

**VETRINARY TYPE CULTURE COLLECTION (VTCC),  
NATIONAL RESEARCH CENTRE FOR EQUINES (NRCE)  
HISAR, HARYANA**

**TENDER**

**FOR  
CONSTRUCTION OF BIOSAFETY LEVEL-3 (BSL-3)  
LABORATORY AT VTCC, NRCE, HISAR**

**VOLUME-II  
GENERAL CONDITIONS OF CONTRACT  
NOVEMBER 2013**



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# VOLUME-I

## **GENERAL CONDITIONS OF CONTRACT**

### **Definitions and Interpretation**

#### 1.1 Definitions

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

- (a) i. "Principal Employer/Employer" means the person named as such in Section - V of these Conditions and the legal successors in title to such person, but not (except with the consent of the Contractor) any assignee of such person.
- ii. "Consultant" means the HSCC(I)Ltd. represented by its Chairman-Cum- Managing Director, and his successors in office and assignees acting for and on behalf of the
- iii. "Engineer" means the person appointed by HSCC to act as Engineer for the purposes of the contract and named as such in Part II of these Conditions.
- iv. "Engineer's Representative" means a person appointed from time to time by the Engineer under Sub-Clause 2.2.
- v. "Contractor" means an individual or firms (proprietary or partnership) whether incorporated or not, that has entered into contract (with the employer) and shall include his / its heirs, legal representatives, successors and assigns, successors in interest of individuals or persons. Composing such firms or successors of such firms or the permitted assigns of such individual or firms. Changes in the constitution of the firm, if any shall be immediately notified to the employer, in writing and approval obtained for continued performance of the contract.
- vi. "Subcontractor" means any person named in the Contract as a Subcontractor for a part of the Works or any person to whom a part of the Works has been subcontracted by the contractor with the consent of the Engineer and the legal successors in title to such person, but not any assignee of any such person.
- (b) i. "Contract" means these conditions (Volume I and II), the Specification, the Drawings (if any), the Bill of Quantities, the Letter of Acceptance, the Contract Agreement (if completed) and such further documents as may be expressly incorporated in the Letter of Acceptance or Contract Agreement (if completed).

- ii. "Specification" means the specification of the Works included in the Contract and any modification thereof or addition thereto made under Clause 51.1 & 51.2 or submitted by the Contractor and approved by the Engineer.
  - iii. "Drawings" means all drawings, calculations and technical information of a like nature provided by the Engineer to the Contractor under the Contract and all drawings, calculations, samples, patterns, models, operation and maintenance manuals and other technical information of a like nature submitted by the Contractor and approved by the Engineer.
  - iv. "Bill of Quantities" means the priced and completed bill of quantities forming part of the Tender.
  - v. "Tender" means the Contractor's priced offer to the Employer for the execution and completion of the Works and the remedying of any defects therein in accordance with the provisions of the Contract, as accepted by the Letter of Acceptance. The word Tender is synonymous with "Bid" and the words "Tender Documents" with "Bidding Documents".
  - vi. "Letter of Acceptance/Award" means the formal acceptance by the HSCC of the Tender.
  - vii. "Contract Agreement" means the contract agreement (if any) referred to in Sub-Clause 9.1.
  - viii. "Appendix to Tender" means the appendix comprised in the form of Tender annexed to these Conditions.
- (c)
- i. "Commencement Date" means the date upon which the Contractor receives the notice to commence the works as issued by the Engineer pursuant to Clause 41.1.
  - ii. "Time for Completion" means the time for completing the execution of and passing the Tests on Completion of the Works or any Section or part thereof as stated in the Contract (or as extended under Clause 44.1, 44.2 & 44.3) calculated from the Commencement Date.
- (d)
- i. "Tests on Completion" means the tests specified in the Contract or otherwise agreed by the Engineer and the Contractor which are to be made by the Contractor before the Works or any Section or part thereof are taken over by the employer.
  - ii. "Taking-Over Certificate" means a certificate issued pursuant to Clause 48.1 to 48.4.

- (e)
  - i. "Contract Price" means the sum stated in the Letter of Acceptance as payable to the Contractor for the execution and completion of the Works and the remedying of any defects therein in accordance with the provisions of the Contract.
  - ii. "Retention Money" means the aggregate of all monies retained by the Employer pursuant to Sub-Clause 60.1 (h) or 60.5.
- (f)
  - i. "Works" means the Permanent Works and the Temporary Works or either of them to be executed in accordance with the contract .
  - ii. "Permanent Works" means the permanent works to be executed (including Plant) in accordance with the Contract.
  - iii. "Temporary Works" means all temporary works of every kind (other than Contractor's Equipment) required in or about the execution and completion of the Works and the remedying of any defects therein.
  - iv. "Plant" means machinery, apparatus and the like intended to form or forming part of the Permanent Works.
  - v. "Contractor's Equipment" means all appliances and things of whatsoever nature (other than Temporary Works) required for the execution and completion of the Works and the remedying of any defects therein, but does not include Plant, materials or other things intended to form or forming part of the Permanent Works.
  - vi. "Section" means a part of the Works specifically identified in the Contract as a Section.
  - vii. "Site" means the places provided by the Employer where the Works are to be executed and any other places as may be specifically designated in the Contract as forming part of the Site.
- (g)
  - i. "Cost" means all expenditure properly incurred or to be incurred, whether on or off the Site, including over head and other charges properly allowable there but does not include any allowance for profit.
  - ii. "Day" means calendar day.
  - iii. "Foreign Currency" means a currency of a country other than that in which the Works are to be located.
  - iv. "Writing" means any hand-written, type-written, or printed communication, including telex, cable and facsimile transmission.

## 1.2 Heading and Marginal Notes

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

1.3 **Interpretation**

Words importing persons or parties shall include firms and corporations and any organisation having legal capacity.

1.4 **Singular and Plural**

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

1.5 **Notices, Consents, Approvals, Certificates and Determinations.**

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

**ENGINEER AND ENGINEER'S REPRESENTATIVE**

2.1 **Engineer's Duties and Authority**

- (a) The Engineer shall carry out the duties specified in the Contract.
- (b) The Engineer may exercise the authority specified in or necessarily to be implied from the Contract, provided, however, that if the Engineer is required, under the terms of his appointment by the Employer, to obtain the specific approval of the Employer before exercising any such authority particulars of such requirement shall be set out in part II of these Conditions. Provided further that any requisite approval shall be deemed to have been given by the Employer for any such authority exercised by the Engineer.

2.2 **Engineer's Representative**

- (a) The Engineer's Representative shall be appointed by and be responsible to the Engineer and shall carry out such duties and exercise such authority as may be delegated to him by the Engineer under Sub-Clause 2.2 (b).

**Engineer's Authority to Delegate**

- (b) The Engineer may from time to time delegate to the Engineer's Representative any of the duties and authorities vested in the Engineer and he may at any time revoke such delegation. Any such delegation or revocation shall be in writing and shall not take effect until a copy thereof has been delivered to the Contractor.

2.3 **Communication Given by Engineer's Representative**

Any communication given by the Engineer's Representative to the Contractor in accordance with such delegation shall have the same effect as though it had been given by the Engineer. Provided that :

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

#### 2.4 Appointment of Assistants

The Engineer or the Engineer's Representative may appoint any number of persons to assist the Engineer's Representative in the carrying out of his duties under Sub-Clause 2.2. He shall notify to the Contractor the names, duties and scope of authority of such persons. Such assistants shall have no authority to issue any instructions to the Contractor save in so far as such instructions may be necessary to enable them to carry out their duties and to secure their acceptance of materials, Plant or workmanship as being in accordance with the Contract, and any instructions given by any of them for those purposes shall be deemed to have been by the Engineer's Representative.

#### 2.5 Instructions in Writing

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

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

#### 2.6 Engineer to Act Impartially

Wherever, under the Contract, the Engineer is required to exercise his discretion by :

- (a) giving his decision, opinion or consent, or
- (b) expressing his satisfaction or approval, or
- (c) determining value, or
- (d) otherwise taking action which may affect the rights and obligations of the Employer or the Contractor he shall exercise such discretion impartially within the terms of the Contract and having regard to all the circumstances. Any such decision, opinion, consent, expression of satisfaction, or approval, determination of value or action may be opened up, reviewed or revised as provided in Clause 67.1 to 67.4.

## **ASSIGNMENT AND SUBCONTRACTING**

### 3.1 Assignment of Contract

The Contractor shall not, without the prior consent of the Consultant (which consent, shall be at the sole discretion of the Consultant), assign the Contract or any part thereof, or any benefit or interest therein or thereunder, otherwise than by:

- (a) a charge in favour of the Contractor's bankers of any monies due or to become due under the Contract, or
- (b) assignment to the Contractor's insurers (in cases where the insurers have discharged the Contractor's loss or liability) of the Contractor's right to obtain relief against any other party liable. The provision of labour as piece work basis shall not deemed to be subcontracting under this clause.

### 4.1 Sub-Contracting

The Contractor shall not subcontract the whole or part of the works of the Works. Except where otherwise provided by the Contract, the Contractor shall not subcontract any other part of the works without the prior consent of the Engineer ( which consent shall be at the sole discretion of the Engineer). While subcontracting, the contractor will consider the parties / agencies depending upon their capabilities and get the works implemented under his own overall supervision. However this shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of a Subcontractor, his agents, servants or workmen as if they were the acts, defaults or neglects of the Contractor, his agents, servants or workmen.

Provided that the Contractor shall not be required to obtain such consent for:

- (a) the provision of labour,
- (b) the purchase of materials which are in accordance with the standards specified in the Contract.

## **CONTRACT DOCUMENTS**

### 5.1 Language/s and Law

- (a) The language in which the Contract documents shall be drawn up, is English.
- (b) The country the law of which shall apply to the Contract and according to which the Contract shall be construed is India.

## 5.2 Priority of Contract Documents

The several documents forming the Contract are to be taken as mutually explanatory to one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.

In case of discrepancy between the schedule of quantities, the specifications and or the drawings, the following order of preference shall be observed :

- (1) Description of Schedule of Quantities and scope of work
- (2) Particular specifications and special condition, if any
- (3) Drawings
- (4) C.P.W.D Specifications (Applicable to civil and electrical works)
- (5) Indian Standard specifications of B.I.S and other relevant reference standards

If there are varying or conflicting provisions made in any one document forming part of the Contract, the accepting authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.

Any error in description, quantity or rate in schedule of quantities or any omission there from shall not vitiate the Contract or release the contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the Contract.

## 6.1 Custody and Supply of Drawings and Documents

The Drawings shall remain in the sole custody of the Engineer, but two copies thereof shall be provided to the Contractor free of charge. The Contractor shall make at his own cost any further copies required by him. Unless it is strictly necessary for the purposes of the Contract, the Drawings, Specification and other documents provided by the Employer or the Engineer shall not, without the consent of the Engineer, be used or communicated to a third party by the Contractor. Upon issue of the Defects Liability Certificate (Clause 61.1), the Contractor shall return to the Engineer all Drawings, Specifications and other documents provided under the Contract.

The Contractor shall supply to the Engineer four copies of all Drawings, Specifications and other documents submitted by the Contractor and approved by the Engineer in accordance with Clause 7.1 to 7.3, together with a reproducible copy of any material which cannot be reproduced to an equal standard by photocopying. In addition the Contractor shall supply such further copies of such Drawings, Specification and other documents as the Engineer may request in writing for the use of the Employer.

## 6.2 One Copy of Drawings to be kept on Site

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

## 6.3 Disruption of Progress

The Contractor shall give notice to the Engineer, whenever planning or execution of the Works is likely to be delayed or disrupted unless any further drawing or instruction is issued by the Engineer within 15 days or such other reasonable time as may be decided by the Engineer. The notice shall include details of the drawing or instruction required and of why and by when it is required and of any delay or disruption likely to be suffered if it is late.



#### 6.4 Delay and Cost of Delay of Drawings

If, by reason of any failure or inability of the Engineer to issue, within a time reasonable in all the circumstances, any drawing or instruction for which notice has been given by the Contractor in accordance with Sub-Clause 6.3, the Contractor suffers delay then the Engineer shall, after due consultation with the Employer and the Contractor, determine any extension of time to which the Contractor is entitled under Clause 44.1 to 44.3.

#### 6.5 Failure by Contractor to Submit Drawings

If the failure or inability of the Engineer to issue any drawings or instructions is caused in whole or in part by the failure of the Contractor to submit Drawings, Specification or other documents which he is required to submit under the Contract, the Engineer shall take such failure by the Contractor into account when making his determination pursuant to Sub-Clause 6.4.

#### 7.1 Supplementary Drawings and Instructions

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

#### 7.2 Permanent Works Designed by Contractor

Where the Contract expressly provides that part of the Permanent Works shall be designed by the Contractor, he shall submit to the Engineer, for approval:

- (a) such drawings, specifications, calculations and other information as shall be necessary to satisfy the Engineer as to the suitability and adequacy of that design, and
- (b) operation and maintenance manuals together with drawings of the relevant part of the Permanent Works as completed, in sufficient detail to enable the Employer to operate, maintain, dismantle, reassemble and adjust the Permanent Works incorporating that design. The Works shall not be considered to be completed for the purposes of taking over in accordance with Clause 48.1 to 48.4 until such operation and maintenance manuals, together with drawings on completion, have been submitted to and approved by the Engineer.

#### 7.3 Responsibility Unaffected by Approval

Approval by the Engineer, in accordance with Sub-Clause 7.2, shall not relieve the Contractor of any of his responsibilities under the Contract.

### **GENERAL OBLIGATIONS**

#### 8.1 Contractor's General Responsibilities

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

fault or any other defect in the design of or specifications for the works which he discovers when reviewing the contract documents or in the process of execution of the works.

## 8.2 Site Operations and Methods of Construction

The Contractor shall take full responsibility for the adequacy, stability and safety of all Site operations and methods of construction. Provided that the Contractor shall not be responsible (except as stated hereunder or as may be otherwise agreed) for the design or specification of Permanent Works, or for the design or specification of any Temporary Works not prepared by the Contractor. Where the Contract expressly provides that part of the Permanent Works shall be designed by the Contractor, he shall be fully responsible for that part of such Works, notwithstanding any approval by the Engineer.

## 9.1 Contract Agreement

The Contractor shall, if called upon so to do, enter into and execute the Contract Agreement with HSCC (for and on behalf of NRCE/ICAR), to be prepared and completed at the cost of the Contractor, in the form annexed to these Conditions with such modification as may be necessary.

## 10.1 Performance Security

The Contractor shall provide security for his proper performance of the Contract to the Employer within 15 days after the receipt of the Letter of Acceptance. The performance security shall be in the form of bank guarantee. The amount of the bank guarantee shall be 5 percent of the Contract Price. It shall be issued by a Nationalised bank/scheduled bank. When providing such security to the Employer, the Contractor shall notify the Engineer of so doing.

Without limitation to the provisions of the preceding paragraph, whenever the Engineer determines an addition to the Contract Price as a result of a change in cost and/or legislation or as a result of a variation amounting to more than 25 percent of the Contract Price, the Contractor, at the Engineer's written request, shall promptly increase the value of the performance security by an equal percentage.

Failure of the successful bidder to lodge the required bank guarantee shall constitute sufficient grounds for the annulment of the award.

## 10.2 Period of Validity of Performance Security

The performance security shall be valid until the Contractor has executed and completed the Works and remedied any defects therein in accordance with the Contract. No claim shall be made against such security after the issue of the Defects Liability Certificate in accordance with Sub-Clause 62.1 and such security shall be returned to the Contractor within 14 days of the issue of the said Defects Liability Certificate.

## 10.3 Cost of Securities

The cost of complying with the requirements of this clause shall be borne by the Contractor.

## 11.1 Inspection of Site

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

- (a) the form and nature thereof, including the sub-surface conditions,
- (b) the hydrological and climatic conditions,
- (c) the extent and nature of work and materials necessary for the execution and completion of the Works and the remedying of any defects therein, and

(d) the means of access to the Site and the accommodation he may require.

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

#### 12.1 Sufficiency of Tender

The Contractor shall be deemed to have based his offer on the data made available by the Employer and on his own inspection and examination, all as aforementioned.

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

#### 12.2 Adverse Physical Obstructions or Conditions

If, however, during the execution of the Works the Contractor encounters physical obstructions or physical conditions, other than climatic conditions on the Site, which obstructions or conditions were, in his reasonable opinion, not foreseeable by an experienced contractor, the Contractor shall forthwith give notice thereof to the Engineer. On receipt of such notice, the Engineer shall, if in his opinion such obstructions or conditions could not have been reasonably foreseen by an experienced contractor, after due consultation with the Contractor, determine:

- (a) any extension of time to which the Contractor is entitled under Clause 44.1 to 44.3 and
- (b) the amount of any costs which may have been incurred by the Contractor by reason of such obstructions or conditions having been encountered, which shall be added to the Contract Price.

And shall notify the Contractor accordingly. Such determinations shall take account of any instruction which the Engineer may issue to the Contractor in connection therewith, and any proper and reasonable measures acceptable to the Engineer which the Contractor may take in the absence of specific instructions from the Engineer.

#### 13.1 Work to be in Accordance with Contract

Unless it is legally or physically impossible, the Contractor shall execute and complete the Works and remedy any defects therein in strict accordance with the Contract to the satisfaction of the Engineer. The Contractor shall comply with and adhere strictly to the Engineer's instructions on any matter, whether mentioned in the Contract or not, touching or concerning the Works. The Contractor shall take instructions only from the Engineer or subject to the provisions of Clause 2.1 to 2.6, from the Engineer's Representative.

#### 14.1 Programme to be Submitted

The Contractor shall, within 20 days after the date of the Letter of Award, submit to the Engineer for his consent a programme in PERT & CPM method including labour & material resources, in such form and detail as the Engineer shall reasonably prescribe, for the execution of the Works. The Contractor shall, whenever required by the Engineer, also provide in writing for his information a general description of the arrangements and methods which the Contractor proposes to adopt for the execution of the Works.