



REF. No.: **NIT No. NFL / PT / CIVIL / 814 DATED: 26.02.2024**

**DUE DATE FOR RECEIPT OF TENDERS : 28.03.2024 UPTO 15.00 HRS.**

**DUE DATE OF OPENING OF TENDERS: 28.03.2024 UPTO 15.30 HRS.**

# **NATIONAL FERTILIZERS LIMITED**

## **TENDER DOCUMENT FOR**

**“Repair of path around final pond”**

**AT PANIPAT FOR**

**PANIPAT FERTILIZERS FACTORY**

**National Fertilizers Limited**

**Regd. Office : Scope Complex,  
Core-III, 7, Institutional Area,  
Lodhi Road, New Delhi - 110003**

**Price ₹ 250.00**

**National Fertilizers Limited**

**GOHANA ROAD, PANIPAT-132106**

**ISSUED TO:**

M/s .....

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**NATIONAL FERTILIZERS LIMITED**  
**I N D E X**  
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## SECTION –1

### DEFINITION

- 1.0.0.0 The following expression hereunder and elsewhere in the contract documents used shall unless repugnant to the subject or context thereof, have the following meanings hereunder respectively assigned to them namely.
- 1.0.1.0 The “Owner” shall mean National Fertilizer Limited a company incorporated in India and having its registered office at Scope Complex, Core-III, 7, Institutional Area, Lodhi Road, New Delhi-110003 and shall include its successors and assigns.
- 1.0.2.0 The “Contractor” shall mean the tenderer selected by the Owner for the performance of the work and shall include the successors and permitted assigns of the contractor.
- 1.0.3.0 The “Project” shall mean the Fertilizers Project of the Owner at Panipat.
- 1.0.4.0 The “Engineer-in-charge” shall mean the Engineer for the time being nominated by the Owner for the purpose of the contract or any work covered thereunder. The Engineer-in-charge will exercise all the powers of the owner under this contract.
- 1.0.5.0 The “Site Engineer” shall mean the Engineer(s) for the time being designated by the Engineer-in-charge as Site Engineer for the work to be performed by the Contractor at any and or all job site.
- 1.0.6.0 The “Job Site” shall mean any site at which the work is to be performed by the Contractor, and shall include a part of portion of the job site.
- 1.0.7.0 The “Work” and “Scope of Work” shall mean the totality of the work by expression or impression or implication envisaged in the contract and shall include all material, equipment and labour required for or relative or incidental to or in connection with the commencement, performance or completion of any work and/or for incorporation in the works.
- 1.0.8.0 The “Works” shall mean the product(s) of the work.
- 1.0.9.0 The “Contract” shall mean the totality of the agreement between the parties as derived from the Contract Documents.
- 1.0.10.0 The “Contract Documents” shall mean the contract documents as defined in the Article 1 of the form of Contract.
- 1.0.11.0 The “Specification(s)” shall mean the various specifications as set out in the specifications forming part of the tender documents and as referred to and derived from the contract any order(s) or instruction(s) thereunder, and in the absence of any specifications as aforesaid covering any particular work or part or portion thereof shall mean the relevant Indian Standard Institution Specifications for or relative to the particular work or part thereof and in the absence of any Indian Standard Institution Specification covering the relative work or part or portion thereof shall mean the standards or specifications of any other country applied in India as a matter of standard engineering practice and approved in writing by the Engineer-in-charge or site Engineer with or without modifications.
- 1.0.12.0 “Order” and “Instruction” shall respectively mean any written order or instruction given by the Engineer-in-charge or Site Engineer within the scope of their respective powers in terms of the contract.
- 1.0.13.0 “Plans” and “Drawings” shall mean maps, plans tracing and prints forming part of the tender documents and any details or working drawings, amendments, and/or modifications thereof approved in writing, by the Engineer-in-charge Site Engineer or any agency notified by the Engineer-in-charge to the Contractor for the purpose and shall include any other drawings or plans in connection with the work as may from time to time be furnished by or approved in writing by the Engineer-in-charge or Site Engineer or any other agency nominated by the Engineer-in-charge in this behalf in connection with the work.
- 1.0.14.0 “Final Test Certificate” shall mean the Final Test Certificate issued by the Owner within the provisions of clause 5.2.0.0 thereof 5.3.0.0 hereof.
- 1.0.15.0 “Completion Certificate” shall mean the Completion Certificate be issued by the Engineer-in-charge within the provisions of Clause 5.3.0.0 hereof.
- 1.0.16.0 “Final Certificate” shall mean the final certificate issued by the Engineer-in-charge within the provisions of Clause 6.8.0.0 thereof.
- 1.0.17.0 “Acceptance of tender” shall mean the Acceptance of Tender issued by the Owner to the Contractor.
- 1.0.18.0 The “Total Contract Value” shall upto calculation of the entire remuneration due to the contract on successful completion of the work mean the total contract value as specified in the acceptance of Tender, and after calculation of the entire remuneration due to the contractor under the contract on successful completion of the work shall mean the totality of such remuneration.
- 1.0.19.0 “Progress Schedule” shall mean the Progress schedule as defined in Clause 4.3.4.0 hereof read with Clause 4.3.9.0 hereof and shall in the event of separate Progress schedules being prepared for Separate Job sites and or groups of work, include each of such Progress Schedules.

- 1.0.20.0 “Running Account Bill” shall mean a Bill for payment of “on account” moneys to the contractor in terms of Clause 6.4.1.0 hereof and associated clause thereunder.
- 1.0.21.0 “Security Deposit” shall mean the Security Deposit as specified in Clause 2.1.0.0 hereof and associated clause thereunder.
- 1.0.22.0 “Schedule of Rates” shall mean the Schedule of Rates annexed to the Acceptance of Tender and shall include any remuneration payable to the contractor for any work, determined in accordance with the conditions herein.
- 1.0.23.0 “Notified Claim” shall mean a claim of the Contractor notified in accordance with the provisions of Clause 6.6.10 hereof.
- 1.0.24.0 “Tender Documents” shall mean the Tender Documents specified in the General Instruction of tenderer.
- 1.0.25.0 “Agreed Variation” shall mean the statement of Agreed Variation annexed to the Acceptance of Tender or a further Amendment annexed to the Contract forming part thereof.
- 1.0.26.0 “Defect Liability Period” shall mean the defect liability period as specified in the Contract.

**1.1.0.0 MASCULINE GENDER**

- 1.1.1.0 All headings of the Clause in these General Conditions of Contract or otherwise in any Contract document are intended solely for the purpose of giving a broad indication of the contents of the Clause and not as Summary of the contents thereof.
- 1.1.2.0 Unless otherwise specifically stated, the masculine gender shall include the feminine and neutral genders and vice versa and the singular shall include the plural and vice versa.

## **SECTION – 2**

### **GENERAL**

#### **2.0.0.0 INTERPRETATION OF CONTRACT DOCUMENTS**

2.0.1.0 The several “Contract documents forming the contract are to be read together as a whole and are to be taken as mutually explanatory.

2.0.1.1 Should thereby and doubt or ambiguity in the interpretation of the contract document or error, omission or contradiction there in or in any of them, the Contractor shall prior to commencing the relative work, apply in writing to the Engineer-in-charge for his decision in resolution of the doubt, ambiguity or contradiction or correction of the error or omission, as the case may be should the Contractor fail to apply to the Engineer-in-Charge for his decision as aforesaid prior to commencing the relative work, the contractor shall perform said work at his own risks and the provisions of clause 2.0.1.4 hereof shall apply to any such works performed by the contract.

2.0.1.2 Notwithstanding any thing provided in clause 2.0.1.1 hereof above the contractor may at any time prior to, during or after the execution of work or any part thereof (if the contractor has failed to make an application as provided for in clause 2.0.1.1) apply to the Engineer-in-charge in writing for his decision in resolution if any doubt, ambiguity or contradiction in the contract documents or any of them or the correction of any error or omission therein, as the case may be.

2.0.1.3 The decision of the Engineer-in-charge on any application under clause 2.0.1.1 or clause 2.0.1.2 hereof shall be in writing and shall be final and binding upon the contractor and shall form part of the contract documents, with the intent that the contract documents shall be read as though the said decision is and was at all times incorporated therein.

2.0.1.4 In the event of the contractor having already performed or executed any work at variance with the decision of the Engineer-in-charge as aforesaid, then notwithstanding payment in respect of such work(s) having been made deemed to be a defective work and the provisions of clause 5.1.5.0 hereof and associated clause thereunder shall apply thereto.

2.0.2.0 Any work shown, indicated or included in the job description, Plans, Drawings specifications and/or schedule of Rates shall be deemed to form part of the work notwithstanding failure to show indicated or include such work in any other or others among the documents aforesaid, with the intent that the indication or inclusion of the work within any one of the said documents shall be deemed to be a sufficient indication or inclusion of the work within the work covered by the contract.

2.0.3.0 No verbal agreement, assurance representations or under standing given by any employee or office of the owner or so understood by the contractor, whether given or understood before or after the execution of the contract, shall anyway bind the owner or alter the contract documents unless specifically given in writing and signed by the Engineer-in-charge on behalf of the owner and given as an agreed variation to the relative terms in the contract documents.

2.0.4.0 Clause headings given in this or any other Contract Document are intended only, as a general guide for convenience in reading and segregating the general subject of the various clauses, but do not form part of Contract Documents with the intent that clause heading shall not govern the meaning or importance of the Clauses there under appearing or confine or otherwise affect the interpretation thereof.

2.0.5.0 The owner may, as a measure of convenience to the Contractor furnish Hindi or any others Vernacular translations of the several Contract Documents or any of them. Such translations shall however, not any wise operate as the contract between the parties or regulate upon the terms and conditions of the Contract Documents, with the intention that all rights and obligations of the parties in terms of the Contract Documents, and any reference to the Contract or Contract documents or any of them shall be deemed the rights and obligations arising out of the Contract Documents or any of them as written in English, and non-claim dispute, difference or other objection will lie or will be entertained by the owner on account of any difference in the import or interpretation between any provision contained in the Hindi and/or Vernacular translation of the Contract Document or any of them and the Contract Documents in English.

#### **2.1.0.0 SECURITY DEPOSIT**

2.1.1.0 The Contractor shall furnish security deposit in the amount equivalent to 10% (ten percent) of the total contract value as specified for the purpose of security deposit in the Acceptance of tender/Such as security deposit to be held by the owner as security for the due performance of the Contractor’s obligations under the contract.

2.1.1.1 The security deposit shall be made up of the Earnest Money accompanying the tender, and the initial Security Deposit and the retention moneys as herein after provided for.

2.1.2.0 **Initial Security Deposit** : The Contractor shall within 10 (ten days) of receipt of Acceptance of Tender, deposit initial security deposit in a sum which together with the amount of earnest money deposited by the Contractor at the time of tender, shall make 2 ½% (two and a half percent) of the total contract value as specified in the Acceptance of Tender for the purpose of Security Deposit by any or more of the following modes namely

- i) By payment D.D. only collection/operation of the deposit by the Owner or
- ii) By fixed deposit with a nationalized/Schedule Bank entitling
- iii) By a Bank Guarantee in the prescribed form as indicated in General data, or
- iv) By deposit of Government Security endorsed by the public Deptt. office of the Reserve Bank of India and enfaced for payment at the Treasury office nearest to the job site in favour of the Owner.
- v) Provided that the contractor may at any time subsequent to the deposit of the Initial Security Deposit in any of the mode afore- said with the prior permission of the Owner convert or substitute the balance of the Initial. Security Deposit for the time being remaining unutilized in the hands of the owner, from any one form/mode aforesaid to any of the other form/modes as aforesaid.

2.1.3.0 **Retention Moneys** : The balance 7 ½% (seven and a half percent) of the Security Deposit shall be made up by deduction from the contractor's bills (in addition to any other deduction therefrom in terms of the contract provided for or otherwise agreed to).

2.1.4.0 In the event of the security deposit furnished as aforesaid being found at any time to be less than 10% (ten percent) of the total contract value as specified for the security deposit in the acceptance of tender by adjustment or otherwise, the contractor shall within 10 (ten) days of being required to do so by the Owner, furnish further security deposit in the form indicated in clause 2.1.2.0 hereof, sufficient to make good the short-fall, with a right in the owner (without prejudice to any other mode of recovery to apply any moneys for time being due or becoming due to the contractor to make good such shortfall.

2.1.5.0 The unutilized balance of the security deposit for the time being remaining in the hands of Owner shall be free of the liability of interest the contractor. Provided that and subject to the other provisions hereof and of the contract documents any interest received by the owner on any Government Securities of Fixed Deposits transferred to the owner in terms hereof, shall be credited to the account of the Contractor.

2.1.6.0 Upon determination of the contractor prior to completion of the work(s) for any cause, the Owner shall refund to the contractor unutilized balance of the security deposit, if any, for the time being remaining in the hands of the Owner after settlement of accounts and discharge of all amounts due from the Contractor to the Owner and fulfillment of all obligations of the Contractor.

## 2.2.0.0 **PLANS & DRAWINGS TO BE FURNISHED BY OWNER**

2.2.1.0 Plans and drawings forming part of the tender documents shall constitute only a General guidance to enable the contractor to visualize the work contemplated under the Contract. Detailed working plans and drawings, (if any) required to be furnished by the owner for the actual execution of the work, shall be furnished from time to time as and when required, during the progress of the work.

2.2.1.1 It shall be the exclusive responsibility of the Contractor to call upon the owner for and pursue and obtain detailed plans and drawings required by the Contractor from the Owner for the proper execution of the work or any particular item or job therein as and when required, sufficiently in advance of the stage of the progress of the work for which the detailed plans and drawings shall be required and any failure by the Contractor to do so shall be entirely at the risks and costs of the Contractor and shall not constitute a ground for the extension of time, unless the owner shall fail to provide the contractor the requisite plans/drawings within 15 (fifteen\_ days of receipt of written notice by the Contractor to the Engineer-in-charge for the supply thereof, in which event the provisions of Clause 4.3.5.0 hereof with respect to the extension of time and clauses related thereto shall apply.

2.2.2.0 The contractor shall carefully study the detailed plans drawings supplied to him in conjunction with all other connected plans/drawings and other contract documents and shall bring to the notice of the Engineer-in-charge for clarification/correction on any ambiguity, error, discrepancy, contradiction, or omission there in prior to the execution of the related work(s) and the provisions of Clause 2.0.1.3 there of shall mutates mutandis apply to such clarification of correction.

2.2.2.1 Any work performed by the Contractor in absence of such clarification/correction, shall be at the Contractor's risks and responsibility and the provisions of Clauses 5.1.5.0 hereof and associated Clauses thereunder with respect to defective works shall apply thereto.



2.2.3.0 Notwithstanding anything to the contrary in the contract documents expressed or implied and notwithstanding the absence of any ambiguity, error, discrepancy, contradiction or omission in the plans/drawing as aforesaid, the owner shall be entitled at any time before or during execution of the related work(s) to amend/modify or alter any (plans) drawing(s) furnished to the Contractor by the owner and the Contractor shall thereafter perform and/or continue to perform the related work(s) according to the amended/modified/alterd plans/drawings without entitlement to any extra remuneration and should be Contractor thereafter execute any relative work(s) at variance therewith (notwithstanding that the Contractor shall have already been made any payment in respect thereof, the provisions of Clause 5.1.5.0 hereof and associated clauses thereunder relating to defective works shall apply thereto provided that if any such amendment/modification/alteration shall in the opinion of the Contractor, necessitate an extension of time for completion of the provision of Clause 4.3.5.0 hereof and Clauses related thereto shall apply.

2.2.4.0 Copies of all plans and drawings relating to the work(s) shall be kept and maintained at the Contractor's office at the site and shall be made available to the Engineer-in-charge and Site Engineer for inspection or reference at any time during the execution of work.

2.2.5.0 All plans and drawings furnished by the owner to the Contractor shall be and remain the property of the owner and shall be returned by the Contractor the Owner on the completion of the work(s) or prior determination of the Contract.

2.3.0.0 **BLANK**

2.4.0.0 **ALTERATIONS IN DESIGNS PLANS, DRAWINGS, SPECIFICATION ORDERS & INSTRUCTIONS**

2.4.1.0 In addition to the provision of Clause 2.2.0.0 and associated Clauses thereunder, the Engineer-in-charge and/or Site Engineer shall have the power by written notice to the Contractor at any time prior to or in the course of the execution of the works and any part thereof to alter or amend the specifications, orders and or instructions or any of them by addition, omission, substitution or otherwise howsoever with or without altering or amending the plans, drawings and/or designs and the Contractor shall carry out the work or the related work in accordance with such altered specifications, orders, instructions, plans, drawings and/or designs as the case may be, on the same terms and conditions in all respects subject to the provisions of Clause 2.4.1.2.

2.4.1.1 If such alteration or amendment shall, in the opinion of the Contractor necessitate an extension in the time for completion, the provision of Clause 4.3.5.0 hereof and related Clauses with regards to the extension of time shall apply.

2.4.1.2 If such alteration or amendment shall, in the opinion of the Engineer-in-charge (whose opinion in this behalf shall be final and binding upon the Contractor) necessitate the performance work not covered by the Schedule of Rates, the remuneration for such work or portion of item thereof not covered by the schedule of rates shall be determined for the additional, altered in the following manner

- (a) If the rates for the additional, altered or substituted work are specified in the contract for the contractor is bound to carry not 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 clause of work as are specified in the contract for the work
- (c) If the altered, additional or substituted work includes any work for which neither rate is specified in the contract for the work nor it can be derived from the similar class of work in the contract then such work shall be carried out at the rates entered in CPWD's, DSR latest, as applicable for building work and CPWD's DSR latest, as applicable for Electrical works with up-to-date correction slips minus plus percentage which the total tendered amount bears to the estimated cost of the entire work put tender.
- (d) If the rates for the altered, additional or substituted work cannot be determined in the manner specified in sub-clause (a) to (c) above, then contractor shall within 7 days of the date of receipt of order or carry out work, inform the Engineer-in-charge of the rate which, it is his intention to charge for such class of work, supported by analysis of the rate or rates claimed and the Engineer-in-charge shall determine the rates or rates on the basis of the prevailing market rates, labour cost at schedule of labour plus 10% (ten percent) to cover contractor's supervision overheads and profit and pay the contractor accordingly. The opinion of the Engineer-in-charge as to current market rates of materials and the quantum of labour involved per unit of the measurement will be final and binding on the contractor.

2.4.1.3 The composite unit rates (s) for any work determined in accordance with the provision of Clause 2.4.1.2 above shall for the purpose of contract with effect from such determination be deemed to be included with the schedule of rates.

2.4.2.0 The contractor shall not be entitled for any compensation in addition to the payment for the work actually performed by the contractor calculated on the basis of the schedule of rates(s) or as provided for in clause 2.4.1.2 here of, as the case may be, as a result of any amendment or variation in the specification, orders, instruction, plans designs, or drawings, notwithstanding that such alterations variation(s) may have resulted in a reduction/ increase of the total quantum or value of the work involved under the contract, PROVIDED that if as a consequence of such amendment/variation the work actually performed by the Contractor and valued on finalization of all dues to the Contractor under the contract shall be less/more by 25%(twenty five percent) of the total contract value as specified for the purpose of security deposition in the letter of acceptance; then the provision of Clause 2.7.3.1. hereof shall apply in respect of damages/profit whatsoever consequent upon the amendment or variation.

#### 2.5.0.0 **ALTERATION IN THE SCOPE OF WORK**

2.5.1.0 The owner may at any time (s) before or after the commencement of the work by notice in writing issued to the Contractor alter the scope of work by increasing or reducing the jobs required to be done by the contractor or by adding thereto or omitting there from any specific job or operations or by substituting any existing jobs operations with other jobs and or operations, or by requiring the Contractor to perform any extra works in or about the job site and upon receipt of such notice the contractor shall execute the job (s) as required within the altered scope of work.

2.5.2.0 If any alteration in the scope of work shall, in opinion of the Contractor, necessitate any extension in the time for completion the provisions of Clause 4.3.5.0 hereof and associated Clauses with regard to the extension of time shall apply.

2.5.3.0 If such alteration shall in the opinion of the Engineer-in-charge whose opinion in this behalf shall be final and binding upon the Contractor necessitate the performance of any work not covered by the Schedule of Rates, the remuneration for such work or portion or item thereof not covered by Schedule of Rates shall be determined in accordance with the provisions of Clause 2.4.1.2 thereof.

2.5.4.0 The Contractor shall be entitled to any compensation in addition to the payment for the work actually performed by the Contractor calculated on the basis of the Schedule Rates or as provided in Clause 2.4.1.3 hereof as the case may be, as a result of any alteration in the scope of work notwithstanding that such alteration may have resulted in a reduction/ increase in the total quantities or value of the work involved, provided that if as a consequence of such alteration the total contract value for the completed works on finalization and settlement of all dues to the Contractor under the contract shall be less/more by 25% (Twentyfive percent) on the total contract value as specified for the purpose of Security Deposit in the Acceptance of Tender, then the provision of Clause 2.7.3.1 hereof shall apply in respect of the damages/profit which the contractor may have anticipated on the execution of the work upto the total contract value specified as aforesaid in the Acceptance of Tender.

#### 2.6.0.0 **QUANTITIES OF WORK**

2.6.1.0 The quantities of work stated in the Form of Schedule of Rates do not form part of the contract and the owner assumes no responsibility for the correctness thereof and the owner shall not be liable for any increase or decrease in the actual quantities of work effected within the scope of work, nor shall such increase or decrease in the actual quantities form the basis of any alteration of rates quoted and accepted or for any claim for additional compensation damages or loss of profits or otherwise with the intent that the Contractor shall notwithstanding the quantities mentioned in the Form of Schedule of Rates only be entitled to payment in respect of actual quantities of work performed in terms of the Contract and measured in the Final Measurement notwithstanding the percentage of increase or shortfall in such quantities and notwithstanding that the total contract value for the completed work on finalization of all dues to the Contractor under the Contract shall be less/more by 25% (twenty five percent) of the total contract value as specified for the purpose of security deposit in the Acceptance of Tender.

#### 2.7.0.0 **CANCELLATION OF CONTRACT**

2.7.1.0 The Owner shall be entitled at any time at its discretion to cancel the contract if, in the opinion of the owner, the cessation of the work becomes necessary owing to any cause whatsoever, and a notice in writing from the owner to the Contractor of such cancellation and the reason(s) thereof shall be conclusive proof of such cancellation and the reasons thereof.

- 2.7.2.0 Upon cancellation of the contract, the owner shall take over from the Contractor the approved materials lying at jobs site on the date of the cancellation of the rate(s) for such materials(s) as specified in relative item(s) of the Schedule of rates, and if the rate(s) for any material(s) be not (in the opinion of the Site Engineer which shall be final) specified in the Schedule of rates at market rate(s) for such material(s) current on the date of cancellation, the decision of the Site Engineer as to the approved materials lying at site on the date of cancellation and the quantities and market rate(s) thereof shall be final and binding upon the Contractor
- 2.7.3.0 The Contractor shall not be entitled to any compensation in addition to the payment for the work actually performed by the contractor calculated on the basis of the Schedule of rates as a result of such cancellation notwithstanding that such cancellation may have resulted in the performance of quantities of work below the quantities indicated in the form of Schedule of Rates and/or of a value below the total contract value indicated in the Acceptance of Tender.
- 2.7.3.1 PROVIDED that if as a consequence of such cancellation the amount payable for the Contractor materials taken over by the owner and the work actually performed by the Contractor on finalisation of all dues under the contract shall in the aggregate be less/more by 25% (Twentyfive percent) of the total contract value as specified in the Acceptance of Tender for the purpose of Security Deposit, then the Contractor/Owner shall be entitled by way of allowance for the advantage (including profit) which the Contractor/Owner may have anticipated on the execution of the complete work which is negotiable.
- 2.8.0.0 **SUSPENSION OF WORK**
- 2.8.1.0 The Engineer-in-charge may at any time(s) at his discretion should consider that the circumstances so warrant the decision of the Engineer-in-charge as the existence of circumstance warranting such suspension shall be final and binding upon the Contractor by notice in writing to the Contractor temporarily suspended the work or any part thereof for such period(s) as Engineer-in-charge shall deem fit and the Contractor shall upon the receipt of the order of suspension forthwith suspend the work(s) or such part thereof as shall have been suspended until he has received a written order from the Engineer-in-Charge to proceed with the work suspended or part thereof.
- 2.8.2.0 The contractor shall not be entitled or claim compensation for any loss damage sustained by the contractor by virtue of any suspension as afore said notwithstanding that consequent upon such suspension the machinery equipment, and labour of the contractor to be rendered idle and notwithstanding that the Contractor shall be liable to pay salary wages or hire charges or bear other charges and expenses and thereof.
- 2.8.3.0 Unless the suspension is by reason of default or failure on the part of the contractor (and the reason for the suspension stated by the engineer-in-charge in any notice of suspension as aforesaid inclusive as to the existence of a default or failure on part of the contractor if so stated in the notice, shall be binding upon the contractor), if in the opinion of the contractor such suspension shall necessitate any extension in the time of completion, the provision of Clause 4.3.5.0 hereof and related clause in respect of the extension of this shall apply.
- 2.8.4.0 In the event of a suspension affecting the entire work remaining in the operation in respect of the entire works for a period in excess of 2(two) months from the date of the commencement of the suspension, the Contractor shall have the opinion to terminate the Contract giving by written notice thereof to the owner Unless the suspension be by virtue of default or failure on the part of the Contractor as specified in Clause 2.8.3.0 hereof such termination shall be deemed to operate as cancellation of contract within the provisions of Clause 2.7.1.0 hereof and the provisions of Clause 2.7.2.0, 2.7.3.0 and 2.7.3.1 shall apply relative thereto.
- 2.8.5.1 In the event of such termination being upon a suspension consequent to a default failure by the Contractor the Contractor shall not be entitled to any damages, compensation, loss or profit or other payment whatsoever in addition to the payment for work done in accordance with the terms of the Contract by application of the Schedule of rates to the measured quantities.
- 2.8.5.2 Notwithstanding anything provided in Clause 2.7.0.0 and Clause 2.8.0.0 and related clauses thereunder, upon at cancellation of the contract under the provisions of Clause 2.7.1.0 hereof or termination of the Contract under the provisions of Clause 2.8.4.0 hereof, the provision of Clause 7.0.3.0 to 7.0.7.0 hereof consequent upon termination of contract shall apply.

## SECTION-3

### MATERIALS LABOUR EQUIPMENT AND FACILITIES

#### 3.0.0.0 CONTRACTOR'S RESPONSIBILITY

3.0.1.0 Notwithstanding anything to the contrary in the contract documents expressed or implied the Contractor shall be and remain at all times exclusively responsible to provide all material, labour equipment, machinery and facilities and other items and things whatsoever required for or in connection with the work, including but not limited to those indicated by expression or implication in the job, Description, Schedule of Rates, the specifications Plans, Drawings and/or other contract documents or whosoever otherwise as shall or may from time to time and at any time be necessary for or in connection with the work either for incorporation in or within the permanent works or in or relative to the execution and performance on the work.

#### 3.1.0.0 MATERIALS

3.1.1.0 Materials supplied by the Contractor shall conform to the specifications and shall be suitable for the purpose for which they are required.

3.1.1.1 Unless otherwise specified by the owner, all material supplied by the Contractor shall bear the ISI stamp and/or shall be supplied by reputed manufacturers or suppliers listed with the DGS & D. If in respect of any materials including but no limited to sand stone, aggregate, brick, earth lime, steel and cement etc. neither ISI marking approved nor DGS&D listed suppliers are available such materials shall be obtained from sources/suppliers/manufacturers approved by the Engineer, provided that no approval by the Site Engineer or any representative of the owner for supply of ISI stamped materials or of materials supplied by DGS & D listed supplier shall relieve the contractor of his full responsibilities in respect of the suitable and quality of the material or any defects therein or in any works on construction in or relative to which the same has be utilized.

3.1.2.0 Notwithstanding that any area (s) or source(s) has/have been allotted or suggested by the owner to the Contractor from which any materials for incorporation in the works can be obtained, the Contractor shall independently satisfy himself of the suitability, accessibility and sufficiency of the source(s) of supply suggested or allocated by the owner and suitability of the material available from such source (s), with the intent that any allotment or suggestion as aforesaid shall not anywise relive the Contractor of his full liability in respect of the suitability and quality of material(s) obtained from said source(s) and the Contractor shall obtain material(s) therefrom and incorporate the same within the permanent works entirely at his own risk and costs in all respects, with the intent that any such allocation or suggestion by the owner shall only be by way of assistance to the Contractor and shall not entail any legal responsibility or liability up9on the owner.

3.1.3.0 Notwithstanding any other provisions in the Contract Documents for analysis or test of materials and in addition thereto, the Contractor shall, if so required by the Engineer-in-charge or Site Engineer in writing at his own risks, and costs, analyses test, prove and weigh all materials (including materials incorporated in the work(s) required to be analysed, tested, proved and/or weighed by the Engineer-in-charge or Site Engineer and shall have such analysis tests conducted by the agency(ies) or authority(ies) if any specified by the Engineer-in-charge or Site Engineer. The contractor shall provide all equipment, labour, materials and other things whatsoever required for testing, preparation of the samples, measurements of work and/or proof of weighment of the materials as directed by the Engineer-in-charge or Site Engineer.

3.1.4.0 The owner does not warrant or undertake the provision of any material(s) and the Contractor shall not imply by conduct, expression or assurance or by any other means any promise or obligation on the part of the owner in this respect understood by the Contractor, unless made by specific written instruction forming part of the contract, and even so any promise or assurance on the part of the owner shall be subject to the provisions of Clause 3.0.5.0 hereof.

3.1.5.0 Without prejudice to the provisions of clause 3.0.1.0 herein and the other sub-clauses herein above, the owner shall have the right, at its discretion in the interest of the work(s) to supply and or by way of assistance the Contractor supply or procure and/or agreed to supply or procure for the Contractor any material for incorporation in permanent works and any materials so supplied or procured or agreed to be supplied or procured by which owner shall be subject to the following terms and conditions shall (unless specifically excluded by the terms thereof) be deemed to form part of any agreement by the owner to Supply or procure any material, for the Contractor.

- i) **Price** The material(s) shall be supplied at the following rate(s)
  - a) If the material(s) are covered by the list of owner's stores (if any at the rate(s) indicated the said list (upto the quantity(ies) indicated in the said list).

- b) If the material are not included in the list of owner's Stores, or are in excess of the quantities indicated therein then in the case of such materials or such excess, as the case may be, at the rates for the material(s) in the relevant Schedule of Rates.
- c) If the Materials are not covered in the list of owner's Stores (if any or by the rates indicated for materials in the relevant Schedule of Rates, then at the cost of the owner shall include taxes, cost of carriage, handling, storage, carriage and all other incidental expenses, Sales, Sales Tax or any other tax payable on the sale, if any or supply to the Contractor shall be borne by the Contractor. The decision of the Engineer-in-charge as to the cost of such material's to owner and as to whether the or not such materials is/are covered in the Schedule of Rates shall be final and binding upon the Contractor.
- ii) **Recoveries:** The amount(s) recoverable from the Contractor in respect of materials supplied by the owner shall be debted to the Contractor's account and shall be deducted from the Contractor's Running Account/Final Bill and/or any moneys from time to time becoming due to the Contractor.
- iii) **Deliveries :** Deliveries of materials supplied or procured by owner shall be either from the stores of the owner or from the factory/stores of the suppliers or from nearest suitable rail head or other point of suitable collection as may be determined by the owner taking into account the source of the supply of the material.
- iv) It shall be the responsibility of the Contractor at his own risks and costs to take delivery of the materials from the stores, factory, rail head or other collection point, as the case may be and to arrange for its loading transportation to job site and unloading at the job site or other Place of storage. The Contractor shall in taking delivery ensure compliance of any conditions for delivery applicable to deliveries from owner's, Supplier's Factory/Stores or railways or other transporters concerned, and shall be exclusively responsible to pay and bear any demurrage or other charge payable by virtue of any failure or delay by the Contractor to observe the conditions of supply as aforesaid and shall keep the owner indemnified from and against all consequences thereof.
- v) **Other Conditions :** The owner shall supply materials only according to types and sizes as are available in the owner's stocks or on basis of standard types and size obtained from manufacturers and shall not be responsible (unless specifically stated in the Contract Documents to the contrary) for any wastage losses resultant upon the conversion of materials to sizes or types suitable for incorporation in the works.
- vi) The material(s) supplied or procured by the owner shall be utilized by the Contractor only for incorporation in the permanent works and even so shall not (unless specifically authorized by the owner in this behalf) be utilized for manufacturing any item(s) which can be obtained in finished from standard manufacturers.
- vii) The contractor shall inspect the material supplied to him at the time of taking delivery thereof and satisfy himself of the quality, quantity and conditions thereof prior to taking delivery and the owner shall not be liable for any claims or complaints whatsoever in respect of quality, quantity or conditions of said materials once the contractor has taken delivery thereof.
- viii) The contractor shall furnish to the Engineer-in-charge sufficiently in advance a detailed statement showing his requirements of the types and quantities of materials agreed to be supplied by the owner with an indication of the time when relative types and quantities thereof shall be required by him for the works so as to enable the owner to verify the quantities of materials specified by the Contractor and to enable the owner make arrangements for the supply thereof.
- ix) The owner shall not be responsible for any delay in the supply of any materials supplied or procured by the owner or failure to make the supply and/or procure the materials and no such delay or failure shall any way render the owner liable for any claim for damage or compensation by the Contractor notwithstanding /that an increase in the time of performance of the contract be involved by virtue of such delay or failure and notwithstanding any labour, machinery or equipment brought upon to the job site by the Contractor being rendered ible by such delay or failure PROVIDED that if such delay or failure shall in the opinion of the Contractor, necessitate an extension of time for completion, the provisions of Clause 4.3.5.0 hereof relating to extension of time and associated provisions thereof shall apply.
- x) Notwithstanding any agreement by the owner to supply to or procure any material for Contractor, the owner shall be entitled at any time, should the owner find it difficult to make such supply or procurement by virtue of the existence of majeure conditions, act of enemies, transport and procurement difficulties strike or labours trouble and/or any other circumstances beyond the control of the owner, in respect of any specific materials, or quantities thereof generally in respect of any specific materials, or quantities thereof generally in respect of all materials, or upon the Contractor at his own cost and expenses to procure and/or arrange procurement of the said materials from the market and the owner shall

- thereupon be relieved of all responsibilities for the supply or procurement of the/and materials required to be arranged/procured by the owner in terms aforesaid.
- xi) The contractor shall maintain a day to day account of all materials supplied to him by the owner indicating the daily receipt(s), consumption and balance(s) in hand of each material and category thereof such account shall be maintained in such form (if any) as shall be prescribed by the Engineer-in-charge and shall be supported by all documents necessary to verify the correctness of the entries in the account such account shall be maintained at Contractor office at site, and shall be opened for inspection and verification by verification of documents in support of the entry as also by physical verification of the stocks, at all times by the Engineer-in-charge and Site Engineer without notice and for the purpose the Engineer-in-Charge and Site Engineer shall be permitted and enable without obstruction to enter into any godown or other place or premises where the said material or any part thereof shall be stored and to inspect the same and to take himself and/or through his representative(s) an inventory thereof.
- xii) **Storage and Safe-Keeping :** All materials supplied by the owner shall be taken delivery of, held stored and utilized by the Contractor as trustee of the owner, and delivery of material to the Contractor shall constitute an entrustment thereof by the owner to the contractor with the intent that any utilization, application or disposal in the contractual works in terms hereof shall constitute a breach of trust by the Contractor.
- xiii) The Contractor shall hold and store any material(s) supplied by the owner only at such place and/or premises as may be approved by the Engineer-in-charge provided that no such approval shall absolve the Contractor in whole or part of his/full liabilities in respect of such material and the Contractor shall be and remain responsible at all times at his/own risks and costs to ensure that the material(s) supplied by the owner are retained at all times in premises that are air and water tight and otherwise suitable for the storage of the material so as to prevent damage or deterioration for any cause whatsoever or theft or other loss, and shall arrange such watch and ward, staff as shall be necessary to the safety thereof.
- xiv) The Engineer-in-charge may at his discretion require that all premises in which any material supplied by the owner is stored shall be double locked with the key to one lock retained by the Site Engineer or his representative, as the case may be, or concurrence as aforesaid shall only be an additional precaution and shall not in any way own responsibilities in respect of such material.
- xv) The contractor shall at all times be exclusively responsible for any and all loss(es), damage(s), deterioration, misuse, theft or other application or disposal of the material(s) supplied by the owner or any of them, contrary to the provisions hereof and shall keep the owner indemnified from and against the same & shall forthwith at his own cost and expense, replace any such material, lost damage deteriorated, misused, stolen applied and/or disposed as aforesaid with other material of equivalent quality and quantity.
- xvi) The owner shall be entitled at its discretion either to require the Contractor to furnish in Indemnity Bond or the safe-custody and accounting of all owner supplied materials or require the contractor to take out at the cost of the Contractor and keep in force at all time during the pendency of the contractual work policy(ies) of insurance against the risks for fire, lightning and theft for the full value of the owner supplied materials lying stored and/or unutilized for the time being, such policies to be in the joint names of the owner and the contractor with exclusive right in the owner received all moneys due in respect such policy(ies) and with right in the owner (but without obligation to do so ) to take out and/or pay the premium for any such policy(ies) and deduct the premium and any other costs and expenses in this behalf from the moneys for the time being due to the Contractor PROVIDED that no such indemnity Bond or Policy(ies) of the Insurance as aforesaid effected shall anyway absolve the Contractor from his full liabilities hereunder, with the intent that the same shall be held merely by way of additional security and not any way of substitution of liability. Notwithstanding, anything/stated above it shall be the responsibility of the Contractor to lodge with insurers and follow up claim(s), if any, under the policy(ies) of insurance aforesaid and nothing herein provided shall absolve Contractor from his full liabilities under the provisions of this Clause and associated provisions hereof.
- xvii) **Ownership :** Notwithstanding anything herein provided and notwithstanding the transference of all risk in respect of such material to the contractor, the ownership in respect of all owner supplied material shall at all time be and remain in owner .
- xviii) **Surpluses :** The owner shall have the opinion to acquire on payment or credit to the contractor of the price therefore as here in after determined and/or all surplus material including but limited to scrap wastages and unserviceable material supplied and/or remaining in hands of the contractor upon completion of the work or upon the prior determination of contract for whatever reason, and the Contractor shall forthwith, upon being required to do so place the owner in undisputed possession and custody of all such material opted for by the

- owner and shall at his risk and costs, lift the transport the said material to the owner's store or otherwise as directed by the Engineer-in-charge.
- b) The price for such material shall be determined by the Engineer-in-charge having the due regards to the condition of the materials and the cost thereof as determined within the provisions of item (I) hereof above, in determining such price the Contractor shall not be entitled to any credit for transportation of the said materials to worksite as envisaged in item (iii) hereof above or for return of said materials to owner's stores or other destination as herein provided, the price determines shall on no account be greater than the cost of the materials to the owner as specified in item (I) here of above.
- xix) An inventory of all surplus material not opted for any owner shall be made by the Contractor and such Material may be retained for use of disposal by the Contractor subject to the Contractor obtaining at his risk and costs any and all such consent and approvals as may be required in this behalf under any law, rule or regulation having the force of law or any Bond or undertaking or condition under which the same shall or may have been supplied to the owner and subject to payment by the Contractor of all sales tax and other taxes, duties and levies whatsoever as may or shall be liable to be paid on the sale of such material to the Contractor.
- xx) **Breach:** If the Contractor shall default in replacing any Owner supplied material lost, damaged, deteriorated, misused, stolen, misapplied or disposed of within the provision of item (xv) hereof above or shall fail to return to the owner and surplus material within the provisions of item (xviii) hereof above the Contractor shall be liable to pay to the owner the market value of such material as determined by the Engineer-in-charge and the decision of the Engineer-in-charge as to such market value shall be final and binding upon the Contractor.
- xxi) After the completion of the work theoretical quantity of cement to be used on works shall be calculated on the basis CPWD's statement showing quantities of cement to be used in different items of work provided in the Delhi Schedule of Rates. This statement will be prepared and approved by the Engineer-in-charge over this theoretical quantity of cement shall be allowed a variation upto 5% plus/minus for works the estimated cost of which as put to tender is not more than Rs. 2 Lakhs upto 4% plus/Minus for works the estimated cost of which put to tender is above Rs. 2 Lakhs and upto Rs. 5 Lakhs and upto 3% plus/minus for works the estimated cost of which put to tender is above Rs. 5 Lakhs. The difference in the quantity of cement issued to the Contractor and the theoretical quantity including authorized variations, if not returned by the Contractor, shall be recovered @ ₹ 650/- (**Rupees Six Hundred Fifty only**) per bag for cement without prejudice to the relevant conditions regarding return of materials governing the Contract, In the event of it being discovered that the quantity of cement used is less than the quantity ascertained as herein before provided (all stipulated above), the cost of the quantity of cement not so used shall be recovered from the Contractor on the basis of the maximum procurement price and cartage of site.
- xxii) The provisions of foregoing sub-clause shall apply in the case of steel reinforcement, except that theoretical quantity of steel shall be taken as the quantity required as per design or as authorized by the Engineer-in-charge included authorized lappages plus 5% wastage due to cutting into pieces, over this the theoretical quantity plus 5% shall be allowed as variation due to wastage being more or less. The difference in the quantity of MS/Tor steel reinforcement issued to the Contractor and the theoretical quantity of steel plus authorized wastage plus authorized variations as stated above, if/and shall be recovered @ ₹ 110/- (**Rupees One Hundred Ten only**) per Kg. for Tor steel reinforcement. However, all the scrap within the permissible limit mentioned in the tender document elsewhere generated from the tor steel issued for reinforcement by the owner as free issue will be the property of the Owner in case the same is not returned to the Owner's Store, recovery @ ₹ 55/- (**Rupees Fifty Five only**) per Kg. will be affected from the contractor's bill/from any other dues of the Party.
- xxiii) The provisions made above are without prejudice to the right of the owner to taken action against the contractor under the conditions of the contract for not doing the work according to the prescribed specifications.

### 3.2.0.0 **GOVERNMENT CONTROLLED MATERIAL**

- 3.2.0.1 The provisions of clause 3.1.5.0 with regard to the owner supplied materials shall also apply to all Government Controlled or other materials in respect of which licenses release order/ permits authorizations have been granted in the name of owner, and the contractor shall be deemed to be acting on behalf of the owner and as agent of the owner in respect of deliveries taken by the Contractor against any licenses, release order permit or authorization issued in the name of the owner for Government controlled materials. The ownership in such materials shall (without

prejudice to the responsibility/liability of the contractor in respect thereof as set out in the various items included within Clause 3.1.5.0 hereof vest in the owner from point of time when it should have ordinarily vested in the owner or a direct delivery to the owner.

3.3.0.0 **POWER WATER AND OTHER FACILITIES**

3.3.1.0 The contractor shall be responsible to provide within the scope of work all facilities necessary for performance of the work including (but not limited to ) water , power ,transportation ,labour ,tools construction and testing equipment and machinery and land at or about the job site (s) for the Contractor(s) field offices, godowns, work shops and residential accommodation for contractor's staff quarry rights for raw material ,borrow areas, access roads and rights (s) of way to or above the job site(s) and Contractor's office godowns workshops, accommodation, quarries and/or borrow areas.

3.3.2.0 The owner does not warrant or undertake the provision of any facility aforesaid or otherwise to the contractor, or assistance obtaining procuring the same or other assistance whatever in the performance or testing of the work and the contractor shall not imply by conduct, expression or assurance or by any other means any promise or obligation on the part of owner contrary to the provision here of and any such promise or obligation understood by the contractor shall not be binding upon the owner.

3.3.3.0 Any assistance which the owner renders to the contractor in terms hereof or otherwise relative to work by provisions of any facility, water, power, transportation, labours, tools, construction and/or testing equipment and machinery, provision of land for queries of borrow areas or for contractor's office, godown workshops or accommodation or provision of rights of way, access road(s) and/or railway siding facilities or otherwise howsoever in the performance or testing of work(s) shall be without any attendant obligation upon the owner or liability on the owner for any failure, omission, delay or refusal in providing or continuing to provide the same, and shall not for any cause afford basis or defence to the contractor for any breach by the contractor of any of his obligation under the contract not ground for extension of time for completion.

3.4.0.0 **Power Supply :**

3.4.1.0 Without prejudice to the provisions of clause 3.3.0.0 hereof and following clause thereunder, as and when adequate power supply becomes available for the site, the owner may at its discretion provide supply of power to the contractor for the work from the nearest sub-station from which source the contractor shall at his own cost and initiative make arrangements for temporary distribution of power to contractor's work(s) at the site.

3.4.1.1 All arrangements for the distribution of the power from source aforesaid and the work relative thereto shall be made performed/installed in conformity with the Indian Electricity Regulations and shall be subject to prior approval by the Site Engineer.

3.4.1.2 The contractor shall, at his own rates and initiative on completion of prior determination of the works or otherwise during execution of the work required by the Site Engineer because of hindrance causes thereby or for any cause forthwith remove or re-route the distribution lines/installations/work or part(s) thereof as the case may be required to be removed, re-routed.

3.4.1.3 The owner shall recover from the contractor for power consumed by the contractor from owner's source(s) of supply at rate prescribed by the owner in this behalf from time to time. The amount due to the owner in this respect of such power supplied shall without prejudice to any other mode of recovery available to the owner be deducted from running Account/Final Bill(s) of the contractor and/or moneys due to the contractor from time to time.

3.4.1.4 The contractor shall provide at his own cost suitable electric meters approved by the Site Engineer for measurement of the power units consumed by the contractor for determination of the payment due thereon to the owner. Such meters shall be under the custody and control of the owner.

3.4.1.5 In the event of failure or defect of meter(s) power charges shall be calculated on the consumption determined by Engineer-in-charge (whose decision shall be final both as regards the existence of defect or failure, and as regards the power consumed).

3.4.2.0 The owner may at any time without notice or specifying any cause, suspend or discontinue power supply as aforesaid to the contractor and such suspension or discontinuance shall not entitle to contractor to any compensation or damages or constitute basis for extension of time for completion.

3.4.3.0 Power supplied by the owner to the contractor shall be entirely at the risks of contractor as to the continuity and regularity of supply and maintenance of voltage and adequacy of load without any warranty by or liability to the owner in respect thereof and without entitlement to the contractor on ground of discontinuance, fluctuation of voltage inadequacy of load or any other cause whatsoever to claim from owner in respect thereof or consequence thereof.



3.5.0.0 **Water supply :**

3.5.1.0 Without prejudice to the provision of clause 3.3.0.0 hereof and the following clause thereunder, in the event of the owner having adequate source of water supply at the site available for distribution the owner may at its discretion provide water to the contractor for the work from the owner's source of supply upon the contractor at his own cost and initiative providing suitable pumping installations and pipe net work for the conduct of water to distribution for the contractor's place of work.

3.5.1.1 Such installation pipes and other equipment shall be laid out/installed by the contractor only with the prior approval of the site Engineer so as not to interfere with the layout and progress of the other construction work at the site and access to or about the job site.

3.5.1.2 The contractor shall forthwith on completion of the work or earlier determination of the contractor during the execution of the work(s) if so required by the Site Engineer on ground of hindrance or obstruction caused thereby or other cause whatsoever at his own cost and initiative, remove or re-route, as the case may be, any installations, pipes, and/or other equipment or any part of portion and/or distribution of water, and fill any trenches, ditches or other excavations done by the Contractor for the purpose thereof and restore the site to the same condition, in which it was prior to the installation.

3.5.2.0 If the water required for execution of the contract is supplied by the owner to the contractor at any stage for the execution of this contract, owner shall charge and recover from the contractor for the water supply at the source @ 1% (one percent) of the total contracted value of the work excluding the work of steel structural fabrication and erection, this amount due to the owner in respect thereof shall (without prejudice to any other mode of recovery available to the owner) be deductible from the running Account/Final Bill(s) of the contractor and/or payment due to the contractor from time to time.

3.5.3.0 The owner may without notice or specifying any cause suspend or discontinue water supply to the contractor and such suspension or discontinuation shall not entitle the contractor to any compensation or damages or constitute a basis for extension of the time for completion.

3.5.4.0 Water supplied by the owner to the contractor shall be entirely at the risk of the contractor as to the continuity and regularity of supply and maintenance and adequacy or pressure without any warranty by or liability to the owner in respect thereof and without entitlement to the contractor on grounds of discontinuance, irregularity, drop or rise in pressure or other cause whatsoever to claim from owner in respect thereof or the consequences thereof.

3.6.0.0 **LAND**

3.6.1.0 Without prejudice to the provisions of clause 3.3.1.0 hereof and following clause thereunder, the owner may its discretion and convenience, if it has sufficient available land at its disposal, provide land to the contractor near or about the job site, for the construction of the contractor field office(s), godown, workshop, assembly yard required for or in connection with the work(s). No LAND SHALL BE made available to the contractor for Labour Hutments on the Township Land of the Corporation, Contractor shall make/own arrangement for Labour Hutments outside the periphery of the Township land.

3.6.2.0 The contractor shall at his own cost and initiative construct temporary buildings or other accommodation necessary for the purpose and make suitable arrangements for water and power supply there to and for provision of sanitary, drainage and dewatering arrangements thereof in accordance with plans/designs/layouts previously approved by the Site Engineer in this behalf.

3.6.3.0 Any land provided by the owner to the contractor within the provisions thereof shall be strictly on a license basis and shall not create any right title or interest whatsoever in the contract therein or in respect thereof.

3.6.4.0 The contractor shall pay the owner license fee @ Rs. 2/ (Rupees two only) per 100 (one hundred) sq. meter per month or part thereof for any land made available to the contractor within the provisions hereof, and the owner shall be entitled (without prejudice to any other mode of recovery), to recover the licence fee from the Running/Final Bill(s) of the contractor and/or payment due to the contractor from time to time.

3.6.5.0 \Notwithstanding anything herein provide, the owner reserves the right at any time during the pendency of the work to ask the contractor to vacate the land or any part thereof on giving 7(seven) days written notice to the contractor in this behalf.

3.6.5.1 Forthwith upon expiry of such notice or on completion of the works or earlier determination of contract, the contractor shall remove constructions, works, piping and other installations whatsoever not forming part of the contractual works, put up or erected by the contractor upon the land and shall have the land cleared, levelled and dressed to the satisfaction of Engineer-in-charge.

- 3.6.5.2 The contractor shall not be entitled upon any vacation or notice within the provisions or clause 3.6.5.0 hereof to claim any resultant compensation or damage from the owner not shall such notice or vacation constitute a ground or basis for any extension of time for completion.
- 3.6.6.0 Likewise the owner may at its discretion and convenience upon such terms and conditions at the owner may prescribe in this behalf arrange or allocate or provide to the contractor borrow area(s) or quarry or mining rights and/or any rights of way or other access to or about the job site, and unless specifically excluded the provision of clause 3.1.2.0 hereof above shall apply in respect of any borrow area, quarry, mining right and/or right of way or other access allocated, arranged, provided or permitted by the owner to the contractor.
- 3.6.6.1 The owner shall be entitled, at any time without notice to the contractor to suspend or withdraw use by the contractor of any such area, right or access as aforesaid, and no suspension or withdrawal of such facility or disruption or inadequacy thereof by virtue of flood, disrepair or other cause whatsoever shall form the basis of any claim by the contractor for compensation or damages for ground for extension in time for completion.
- 3.7.0.0 Notwithstanding anything herein provided the provisions of clause 7.0.6.0 hereof and related clauses applicable consequent upon termination of contract, shall apply to any breach by the contractor of his obligation within the provisions of clauses 3.4.1.2, 3.5.1.2 and 3.6.5.1 hereof as to a breach of **clause 7.0.5.0** hereof.
- 3.8.0.0 **ACCESS TO SITE:**
- 3.8.1.0 The contractor shall construct if necessary at his own cost and initiative, temporary access road to the site from the main public feeder road(s) and from borrow areas and mines and quarries and shall so align such road or ways so as not to interfere with the construction at the site or hamper construction of permanent roads by or on behalf of the owner.
- 3.8.2.0 The contractor shall, if so required in or relative to the performance of any other work at the site or construction of permanent roads, suspend, discontinue use of and/or re-routing as aforesaid shall not form the basis of any claim by the contractor against the owner for completion or damages or ground for extension in time for completion.
- 3.9.0.0 **LABOUR, MACHINERY AND EQUIPMENT**
- 3.9.1.0 If during the execution of the work, the owner shall for any cause find it necessary to do so, the owner may at its discretion and convenience provide labour, machinery and/or equipment to the contractor for the performance of the work and/or testing of the works. The terms and conditions for provisions and/or hiring of such labour, equipment, machinery shall, in addition to any other conditions relative thereto as may be specified by the owner unless expressly excluded be deemed to include the following :
- i) **Charges** : The labour, equipment and/or machinery shall be supplied at the rate(s) in this behalf prescribed by the owner from time to time.
  - ii) **Recoveries** : The amount(s) recoverable by the owner from the contractor in respect of labour, equipment and/or machinery procured or supplied by the owner shall (without prejudice to any other mode of recovery) be debited to the contractor's account and deducted from the Running/Final Bill(s) of the contractor and or any monies from time to time becoming due to the contractor.
  - iii) **General** : Any labour, equipment and/or machinery supplied or procured by the owner shall be utilized by the contractor only for use in the contractual work.
  - iv) The contractor shall be responsible to ensure utilization of the equipment and or machinery only within the capacity of such equipment and/or machinery to ensure that proper utilization thereof in all respects without any manner of abuse of excess, and shall follow and obey all instructions or directions as shall or may be given by the Site Engineer in respect thereof if so required by the Site Engineer-in-charge shall provide at cost (to be determined by the Engineer-in-charge in the event of dispute) labour for the operation maintenance and repair of the equipment/machinery and/or shall maintain and repair the same at his costs and expense, and provide all the inputs necessary for the operation, repair and maintenance thereof including spare parts, fuel and lubricants. The contractor shall keep owner indemnified from against all losses damages, and/or costs charges and expenses resultant from any breach of failure to observe the provisions hereof.
  - v) The contractor shall ensure the safekeeping and custody of the equipment and machinery at the site and shall be exclusively responsible and accountable for any loss, damage, theft or misuse thereof (shall make proper arrangement for storage and watch and ward there and shall keep the owner indemnified from and against the same.

- vi) The contractor shall ensure return of the equipment/machinery to the owner upon the completion of the work or earlier determination of the contract or as and when called upon the owner to return the same during the execution of the work, in the same condition in which the equipment/machinery was at the time of bringing the same to the job site or delivery to the contractor, as the case may be.
- vii) The owner shall be entitled, at its discretion at any time during the execution of the work without notice to the contractor, to suspend or withdraw use by the contractor of any labour, equipment or machinery supplied or procured by the owner, and no such suspension or withdrawal shall from the basis of any claim by the contractor against the owner for compensation or damages or otherwise, or constitute a ground for extension of time for completion.

## SECTION – 4

### PERFORMANCE OF WORKS

#### 4.0.0.0 GENERAL

- 4.0.1.0 All works be shall performed and executed by the contractor in strict conformity with the job description, specification plans, drawings, designs and other contract documents applicable to the specified works and any relative instructions as may be issued to the contractor by the Engineer-in-charge or Site Engineer from time to time.
- 4.0.2.0 The Engineer-in-charge and Site Engineer shall be entitled from time to time or at any time at their discretion to issue written order or instructions to the contractor relative to the performance and or execution of the work(s) by the contractor or otherwise relative to any matter touching or effecting the contractor arising there from and to revise or revoke any order or instructions previously issued and the contractor shall subject to the provisions of the following clause, obey and/abide thereby.
- 4.0.2.1 Without prejudice to the provisions of clause 4.0.2.0 hereof and associated clause thereto should the contractor require any clarification in respect of any orders or instructions issued by the Engineer-in-charge or should there appear to the contractor to be any contradiction between any orders or instructions issued by the Engineer-in-charge and/or between any order(s) instruction(s) and the contract document or any of them the contractor shall refer the matter immediately in writing to the Engineer-in-charge for his decision before proceeding further with the work, and the decision of the Engineer-in-charge or any such matters shall be final and binding upon the contractor, who shall perform the work accordingly without entitlement to any claim against or compensation from the owner resultant upon such orders, instructions or decision.
- 4.0.3.0 The contractor shall within 10(ten) days of receipt of notification of acceptance of tender, name at each job site at which the contractor shall be awarded any work under the contract, an engineer/supervisor responsible for the work at the job site on behalf of the contractor said Engineer/Supervisor of contractor shall be the representative of the contractor at the job site for and relative to all actions and transactions and dealings on behalf of the contractor and to whom labour materials equipment and/or machinery procured or supplied by the owner may be given and to whom all plans, designs, drawings, orders and instructions or other documents or communications for or relative to the job site may be given, with the intent that all transactions and dealings had with the said Engineer/supervisor shall be deemed to have been had with the contractor, and any and all plans, drawings designs, instructions documents or communications and/or labour materials, equipments or machinery delivered to said Engineer/Supervisor shall deemed to have been delivered to the Contractor.
- 4.0.4.0 The contractor shall also provide and maintain at or about each job site, an office for the working accommodation of the contractor's Engineer/Supervisor and staff, such office shall remain open and attended at all hours during which work is being performed at the job site, for the receipt of instructions, notices and other communications.
- 4.0.5.0 The contractor shall co-operate with and afford the owner and other contractors engaged at the site access to the work and supply at cost, determined by the Engineer-in-charge (whose decision shall be final) of power and water for the performance of the work entrusted to them and or for the carriage and storage of materials by them and whenever any work is contingent or dependent upon the performance of any work by the contractor or his being done in association, collaboration or in proximity with any other contractors, the contractor shall co-operate with the owner or other contractor(s) agency(ies) involved in such work to ensure that harmonious working between the contractor and the owner contractor's /Agency(ies) involved and shall comply with any instructions issued by the Engineer-in-charge for the purpose.
- 4.0.6.0 The owner shall be entitled at its discretion, to appoint one or more Engineer and/or other personnel at or about each job site on behalf of the owner to do such acts, deeds, matters and things as may be necessary to safeguard the owner's interest including (but not limited to), at the discretion of the owner's supervision and testing of the work(s) being conducted by the contractor at the job site and for rendering of such assistance to the Contractor relative there to as the owner or such Engineer (s) or personnel shall, or may deem fit, it being understood however, that the presence of any Engineer(s) or personnel of the owner at or about each job site or any supervision, inspection or test performed or conducted by any such Engineer(s) or personnel of the owner in respect of any work(s) or any other assistance rendered by such Engineer(s) and/or personnel to the contractor relative thereof, shall be without any attendant obligation or liability of the owner vis-à-vis the contractor, not shall relieve the contractor of his full responsibility in respect of the work(s) under the contract or bind the owner to accept as satisfactory or complete and/or in accordance with the contract, any work(s) performed by the contractor which has/have been supervised, inspected tested or assisted by the said Engineer(s) and/or personnel of owner.

4.0.7.0 If the contractor's work or any part thereof shall be consequent or resultant upon any works performed by any other person or shall be in continuance thereof or otherwise based, or founded therein, the contractor shall before commencing with its his work, bring to the notice of the Engineer-in-charge and the site Engineer in writing any defects existing in said prior work.

4.1.0.0 **THE JOB SITE**

4.1.1.0 The owner shall furnish the contractor with only reference points of the job site and a level bench mar, and the contractor shall at his own cost and initiative set out the workers to the satisfaction of the Site Engineer but shall be solely responsible for the accuracy of such setting up notwithstanding satisfaction as aforesaid of the site Engineer or any other assistance rendered by the Site Engineer or the purpose.

4.1.2.0 The contractor shall provide, fix and be responsible for the maintenance of all stakes, templates, level marks, profiles and the like and shall take all precautions/necessary to prevent their removal or disturbance and for their efficient and timely re-installment. The contractor shall also be responsible for the maintenance of all survey marks, boundary marks, distance marks and center line marks, whether existing or supplied/fix by the contractor.

4.1.3.0 Before commencing the work, the contractor shall at his/own cost and initiative provide all necessary reference and level posts pegs, bamboo flags, ranging rods, strings and other materials for proper layout of the work in accordance with the scheme for bench marks acceptable to the site Engineer, the centre longitudinal of face line and cross line shall be marked by means of small masonry pillars. Each pillar shall have distinct mark at the centre to enable a theodolite to be set over it. No work shall be started until all these points are approved by the site Engineer in Writing, but such approval shall not relieve the contractor of any of his responsibilities in respect of the adequacy or accuracy thereof, the contractor shall also provide all labour, material and other facilities necessary for the proper checking or layout and inspection of the points during construction.

4.1.4.0 Pillars bearing geodetic marks located at the sites of units of works under construction should be protected and feucee by the contractor.

4.1.4.1 On completion of works, contractor must submit to the Engineer-in-charge the geodetic documents according to which the work was carried out.

4.1.5.0 The contractor shall be exclusively responsible for the provision and maintenance of horizontal and vertical alignments and levels and for the correctness of every part of the work accordance therewith and shall at his own cost rectify any errors of imperfections therein.

4.1.6.0 The contractor shall at all times during the progress and continuance of the works be responsible for and effectually maintain and uphold and good, substantial, sound and perfect condition all and every part of works and shall make good from time to time and at all times as often as the Engineer-in-charges shall require any damage or defect that may during the above period arise in or be any way connected with works.

4.2.0.0 **CONDITIONS OF WORK**

4.2.1.0 Work shall be carried on for a minimum of 48 (Fortyeight) hours in a week and 8 (eight) hours on any working day. If necessary the contractor shall, work over time or in two or more shifts in a day. The contractor shall not be entitled to any extra compensation or remuneration for over time or double or triple shift working nor shall the owner be anywise responsible for any idle time payments to the contractor's staff or for labour, equipment or machinery however occasioned.

4.2.1.1 Should it be necessary to work on Sundays and holidays, the contractor shall so work without extra compensation in order to enable representation of owner at such workings the contractor shall inform the Site Engineer at the concerned job site(s) of such working at least 2 (two) days in advance thereof.

4.2.2.0 The execution of the work(s) shall entail working in the monsoon also in so far as necessary and the contractor shall maintain at each job site at all times during the monsoon, such material/labour equipment and machinery as may be required for the performance of the working during the monsoon, and shall plan well in advance for the collection of materials and equipment and the erection of such tarpaulins, sheds wind breakers and/or other protection as shall or may be necessary for the work during the monsoon, so that the monsoon shall not hamper working.

4.2.2.1 The contractor shall also arrange and bring to each job site such special equipment and machinery as may be necessary to enable work during the monsoon, and shall at his own cost and initiative arrange for dewatering the job sites so as to keep the construction site and areas to by worked upon free of water.

4.2.2.2 The contractor shall not be entitled to any extra compensation or remuneration for or relative to any work during the monsoon, so for or relative to any special arrangements to be made and/or equipment or machinery to be brought to the job sites to enable such workings.

4.3.0.0 **TIME FOR COMPLETION**

4.3.1.0 The contractor shall complete in all respects accordance with the contract the entire work at each job site within the time specified in this behalf in the time schedule.

4.3.2.0 With 7 (seven) days from the date of receipt or notification of Acceptance of Tender the contractor shall submit to the owner for approval in respect of each job site or groups of work if so, required a detailed Progress Schedule in graphical or other suitable from giving dates of starting and finishing of various operations and works relative to the work, providing sufficient margin to cover for contingencies and for final testing and consequential preparation etc. if any required. The site Engineer and the contractor shall thereafter within 7 (seven) days settle the progress schedule so settled shall be the approved progress schedule and shall from part of the contract with attendant obligation upon contractor to commence the various work(s) operation(s) involved on or before the date (s) mentioned in the progress schedule and to conclude the said work(s) operation(s) on or before date mentioned in this behalf in the approved progress schedule and default by contractor to commence or complete within prescribed date(s) and work or operation shall be deemed to be breach by the contractor to which provisions of clause 7.0.1.0 hereof relating to determination of contract shall be applicable, but without prejudice to any other rights or remedies that owner may have in this behalf.

4.3.3.0 If the contractor shall fail to submit to owner a progress schedule as envisaged above, or if the Site Engineer and contractor shall fail to agree upon the progress schedule as envisaged above, then the Engineer-in-charge shall prepare the progress schedule (the dates of progress as fixed by the Engineer-in-charge being final and binding upon the contractor except as herein otherwise expressly provided) and shall issue the progress schedules prepared to the contractor and provisions of clause 4.3.2.0 shall apply relative thereto as though it was an approved progress schedule.

4.3.4.0 Any reference in the contract documents to be “approved progress schedule” or the “progress schedule” specified in clause 4.3.2.0 above or the ‘progress schedule” specified in clause 4.3.2.0 above or the “progress schedule” prepared and issued by the Engineer-in-charge as specified in clause 4.3.3.0 above, which ever shall be in existence.

4.3.5.0 Within (seven) days of the occurrence of any act, event or omission which, in the opinion of the contractor is likely to lead to delay if the commencement or completion of any particular work(s) or operation (s) or entire work at any job site(s) and is such as would entitle the contractor for an extension of the time specified in this behalf in the progress schedule (s), the contractor shall inform the Site Engineer and the Engineer-in-charge in writing of occurrence of the act, event or omission and the date of commencement of such occurrence. Thereafter if even upon the cessation of such act, or event or the fulfillment of the commission, the contractor is of opinion that an extension of the time specified in the progress schedule relative to any particular operation(s) or item (s) or the work or the entire work at any job site(s) is necessary the contractor shall within 7(seven) days after the cessation of fulfillment as aforesaid make a written request to the Engineer-in-charge may at any time prior to completion of the work extend the relative time of completion in the progress schedule for such period(s) as he considers necessary, if he is of opinion that such act/omission event constitutes a ground for extension of time in terms of the contract and that such act/omission/event omission has in fact resulted in insurmountable delay to the contractor. The opinion/decision of the Engineer-in-charge in this behalf and as to the extension necessary shall subject to the provisions of clause 4.3.6.0 hereof be final and binding upon the contractor.

4.3.6.0 Notwithstanding the provision of clause 4.3.5.0 hereof the owner may at any time of its own initiative at the request of the contractor is satisfied of the existence of any ground(s) justifying the delay/extension, extend the date for completion of the work or any item or owner may consider necessary and the decision of owner on any request made by the contractor as to the existence or otherwise of any grounds justifying the extension and as to the period(s) of any grounds justifying the extension and as to the period(s) of extension necessary shall be final and binding upon the contractor.

4.3.7.0 Subject as elsewhere herein or in the contract documents expressly provided, only the existence of force of majeure circumstances as defined in clause 4.3.8.0 hereof shall afford the contractor a ground for extension of time for completion of the work or any part of the work or any operation(s) involved therein and specifically without prejudice to the generality aforesaid, inclement or unforeseen weather, strike, shutdown, third party breach, delay in payment or commercial hardship shall not afford Contractor a ground for extension of time or relieve the contractor of his full obligations under the Contract nor will any shut down or idle time charge be payable by owner to contractor for any delay in the commencement progress or completion of the work, due to any reason whatsoever, inclusive due to the existence of force majeure circumstances.

#### 4.3.8.0 **FORCEMAJEURE**

The term and conditions agreed upon under the contract shall be subject to Force majeure. Neither the contractor nor NFL shall be considered in default in the performance of their obligations contained therein, if the performance is prevented or delayed or restricted or interrupted with by the reason of war, hostilities, revolution, civil commotion, strike, epidemics, accident, fire, flood, earthquake, regulation or ordinance or requirement of any Government – or any sub division thereof, or authority or representative of any such Govt. and/or due to technical/snag/reasons or any other act whatsoever, whether similar or dissimilar to those enumerated beyond the reasonable consent of the parties hereto or because of any act of God. The party so affected upon giving proper notice to the other party shall be excused from such performance to the extent of such prevention, delay, restriction or performance for the period it persists provided that the party so affected shall use its best efforts to avoid or remove such causes of non-performance if possible shall continue performance hereunder with in almost dispatch whenever such causes removed. Should one or both parties be prevented from fulfilling their contractual obligations by a state of force majeure lasting continuously for a period of one week, the two parties to the contract shall must and decide about the future course of action for implementation of the contract.

4.3.9.0 Upon an extension of the time of completion of the work or any of the work of any operation(s) involved therein the extended date/time of completion shall be deemed to be the relative date of completion in the Progress Schedule.

4.3.10.0 No assurance, representation, promise or other statement by any personnel, Engineer or representative of the owner in relation extension of time for commencement or completion of any works or operation thereof or of the entire works under the contract shall be binding upon the owner or shall constitute an extension of time for commencement or completion of the entire work(s) or any part or operation thereof within the provisions of clause 4.3.5.0 or Clause 4.3.6.0 hereof unless the same be communicated to the Contractor in writing by the Engineer-in-charge under clause 4.3.5.0 or Clause 4.3.6.0, and the writing specifically stated to embody, an extension of time within the provisions of clause 4.3.5.0 or 4.3.6.0 as the case may be and without prejudice to the aforesaid, the agreement or prescription or a Progress Schedule by the site Engineer or any site representative of the approved progress schedule as the case may be referred to in clause 4.3.2.0 and/or 4.3.3.0 or containing an extended time of commencement or completion in respect of the entire work(s) or any part or operation there of shall not anyway constitute an extension of time in the terms of the contract so as to bind the owner or relative the contract, of all or any of his liabilities under the Contract, nor shall constitute a promise on behalf of the owner or a waiver by the owner of any of rights in terms of the Contract relative to the performance of the contract within the time specified or otherwise, but shall be deemed only (at the most) as a guidance to the contractor for better organizing his work on a recognition that the contractor has failed to organize his work and/or perform the same within the time specified in the progress schedule established within the provisions of clause 4.3.2.0 or 4.3.3.0 hereof as the case may be.

#### 4.4.0.0 **LIQUIDATED DAMAGES FOR DELAY**

If there is any delay in the final completion of the work at any job site or specific works in respect of which a separate progress schedule has been established, beyond the final completion of the work or works aforesaid at the job site as stipulated in the Progress Schedule the owner shall (without prejudice to any other right of owner in this behalf) be entitled to liquidate damages for the delay at 1% (one percent) of the total contract value for each week or part thereof that the work remains incomplete beyond the schedule date of final completion for the work or works, as the case may be at the job site, subject to a maximum of 10% (ten percent) of the total contract value.

4.4.1.0 “Total Contract Value” for the purpose of clause 4.4.0.0 shall mean the total dues of the contractor under the contract arrived at on a final reckoning and settlement thereof, or the total contract value for the purpose of security deposit as specified in the Acceptance of Tender, whichever shall be the greater.

4.4.2.0 Nothing a paragraph 4.4.0.0 above shall prevent the owner from exercising its right on termination of contract under clause 7.0.1.0 hereof and associated clause thereunder, and owner shall be entitled in the event of exercising its said right of termination after the date of final completion of the work as stipulated in the progress Schedule to liquidated damages as aforesaid for the intervening period in addition to any other amount as may be due consequent to a termination under clause 7.0.1.0 hereof and associated clause thereunder.

4.5.0.0 **REPORT AND RECORDS**

4.5.1.0 The contractor shall from time to time maintain at each job site (in addition to any records of registers required to be maintained by the contractor under any law, rule or regulation having the force of law such records and registers as the Engineer-in-Charge or Site Engineer shall or may require the contractor to keep and/or maintain from time to time.

4.5.2.0 In addition to any other records or registers to be maintained by the contractor from time to time and/or reports required to be furnished by the contractor, the contractor shall daily or otherwise as may be prescribed by Engineer-in-charge or site engineer submit to the site engineer a Progress Report of all work done and/or progress achieved by the contractor at each job site within the preceding day or the period of last report as the case may be.

4.5.3.0 The receipt and/or acceptance of any such report by the Site Engineer shall be without prejudice to the full rights and remedies of owner and obligations/liabilities of contractor under the contract shall not anyway operation as an estoppels against owner by reasons only of the fact that no notice or objection was taken of any information contained in any such report nor shall any statement in any such report be deemed to be correct merely by virtue of the existence of such statement and it being uncontrovert by the owner.

4.5.4.0 The contractor shall maintain at each job site a work order book in which all orders and instructions shall be entered. These will be signed by the contractor or his Engineer or agency by way of acknowledgement within 12 (Twelve) hrs. of delivery of the order of instruction.

4.6.0.0 **EXECUTION OF THE WORK**

4.6.1.0 Contractor shall provide sufficient labour, staff (qualified and unqualified) machinery, tools and equipment material and things whatsoever necessary for the proper performance of the work and to ensure the rate of progress as envisaged in the Progress Schedule.

4.6.2.0 If in opinion of the Engineer-in-charge or Site Engineer (opinion of either of whom in this behalf shall be final) the work(s) operation(s) at any job site or as a whole is/are not meeting the progress necessary to achieve the date of completion in the progress schedule the Engineer-in-charge or Site Engineer may instruct the contractor to employ/provide additional labour, staff machinery, tools, equipment or material necessary to achieve the required progress and contractor shall forthwith comply with such instructions(s).

4.6.3.0 Should contractor fail to comply with such instruction(s) or fail to comply therewith to the satisfaction of the Engineer-in-charge or Site Engineer (the opinion of either of whom in this behalf shall be final and binding upon the contractor) the Engineer-in-charge or Site Engineer may at his discretion at the risk and cost of contractor appoint, procure or provide the additional labour/staff machinery/tools/materials etc. as the Engineer-in-charge or Site Engineer (the decision of the either of whom in this behalf shall be final and binding upon the contractor) consider necessary to achieve the necessary progress in relation to any particular work/operation or the work as a whole, or may appoint sub-contractor(s) for the performance of any particular work or operation. In so doing, the Engineer-in-charge/Site Engineer shall be deemed to be acting for on behalf of and as agent of the contractor and all such appointment by the contractor and all such appointments/procurement/provision shall be deemed to have been made by the contractor and shall be paid for by the contractor, in addition the other amount payable to owner under section 3 hereof in respect of any labour/staff/machinery/tools/materials etc. as aforesaid procured of provided by the owner, the owner shall be entitled in this event of 25% (Twentyfive percent) as supervision charges on the total amount due to computed under section 3 hereof.

4.6.4.0 Should the Engineer-in-charge or the Site Engineer at any stage (notwithstanding that the time for completion of the relative work or item of work as specified in progress schedule has not expired) be of opinion (the opinion of the Engineer-in-charge/Site Engineer in this behalf being final) that the performance of any work or item of work by the contractor is unsatisfactory (whether in the rate of progress, the manner, quality of workmanship of the performance or in the adherence to specifications, or in the omission, neglect or failure to do, perform complete or finish any work or item, or for any other cause whatsoever), the Engineer-in-charge/Site Engineer shall be entitled (without prejudice to any other rights or the owner and/or obligations of the contractor under the contract ) at his discretion and at the risk and cost of the contractor either to appoint procure and/or provide such labour/staff/machinery/tools/material etc. as the Engineer-in-charge/Site Incharge (the decision of either of whom shall be final and binding upon the contractor) considers necessary to achieve satisfaction in relation to the particular works, be or to appoint one or more sub-contractors for the satisfactory performance thereof, or may undertake the performance thereof departmentally, and the provisions of clause 4.6.3.0 hereof shall mutatis mutandis apply to any action taken by the Engineer-in-charge/Site Engineer pursuant to this clause in the same manner as applicable to an action taken under the said clause.



4.6.5.0 Any action taken by the Engineer-in-charge or Site Engineer under clause 4.6.3.0 shall be without prejudice to the full rights of the owner and the full liability of the contractor under the contract including but not limited to owner full right under clause 4.4.0.0 and associated clauses thereunder and under clauses 7.0.7.0 and 7.0.8.0 hereof.

#### 4.7.0.0 **SUB CONTRACTS**

4.7.1.0 The contractor shall not assign, sub-contract or sublet the whole or any part of the work in any manner PROVIDED that contractor may, with the prior written approval of Engineer-in-charge, Sub-contract a particular work or part of the work to a sub-contractor approved by the Engineer-in-charge.

4.7.2.0 Each sub-contractor shall be covered by the contractor on the same basis as the contractor, provided, however, that notwithstanding approval of the sub contract as aforesaid and notwithstanding that the owner/engineer-in-charge shall have received a copy of the contract between contractor and sub contractor the contractor shall be and shall remain exclusively responsible to the owner for the due and proper performance of the contract, and sub-contractor shall for all purposes vis-à-vis the owner be deemed to be the servant agent of contractor employed for the performance of the particular work with full responsibility on contractor for all acts, omissions and defaults of the sub contractor and any rights that owner may separately have or reserve against sub contractor under the contract shall be without prejudice to the foregoing.

4.7.3.0 Subject as herein above in this behalf specifically permitted and provided, the contractor shall not sub contract any work under the contract and any sub contract in breach hereof shall be deemed to be an assignment of the contract or part of portion thereof sub-contract as the case may be.

4.7.4.0 If any sub contractor engaged upon the work at the site executes any work which in the opinion of the engineer-in-charge is not of the requisite standard (the opinion of the engineer-in-charge being final in this behalf), the engineer-in-charge may be written notice to the contractor require the contractor to terminate such sub contract, and the contractor shall upon the receipt of such notice terminate such sub contract at the risks and cost of contractor and shall keep owner indemnified against the consequences.

4.7.5.0 Notwithstanding such sub-contract being approved by engineer-in-charge as herein envisaged, the contractor shall at the commencement of every month furnish engineer-in-charge with a list of all sub-contractors engaged and working at site during the previous month, with particulars of the general nature of the works performed by them.

#### 4.8.0.0 **MISCONDUCT**

4.8.1.0 If and whenever any of the contractor's or sub-contractor's agents, sub-agents, consultants or employees shall in the opinion of the site engineer (whose opinion in this behalf shall be final) be guilty of misconduct or be incompetent or indifferently qualified or negligent in the performance of his/their duties, or if in the opinion of the engineer-in-charge (which shall be final) it is undesirable for any reason (which need not be disclosed to the contractor) for such persons) to be employed in the works, the contractor, if so directed by the site engineer shall forthwith remove or cause to be removed such person(s) from employment thereon, and any person(s) or removed shall not be re-employed in the works except with the prior permission in writing of the site engineer. Should the contractor be requested to repatriate any person forthwith at his own cost. Any person(s) removed from the works shall be immediately replaced at the expenses of contractor by a qualified and competent substitute.

4.8.2.0 The contractor shall keep the owner indemnified from and against personal and third party claims whatsoever (inclusive of all costs incurred between attorney and client) arising out of any act, omission or inter commission on part of any sub-contractor or agent, sub-agent, consultant or employees of the contractor or any sub-contractor, whether committed, omitted or arising within or with out the scope of the contract, sub-contract, agency or employment, as the case may be.

## SECTION – 5

### INSPECTION AND TESTING

#### **5.0.0.0 INSPECTION AND TESTING OF MATERIALS**

- 5.0.1.0 The owner shall be entitled at all times at the risk of contractor to inspect and/or test by itself or through an independent person(s) or agency (ies) appointed by the owner and/or to direct the contractor to inspect and/or test all material(s), items and component whatsoever supplied or purpose for supply for incorporation in the works, including during the course of manufacture or fabrication by the contractor and/or at the contractor's work or otherwise and if conducted by the contractor, may be directed by the owner to be conducted by agency(ies) nominated by the owner and/or in the presence of a witness(es) agency(ies) nominated by the owner.
- 5.0.1.1 Where the manufacture/fabrication of any material, item or component intended for incorporation in the work is being done by any persons(s) other than the contractor and/or in the premises/workshop (wherever situated) of any person other than the contractor, the contractor shall procure and arrange for the inspection and/or tests thereof with such other person(s) and shall provide the owner and/or its agents every facility and assistance necessary for the inspection and/or tests.
- 5.0.1.2 The contractor shall also on receipt of intimation of any communication of any inspection or tests by the owner or any agency(ies) nominated by the owner in this behalf present himself or his authorized representative at the place of inspection and/or testing to receive any order of instructions consequent thereto as shall be necessary.
- 5.0.2.0 The contractor shall furnish to the site engineer for approval when requested, or as required by the specifications or other contract documents, adequate samples of all materials and furnishes intended for incorporation in the works, such samples to be submitted before the work is commenced permitting sufficient time for tests examination(s) thereof by the owner. All materials furnished and finishes incorporated in the work shall conform to the approved sample(s) in all respects.
- 5.0.3.0 The site engineer shall be entitled to reject at any time defective material, item or component (including specially manufactured or fabricated items and components) supplied by the contractor for incorporation in the works notwithstanding previous inspection and/or testing thereof by or on behalf of the owner without rejection and notwithstanding previous approval thereof by or on behalf of the owner (the decision of the site engineer as to any defect as aforesaid being final and binding upon the contractor) and upon such rejection the contractor shall either perform such work or improvement thereon or in respect thereof as shall be necessary to bring the material/item/component to the requisite standard, or shall if so required by the site engineer (whose decision in this behalf shall be final) remove the rejected material/item/component from the job site within the time specified by the site engineer (whose decision shall be final) and replace it at his own cost and expense (without additional remuneration or compensation in respect thereof) with material(s)/item/components/ approved by the site engineer.

#### **5.1.0.0 INSPECTION AND TESTING OF WORKS**

- 5.1.1.0 The contractor shall at all time highest standards of workmanship ensure relative to the work to the satisfaction of the site Engineer. The site engineer shall have power to inspect the work in all respects at any and all time upto completion of the work as also to test or instruct the contractor to test the works of any structure, material or component thereof at the risks and cost of the contract, either by the contractor or by any agency(ies) nominated by the engineer-in-charge or site engineer in this behalf.
- 5.1.1.1 The contractor shall provide all facilities; instruments, material labour and accommodation required for testing the works (including checking the setting out of the works) and shall afford the site engineer all assistance necessary to conduct the tests.
- 5.1.1.2 The contractor shall also provide and keep at all times during the progress of the work and maintenance period, proper means of access to the works and every part thereof by means of ladders, gangways etc. and the necessary attendance to move and set up the same as directed by the site engineer for inspection or measurement of the works.
- 5.1.2.0 On no account shall be contractor proceed with concreting or other work in foundations and in super structure by covering up otherwise replacing beyond reach of inspection of measure/measurement any work before necessary inspection entries are filled in the site inspection register by the site engineer or his authorized representative should the contractor do so, the same shall be uncovered at the contractor's risk and expense for carrying out the inspection and measurement.
- 5.1.3.0 Should the contractor fail to comply with any of the provisions foregoing relative to inspection and/or testing of the works, the site engineer shall in his absolute discretion be entitled to remove/dismantle and/or uncover, as the case may be, at the risk and cost of contractor for test and examination and structure, material or component thereof installed, erected, or put by the contractor

- and to conduct or have conducted the test(s) and/or examination at the risk and cost of the contractor. In such event the contractor shall also bear the risk and costs of replacement, reinstallation or re-erection of the concerned structure/Material/Component as the case may be.
- 5.1.4.0 Notwithstanding any thing provided in foregoing clauses hereof the contractor shall be and remain liable at his own cost and initiative to conduct all tests at all relevant items during supply, erection and installation of any works, structure, material or component as shall be required in terms of the contract documents or by the engineer-in-charge or site engineer, such tests to be conducted through agency (ies) or laboratory (ies) specified or approved by the engineer-in-charge or site engineer in this behalf.
- 5.1.5.0 Should the site engineer or test be not satisfied with the quality or workmanship of any work, structure material or component (the decision of the site engineer being final in this behalf), the contractor shall re-perform replace, reinstall and/or re-erect as the case may be, such work, structure, material or component and no such rejected work, structure, material or item or component shall be refused with reference to the work except with the prior permission of the site engineer, and the provisions of clause 5.1.7.0 hereof shall apply to default by the contractor of the provisions of this clause.
- 5.1.6.0 Notwithstanding anything provided in foregoing clauses hereof & notwithstanding that the site engineer and/or his representative has inspected tested and/or approved any particular work, structure material or component, such inspection, tests or approval shall not absolve contractor of his full responsibility under the contract inclusive of and relative to specification fulfillments and performance guarantee, the said inspection and test procedure being intended basically or satisfaction of owner that prima facie the erection done and/or material and equipment supplied incorporated in the work is in order.
- 5.1.7.0 Should the contractor fail to re-perform, re-place, re-install and/or re-erect, as the case may be, any work, structure, material or component, rejected or found defective in terms of clause 5.1.5.0 hereof within such period as the engineer-in-charge may specify by written notice to the contractor in this behalf, the contractor shall deemed to be in breach of contract within the provisions of clause 7.0.1.0 hereof with regard to termination of contract and associated provisions thereunder and the owner shall be entitled (without prejudice to any other right or remedy available to the owner) upon expiry of the period specified in said notice, to demolish and/or remove the rejected/defective work, structure, material or component and re-perform, re-place, re-install and/re-erect, as the case may be, the same by itself or through agency or contractor at the risk and costs of the contractor in all respects, and recover the cost incurred by the owner in this behalf together with a supervision charge of 25% (Twenty-five percent) thereon admissible to the owner, and the owner shall be entitled (without prejudice to any work mode of recovery) to deduct the same from the running account/final bill(s) of the contractor or any monies becoming due to the contractor from time to time and the decision of the engineer-in-charge as to the costs incurred by the owner as aforesaid shall be final and binding upon the contractor.
- 5.2.0.0 **FINAL TESTS AND POSSESSION OF WORK**
- 5.2.1.0 As soon as the works have been completed in all respect to the satisfaction of the site engineer, final tests of the works shall be undertaken by the contractor at the risks and costs of the contractor in the presence of the site engineer or his authorized representative. The owner may at its discretion permit final tests piece-meal in respect of particular part(s) or section(s) or group(s) of the work or in respect of particular job site(s) involved.
- 5.2.1.1 Upon satisfactory conclusion of the final tests, the site engineer shall prepare a final test certificate witnessed by the contractor, which shall certify the date on which the final tests in respect of the works have been successfully completed and where final test have been conducted piece-meal, shall certify the date on which the section(s) group(s) job site(s) have been successfully completed and notwithstanding final tests having been conducted in respect of entire works, the owner may at its discretion issue a final test certificate in respect of a particular part, section group of job site.
- 5.2.2.0 As and from the date of successful completion of final tests as mentioned in the final test certificate, the owner shall be deemed to have taken over the work(s) part/section(s)/group(s) in respect of which the final test certificate has been issued.
- 5.2.3.0 If during final tests or prior thereof any defect(s) in the design (in so far as the work may involve any designing on the part of the contractor or in any work performed or structure or component installed or erected or in any installations/erection or material or other terms incorporated in the works is/are noticed, the contractor shall forthwith remove and/or demolish the same and re-perform, re-place, re-install and re-erect the same and otherwise do and provide whatever is necessary to be done or provide to correct repair and/or rectify the defect(s) to the satisfaction of the site engineer and if the defect be discovered during final tests, the contractor shall thereafter repeat the final test or such of them as may be required to be repeated and so on until, successful conclusion of final tests as aforesaid without defect in respect of the entire work.

- 5.2.3.1 Should the contractor fail to correct, repair or rectify any defects as aforesaid, the provision of clause 5.1.7.3 hereof shall mutata mutandis apply as for defects under clause 5.1.5.0.
- 5.2.4.1 Notwithstanding any thing provided in clause 5.2.2.0 hereof, the owner shall be entitled without prejudice to any other right of the owner or liabilities of the contractor under the foregoing provisions hereof otherwise under the contract, including rights of the owner under clause 4.4.0.0 and hereof and associated clauses thereunder and clause 7.0.1.0 hereof and associated clauses the reunder.
- i) If by reason or any default on the part of the contractor a final test certificate has not been issued in respect of the entire work within 30 (thirty) days after the date fixed for completion of the entire works at all job sites in the progress schedule(s) to take over and use any portion of works in respect of which final test certification has not been issued with or without affording the contractor further opportunity for completing the works for issue of the final test certificate.
- ii) At any time during the progress of the works, notwithstanding that time for the completion of the entire works, of concerned part/portion or section thereof according to the progress schedule(s) shall not have expired, to take over and/or use for any purpose the incomplete or partially completed work or any part or portion or section thereof, as the case may be and give the contractor an opportunity for completing the work or relative part or portion or section thereof as the case may be, within the time for completion permitted therefor under the progress schedule and if in the opinion of the contractor, such taking over and/or use shall require an extension of time for completion, the provision of clause 4.3.5.0 hereof and associated clauses thereunder relating to extension of time shall apply :  
 Provided always that take over, possession or use of the works or any part or portion or section thereof by the owner within the provisions or item (i) and or item (ii) above shall not be deemed to be on acceptance of work or relative part or portion or section thereof by the owner or relative the contractor of his full obligations in respect thereof under the contract.
- 5.3.0.0 **COMPLETION CERTIFICATE**
- 5.3.1.0 Within 7(seven) days of issue of final test certificate in respect of the works at any job site covered by the contract, the contractor shall clear the job site of all scaffolding, wiring, pipes, surplus materials, contractor's labour, equipment and machinery and shall demolish dismantle and remove all contractor's site offices and quarters and other temporary works, structures and constructions and other items and things whatever brought upon or erect at the job site or on way land allotted to the contractor by the owner and not incorporated in the permanent works and shall remove all rubbish from the job site and the land allotted to contractor and shall clear level and dress the job site all land allotted by the owner to the contractor and unless the contractor shall have fulfilled the provisions of this clause, the works shall not be deemed to have been completed and failing compliance by the contractor of the provisions of this clauses the provisions of clause 7.0.6.0 hereof relating to termination of contract and associated provision thereunder shall apply.
- 5.3.2.0 Upon the satisfactory fulfillment by the contractor of provisions of clause 5.3.1.0 hereof, the contractor shall be entitled to apply to the engineer-in-charge for completion certificates in respect of the entire work or the works at any site, as the case may be upon submission of the following documents :
- i) The technical documents according to which the work was carried out.
- ii) Complete set of working drawings showing therein corrections and modifications (if any) made during the courses of execution of the works, signed by the engineer-in-charge.
- iii) Certificates of final levels as set for various works signed by the site engineer.
- iv) Final test certificate.
- v) Certificate of site engineer of satisfactory fulfillment of the provisions of clause 5.3.1.0 hereof.
- vi) List of owner supplied surplus materials returned to owner's stores signed by the site engineer.
- vii) Materials at site accounting for owner supplied material, signed by engineer and
- viii) List of the scrap material returned to store, signed by the site engineer and
- ix) Discharge certificate in respect of owner supplied equipment and machinery signed by the site engineer.
- 5.3.3.0 If the engineer-in-charge is satisfied of the completion of the work relative to which the completion certificate has been sought and of the completeness in all respects of the documents specified in clause 5.3.2.0 hereof the engineer-in-charge shall within 14 (fourteen) days of receipt of the application for completion certificate, issue a completion certificate in respect of the works for which the completion certificate has been applied.
- 5.3.3.1 The issue of completion certificate shall be without prejudice to the owner's rights and contractor's liabilities under the contract including the contractor's liability for the defect liability period under

clause 5.4.1.0 hereof nor shall the issue of a completion certificate in respect of the work or works at any job site be constructed as a waiver of any right or claim of the owner against the contractor in respect of work or the works at the job site in respect of which the completion certificate has been issued.

- 5.3.4.0 Upon and until issue of the completion certificate as provided for herein above in respect of the work or the works at any job site, the relative work(s) shall remain at the risks of the contractor in all respects including (but no limited to) accident, fire lighting earth quake, flood, storm, tempest, riot, civil commotion and or war.

#### **DEFECT LIABILITY PERIOD AND LATENT DEFECTS**

- 5.4.0.0 Defect liability period of works unless otherwise specified shall be 6(six) months from the date of issue of completion certificate or the expiry of the full next following monsoon season (i.e. 15 July to 15 October following the date of completion) whichever shall be later and the contractor shall at his own cost and initiative, correct repair and or rectify any and all defect(s) and/or imperfections in the design of the work (in so far as the contractor shall be concerned with the design of the work or any part thereof) and/or in the work performed and/or materials, components or other items incorporated therein as shall be discovered during the said defect liability period and in the event of the contractor failing to do so the provisions of clause 5.1.7.0 hereof shall apply.

## SECTION – 6

### MEASUREMENTS AND PAYMENT

#### **6.0.0.0 FINAL MEASUREMENTS AND PAYMENT**

6.0.1.0 Within 15(fifteen) days from the date of final test certificate in respect of the works or portion, section, group or job site, as the case may be, the contractor shall cause to be jointly taken with the site engineer final test certificate.

6.0.2.0 If the contractor fails to apply to the engineer-in-charge for final measurements within 15(fifteen) days from the date of relative final test certificate as specified in clause 6.0.1.0 hereof the site engineer may, of his own initiative, notifying the contractor in writing of the date(s) for final measurements and the contractor shall be bound to present himself for the measurements on the date(s) so notified failing which the provisions of clause 6.1.4.0 hereof shall apply.

#### **6.1.0.0 MODE OF MEASUREMENT**

6.1.1.0 All measurements shall be in the metric system and except where expressly indicated to the contrary in the schedule or rates of other contract documents, all measurements shall be taken in accordance with the procedure set forth in the schedule of rates, specifications and other contract documents, notwithstanding any provision(s) in the relative standard method of measurement or any other general at local custom to the contrary.

6.1.2.0 In the event of the mode of measurement being not provided for by the contract documents in respect of any item of the work such item of work shall be measured in accordance with the Indian Standard specification No. 1200 (Latest edition) and in the event of such item not being covered by the said Indian Standard Specifications, shall be measured in accordance with the method of measurement in this behalf determined by the engineer-in-charge whose decision shall be final and binding upon the contractor.

6.1.3.0 All measurements shall be taken jointly by the site engineer or his representative on the one hand and the contractor or his representative on the other hand. The contractor shall be bound to present himself or his authorized representative whenever, so required by the site engineer, and shall remain present throughout the time required for joint measurement.

6.1.4.0 If the contractor absents himself for any reasons whatsoever on any date appointed for joint measurements the joint measurements shall be taken by the site engineer in the absence of the contractor and the measurements signed by the site engineer shall be final and binding upon the contractor.

6.1.5.0 Measurement shall be signed and dated on each page by the contractor/contractor's representative and site engineer/site engineer's representative. If the contractor objects to any of the measurements recorded including the mode of measurement, such objection shall be noted in the measurement book against the item objected to and such not shall be signed by the contractor/contractor's representative and site engineer/site engineer's representative. In the absence of any noted objection as aforesaid, the contractor shall be deemed to have accepted the relative measurements as entered in the measurement book/sheets and shall be barred from raising any objection in respect of such measurements recorded in the measurement book.

6.1.6.0 All measurements relative to which any objections have been noted in the measurement book shall be submitted to the engineer-in-charge for his decision & the decision of the engineer-in-charge relative thereto (whether on the correct measurement to be adopted or on the mode of measurement to be adopted) shall be final and binding on the contractor.

#### **6.2.0.0 FINAL BILL**

6.2.1.0 On the basis of the final measurements entered in the measurement books/sheets (measurements decided by the engineer-in-charge upon any objection and/or the mode of measurement decided by the engineer-in-charge upon any objection, being the measurement to be adopted in such event), the contractor shall prepare a final bill in the prescribed form with reference to the total work covered by the contract, such bill to be drawn up by applying the applicable rate(s) specified in the schedule of rates to the relative measured quantity(ies)

6.2.1.1 In the event of there being any difference or dispute between the contractor and the owner as to the item(s) of the schedule of rates applicable to any particular supply, work or operation, either the contractor or any representative of the owner shall apply to the engineer-in-charge for decision on the applicable item(s) in the schedule of rates and the decision of the engineer-in-charge on the applicable item(s) of the schedule of rates shall be final and binding upon the contractor. If the engineer-in-charge shall be of opinion (which opinion shall be final and binding upon the contractor) that the disputed supply, work or operation is not covered by any in the schedule of rates then the engineer-in-

charge shall determine the applicable rate(s) in respect thereof, according to the provisions of clause 2.4.1.2 hereof and the rate(s) so determined by the engineer-in-charge shall be final and binding upon the contractor.

6.2.1.2 If the contractor has already prepared the final bill, the contractor shall amend the final bill to apply the applicable item(s) of the schedule of rate(s) and/or rate(s) as determined by engineer-in-charge and if the contractor has not prepared the final bill shall prepare the final bill accordingly.

6.2.2.0 The final bill shall, in addition in payment entitlements arrived at according to the provisions of clause 6.2.1.0 thereof and associated clause above, include therein all additional claims of the contractor as provided for in clause 6.6.3.0 hereof.

6.2.3.0 The final bill shall be submitted to the owner for payment in quadruplicate or in such other number of copies as the owner may prescribe accompanied by the completion certificate relating to the works covered by the final bill.

6.2.4.0 All monies payable under the contract shall become due and payment to the contractor only after submission to the owner of the final bill prepared in accordance with the provisions of clause 6.2.1.0 hereof and associated provisions thereunder accompanied by the completion certificate in respect of the works.

6.2.5.0 Payment of the amount(s) due on the final bill to the extent admitted by the owner, shall be made within 90(Ninety) days from due date as specified in clause 6.2.4.0 hereof.

6.2.5.1 All payment due to the contractor on the final bill shall be subjected to deduction of the retention monies as provided for in clause 2.1.3.0 and other dues from contractor, to owner, income tax as provided for under any law, rule or regulations having the force of law for time being applicable.

### 6.3.0.0 **SCHEDULE OF RATES**

6.3.1.0 The remuneration determined as due to the contractor by application of the schedule of rates to the final measurements as provided for in clause 6.2.1.0 hereof and associated provisions thereunder shall constitute the entirety of the remuneration and entitlement of the contractor in respect of the work under the contract, and no further or other payment whatsoever shall be or become due or payable to the contractor under the contract.

6.3.2.0 Without prejudice to the generality of the provisions of clause 6.3.2.0 hereof, the schedule of rates shall be deemed to include and cover:

- i) All costs, expenses, outgoings and liabilities of every nature and description whatsoever and all risks whatsoever (foreseen or unforeseen) to be taken or which may occur in or relative to the execution completion, testing and/or handing over the work to the owner and/in or relative to the acquisition, loading, unloading transportation, storing, working upon, using, converting, fabrication or erecting any item, equipment material or component in or relative to works, and the contractor shall be deemed to have known the nature scope magnitude and the extent of the works and items materials equipments and components required for the proper and complete execution of the works though the contract documents may not fully and precisely set out describe or specify them and the generality hereof shall not be deemed to be anywise limited, restricted or abridged because in certain case the contract documents or any of them shall or may and for in other case they shall or may not expressly, state that the contractor shall do or perform any particular work or operation or supply and particular items, article or material or perform any particular labour or service, or because in certain case the contract documents state that a particular work, operation supply, labour or service shall be performed/made by the contractor at his own cost or without additional payment, compensation or charge or without entitlement of claim against the owner or words to similar effect and in other case they do not, or because in certain cases it is stated that the same are included in or covered by the schedule of rates and in other case it is not so stated.
- ii) The cost of all construction plant, equipment supply of water and power, construction of temporary roads and access temporary works, pumps, Wiring pipes scaffolding, shuttering and other materials, super vision, labour, insurance, fuel, stores, spares, supplies, appliances and other materials, items, articles and things whatsoever (foreseen or unforeseen) to be supplied, provided or arranged by the contractor in or relative to or in connection with the performance and/or execution of each item specified in the schedule of rates and any related or individual work or operations by expression or implication involved therein or incidental thereto, complete in every respect in accordance with the contract Documents and the plans drawing, design order and/or instructions.
- iii) The cost of all royalties, license fees, or other fees, duties penalties, levies and damage whatsoever payable for or in respect of any protected or patented goods, materials equipment or processes employed in or relative to the work and all rents royalties license fees and any other fee, duty, penalty, levy, loose or damages payable on the excavation, removal or transportation of any material or acquisition or use of any right of way or other rights, licenses, permits, privileges or usages acquired for or relative to the performance of the work.

- iv) Customs duties, Excise Duties, stamps duties, sales taxes, quarry and port dues or charges, and all other duties, taxes, fees charges levies, octroial and/or ceases whatsoever imposed by the Central Government or State Government or municipal and Local Bodies or other authorities whatsoever payable on any materials and or works supplied or performed (including materials incorporated in the works brought to site for the performance of the works) without any entitlement to the contractor for any exemption, remission, refund or reduction thereof.
  - v) The cost of all indemnities to the owner and insurance required in terms of contract document or otherwise under any law rules or regulation ;and the cost of all risks what so ever (foreseen or unforeseen),including but not limited to risks of delay or extension of time /reduction or increase in the work or scope of work and /cancellation of contract and /or accident, strike ,civil commotion ,war , strike ,labour trouble ,third party breach , fire lighting ,inclement , weather storm, tempest, flood; earthquake and other acts of god , Government regulation or imposition or restriction, dislocation of road, rail and other transport, access or facilities ,flooding of site and /or access road/ approaches there to suspension of work, sabotage and other cause whatsoever.
  - vi) The cost of all materials supplied to the owner and/or intended for incorporation in the works delivered to the job site and stacked as instructed by the Engineer-in-charge, including (but not limited) to loading, transportation an unloading thereof waste on materials and returns of empties.
  - vii) The cost of all escalations (foreseen and unforeseen) including but not limited to increase in Government taxes and duties, labour costs and material costs.
  - viii) All supervision charges establishment overheads, finance charges and other costs and expenses and charges to the contractor and contractor's profit of and relative to the work.
- 6.3.3.0 The rates stated in the schedule of rates shall not be subject to escalation or increase on any account whatsoever.
- 6.3.4.0 Notwithstanding any provisions to the contrary in these conditions the Engineer-in-charge may at his absolute discretion agree to accept as complete any incomplete work or item of work or item of work performed by the contractor at variance with the specifications subject and upon the terms and conditions of this clause, upon such acceptance in writing by the Engineer-in-charge, such work shall be deemed to have been accepted as complete (but without prejudice to any other right(s) of the owner or obligations of the contractor relative thereto under the contract) subject to the terms and conditions of this clause. The conditions of such acceptance shall be that the work/item of work concerned shall be deemed to be a work not covered by the schedule of rates within the meaning of clause 2.4.1.2 hereof and the contractor shall be entitled to remuneration therefore only as determined by the Engineer-in-charge in accordance with the provisions of clause 2.4.2.1 hereof and the provision of the said clause shall in all respects mutatis mutandis apply to such work and the determination of the remuneration to the contractor in respect thereof.
- 6.4.0.0 **ON ACCOUNT PAYMENTS**
- 6.4.1.0 Without prejudice to the provisions of clause 6.4.2.0 hereof, the owner may at its discretion by way of assistance to the contractor make "account" payments to the contractor during the progress of the work on the basis of Running Account Bill as hereinafter more specifically mentioned.
- 6.4.1.1 Monthly or otherwise as the Engineer-in-charge may specify in this behalf, the contractor shall make a quantitative assessment of the work performed by the contractor at each job site during proceeding month or other specified period and submit a Running Account Bill (in the form prescribed by the owner) in quadruplicate to the site engineer of the work performed during the said month/period with detailed measurements thereof, the site Running Account Bill(s) to be drawn by applying unit quantities measured to the applicable item(s) in the schedule of rates. The Engineer-in-charge shall thereafter have a summary verification undertaken of the work and quantities entered in the Running Account Bill(s) and shall certify the Running Account Bill(s) for payment on basis of such verification.
- 6.4.1.2 Running Account Bill as specified in clause 6.4.1.1 hereof may be drawn by the contractor every alternate month, and on adhoc payment made by the owner in respect of the intervening month for the amount certified by the Engineer-in-charge on basis of a summary assessment made by the Engineer-in-charge to the value of the work performed by the contractor during the intervening month, such adhoc payment(s) to be deducted from the amount(s) certified by the Engineer-in-charge as payable on the Running Account Bill(s) thereafter following.
- 6.4.1.3 Where the contractor stipulates a lump sum as payable for the work or where a lump sum rate is stipulated in the schedule of rate(s) in respect of any particular work or part thereof and works are not at any intervening stage capable of measurement, the owner may at its discretion pay on a Running Account Bill prepared by the contractor according to the provisions of clause 6.4.1.1 hereof a percentage of the lump sum provided for the entirety of the work or item of the work as the work as



the case may be, on the basis of a value assessment of such work certified for payment by the Engineer-in-charge.

- 6.4.1.4 No Running Account Bill(s) shall be made and/or certified for a total value of less than Rs. 10,000/- (Rupees Ten Thousand only)
- 6.4.2.0 The amount certified for payment by the engineer-in-charge on any Running Account Bill or otherwise within the provisions of clause 6.4.1.1 to 6.4.1.3 hereof shall be conclusive for the determination of any of account payments as envisaged in clause 6.4.1.0 and no claim shall be entertained by the owner contrary there to in contradiction thereof.
- 6.4.3.0 All on account payments shall be subject to deduction there from of all dues to the owner retention monies and there deduction provided for in the contract and taxes and other monies deductible within the provision of section 194© of income Tax Act or any other law rule of regulation for time being in force.
- 6.4.4.0 All on account payments shall be regarded merely as advance payments against the amount due to the contractor in terms of contract and any such payments shall be without prejudice to the full rights to the owner under the contract and the liabilities to the contractor there under and specifically shall not be regarded as an acceptance or completion of any works paid for in terms of any Running Account bill or otherwise notwithstanding any verification or certification by the engineer-in –charge in respect thereof.
- 6.4.4.1 The schedule of Rates item(s) applied by the contractor in respect of any work in this Running Account Bill(s) or acceptance hereof by the Engineer-in-charge in verifying the Bill in respect of such work or there wise in certifying any payment within the provisions aforesaid shall not be deemed to be binding upon the owner as determining the applicable schedule of Rate item(s) and shall be without prejudice to the rights the owner within the provisions of clause 6.2.1.1 hereof.
- 6.4.5.0 Nothing provided in the foregoing clause hereof shall anyway be deemed to conform any right or entitlement on the contractor to receive on account payments, nor shall any failure or delay by the owner to make an on account payment as herein envisaged otherwise afford the contractor a ground or basis for extension of time for completion or otherwise relieve the completion from any of his liabilities under the contract.

6.5.0.0. **MODE OF PAYMENT**

- 6.5.1.0 All payments made under or in terms of the contract shall be paid in Indian currency Payment to be made by the crossed “Account Payee” cheque sent to the registered office of the contractor or other office notified in this behalf by the contractor. All cheques drawn shall be payable at the office of the owner’s bankers and in no case will be owner be responsible if the cheque is mislaid, misappropriated or otherwise lost or stolen.

6.6.0.0 **CLAIM BY THE CONTRACTOR**

- 6.6.1.0 Should the contractor consider that he is entitled to any extra payment or compensation in respect of the works over and above the amounts due to terms of the contract as specified in clause 6.3.1.0 hereof or should he contractor dispute the validity or any deductions made or threatened by the owner from any Running Account Bills or any payments due to him in the terms of the contract the contractor shall forthwith give notice in writing of his claim in this behalf to the Engineer-in-Charge and the Site Engineer within 10 (Ten) days from the date of the issue of orders or instructions relative to any works for which the contractor claims such additional payment or compensation or on the happening shall give full particulars of the nature of such claim, grounds on which it is based and amount claimed. The contractor shall not be entitled to raise any claim nor shall the owner anyway be liable in respect of any claim by the contractor unless notice of such claim shall have been given by the contractor the Engineer-in-charge and the Site Engineer in the manner and within the time aforesaid and the contractor shall be deemed to have waived any or all claims and all his rights in respect of any claim not notified to the Engineer-in-Charge and the Site Engineer in writing in the manner and within the time aforesaid.
- 6.6.2.0 The Engineer-in-charge and/or the Site Engineer shall be under no obligation to reply to any notice of claim given or claim made by the contractor with the provisions aforesaid or otherwise or to otherwise reject the same, and no omission or failure on the part of the Engineer-in-charge/Site Engineer to reject any claim made or notified by the contractor or delay in dealing therewith shall be deemed to be an admission by the owner of the validity of such claim or waiver by the owner of any of its rights in respects thereof with the intent, that all such claims otherwise valid within the provisions of clause 6.6.1.0 read with clause 6.6.3.0 and 6.6.3.1 shall be dealt with, considered by the owner at the time of submission of the Final Bill.
- 6.6.3.0 Any or all claims of the contractor notified in accordance with provisions of 6.6.1.0 hereof as shall remain/persist at the time of preparation of Final Bill by the contractor shall be separately included in the Final Bill prepared by the contractor in the form of a statement of claims, attached thereto,

giving particulars of the nature of such claim, grounds on which is based and the amount claimed and shall be supported by a copy (copies) of the notice(s) sent in respect thereof to the Engineer-in-charge and Site Engineer under clause 6.6.1.0 hereof, in so far as such claim shall in any material particular be at variance with the claim notified by the contractor within the provision of 6.6.1.0 hereof, it shall be deemed to be a claim different from the notified claim with consequence in respect that indicated in clause 6.6.1.0 hereof and with consequence in respect of notified claim as indicated in clause 6.6.3.1 hereof.

6.6.3.1 Any and all notified claims not specifically reflected and included in the final bill accordance with the provisions of clause 6.6.3.0 hereof shall be deemed to have been waived by the contractor, and the owner shall have no liability in respect thereof and the contractor shall not be entitled to raise or include in the Final Bill any claim(s) other than a notified claim conforming in all respects in accordance with the provisions of clause 6.6.3.0 hereof.

6.6.4.0 No claim(s) shall on any account be made by the contractor after the Final Bill prepared by the contractor shall reflect any and all claims whatsoever of the contractor against the owner arising out of or in connection with the contract or work performed by the contractor there under or in relation thereto and the contractor shall notwithstanding any enabling provision in any law or contract and notwithstanding any claim in quantum merit at that the contractor could have in respect thereof, be deemed to have waived any and all such claims not included in the Final Bill and to have absolved and discharged the owner from and against the same, even if in not including, the same as aforesaid, the contractor shall have acted under a mistake of law or fact.

6.6.5.0 Notwithstanding the existence of any claim by the contractor in terms hereof or otherwise, the contractor shall continue and perform the works in completion in all respect according to the contract (unless the contract or works are priorly determined by the owner in terms hereof) and shall remain liable and bound in all respects under the contract.

6.6.6.0 The payment of any sum on account to the contractor during the performance of any work or item of work in respect of which claim has been notified by the contractor in terms of clause 6.6.1.0 hereof or the making or negotiation of any interim arrangement in respect of the performance of such work or item of work by the owner, shall not be deemed to be an acceptance of the related claim by the owner or any part or portion thereof, with the intent that any such payment shall constitute merely a facility or assistance to the contractor, and not an obligation upon the owner.

#### **6.6.7.0 DISCHARGE OF OWNER'S LIABILITY**

6.7.1.0 The acceptance by the contractor any amount paid by the owner to the contractor in respect of final dues of the contractor determined in accordance with the provisions of clause 6.3.1.0 hereof upon condition that the said payment is being made in full and final settlement of all said dues to the contractor shall without prejudice to the claim of the contractor included in the Final Bill in clause 6.6.0.0 hereof and associated provisions there under be deemed to be in full and final satisfaction of all such dues so the contract notwithstanding any qualifying of remarks, protest or condition imposed or purported to be imposed by the contractor relative to the acceptance by the contractor of any payment made as aforesaid the contract (including the arbitration clause) shall, subject to the provision of clause 6.6.2.0 hereof stand discharged and extinguished except in respect of the contractor's entitlement to receive the adjustment portion of the security Deposit in accordance with the provisions of clause 6.6.2.0 hereof successful completion of the defect liability period.

6.7.1.1 The acceptance by the contractor of any amount paid by the owner to the contractor in respect of the notified claims of the Contractor included in the Final Bill in accordance with the provision of Clause 6.6.0.0 hereof and associated provisions there upon the condition that such payment is being made in full and final settlement of all the claims of the contractor shall, subject to the provisions of clause 6.7.3.0 hereof, be deemed to be in full and final satisfaction of all claims of the Contractor notwithstanding any qualifying remarks, protest or condition imposed or purported to be imposed by the Contractor relative to the acceptance of such payment, with the intent that upon acceptance by the Contractor of any payment made as aforesaid the contract (including the arbitration clause) shall stand discharged and extinguished in so far as relates to and/or concerns the claims of the Contractor.

6.7.1.2 Notwithstanding any thing provided in Clause 6.7.1.0 and/or Clause 6.7.2.8 hereof the Contractor shall be and remain liable for defects in terms of Clause 5.4.1.0 hereof and any indemnified to the owner in terms of Clause 6.8.1.0 and shall be any remain entitled to receive the unadjusted in the hands of the owner in terms of Clause 6.8.1.0 hereof.

#### **6.8.0.0 FINAL CERTIFICATE**

6.8.1.0 Within 15(Fifteen) days of the contractor's application made after the expiry of the period liability provided for in Clause 5.4.0 hereof and satisfaction all liabilities of the Contractor in respect

thereof, the Engineer-in-charge shall issue a Final Certificate to the Contractor certifying that Contractor has performed his obligations in respect of the defect liability period in terms of Clause 5.4.1.0 hereof, and until issue of such Final Certificate, the contractor shall be deemed not to have performed such liabilities notwithstanding issue of the completion Certificate or payment of the Final Bill by the owner.

6.8.2.0 Upon application for the Final Certificate the Contractor shall be deemed to have warranted that it/he has fully paid and satisfied all claim for work, labour materials supplied, equipment and all other entitlements whatsoever touching or affecting the Contract, and to have undertake to indemnify and keep indemnified the owner from and against all claims, demands, debts, liens obligations and liabilities whatsoever arising there from or relating thereto AND upon issue of the Final Certificate, the contractor, shall be deemed to have released acquitted and discharged, the owner from and against all claims (known or unknown), lines demands or causes of action of any kind whatsoever arising out of or relating to the contractor or otherwise howsoever touching or affecting the same and have undertaken from and against the same.

6.8.3.0 Within 15 (Fifteen) days of application made by the contractor in this behalf accompanied by the Final Certificate or within 15 (Fifteen) days of the passing of the contractor's Final Bill by the owner which ever shall be the later, the owner shall pay/refund to the contractor, unadjusted balance (if any) of the Security Deposit for the time remaining in the hands of the owner, and upon such payment/refund, the owner shall stand discharged of all liabilities and liabilities under the contract.

6.9.0.0 **CLAIMS OF OWNER**

6.9.1.0 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 owner without reference to the actual/loss or damage sustained and whether or not any damaged shall have been sustained.

6.9.2.0 No release/payment of any unadjusted balance of the Security Deposit by the owner to the contractor as aforesaid or otherwise shall be deemed, or treated as waiver of such right(s) or claim(s) of the owner from thereafter making or enforcing any claim or any right(s), against the Contractor.

## SECTION – 7

### TERMINATION

#### 7.0.1.0 TERMINATION

7.0.0.0 Notwithstanding anything elsewhere herein provided and in addition to any other right or remedy of the owner under the contract or otherwise to (including the right of the owner to claim compensation for delay in completion of the works within the provisions of clause 4.4.0.0 hereof) the owner shall be entitled to terminate the contract by written notice at any time during its currency on or after the occurrence of any one or more of the following events/contingencies namely:

- i) Default or failure by the contractor of any of the obligations of the contractor under the contract, including but not limited to:
  - a) Failure to start the work within 10(ten) days of handing over the job site to the contractor and in the event of more than one job site involved within 10(ten) days of handing over of concerned job site to the contractor.
  - b) Failure to commence any work at job site in accordance with the time prescribed in this behalf in the Progress of schedule.
  - c) Failure to carry out or carry on the works of any of them to meet the progress schedule.
  - d) Failure to provide at each job site sufficient labour, material, equipment machinery, temporary works and/or facilities required for the proper and/or due execution of the work or any part thereof.
  - e) Failure to execute the works or any of them in accordance with the contract.
  - f) Disobedience of any other or instruction of the Site Engineer and/or Engineer-in-charge.
  - g) Negligence in carrying out the works or carrying out of work found to be unsatisfactory by the Engineer-in-charge.
  - h) Abandonment of the works or any part thereof.
  - i) Substantial suspension of the works or any part thereof for a period of 14 (fourteen) days or more without authority of the Engineer-in-charge.
  - j) Commission, permission or sufferance of any other breach of any of the terms, conditions or provisions of the contract on the part of the Contractor to be paid performed and/or observed.
  - k) Failure to deposit the initial Security Deposit within 10 (Ten) days of receipt by the Contractor of Acceptance of tender.
  - l) Failure to execute the contract in terms of the form of contract forming part of the Tender Documents within 10 (ten) days of notice in this behalf from the owner.
- ii) If the contractor is incapable of carrying out the work.
- iii) If the contractor mis-conducts himself in the manner.
- iv) If there is any charges in the constitution of the contractor (if a firm) or in the circumstances or organization of the Contractor, which is detrimental to the interests of the owner.
- v) Dis-solution of the contractor (if a firm) or commencement of liquidation or winding up whether voluntary or compulsory of the Contractor (if a company or appoint of a receiver of Manager of any of the Contractor's assets and/or insolvency of the Contractor (if a sole proprietorship) or of any partner of the contractor (if a firm).
- vi) Distress, execution, or other legal process being levied on or upon any of the Contractor's goods and or assets.
- vii) Death of a Contractor (if an individual).
- viii) If upon any charge in the partnership/constitution of a Contractor's organization (if a partnership) the owner shall refuse to continue the contract with the reconstituted firm.
- ix) If the contractor or any person employed by him shall make or offer for any purpose connected with the contract any gift, gratuity, royalty, commission, gratification or other inducement (whether money or in any other form(s) to any employee or agent of the owner.
- x) If the contractor shall assign or attempt to assign his interest or any part thereof, in the contract.

7.0.1.0 The decision of the Engineer-in-charge as to whether any of the events/contingencies mentioned in Clause 7.0.1.0 here entitling the owner to terminate the Contract, has occurred or not shall be final and binding upon the Contractor.

7.0.2.0 The notice of termination shall setforth in addition to a statement of the reason for terminating the contract, the term(s) and place(s) for conducting a survey and measurement of the work performed under the contract upto the date of termination for the purpose of determining the final amount(s) due to the Contractor therefore. The reasons(s) for termination stated in the notice of termination, shall be final and binding upon the contractor.

7.0.3.0 For the purpose of measurements, the provision of Clause 6.1.1.0 to 6.1.3.0 hereof shall apply only completed items of work shall be reckoned for the purpose of measurements and the decision of the

Engineer-in-charge as to whether or not any works have been completed for the purpose of measurement shall be final and binding upon the Contractor. Incomplete items of works shall be measured only on the basis of materials supplied and the decision of the Engineer-in-charge as to the quantity of materials involved in relative to any incomplete works shall be final and binding upon the contractor.

7.0.4.0 For the purpose of determining the amount due to the contractor in respect of the work, the provisions of Clause 6.2.1.0, 6.2.1.1, 6.2.2.0 and 6.3.1.0 shall apply and the measurements taken shall for the purpose of such accounting be deemed to be final measurements and the bill prepared by the contractor on basis thereof shall be deemed to be final bill and no other amount(s) shall be due to the contractor in respect thereof, subject to the provisions of Clause 6.6.0.0 and associated clauses thereunder with regard to claims of the contractor.

7.0.5.0 Within 7(Seven) days of the completion of the measurements, the contractor shall clear the job site of all scaffolding, wiring, pipes surplus, materials, contractor's labour, equipment and machinery and shall demolish, dismantle and remove all contractor's site offices and quarters and other temporary works, structures and construction and other items and things whatsoever brought upon or erected at the job site or on any land allotted to the contractor by the owner and not incorporated in the permanent works and shall remove all rubbish from the job site and the land allotted to contractor and shall clear, level and dress the job site and said land to the satisfaction of the Engineer-in-charge and shall put the owner in undisputed custody and possession of the job site and all land allotted by the owner to the contractor.

7.0.6.0 Should the contractor fail to comply with provisions of Clause 7.0.5.0 hereof in the manner and within the time specified therein, the owner shall have the right at the risk and costs of the contractor in all respects to clear the job site of all scaffolding, wiring pipes, surplus, materials, contractor's labour, equipment and machinery and other materials and things and/or demolish/dismantle and remove all contractor's site offices and quarters and other temporary works, constructions and erections whatsoever on or at the job site or at any land allotted to the contractor by the owner and/or remove all rubbish from the job site and land allotted to the contractor and clear, level and dress the job site and said land to the satisfaction of the Engineer-in-charge and take disputed possession and custody of the job site and allotted to the contractor and store, sell, dispose of and/or otherwise deal with any/all material, equipment and machinery etc. and other items and things aforesaid and recoveries of any demolition/dismantling as the owner shall in its absolute discretion deem fit and the contractor shall forthwith on demand pay the owner the entirety of the costs/expenses of the owner relative to the above **together within 25% (Twenty-five percent)** thereof to cover owner's supervisions, with right in owner, (without prejudice to any other mode of recovery) to recover the same from the proceeds of any sale of disposal as aforesaid of any monies of the Contractor held by owner or dues of the Contractor AND the Contractor BOTH HERE BY irrevocable nominate, constitute and appoint the owner (with right to the owner to delegate any and all its rights in terms hereof to such of its officer(s) and/or other person(s) as it shall deem fit) for and on behalf of and as attorney of the contractor to do, commit and sign all acts, deeds matters and things as shall or may be necessary to be done, committed and/or signed by the owner to put in effect the provisions of this clause with full right to enter into arrangements with third parties for or relatives to the storage sale and/or other disposal of any material, equipment and machinery etc. and other items and things and to enter into or upon any of the contractor's premises and to break open if necessary locks, bolts fasteners, bonds or other devices and restricting entry hereto and generally to do all other acts, matters and things as shall be necessary to give full effect to the provision of this clause.

**PROVIDED ALWAYS** that

- i) The owner shall be entitled, without prejudice to the foregoing and in addition thereto, upon the contractor failing to comply with the provisions of clause 7.0.5.0 hereof after removing/demolishing dismantling from the job site or land allotted to the contractor any of the Contractor's scaffolding, wiring pipes, materials, temporary works and other items and things by written notice to the Contractor to take delivery of lift and/or clear the same within 7 (Seven) days (or such other period as may be specified in said notice) of date of said notice, failing which the owner shall abandon the same at the risks and the costs of the Contractor and should the Contractor fail to take delivery of, it and/or clear the same within the period in this behalf, specified in said notice, the owner shall be entitled any time thereafter abandon (without prejudice to any other rights of the owner) the owner shall stand absolutely discharged and absolved in respect of all and any material, equipment, machinery and other items and things whatsoever abandoned as aforesaid.
- ii) Notwithstanding anything to the contrary herein provided nothing herein stand shall constitute the owner as a trustee or bailee of the Contractor's material, equipment machinery or other items or things removed, cleared, demolished dismantled or abandoned as aforesaid, nor shall the owner be bound in

law or act by and duty of care in respect thereof with the intent that all actions dealings and disposal within the provisions of this clause shall be exclusively at the risks and ability of the Contractor (including relative to any loss or damage) and the owner shall not be howsoever responsible, accountable or liable in respect thereof.

- 7.0.7.0 If the any cause (including but not limited to resistance put up by the contractor and/or his servants or agents or any Court order consequent upon a suit or proceeding filed by the contractor) the Owner is unable to fully take over possession of the entire works at any or all job sites within seven days from the date of completion of the measurements as contemplated above, the Owner shall in addition to all amounts, compensation and/or damages recoverable from the contractor in terms hereof (including but not limited to Owner's entitlements under clause 4.4.0.0 and clause 7.0.9.0 hereof) or otherwise he entitled to recover from the Contractor liquidated damages in the amount equivalent to 1% (one percent) of the total contract value as specified in the Acceptance of Tender for each week or part thereof that the said taking over the possession at any job site is delayed beyond the period of seven days specified above without any limitation as to quantum or percentage of such damages.
- 7.0.8.0 Notwithstanding anythings provided in clause 7.0.6.0 the Owner shall have the rights at and time prior to the removal of the same from the job site, to take possession such of the Contractor's material at any and all job sites as the owner shall deem fit, and the Contractor shall be entitled to compensation for any such material taken over as for surpluses within the provisions of clause 3.1.5.0 (xviii) and (xix) hereof (and the provisions thereof shall mutates/mutandis in so far as applicable, apply thereto).
- 7.0.9.0 Upon termination of Contract, the Owner shall be entitled at the risk and expenses of the Contractor by itself or through any independent contractor(s) or partly by itself and/or partly through independent) contractor(s) to complete to its entirely the work as contemplated in the scope of work and to recover from the contractor in addition to any other amounts compensation or damages that the owner may in terms hereof or otherwise be entitled to (including compensation within the provisions of Clause 4.4.0.0 and Clause 7.0.7.0 hereof) the difference between the amount as would have been payable to the contractor in respect of the work (calculated as provided for in Clause 6.2.0.1 hereof read with the associated provisions there under and clause 6.3.1.0 hereof and the amount actually spent by the owner for the completion of the entire work as aforesaid together with 25% (twenty five percent) thereof to owner's supervision charges, and in the event of the latter being in excess of the former, the owner shall be entitled (without prejudice to any other Mode of Recovery available to the owner) to recover the excess from the security deposit or an monies due to the Contractor.
- 7.1.0.0 **No amount shall be due** and payable to the Contractor upon or in the event of termination of the contract unless and until the entirely of the works as contemplated in the scope of the work shall have been complete in all respects to the satisfaction of the owner and following such completion the defect liability period in respect thereof as here in otherwise provided for his lapsed and all payment finally due on any account to the owner and/or other contractor(s) in respect of the balance works have been finally settled and the owner has been discharged from all liabilities in respect thereof.
- 7.2.0.0 If upon the satisfaction of the provisions of clause 7.0.9.0 and 7.1.0.0 hereof, there shall remain in the hands of the owner any excess/balance after all accounting and adjustment of all dues from the contractor to the owner, the owner shall forthwith pay over the excess/balance to the Contractor and in the event of the Security Deposit and other dues of the Contractor in the hands of the owner insufficient to meet the dues of the owner as aforesaid, the Contractor shall forthwith on demand by the owner pay the owner the shortfall.

## SECTION – 8

### MISCELLANEOUS

#### **8.0.0.0 PERSONAL ACTS AND LIABILITIES**

8.0.1.0 No Director, Office or other employee of the owner shall anyway be personally bound or liable to the Contractor for the act, omission or obligations of the Owner under the contract or otherwise or be personally answerable to the Contractor for or in respect of any default or omission in the performance of any act(s), deed(s), matter(s) or things to be observed and/or performed by the Owner under the Contract.

8.0.2.0 The Contractor shall not be entitled to any increase in the rate(s) mentioned in the Schedule of Rates of any of them or any other payment, right, benefit or claim whatsoever by reason of any representation, explanation, statement, assurance or understanding given or alleged to have been given to him by any Director, Officer or other employee of the owner nor shall any director, officer or other employees of the owner be personally liable for or in respect of any representation, explanation, statement or assurance or understanding given or alleged to or any other person relative to the contract.

8.0.3.0 The Contractor shall not under any circumstances pay or advance to any officer(s), servant(s) or agent(s) of the owner and any sum or money or any account without prior authority of the Owner in writing and any such payment made or money advanced by the Contractor without such authority shall be entirely at the risk of the contractor without any liability to the owner respect thereof.

8.0.4.0 Any money paid to any partner of the Contractor (if a firm) any receipt, settlement, acknowledgement of liability or other document whatsoever signed by any one of the partners of the firm or erstwhile partner of the firm (without notice of the cessation of his interest) or any portion hold out to be partner of the firm shall be binding upon the Contractor vis-à-vis the owner and shall constitute a full release and discharge to the owner and/or valid settlement, acknowledgement or obligation (upon the Contractor, as the case maybe and the owner shall not be concerned with the application of any monies so paid or the authority of the concerned partner (erstwhile or purported partner) vis-à-vis the other partners to make the settlement receipt, acknowledgement or other document(s) concerned provided always that the owner shall be entitled at his discretion at any time to call upon all the partners of the contractor firm to sign any receipt settlement acknowledgement or other document(s) including any receipt, settlement acknowledgement or other document signed by a partner (or erstwhile or purported partner) as aforesaid and all the partners of the firm shall when called upon to do so by the Owner, forthwith sign the receipt, order, acknowledgement or other document required to be so signed.

8.1.0.0 The Contractor shall be exclusively **liable** for the payment of any and all taxes now or hereafter imposed increased or modified in respect of any work done and or materials supplied and for the payment of all contributions and taxes for unemployment compensations, insurance and old age pension and annuity now or hereinafter imposed by the Central or any State Government or authority with respect to or covered by the wages, salaries or other compensations paid to person employed or engaged by the Contractor and both hereby undertake to indemnify and keep indemnified the Owner from and against the same and all claims, actions, demands and payments whatsoever against the Owner howsoever arising therefrom or in connection therewith.

#### **8.2.0.0 GOVERNMENT REGULATIONS**

8.2.1.0 The Contractor shall comply with the ensure strict compliance by his/its sub-contractors, servants and agents of all applicable Central, State, municipal and Local Laws and regulations of any Central, State or Local Bodies and authorities and undertake of indemnify the Owner from nd against all levies, damages, penalties and payments whatsoever as may be imposed by reason of any breach or violation of any law rule or regulation whatsoever and all actions, claims and demands arising therefrom and or relative thereto.

#### **8.3.0.0 LABOUR LAWS AND REGULATIONS**

8.3.1.0 The Contractor shall be responsible for strict compliance of and shall ensure strict compliance by its sub-contractors, servants and agents of all labour and other laws, rules or regulations, having the force of law affecting the relationship of employer and employees between the Contractor/Sub-Contractors and their respective employees.

8.3.2.0 The Contractor and sub-Contractor (s) of the Contractor shall obtain authority(ies) designated in this behalf under any applicable law, rule or regulation (including but not limited to Factories Act

and Contract Labour Abolition and Regulation) Act, 1970 (in so far as applicable) any and all such licence(s), consent(s), registration (s) and or other authorization (s) and shall from time to time be or become necessary for or relative to the execution of the work or any part of or portion thereof on the storage or supply of any material(s) or otherwise in connection with the performance of the contract, and shall at all time observe and ensure due observance by the Sub-Contractors, Servants and agents, of all terms and conditions of the said licence(s), consent(s), regulation(s) and other authorization(s) and laws, rules and regulations applicable thereto.

8.3.3.0 Nothing in the contract documents stated shall anyway constitute workman/employees of the Contractor or any Sub-Contractor as or to be workman/employee of the Owner or place obligation or liability in respect of any such workman/employee upon the Owner.

8.3.4.0 The Contractor shall indemnify and keep indemnified the owner from and against all actions, claims, demands, and liabilities whatsoever under and in respect of the breach of any of the provision of Clauses 8.3.1.0 to 8.3.3.0 and/or against and claim, actions or demand by any workman/employee of the Contractor or any Sub-Contractor under any law, rule or regulation having the force of law, including but not limited to claim/against the owner under the Workmen Compensation Act, 1920, the Employees Provident Funds Act, 1952 and/or the contract Labour (Abolition & Regulation) Act, 1970.

#### **8.4.0.0 SAFETY REGULATION ACCIDENT AND DAMAGE**

8.4.1.0 The Contractor shall be responsible at his own cost in and relative to performance of the work and contract to observe and to ensure observance by his Sub-Contractors, Agents and servants of the provisions of the safety Code as hereinafter appearing all fire safety and security regulations s may be prescribed by the Owner from time to time and such other precautions and measures as shall be necessary and shall employ/deploy all equipment necessary to protect all work materials properties, structures, equipments, installations communications and facilities whatsoever from damage loss or other hazard whatsoever (including but not limited to fire and explosion) and shall during construction and other operations minimize the disturbance and inconvenience to the owner other contractors, the public and the adjoining land and property owners and occupiers and crops, trees and vegetation and shall indemnify and keep indemnified the owner from and against all losses and damages and costs, charges and expenses and penalties action, claims demands and proceedings whatsoever suffered or incurred by or against the Owner as the case may be any virtue or any loss alteration, displacement, disturbance or destruction or accident to any work, materials, properties, structures, equipments, installations communications and facilities and land and property owner and, occupiers and crops, trees and vegetations as aforesaid, with the intent that the Contractor shall be exclusively responsible for any accident, loss damage alteration, displacement, disturbance or destruction as aforesaid resultant directly or indirectly form any breach by the contractor of his obligations aforesaid or upon any operation, act or omission of the contractor his Sub-Contractor(s) or agent(s) or servant(s).

8.4.2.0 The Contractor's liabilities/under Clause 8.4.1.0 and otherwise under the Contractor shall remain unimpaired notwithstanding the existence of any storage-cum-erection or other insurance covering any risk damage, loss or liability for which the contractor is liable to the Owner in terms of the foregoing sub-clause or otherwise and/or in respect of which the contractor has indemnified the Owner with the intent that notwithstanding the existence of such insurance the contractor shall be and remain fully liable for all liabilities and obligations under the contract and indemnities to the Owner, and the Owner shall not be obliged to seek recourse under such policy(ies) in preference to recourse against the Contractor or otherwise to exhaust any other remedy in preference to the remedies available to in under contract.

#### **8.5.0.0 INDEMNITY AND INSURANCE**

8.5.1.0 The Contractor shall at all time indemnity and keep indemnified the Owner and its Officers, servants and agents from and against all third party claims whatsoever including but not limited the property loss and damage personal accident, injury or death of/to property or person of and sub-contractor and/or the servants or agents of the Contractor, any sub-contractor(s) and/or the Owner and the Contractor shall at his own cost and initiative at all times upto the successful conclusion of the defect liability period specified in Clause 5.4.0.0 hereof take out and maintain all insurable liabilities under this Clause, including but not limited to third party insurance and liabilities under the Motor Vehicles Act, Workmen's Compensation Act, Fatal Accident Act, Personal Injuries Insurance Act, Emergency Risk Insurance Act and/or other industrial legislation from time to time enforce in India with insurance company(ies) approved by the Owner and such policy(ies) shall be of not lesser limit than the limit here under specified with reference to the matters hereunder specified, namely a) Workmen's Compensation Insurance to the limit to which compensation may be payable under the laws of the Republic of India b) Thirty Party Insurance



body injury and property damage to the limit of not less than Rs. 1,00,000/- (Rupees One Lakh only) in each accident at each job site and to a limit of not less than Rs. 5,00,000 (Rupees Five Lakhs only) for all accidents all job sites.

Provided that the limits specified above shall operate only as a specification of minimum limits for insurance purposes, but shall not anyway limit the Contractor's liability in terms of this clause to the limit(s) specified.

8.5.2.0 Should the Contractor fail to take out and/or keep a foot insurance as provided for in the foregoing sub-clause, the owner shall be entitled (but without obligation to do so\_ to take out and/or keep a foot such insurance at the cost and expenses of the Contractor and without prejudice to any other rights of remedies of the owner in this behalf, to deduct the sum(s) incurred therefore from the dues of the Contractor.

#### 8.6.0.0 **TRAINING OF APPRENTICES**

8.6.1.0 The Contractor shall if and when called upon by the Engineer-in-charge during the currency of contract himself engage and/or procure engagement by his sub-contractor(s) of such number of apprentices and for such period as may be required by the Engineer-in-charge in this behalf. Such apprentices shall be trained in accordance with the provision of the Apprentices Act, 1961 and any other Act, rule and regulation having the force of law, regulating upon the employment of apprentices, and the Contractors shall be responsible at his own cost and initiative and without entitlement to and extra compensation or remuneration from the Owner in this behalf to fulfil obligations of the employer under the said Act, including liability for payment to apprentices as required thereunder.

#### 8.7.0.0 **RECORDS AND INSPECTION**

8.7.1.0 The Contractor shall if and when required by the Engineer-in-charge produce or cause to produce before the Engineer-in-charge or any other officer of the Owner designated by the Engineer-in-charge in this behalf, for examination any cost or other book(s) or account and/or other records and documents in the possession of the Contractor or any Sub-Contractor or subsidiary or associated firm or Company of the Contractor any Sub-Contractor and or copies or extracts thereof and/or other information or returns relative thereto (such returns to be verified in the manner prescribed by the Engineer-in-charge or other officer aforesaid designated in this behalf) as may be required relative to execution of the contract or for verifying or ascertaining the cost of any material, labour, service or item or thing whatsoever in connection with the Contract and the decision of the Engineer-in-Charge or other officer designated in this behalf, as the case maybe as to whether any book, relevant for any of the purposes aforesaid shall be final and conclusive.

8.7.2.0 Should the Engineer-in-charge (whose decision in this behalf shall be final) consider it necessary for the purpose of verifying or ascertaining the cost of production of any item or thing to examine the works and/or records of the contractor or any sub-contractor(s) or any subsidiary or associate firm or company of the contractor engaged in the fabrication manufacture or assembly of such item or thing the contractor shall permit and/or facilitate such inspection by the Engineer-in-charge or other officer of the Owner designated in this behalf by the Engineer-in-charge or concerned officer all assistance as shall be necessary for the purpose.

#### 8.8.0.0 **PATENTS AND ROYALTIES**

8.8.1.0 If any equipment machinery or materials to be used or supplied or methods or processes to be practiced or employed in the performance of this contract is/are covered by patent under which Contractor is not licenced, Contractor shall before supplying or using the equipment, machinery, materials, method of process, as the case may be, obtain such licence(s) and pay such royalty (ies) and licence fee(s) as may be necessary in connection with the performance of this contract. In the event that the Contractor fails to pay such royalty or obtain such licence, the Contractor will defend at its own expense any suit for infringement of patent which is brought against the Contractor or the Owner as a result of the failure, and shall pay any damages and costs awarded in such suit and will keep Owner indemnified from and against all other consequences thereof.

#### 8.9.0.0 **ARTICLES OF VALUE FOUND**

8.9.1.0 All gold silver and other metals and minerals or ore of any kind or description and all precious and semi-precious stones and bearing earth, rock or strata, coins, treasures, treasure trove, antiques and other items and things whatsoever which shall be found under or upon the job site

shall be as between the contractor and owner and the exclusive property of the owner and the Contractor shall forthwith upon discovery thereof notify the Owner of such discovery with the details of the item(s) or things discovered and pending directions by the Owner for the disposal thereof shall hold and preserve the same as trustee of the Owner to the satisfaction of Engineer-in-Charge.

8.10.0.0 **MATERIALS OBTAINED FROM DIS-MANTLING**

8.10.1.0 Any material obtained by the Contractor consequent upon dismantling of any building structure or construction whatsoever at the job site other than any building, structure or construction dismantled by the contractor pursuant to the contractor's liabilities for defects as elsewhere herein provided shall be the exclusive property of the Owner.

8.11.0.0 **LIENS AND LIABILITIES**

8.11.1.0 If at any time there is evidence of any lien or claim for which the Owner might be or become liable and which in terms of the contract or otherwise is chargeable to the Contractor, the Owner shall have the right to retain out of any payment then due or thereafter becoming due to the Contractor an amount sufficient to completely indemnify the Owner against such lien or claim and should be Contractor dispute such lien or claim and/or such lien or claim be found to be valid, the owner may pay and discharge the same and deduct the amount so paid together with any legal and other cost, charges and expenses incurred by the Owner in defending an action and/or in obtaining legal advice or opinion relative to the lien, claim or action, from any monies retained as aforesaid and any monies then due or thereafter becoming due to the Contractor and if on monies have been retained and or are due or liable to become due to the Contractor and/or if the same be insufficient to satisfy the payment(s) aforesaid, the Contractor shall on demand pay to the Owner the same, and failing such payment within 10 (ten) days of demand by the Owner in this behalf shall be liable to pay interest on the amount due from the date of demand up to and until the date of payment in full @ 15% (fifteen percent) per annum and the provision hereof (in-so-far as such notice shall be deemed to be necessary in addition to the contractual provisions herein) shall be deemed to constitute a notice for the payment of interest under the provisions of the Interest Act, 1839.

8.12.0.0 **COLLECTION OF INDEBTNESS**

8.12.1.0 Without prejudice to any other rights or remedies of the Owner and in addition to any other provisions thereof, the Owner shall be entitled to deduct out of the Security Deposit or any monies for the time being of the Contractor in its hands any payment then due or becoming due to the Contractor and all amounts due to the Owner from the Contractor arising out of or in connection with the Contract.

8.13.0.0 **LIABILITIES FOR SUB-CONTRACTORS**

8.13.1.0 Without prejudice to any other liabilities or obligations of the Contractor relative to Sub-Contractors in terms hereof or otherwise the Contractor shall require every Sub Contractor to whom any portion of work to be performed under the contract has subcontracted, to comply with the provision of the contract insofar as applicable to each Sub-Contractor, and the Contractor shall hold the Owner harmless and indemnified from and against any and all penalties, action, claims and demands and costs, charges and expenses whatsoever arising out of or occasioned by the failure of the Contractor or any Sub-Contractor(s) to make full and proper compliance with any of the terms and conditions of the contract.

## **SECTION-9**

### **ARBITRATION & CONCILIATION**

9.0.0.0

#### **ARBITRATION & CONCILIATION**

**At the first instance both the parties shall make efforts to resolve the dispute through conciliation as per the procedures laid down in the Arbitration and Conciliation Act, 1996 failing which, disputes shall be referred to the arbitration as per the provision provided hereunder.**

**All matters, questions or differences whatsoever which shall at any time arise between the parties hereto, touching the construction, meaning, operation or effect of the contract or out of the matters relating to the contract or breach thereof or the respective rights or liabilities of the parties whether during execution or after completion of the work or whether before or after termination, shall after written notice by either party to the contract be referred to the sole arbitration of General Manager, Panipat who may himself enter into the reference as Arbitrator or appoint any other person to be the Arbitrator. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made thereunder.**

## **SECTION – 10**

### **SAFETY CODE**

#### 10.0.0.0 **GENERAL**

10.0.1.0 Contractor shall adhere to safe construction practice and guard against hazardous and unsafe, working conditions and/shall comply with Owner's safety rules as/set forth herewith.

#### 10.1.0.0 **FIRSTAID AND INDUSTRIAL INJURIES**

10.1.1.0 Contractor shall maintain first-aid facilities for its employees and those of its sub-contractors.

10.1.2.0 Contractor shall make outside arrangements for ambulance service and for the treatment of industrial injuries. Names of those providing these services shall be furnished to Engineer-in-charge prior to start of construction and their telephone number shall be prominently posted in Contractor's field office.

10.1.3.0 All critical industrial injuries shall be reported promptly to Engineer-in-charge and a copy of Contractor's report covering each personal injury requiring the attention of a physician shall be furnished to Owner.

#### 10.2.0.0 **GENERAL RULES**

10.2.1.0 Carrying/striking of matches, lighters inside the project area is strictly prohibited. Violators of the no smoking rules shall be discharged immediately. Within the operation area, no hot work shall be permitted without valid gas, safety/fire permits. The Contractor shall be held liable and responsible for all lapses of his sub-contractors employees in this regard.

#### 10.3.0.0 **CONTRACTORS BARRICADES**

10.3.1.0 Contractor shall erect and maintain barricades required in connection with his operation to guard to protect.

- i) Excavations
- ii) Hoisting area
- iii) Area adjudged hazardous by Contractor's/Owner's/Inspectors
- iv) Owner's existing property liable to damage by Contractor's operation, in the opinion of Engineer-in-charge/Site Engineer.
- v) Rail-Road unloading spots.

10.3.2.0 Contractor's employees and those of its sub-contractors shall become acquainted with Owner's barricading practice and shall respect the provisions thereof.

10.3.3.0 Barricades and hazardous area adjacent to but not located in normal routes of travel shall be marked by red flasher lanterns at nights.

#### 10.4.0.0 **SCAFFOLDING**

10.4.1.0 Suitable scaffoldings shall be provided for workmen for all works that can not 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 used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used carrying materials as well, suitable foot-holds shall be provided on the ladder and the ladder shall be given in inclination not steeper than 1 in 4 (1 horizontal and 4 vertical).

10.4.2.0 Scaffolding or staging more than 12' above the ground floor, swing or suspended from an overhead support or the erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise rewarded at least 3' high above the floor or platform of scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings 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 of structure.

10.4.3.0 Working platform, gangways and stairways should be so constructed that they should not soundly or unequally and if the height of the platform or the gangway or the stairway is more than 12' above ground level or floor level, they should be closely boarded should have adequate width and should be suitably fastened as described in 10.4.2.0 above.

10.4.4.0 Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall or persons or materials by providing suitable fencing or railing whose minimum height shall be 3'-0".

10.4.5.0 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 30' in length while the width between the side rails in lung ladder shall in no case be less than 11.5 inches for ladder upto and including 10' in length for longer ladder this width would be increased at least 1/4" for each additional foot length. Uniform step spacing shall not exceed 12". Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the site of work shall be so stacked or placed as to cause danger or inconvenience to any person. The Contractor shall also provide all necessary fencing and lights to protect the workers and staff from accidents, and shall be bound to bear the expenses of defense of every suit, action or other proceeding at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay damages and costs which may be awarded in any such suit or action or proceedings to any such person or which may be with the consent of the Contractor be paid to compromise a claim by any such person.

10.5.0.0 **EXCAVATION AND TRENCHING**

10.5.1.0 All trenches 4' or in depth, shall at all times be supplied with atleast one ladder for each 10' or fraction thereof.

10.5.2.0 Ladder shall be extended from bottom of the trench to at least 3'-3" above the surface of the ground. The site of the trenches which are 5' or more in depth shall be stepped back to give suitable slope, securely held by timber backing, so as to avoid the danger of slides or collapse. The excavated material shall not be placed within 5' of the edge of the trench or half of the trench or Cutting shall be done from top bottom. Under no circumstances under mining or under cutting be done.

10.6.0.0 **DEMOLITION**

10.6.1.0 Before any demolition work is commenced and also during the process of the work all roads and upon area adjacent to the work site shall either be closed or suitably protected.

10.6.2.0 No electric cable or apparatus which is liable to be source of danger over a cable or apparatus used by the Operator shall remain electrically charged.

10.6.3.0 All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, or other part of the building shall be so over-loaded with debris or material as to render it unsafe.

10.7.0.0 **SAFETY EQUIPMENTS**

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

10.7.2.0 Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective foot-wear and protective gloves.

10.7.3.0 Those engaged in white washing and mixing or stacking of cement bags or any materials which are injurious to the eyes shall be provided with protective goggles.

10.7.4.0 Those engaged in welding and cutting work shall be provided with protective face and eye-shields, hand gloves. Etc.

10.7.5.0 Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.

10.7.6.0 When workers are employed in sewers and manholes which are in use the Contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get 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.

10.7.7.0 The Contractor shall not employ men below the age of 18 years and women on the work of painting of products containing lead in any form wherever men above the age of 18 years are employees on the work of lead painting the following precautions should be taken.

10.7.7.1 No paint containing lead or lead product shall be used except in the form of paste or readymade paint.

10.7.7.2 Suitable face masks shall be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.

10.7.7.3 Overall shall be supplied by the Contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on cessation of work.

10.8.0.0

**RISKY PLACES**

10.8.1.0

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

10.9.0.0

**HOISTING EQUIPMENT**

10.9.1.0

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

10.9.1.1

These shall be of good mechanical construction, sound materials and adequate strength and free from patent defect and shall be kept in good condition and in good working order.

10.9.1.2

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

10.9.1.3

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, which or give signals the operator.

10.9.1.4

In case of every hoisting machine and of every chain ring hook, shackle, swivel and pulley block used in hoisting or lowering or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load and the conditions 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.

10.9.1.5

In case of departmental machine, the safe working load shall be notified by the Engineer-in-charge. As regards to Contractors machines, the Contractor shall notify the safe working load of the machine to the Engineer-in-charge, whenever he brings an machinery to site of work and get it verified by the Engineer-pin-Charge concerned.

10.10.0.0

**ELECTRICAL EQUIPMENT**

10.10.1.0

Motors, Gearing Transmission, Electrical wiring and other dangerous parts of hoisting appliances shall be provided with sufficient safeguards, hoisting appliance should be provided with such means as will reduce to the minimum the risk of accident, descent of the load, adequate precautions shall 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 apparon, such as gloves, and boots as may be necessary shall be provided. The workers shall not wear any rings, watches and carry keys or other materials, which are good conductors of electricity.

10.11.0.0

**MAINTENANCE OF SAFETY DEVICE**

10.11.1.0

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

10.12.0.0

**DISPLAY OF SAFETY INSTRUCTIONS**

10.12.1.0

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

10.13.0.0

**ENFORCEMENT OF SAFETY REGULATIONS**

10.13.1.0

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 Welfare Officer, Engineer-in-Charge or Safety Engineer or the Owner or their representative.

10.14.0.0

**NO EXEMPTION**

10.14.1.0

Notwithstanding the above Clause 10.0.0.0 to 10.13.0.0 there is nothing in these to exempt the Contractor from operation of any other Act or rules in force in the Republic of India.

- 10.14.2.0 The works throughout including any temporary work shall be carried on in such a manner as not to interfere in any way whatsoever with the traffic on any roads or footpaths at the site or in the vicinity etc. or an existing works whether the property of the Owner or of a third party.
- 10.14.3.0 In addition to the above, the Contractor shall abide by the safety Code provision as per CPWD Safety Code framed from time to time.
- 10.14.4.0 The Contractor shall also arrange to obtain valid gate passes for his men and equipment from the concerned authorities of the Project.
- 10.14.5.0 No man/materials/equipment not covered by valid passes shall be permitted within the project area and no material/equipment shall be permitted to be taken out of the project area, unless authorized by the concerned authorities of the project. The Contractor shall be held fully responsible for any or all delays/losses/damages that may result consequent on any lapses that may occur the part of his sub-contractors/employees in this regard.

**(a) GENERAL INSTRUCTIONS OF TENDERS**

- 1.0 National Fertilizers Limited, a company registered in India under the Companies Act, 1956, having its registered office at Scope Complex, Core-III, 7, Institutional Area, Lodhi Road, New Delhi – 110 003 invites tenders under sealed cover from bona-fide, experienced contractors of financial standing and reputation for the jobs relative to the Fertilizers Factory at Panipat (Haryana) for **“Repair of path around final pond”** for the M/s Panipat Fertilizer Factory and more specifically described in the Tender Documents; upon the terms and conditions in the tender documents.
- 2.0 **“Owner”** shall mean National Fertilizers Limited.
- 3.0 **The tender documents** shall consist of the following.
- i) General Instructions to the tenders.
  - ii) Special conditions to Contract.
  - iii) General Directions and Conditions of Contract.
  - iv) Job Specifications.
  - v) Tender Drawings.
  - vi) Time schedule.
  - vii) Form of Contract.
  - viii) Form of Tender.
  - ix) Preamble to bill of quantities.
  - x) Form of Schedule of Rates.
  - xi) Addendum/Addenda to Tender Documents (if any).
- 4.0 **The price** of **₹250.00 (Rupees Two Hundred Fifty only)** payable for a copy of tender documents, is made up for use of Tender Documents.

**INSTRUCTIONS OF TENDERER**

- 5.0 Tenderers are advised to study the terms and conditions as laid down in tender document and also to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders, as to the nature of the ground and subsoil (so far as is practicable), the form and nature of the site, the means of access of the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risk, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the terms and conditions of contract and shall be deemed to have full knowledge of the site, whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed.
- 5.1 Tender documents shall remain the property of owner and if obtained by one intending tenderer shall not be utilizable by another without the consent of the owner. Not more than 2 copies of tender documents shall be issued to an one intending tenderer.
- 5.2 The tender shall be completely filled in all respect and shall be tendered together with requisite information and annexures. Any tender incomplete in any particular shall be liable to be rejected.
- 5.3 If the space in the tender or any schedule or annexure thereto is insufficient, pages shall be separately added. These shall be consequently page-numbered as also shall carry the tender document number and shall be signed by the tenderer and entered in the Index for the tender.
- 5.4 Tenderers shall submit their tenders complete in all respects in sealed cover as under together with all documents mentioned in the tender so as to reach the office of Sr. Manager (Civil), National Fertilizers Limited, Panipat – 132 106 at Technical Building.

- i) The Contractor should submit their quotations in three separate envelopes. First envelope marked “ENVEOPE-1” and superscribed “EMD” should contain the earnest money, Second envelope marked “ENVELOPE-II” and conditions of contract alongwith duly filled in ANNEXURES, as supplied to the contractor, duly signed on each page as token of acceptance of the same and the Third envelope marked “ENVELOPE-III” and superscribed “PRICE BID” should contain the quoted rates and amount on the performa of “Schedule of Quantities “as supplied to contractor. No condition should be mentioned on this performa. All the three sealed envelopes should be stapled together or placed in a separate envelope and submitted in the Tender Box on/before Scheduled date and time of submission of tenders as per referred NIT.
- ii) The tenderer should also see the ‘technical Specifications’ enclosed with this this document and quote his rates accordingly on the Schedule of Quantity enclosed The tender shall be accompanied by **Earnest Money of ₹10000/- (Rupees Ten Thousand only)** in the form of demand draft/Banker’s Cheque payable at a scheduled bank at Panipat, in favour of National Fertilizers Limited, Panipat.
- iii) Not more than one tender shall be submitted by a contractor or by a firm of contractors. No two or more concerns in which an individual is interested as a proprietor and/or a partner shall tender for the execution of the same works. If they do so, all such tenders shall be liable to be rejected.
- iv) Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the works to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by NFL and local conditions and other factors bearing on the executing of the works.
- v) A tenderer shall quote in figures as well as in words the rate(s) tendered, the amount of each item shall be worked out and the requisite totals given. Special care shall be taken to write rates in figures and words and the amounts in figures only in such a way that interpretation is not possible. The total amount shall be written both in figures and in words.
- vi) Tenderers must give their postal address as well as their residential address with phone numbers of themselves or their Chief Executive or Agent, in the tender at the proper place. The tender documents submitted by the tenderer will be rejected if he or his agent cannot be contacted after reasonable search and the earnest money will be forfeited by NFL.
- vii) The tenderer shall sign at the bottom right hand corner of every page of the tender documents in token of acceptance of NFL’s conditions and for the purpose of identification. Tenders received without signature and seal of the contracting firm shall be summarily rejected which shall be final and binding.
- viii) When the tender submitted is not in the name of an individual, the tender shall disclose the nature, constitution and registration of the tendering firm and shall be signed by persons or a person duly authorized by the firm b means of legal document/Power of Attorney, a duly certified copy of the same shall be attached with the tender. For illustration, in the event of a tender being submitted by a partnership firm it must be signed separately by each partner or by a person holding power of attorney authorizing him to do so. Such power of attorney shall be produced with the tender and it must disclose that the firm is duly registered under the Indian Partnership Act.
- ix) It is the responsibility of the contractor to keep their labour in the specified area only. Strict action would be taken against the labour and contractor, if found at other than the work places and or indulge in unlawful activities.
- x) The Contractor shall have to give an undertaking in writing in the enclosed Annexure ‘A’ alongwith the tender that all the conditions of inviting tenders are acceptable to him without any reservation & he himself has ascertained the quantum, nature & procedure for carrying out the job. (Envelope-II).
- xi) Declaration regarding relations in NFL, proof of Permanent Income Tax Account Number and PF Regn. No. are to be provided in the enclosed Annexure ‘B’ (Envelope-II).
- xii) Declaration regarding unconditional offer is to be signed by the contractor and submitted as per Annexure – “C” (Envelope-II).
- xiii) The General Directions and Conditions of Contract (GDCC) shall form part of the contract and these are to be signed by the contractor as a token of acceptance of the same and submitted as per Annexure – “D” (Envelope-II).
- xiv) These instructions to tenderers shall form part of the contract documents.

5.5 The sealed tenders must reach the above address before the time limit specified in the Notice Inviting Tender.

5.6 The tender shall be opened on the date and at the time specified in the Notice Inviting Tender.

5.7 Tenderers shall set their quotation in the firm figures and without qualifications or variations or additions in the terms of the tender documents. Tenders containing qualifying expressions such as “subject to minimum acceptance” or “subject to prior sale” or any other qualifying expressions or incorporating terms and conditions at variance with the terms and conditions incorporated in the tender documents shall liable to be rejected.

5.8 The tenders, as submitted shall consist of the following:-



- i) Complete set of tender documents duly filled in and signed by the tenderers as prescribed in different clauses of the tender documents.
- ii) Schedule of rates in the form of Schedule of rates.
- iii) Earnest Money amounting to and in the manner specified.
- iv) Power of Attorney or other proof authority (or a copy duly attested by a Gazetted Officer) of the person who has signed the tender.
- v) Income Tax Clearance Certificate and sales tax clearance certificate in original or true copies duly attested by a Gazetted Officer.
- vi) Information regarding tenders in the form annexed to the form of tender.
- vii) Information regarding the tenderer's work of comparable nature in the form annexed to the form of Tender.
- viii) Information regarding construction organization and equipment in the form annexed to the form of Tender.
- ix) Solvency Certificate from a Nationalized/Scheduled Bank.
- x) Any other documents required in terms of this notice.

5.9 The owner reserves the right to reject, accept or prefer a tender without assigning any reason whatsoever. The work may be split up between two or more tenderer.

5.10 The tender shall be irrevocable upto the expiry of 4 (four) months from the date of opening of price bids.

5.11 RATES TO BE FIGURES AND WORDS:

The tenderers shall quote in English both in figures as well as in words the rates and amount tendered by him in the form of schedule of Rates forming part of the Tender Documents, in such a way that interpolation is not possible. The amount for each item shall be worked out and entered and requisite totals be given of all items. The tendered amount for the work shall be entered in the tender and duly signed by the tenderer. If some discrepancies are found between the rates given in words and figures or the amount shown in the tender, the following procedure shall be followed.

- a) When there is a difference between the rates in figures and words, the rates which correspond to the amount worked out by the tenderer shall be taken as correct.
- b) When the rate quoted by the tenderer in figures and words, tallies but the amount is incorrect, the rate quoted by the tenders shall be taken as correct.
- c) When it is not possible to ascertain the correct rate in the manner prescribed above, the rate as quoted in words shall be adopted.

5.11.1 CORRECTIONS AND ALTERATIONS

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

5.12 SIGNING OF TENDER

- i) The tender shall contain the name, residence and place of business of the persons(s) making the tender and shall be signed by the tenderer with his usual signature. Partnership firms shall furnish the full name of the partners in the tender, and shall annex a copy of the partnership deed to the tender. It shall be signed in the partnership name by all the partners or by duly authorized representative followed by the name and designation of the person signing. Tenderers by Corporations by a person duly authorized to do so.
- ii) The person signing the tender shall state his capacity as also the source of his ability to bind the tenderer. The power of attorney or authorization of other documents constituting adequate proof of the ability of the signatory to bind tenderer shall be annexed to the tender. The Owner may reject outright any tender unsupported by adequate proof of the signatory's authority.
- iii) When a tenderer signs a tender in a language other than English the total amount tendered should in addition be written in the same language. The signature should be attested by at least one witness.

5.13 WITNESS

Name, occupations and Addresses of the witnesses shall be stated below their signature. Witnesses shall be persons of Status.

5.15 ALL PAGES TO BE INITIALED

All signatures in tender documents shall be dated as well as pages of all sections of tender documents shall be initialed at the owner right hand corner or signed wherever required in the tender documents by the tenderer or by the person holding power of attorney authorizing him too sign on behalf of the tenderer before submission of tender.

5.16 **CANVASSING**

Canvassing in connection with tenders is strictly prohibited and the tenderers, who resort to canvassing shall be liable to rejection.

5.17 **PAST EXPERIENCE**

The tenderer shall enclose documents to show that he has previous experience in having successfully completed in the recent past works of this nature together with the names of Owner, location of sites and value of contract.

**6.0 EARNEST MONEY**

6.1 The tenderer shall as a condition for the consideration of the tender, pay the sum specified in the Notice Inviting Tender in the manner specified in the "Form of Tender". In case of cash deposit, he shall attach the official receipt with the tender. Tender is liable to be rejected for failure to deposited Earnest Money, alongwith the tender.

6.2 The earnest money of unsuccessful tender(s) shall be refunded without interest only after the award of the work is finalized.

6.3 The earnest money deposited by the successful tenderer shall be retained towards the Security Deposit as elsewhere in the tender documents provided for the fulfillment of the Contract, but shall be forfeited if the successful tenderer fails to deposit as specified in the General Conditions of Contract and/or fails to commence work at each job site within 10 (ten) days of handing over of the job site or any part thereof to and/or fails to execute the contract within 10 (ten) days of receipt of letter of acceptance in his behalf from the Owner or such extended period as may be permitted by the Engineer-in-charge for this purpose.

**7.0 TIME FOR COMPLETION**

The time allowed for completion of the work is as shown in the time Schedule.

**8.0 ADDENDA**

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

8.2 Such addendum(s) issued shall be distributed in duplicate, to each person or organization to whom a set of tender documents shall be issued. Each recipient will retain one copy of such addendum(s) for submission alongwith his tender and return one signed copy to the authority inviting tenders as acknowledgement or receipt of the addendum. All such addendum(s) issued shall from part to the tender documents.

**9.0 RETIRED COMPANY DIRECTORS**

No Director of the Owner is allowed to tender for a period of two years after his retirement from the employment of the Owner, without the previous permission of the Owner. The contract if awarded is liable to be cancelled if the tenderer is found at any time to be such a person, and has not obtained the permission of the Owner before submission of the tender. Any tender by a person aforesaid shall carry a disclosure thereof on the face of the tender and shall be accompanied by a copy of the document by which the requisite consent is given. Such disqualifications shall apply to every partner of a partnership firm.

9.1 Should a tenderer or contractor have a relation or relations or in the case of a firm or company of contractors. One or more of its share holder of relation or relations of share holders employed in NFL, the authority inviting tender shall be informed of the fact at the time of submission of the tender failing which NFL may in its own discretion reject the tender or rescind the contract.

**10.0 QUOTATIONS**

- 10.1 The tenderer shall quote to the jobs on the basis of the items entered in the Form of Schedule of Rates and shall quote separately for each and every item entered in the Form of Schedule of Rates.
- 10.2 The prices quoted shall be all inclusive as provided for in respect of the scheduled Rates in the General conditions of Contract and the owner shall not entertain an claim(s) for enhancement of the price(s) quoted on account whatsoever.

**11.0 INFORMATION**

- 11.1 The information given in the tender documents and the plans and Drawings forming thereof is merely intended as a general information without undertaking on the part of the owner as to their accuracy and without obligation relative thereto upon the owner. The tenderers are expected to conduct their own surveys and investigations prior to tendering.
- 11.2 The quantities indicated in the form of Schedule of rates with respect to the various items are only approximate and are intended merely as a general information without undertaking as to the correctness thereof and without any obligation relative thereto upon the owner.
- 11.3 The tenderer shall before tendering and shall deemed before tendering to have undertaken a thorough study of the proposed work, the job sites involved, the site conditions, soil conditions the terrain, the climatic conditions, the labour, power, water, material and equipment availability any transport and communications facilities, the availability and transport suitability of borrow areas the availability of land for right of way and temporary office and accommodation quarters and all other factors and facilities necessary or relevant for the formulation of the tender supply of materials and performance of the work.

**12.0 SIGNING OF THE CONTRACT**

The successful tenderers shall be required to execute a formal contract in accordance with the Form of Contract within 10 (ten) days from the date of receipt of Letter of Acceptance from the Owner to do so.

(b) **FORM OF TENDER**

Serial No.

Date:

From:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To:

National Fertilizers Limited,  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir's,

Having examined the Tender Documents consisting of the Notice Inviting Tender, General Instructions to Tenderers, General Direction and Conditions of Contract, Specifications, Plans, Tender, Drawings, Time Schedule, Job Specifications, Special Conditions of Contract preamble to bill of quantities. Form of contact, Form of Tender, Form of Schedule of Rates and addendum(s) to the tender documents and having understood the provisions of the said tender documents and having thoroughly studied the requirements of National Fertilizers Limited, relative to the work tendered for in connection with the Fertilizers Factory at Panipat and having, conducted a thorough study of the job site(s) involved, the site conditions soil conditions, the climatic conditions, labour, power water, material, equipment availability, the transport and communications facility, the availability and suitability of borrow areas, the availability of land, right of way and temporary office and accommodation quarters and all other factors and facilities and things whatsoever necessary or relative to the formation of tender and the performance of work. I/We hereby submit our tender offer for the performance of proposed work in accordance with the terms and within the time mentioned in the Tender Documents at the rate(s) quoted by me/us in the accompanying Schedule of Rates based on the Form of Schedule(s) of Rates included within the Tender documents and arrived a total contract value of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) based on an application of the rates tendered in the applying schedule(s) of the relative quantities indicated in the Form of Schedule(s) of Rates forming part of Tender Documents.

If the work of any part thereof is awarded to me/us, I/We undertake to perform the work in accordance with the contract Documents as defined in the form of Contract forming part of the Tender Documents and accepted the terms and conditions of Contract as laid down therein and undertake within 10(ten) days of receipt of Acceptance of Tender to pay to and/or deposit with the National Fertilizers Limited, a sum which together with the amount of earnest money deposited, by me/us in terms thereof, shall make 2 ½% (Two and half percent) of the total contract value as specified in the Acceptance of tender for the purpose of security deposit by an one or more of the modes of payments specified in this behalf in the General Conditions of Contract, and to commence work at each job site(s) involved within 10 (ten) days of receipt of Letter of Acceptance from or on behalf of the National Fertilizers Limited, in this behalf failing which the National Fertilizers Limited shall be at liberty without further reference to me/us and without prejudice to any of its rights or remedies, to terminate the contract and of to forfeit the earnest money deposited terms hereof.

In consideration of the sum of Rupees 1/- (Rupees one only) paid to me/us by National Fertilizers Limited by adjustment in the price of Tender Documents I/We further undertake to keep my/our this tender offer open for a period of not less than 4 (four) Months from the Schedule Date of Opening of Tenders as specified in the General Instructions of Tenderers forming part of the Tender Documents.

I/We hereby further state that I/We none of us (in the case of a partnership firm) was/were employed as Directors of National Fertilizers Limited during the period of 2(Two) years immediately preceding the date hereof or I/We hereby declare that I/Shri \_\_\_\_\_ one of our partners (in the case of a partnership firm) was employed as a Director in the National Fertilizers Limited during the period of 2 (Two) years immediately preceding the date hereof and that I/Shri \_\_\_\_\_ have been obtained previous permission of National Fertilizers Limited to make this tender.

I/We have annexed to this tender the following documents:

- i) Schedule of Rates in the prescribed form.

- ii) Original Power of Attorney or \_\_\_\_\_ proof of authority of the person who has signed the Tender or copy of power of Attorney or \_\_\_\_\_ duly attested by a Gazetted Officer in proof of Authority of the person who has signed the tender.
- iii) Original Income Tax Clearance Certificate or copy of Income Tax Clearance Certificate duly attested by Gazetted Officer.
- iv) Original Sales Tax Clearance Certificate or copy of Sales Tax Clearance Certificate duly attested by Gazetted Officer.
- v) Information regarding Tender in the form annexed to the Form of Tender.
- vi) Information regarding experience of work of a completed nature in the form annexed to Form of Tender.
- vii) Information regarding construction and equipment in the annexed to the Form of Tender.
- viii) Solvency Certificate from a Nationalized Schedule Bank.
- ix) Set of Tender documents, as issued duly signed.
- x) Any additional documents as listed above.

\_\_\_\_\_

I/We hereby undertake that the statement made herein and the information given in the annexure referred to above are true in all respects and in the event of any such statement or information being found to be incorrect in any particular, the same may be construed to be a mis-representation entitling National Fertilizers Limited to avoid any resultant contract.

I/We further undertake as and when called upon by National Fertilizers Limited to produce for its inspections/original(s) of the documents(s) of which copies have been annexed hereto.

I/We confirm having deposited **Earnest Money** of **₹10000/- (Rupees Ten Thousand only)** as detailed hereunder : (Strike of whichever is not applicable).

- a) in cash deposited with you (vide receipt No. \_\_\_\_\_ dated \_\_\_\_\_ attached hereto).
- b) By Demand Draft No. \_\_\_\_\_ dated \_\_\_\_\_ on \_\_\_\_\_ Bank \_\_\_\_\_.
- c) By fixed Deposit Receipt No. \_\_\_\_\_ dated \_\_\_\_\_ from \_\_\_\_\_ Bank \_\_\_\_\_ Branch favouring National Fertilizers Limited, attached hereto.

Dated \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Witness (Signature)

Yours faithfully,

Name in Block Letters:

Signature(s) of the tenderer(s)

Address:

Name and designation of authorized Person signing the Tender on behalf Of the Tenderer(s).

Occupation:

Full name and address of the Tenderer(s)

### **(c) INFORMATION ABOUT TENDERERS**

(To be furnished with the Tender)

1. In case of Individual
  - 1.2 Name of Business.
  - 1.3 Whether his business is registered
  - 1.4 Date of commencement of business
  - 1.5 Whether he pays Income Tax over Rs. 10,000/- per year.
  
2. In case of Partnership
  - 2.1 Name of Partners
  - 2.2 Whether the partnership is registered.
  - 2.3 Date of establishment of firm.
  - 2.4 If each of the partners of the firm pays income tax over Rs. 10,000/- a year and if not, which of them pays the same.
  
3. In case of Limited Liability Company or Company Limited by Guarantees.
  - 3.1 Amount of paid up capital
  - 3.2 Name of Directors
  - 3.3 Date of Registration of Company
  - 3.4 Copies of the Balance Sheet of the Company of the last two years.

Signature of Tender  
Name and address of the Tenderer

( d ) **EXPERIENCE QUESTIONNAIRE**

(To be furnished with the Tender)

The tenderer has completed the following similar construction projects in the last five years.

Type	Owner	Value	Year Completed
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Signature of Tenderer  
Name and Address of Tenderer

( e ) **EQUIPMENT QUESTIONNAIRE**

(To be furnished with the Tender)

The tenderer shall specify in the form given below the list of equipment owned by the tenderer which shall be used for the work if awarded to the tenderer.

Type	Number	Make	Capacity	Locality	Owner
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Signature of Tenderer  
Name and Address of Tenderer



## ( f ) SPECIAL CONDITIONS OF CONTRACT

### 1.0 LOCATION AND ACCESS TO SITES

- 1.1 The work site is located at Panipat in Haryana State. The site is approx. 6 K.M. from Panipat Railway Station and adjoining on the west wide of G.T. Road, before entering in Panipat. City.

### 2.0 BLANK

### 3.0 SCOPE OF SUPPLY BY THE OWNER

- 3.1 Owner will issue as per terms and conditions set forth in the General conditions of contract, cement required for the work as free issue. Reinforcement steel required will also be supplied by the owner as free issue. All other items required for the work will be provided for by the contractor.

A rebate of Rs. 0.75 per bag, will be given on returning the empty cement bags to the owner's stores or any other place, as per direction of Engineer-in-Charge.

M.S. Rounds will be issued for reinforcement purpose only and for not making anchore bolt.

- 3.2 Such issue of cement and steel will be from owner's issue point site and would be available only for permanent works and requirement for temporary works structures of the contractor any templates jigs etc. are excluded.

- 3.3 All incidentals such as lifting, carting from issue points to work site, godowns etc. of the contractor's cost. This will apply to return of surplus scrap materials to receiving points/stores as well as designated by the Engineer-in-Charge.

- 3.4 All unused material/scrap, M.S. Round and Tor steel 3 M lengths and above shall be returned to stores or at locations as directed by the Engineer-in-Charge. All material issued to the Contractor by Owner shall be accounted for.

- 3.5 Reinforcement bars will be issued in available lengths and there shall be no claim from the contractor on account of issue of non standard length, Cement, like-wise will be issued as received from manufacturers/stockists. The weight of each bag of cement for purposes of issue will be considered as 50 Kg. There shall be no claim on account of different between theoretical and actual weight of bags of cement issued.

- 3.5 (a) Payment for reinforcement work shall be as per standard theoretical sectional weight of M.S. and/Tor Steel, whereas recovery for M.S. round/Tor Steel will be on the basis of issues to the contractor based on actual weight as taken from weight bridge reading or b any other standard methods normally followed by N.F.L. Difference between the theoretical weights and actual weight, if any shall not form basis for any dispute or claim for additional payment to the Contractor.

- 3.6 A waste allowance as worked out on the basis given in clause 3.1.5.0 (xxi to xxiv) of the General conditions of Contract permissible in the case of cement issued for purposes of accounting.

- 3.7 Unused material not returned and wastage beyond the limit specified above will be charged at penal rates as specified in clause 3.1.5.0 (XII, (XXII) or as fixed by the Engineer-in-Charge. The cost of such items arrived at will be deducted from contractor's bill or from any other dues.

- 3.8 In the case of cement, a recording procedure will be involved by the Engineer-in-Charge which will take into account the approved trial mix proportions and the total concreting carried out based on the trial mix cement consumed will be calculated based on such records.

### 4.0 SCOPE OF SUPPLY OF THE CONTRACTOR

- 4.1 All material consumables, testing appliances tools and tackles necessary for completing the work except those specified in 3 above should be procured and supplied by the Contractor at his own cost.

- 4.2 All borrow areas for procuring earth or sand should be arranged by the contractor and no payment towards, royalties, right of way etc. shall be payable. The rate quoted for relevant items should include such costs.

### 5.0 TIME SCHEDULE

- 5.1 The entire work covered by this document shall be completed in such period as mentioned in Notice Inviting Tender (NIT), i.e. **3 (Three) Months from the date of handing over of site. This period of 3 months may be handed over to contractor in one or more phases.**

- 5.1 A joint programme of execution of the work will be prepared by the Engineer-in-Charge and the Contractor. This programme will take into account the time of completion mentioned in 5.1 above.

- 5.2 Monthly/weekly construction targets will be drawn up by the Engineer-in-charge with the contractor, based on availability of work fronts and the joint construction programme as per 5.2 above. The contractor

shall scrupulously adhere to those targets and programme and shall deploy adequate personnel, construction equipment and aids. He shall also supply himself all materials of his scope of supply in good time to achieve the targets/programme. In all matters concerning the extent of targets set out in the weekly and monthly programme/targets and the degree of achievement, the decision of the Engineer-in-Charge will be final and binding on the contractor.

## **INCOME TAX AND SALE TAX**

### **6.0 INCOME TAX**

NFL shall be entitled to deduct Income Tax plus surcharge at source (which at present is 2% and 5% respectively of the work value) from all payments due and to be made to the contractor under this contract in accordance with the provisions of Income Tax Act and rules framed thereunder, as applicable from time to time, including any amendment or modifications thereof.

### **6.1 SALES TAX**

NFL shall be entitled to deduct Sales Tax plus surcharge at source (which at present is 4% of the work value) from all payments due and to be made to the contractor under this contract in accordance with the provisions of Sales Tax Act/Commercial Tax Act and rules framed thereunder, as applicable from time to time, including any amendment or modifications thereof.

6.3 **SERVICE TAX**: The rates are exclusive of Service Tax, if any.

### **7.0 ELECTRICITY AND WATER FOR CONSTRUCTION**

#### **7.1 WATER CHARGES**

Contractor shall use the water for maintenance/construction work under this contract, from the available water outlet points in the areas for which water charges @ 1% (one percent) of the complete job/work order value shall be recovered from the respective bills of the contractor.

#### **7.2 ELETRIC POWER CONNECTION AND CHARGES.**

Electricity can be supplied on demand and on chargeable basis as per NFL rules fixed from time to time. However, contractor will provide at his cost an electric meter, fuse box switches, starter and wire required for taking connection from main receiving line and upto place of working. Recovery for the electric power consumed by the party shall be made at the rate fixed by NFL or fixed by UHBVN LTD. from time to time whichever is higher. Present rate of Recovery is Rs. 5.45 per Unit fixed by NFL.

### **8.0 LAYING OUT THE WORK**

8.1 The portion which is under HOLD shown in the approved drawing or the portion which would be brought under HOLD during execution on account of co-ordinating different activities of other working agencies shall be taken up by the contractor to execution only after the said HOLD is withdrawn. The contractor on this account shall not be entitled to claim any compensation.

### **9.0 LIQUIDATED DAMAGES**

9.1 If the contractor shall fail to complete the works within the time prescribed extended time the contractor shall pay to the owner as agreed liquidated damages for such default and no as a penalty for every week or part of a week which shall elapse between the time prescribed or extended time as the case may be and the date of completion of the works an amount of equal to one percent on the value of the whole of the works. The owner may prejudice to any other method of recovery deduct the amount of such damages from any money with owner or which may become due to the contractor. The payment of deduction of such damages shall not relieve the contractor from his obligation to complete the works or from any other of his obligation and liabilities under the contract.

9.2 Further if the contractor shall fail to maintain the rate of progress as progress schedule, he shall pay as liquidated damages and not as penalty for every week or part thereof an amount equal to one percent on the value of the whole of the works for the number of weeks and art thereof the due quantity of work remains incomplete. However, if the contractor shall complete the entire work in the prescribed time, the liquidated damages imposed if any for part delay may be refunded at the discretion of Engineer-in-Charge.

9.2 Provided always that the entire amount of liquidated damages to be paid under the provisions on this clause shall not exceed 10% (ten percent) on the total contract value estimated cost of the whole of the works.

10.0 **PROVIDENT FUND AND STATUTORY REQUIREMENTS**

10.1 The contractor shall reimburse to the Company all monies which the company maybe liable to contribute under the Employees Provident Funds Act and the scheme made where under or under any other law towards the provident Fund in respect of any persons engaged by the Contractor and carrying on any work connected with the contract, whether such person be engaged by the contractor in the course of a month for a few days only or on a part time basis or on a piece work basis or otherwise. The contractor shall also be responsible for deducting, from the pa wages or other emoluments of any such person engaged, the contributions of and such person towards the Provident Fund payable to such employees under the Provident Fund Act and the Scheme thereunder or under any other law and the contractor shall pay to the company all monies so deducted to be credited to the account of the provident fund of such employees. The contractor shall in all other respects comply withal other requirements of the Employees Provident Funds Act and Scheme or of any such persons engaged and shall indemnify and keep under indemnified the company against all liabilities and responsibilities under the said Act and Schemes or under an law relating to Provident Funds. The company shall be entitled to deduct, itself and/or out of all monies due and payable by1 to the contractor in respect to this contract, such sums from time to time as may be necessary or proper for meeting employer’s and employees contribution to the Provident Fund of any such person as ma be engaged by the contractors under the Employees Provident Fund Act and Scheme or an other Act or law relating to Provident Funds of such person.

10.2 **PROVIDENT FUND CODE**

The party must have their own P.F. registration code No. The contractor shall furnish PF code number of his employees and shall maintain all periodical records pertaining to PF of his employees as per requirement of PF and miscellaneous provisions Act. NFL reserves the right to deduct/withhold such amount from contractor’s bills as deemed fit towards PF of his employees alongwith his contribution and such deducted/withhold amount can be released to him only when he produce clearance/No objection Certificate from our P&A Department.

10.3 **LABOUR LICENCE & INSURANCE**

Contractor shall obtain labour licence and labour insurance for his labour force to be employed by him as per statutory requirement & he shall submit the same to NFL.

10.4 **PAYMENT OF WAGES**

The contractor shall ensure that the payment of wages to the labourers has been made in accordance with the Minimum Wages Act, if at any time it is noticed or it comes to the knowledge that the payment to the labourers employed by the contractor is not made in accordance with the Minimum Wages Act, NFL shall reserve the right to take remedial action to regulate the payment.

10.5 **OTHER STATUTORY REQUIREMENTS**

- i) The contractor shall comply with the provisions of the payment of Wages Act, 1936, Minimum Wages Act, 1936, Minimum Wages Act, 1948, Employees Provident Fund & Misc. Provisions Act, 1952, Employers’ Liability Act, 1938, Workmen’s Compensation Act, 1923, Maternity Benefit Act, 1961, the contract Labour (Regulation & Abolition Act, 1970) and Mines Act, 1932 or any modification thereof. Contractor shall also comply with the provisions of all other Acts, Rules & Regulations connected with the employment of labour for the purpose of execution of this contract.
- ii) In the absence of the contractor himself, the contractor will depute minimum one Site Supervisor/Engineer/Authorized Agent with proper Power of Attorney from the date of start of the work to the date of actual completion of the job for supervising work and arranging material, manpower taking instructions from Engineer-in-Charge/Site Engineer, accepting the measurements etc. in the absence of the said Supervisor, NFL may suspend the work at the cost of contract.

11.0 **QUANTITIES AND RATES**

- i) Quantities mentioned in the Schedule of Quantities may increase or decrease to any limit or any of the item may be deleted or any extra item may have to be executed depending upon site requirements. Due to such variations in the quantities any extra claim from contractor due to increase or decrease or deletion of the item in the Schedule of the Quantities shall not be entertained by NFL.

- ii) The rates quoted/finally as per Work Order shall be treated to remain firm throughout the pendency of the contract including any extension period that may be granted and shall not be subjected to any sort of escalation even if such escalation is enacted by either the Local Bodies/Municipal Corp./State Government or the Central Government for either labour and/or the materials and/or POL. NFL shall not allow even a minor revision of prices of the quoted rates during the pendency of the contract under any circumstances whatsoever. The tenderer must quote keeping in full view the requirements of the tender document except where it has been clearly stated that extra shall be paid, it is to be understood that nothing extra shall be paid even though it may not have been specifically pointed out that nothing extra shall be paid. Therefore, the rates to be quoted in the 'Schedule of Quantities' by the tenderer are to be fully inclusive of the value of work described under several items including all cost and expenses which may be required in and for the completion of the work described together with all taxes, general risks, liabilities and obligations (e.g. temporary buildings, fencing, watching lighting, dewatering of drains leading to low laying areas/site of work, leaking water supply lines/sub soil water, stagnated water at site, insurance, royalty and the like and the prices are also to be inclusive of all labour, materials tools, plants and equipments hoists, tackles, scaffoldings and the sundries, etc., as may be necessary for full and entire completion of the work.
- iii) The quantities as mentioned in the proforma of "schedule of Quantities" supplied to contractor for quoting his rates, i.e. Price Bid Performa, are just approximate and are for the purpose of quoting the rates by the contractor. These quantities may increase/prevailing site conditions/requirements at the time of execution of the work, but the rates as quoted by the contractor/accepted by NFL as per the Work Order, shall remain firm and valid during the entire contractual period including any extension of time for the work. In the event of such variations in Schedule of Quantities. NFL will Quantities are to be fully inclusive of value of work described together with all taxes, general risk, liabilities and obligations for e.g. temporary building, fencing, watching, lighting, insurance, labour regulations, indemnity, maintenance during defect liability plants, equipments and the sundries etc. as may be necessary for the full and entire successful completion of the work.

## **12.0 SPECIAL TERMS AND CONDITIONS**

- i) Contractor will strictly adhere to the rules and regulations as laid down by NFL.
- ii) The Contractor shall have to give an undertaking in writing in the enclosed Annexure 'A' along with the tender that all the conditions of inviting tenders are acceptable to him without any reservation & he himself has ascertained the quantum, nature & procedure for carrying out the job.
- iii) While submitting the tender, the Contractor should quote the rates in figures as well as in words.
- iv) Declaration regarding relations in NFL, proof of Permanent Income Tax Account Number and PF Regn. No. are to be provided in the enclosed Annexure 'B'.

### **JURISDICTION**

- v) **This contract shall be deemed to be entered into at Panipat and all matters claims and disputes arising out of or in respect of this contract shall be settled at Panipat and all legal proceedings shall be instituted only in Panipat Courts, which alone will have the jurisdiction.**
- vi) **In case contractor fails to fulfill his obligations under the contract, NFL will have the right to rescind the contract and get the work done from any other agency at the risk and cost of the contractor plus 25%(Twenty-five percent) as departmental charges.**
- vii) **The contract shall be governed by and construed in accordance with the Laws of India.**

### **Contractor's Obligations**

- viii) **It is the responsibility of the contractor to maintain regular record/register for the persons working under them viz. name, age, address, identification, attendance payments etc. as required under the payment of Wages Act for submission to Govt. on demand. Contractor would comply with labour laws, statutory regulations and rules framed thereunder. NFL shall be under no obligation to accept/admit any claim in this behalf.**
- ix) **Contractor would be responsible for getting the gate passes issued, duly signed by authorities for the persons working under them without help.**
- x) **Contractor may employ such employees /laborers as he may think fit and the employees so employed shall be the employees of the contractor for all purposes whatsoever and shall not be deemed to be in the employment of NFL under any circumstances whatsoever. Contractor shall adhere to all laws, rules and regulations that may be in force from time to time concerning the employment or service conditions of its employees. If under any eventuality whatsoever NFL is held liable or responsible in any manner whatsoever for the default or omission on the part of the contractor in abiding by the aforesaid rules, regulations and laws or held liable or responsible to the employees of the contractor in respect of any matter whatsoever and called upon to make payment on that account, NFL shall be reimbursed by the contractor for the same as also any other expenses, costs and charges incurred by NFL in any proceeding or litigation arising out of any claim demand or act on the part of the contractor, NFL shall be entitled to claim damages or compensation from the contractor in that event. NFL shall also be entitled to recover the aforesaid amount from the money that may become due and payable to the contractor.**
- xi) **Contractor will be solely responsible for any liability of his worker in respect of any accident injury arising out of and in course of contractor's employment. To meet this obligation under the Act, Contractor will obtain cover note under workmen's compensation policy from any Insurance Company in respect of persons employed by him for carrying out his work and obligations under the agreement. The premium payable for the aforesaid Insurance Policy shall be borne by the contractor. The contractor shall ensure that the said Insurance Policy remain valid till the expiry of the contract.**
- xii) **The contractor shall ensure that the payment of wages to the labourers has been made in accordance with the Minimum Wages Act, if at any time it is noticed or it comes to the knowledge that the payment to the labourers employed by the contractor is not made in accordance with the minimum wages Act, NFL shall reserve the right to take remedial action to regulate the payment.**
- xiii) **It is understood by the contractor that in the event of any losses/damages caused to the owner due to the reasons whatsoever within his control and the same losses/damages are proved, the contractor shall make good all the consequential damages/losses to the owner without any protest and demur. These damages/losses shall be a part from other claims/damages to which the owner is entitled under the contract or in the court of law.**

## **WORKMEN COMPENSATION CLAUSE**

- xiv) That the Contractor will be solely responsible for any liability of his worker in respect of any accident, injury arising out of and in course of contractor's employment. To meet this obligation under the Workmen Compensation Act, Contractor will obtain Insurance cover note in respect of persons employed by him for carrying out his work and obligations under the agreement. The premium payable for the aforesaid Insurance Policy shall be borne by the contractor. The contractor shall ensure that the said Insurance Policy shall remain valid till the expiry of the contract.
- xv) Photocopy of this Insurance Cover is required to be submitted by the contractor to NFL immediately after issue of LOI but before start of the work. Payment against the work done will not be released to the Contractor until and unless photocopy of the Insurance Cover is submitted to the Company.
- xvi) The contractor has to make the payment to the workers before the representative of the P&A Deptt. on or before 7th day of the following month and submit two copies of the payment sheet after deduction of P.F. as per rules to the P&A Deptt. and one copy to Executive Deptt. before 10th of each month. The final bill/security deposit will be released only after obtaining clearance from P&A Deptt. and Executive Deptt. after complying all the labour laws.
- xvii) You will have to comply with the Contract Labour (Regulation & Abolition) Act, 1970, Employees Provident Fund and Misc. Provision Act, 1952 and other related Labour Laws as applicable in the State of Haryana.
- xviii) If a tenderer has relations whether by blood or otherwise with any of the employees of the owner (NFL), the tenderer must disclose the relation in the form of declaration attached, at the time of submission of tender, failing which NFL shall reserve the right to reject the tender.

## xix) **AGREEMENT**

The contractor shall have to execute an agreement with NFL on a **Non-judicial Stamp Paper (NJSP) of the appropriate value which will be applicable at the time of its execution in the State of Haryana** at Panipat within 15 days of issue of LOI. The cost of stamp paper shall be borne by the contractor himself. The agreement to be executed will be in the prescribed Performa supplied by NFL.

## (xx) **TERMS OF PAYMENT**

75% of the net payable against the R/A Bills shall be released to the contractor after the verification of the bill by Engineer-in-charge within 10 days from the date of submission of the bill completed in all respect by the contractor and balance 25% payment shall be released after the checking of the bill by the Accounts Deptt. within another 25 days. However, NFL will not entertain any claim from the contractor if the payment gets delayed due to sorting out the discrepancies, if any, in the bill.

- xxi) An affidavit on Non-judicial paper of Rs.10/- duly attested by Notary stating: -
    - i) That party/their associates/sister concerns etc. has not been black listed or put on holiday by any Institutional Agency/Govt. Deptt. for participating in the tender.
    - ii) No other Firm/sister concern/associates belonging to the same group is participating/submitting the tender for the job.
2. The contractor shall quote single rate against each item and not the multiple rates in the schedule of rates. Any tender with the multiple rates quoted will be summarily rejected.

SIGNATURE OF ENGINEER-  
IN-CHARGE

SIGNATURE OF CONTRACTOR

DECLARATION FORM

Dated: \_\_\_\_\_

To

**Dy. Gen. Manager (M&C)**  
National Fertilizers Limited  
Panipat.

Sub: Contract for : **“Repair of path around final pond”**.

Dear Sir,

I/We have read the conditions of tender attached hereto and agree to abide by such conditions. I/We offer to do the job of **“Repair of path around final pond”** at the rates quoted in the attached Schedule of Rates and in accordance with the specifications, standards and instructions in writing of the Engineer-in-Charge of M/s National Fertilizers Limited and hereby bind myself/ourselves to complete the work schedule and progress of work.

I/We further agree to abide by the conditions of contract and to carry out all work within the specified time in accordance with the specifications of materials and workmanship and instructions referred to in the Notice Inviting Tender.

In case of acceptance of the tender by National Fertilizers Limited, I/we bind myself/ourselves to execute the contract as per the conditions mentioned in the tender documents, failing which, I/We shall have no objection to the forfeiture of the Earnest Money lodged with National Fertilizers Limited, Panipat.

Thanking You,

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

(Signature of Contractor/Authorized Signatory with Seal)

Name: \_\_\_\_\_

Address:

**DECLARATION**

**THE FOLLOWING DECLARATIONS TO BE SIGNED BY THE CONTRACTOR**

1.	If the tenderer has relations, whether by blood or otherwise with any of the employees of the owner (NFL), the tenderer must disclose the relation at the time of submission of tender failing which NFL shall reserve the right to reject the tender or rescined the contract.	<p style="text-align: center;"><b>YES / NO</b></p> <p style="text-align: center;"><b>(If yes, give the following details)</b></p> <p><b>Name &amp; Designation, Place of Posting and Relation with the Employee:</b></p>
2.	PF No. of the contractor to be intimated alongwith the proof thereof.	PF No. _____
3.	PAN of the contractor to be intimated alongwith the proof thereof.	PAN No. _____

DATED: \_\_\_\_\_

SIGNATURE OF THE CONTRACTOR  
WITH SEAL



**UNDERTAKING**

**Dated:** \_\_\_\_\_

1. I/We hereby confirm that Commercial Bid i.e Price Bid is strictly as per Schedule of Quantities (Description/ Unit/Quantity of Items), Terms & Conditions and is also Un-conditional, including rebates offered. I/We shall have no objection for rejection of the offer if found conditional.
  
2. All the pages of NIT and Schedule issued to us have been signed for its validity and in token of its acceptance by us.

**for M/s** \_\_\_\_\_  
**(Signature of Contractor/  
Authorised Signatory with Seal)**  
**Name** \_\_\_\_\_  
**Address:**

**“ANNEXURE- D”**

I/We have personally read the General Directions & Conditions of Contract (G.D.C.C.) for the subject work, kept in the office of Civil Engg. Department, and I/We accept all the terms & conditions as mentioned in the G.D.C.C. without any reservation and shall abide by the same.

**For**  
**M/s** \_\_\_\_\_  
**(Signature of Contractor/  
Authorised Signatory with Seal)**  
**Name** \_\_\_\_\_  
**Address:**

**“ANNEXURE- “E”**

1. An affidavit on Non-judicial paper of Rs. 3/- duly attested by Notary stating : -
  - i) That party/their associates/sister concerns etc. has not been black listed or put on holiday by any Institutional Agency/Govt. Deptt. for participating in the tender.
  - ii) No other Firm/sister concern/associates belonging to the same group is participating/submitting the tender for the job.
  
2. M/s\_\_\_\_\_ has quoted single rate against each item and not the multiple rates in the schedule of rates. If our tender found with the multiple rates quoted, I/We have no objection for summarily rejection of tender.

(g). **MATERIALS AND/JOB SPECIFICATIONS**

1.0 **GENERAL**

12.0 Building and sanitary-cum-water supply works shall be generally executed in accordance with latest CPWD specification vol. I to VI for works at Delhi unless otherwise specified. Electrical works shall be generally executed in accordance with latest CPWD specifications Part I & II unless otherwise specified.

2.0 **SCOPE**

2.1 Method of measurements are indicated in the specifications mentioned in para 1.1 where not indicated, provisions of latest editions of/IS1200 shall apply.

2.2 Providing and operating necessary measurements and testing devices, materials and consumables are included in the scope of work and rates quoted shall be deemed to include the cost of such test which are required to ensure achievement of specified quality of work.

2.3 The Engineer-in-charge shall determine the suitability of material to be used on the job and the contractor shall get all materials approved by the Engineer-in-Charge. Any material procured and brought to site by the contractor, found not to conform to specification and does not meet the approval of the Engineer-in-Charge for use, will be rejected and the contractor shall remove and dispose off the same at his cost and shall not have any claim for compensation in this regard.

2.4 Contractor shall maintain adequate drainage facilities at the work site at all time during the execution of the work Additional ditches, sloping and such other temporary means to achieve this, over and above what is shown in the drawing, will be provided for and maintained by the contractor at his cost.

2.5 Adequate dewatering facilities like dewatering pumps, piping etc. will also be provided by the contractor for this work and also for dewatering during excavation etc. at his cost.

(h) **PREMABLE TO SCHEDULE OF RATES**

The tenderers shall note that the quantities of the different items as given in the schedule of rates are tentative basis on tentative grade levels fixed depending upon the ground strata and other conditions under which the works are actually to be carried out and are subject to variations.

Owners does not guarantee work under each item of Schedule of rates.

The quantities given in the 'Schedule of Rates' are approximate and are given only for the guidance for quoting rates. Payments on bills shall, however, be made on actual measurements of quantities of work done. Nothing extra shall be paid to the Contractor over the quoted rates if there is any increase or decrease in the quantities and such variations in quantities shall not however, vitiate the contract in any way whatsoever.

Nothing extra shall be paid for removal of slips and falls in excavation filling.

The **time** allowed for carrying out and completing the entire work shall be **3(Three) Months from the date of handing over of site. This period of 3 months may be handed over to contractor in one or more phases** and the contractor shall have to strictly adhere to the time schedule. The work shall have to be so arranged planned and programmed as to complete all work within the scheduled time.

In case of any discrepancy between the description of items given in the 'Schedule of Rates' and specifications, drawings and other documents the decision of owner in writing shall be final binding and conclusive for the purpose of this contract.

Provision of this preamble shall prevail over those in the general directions and conditions of contract.

## FORM OF CONTRACT

This contract made at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ BETWEEN NATIONAL FERTILIZERS LIMITED, a Government of India Undertaking registered in India under the Indian Companies Act, 1956 having its registered office at Scope Complex, Core-III, 7-Institutional Area, Lodhi Road, New Delhi-110003 (hereinafter referred to as the 'Owner' which expression shall include its successor and assigns) of the one part AND \_\_\_\_\_ S/O \_\_\_\_\_, carrying business in sole proprietorship under the name & type of \_\_\_\_\_, a Company registered under Indian Companies Act, 1913/1956 having its registered office at \_\_\_\_\_ (hereinafter referred to as the 'Contractor' which expression shall include his/their/its executors, representatives and permitted assigns successors and permitted assigns) of the other part:

### WHEREAS

The owner is desirous of executing certain works more specifically mentioned and described in the Letter of Intent No. \_\_\_\_\_ dated \_\_\_\_\_ for Rs. \_\_\_\_\_ for \_\_\_\_\_ for the Panipat Fertilizer Factory and whereas the contractor has agreed to execute the work as specified in the tender documents, letter of intent mentioned above and also in the contract documents.

NOW, THEREFORE, THIS CONTRACT WITNESSETH AS FOLLOWS:

### ARTICLE-I

1.1 The following documents shall constitute the contract documents namely:

- a) This contract
- b) Tender documents as defined in the General Instructions to tenderers.
- c) Acceptance of Tender.
- d) Further Amendment (s)

1.2 A copy each of the tender documents is annexed hereto and the said copies have been collectively marked Annexure-I, while a copy of the Acceptance of Tender and annexures thereto and hereto and marked Annexure-II (A copy/copies of the further Amendment/Amendments arrived at is/are annexed hereto and collectively marked Annexure III)

### ARTICLE-2

#### **WORK TO BE PERFORMED**

In consideration of the payments to be made to the contractor as hereinafter provided, he shall, with due care, promptness, accuracy and workmanship execute the work in accordance with the approved plans, Notice Inviting Tender, Special Conditions of the Contract, General Conditions and Directions of Contract, Technical specifications and the Letter of Intent.

### ARTICLE-3

#### **COMPLETION**

- 3.1 The contract work shall be duly completed in all respect and handed over to National Fertilizers Ltd. within \_\_\_\_\_ Months from the date of issue of Intent. The time mentioned herein shall be the essence of the contract.

#### ARTICLE-4

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

#### ARTICLE-5

- 5.1 These contract documents mentioned in Article-I hereof embody the entire contract between the parties thereof, and the parties declare that in entering this contract they do not rely upon any previous representations whether expressed or/and whether written or oral or any inducement understandings or agreement of any kind not included within the contract document and all prior negotiations, representations, contracts and/or agreements and understandings are hereby cancelled.

#### ARTICLE-6

##### NOTICES

- 6.1 Subject to any provisions in the contract documents to be contrary, any notice, order or communication sought to be served by the contractor or the Owner with reference to the contract shall be deemed to have been sufficiently served upon the Owner (notwithstanding any enabling provisions under any law to the contrary) only if delivered by hand or by Registered Post Acknowledgements due post to the Engineer-in-charge defined in the General Conditions of the Contract.
- 6.2 Without prejudice to any other mode of service provided for contract documents or otherwise available to the Owner, any notice, order or communication sought to be served by the Owner on the contract or with reference to the contract shall be deemed to have been sufficiently served if delivered by hand or through registered post acknowledgement due to the principal office of the contractor at \_\_\_\_\_.

#### ARTICLE-7

##### WAIVER

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

#### ARTICLE-8

##### NON-ASSIGNABILITY

8.1.1 The contract and benefits and obligations thereof shall be strictly personal to the contractor and shall not on any account be assignable or transferable by the contractor.

IN WITNESS WHEREOF the parties hereto have duly execute this contract in duplicate at the place, day and year first above written/IN WITNESS WHEREOF the Owner has executed this contract in duplicate at the place, day and year first above written while the contractor has executed those presents the day and year hereunder written against the contractors.

**SIGNED AND DELIVERED for and on behalf of**

National Fertilizers Limited \_\_\_\_\_ by \_\_\_\_\_ in the presence of:

1. \_\_\_\_\_

2. \_\_\_\_\_

**SIGNED AND DELIVERED for and on behalf of**

\_\_\_\_\_ (contractor)  
by \_\_\_\_\_ (this day of \_\_\_\_\_ 2021) in the presence of:

1. \_\_\_\_\_

2. \_\_\_\_\_

(Strike off whichever is not applicable)