consideration of bid as non-responsive/rejection. Bidder can modify his bid before last date of submission of online bid.

1. ELIGIBILITY CRITERIA:

- a. The Tenderer / Firm / Company should have a valid registration up to date from PWD / CPWD / MES / ISRO.
- b. The Tenderer / Firm / Company should possess valid GST registration.
- c. The tenderer/Firm/Company should have completed either of the following
One work of costing not less than 80% of approximately estimated cost mentioned above
Or
Two works costing not less than 50% of approximate estimate cost mentioned above
Or
Three 3 works costing not less than 40% of approximate estimate cost mentioned above in the last 5Years ending last day of the month.
- d. The Tenderer should upload IT returns or audited balance sheet duly certified by the Chartered Accountant to be enclosed with the technical bid.

2. THE BRIEF DETAILS OF THE TENDER

Sl.NO	Item	Description
(i)	Mode of tendering	e-Procurement System Cover-I: Online Technical Bid, Cover-II: Financial Bid/Price Bid

(ii)	Tender ID No.	RGCA-MAC/ADMN/02/2021-2022
(iii)	Estimated Cost of work	₹ 90.63Lakhs/- (Inclusive of all taxes, gst etc)
(iv)	Bid Security (EMD)	₹ 1,81,260/-(One Lakhs eighty one Thousand two Hundred and sixty Only)
(v)	Period of Bid Validity	90 days
(vi)	Completion Period	08Months
(vii)	Tender inviting Authority	The Director , RAJIV GANDHI CENTRE FOR AQUACULTURE (MPEDA, MINISTRY OF COMMERCE & INDUSTRY, GOVT. OF INDIA) 3/197, POOMPUHAR ROAD, KARAIMEDU VILLAGE, SATTANATHAPURAM POST, MAYILADUTHURAI DISTRICT, SIRKALI TALUK- 609109, TAMIL NADU
(viii)	Publishing Date & Time	07-02-2022 (10:00 hrs)
(ix)	Document Download Start Date & Time	07-02-2022 (10:00 hrs)
(x)	Bid Submission Start Date & Time	07-02-2022 (12:00 hrs)
(xi)	Online Bid Submission Closing Date & Time	28-02-2022(12:00 hrs)
(xii)	Offline submission closing (address, date & time)	The Project Director, Multispecies Aquaculture Complex (MAC) MPEDA-RGCA, Vallarpadam Post, Cochin, Earnakulam District-682504, Kerala
		28-02-2022(12:00 hrs)
(xiii)	Bank Account Details of RGCA in case of R-T-G-S & NEFT	Name: Rajiv Gandhi Centre for Aquaculture Bank : State Bank of India (SBI) Branch: Mayiladuthurai Branch Current A/.C. No: 10948711219 IFSC Code: SBIN0000875
	Online Bid Opening of Techno commercial Bid (Cover-I)	01-03-2022 (15:00 hrs)
	Online Price bid Opening (Cover-II)	Date & time to be intimated later to the bidders whose Techno-commercial Bids will be found responsive.

TERMS & CONDITIONS :

The contractor before uploading the bids should essentially inspect the site and ascertain all the necessary information, including the risks, contingencies, nature of ground, place of supply, unloading & installation etc. and also acquaint himself with the local conditions. **Also the contractors may visit the facility on 08.02.2022 to 26.02.2022 between 10:00 am to 05:00 pm for clarifications if any.**

1. Scope of Work:
 - a. Repair of Existing Gift Tilapia Hatchery Roofing
 - b. Extension of Packing shed
 - c. Extension of Tilapia Hatchery
 - d. Extension of Quarantine
 - e. Modification and Extension of AADD Lab
2. The rate quoted by the contractor shall inclusive of all GST /TAX by the central Government/State Government as on the date of submission of the Tender.
3. All supporting services and facilities including electric power, supply of portable water, welfare of laborers etc. required for completing the works within the specified time should be arranged / taken care of by the contractor and RGCA shall not be liable to provide such services / responsibilities / facilities under any circumstances.
4. The contractor has to bear full liability for the Workmen Compensation Policy/ CAR Policy (Contractor All Risks) for the workers working under their rolls as required by law.
5. The rate quoted for the work shall be inclusive of all incidentals, hiring of all necessary equipment, transportation, testing, fabrication and expenses of staff/labour connected with the work. Nothing other than the quoted rates shall be entertained under any circumstances.
6. Every Tenderer shall be accompanied by an Earnest Money Deposit for **Rs 1,81,260/-(One Lakhs eight one Thousand two Hundred and sixty only)**, in the form of Bankers cheque /Demand draft/fixed deposit receipts/ gurantee bonds of any scheduled bank. Tenderers not accompanied by such Earnest Money are liable to be rejected straight away. The EMD Should be submitted through Offline mode before **28-02-2022(17:00 hrs)**.
7. The earnest money given by all the bidders except the lowest bidder shall be refunded without any interest immediately after the expiry of stipulated bid validity period or immediately after acceptance of the successful bidder, whichever is earlier.

Earnest money shall be refunded to Successful bidder on receipt of Performance Guarantee.
8. The Successful tenderer should submit Performance guarantee 3% of Contract Value within 7 seven days from the date of Acceptance letter.
9. The Security deposit shall be collected by deduction from each running bills of 2.5% of bill value.
10. **APPROVED LIST OF PRODUCTS:** The materials required to be supplied by the Contractor shall be procured only after obtaining prior approval from RGCA. List of approved manufacturers/suppliers of materials is enclosed in the Tender BOQ.
11. The contractor shall be responsible to obtain necessary license from state and central government such as sand, aggregate quarry approval etc. Necessary supporting documents shall be provided by RGCA .
12. The Tender / BOQ's without certified photo copies of documents in support of fulfilling eligibility criteria as above will be rejected.
13. The offline documents(EMD) are to be submitted to "RAJIV GANDHI CENTRE FOR AQUACULTURE,(RGCA) , Multi Species Aquaculture Complex(MAC), Vallarpadam post, Cochin,

Ernakulam District-682504 on or before 28-02-2022(17:00 hrs)

14. The time allowed for the completion of the work is 08 Months from the 7th day after the date of written order to commence the work and time shall be of the essence of the contract.
15. If the contractor fails to achieve completion of works within the prescribed time, then the contractor shall pay to RGCA as liquidated damage for delay of each month or part thereof, shall be at the rate of one percent, on the total value of the contract. RGCA may, without prejudice to any other method of recovery, deduct the amount of such damages from any money in his hands. The amount or deduction of such damages shall not relieve the contractor from his obligation to complete the works, or from any other of his obligations and liabilities under the contract.
16. Tenders not fulfilling any or all of the conditions prescribed or which are incomplete are liable to be rejected. The Employer reserves the right to accept or reject any tender either in whole or in part without assigning for any reason for doing so and do not accept the lowest or any Tender.
17. President, RGCA will be the final arbiter in cases of potential conflicts of interest.
18. Jurisdiction: Any dispute regarding this contract will be settled within the Jurisdiction of Ernakulam district Kerala.
19. Documents to be Submitted in offline mode:
 - a. Earnest Money Deposit in form of DD/FD/Bank Guarantee /R-T-G-S/NEFT
 - b. Tender Fees in form of DD/ R-T-G-S/NEFT
20. Documents to be submitted by Bidder for Cover-1 :Prequalification
 - a. Name of the Organization/Firm/Tenderer with Postal Address & Contact No
 - b. Valid License
 - c. Scanned copy of EMD
 - d. Experience Certificate
 - e. IT return form for past five years
 - f. Audit balance sheet for Past Five Years
 - g. GST & PAN card Details
21. Documents to be submitted by Bidder for Cover-2 :Financial Bid
 - a. Bill of Quantities
22. Covid 19 protocols should be strictly followed by the Contractor during construction work.

DIRECTOR,

RGCA

INTEGRITY PACT

To,
.....
.....

Sub: NIT No. for the work

Dear Sir,

It is here by declared that RGCA is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the RGCA.

Yours faithfully

DIRECTOR-RGCA

INTEGRITY PACT

To,

Director-RGCA

.....

.....

Sub: Submission of Tender for the work of.

Dear Sir,

I/We acknowledge that RGCA is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document. I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by RGCA. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, RGCA shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/ bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

10. To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of RGCA

INTEGRITY AGREEMENT

This Integrity Agreement is made at..... on this.....day of.....20.....

BETWEEN

Rajiv Gandhi Centre for Aquaculture,
RGCA, , (Hereinafter referred as the
(Address of Division)

'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

(Name and Address of the Individual/firm/Company)

through..... (Hereinafter referred to as the

(Details of duly authorized signatory) "Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No.....) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for(Name of work) hereinafter referred to as the "Contract".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner

(1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

(2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the

Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

1. It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

2. The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process

c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

3. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

4. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.

5. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

1.If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition

and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

2. Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

3. Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.

3. If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention s

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors.

2. The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.

3. The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/ Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, RGCA.

Article 7- Other Provisions

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the Head quarters of the Division of the Principal/Owner, who has floated the Tender.

2. Changes and supplements need to be made in writing. Side agreements have not been made.

3. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

4. Should one or several provisions of this Pact turn out to be invalid; the remainder of this P act remains valid. In this case, the parties will strive to come to an agreement to their original intensions.

5. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- LEGAL AND PRIOR RIGHTS.

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the place and date first above mentioned in the presence of following witnesses: (For and on behalf of Principal/Owner)

(For and on behalf of Bidder/Contractor)

WITNESSES:

1.....

(signature, name and address)

2.....

(signature, name and address)

Place:

Dated :

**12. Form of Earnest Money Deposit
Bank Guarantee Bond**

WHEREAS, contractor..... (Name of contractor) (hereinafter called "the contractor") has submitted his tender dated (date) for the construction of (name of work) (hereinafter called "the Tender") KNOW ALL PEOPLE by these presents that we (name of bank) having our registered office at (hereinafter called "the Bank") are bound unto (Name and division of Executive Engineer) (hereinafter called

"the Engineer-in-Charge") in the sum of Rs. (Rs. in words) for which payment well and truly to be made to the said Engineer-in-Charge the Bank binds itself, his successors and assigns by these presents. SEALED with the Common Seal of the said Bank thisday of 20... .

THE CONDITIONS of this obligation are:

(1) If after tender opening the Contractor withdraws, his tender during the period of validity of tender (including extended validity of tender) specified in the Form of Tender;

(2) If the contractor having been notified of the acceptance of his tender by the Engineer-in-Charge: (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to contractor, if required; OR

(b) fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of tender document and Instructions to contractor, We undertake to pay to the Engineer-in-Charge either up to the above amount or part thereof upon receipt of his first written demand, without the Engineer-in-Charge having to substantiates his demand, provided that in his demand the Engineer-in-Charge will note that the amount claimed by his is due to him owing to the occurrence of one or any of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date* after the deadline for submission of tender as such deadline is stated in the Instructions to contractor or as it may be extended by the Engineer-in- Charge, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE SIGNATURE OF THE BANK

WITNESS SEAL

(SIGNATURE, NAME AND ADDRESS)

*Date to be worked out on the basis of validity period of 6 months from last date of receipt of tender

13.INDENTURE FOR SECURED ADVANCES

(Referred to in paragraphs 10.2.20 and 10.2.22 of CPW A Code)

(For use in cases in which the contract is for finished work and the contractor has entered into an agreement for the execution of a certain specified quantity of work in a given time) THIS INDENTURE made the..... day of20..... BETWEEN (hereinafter called the Contractor which expression shall where the context so admits or implies be deemed to include his executors administrators and assigns) of the one part and the PRESIDENT OF INDIA (hereinafter called the President which expression shall where the context so admits or implies be deemed to include his successors in office and assigns) of the other part.

WHEREAS by an agreement dated..... (hereinafter called the said agreement) the Contractor has agreed AND WHEREAS the Contractor has applied to the President that he may be allowed advances on the security of materials absolutely belonging to him and brought by him to the site of the works the subject of the said agreement for use in the construction of such of the works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charges) AND WHEREAS the President has agreed to advance to the Contractor the sum of Rupees..... on the security of materials the quantities and other particulars of which are detailed in Accounts of Secured Advances attached to the Running Account Bill for the said works signed by the Contractor onand the President has reserved to himself the option of making any further advance or advances on the security of other materials brought by the Contractor to the site of the said works. Now THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupeeson or before the execution of these presents paid to the Contractor by the President (the receipt whereof the Contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid the Contractor doth hereby covenant and agree with the President and declare as follows: -

- (1) That the said sum of Rupeesso advanced by the President to the Contractor as aforesaid and all or any further sum or sums advanced as aforesaid shall be employed by the Contractor in or towards expediting the execution of the said works and for no other purpose whatsoever.
- (2) That the materials detailed in the said Account of Secured Advances which have been offered to and accepted by the President as security are absolutely the Contractor's own property and free from encumbrances of any kind and the contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the Contractor indemnifies the President against all claims to any materials in respect of which an advance has been made to him as aforesaid.
- (3) That the materials detailed in the said Account of Secured Advances and all other materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Divisional Officer Division (hereinafter called the Divisional Officer) and in the term of the said agreement.
- (4) That the Contractor shall make at his own cost all necessary and adequate arrangements for the proper watch, safe custody and protection against all risks of the said materials and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and on his own responsibility and shall at all times be open to inspection by the Divisional Officer or any officer authorized by him. In the event of the said materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof the Contractor will forthwith replace the same with other materials of like quality or repair and make good the same as required by the Divisional Officer.
- (5) That the said materials shall not on any account be removed from the site of the said works except with the written permission of the Divisional Officer or an officer authorised by him on that behalf.
- (6) That the advances shall be repayable in full when or before the Contractor receives payment from the President of the price payable to him for the said works under the terms and provisions of the said agreement. Provided that if any intermediate payments are made to the Contractor on account of work done than on the occasion of each such payment the President will be at liberty to make a recovery from the Contractor's bill for such payment by deducting there from the value of the said materials then actually used in the construction and in respect of which recovery has not been made previously, the value for this purpose being determined in respect of each description of materials at the rates at which the amounts of the advances made under these presents were calculated.
- (7) That if the Contractor shall at any time make any default in the performance or observance in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing to the President shall immediately on the happening of such default be repayable by the Contractor to the

President together with interest thereon at twelve per cent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs charges, damages and expenses incurred by the President in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractor and the Contractor hereby covenants and agrees with the President to repay and pay the same respectively to him accordingly.

(8) That the Contractor hereby charges all the said materials with the repayment to the President of the said sum of Rupeesand any further sum or sums advanced as aforesaid and all costs charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the powers contained therein if and whenever the covenant for payment and repayment herein before contained shall become enforceable and the money owing shall not be paid in accordance therewith the President may at any time thereafter adopt all or any of the following courses as he may deem best:-

a) Size and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion and the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as if he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor he is to pay same to the President on demand.

b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable or payable to the President under these presents and pay over the surplus (if any) to the Contractor.

c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.

(9) That except in the event of such default on the part of the Contractor as aforesaid interest on the said advance shall not be payable.

(10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been herein before expressly provided for the same shall be finally resolved as per provisions of clause 25 of the contract.

In witness whereof the saidandby the order and under the direction of the President have hereunto set their respective hands the day and year first above written. Signed, sealed and delivered by..... the said contractor in the presence of

Signature

Witness Name

Address

Signed by.....

by the order and direction of the President in the presence of

Signature

Witness Name

14.FORM OF APPLICATION BY THE CONTRACTOR FOR SEEKING EXTENSION OF TIME

1. Name of contractor
 2. Name of work as given in the agreement
 3. Agreement no
 4. Estimated amount put tender CON 297 Page 27
 5. Date of commencement of work as per agreement
 6. Period allowed for completion of work as per agreement
 7. Date of completion stipulated in agreement
 8. Period for which extension of time if has been given by authority in Schedule 'F' previously
letter no. and date Extension granted
Months Days
- (a) 1st extension.....
- (b) 2nd extension
.....
- (c) 3rd extension

(d) 4th extension

.....

(e) Total extension previously given

9. Reasons for which extension have been previously given (copies of the previous applications should be attached)

10. Period for which extension if applied for

11. Hindrances on account of which extension is applied for with dates on which hindrances occurred and the period for which these are likely to last (for causes under clause 5.2/ and 5.3).

Submitted to the Authority indicated in Schedule F With copy to the Engineer-in-charge and Sub Divisional Officer

Signature of Contractor

Dated

15. Form of Performance Security (Guarantee)

Bank Guarantee Bond-Format - I

In consideration of the President of India (hereinafter called "The Government") having offered to accept the terms and conditions of the proposed agreement between.....and (hereinafter called "the said Contractor(s)") for the work..... (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs. (Rupees only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We, (hereinafter referred to as "the Bank") hereby undertake to pay to the Government an amount not exceeding Rs. (Rupees..... Only) on demand by the Government.

2. We,(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the Government

stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee.

However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.

..... (Rupeesonly)

3. We, the said bank further undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.

4. We, (indicate the name of the 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 agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in- Charge on behalf of the Government certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We, (indicate the name of the Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. We, (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.

8. This guarantee shall be valid up tounless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged. Dated theday offor(indicate the name of the Bank)

16. BILL OF QUANTITIES

Tender Inviting Authority: MPEDA-RGCA-MAC VALLARPADAM

Name of Work: EXTENSION OF TILAPIA HATCHERY BUILDING

Sl. No.	Item Description	Item Code / DSR-2018	Quantity	Units
1	2	3	4	5
1	Earth work in excavation by mechanical means (Hydraulic excavator)/manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 sqm on plan) including getting out and disposal of excavated earth lead upto 50 m and lift upto 1.5 m, as directed by Engineer-in-charge.			
2	All kinds of soil	2.6	133.790	M3
3	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding cm in depth, consolidating each deposited layer by ramming and watering, lead up to 50 m and lift upto 1.5 m.	2.25	133.790	M3
4	CONCRETE			
4.01	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level :	4.1		
4.02	1:4:8 (1 Cement : 4 coarse sand (zone-III) : 8 graded stone aggregate 40 mm nominal size)	4.18	80.000	M3

5	Providing and laying in position specified grade of reinforced cement concrete, excluding the cost of centering, shuttering, finishing and reinforcement - All work up to plinth level :	5.1		
5.01	1: 1½:3 (1 Cement: 1½ coarse sand (zone-III) : 3 graded stone aggregate 20 mm nominal size).	5.1.2	88.649	M3
5.02	Providing and laying cement concrete in retaining walls, return walls, walls (any thickness) including attached pilasters, columns, piers, abutments, pillars, posts, struts, buttresses, string or lacing courses, parapets, coping, bed blocks, anchor blocks, plain window sills, fillets, sunken floor etc., up to floor five level, excluding the cost of centering, shuttering and finishing :	5.2		
5.03	1:1½:3 (1 cement : 1½ coarse sand (zone-III) : 3 graded stone aggregate 20 mm nominal size).	5.2.1	15.000	M3
5.04	Reinforced cement concrete work in walls (any thickness), including attached pilasters, buttresses, plinth and string courses, fillets, columns, pillars, piers, abutments, posts and struts etc. above plinth level up to floor five level, excluding cost of centering, shuttering, finishing and reinforcement :	5.3	2.000	M3
6	FORM WORK			
6.01	Centering and shuttering including strutting, propping etc. and removal of form for all heights :	5.9.		
6.02	Foundations, footings, bases of columns, etc. for mass concrete	5.9.1	39.870	M2
6.03	Suspended floors, roofs, landings, balconies and access platform	5.9.3	30.420	M2

6.04	Columns, Pillars, Piers, Abutments, Posts and Struts	5.9.6	47.300	M2
6.05	Lintels, beams, plinth beams, girders, bressumers and cantilevers	5.9.5	47.000	M2
7	CONCRETE SOLID BLOCK			
7.01	providing and fixing up to floor five level precast cement concrete solid block, including hoisting and setting in position with cement mortar 1:3 (1 cement : 3 coarse sand), cost of required centering, shuttering complete :	4.7		
7.02	1:1½:3 (1 Cement: 1½ coarse sand(zone-III) : 3 graded stone aggregate 20 mm nominal size)	4.7.1	47.390	M3
7.03	Brick work with common burnt clay machine moulded perforated bricks of class designation 12.5 conforming to IS: 2222 in superstructure above plinth level up to floor five level in cement mortar 1:6 (1 cement : 6 coarse sand) :	6.3		
7.04	With F.P.S.(non modular) bricks	6.3.1	3.000	M3
8	CEMENT PLASTER (IN COARSE SAND)			
8.01	20 mm cement plaster of mix :	13.6		
8.02	1:4 (1 cement: 4 coarse sand)	13.6.1	672.000	M2
9	STEEL REINFORCEMEN			
9.01	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete upto plinth level	5.22		
9.02	Thermo-Mechanically Treated bars of grade Fe-500D or more	5.22.6	7280.000	KG
10	ROOFING			

10.01	Providing high impact Polypropylene reinforced cement 6 mm thick corrugated sheets (as per IS: 14871) roofing up to any pitch and fixing with polymer coated J, or L hooks, bolts and nuts 8 mm dia. G.I. plain and bitumen washers or with self drilling fastener and EPDM washers etc. complete (excluding the cost of purlins, rafters and trusses), including cutting sheets to size and shape wherever required.	12.8	314.000	M2
10.02	Providing and fixing ridges and hips in fibre cement high impact polypropylene reinforced roofing with suitable fixing accessories or self drilling fastener and EPDM washer etc. complete.			
10.03	Corrugated serrated adjustable ridges	12.12.1	25.000	METRE
10.04	Structural steel work riveted, bolted or welded in built up sections, trusses and framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete.	10.2	6311.000	KG
11	Finishing walls with Acrylic Smooth exterior paint of required shade :	13.46		
11.01	New work (Two or more coat applied @ 1.67 ltr/10 sqm over and including priming coat of exterior primer applied @ 2.20 kg/10 sqm)	13.46.1	673.000	M2

12	<p>Providing and fixing aluminium work for doors, windows, ventilators and partitions with extruded built up standard tubular sections/appropriate Z sections and other sections of approved make conforming to IS: 733 and IS: 1285, fixing with dash fasteners of required dia and size, including necessary filling up the gaps at junctions, i.e. at top, bottom and sides with required EPDM rubber/ neoprene gasket etc. Aluminium sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required including cleat angle, aluminium snap beading for glazing / paneling, C.P. brass / stainless steel screws, all complete as per architectural drawings and the directions of Engineer-in-charge. (Glazing, paneling and dash fasteners to be paid for separately)</p>	21.1		
12.01	<p>For shutters of doors, windows & ventilators including providing and fixing hinges/ pivots and making provision for fixing of fittings wherever required including the cost of EPDM rubber / neoprene gasket required (Fittings shall be paid for separately)</p>	21.1.2		
12.02	<p>Anodised aluminium (anodised transparent or dyed to required shade according to IS: 1868, Minimum anodic coating of grade AC 15)</p>	21.1.2.1	400.000	KG

13	<p>Providing and fixing false ceiling at all heights with integral densified calcium silicate reinforced with fibre and natural filler false ceiling tiles of Size 595x595 mm of approved texture, design and patterns having NRC (Noise Reduction coefficient) of 0.50 (minimum) as per IS 8225:1987, Light reflectance of 85% (minimum). Non combustible as per BS:476 (part-4), fire performance as per BS:476 (part 6 &7), humidity resistance of 100%, thermal conductivity < 0.043 W/m K as per ASTM 518:1991,in true horizontal level suspended on inter locking metal T-Grid of hot dipped galvanised iron section of 0.33mm thick (galvanized @ 120 grams per sqm including both sides) comprising of main-T runners of size 24x38 mm of length 3000 mm, cross - T of size 24x32 mm of length 1200 mm and secondary intermediate cross-T of size 24x32 mm of length 600mm to form grid module of size 600 x 600 mm, suspended from ceiling using galvanised mild steel items (galvanizing @ 80 grams per sqm) i.e. 50 mm long, 8 mm outer diameter M-6 dash fasteners, 6 mm dia fully threaded hanger rod upto 1000 mm length and L-shape level adjuster of size 85x25x25x2 mm. Galvanised iron perimeter wall angle of size 24x24x0.40 mm of length 3000 mm to be fixed on periphery wall / partition with the help of plastic rawl plugs at 450 mm center to center and 40 mm long dry wall S.S screws. The work shall be carried out as per Specifications, drawing and as per directions of Engineer-in-Charge. 26.22.1 With 15 mm thick tegular edged ligh</p>	26.22		
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13.01	Providing and laying vitrified floor tiles in different sizes (thickness to be specified by the manufacturer) with water absorption less than 0.08% and conforming to IS: 15622, of approved make, in all colours and shades, laid on 20mm thick cement mortar 1:4 (1 cement : 4 coarse sand), jointing with grey cement slurry @ 3.3 kg/sqm including grouting the joints with white cement and matching pigments etc., complete.	11.37		
14	Size of Tile 600x600 mm	11.41.2	25.000	M2
14.01	Providing and fixing Ist quality ceramic glazed wall tiles conforming to IS: 15622 (thickness to be specified by the anufacturer), of approved make, in all colours, shades except burgundy, bottle green, black of any size as approved by Engineer-in-Charge, in skirting, risers of steps and dados, over 12 mm thick bed of cement mortar 1:3 (1 cement : 3 coarse sand) and jointing with grey cement slurry @ 3.3kg per sqm, including pointing in white cement mixed with pigment of matching shade complete.	1.36	75.000	M2
15	Finishing with Epoxy paint (two or more coats) at all locations prepared and applied as per manufacturer's specifications including appropriate priming coat, preparation of surface, etc. complete.	13.52	195.000	M2
16	pvc mesh for opening		225.000	M2
17	Red sand		75.000	M3

Tender Inviting Authority: MPEDA-RGCA-MAC VALLARPADAM

Name of Work: EXTENSION OF PACKING SHED

1	2	3	4	5
1	Earth work in excavation by mechanical means (Hydraulic excavator)/manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 sqm on plan) including getting out and disposal of excavated earth lead upto 50 m and lift upto 1.5 m, as directed by Engineer-in-charge.			
2	All kinds of soil	2.6	43.150	M3
3	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering, lead up to 50 m and lift upto 1.5 m.	2.25	38.450	M3
4	CONCRETE			
4.01	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level :	4.1		
4.02	1:4:8 (1 Cement : 4 coarse sand (zone-III) : 8 graded stone aggregate 40 mm nominal size)	4.18	32.384	M3
4.03	Providing and laying in position specified grade of reinforced cement concrete, excluding the cost of centering, shuttering, finishing and reinforcement - All work up to plinth level :	5.1		
4.04	1:1½:3 (1 Cement: 1½ coarse sand (zone-III) : 3 graded stone aggregate 20 mm nominal size).	5.1.2	19.780	M3

5	Providing and laying cement concrete in retaining walls, return walls, walls (any thickness) including attached pilasters, columns, piers, abutments, pillars, posts, struts, buttresses, string or lacing courses, parapets, coping, bed blocks, anchor blocks, plain window sills, fillets, sunken floor etc., up to floor five level, excluding the cost of centering, shuttering and finishing :	5.2		
5.01	1:1½:3 (1 cement : 1½ coarse sand (zone-III) : 3 graded stone aggregate 20 mm nominal size).	5.2.1	4.600	M3
6	FORM WORK			
6.01	Centering and shuttering including strutting, propping etc. and removal of form for all heights :	5.9.		
6.02	Foundations, footings, bases of columns, etc. for mass concrete	5.9.1	2.030	M2
6.03	Suspended floors, roofs, landings, balconies and access platform	5.9.3	4.000	M2
6.04	Columns, Pillars, Piers, Abutments, Posts and Struts	5.9.6	17.500	M2
6.05	Lintels, beams, plinth beams, girders, bressumers and cantilevers	5.9.5	14.200	M2
7	CONCRETE SOLID BLOCK			
7.01	providing and fixing up to floor five level precast cement concrete solid block, including hoisting and setting in position with cement mortar 1:3 (1 cement : 3 coarse sand), cost of required centering, shuttering complete :	4.7		
7.02	1:1½:3 (1 Cement: 1½ coarse sand(zone-III) : 3 graded stone aggregate 20 mm nominal size)	4.7.1	27.210	M3
7.03	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in superstructure above plinth level up to floor V level in all shapes and sizes in :			

7.04	Cement mortar 1:4 (1 cement : 4 coarse sand)	6.3.1	1.250	M3
8	CEMENT PLASTER (IN COARSE SAND)			
8.01	20 mm cement plaster of mix :	13.6		
8.02	1:4 (1 cement: 4 coarse sand)	13.6.1	278.000	M2
9	STEEL REINFORCEMEN			
9.01	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete upto plinth level	5.22		
9.02	Thermo-Mechanically Treated bars of grade Fe-500D or more	5.22.6	2186.000	KG
10	ROOFING			
10.01	Providing high impact Polypropylene reinforced cement 6 mm thick corrugated sheets (as per IS: 14871) roofing up to any pitch and fixing with polymer coated J, or L hooks, bolts and nuts 8 mm dia. G.I. plain and bitumen washers or with self drilling fastener and EPDM washers etc. complete (excluding the cost of purlins, rafters and trusses), including cutting sheets to size and shape wherever required.	12.8	96.200	M2
10.02	Providing and fixing ridges and hips in fibre cement high impact olypropylene reinforced roofing with suitable fixing accessories or self drilling fastener and EPDM washer etc. complete.			
10.03	Corrugated serrated adjustable ridges	12.12.1	9.500	METRE
10.04	Structural steel work riveted, bolted or welded in built up sections, trusses and framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete.	10.2	3500.000	KG
11	Finishing walls with Acrylic Smooth exterior paint of required shade :	13.46		
11.01	New work (Two or more coat applied @ 1.67 ltr/10 sqm over and including priming coat of exterior primer applied @ 2.20 kg/10 sqm)	13.46.1	258.000	M2

12	<p>Providing and fixing aluminium work for doors, windows, ventilators and partitions with extruded built up standard tubular sections/appropriate Z sections and other sections of approved make conforming to IS: 733 and IS: 1285, fixing with dash fasteners of required dia and size, including necessary filling up the gaps at junctions, i.e. at top, bottom and sides with required EPDM rubber/ neoprene gasket etc. Aluminium sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required including cleat angle, aluminium snap beading for glazing / paneling, C.P. brass / stainless steel screws, all complete as per architectural drawings and the directions of Engineer-in-charge. (Glazing, paneling and dash fasteners to be paid for separately)</p>	21.1		
12.01	<p>For shutters of doors, windows & ventilators including providing and fixing hinges/ pivots and making provision for fixing of fittings wherever required including the cost of EPDM rubber / neoprene gasket required (Fittings shall be paid for separately)</p>	21.1.2		
12.02	<p>Anodised aluminium (anodised transparent or dyed to required shade according to IS: 1868, Minimum anodic coating of grade AC 15)</p>	21.1.2.1	200.000	KG

13	<p>Providing and fixing false ceiling at all heights with integral densified calcium silicate reinforced with fibre and natural filler false ceiling tiles of Size 595x595 mm of approved texture, design and patterns having NRC (Noise Reduction coefficient) of 0.50 (minimum) as per IS 8225:1987, Light reflectance of 85% (minimum). Non combustible as per BS:476 (part-4), fire performance as per BS:476 (part 6 &7), humidity resistance of 100%, thermal conductivity < 0.043 W/m K as per ASTM 518:1991,in true horizontal level suspended on inter locking metal T-Grid of hot dipped galvanised iron section of 0.33mm thick (galvanized @ 120 grams per sqm including both sides) comprising of main-T runners of size 24x38 mm of length 3000 mm, cross - T of size 24x32 mm of length 1200 mm and secondary intermediate cross-T of size 24x32 mm of length 600mm to form grid module of size 600 x 600 mm, suspended from ceiling using galvanised mild steel items (galvanizing @ 80 grams per sqm) i.e. 50 mm long, 8 mm outer diameter M-6 dash fasteners, 6 mm dia fully threaded hanger rod upto 1000 mm length and L-shape level adjuster of size 85x25x25x2 mm. Galvanised iron perimeter wall angle of size 24x24x0.40 mm of length 3000 mm to be fixed on periphery wall / partition with the help of plastic rawl plugs at 450 mm center to center and 40 mm long dry wall S.S screws. The work shall be carried out as per Specifications, drawing and as per directions of Engineer-in-Charge. 26.22.1 With 15 mm thick tegular edged ligh</p>	26.22		
13.01	With 15 mm thick tegular edged light weight calcium silicate false ceiling tiles.	26.22.1	45.000	M2

14	Providing and fixing Ist quality ceramic glazed wall tiles conforming to IS: 15622 (thickness to be specified by the manufacturer), of approved make, in all colours, shades except burgundy, bottle green, black of any size as approved by Engineer-in-Charge, in skirting, risers of steps and dados, over 12 mm thick bed of cement mortar 1:3 (1 cement : 3 coarse sand) and jointing with grey cement slurry @ 3.3kg per sqm, including pointing in white cement mixed with pigment of matching shade complete.	11.37	24.300	M2
15	Finishing with Epoxy paint (two or more coats) at all locations prepared and applied as per manufacturer's specifications including appropriate priming coat, preparation of surface, etc. complete.	13.52	99.650	M2
16	Demolishing R.C.C. work manually/ by mechanical means including stacking of steel bars and disposal of unserviceable material within 50 metres lead as per direction of Engineer - in-charge	15.3	15.000	M2
17	Demolishing brick work manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in-charge.	15.7		
17.01	In cement mortar	15.7.4	15.000	M2
18	Red sand	-	35.600	M2

Name of Work: REPAIRING OF EXISTING GIFT TILAPIA HATCHERY BUILDING

Contract No: RGCA-MAC/ADMN/1/2021-22

1	2	3	4	5
1	Dismantling steel work in built up sections in angles, tees, flats and channels including all gusset plates, bolts, nuts, cutting rivets, welding etc. including dismembering and stacking within 50 metres lead.	15.18	300.000	M2
2	Dismantling roofing including ridges, hips, valleys and gutters etc., and stacking the material within 50 metres lead of:	15.28		
2.01	Asbestos sheet	15.28.2	265.000	M2
3	Structural steel work riveted, bolted or welded in built up sections, trusses and framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete.	10.2	6625.000	KG
4	Providing high impact Polypropylene reinforced cement 6 mm thick corrugated sheets (as per IS: 14871) roofing up to any pitch and fixing with polymer coated J, or L hooks, bolts and nuts 8 mm dia. G.I. plain and bitumen washers or with self drilling fastener and EPDM washers etc. complete (excluding the cost of purlins, rafters and trusses), including cutting sheets to size and shape wherever required.	12.8	265.000	M2
5	Providing and fixing ridges and hips in fibre cement high impact polypropylene reinforced roofing with suitable fixing accessories or self drilling fastener and EPDM washer etc. complete.	12.12		

5.01			25.000	RM
	Corrugated serrated adjustable ridges	12.12.1		
6	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade :	13.61		
6.01	Two or more coats on new work	13.61.1	880.000	M2

Tender Inviting Authority: MPEDA-RGCA-MAC VALLARPADAM

Name of Work: EXTENSION OF QUARANTINE SECTION

Sl. No.	Item Description	Item Code / DSR-2018	Quantity	Units
1	2	3	4	5
1	Earth work in excavation by mechanical means (Hydraulic excavator)/manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 sqm on plan) including getting out and disposal of excavated earth lead upto 50 m and lift upto 1.5 m, as directed by Engineer-in-charge.		28.000	M3
1.01	All kinds of soil	2.6		
1.02	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering, lead up to 50 m and lift upto 1.5 m.	2.25	25.000	M3
2	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level :	4.1		
2.01	1:4:8 (1 Cement : 4 coarse sand (zone-III) : 8 graded stone aggregate 40 mm nominal size)	4.1.8	10.000	M3
3	Providing and laying in position specified grade of reinforced cement concrete, excluding the cost of centering, shuttering, finishing and reinforcement - All work up to plinth level :	4.1.0		

3.01	1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size).	4.1.2	10.500	M3
4	Reinforced cement concrete work in beams, suspended floors, roofs having slope up to 15° landings, balconies, shelves, chajjas, lintels, bands, plain window sills, staircases and spiral stair cases above plinth level up to floor five level, excluding the cost of centering, shuttering, finishing and reinforcement, with 1:1.5:3 (1 cement : 1.5 coarse sand (zone-III) : 3 graded stone aggregate 20 mm nominal size).	5.3	6.000	M3
5	Centering and shuttering including strutting, propping etc. and removal of form for all heights :	5.9		
5.01	Foundations, footings, bases of columns, etc. for mass concrete	5.9.1	8.000	M2
5.02	Lintels, beams, plinth beams, girders, bressumers and cantilevers	5.9.5	12.000	M2
5.03	Columns, Pillars, Piers, Abutments, Posts and Struts	5.9.6	10.000	M2
6	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete above plinth level.	5.22		
6.01	Thermo-Mechanically Treated bars of grade Fe-500D or more.	5.22A.6	1500.000	KG
7	20 mm cement plaster of mix :	13.6		
7.01	1:4 (1 cement: 4 fine sand)	13.6.1	300.000	M2
8	Finishing walls with Acrylic Smooth exterior paint of required shade :	13.46	300.000	M2

9	Structural steel work riveted, bolted or welded in built up sections, trusses and framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete	10.2	4000.000	KG
10	Masonry of solid cement block works of size 300X200x150 in super structure above plinth level up to 2.4 height in cement mortar 1:4 (1 cement, 4 coarse sand). The rate includes providing and placing in position 2 nos of 6mm dia M/S bars at every third course of masonry work	4.7	18.000	M3
11	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in superstructure above plinth level up to floor V level in all shapes and sizes in :	6.1		
11.01	Cement mortar 1:4 (1 cement : 4 coarse sand)	6.1.1	3.000	M3
12	ROOFING	8.31		
12.01	Providing high impact Polypropylene reinforced cement 6 mm thick corrugated sheets (as per IS: 14871) roofing up to any pitch and fixing with polymer coated J, or L hooks, bolts and nuts 8 mm dia. G.I. plain and bitumen washers or with self drilling fastener and EPDM washers etc. complete (excluding the cost of purlins, rafters and trusses), including cutting sheets to size and shape wherever required.	12.8	110.000	M2
12.02	Providing and fixing ridges and hips in fibre cement high impact polypropylene reinforced roofing with suitable fixing accessories or self drilling fastener and EPDM washer etc. complete.	12.12.1		
12.04	Corrugated serrated adjustable ridges		15.000	METRE

13	<p>Providing and fixing aluminium work for doors, windows, ventilators and partitions with extruded built up standard tubular sections/ appropriate Z sections and other sections of approved make conforming to IS: 733 and IS: 1285, fixing with dash fasteners of required dia and size, including necessary filling up the gaps at junctions, i.e. at top, bottom and sides with required EPDM rubber/ neoprene gasket etc. Aluminium sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required including cleat angle, Aluminium snap beading for glazing / paneling, C.P. brass / stainless steel screws, all complete as per architectural drawings and the directions of Engineer-in-charge. (Glazing, paneling and dash fasteners to be paid for separately) :</p>	21.1		
13.01	Polyester powder coated aluminium (minimum thickness of polyester powder coating 50 micron)	21.1.1.3	50.000	KG

Tender Inviting Authority: MPEDA-RGCA-MAC VALLARPADAM

Name of Work: MODIFICATION AND EXTENSION OF AADD LAB

Contract No: RGCA-MAC/ADMN/1/2021-22

Sl. No.	Item Description	Item Code / DSR-2018	Quantity	Units
1	Earth work in excavation by mechanical means (Hydraulic excavator)/manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 sqm on plan) including getting out and disposal of excavated earth lead upto 50 m and lift upto 1.5 m, as directed by Engineer-in-charge.			
1.01	All kinds of soil	2.6	10.750	M3
2	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering, lead up to 50 m and lift upto 1.5 m.	2.25	11.750	M3

3	CONCRETE			
3.01	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level :	4.1		
3.02	1:4:8 (1 Cement : 4 coarse sand (zone-III) : 8 graded stone aggregate 40 mm nominal size)	4.1.8	4.500	M3
4	Providing and laying in position specified grade of reinforced cement concrete, excluding the cost of centering, shuttering, finishing and reinforcement - All work up to plinth level :	5.1		
4.01	1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20mm nominal size).	5.1.3	7.000	M3
4.02	Reinforced cement concrete work in walls (any thickness), including attached pilasters, buttresses, plinth and string courses, fillets, columns, pillars, piers, abutments, posts and struts etc. above plinth level up to floor five	5.2		

	level, excluding cost of centering, shuttering, finishing and reinforcement :			
4.03	1:1.5:3 (1 cement : 1.5 coarse sand (zone-III) : 3 graded stone aggregate 20 mm nominal size).	5.2.2	3.500	M3
4.04	Reinforced cement concrete work in beams, suspended floors, roofs having slope up to 15° landings, balconies, shelves, chajjas, lintels, bands, plain window sills, staircases and spiral stair cases above plinth level up to floor five level, excluding the cost of centering, shuttering, finishing and reinforcement with 1:1.5:3 (1 cement : 1.5 coarse sand(zone-III) derived from natural sources : 3 graded stone aggregate 20 mm nominal size derived from natural sources).	5.3	1.500	M3
5	FORM WORK			

5.01	Centering and shuttering including strutting, propping etc. and removal of form for all heights :			
5.02	Foundations, footings, bases of columns, etc. for mass concrete	5.9.1	10.400	M2
5.03	Columns, Pillars, Piers, Abutments, Posts and Struts	5.9.6	7.200	M2
5.04	Suspended floors, roofs, landings, balconies and access platform	5.9.3	10.400	M2
5.05	Lintels, beams, plinth beams, girders, bressumers and cantilevers	5.9.5	7.200	M2
6	CONCRETE SOLID BLOCK			
6.01	providing and fixing up to floor five level precast cement concrete solid block, including hoisting and setting in position with cement mortar 1:3 (1 cement : 3 coarse sand), cost of required centering, shuttering complete :	4.7.1	10.000	M3
6.02	Brick work with common burnt clay F.P.S. (non modular) bricks of	6.4	4.000	M3

	class designation 7.5 in superstructure above plinth level up to floor V level in all shapes and sizes in :			
6.03	Half brick masonry with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in superstructure above plinth level up to floor V level	6.13	2.000	M3
7	CEMENT PLASTER (IN COARSE SAND)			
7.01	15 mm cement plaster on rough side of single or half brick wall finished with a floating coat of neat cement of mix :1:4 (1 cement: 4 fine sand)	13.8		
7.02	1:4 (1 cement: 4 coarse sand)	13.8.1	60.000	M2
8	STEEL REINFORCEMEN			
8.01	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete upto plinth level	5.22		
8.02	Thermo- Mechanically Treated bars of	5.22.6	75.000	KG

	grade Fe-500D or more			
8.03	Structural steel work riveted, bolted or welded in built up sections, trusses and framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete.	10.1	200.000	KG
9	Finishing walls with Acrylic Smooth exterior paint of required shade :	13.46		
9.01	New work (Two or more coat applied @ 1.67 ltr/10 sqm over and including priming coat of exterior primer applied @ 2.20 kg/10 sqm)	13.46. 1	215.000	M2

10	<p>Providing and fixing aluminium work for doors, windows, ventilators and partitions with extruded built up standard tubular sections/appropriate Z sections and other sections of approved make conforming to IS: 733 and IS: 1285, fixing with dash fasteners of required dia and size, including necessary filling up the gaps at junctions, i.e. at top, bottom and sides with required EPDM rubber/neoprene gasket etc. Aluminium sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required including cleat angle, aluminium snap beading for glazing / paneling, C.P. brass / stainless steel screws, all complete as per architectural drawings and the directions of Engineer-in-charge. (Glazing,</p>	21.1		
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	paneling and dash fasteners to be paid for separately)			
10.0 1	Anodised aluminium (anodised transparent or dyed to required shade according to IS: 1868, Minimum anodic coating of grade AC 15)	21.1.1 .2	50.000	KG
11	For shutters of doors, windows & ventilators including providing and fixing hinges/ pivots and making provision for fixing of fittings wherever required including the cost of EPDM rubber / neoprene gasket required (Fittings shall be paid for separately)	21.1.2		

11.0 1	Anodised aluminium (anodised transparent or dyed to required shade according to IS: 1868, Minimum anodic coating of grade AC 15)	21.1.2 .2	15.000	KG
12	Providing and fixing 1st quality ceramic glazed floor tiles conforming to IS : 15622 (thickness to be specified by the manufacturer) of approved make in all colours, shades except burgundy, bottle green, black of any size as approved by Engineer-in-Charge in skirting, risers of steps and dados over 12 mm thick bed of cement Mortar 1:3 (1 cement: 3 coarse sand) and jointing with grey cement slurry @ 3.3kg per sqm including pointing in white cement mixed with pigment of matching shade complete.	11.37	18.000	M2
13	Making the opening in brick masonry including dismantling in floor or walls by cutting masonry and making good	15.7		

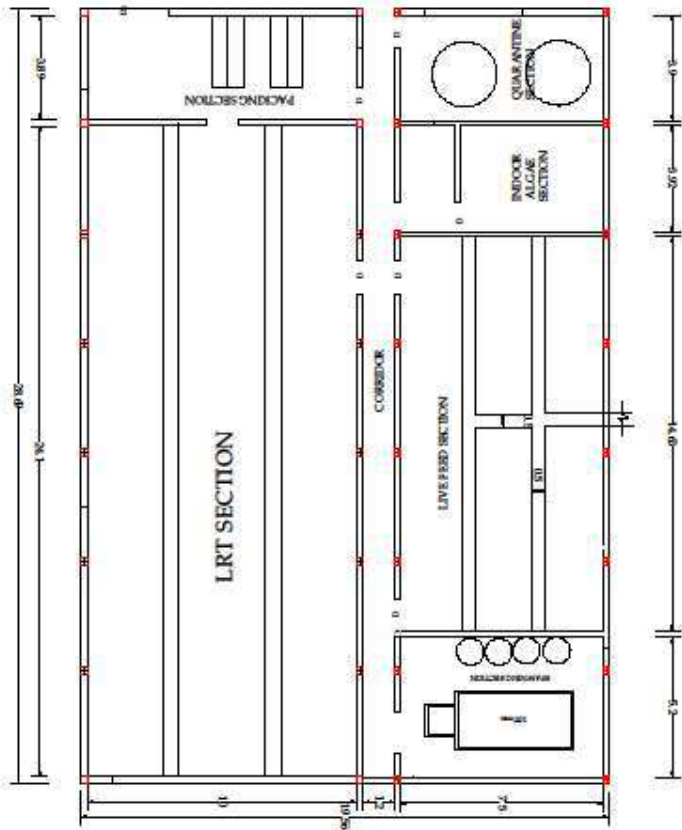
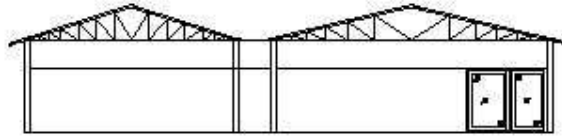
	the damages to walls, flooring and jambs complete, to match existing surface i/c disposal of mulba/ rubbish to the nearest municipal dumping ground, all complete as per directions of Engineer-In-Charg			
13.0 1	demolishing shelves	15.7.4	8.000	M2
14	Providing high impact Polypropylene reinforced cement 6 mm thick corrugated sheets (as per IS: 14871) roofing up to any pitch and fixing with polymer coated J, or L hooks, bolts and nuts 8 mm dia. G.I. plain and bitumen washers or with self drilling fastener and EPDM washers etc. complete (excluding the cost of purlins, rafters and trusses), including cutting sheets to size and shape wherever required.	11	7.500	M2
15	Dismantling doors, windows and clerestory windows (steel or wood) shutter including	-	35.600	M2

chowkhats,
architrave,
holdfasts etc.
complete and
stacking within 50
metres lead :

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17. Drawings

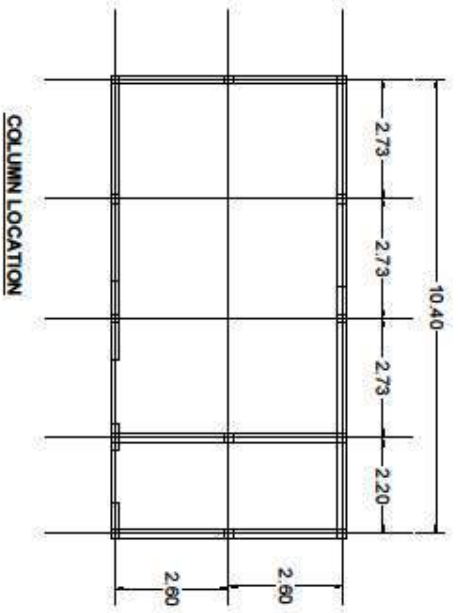
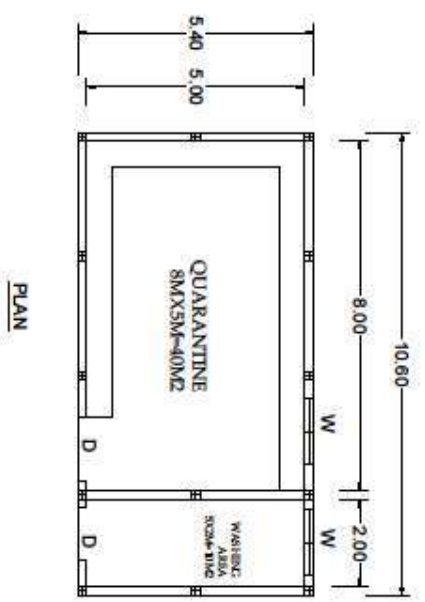
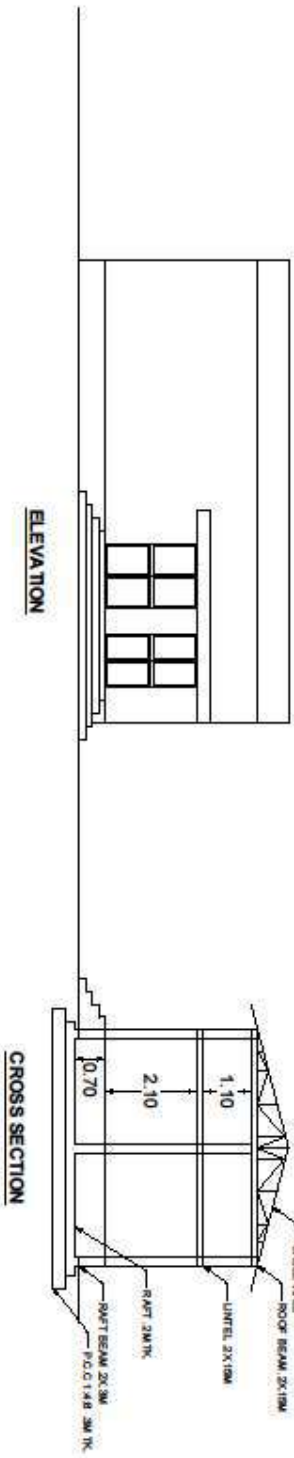
MODIFICATION AND EXTENSION OF HATCHERY BUILDING AT MAC PROJECT - KOCHI



MODIFICATION
BUILDING AREA-214M2

EXTENSION BUILDING AREA -347M2

PROPOSED CONSTRUCTION OF QUARANTINE SECTION AT MAC - PROJECT AT KOCHI,



ALL DIMENSION ARE IN METER

18. Pre-Qualification Form

Particulars to be furnished for the purpose of provisional pre-qualification

1	Name of the Organization/Firm/Tenderer	:	
2	Postal Address & Contact No.	:	
3	Address of Registered / Main Office	:	
4	Date of establishment	:	
5	Status of the Firm (enclose proof) - (Whether Private Ltd./Public Ltd./Proprietorship/Partnership))	:	
6	Name of Director/Partners/Proprietor i) ii) iii)	:	
7	Whether registered with Registrar of Companies / Registrar of Firms. If so, mention number and date. (Copy to be enclosed)	:	
8	Whether registered for GST. If so, mention number date. Furnish also copies of GST Clearance Certificate.	:	
9	Whether an assessee of Income Tax. If so, mention Permanent Account Number. Furnish copies of Income Tax clearance Certificate.	:	
10	Details of Contract License a. Licence No b. Vaild up to	:	

11	Furnish copies of audited balance sheet and Profit & Loss Account (audited) for the last five years.	:	
12	Financial resource of the Firm i) a. Paid up capital b. Working capital c. Average annual financial turn over for the last three years	:	
ii)	Capacity to submit performance guarantees and security deposits.	:	
iii)	Whether any bank guarantee/security was invoked as a penalty measure in non-compliance of any assumed work in the last 10 years. Furnish details.	:	
13	If you are registered in the panel of other Organizations / Statutory bodies, Banks etc., furnish their names, category and date of registration. (Copy to be enclosed)	:	i) ii)
14	What are your fields of activities? Mention the fields on preference basis.	:	i) ii)
15	Detailed description and value of similar works done during last 5 years including Cost, Time Period, & Department/ Organization. (Supporting documents like Work Order , Completion Certificate etc. to be attached attested by a Govt Officer)	:	
16	Furnish the names of three responsible persons who will be in a position to certify about the quality as well as past performance of your Organization.	:	i) ii) iii)
17	Have you had any Legal / Arbitration / proceedings instituted in connection with works carried out by you? If so furnished details.	:	
18	Furnish photographs of important Projects carried out, if available	:	

19	List of subsidiary companies or supporting companies if any connected with your firm		
20	Service Tax Number		
21	PF A/C number		
22	ESI Number		
23	Any other particulars the Organization / Firm / Applicator wish to furnish.	:	
25	Authorized contact person of your firm.		

LIST OF APPROVED MAKES

S.No	Description of work	Approved Make
1	Steel Reinforcement	TATA, VIZAG, TULSIAN, JINDAL, SAIL
2	Cement	Ramco opc , Chetnad, ultratech, BIRLA, ACC, JSW, Zuari
3	White/colour Glazed tiles	1 st Quality tiles of Johnson, Somany, Orient and kajaria, Asian, Nitco
4	Steel doors, windows, and Ventilators	Agew, Sowmya metal, Diana Madhu Industries.
5	Aluminum doors	Indal/Jindal.
8	Structural steel epoxy paints	Asian , Shalimar
9	Verified Tiles	Nitco,somany,Johnson, Kajaria, Naveen, Euro,Bell, Asian
10	Paints and distempers	Jenson and Nicholson paints, ICI, Asian, Berger and Nerolac, Nipon
11	Enamel paint	Asian, berger, Nipon and Shalimar