

LOKPRIYA GOPINATH BARDOLOI, REGIONAL  
INSTITUTE OF MENTAL HEALTH (LGBRIMH) POST  
BOX NO.15, TEZPUR, ASSAM- 784001

**TENDER**

**FOR**

**Construction of Hospital, Residences, Hostels &  
Academic Buildings including PHE, Electrical, HVAC,  
Fire fighting & Other Internal & External Services in  
(LGBRIMH), Tezpur, Assam**

**VOLUME - III**

**INSTRUCTION TO BIDDERS & SPECIFIC  
CONDITIONS OF CONTRACT**

**OCTOBER' 2011**



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**Tender No HSCC/163/PM/PG-1/ LGBRIMH/2011**

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# INSTRUCTIONS TO BIDDERS

## A. General

### 1.0 Description of Works

1.1 Construction of Hospital, Residences, Hostels & Academic Buildings including PHE, Electrical, HVAC, Fire fighting, & other internal & external services and defect liability of the same for a period of one year at Lokpriya Gopinath Bardoloi, Regional Institute of Mental Health (LGBRIMH) Post Box NO.15, Tezpur, Assam-784001.

### 1.2 The Principal Employer / Employer

Director, Lokpriya Gopinath Bardoloi, Regional Institute of Mental Health (LGBRIMH) Post Box NO.15, Tezpur, Assam-784001 shall be the principal Employer / employer / owner for the above works. All documents relating to Labour License, submission of drawings to statutory authority for obtaining necessary clearance etc. is to be signed / endorsed by principal employer/owner.

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

### 1.3 Time for Completion

The successful Bidder shall complete the works within 24 **(Twenty Four) months** from Engineer's order to commence the Work. Time is the essence of the contract. The work shall be done in a phased manner keeping in view of patient care and client requirements.

## 2.0 Information to be submitted

2.1 Bids submitted shall include the following information:

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

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

- i. Detailed programme clearly bringing out details of start & completion of all important activities as per critical path method /

bar chart and also programme showing material & labour resources.

- ii. List of equipment along with details proposed to be used on the Works.
- iii. List and bio data of Engineers and other important staff members proposed to be employed on the Works.
- iv. Details of new and used shuttering proposed to be deployed on the Works.

### **3.0 Cost of Bidding**

- 3.1 The Bidder shall bear all costs associated with the preparation and submission of his Bids and "The Employer" will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

### **4.0 Site Visit**

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

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

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

### **4.3 Corrupt or Fraudulent practice**

Employer requires that bidders / Contractors under this contract , observe the highest standard of ethics during the execution of contract. In pursuance of this policy, the Employer:

- (a) Defines, the purpose of this provision, the terms set forth as follows:
- i) “Corrupt Practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in bidding process or in contract execution; and
  - ii) “Fraudulent Practice” means a misrepresentation of facts in order to influence bidding process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non – competitive levels and to deprive the Employer of the benefits of free and open competition.
- (b) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practice in competing for the contract in question;
- (c) Will declare firm ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.

## **B. Bid Documents**

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

5.1 The Bid Documents comprise the following:

Volume I	=	Prequalification Document
Volume II	=	General Conditions of Contract
Volume III	=	Instructions to Bidders Specific Conditions of Contract
Volume IV	=	Technical Specifications
Volume V	=	Bill of Quantities & Form of Bid
Volume VI	=	Tender Drawings

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

Bids, which are not substantially responsive to the requirements of the Bid documents, will be rejected. **Bidders are requested to clear their**

**queries before submission of bids and submit bids without conditions.**

## **6.0 Clarification on Bid Documents**

6.1 A interested Bidder requiring any clarifications on the Bid documents may notify the Engineer in writing or by telex or cable at the Engineer's mailing address indicated in the Bid documents. A pre bid meeting of the interested Bidders shall be held at HSCC H.O on the dates specified in NIT. The Engineer will respond to any request for clarification which he receives within **14 (fourteen ) days** of the first date of the issue of the Tenders. Written copies of the Engineer's response (including an explanation of the query but without identifying the source of the inquiry) will be sent to all prospective Bidders who have received the Bid documents.

## **7.0 Amendment of Bid Documents**

7.1 At any time prior to the dead line for submission of Bids, the Engineer may for any reason, whether at his own initiative or in response to a clarification requested by the prospective Bidder, modify the Bid documents by amendment.

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

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

## **C. Preparation of Bids**

### **8.0 Language of Bid**

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

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

9.1 The Bid to be prepared by the Bidder shall comprise of the following: the Bid and Appendix thereto, the Bid Security, the Bill of Quantities; the Schedules of Supplementary information, and any other materials required

to be completed and submitted in accordance with the instructions to Bidders embodied in these Bid documents. The Forms, Bill of Quantities and Schedules provided in these Bid documents shall be used without exception.

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

## **10.0 Bid Prices**

- 10.1 The Bidder shall fill the rates against each item of Bill Of Quantities both in words and figures in the blank spaces provided in the respective columns. Item for which no rate or price is entered by the bidder will not be paid for by the employer/Engineer and its price shall be deemed to be included and covered in the others rates and prices in the bill of quantities. The quantity of execution of such item shall be as per requirement and as such there will be no limit. Correction, if any, shall be made by crossing out, initialling, dating, stamping and rewriting. Wherever in any head if the same items are appearing and contractor has quoted different rates, contractor shall be paid the lowest quoted rate for such items.

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

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

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

## **11.0 Bid Validity**

- 11.1 The Bid shall remain valid and open for acceptance for a period of **150 days** from the last date fixed for receiving the same.



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

## 12.0 Bid Security

12.1 The Bidder shall furnish, as part of his Bid, a Bid Security of the amount of Rs. 1,64,00,000/- ( Rs. One Crore Sixty Four Lakh only) having validity period of 150 days from the last date fixed for receiving of bid. No deviation shall be permitted from this.

12.2 **The Bid Security shall be in the form of a Demand Draft / Pay Order/ Bank guarantee in favour of the Employer (i.e Director, LGBRIMH, Post Box No. 15, Tezpur, Assam-784001 represented by Consultant HSCC (I) Ltd payable at Tezpur, Assam from any Nationalised bank/Scheduled bank valid for 150 days from the date of submission.**

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

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

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

12.6 The Bid Security may be forfeited

- a) If a Bidder withdraws his Bid during the period of Bid validity.
- b) In the case of successful Bidder, if he does not :
  - i) enter into the Contract, or
  - ii) furnish the necessary Performance Security
  - iii) agree to arithmetic corrections made as per terms of Bid documents.
  - iv) Submitted any misleading information during prequalification and or tendering process.

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

13.1 Bidder has to provide RTGS bank details for return of bid security in case of unsuccessful bidders.

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

14.1 The Tender shall be filled & signed only by the firm / corporation in whose name the Tenders have been issued. The Bid shall be typed or written in indelible ink and each page duly signed by a person or persons duly authorised to being the Bidder to the Contract. Proof of authorization shall be furnished in the form of **written Power of Attorney, which shall accompany the Bid.**

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

14.3 The complete Bid shall be without alterations interlining and erasures except those to accord with instruction issued by the Engineer or as necessary to correct errors made by the Bidder in which case such correction shall be initialled by person signing the Bid.

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

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

15.1 The Bid shall be submitted in accordance with the procedure detailed herein. Specified documents shall be enclosed in envelope of appropriate size each of which shall be sealed.

- (i) Envelope No. 1 : Shall contain the Bid Securities, offer letter and other bids volume I,II,III,IV & VI duly signed and stamped with necessary documents as described in pre qualification document including the following. Bids containing any conditions are liable to be rejected.
  - (a) Bid Security as indicated in Clause 12 of Instructions to bidders.
  - (b) Power of attorney of person authorised to sign the bid.
  - (c) Original bid documents (all pages) & drawing (Volume I, II, III IV & VI) duly signed and stamped.
  - (d) Documents regarding constitution of bidder as indicated in Clause 2.1 of these Instructions to Bidders.

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

The Contractor must fill up rates against each item of BOQ (Volume V) both in words and figures in the blank spaces provided in the respective columns. The rates written in words shall prevail in case of any variation between the rates mentioned in figure and words.

Please note that the price should not be indicated in any of the documents enclosed in Envelope no. 1 ( Technical bid ). Non-compliance shall entail rejection of the Bid.

15.2 The Bidder shall seal the Bid.

15.3 All the above two envelopes shall be sealed in a third envelope and addressed to The General Manager (PG-I), HSCC (India) Ltd., Plot – 6(A), Block – E, Sector – I, Noida, Uttar Pradesh – 201 301.

15.4 All the above envelopes shall bear the following identification:

**Name of work : “Construction of Hospital, Residences, Hostels & Academic Buildings including PHE, Electrical, HVAC, Fire fighting, & other internal & external services in (LGBRIMH) Post Box NO.15, Tezpur, Assam.**

**Tender number, Due Date & time**

15.5 All the envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened, if required.

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

**16.0 Deadline for Submission of Bids**

16.1 Bids must be received by the Engineer, HSCC (India) Ltd., not later than **15.00 hours of the designated date.**

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

## **17.0 Late Bids**

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

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

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

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

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

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

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

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

### **19.0 Bid Opening**

19.1 Bids shall be opened in the office of HSCC (India) Ltd., Plot – 6 (A), Block – E, Sector – I, Noida, Uttar Pradesh – 201 301, half an hour after the prescribed time for Bid submission in presence of the Bidders' representatives who may wish to be present.

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

19.2. The Engineer will examine the Bids to determine whether they are complete, whether they fulfil the pre qualification criteria, whether the requisite bid securities have been furnished, whether the Bids have been properly signed and stamped and whether the Bids are generally in order.

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

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

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

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

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

## 20.0 **Process to be Confidential**

20.1 After the public opening of Bids, information relating to the examination, clarification, evaluation and comparisons of Bids and recommendations concerning the Award of Contract shall not be disclosed to Bidders or other persons not officially concerned with such process.

20.2 Any effort by the Bidder to influence the Employer/ Engineer in the process of examination, clarification, evaluation and comparison of Bids and decision concerning Award of Contract may result in the rejection of the Bidder's Bid.

## 21.0 **Clarification of Bids**

21.1 To assist in the examination, evaluation and comparison of Bids, the Engineer may ask any of the Bidders individually for clarification of their Bids, including breakdowns of unit prices. The request for clarification and the response shall be in writing or cable or telex, but no change in the

price or substance of the Bid shall be sought, offered or permitted except as required to confirm the correction or arithmetical errors discovered by the Engineer during the evaluation of the Bids in accordance with Clause 24 hereof.

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

22.1 The Engineer will determine whether the Bid is substantially responsive to the requirements of the Bid documents.

For the purpose of this Clause, a substantially responsive Bid is one, which conforms to all the terms, conditions and specifications of the Bid documents without any deviation or reservation.

22.2 A Bid, which in relation to the cost estimates of the Engineer is unrealistically priced and which the Bidder cannot substantiate satisfactorily may be rejected as non-responsive.

## **23.0 Correction of Errors**

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

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

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

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

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

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

- 24.3 Evaluation of the Bids will take into account, in addition to the Bid amounts, the following factors:
- a) Arithmetical errors corrected in accordance with Clause 23.
  - b) Such other factors as the Engineer considers may have a potentially significant impact on Contract execution price and payments.
- 24.4 Offers, deviations and other factors, which are in excess of the requirements of the Bid documents or otherwise result in the accrual of unsolicited benefits to the Employer shall not be taken into account in Bid evaluation.
- 24.5 Price adjustment provisions applying to the period of execution of the Contract shall not be taken into account in Bid evaluation except to the extent specifically stated in the Contract.

## **F. Award of Contract**

### **25.0 Award Criteria**

- 25.1 Subject to Clause 26, Engineer will Award the Contract after prior approval by the Employer to the Bidder whose Bid has been determined to be eligible and to be substantially responsive to the Bid documents and who has offered the lowest evaluated Bid of the Bill of Quantities, provided further that the Bidder has the capability and resources effectively to carry out the Contract Works.

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

- 26.1 Notwithstanding Clause 25, the Employer/Engineer reserves the right to accept or reject any Bid including the lowest and to annul the Bidding process and reject all Bids, at any time prior to Award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for the Employer's/Engineer's action.

### **27.0 Notification of Award**

- 27.1 Prior to the expiration of the prescribed period of Bid validity, the Engineer will notify the successful Bidder by cable or telex or letter confirmed in writing by registered letter that his Bid has been accepted.
- 27.2 The notification of Award will constitute the formation of the Contract.

27.3 Upon the furnishing by the successful Bidder of a Performance Security in accordance with the provisions of Clause 29, the Engineer will promptly notify the unsuccessful Bidders that their Bids have been unsuccessful.

## **28.0 Signing of Agreement**

Upon the receipt of the notification of Award by the successful Bidder, the successful Bidder shall fill the Agreement in accordance with form of Agreement included in the Bid documents and submit the same to the Engineer within two weeks of the date of receipt of notification of Award. The Engineer shall return the draft duly approved within one day from the date of receipt of the draft and the successful Bidder shall get the same engrossed, have the correct amount to stamp duly adjudicated by Superintendent of Stamps and thereafter return the same duly signed and executed on behalf of the successful Bidder, all at his own cost within 3 days from the receipt of the approved draft.

## **29.0 Performance Security**

29.1 Within 15 days of receipt of the notification of Award from the Engineer, the successful Bidder shall furnish to the Engineer a Security in the form of a Bank Guarantee from Nationalised/Scheduled bank for an amount of 5 percent of the Contract sum. The validity of the Performance Security shall be upto the end of the Defect Liability Period. The claim period shall be for a further time period of three months after the date of validity of Bank Guarantee.

29.2 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.

29.3 Failure of the successful Bidder to lodge the required Bank Guarantee shall constitute sufficient grounds for the annulment of the Award and forfeiture of the Bid Security, in which event the Engineer may make the Award to the next lowest evaluated Bidder or, if there are no other Bidders, call for new Bids.



## SPECIFIC CONDITIONS OF CONTRACT

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

Insofar as any of the Conditions of Specific Conditions of Contract conflict or be inconsistent with any of the General Conditions, the conditions of Specific Conditions of Contract shall prevail.

### 30.0 Definitions

- a) Employer means **Director, Lokpriya Gopinath Bardoloi, Regional Institute of Mental Health (LGBRIMH)** Post Box NO.15, Tezpur, Assam- 784001.
- b) "ENGINEER" means **The General Manager (PG-1) of HSCC (India) Ltd.**, or any officer nominated by the Chairman-cum-Managing Director, HSCC (India) Ltd. to act as Engineer from time to time.
- c) "Site In charge" means the person designated in charge of work by the Engineer.
- d) "Month" and "Year" and all dates shall be calculated according to the Gregorian Calendar.

### 31.0 Insurance of Works

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

### 32.0 Guarantees

Performance bank Guarantees, Advance Payment Guarantee, Bid security bank guarantee, retention money bank Guarantee and any insurance policies entered into by the Contractor under the terms of the Contract, shall stipulate that the proceeds of any claim shall be payable to Lokpriya Gopinath Bardoloi, Regional Institute of Mental Health (LGBRIMH) Post Box NO.15, Tezpur, Assam-784001.

### 33.0 Certificates and Payments

- a) **Mobilization advance not exceeding 10% of the tendered value may be given, if requested by contractor in writing with in one month of the** order to commence the work. In such case, the contractor shall execute a Bank Guarantee Bond from a Scheduled Bank as specified by the Engineer in Charge for the full amount of mobilization advance before such advance is released. Such advance shall be in two or more instalments to be determined by the Engineer in charge at his sole discretion. The first instalment of such advance shall be released by Engineer in Charge to the contractor on a request made by the contractor to the Engineer in Charge in this behalf. The second and subsequent instalments shall be released by the Engineer in Charge only after the contractor furnishes a proof of the satisfactory utilisation of the earlier instalment to the entire satisfaction of the Engineer in Charge.
- b) **The mobilization advance above bear simple interest at the rate of 10%** per annum and shall be calculated from the date of payment to the date of recovery , both days inclusive , on the outstanding amount of advance. Recovery of such sums advances shall be made by the deduction from the contractors bills commencing after first 10% (ten percent) of the gross value of the work is executed and paid, on pro-rata percentage basis to the gross value of the work billed beyond 10%( ten percent) in such a way that the entire advance is recovered by the time 70% (Seventy percent) of the gross value of the contract is executed and paid, together with interest due on entire outstanding amount up to the date of recovery of the instalment .
- c) If the circumstances are considered reasonable by the engineer in charge, the period mentioned in for request by the contractor in writing for grant of mobilization advance may be extended in the discretion of the Engineer in Charge.
- d) The said bank guarantee for advances shall initially be made for the full amount and valid for the contract period and kept renewed from time to time to cover the balance amount and likely period of complete recovery together with interest.
- e) The Contractor shall submit to the Engineer after the end of each month a detailed statement including measurements showing the estimated contract value of the Permanent Works executed up to the end of the month together with particulars of other amounts to which he is entitled under the Contract.

- f) The contractor shall work out the quantities of all items and also any extra item expected before submission of first RA bill. This deviation statement of quantities and overall cost of the project will be put up to the engineer for approval through site in charge. The cost increase if any due to new items if any or due to increase in quantities if any need to be adjusted among saving in other items and shown in the statement.
- g) The statement shall be submitted on a printed Performa (prepared at the cost of the Contractor) approved by the Engineer along with soft copy of the same in a optical drive (CD/DVD).
- h) The Contractor shall be paid monthly, on the certification of the site in-charge & counter certification of Engineer at HSCC head office, the amount due to him which shall be the sum of the following amounts :
  - i) Subject to and in accordance with Clause 21 of these Specific Conditions, the measured value of the Permanent Works executed upto the end of the previous month less retention money named in the Bid, and
  - ii) 75% of the value of materials delivered to the site and expected to be consumed within 3 months of its delivery at Site for Permanent Works on the Site provided the Engineer is satisfied that the amounts for such materials are reasonable bearing in mind the requirements of Works, less deductions, if any as per Clauses 33(f) and 37 of these Specific Conditions and other Contract conditions.
- i) Mobilisation Advance under 33.0(a) can be drawn up to One month from the date of order to commence the work.
- j) Retention Money**
  - i) Within 15 days of award of work, the contractor shall furnish a Bank Guarantee from any Nationalised / Scheduled bank for an amount of 3 % of the contract price in the form approved by the Engineer. And having validity up to completion period with a claim period of three months as per format enclosed at Annexure-C
  - ii) Further retention money @ 3 % Shall be deducted from each interim certificate subject to a maximum of 2% of the Contract Price

- k) The Retention Money shall, subject to Clause 60.6 (a) & 60.6 (b) of General Conditions of Contract, become due and shall be paid to the Contractor when the Engineer shall issue the Taking Over certificate notwithstanding that at such time there may be outstanding claims by the Contractor against the Employer, provided always that if at such time there shall remain to be executed by the Contractor any Works ordered during the Defect Liability Period pursuant to Clause 49.1, 49.2, 49.3, 49.4 and 50.1 of the General Conditions hereof, the Employer shall be entitled to withhold payment until the completion of such Works as much of the Retention Money as the Engineer may in his absolute discretion think fit.
- l) Payment upon each of the Engineer's certificates shall be made by the HSCC (India) Ltd. acting for and on behalf of Employer within 30 days after such certificate has been issued by the Engineer.
- However, 75% of the estimated amount as determined by the Engineer of the payment due against the monthly running bill shall be paid within 10 (Ten) working days after submission of the bill by the contractor in the approved format and complete in all respects.
- m) The Engineer may at any time make any corrections or modifications to any certificate, which shall have been issued by him and shall have power to withhold any certificate if the Works or any part thereof are not being carried out to his satisfaction.
- n) The responsibility for making the payments or meeting other obligations to the Contractor in respect of all Works as certified by the Engineer shall be that of the Employer and not of the Engineer.
- o) After completion of work and prior to final payment, the contractor shall furnish to the engineer, a release of claim against the Employer arising out of contract, other than claims specifically identified, evaluated and excepted from the operation of the release by the contractor.
- P) Contractor has to submit break up of BOQ rate for approval of engineer to facilitate approval of interim payment by the Engineer. However final decision on break up of rates to be paid in parts/stages will be taken by Engineer
- q) Monthly bill not submitted in approved format will not be accepted.

**34.0 Settlement of Disputes - Arbitration**

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

**35.0 Address**

a. The address of the Employer is as follows:

**Director, Lokpriya Gopinath Bardoloi, Regional Institute of Mental Health (LGBRIMH) Post Box NO.15, Tezpur, Assam-784001.**

b. The address of the Engineer is as follows:

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

c. The address of the Contractor is

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

**36.1 Labour**

**36.1.1 Engagement of Labour**

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

**36.1.2 Supply of water**

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

**36.1.3 Alcoholic Liquor or Drugs**

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

#### **36.1.4 Arms and Ammunition**

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

#### **36.1.5 Festivals and religious Customs**

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

#### **36.1.6 Epidemics**

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

#### **36.1.7 Disorderly Conduct, etc**

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

#### **36.1.8 Observation of legislation etc.**

The Contractor shall at all times during the continuance of the contract comply fully with all existing Acts, regulation and bylaws including all statutory amendments and re-enactments and acts that may be passed in future either by state or the central Government or local authority, including, Indian Workmen's compensation act, contract labour (Regulation and Abolition) Act 1970 and equal remuneration Act 1976. Factories Act, ESI Act, Minimum wages Act, provident fund regulations, employees provident fund Act and Schemes made under same act, Health and sanitary arrangements for workmen, Insurance and other benefits and shall keep the employer indemnified in case any action is commenced for contravention by the contractor. If the Employer is caused to pay or reimburse any amount for non-observance of the provision of this clause on the part of the contractor the engineer shall have the right to deduct

from any moneys due to the contractor or recover from the contractor personally any sum required or estimated to be required for making good the loss or damage suffered by the Employer. All registration and station inspection fees if any in respect of his work pursuant to the contract shall be to the account of the contractor.

### **36.1.9 Fair Wages**

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

36.1.10 The contractor shall notwithstanding the provisions of any contract to the contrary, cause to be paid a fair wage to the labourers indirectly engaged on the works including any labour engaged by subcontractor in connection with the said works as if the labourers has been immediately employed by him.

### **36.1.11 Notices**

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

### **36.1.12 Wage Records**

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

- I) Name works number and grade
- II) Rate of daily or monthly wage.
- III) Nature of work on which employed.
- IV) Total number of days worked during each wage period.
- V) Total amount payable for the work during each wage period.
- VI) All deduction made from the wage with details in each case of the ground for which the deduction is made.

VII) Wage actually paid for each wage period.

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

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

#### **36.1.15 Inspection of wage Records**

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

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

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

#### **36.1.18 Representation of parties**

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



- (ii) The contractor or sub-contractor shall be entitled to be represented in any investigation or enquiry under this clause by an officer of an Association of Employers of which he is a member.
- (iii) No party shall be represented by a legal practitioner in any Investigation or enquiry under this clause, unless all parties agree.

#### **36.1.19 Safety Provision**

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

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

#### **36.1.21 Footwear**

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

The contractor shall deliver to the Engineer's representative at his office on the site a return in detail in such form and at such interval as the Employer/Engineer may prescribe showing the supervisory staff and the number of the several classes of labour from time to time employed on the site.

#### **36.2. Variation in Price**

This is a fixed price Contract and escalation shall not be payable.

#### **36.2.1 Subsequent Legislation**

If, after the date seven days prior to the latest date for submission of Bids for the Works, there occurs changes to any National or State Statute, Ordinance, Decree or other law or any regulation or bye-law of any local or other duly constituted authority or the introduction of any such statute ordinance, etc. which causes additional or reduced cost, the same shall be certified by the Engineer and shall be paid by or credited to the Employer and the Contract Price adjusted accordingly. Notwithstanding the foregoing such additional or reduced cost shall not be separately paid or

credited if the same shall already have been taken into account in the indexing of any inputs to the price adjustments formula in accordance with the provisions of Sub-Clauses (1), (2), (3), (4) and (5) of this Clause.

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

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

### **37.0 Taxation**

The Contractor shall pay all taxes, duties, levies, work contract tax, labour cess, Service tax if any etc. of the Government provisions of the Income tax Act or as per the advice of the Income Tax Authority. Deduction of Income tax/ Works Contract tax/ other taxes shall be made from each certificate of payment as per the relevant provisions of the Income tax Act or as per the advice of the Income tax Authority/ other Competent Authority.

### **38.0 Co-ordination Meeting**

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

### **39.0 Special Applications**

#### **39.1 Site Information**

The proposed Site for the **Construction is located with in the campus of Lokpriya Gopinath Bardoloi, Regional Institute of Mental Health (LGBRIMH) Post Box NO.15, Tezpur, Assam-784001.**

The locations of proposed buildings as indicated in site plan are tentative which may be shifted as per actual site conditions.

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

39.2

A .Site Development

- a) Proper pumping arrangement should be maintained at site for removing water from basement.
- b) Proper arrangement of security, safety, transportation, manpower, lighting arrangement to be maintained during execution of works at night.
- c) For rapid excavation contractor has to arrange their own tower crane, batching plant and others machinery, tools and tackles needed for the work as given in the submitted PQ document.
- d) As directed by Engineer proper barricading to be made so that surrounding area is free from disturbances. The specifications of barricading to be got approved by Engineer. External face of barricading to be nicely painted & written the name of Employer, Consultant & name of project only. No sign board of Contractor is allowed unless permitted by the Engineer in writing.
- e) For diversion of under ground services proper arrangement to be made by the contractor with the approval of Engineer.

B) Statutory Requirements

Contractor is responsible for obtaining approval from local electrical inspector & water & Sewer line connection, tree cuttings, permission for borewell and others local Statutory requirements if any from local Authorities and any structure made / to be made of work, which is not in the approved plan, by the local authority. All the statutory expenditure incurred towards payment to the local body for getting local Electric inspector, sewer line and water supply connection for Employer will be reimbursed on the production of proof of payment. The contractor will be promptly extended all assistance in this connection.

### **39.2.1 Contractor's Working Area**

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

### **39.2.2 Contractor's Temporary Structures**

The Contractor may, at his own expense and subject to the approval of the Engineer and statutory authorities, construct offices, stores, Workshop in the area allocated to him and remove the same as per the orders of the Engineer on completion of Works. The Contractor shall furnish such details of his Temporary Works as may be called for by the Engineer and the Contractor shall satisfy the Engineer as to their safety and efficiency. Engineer may direct those Temporary work which he considers unsafe or inefficient be removed and replaced in a satisfactory manner. The Contractor shall immediately follow Engineer's directions/instructions.

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

### **39.2.3 Procurement of Various Materials**

The Employer will not supply any construction materials required for the Works under this Contract. The Contractor must, therefore, make his own arrangements for timely procurement of various materials including steel and cement. Prior approval of each and every material including steel cement, aggregate, bricks etc or any other fittings & fixtures to be taken from engineer before its procurement to site. However, in case of excessive delay in procurement of various materials, the engineer may also take decision of procurement of material directly and the cost will be recovered from the contractor.

### **39.2.4 Water Supply & Power Supply**

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

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

### **39.2.5 Site office**

The Contractor shall procure, maintain including supply of cartridge & provide to the Programme Execution Consultant at site at least two suitable branded latest model laptop/Desktop computers; two laser jet (HP) printers as approved by Employer/ Consultant, and also 2 nos. computer table with chairs for exclusive use of Consultant All bills in CD's and other peripherals and required software for planning, monitoring and billings as approved by the engineer and also provide all stationary item required for billing & round the clock computer operator for preparation of bills etc. from the date of commencement.

Within one month of start of work, the Contractor shall provide & maintain at his cost temporary office accommodation to Consultant the required office accommodation (90 sqm) with office furniture Godrej make/equivalent office tables (WT 718-2 nos.& T9-4NOS.), chairs (PCH-7000-2NOS., PCH-7002-3NOS.& PCH 7004-10NOS-), Steel Almira (4nos.), Filing cabinets (2nos.) for site officers, along with one refrigerator (165 lts.), Air-conditioning for the site office, conference room & toilet complete with soak pit , electricity & water supply points as directed by Engineer. One water point will be equipped with aqua guard/RO & water cooler and two good running condition AC vehicle (Indica or equivalent) (monthly Four Thousand km average) inclusive of all expenses like driver, consumables and maintenance etc at any time for exclusive use of Engineer/HSCC round the clock during the currency of the Contract to HSCC as per requirements given by the Engineer. The cost of all monthly bills for water electricity and vehicle will be borne by the contractor till handing over/taking over.

The above said furniture; refrigerator and aqua guard, computer and printer shall be the property of the Contractor and is to be removed after completion of all obligations of the Contractor under the Contract including the defect liability period.

Within a month of start of work, the Contractor shall provide Consultant with telephone (Landline /Mobile) facility at Site office including STD & internet (broadband) facility & pay at his cost all monthly bills limited to Rs 5000 per month.

### **39.2.6 Telecommunications**

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

### **39.2.7 Temporary Fencing**

The Contractor shall at his own expense, erect and maintain in good condition temporary fences, curtains and gates along the boundary of the areas assigned to him for the purpose of execution of the Works. The working area assigned shall be cordoned off by the contractor. The specification of fencing for sensitive areas like Hospital & Academic is placed below

“providing & fixing & making 2.1 Mt temporary fencing with 24 gauge GI corrugated sheets with 8m dia “L” hooks on MS steel structure frame work @ 12Kg/sqm including pit excavation with cement concrete 1:4:8 pit filling (1 cement : 4 coarse sand : 8 graded stone aggregate 40 mm nominal size) or fixed in floor by suitable means & painting with primer to steel structure as shown in the drawing including two or more coats of synthetic enamel paint outside (50% blue & 50% green synthetic enamel paint as directed by Engineer over a coat of approved steel primer as per instructions of Engineer complete. (After successful completion of work all the temporary fencing will be dismantled / removed by Contractor & all the dismantled /removed material from here shall be the property of the Contractor)

The Contractor shall, except when authorised by the Engineer, confine his men, materials and plant within the Site of which he is given possession. The Contractor shall not use any part of the Site for purposes not connected with the works unless prior written consent of the Engineer has been obtained. Access shall be made to such areas only by way of approved gateways.

### **39.2.8 Mix Design of Concrete**

The contractor shall carry out the mix design of concrete from National test house / IIT Guwahati, Govt. Engineering college laboratories as suggested by Engineer at his own expenses. Prior approval of engineer is to be taken before the samples (Cement, Coarse & fine aggregates) sent to the Institution for Mix design. In case of change of source for raw materials the design mix shall be carried out again as stated above. The decision of engineer shall be final and binding for above

### **39.2.9 Testing of Materials**

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

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

### **39.2.10 Approval of Samples prior to use**

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

### **39.2.11 Bar Bending Schedule**

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

### **39.3 Drawings to be supplied by Engineer**

The Engineer shall supply to the Contractor from time to time during the progress of the works such further drawings as will be necessary in his opinion for the proper and adequate execution and maintenance of the works in accordance with the design and or any modification thereof as decided by the Engineer and the Contractor shall carry out the work in

accordance with the said drawings. Any further drawing/detailing required shall be made by the Contractor at his own expense.

#### **39.4 "AS MADE" Drawings**

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

#### **39.5 Monthly Progress Photograph**

The Contractor shall supply to the Engineer a pen drive, negative and three prints of colour progress photographs in good quality album with two copy at site and one copy at HSCC Head Office of such portions of the work in progress or completed works every month end or as directed by the Engineer. The pen drive, negative and the photographs shall become the property of the Employer. The photographs shall be of approximate size 169 mm x 115 mm each. The photographs shall be mounted in albums approved by Engineer and shall be suitably inscribed and captioned. The albums in a chronological order shall be handed over to the Engineer. No pen drive prints or the negatives may be supplied to any persons without the authority of the Engineer. All photographs to be taken from digital camera and software to be provided for transformation it to the computer. The photographs may be up to 100 nos per month as required by engineer. An amount of Rs. 10,000/- will be deducted from running bill for non-submission of photographs as required.

#### **39.6 Programme of Work and Progress Reports**

The Contractor shall submit to the Engineer within four weeks of the Award of the Contract, six copies of detailed Schedule showing in an approved form the estimated dates of commencement and completion of different parts of the Works including the expected dates for completion of the various Sections of the Works. The detailed schedule shall be such as it can be updated monthly or as directed by the Engineer. The schedule will be in two parts. The first parts will consisted of schedule for detailing, preparation & submission of shop drawings and second part for schedule for execution. Six copies of the revised Schedule shall be supplied to the Engineer as and when it is revised.



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

### **39.7 Metric Units**

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

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

### **39.8 Field Materials Testing Laboratory**

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

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

- i) Four suitable qualified assistants capable of carrying out routine work necessary for the efficient running of the laboratory & project related works. One assistants shall be experienced in concrete testing & one in computer operation and two unskilled workers.

- 39.8.3 The laboratory shall be equipped by the Contractor at his own cost with all necessary apparatus to carry out the mandatory field tests as per CPWD specifications. Laboratory tests which are not possible to be conducted at site shall be done by the contractor from outside laboratory as approved by the Engineer in charge. The testing charges, transportation and any other expenses for testing shall be borne by the contractor. The contractor shall after getting approval from the Engineer print at his own cost all forms, tables, formats etc. required for recording test results etc.
- 39.8.4 The laboratory shall be connected to the main water and electricity services. It shall also be supplied with portable gas equipment.
- 39.8.5 On completion of the Maintenance period, the laboratory is to be dismantled and removed from Site. The dismantled materials and equipment shall be the property of the Contractor.

#### **40.0 Rates/Prices**

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

#### **41.0 Compliance of Statutory Obligations**

The Contractor shall comply all the statutory obligations and obtain all required clearances to implement the project without any financial repercussions to HSCC/Employer and ensure all follow up actions with the local authorities in this respect for smooth completion of the project. All statutory charges to get any NOC, clearances from local authorities to be obtained by the contractor and the charges towards the NOC shall be reimbursed after submitting the bills/documentary evidences along with RA bills/final bill. The contractor is required to obtain all NOC, completion & Occupancy certificates from respective local bodies as under:

i) Pollution control Board, ii) Environment clearances, iii) NOC from fire department, iv) Lift licence, v) Chief Electrical Inspector CEA, vi) Municipal authority, vii) Tree cutting, viii) Explosive department, ix) Municipal authority for water and sewer connection, x) And any other statutory requirement to occupy the building and run the services in all respect. Contractor shall organise all inspections of concerned authorities & obtain the NOC's within the time for completion.

The contractor is required to submit the relevant drawings like completion Drawings and any other statutory documentary requirements of local bodies in copies as per requirement to obtain the above etc. at their own cost.

**42.0 Incentive for early completion**

In case, the contractor completes the work in all respect ahead of scheduled completion time , a bonus @ 0.5% ( one percent ) of the tendered value per month computed on per day basis , shall be payable to the contractor subject to a maximum limit of 2.5% ( Two and Half percent ) of the tendered value. The amount of bonus, if payable, shall be paid along with final bill after completion of work.

**43.0 Unpriced Bids**

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

**44.0 Milestone**

The contractor shall submit mile stones for procurement of all the bought out items and completion of all the major activities including details of manpower proposed to be engaged for each activity.

**45. Approval of Make :**

- a. Engineer may add any equivalent approved make with price adjustment.
- b. In case of non availability / monopolistic attitude of any approved make, engineer decision to introduce any other make shall be final with suitable price adjustment.
- c. Approved make of same item under different sub heads are interchangeable.
- d. The same criteria for approval of electrical, HVAC, plumbing, fire fighting works and other specialised agency will be followed, as per undertaking submitted by the Contractor during pre qualification.

**46. RCC WORKS**

Suitable batching plant with pumping arrangement required for the project to be installed at site for the all RCC works. In case break down of the

batching plant suitable alternative arrangement is to be made by the contractor to avoid any interruption in RCC work. The alternative arrangement with engineer's advance approval of design mix to be kept ready for such emergency so that RCC can be readily available within 12 hrs of break down of batching plant.

**47. Extra/Substituted items:** The items shall be analysed based on the following norms :

- i. If in the opinion of the Engineer, the variation is of minor nature which does not call for any adjustment in price , the decision of the Engineer will be final. In other cases, the rates for additional altered or substituted work shall be determined by the Engineer in the following manner :
- ii. If the rate for additional, altered or substituted item work is specified in the schedule of quantities, the contractor shall carry out the additional altered or substituted item at the same rate. In the case of composite tenders, where two or more schedule of quantities and rates from part of the contract, the applicable rate shall be taken from the schedule of quantities and rates of that particular part in which the deviation is involved, failing that at the lowest applicable rate for the same item of the work in the other schedule of quantities and rates.
- iii. If the rate for altered , additional or substituted work is not specified in the Schedule of Quantities , the rate / price for such item shall be derived from the rate/price for the nearest similar item specified therein. In the case of composite tenders, where two or more schedule of quantities and rates from part of the contract the rate shall be derived from the nearest similar item in the schedule of quantities and rates of that particular part of the work in which deviation is involved, failing that from the lowest of the nearest similar item on other schedule of quantities and rates.
- iv. If the rate for any additional , altered or substituted item of work cannot be determined as per clause no 52.1.3 above , payment shall be made on the basis of rates provided for corresponding items in CPWD (DSR) multiplied by the ratio of the contract amount worked out on the basis of the rates quoted by the contractor and on the basis of the rates lying in the DSR 2007
- v. If the rate/price for any additional , altered or substituted item of work can not be determined in any of the methods specified above, the such work shall be carried out at the market rates.

- a) The analysis of items enclosing actual observation sheets, photocopy of pages of DAR, original paid bills and vouchers to be submitted at site
- b) Labour rates will be taken from local body /collector rates of that area for minimum wages

The claim and analysis will not be accepted unless proper analysis with supporting documents are submitted.

No extra item will be paid unless prior administrative approval of engineer is taken in writing for its execution with tentative rates and total cost involved.

- 48. Financial capability:** The contractor must have the financial capability to continue the work uninterrupted at site in case the payment is delayed upto 4 (four) months due to any reason.

No time extension will be considered for delay in payment upto four months.

**49. Details required along with submission of running/final bills**

Clause 33.0 under Certificates & Payment contractor is required to submit following details/documents along with every running/final bill without which bills will not be processed.

1. Bills of every section of work as provided in BOQ to be prepared separately and submitted all together. In case there is no billable amount of any section of work, the same should be clearly indicated zero value during the period of bill.
2. Complete measurement details along with location of each measurement should be clearly indicated.
3. Authorised representative of contractor with name & seal to sign on each page of bill submitted.
4. Carryover and brought forward for each & every quantity to be indicated in the bill.
5. The running bill should contain the measurement of items executed during the period of bill. Full measurement may be given in pre final/ final bill. The measurement of all concealed items should be made before covering them.

6. All the copy of challan of materials, bills and test certificates, specially of the items on which secured advance has been claimed, steel, cement, sand, aggregates, bricks, any plumbing material, Aluminium, waterproofing material etc. should be submitted alongwith the every bill. Actual measurement of secured advance to be submitted for verification of Engineer. Rate of secured advance material to be verified by Engineer independently. Secured advance on approved make material will only be payable.
7. Manufacturer Catalogue for aluminium and other items for verification of standard unit weight and checking that material is as per specification should be submitted.
8. Weight slip of reinforcement steel and aluminium and any other material as required by Engineer Representative from authenticated source like Dharam Kanta should be submitted.
9. The computerised soft copy of the entire bill shall be submitted alongwith the bill.
10. Correction as made by Engineer Representative should be incorporated by the contractor and corrected copy in three copy should be submitted for payment. Date of submission of bill will be reckoned from the date of submission of corrected bill.
11. Material consumption statement should be submitted alongwith every bill.
12. Bill should be indexed properly and each page and correction if any should be signed and stamped by the authorised representative of the contractor and acceptance should be given .
13. Copy of challan of submission of PF, ESI, labour cess and any other relevant as required from time to time should be submitted.
14. Contractor shall maintain a check list at site duly marked on drawing for the items/works already measured till previous bill should be submitted alongwith the bill.
15. Register for steel, cement, water proofing material, concealed item etc. should be maintained at site in the standard format of CPWD duly modified by Engineer Representative as per requirement. Monthly statement should be submitted along with the bill.
16. Power of attorney of authorized person on behalf of contractor to be submitted. Contractor must ensure that all papers /Measurement book to

be signed by authorized person with measurement date, date of start & date of completion etc.

17. Copy of duly certified bank guarantee from bank, performance BG, insurance policies as required in terms of contract to be enclosed with first RA bill.
18. All overwriting, alterations have been countersigned by the authorized person with date.
19. Approval of extra item if any conveyed to be enclosed.
20. Contractor must ensure, in case of time extension, confirmation of extended validity of insurance, performance BG upto Defect liability period as per contract and a copy of approved time extension to be submitted.
21. Contractor must authorise their representatives competent for verification of measurement at site and these person should be available at site.
22. Contractor is required to submit all test certificates of items claimed in bill for payment or for secured advance payment. Any item not meeting the test criteria's will not be considered for payment.
23. All the pages and enclosures of bills to be stamped with name and designation of the person with full signature of contractor's and PEC's site incharge before submission to the engineer.

In addition to above any other document and details as required for checking, verification and timely processing of bill.

# **ADDITIONAL SPECIFIC CONDITIONS OF CONTRACT AND SPECIFICATIONS**

## **(A) RELATING TO CIVIL, PLUMBING & fire fighting WORKS**

### **1.0 General**

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

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

- \* The CPWD General Specification for Electrical works: Part V Down Comer System for fire fighting-1985. Termination used in the bid shall also be accordance with CPWD.
- \* For items not covered in CPWD Specification, the work shall be done as per the latest relevant IS Code of practice.
- \* For item not covered by any of the above the installation shall be done as directed by the Engineer and as per sound engineering practices.

### **2.0 Scope of Contract**

2.1 The scope of work covers the supply, erection, testing and commissioning of the Civil, Plumbing, Fire Fighting & Electrical Systems, Landscaping works which also includes all detailed shop drawings, testing and commissioning of components and accessories.

- \* Civil works, plumbing & Fire Fighting works, Fire Alarm System.
- \* Electrical works.

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



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

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

### **3.0 Contract Drawings**

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

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

### **4.0 Shop Drawings**

4.1 With in two weeks after Award of the Contract, the Contractor shall furnish for approval of the Engineer, three sets of detailed sanitary, plumbing, fire fighting ( external & internal), Pump room & Shop drawings of all equipment and materials required to complete the work as per specifications. These drawings shall contain details of construction, size, arrangement, operating clearances, performance characteristics, and capacity of all items of equipment, as also the details of all related items of work of other trades. All shop drawings to be made in accordance with latest fire safety norms & to be got approved by the authorities before it is finally approved by Engineer before start of work.

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

4.3 When the Engineer makes any amendments in the above drawings, the Contractor shall supply fresh sets of drawings with the amendments duly incorporated, along with the drawings on which corrections were indicated.

- 4.4 No material or equipment may be delivered or installed at the job Site until the Contractor has in his possession, the approved Shop drawings for that particular material or equipment.
- 4.5 After approval of the drawings by the Engineer, the Contractor shall further furnish six sets of Shop drawings for the exclusive use of and retention by the Engineer.
- 4.6 Approval of drawings by the Engineer shall not relieve the Contractor of any part of his obligation to meet all the requirements of the Contract or of the correctness of his drawings. The Engineer's approval of specific item shall not mean the approval of the assembly of which it is a component. The Contractor shall be responsible for and is to bear the cost for all alternations of the works due to discrepancies or omission in the drawings or other particulars supplied by him, whether such drawings have been approved by the Engineer or not.
- 4.7 Where the work of the Contractor has to be installed in close proximity to, or will interfere with the work of other trades, the Contractor shall assist in working out the space conditions to make a satisfactory adjustment. If so directed by the Engineer, the Contractor shall prepare composite working drawings and sections to a suitable scale not less than 1:50, clearly showing how his work is to be installed in relation to the work of other trades. If the Contractor installs his work before coordinating with other trades, or so as to cause any interference with the work of other trades, he shall make all the necessary changes without extra cost.

## **5.0 Samples and Catalogues**

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

## **5.2 Approval of Materials**

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

## **6.0 Material and Equipment**

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

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

- 7.1 The installation shall be in conformity with the Bye-laws Regulations and Standards of the local authorities applicable to the installations. But if the specifications and drawings call for a higher standard of materials and/or workmanship than those required by any of the above regulations and those required by any of the above regulations and standards, then the specifications and drawings shall take precedence over the said Regulations and Standards.
- 7.2 However, if the drawings or specifications required something, which violates the Byelaws and Regulations, then the Bye-laws and Regulations shall govern the requirement of this installation.
- 7.3 Indian Standards : The System / Components shall conform to relevant Indian standards wherever they exist and to the national Building Code Amended up to date.
- 7.2.4 Nothing in these Specification shall be constructed to relieve the contract of his responsibility for the design. Manufacture and installation of equipment with all its accessories in accordance with applicable statutory regulations and safety codes in force.

## **8.0 Manufacturer's Instructions**

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

## **9.0 Training and Operating Instructions**

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

## **10.0 Inspection and Testing**

- 10.1 The Engineer reserves the right to request inspection and testing at manufacturer's Works at all reasonable times during manufacture of items for this Contract.
- 10.2 The Engineer or his authorised representative shall have full power to inspect the materials and workmanship at the Contractor's Works or at any place from which the materials or equipment is obtained. Acceptance by the Engineer of any material or equipment shall in no way relieve the Contractor of his responsibility for meeting the requirements of the specifications. All incident expenditure like travelling, boarding and lodging etc shall be born by the contractor.
- 10.3 Routine and typical tests for the various items of equipment shall be performed at the Contractor's Works and test certificates furnished. If required by the Engineer, the Contractor shall permit the authorised representative of the Engineer to be present during any of the tests.
- 10.4 After installation has been virtually completed, the Contractor shall carry out under the direction and in the presence of the representative of the Engineer such tests and inspections as have been specified, or as the representative shall consider necessary to determine whether or not the full intent of the requirements of the drawings and specifications have been fulfilled. In case the work does not meet the full intent of the

drawings and specifications and further tests are considered necessary, the Contractor shall carry them out and bear the expenses thereof.

- 10.5 The Contractor shall provide all necessary instruments such as Theodolite, Dumpy level, steel tapes, weighing machine, plumb bobs, spirit levels, hammers, micrometers, thermometers, hydraulic testing machine, smoke test machine and labour for testing. The Contractor shall make adequate records of the test procedures and readings, shall repeat any tests requested by the Engineer and shall provide test certificates signed by an properly authorised person. Such test certificates shall cover all Works. All such equipments shall be tested for calibration at any approved laboratory.
- 10.6 If test fail to demonstrate the satisfactory nature of the installation or any part thereof, then no claims for the extra cost of modifications, replacement or retesting will be considered. The decision of the Engineer shall be regarded as final as to what constitutes a satisfactory test.
- 10.7 The above general requirements as to testing shall be read in conjunction with any particular requirements specified elsewhere.

#### **11.0 Test Certificates**

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

#### **12.0 Performance Guarantee**

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

#### **13.0 Quiet Operation and Vibration**

- 13.1 All equipment shall operate under all conditions of load without any sound or vibration, which is objectionable in the opinion of the Engineer. In case of rotating machinery, sound or vibration noticeable outside the room in

which it is installed or annoyingly noticeable inside its own room, shall be considered objectionable. Such conditions shall be corrected by the Contractor at his own expense.

#### **14.0 Accessibility**

14.1 The Contractor shall locate all equipment, which must be serviced, operated or maintained in fully accessible positions. The exact location and size of access panels, required for each valve or other devices requiring attendance, shall be finalised and communicated well in time, to be provided in the normal course of work, failing this, the Contractor shall make all the necessary repairs and changes at his own expense.

#### **15.0 Electrical Installation**

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

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

#### **16.0 Completion Certificate**

16.1 On completion of the installation, a certificate shall be furnished to the Engineer, by the Contractor, countersigned by the licensed supervisor under whose direct supervision the installation was carried out. This Certificate shall be in the prescribed form as required by the local authority. On the basis of this certificate, the Contractor shall arrange for inspection of installation by the concerned local authorities.

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

#### **17.0 Completion Drawings**

17.1 At the completion of the work in all respects, the Contractor shall at his own cost submit to the Engineer 4 (four) sets of layout drawings drawn at the approved scale indicating the installation. These drawings shall clearly indicate the complete plant layouts, and piping layouts, location wiring, exact location of all the concealed piping, valves, controls, wiring and other services. The Contractor shall also submit 4(four) sets of consolidated control diagrams, technical literature on all automatic controls and complete technical literature on all equipment and materials.

The Contractor shall frame under glass, in the plant room all consolidated control diagrams and all piping diagrams.

## **18.0 Rates**

18.1 Quoted rate includes any materials, equipment, appliances and incidental work not specifically as being furnishing or installed, but which are necessary and customary to make a complete installation.

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

## **19.0 Check List**

19.1 The Contractor shall provide to the Engineer 4(four) copies of a comprehensive maintenance checklist and shall post a copy of it in the Plant Room. The checklist shall be a list of each piece of equipment in this Contract, and shall provide a space for each of the next fifty-two weeks to record the maintenance provided to and status of various equipment. Each month at the time of inspection, the Contractor shall certify on this check list that he has examined each piece of equipment and that, in his opinion, it is operating as intended by the manufacturer, and that all necessary intention has been performed.

## **20.0 Repairs**

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

## **21.0 Control System**

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

## **22.0 Reference Points**

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

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

### **23.0 License and Permits**

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

23.2 The contractor has to take all the approvals of local bodies for all the addition/deletion over the approved building plans which are to be given by Engineer. The documents/drawings to be prepared and submitted in the manner desired by them after the same is approved by Engineer. Contractor has to take approvals of entire/Part works if required before start of works. Contractor will be held responsible if any work at site is carried out without having approval of municipal or local bodies.

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

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

23.5 Before start of Lift, Electrical, ATT, Water proofing, Fire Fighting, Fire alarm system, PA System, EPABX System, Horticulture Works etc. The contractor must take approval of agencies from engineer.

23.6 Any fees deposited in connection with the work on behalf of the Client in Statutory bodies, Corporations, Government departments, etc. shall be paid by the Contractor and the same shall be reimbursed on production of original vouchers. Necessary endorsement / application if required shall be arranged from the Employer by the Engineer.

### **24.0 Cutting and Making Good**

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



**25.0. Operation and Running of entire system**

The contractor shall pay for and arrange for operation & running of entire sanitary, plumbing and fire fighting system including pumps and RO plant, solar water heating system etc. for a minimum period of one month after satisfactory completion of work as desired by Engineer. Cost of operation & running of entire system including required material e.g fuel, consumables, tools & tackles, requisite manpower etc. shall be deemed to be included in the contract price and nothing extra shall be paid.

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

### **1.0 General**

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

### **2.0 Regulations and Standards**

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

### **3.0 Rates**

3.1 The rates bided shall be for complete items of work inclusive of all taxes, statutory charges and all other charges for items contingent to the work, such as, packing, forwarding, insurance, freight and delivery at Site for the materials to be supplied by the Contractor, watch and ward of all materials for the Internal & external, Electrical Installation testing & commissioning work including water & power for successful installation, testing & commissioning work at Site etc.

### **4.0 Completeness of Bid**

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

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

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

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

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

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

## **7.0 Terminology & Scope**

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

7.2 Measurement

Measurement shall be as per CPWD specifications Part - I( Internal ) & Part - II ( External) unless otherwise specified in the technical specifications / BOQ.

## **8.0 Drawings**

8.1 The drawings indicate the extent and general arrangements of the fixtures, controlling switches, wiring system etc. and are essentially diagrammatic. The drawings indicate the points of termination of conduit runs and broadly suggest the routes to be followed. The Contractor shall submit six

sets of working electrical drawings based on tender drawing including reflected ceiling plan coordinating other essential building services for Engineer approval. Contractor has to make necessary changes if any as per comments given by Engineer before execution. The work shall be executed as indicated in the approved drawings, however any minor changes found essential to co-ordinate the installation of this work with the other trades shall be made without any additional cost of owner. The drawings are for guidance of the contractor and exact locations, distance and levels shall be governed by the building. The Contractor shall examine all architectural, structural, plumbing and sanitary & electrical drawings before starting the work and report to the Engineer any discrepancies, which in his opinion appear on them and get it clarified. Contractor shall not be entitled to any extras for omissions or defects in electrical drawings or when they conflict with other services work.

## **9.0 Conduit/ Trunking Layout**

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

## **10.0 Shop Drawings**

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

## **11.0 Manufacturer's Instruction**

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

## **12.0 Materials & Equipment**

12.1 All materials and equipment shall be ISI marked and shall be of the approved make and design. Unless otherwise called for, only the best quality of materials and equipment shall be used. The Contractor shall be responsible for the safe custody of all materials till these are taken over by client and shall insure as against theft, damage by fire, earth quake etc. A

list of items of materials and equipment, together with a sample of each shall be submitted to the Site office.

### **13.0 Scale**

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

### **14.0 Brochures and Data**

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

### **15.0 Approval of Shop Drawings**

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

### **16.0 Samples & Catalogues**

For Engineer approval, Contractor shall submit the samples & catalogue of the material, which are used at Site as per the approved makes.

### **17.0 Approval of Materials**

17.1 All materials used on the Works shall be new and of the best quality available, conforming to the relevant specifications and as per good Engineering practice. Prior approval shall be obtained in writing from the Engineer for all materials proposed and when necessary, approved sample duly identified and labelled shall be deposited with the Engineer and shall be kept at Site. List of approved make indicates make/ manufacturer generally acceptable. Contractor shall submit the detail drawings for Engineer approval.

### **18.0 Inspection, Testing and Inspection Certificate**

- 18.1 Engineer and authorised representative of Engineer shall have at all Reasonable times access to the Contractor's premises or Works and shall have the power at all reasonable time to inspect and examine the materials and workmanship during its manufacture or erection or if the part of works is being manufactured or assembled at other premises or works.
- 18.2 The Contractor shall arrange all the materials and labour required for inspection of equipment or for any testing to be carried out at his/ manufacturer's works or at Site. Notice for such inspection/ presence for testing shall be given to the Engineer by the Contractor at least fifteen (15) days in advance together with the routine test certificates of the equipments/ materials given by the manufacturer.
- 18.3 Not withstanding approval of tests or equipment by the Engineer, the Contractor shall be required to perform site tests and prove the correctness of ratings and performance of equipment/ machinery and materials supplied and installed by the Contractor as per the Contract specifications and conditions. Engineer shall have full power to order the material or work to be tested by an independent agency at the electrical Contractor's expense in order to prove soundness & adequacy.

## **19.0 Schedule & Manner of Operation**

- 19.1 Time being the essence of this Contract, Contractor shall be expected to furnish all labour & material in sufficient quantities at appropriate time, expedite and schedule the work to meet the Engineer's requirement and so manage the operations that the work shall be completed in time as stated else where. In case of shut down of power supply, Contractor shall coordinate with Engineer and shall carry out essential works during the shut down period allowed by the Engineer. In case Engineer allows for such period during night or early morning hours, Contractor shall make all provisions to avail such account. Contractor shall not be entitled for any extra claims on such account. Contractor shall programme his work in such a way that items of work requiring presence of Engineer are carried out between 9 A.M. & 5 P.M. on working days.

## **20.0 Performance Guarantee**

- 20.1 All equipment shall be guaranteed for 12 (Twelve) months from the date of handing over of installation to the Engineer against unsatisfactory performance and/or break down. The equipment or component or any other part of installation so found defective within the guarantee period shall be replaced / repaired by the Contractor free of cost to the satisfaction of the Engineer. **The normal guarantee and or warrantee provided by the manufacture will have to be submitted alongwith all the test certificates from manufacturer.**

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

- 21.1 The installation shall be in conformity with the Bye-laws, Regulations and Standards of the local authorities applicable to the installations. But if the specifications and drawings call for a higher standard of material and/or workmanship than those required by any of the above Regulations and Standards, then the specifications and drawings shall take precedence over the said regulations and standards.
- 21.2 However, if the drawings or specifications required something which violates the Bye-laws and Regulations, then the Bye-laws and Regulations shall govern the requirement of this installation.
- 21.3 Indian Electricity Act and Rules : All electrical works in connection with installations of the system shall be carried out in accordance with the provision of the Indian Electricity Act, 1910 and the Indian Electricity Rules 1956, both amended upto date.
- 21.4 CPWD Specification :The Electrical installation work shall conform to CPWD General specifications for Electrical Works Part I (Internal) 1994 and Part II (External) 1995, both amended upto date.
- 21.5 Indian Standard : The system / components shall conform to relevant Indian Standards wherever they exist and to the latest National Building Code-1983.
- 21.6 Nothing in these specifications shall be construed to relieve the Contractor of his responsibility for the design, manufacture and installation of the equipment with all its accessories in accordance with applicable Statutory Regulations and safety codes in force.

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

- 22.1 On completion of the work and before issue of certificate of virtual completion, the Contractor shall submit to the Engineer completion plan drawn to a scale in tracing cloth with ink indicating the following, along with three blue print copies of the same:
- a. Run and size of conduits, inspection boxes, junction boxes and pulls boxes
  - b. Number of size of conductors in each conduit
  - c. Location and rating of sockets and switches controlling the light and power outlets

- d. Location and details of main & sub distribution boards, distribution boards indicating the circuit number controlled by them
- e. Type of fitting viz. fluorescent, pendants, brackets, bulkhead etc., including their rating & type of lamp, fans and exhaust fans
- f. A complete wiring diagram as installed and schematic drawings showing all connections for the complete electrical system
- g. Location of telephone outlets, junction boxes and sizes of various conduits and number & sizes of wire drawn
- h. Layout of telephone cables
- i. Location of all earthing stations, route and size of all earthing conductors, manholes etc.
- j. Layout and particulars of cables & sub mains
- k. Schematic drawing for telephone system
- l. Layout of conduits for computer outlet points
- m. Layout and details of fire detection & alarm system consisting of manual call points, fire alarm hooters, smoke & heat detector, FDA control panel including details of conduits and number of wires drawn
- n. Layout and details of lightning protection system
- o. Insulation tests and earth test results
- p. PA System drawings
- q. Fire System drawings
- r. Disc Antenna drawings
- s. Equipment drawings
- t. Cable route layout of HT, LT & other cables
- u. External lighting drawing with road layout



## **23.0 Confirmation of Quantities**

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

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

For purposes of estimating the contract value of work executed for certificate of payment under clause 32(d) of section II the following norms shall be followed.

- a. 80% of BOQ rate on receipt of equipment against receipt of complete material at site & test certificates in accordance with clause 33(l) of SCC.
- b. 10% of BOQ rate on erection and installation of equipment.
- c. 10% after successful completion of all works including all testing, commissioning & taking over.

## **25.0 Training of Personnel**

The Contractor shall arrange to train the Employer's personnel prior to provisional take over of the project for the following:

- a) Lift
- b) Telephone Exchange
- c) All other Equipments like DG sets, pumps, panels etc.
- d) Adjustment of setting for controls and protective devices
- e) Preventive maintenance
- f) Operation of all electrical panels including their interconnectivity and interlocking scheme
- g) Fire detection system

## **26.0 Completion Certificate**

26.1 On completion of the installation, a certificate shall be furnished to the Engineer, by the Contractor, countersigned by the licensed supervisor

under whose direct supervision the installation was carried out. This certificate shall be in the prescribed form as required by the local authority. On the basis of this certificate, the Contractor shall arrange for inspection of installation by the concerned local authorities.

26.2 The Contractor shall be responsible at his own cost for getting the installation duly approved by the authorities concerned.

## **27.0 Check List**

27.1 The Contractor shall provide to the Engineer 4(four) copies of a comprehensive maintenance checklist and shall paste a copy of it in the Substations & Plant Room. The checklist shall be a list of each piece of equipment in this Contract, and shall provide a space for each of the next fifty-two weeks to record the maintenance provided to and status of various equipment. Each month, at the time of inspection, the Contractor shall certify on this check list that he has examined each piece of equipment and that, in his opinion, it is operating as intended by the manufacturer, and that all necessary tests have been performed.

## **28.0 Repairs**

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

## **29.0 Safe Custody and Storage**

Safe custody of all machinery and equipment dismantled, shifted & supplied by the Contractor shall be his own responsibility till the final taking over by the Employer. The Contractor should, therefore, employ sufficient staff for watch and ward at his own expenses. The Employer may, however, allow the Contractor to use the building space for temporary storage of his equipment, if such space is ready and available.

## **30. Testing and Commissioning**

The Contractor shall pay for and arrange without any extra cost, all necessary balancing and testing equipment, instruments, materials, accessories, power, water, fuel and the requisite labour for testing. Any defects in materials and/or in workmanship detected in the course of testing shall be rectified by the Contractor entirely at his own cost, to the satisfaction of the Engineer. The installation shall be tested again after removal of defects and shall be commissioned only after approval by the Engineer. All tests shall be carried out in the presence of the Engineer or the Engineer's representative.

**31. Operation and Running of entire system**

The contractor shall pay for and arrange for operation & running of entire electrical system including DG sets, lifts and other equipment for a minimum period of one month after satisfactory completion of work as desired by Engineer. Cost of operation & running of entire system including required material e.g fuel, consumables, tools & tackles, requisite manpower etc. shall be deemed to be included in the contract price and nothing extra shall be paid.

**(C) SPECIFIC CONDITIONS OF CONTRACT RELATING TO HVAC SYSTEM**

**1.0 General**

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

**2.0 Scope of Contract**

2.1 The scope and general character of works to be carried out under this section comprises of Supply, Installation, Testing and Commissioning of Heating, Ventilation and Air-conditioning installations as illustrated in drawings, specifications, technical data and Bill of Quantities.

**3.0 Stores and Materials**

3.1 The contractor shall provide every thing necessary for the proper execution of the work according to the intent and meaning of the drawings, Bill of quantities and specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can be reasonably inferred there from. In case of any discrepancy in the drawings or between the drawings, Bill of quantities and specification, the more stringent shall be followed. The decision of the Engineer in this regard will be final and complied with.

**4.0 Supply of Equipment**

Equipment shall be strictly as per the list of approved makes/manufacturers given in the Bid documents. However, final choice of make shall lie with the Engineer.

4.1 The Contractor shall submit manufacturer's test certificates of equipment supplied.

4.2 The Contractor shall submit the original "Excise Paid Certificates", and exit Gate passes form manufacturer's factory/works clearly bearing the batch numbers and date of despatch.

## **5.0 Working Drawings etc.**

- 5.1 The Contractor shall within 60 days of signing of the Contract, prepare and submit to the Engineer for approval, 2 sets of detailed shop drawings of equipment, equipment characteristics and capacity details of all equipment, accessories and devices etc. as per specifications and as required by the Engineer.
- 5.2 These drawings shall contain details of construction, size, arrangement, operating clearances, performance characteristics, and capacity of all items of equipment, as also details of all related items of work by other disciplines.
- 5.3 If the Engineer makes any amendment in the above drawings, the Contractor shall supply two fresh sets of drawings with the amendments duly incorporated, along with the drawings on which corrections were made. After final approval has been obtained from the Engineer, the Contractor shall submit a further six sets of shop drawings for the exclusive use of and retention by the Engineer.
- 5.4 The shop drawings shall be submitted for approval sufficiently in advance of planned delivery and installation of any material, to allow Engineer ample time for scrutiny. No claims for extension of time shall be entertained because of any delay in the work due to failure to produce shop drawings in time.
- 5.5 Approval rendered on shop drawings shall not be consider as a guarantee of measurement or of building condition. Where drawings are approved, said approval does not mean that drawings have been checked in detail nor does it in any way relieve the contractor from his responsibility of furnishing materials or performing work as required by the contract.

## **6.0 Completion Drawings**

- 6.1 Following "AS BUILT" drawings duly laminated and montable at various locations shall be submitted by the Contractor on completion of the work :
- a. Plant installation drawings giving complete details of the entire equipment including foundations
  - b. Ducting drawings showing all sizes, damper locations and sizes of all air outlets and intakes, for all floors
  - c. Electrical drawings showing cable sizes, equipment capacities, control components and control wiring

- d. Schematic control drawings giving detailed sequence of operation and notes to explain the operation of the control circuit
- e. Piping drawings showing all pipe sizes, valves and fittings
- f. Any other drawings to be supplied as per instructions of the Engineer.
- g. Water supply and drainage of all toilets duly laminated and mounted on walls of toilets
- h. Entire water supply, and fire fighting system on one drawing duly laminated and mounted on pump room
- i. Entire Drainage system including STP from first floor trap till end manhole duly laminated and mounted at desired place.

The drawings shall be cross checked and approved by the Engineer before acceptance.

## **7.0 Operation and Service Manuals**

7.1 The Contractor shall submit 3 (three) sets of operation and service manuals in respect of the air-conditioning plant including salient details of plant.

Following minimum details shall be furnished:

- i) Detailed equipment data as approved by the Engineer
- ii) Manufacturer's maintenance and operating instruction
- iii) Approved test readings

The Contractor shall also submit 4 (four ) sets of technical literature on all automatic controls and complete technical literature on all equipment and materials. The Contractor shall frame under glass, in the Air conditioning plant room all consolidated control diagrams and all piping diagrams.

coloured Layouts of all electrical lines in A 1 size properly laminated to be fixed at various locations at the time of handing over of building.

## **8.0 Inspection at Contractor's Premises**

8.1 The Engineer and his representatives shall at all reasonable time have free access to the Contractor's premises/works. The Contractor shall give every facility to the Engineer and his representative and necessary help

for inspection and examinations and test of the materials and workmanship.

8.2 The Engineer's representative shall have full powers to inspect drawings of any portion of the work or examine the materials and workmanship of the plant at the Contractor's works or at any other place from where the material or equipment is obtained. Acceptance of any material or equipment shall in no way, relieve the Contractor of his responsibility for meeting the requirement of the specifications.

8.3 For Imported screw type water chilling machine manufacturer's factory test certificate would be acceptable in lieu of inspection at manufacturer works.

## **9.0 Subcontracting**

The Contractor may subcontract part of the works with the written approval of the Engineer to any of the approved subcontractors given in the list of approved subcontractors, makes and manufacturers. A single subcontractor shall be appointed for carrying out the entire work of supplying, installation, testing and commissioning of all the equipment covered under the package. However, the overall responsibility of the Contractor for compliance with the Contract terms does not alter by subcontracting.

## **10.0 Material Submittals**

The Contractor shall submit material submittals for all equipment and machinery for the written approval of the Engineer before placing orders. The material submittals shall comprise of at least the following:

- a. Manufacturer's technical catalogues and brochures giving technical data about performance and other parameters
- b. Manufacturers drawings/ sketches showing construction, dimensional and installation details
- c. Rating charts and performance curves clarifying rating of equipment selected and proposed

## **11.0 Samples and Prototypes**

The Contractor shall submit samples of items such as grilles/ diffusers, valves, controls and/ or any other parts or equipment as required by the Engineer for prior approval in writing before placing the order. The Contractor shall also construct prototype or samples of work as laid down in the Contract or as instructed by the Engineer. Such samples and

prototypes after approval shall be retained by the Engineer and shall serve as the standards to be achieved in final construction.

## **12.0 Testing and Commissioning**

12.1 Tests on equipment as called for in the specifications shall be carried out by the Contractor in accordance with the specifications, the relevant Indian Standard Specifications and the relevant Indian and International Standards.

12.2 The initial tests shall include but not be limited to the following:

- a. To operate and check the proper functioning of all electrically operated components viz., compressor motor, pumps, blowers, air handling units, rotating machine, fans, boilers, etc.
- b. To operate and check the proper functioning of all electrical panels, switch gears, safety and other controls
- c. To adjust and balance air, water, steam and gas quantities to provide the designed flow rates by adjusting valves, dampers, diverters etc.
- d. To check the systems against leaks in different circuits, alignment of motor, `V' Belt adjustments etc.
- e. To check the vibration and noise levels of the equipment
- f. Setting of all control and all such other tests which are essential for smooth functioning of the plant

12.3 The Contractor shall pay for and arrange without any extra cost, all necessary balancing and testing equipment, instruments, materials, accessories, power, water, fuel and the requisite labour for testing. Any defects in materials and/or in workmanship detected in the course of testing shall be rectified by the Contractor entirely at his own cost, to the satisfaction of the Engineer. The installation shall be tested again after removal of defects and shall be commissioned only after approval by the Engineer. All tests shall be carried out in the presence of the Engineer or the Engineer's representative.

## **13.0 Provisional Taking Over**

13.1 After completion of the installation system, the same shall be put to a continuous running test for a period of 2 (two) days. All adjustments should be made prior to this test so that proper conditions/working are



achieved during this testing. The test readings shall include items as noted in the Testing Schedules.

The plant will be provisionally taken over after successful completion of the above test and the defects noted duly rectified by the Contractor and offered to Employer for the commencement of the Defect liability period.

### **13.2 Final Performance and Capacity Test**

In addition to the above testing, final performance and capacity tests shall be carried out on the equipment as per the "Testing Schedules" during the defects liability period as follows:

- a. Peak summer/ monsoon test during the period from 15th May to 31st July. The installations should be able to maintain the specified inside conditions within the tolerance limits permitted in the Contract.
- b. Peak winter test during the period from 1st December to 15th February. The installations should be able to maintain the specified inside conditions within the tolerance limits permitted in the Contract.

### **14.0 Operation of Plant**

14.1 After provisional taking over of the plant user/owner shall provide staff for operation. Staff will work under the supervision of the Contractor for proper operation of the plant. This responsibility of the Contractor shall continue till completion of test liabilities with respect to the plant or the maintenance period, whichever ever ends later.

14.2 The user shall have the right to operate all equipments, if in operating condition, whether or not such equipments, have been accepted as complete and satisfactory. Repairs and alterations shall be made at such time as directed by the Engineer. In special circumstances user may have to use the plant to Air condition some areas even before the completion of whole work. The Contractor shall co-operate fully under such circumstances.

### **15.0 Guarantee and Defects Liability Period**

15.1 The guarantee shall be valid for a period of 12 (Twelve) months from the certified date of completion of the project. In case the contractor is not able to carry out the seasonal tests (summer/monsoon & winter) within the certified date of completion, the same can be carried out during defects

liability period. If required, the Defects Liability period shall be extended till satisfactory completion of seasonal rates.

## **16.0 Measurement of Works**

16.1 All works shall be measured in accordance with the mode of measurement given in the specific sections of the specifications. In case the method of measurement for any item is not clarified in the specifications, the same shall be measured in accordance with the relevant IS standards.

## **17.0 Variation in Quantities**

17.1 The quantities given in the BOQ are for the guidance of the Bidder. The Contractor shall, however, be paid on the basis of actual quantities of works carried out.

## **18.0 Maintenance**

18.1 The Contractor shall provide **free** maintenance for a period of twelve months after testing and commissioning of the installation. The Contractor shall carry out all routine and special maintenance of the plant and attend to any defects that may arise in operation of the plant. Consumable items required during the maintenance, loss of which is not attributable to bad material and/or workmanship will be arranged by the Employer without cost to Contractor.

## **19.0 Performance Guarantee**

19.1 The Contractor shall submit a performance guarantee certificate from the approved subcontractor that the system shall maintain the desired parameters within +/- 5 % of the specified parameters who shall also guarantee that the capacity of various components as well as the whole system covered under the scope of work, technical schedules and Bill of Quantities etc. shall not be less than the specified capacities. The guarantee of the specific equipment supplier alone with regard to the performance of the system shall not be acceptable. However, this does not alter the overall responsibility of the Contractor for compliance with the Contract terms and conditions.

## **20.0 Painting**

20.1 All equipment and ancillary items such as pipes, supports etc., will be painted in approved manner, using standard colour scheme as approved by the Engineer.

## **21.0 Safe Custody and Storage**

21.1 Safe custody of all machinery and equipment supplied by the Contractor shall be his own responsibility till the final taking over by the Employer. He

should, therefore, employ sufficient staff for watch and ward at his own expenses. The Employer may, however, allow the Contractor to use any part of the building for temporary storage of his equipment, if such spaces are ready and available.

## **22.0 Terms of Payment**

The following norms shall be followed for terms of payment of HVAC equipments & installation:

- A) 80% of BOQ rate shall be paid on receipt of equipment at Site and after inspection and passing on prorata basis in accordance with clause 33 of SCC
- B) 10% of BOQ rate shall be paid on satisfactory erection and installation of equipment on prorata basis
- C) 5% after successful completion of running tests and provisional taking over. 5% after final performance -cum-seasonal test to be conducted in summer or monsoon and removal of all defects pointed out during previous tests

## **23.0 Training of Personnel**

The Contractor shall arrange to train the Employer's personnel on the following aspects prior to provisional take over of the plant :

- a) Operation of plant
- b) Gas charging and pumping down of the system
- c) Adjustments of settings for controls and protective devices
- d) Preventive maintenance
- e) Disassembling and assembling of compressor including identification and replacement

## **24. Handing over & Taking over process**

For handing over & taking over process in addition to clauses specified the following services/works to be complied by the main contractor:

- a) Submission of Guarantees in stamp paper (format approved by Engineer) for all water proofing treatment executed in the works for a period of ten years. If any defects noticed within 10 years from completion of defect liability period the main contractor shall be sole responsible for the defects and same shall be rectified by the main

contractor as per information from client within a period of 10 days from the notice.

- b) Rectification of all defects shall be carried out by the main contractor before Handing over/Taking over process.
- c) As built drawings 4 sets for Architectural, Structural, Plumbing, Electrical, HVAC system, Specialised services and others, approved by engineer shall be submitted by the main contractor before handing over & taking over process.
- d) All services/equipments to be run and check before handing over & taking over process as per requirements of employer/principal employer.
- e) Contractor has to arrange water & electricity at their own cost for the purpose of testing of services and equipments. No extra amount shall be payable on account of the same.
- f) Main contractor shall submit catalogues, brochures, operation manual, manufacturer test certificate, Guaranty/Warranty papers, licence etc for all equipments/materials before handing over & taking over process.

## **25. Operation and Running of entire system**

The contractor shall pay for and arrange for operation & running of entire HVAC system for a minimum period of one month after satisfactory completion of work as desired by Engineer. Cost of operation & running of entire system including required material e.g fuel, consumables, tools & tackles, requisite manpower etc. shall be deemed to be included in the contract price and nothing extra shall be paid.

**FORM OF AGREEMENT**

**AGREEMENT**

This Agreement made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_ at between **M/s Lokpriya Gopinath Bardoloi, Regional Institute of Mental Health (LGBRIMH) Post Box NO.15, Tezpur, Assam-784001** (*hereinafter* called "The Employer") represented by M/s \_\_\_\_\_ who enters into this Agreement of the one part and M/s ..... (hereinafter called "The Contractor") of the other part.

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

Now this Agreement witnesseth as follows:

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

4. The Employer hereby covenants to pay the Contractor through HSCC (India) Ltd. in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

signed, Sealed, and Delivered by the Said

---

Binding Signature of HSCC (India) Ltd. for and on behalf **Lokpriya Gopinath Bardoloi, Regional Institute of Mental Health (LGBRIMH) Post Box NO.15, Tezpur, Assam-784001.**

Binding Signature of Contractor

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In the presence of

Witness (1) :

Witness (2) :

## ANNEXURE - B

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

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

To,

M/S HSCC ( India ) Ltd.  
Plot No. 6 ( A ), Block E, Sector – 1,  
NOIDA -201301

Dear Sir,

In consideration of the **Lokpriya Gopinath Bardoloi, Regional Institute of Mental Health (LGBRIMH) Post Box NO.15, Tezpur, Assam-784001** (hereinafter called 'Employer') which expression shall include his successor and assignees represented by his Consultant, M/s. HSCC (India) Ltd., Plot No. 6(A), Block – E, Sector - 1, Noida, Uttar Pradesh – 201 301 (hereinafter called HSCC) having awarded to M/S \_\_\_\_\_ (hereinafter referred to as the said Contractor or 'Contractor' which expression shall wherever the subject or context so permits include its successors and assignees) a Contract No \_\_\_\_\_ in terms inter alia, of the \_\_\_\_\_ Letter No. \_\_\_\_\_ dated \_\_\_\_\_ and the General Conditions of Contract and upon the condition of the Contractor's furnishing Security for the performance of the Contractor's obligations and discharge of the Contractor's liability under and in connection with the said Contract upto a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) amounting to \_\_\_\_\_ percent of the total Contract value.

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

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

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



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

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

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

For and on behalf of Bank.

Issued under seal :

## ANNEXURE - C

### PROFORMA FOR RETENTION MONEY BANK GUARANTEE

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

To,  
M/S HSCC ( India ) Ltd.  
Plot No. 6 ( A ), Block E, Sector – 1,  
NOIDA -201301

Dear Sir,

In consideration of the the **Director, Lokpriya Gopinath Bardoloi, Regional Institute of Mental Health (LGBRIMH) Post Box NO.15, Tezpur, Assam-784001** ( hereinafter called Employer) which expression shall include his successor and assigns represented by his Consultant M/s. HSCC (INDIA) Ltd., Plot - 6 (A), Block - E, Sector - I, Noida, Uttar Pradesh - 201 301 (hereinafter called HSCC) having awarded to \_\_\_\_\_ (hereinafter referred to as the said Contractor or 'Contractor' which expression shall wherever the subject or context so permits include its successors and assigns) a contract No \_\_\_\_\_ in terms inter alia, of the HSCC Letter No. \_\_\_\_\_ dated \_\_\_\_\_ to execute the work of "Construction of Hospital, Residences, Hostels & Academic Buildings including PHE, Electrical, HVAC, Fire fighting, & other internal & external services in (LGBRIMH) Post Box NO.15, Tezpur, Assam (Name of work)". and the General Conditions of Contract and upon the condition of the contractor's furnishing guarantee for the retention of the contractor's obligations and discharge of the contractor's liability under and in connection with the said contract upto a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) amounting to 3% of the total contract value.

1. We, \_\_\_\_\_ (hereinafter called 'The Bank' which expression shall include its successors and assigns) having its branch office at \_\_\_\_\_ (a Company under the provisions of the Companies Act 1913 hereby jointly and severally undertake to guarantee the payment to the Employer in rupees forthwith on demand in writing and without protest or demur or any and all moneys anywise payable by the contractor to the Employer under in respect of or in connection with the said contract inclusive of all the Employer's losses and damages and costs, (inclusive between attorney and client) charges and expenses and other moneys anywise payable in respect of the above as specified in any notice of demand made by the Employer to the Bank with reference to this guarantee upto an aggregate limit of \_\_\_\_\_ Rs. \_\_\_\_\_ (Rupees only).
2. We \_\_\_\_\_ Bank Ltd. further agree that The Employer shall be sole judge of and as to whether the said contractor has committed any breach or breaches of any of the terms and conditions of the said contract and

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

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

Employer may have or obtain and no forbearance on the part of The Employer in enforcing or requiring enforcement of any other security shall have the effect of releasing the Bank from its full liability hereunder.

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

Notwithstanding anything contained herein,

- a) Our liability under this bank guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_).
- b) This bank guarantee shall be valid up to \_\_\_\_\_
- c) We are liable to pay the guarantee amount or any part thereof under the Bank Guarantee only & only if you serve upon us as a written claim or demand on or before \_\_\_\_\_.

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

For and on behalf of Bank.

Issued  
under  
seal :

**PROFORMA FOR BID SECURITY BANK GUARANTEE**

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

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

To,  
M/S HSCC ( India ) Ltd.  
Plot No. 6 ( A ), Block E, Sector – 1,  
NOIDA -201301

Dear Sir,

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

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

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

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

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

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

This guarantee shall continue to be in full force and effect for a period of 90 days from the date of submission of Bid. Notwithstanding the above limitations, we shall honour and discharge the claims preferred by you within thirty days of expiry of this guarantee.

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

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

Yours faithfully,

For

Signature & seal of the Bank      (Authorised Signatory)

**APPENDIX TO TENDER**

Important Clause	Clause No.	Volume	Remarks
Amount of Performance Security	10.1	II	5% of the Contract Price
	29.1	III	
Minimum amount of third party Insurance	23.2	II	Rs. 10,00,000.00 for any incident, number of incidents unlimited
	31.0	III	
Period of commencement	41.1	II	With in two weeks from Engineer's order to commence
Amount of Liquidated damages	47.1	II	0.5 % (point five percent) of Contract price per week of delay.
Limit of liquidated damages	47.1	II	10 % of Contract price
Defect Liability Period	49.1	II	12 months
Percentage of retention	33(d)	III	3 % Bank guarantee + 3 % cash deduction
	60.5	II	
Limit of retention money	33(d)	III	3 % Bank guarantee + cash deduction limited to 2%
	60.5	II	
Programme of work and progress reports	39.6	III	Programme updated monthly, progress reported weekly.
Time of Completion	43.1	II	24 (Twenty Four) Calendar months
	1.3	III	
The Place of Arbitration	67.3.9	II	Tezpur / Guwahati High Court
Jurisdiction of Court	72.1	II	Tezpur / Guwahati High Court

PROFORMA FOR ADVANCE BANK GUARANTEE

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

To

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

Dear Sir,

1. In consideration of the the **Director, Lokpriya Gopinath Bardoloi, Regional Institute of Mental Health (LGBRIMH) Post Box NO.15, Tezpur, Assam-784001** ( hereinafter called Employer) which expression shall include his successors and assigns represented by his Consultant M/s. HSCC (INDIA) Ltd., Plot - 6 (A), Block - E, Sector - I, Noida, Uttar Pradesh - 201 301, (hereinafter called HSCC) having agreed under the terms & conditions of contract No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called the Contract or the said Contract) to make at the request of ("the Contractor" or "the said Contractor") the contractor thereunder a lumpsum advance of Rs. \_\_\_\_\_ for utilising it for the purposes of the said contract on its furnishing a guarantee acceptable to HSCC.
2. We, the \_\_\_\_\_ Bank having its branch office at \_\_\_\_\_ (hereinafter referred to as the Bank or the said Bank) a Company under the Companies Act 1956 and having our registered office at \_\_\_\_\_ do hereby guarantee the repayment and recovery of the said advance together with interest thereon as provided according to the terms and conditions of the said contract. If the contractor fails to utilise the said advance for the purposes of the said contract and/or the said advance together with interest thereon as aforesaid is not fully recovered by The Employer, we \_\_\_\_\_ Bank hereby unconditionally and irrevocably undertake to pay to The Employer on demand and without demur or protest to the extent of the said sum of Rs. \_\_\_\_\_ with interest any claim made by The Employer on us against non- utilisation/misutilisation of the said advance and/or by reason of The Employer not being able to recover in full the said sum of Rs. \_\_\_\_\_ with interest as aforesaid.
3. We, \_\_\_\_\_ Bank further agree that The Employer shall be the sole judge of and as to whether the contractor has utilised or not utilised the said advance or any part thereof for the purposes of the said contract and/or as to whether the advance or any part thereof with interest has been recovered or not and the finding of the Employer in this regard shall be final and binding on us.



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

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

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

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

for and on behalf of Bank.

Issued  
under  
seal: