

# **TENDER DOCUMENT**

## **PART- I**

**Jharkhand State Sports Promotion  
Society**

**(A CCL- Govt. of Jharkhand initiative)  
DARBHANGA HOUSE, RANCHI – 834 029**

**PART – I OF TENDER**

**TENDER DOCUMENT ISSUE DETAILS**

**Name of work – Replacement of VCB panel, distribution panel, cable, HID lamps and ballast (2000 watt) for high mast light at Hockey stadium, Morabadi Ranchi.**

**Tender Notice no. & date – 2016/Electrical - 5 dated 28.12.2016**

**Date and time of submission of tender –18.01.2017 upto 3.00 P.M.**

**Date of opening of Tender-18.01.2017 at 3.30 P.M.**

**Tender Document fee – ` Rs. 575/-**

**ISSUE TO / SUBMITTED BY :**

**NAME OF TENDERER :** \_\_\_\_\_  
**POSTAL ADDRESS** \_\_\_\_\_

**E-mail address** \_\_\_\_\_  
**Telephone No.** \_\_\_\_\_  
**Mobile No.** \_\_\_\_\_

For CEO, LMC, JSSPS  
Darbhanga House, Ranchi

Jharkhand State Sports Promotion Society  
(A CCL-Govt.of Jharkhand initiative)  
Darbhanga House,Ranchi-834001  
Telephone No.0651-2360184  
E-mail:ceocclsport@gmail.com

No. /Tender/2016-17/

Dated 28.12.2016

**NOTICE INVITING TENDER**  
**Tender Notice No. : 2016 /Electrical-5**

11. Sealed tenders in two parts are invited for the works detailed as below :-

Sl. No.	Name of work	Estimated Cost (Rs.)	Earnest Money (Rs.)	Cost of tender document (Non- refundable)	Period of completion
1.	Replacement of VCB panel, distribution panel, cable HID lamps and ballast for high mast light at Hockey stadium Morahabadi Ranchi.	24,75,631.15	24760.00	575.00	45 days

2 Issue of tender document begins on : 05.1.2017

3 Issue of tender document closes on: 16.01.2017

4 Tender documents may be obtained from the Office of the CEO, LMC,, Darbhanga House, Ranchi during the issue periodfrom 10.00 AM to 5.00 PM on all working days. The cost of the tender document which is NON- REFUNDABLE is to be deposited in the form of Demand Draft drawn in favor of JSSPS, payable at Ranchi.

Tender documents can also be downloaded from the website [www.jharkhandcclsports.in](http://www.jharkhandcclsports.in). Any tenderer who desires to download the tender document from website and submit the tender on due date and time, may do so within the issue period of tender document as above subject to the condition that he/she/they will deposit the cost of tender document and an UNDERTAKING that he/she/they will accept the tender document as available in the web site and his/her/their tender shall be rejected if any tampering in the tender document is found at the time of opening of tender (Annexure- E). The cost of the tender document and the undertaking of the tenderer is to be submitted in a separate envelope marked "The Cost of tender document & undertaking" and not with Part – I / EMD.

For further details, please log on CCL Website [www.jharkhandcclsports.in](http://www.jharkhandcclsports.in)& also visit web site [www.tenders.gov.in](http://www.tenders.gov.in).

- 5 Earnest money is to be deposited in the form of DD / Certified cheque from Nationalized bank / scheduled bank in a separate envelope super-scribing "Earnest Money deposit" and not inside the envelope containing Part – I or Part – II of the bid. Certified cheques and demand drafts submitted as earnest money/bid security should be drawn in favour of "JSSPS," on any nationalized bank / scheduled bank payable at Ranchi and its date of issuance should be on or after the date of issue of NIT.
- 6 (i) Tenders must be submitted in 2 (Two) parts as specified in the tender document in the office of CEO, LMC, JSSPS , Darbhanga House, Ranchi up to **3.00 PM on 18.01.2017**
- (ii) Part-I tender will contain credentials (duly authenticated by the bidder) in support of his qualifications in accordance with the eligibility criteria & put into separate sealed envelope super scribing "Part-I". Part-II tender will contain price bid only & put into separate sealed envelope super-scribing "Part-II". Thereafter all the three envelopes i.e. Part-I, Part-II & EMD (four envelopes in case of Bidders using downloaded Bid document) should be submitted in a sealed envelope super-scribing name of work and NIT no. & date. Part-II tender of only those tenderers will be opened who will qualify on the basis of credentials submitted in Part - I tender.

Part - I of the Tenders will be opened on **18.01.2017.at 3.30 PM** in the office of CEO, LMC, JSSPS, Darbhanga House, Ranchi.

7 The minimum eligibility criteria for consideration for award of the contract shall include the following :-

- a) The intending tenderer must have in its name as a prime contractor experience of having successfully completed similar works during last 7 (seven) years ending last day of month previous to the one in which bid applications are invited (i.e. eligibility period) should be either of the following :-

Three similar completed works each costing not less than the amount equal to 40% of the estimated cost.

**OR**

Two similar completed works each costing not less than the amount equal to 50% of the estimated cost.

**OR**

One similar completed work costing not less than the amount equal to 80% of the estimated cost.

In all the above cases while considering the value of completed works, the full value of completed work be considered whether or not the date of commencement is within the said seven years period.

Cost of previous completed works shall be given a simple weightage of 5% per year to bring them at current price level, while evaluating the qualification requirement of the bidder. Such weightage shall be considered after end date of completion. Updating will be considered for full or part of the year (total no. of days / 365) i.e. considering 365 days in a year, till the last day of month previous to one in which bid has been invited.

In case the bidder is not a prime contractor, but a sub-contractor, the bidder's experience as sub-contractor will be taken into account, against suitable document that the contract in support of qualification is a sub-contract in compliance with the provision of such sub-contracts in the original contract awarded to prime contractor. The document may be issued by owner/Govt. department on behalf of the owner.

For work experience, bidders are required to submit Satisfactory Work Completion Certificate issued by the employer against the Experience of Similar work containing all the information as sought online.

In case of Sub- Contractor, suitable document as per provision of eligibility, if applicable.

Work- Order, BOQ and/or TDS may be sought during clarification or along with deficient documents.

**Similar nature of work shall include : external electrical works**

- b) Average annual financial turnover during the last 3 (three) years, ending 31st March of the previous financial year should be at least 30% of the estimated cost.

The intending tenderer must submit "Turnover certificate issued by a practicing Chartered Accountant having membership of Institute of Chartered Accountants of India containing information as furnished by the bidder".

Financial turn over shall be given a weightage of 5% per year (average annual rate of inflation) to bring them at current price level, while evaluating the qualification requirement and bid assessment of the bidders

8 The validity of tenders shall be 150 (one hundred fifty) days from the last date of submission of bid, if any.

- 9 The period of completion of the contracts for 01 (one) years. However, the contract may be extended for further 02 (two) year if performance of is found satisfactory.

10 Following documents are required to be submitted with Part I of the tender :-

- a. Documents in respect of the "Legal Status" of the bidder firm.
- b. Power of Attorney in the case the tender is signed by an authorised representative of the tenderer.
- c. Photocopy of PAN card either of the firm or of the individual as the case may be.
- d. Particulars of registration with appropriate Sales Tax authority / VAT authorities.
- e. Credentials of satisfactory performance of contracts completed with full details of clients location of work, cost & time taken for completion during the period as indicated at sl. no. 7.
- f. Turnover certificate issued by a practicing Chartered Accountant having membership of Institute of Chartered Accountants of India
- g. "Undertaking in support of the authenticity of submitted information and documents and other commitments" in the format available in the tender document.
- h. "Letter of bid" in the format available in the tender document.
- i. Declaration to the effect that no condition has been given in the price bid (Part-II).
- j. Declaration regarding delisting / banning by any Govt. or quasi Govt. agencies or PSUS.
- k. Authorization of all payment through electronic fund transfer system / RTGS / CBS / intra bank transfer as per Annexure – I of Tender document.
- l. Documents in respect of "Service Tax Status" of the bidder.
- m. Valid Electrical License.

11 All the pages of tender documents, credentials should be signed by the tenderer including cutting / overwriting if any.

- 12 Other eligibility criteria and details required to be submitted with tender should be as detailed in tender document.
- 13 Mere issue of tender document to intending bidders will not mean that they have fulfilled the requisite qualification. The eligibility and other qualification criteria will be examined at the time of the evaluation of Part-I of the bid.
- 14 reserves the right to reject any or all the tenders without assigning any reason what so ever and to split up & distribute the work among more than one tenderer.
- 15 Payment of wages: After award of work, the workers deployed on the subject work will be paid their wages only through bank account by the agency.
- 16 The decision of in awarding the work shall be final and cannot be subject to arbitration.
- 17 No subletting of work by the contractor is permissible. Subletting of work in piece rated jobs is permissible with the prior approval of the department.

CEO, LMC, JSSPS  
Darbhanga House, Ranchi

Distribution:

- 1 G.M (E&M), CCL RANCHI.
- 2 GM (E&M)/CMPDIL, Gondwana Palace, Kanke Road, Ranchi.
- 3 Director(Sports), Govt. of Jharkhand along with CD of tender document for uploading on web sites
- 4 G.M (System) – along with CD of tender document for uploading on web sites.
- 5 TS to DT(O),DT(PP),D(F),D(P)
- 6 Project Engineer(Civil),
- 7 Member (Finance), LMC,
- 8 Chief of security- with request for arrangement of security personal in near tender box on the date of receiving & opening of tender
9. CGM/GM, Argada/CWS (Barkakana)/ Hazaribagh/ Kuju/ Dhori/B&K/ NK/Piparwar/Rajhara/ Rajrappa/ Barka Sayal/MRS /CHN/ Magadh & Aamrapali.
10. NOTICE BOARDS

## INSTRUCTIONS TO BIDDERS

### 1. SCOPE OF BIDDER

- 1.1 The **Jharkhand State Sports Promotion Society** (referred to as Employer in these documents) invites bids for the works as mentioned in the Bid Notice. The Bidders should submit Bids for all the works mentioned in the Notice.
- 1.2 The successful Bidder will be expected to complete the Work(s) by the Intended Completion period specified in the Bid document/Notice.

### 2. ELIGIBLE BIDDERS

- 2.1 The Invitation for Bid is open to all Bidders including an individual, proprietorship firm, partnership firm, Society registered under Companies Act, any legal entity. The bidders shall be eligible to participate only if they fulfill the qualifying/eligibility criteria specified in tender Notice and at Clause 3.
- 2.2 The Society reserves its right to allow Public Enterprises purchase preference facility as admissible under prevailing policy.
- 2.3 No sub-letting of the work as a whole by the contractor is permissible. Prior permission is required to be taken from the principle employer for engagement of sub-contractors in part work/piece rated work.

The Contract Agreement will specify major items of supply or services for which the contractor proposes to engage sub-contractor/sub-vendor. The contractor may from time to time propose any addition or deletion from any such list and will submit proposals in this regard to the Engineer-in-Charge / Designated Officer in charge for approval well in advance so as not to impede the progress of work. Such approval of the Engineer-in-Charge/ Designated Officer in Charge will not relieve the contractor from any of his obligations, duties and responsibilities under the contract.

### 3. QUALIFICATION OF THE BIDDER

- 3.1 In the event that pre-qualification of potential bidders has been undertaken, only bids from pre-qualified bidders will be considered for award of contract.
- 3.2 If the employer has not undertaken pre-qualification of potential bidders, all bidders shall fulfill the eligibility/qualifying criteria as detailed at clause 7 of the tender Notice. Such details shall be submitted as deliberated in the tender Notice.
- 3.3 If the bidder is subsidiary of a Company, the experience and resources of the holding Company or its other subsidiaries will not be taken into account. However, if the bidder is a holding Company, the experience and resources of its wholly owned subsidiaries will be taken into consideration.
- 3.4 Even though the bidders meet the above eligibility/qualifying criteria, they are subject to be disqualified if they have:
- Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
  - Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, or financial failures etc.

### 4. ONE BID PER BIDDER

## **INSTRUCTIONS TO BIDDERS**

4.1 Each Bidder shall submit only one Bid, either individually, or as a partner in a partnership firm or a partner in a Joint Venture or a Public Ltd. / Private Ltd., Society or any legal entity. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

### **5. COST OF BIDDING**

5.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs.

### **6. SITE VISIT**

6.1 The Bidder, at the Bidder's own responsibility, cost and risk, is encouraged to visit and examine the Site of Works and its surroundings, approach road, soil condition, investigation report, existing works, if any, connected to the tendered work, drawings connected to the work, if / as available and obtain all information that may be necessary for preparing the Bid and entering into a contract for execution of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

6.2 It shall be deemed that the Bidder has visited the site/area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether he actually visits the site/area or not and has taken all the factors into account while quoting his rates.

6.3 The bidder is expected, before quoting his rate, to go through the requirement of materials / workmanship, specification, requirements and conditions of contract.

6.4 The bidder, in preparing the bid, shall rely on the site investigation report referred to in the bid document (if available), supplemented by any information available to the bidder.

### **7. CONTENT OF BIDDING DOCUMENTS**

7.1 The set of bidding documents comprises the documents (all or as available/ applicable) listed below:

i) Tender Notice, ii) Instructions to Bidders, iii) Letter of Bid, iv) Undertaking, v) Conditions of Contract (General Terms & Conditions, Special Terms & Conditions, Commercial Terms & Conditions, Special notes and Additional Terms & Conditions, Scope of Work, Safety codes etc.), vi) Integrity Pact, if applicable; vii) Various Forms viii) Bill of Quantities and technical specifications.

### **8. CLARIFICATION OF BIDDING DOCUMENTS**

8.1 A prospective bidder requiring any interpretation or clarification of the bidding documents may notify the Employer in writing at the Employer's address indicated in the Notice Inviting Tender. The employer will respond to any request for clarification received earlier than 15 days prior to the deadline for submission of Bids. The employer's response (if relevant) may be uploaded on society's web- site, including description of the enquiry but without identifying the source. Responsibility to download the same shall lie with the bidder.

8.2 Pre- bid meeting: A pre- bid meeting may be held on 26.12.2016 at 3.00 PM to clarify the issues and to answer the questions on any matter that may be raised at that stage.

Non- attendance of the pre- bid meeting will not be a cause for disqualification of the bidder and it shall be presumed that the bidder does not require any clarification. The purpose of the pre- bid meeting will be to clarify issues.

### **9. AMENDMENT OF BIDDING DOCUMENTS**

9.1 Before the deadline for submission of bids, the employer may modify the bidding documents by issuing addenda.

9.2 Any addendum thus issued shall be a part of the bidding documents and shall be displayed in the website. The bidder shall submit the same during bid submission.

9.3 To give prospective Bidders reasonable time in which to take an addendum in to account in preparing their Bids, the Employer may extend, as necessary, the deadline for submission of bids, in accordance with sub-

## INSTRUCTIONS TO BIDDERS

clause 18.20 below.

### 10. LANGUAGE OF BID

10.1 All documents relating to the Bid shall be in the English language.

### 11. DOCUMENTS COMPRISING THE BID

11.1 The bid, comprising two parts, will be submitted by the bidder as follows:

- a) Cost of tender document and the undertaking in a separated envelope as specified in clause 4 of Notice Inviting tender
- b) Part- I of bid sealed in the envelope consisting of :-
  - (i) Bid- security/ earnest money deposit in appropriate form;
  - (ii) Letter of bid submitted in the form as stipulated in 'Contractor's bid' of Bid- Document;
  - (iii) Qualification information as indicated in the bid document and documents as required in accordance with stipulations of the bid documents and any other material required to be completed and submitted by the bidder in accordance with these instructions.
  - (iv) The original bid- document issued from the employer's office / downloaded from the web- site duly signed by the authorized signatory of the bidder on all pages as proof of accepting the conditions of contract ( excluding the price- bid)
  - (v) Undertaking duly signed as per the enclosed format.
  - (vi) Pre- contract Integrity Pact – if applicable
- c) Part- II of the bid to be submitted in a sealed envelope comprising Priced Bill of Quantities.
- d) The above two sealed envelopes ( three in case of downloaded tender documents) then be placed in one outer envelope, sealed and marked properly as per clause 17 and submitted to the Employer at its address before the deadline for submission of the bid as described in clause 18.

### 12. BID PRICES

12.1 The bidder shall closely study specification in detail and scope of work which govern the rates for which he is quoting. The Bidders shall offer for the whole Works as described in Sub-Clause 1.1, based on the Bill of Quantities. Based on priced bill of quantities submitted by the Bidder, the Employer reserves the right to allot whole or part of the work at their discretion and no claims, whatsoever, shall be entertained in this regard.

12.2 The bidder will quote the rates for all items/heads/sub-heads in figures as well as in words both.

12.3 All duties, taxes (**excluding Service Tax only**) and other levies, Octroi, Royalty, Building and Other Construction Workers' Cess (as applicable in States) payable by the Contractor under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. All investments, operating expenses, incidentals, overheads, leads, lifts, carriages, tools and plants etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid price submitted by the bidder.

However, such duties, taxes, levies etc. which is notified after the last date of submission of Bid and/or any increase over the rate existing on the last date of submission of Bid shall be reimbursed by the Society on production of documentary evidence in support of payment actually made to the concerned authorities.

Similarly if there is any decrease in such duties, taxes and levies the same shall become recoverable from the contractor. The details of such duties, taxes and other levies along with rates shall be declared by the bidder in the Price bid.

The item wise rate quoted shall be exclusive of service tax (share of service provider). Service tax (share of service provider) will be paid extra, if payable. Payment of service tax (share of service provider) by the service availer (i.e. JSSPS), to the service provider would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant service tax rules. CENVAT credit is to be availed by paying authority as per rule.



## **INSTRUCTIONS TO BIDDERS**

Payment/deposit of service tax (share of service provider) is the responsibility of the service provider.

12.4 The rates and prices quoted by the Bidder shall be fixed for the duration of the contract and shall not be subject to variations on any account except to the extent variations allowed as per the conditions of the contract of the bidding document.

### **13. CURRENCIES OF BID AND PAYMENT**

The unit rates and prices shall be quoted by the Bidder entirely in Indian Rupees.

### **14. BID VALIDITY**

13.1 Bid shall remain valid for a period not less than 150 (One hundred Fifty) days from the last date of submission of bid. A bid valid for a shorter period shall be rejected by the Employer.

13.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidder(s) extend the period of validity for a specified additional period. The request and the bidder's response shall be in writing. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his bid security for the period of extension, and in compliance with Clause 14 in all respects.

### **15. BID SECURITY/ EARNEST MONEY DEPOSIT**

14.1 The Bidder shall furnish, as part of his bid, a Bid Security/Earnest Money of the amount as shown in tender Notice and in the form as deliberated at Clause 5 of tender Notice.

14.2. Any Bid not accompanied by an acceptable Bid Security/ EMD shall be summarily rejected by the employer as non-responsive.

14.3 The bid security/EMD of the successful bidder will be retained and adjusted with performance security / security deposit, at bidder's option.

14.4 The Bid Security/ EMD deposited with the Employer will not carry any interest.

### **16. DEADLINE FOR SUBMISSION OF BIDS**

16.1. Bids shall be submitted within the date and time specified in the tender Notice.

16.2. The employer may extend the deadline for submission of bids by issuing a corrigendum in accordance with provisions, in which case all rights and obligations of the employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

### **17. SIGNING AND SUBMISSION OF BID**

All the documents/ credentials including the quotation/ tender document must be signed by the bidder.

### **18. MODIFICATION AND WITHDRAWAL OF BIDS**

18.1 For withdrawal of bid after the end date of bid submission, the bidder will have to make a request in writing to the Tender Inviting Authority. Withdrawal of bid may be allowed till issue of work order/LOA with the following provision of penal action:

1. The EMD will be forfeited; and
2. The bidder will be debarred for 1(One) year from participating in tenders in JSSPS.

The Price-bid of all eligible bidders including this bidder will be opened and action will follow as under:

- i). If the bidder withdrawing his bid is other than L 1, the tender process shall go on.

## **INSTRUCTIONS TO BIDDERS**

ii). If the bidder withdrawing his bid is L-1, then re-tender will be done.

Note: In case of above, a letter will be issued to the bidder by Tender Inviting Authority with the approval of Tenderer Accepting Authority, stating that the EMD of bidder is forfeited, and this bidder is debarred for one year from participating in tenders. The updated list will be maintained by all Tender Inviting Authority.

Penal action against clauses above will be enforced from the date of issue of such order.

### **19. BID OPENING**

#### **19.1 Opening of Bid:**

Part- I of the Tenders will be opened by on the prescheduled date & time of Tender Opening.

Extension of Tender submission date in case of number of bids received are less than three, initially by two days and thereafter by five days will be done.

This extension will be also applicable in case of receipt of zero bid.

19.2 If the date of opening of bids (scheduled as per NIT/ extended automatically) falls on a holiday, the bids will be opened on the next working day.

### **20. EVALUATION AND COMPARISON OF BIDS.**

20.1 Evaluation of part- I of the tender will be carried out by Tender Committee. Bid evaluation shall be done after taking into consideration overall quoted price by the bidder and effect of service tax etc. as applicable. L1 will be decided based on cost to the Society.

20.2 If the Bid of the successful L-1 bidder is seriously unbalanced in relation to the Society's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the methods and schedule proposed.

After evaluation of the price analysis, the Society may require that the amount of the performance security/security deposit is increased at the expense of the successful bidder to a level sufficient to protect the Society against financial loss in the event of default on the part of the successful bidder under the contract.

Additional performance security shall be applicable if the bid price is below 85% of the justified price, finalized by the owner. The amount of such additional performance security shall be the difference between 85% of the owner's justified price and quoted price.

Justified price shall be finalized by the owner on the basis of prevalent market rate of materials and labour analyzed as per standard analysis of rate of CPWD/ NBO, and shall be binding on the bidder.

Such additional performance security shall be applicable for Item-rate and Percentage Tenders.

Such additional performance security shall be furnished by bidder along with normal performance security as per Cl. No. 4 of GTC. Failure to submit such additional performance security may result into termination of the contract.

### **21. ABNORMALLY HIGH RATE & ABNORMALLY LOW RATE ITEMS.**

PROVISIONS FOR DEALING WITH VARIATIONS IN RESPECT OF ABNORMALLY HIGH RATE AND ABNORMALLY LOW RATE ITEMS.

The abnormally high rate items are those whose quoted rates are more than 20% of the justified rates decided by the owner.

## INSTRUCTIONS TO BIDDERS

The abnormally low rate items are those whose quoted rates are less than 20% of the justified rates decided by the owner.

In case of Item Rate Tenders, the revision of rates for (i) abnormally high rate items and (ii) abnormally low rate items, shall become operative under the following circumstances:-

For increase in quantity of more than 25% in respect of works executed below plinth level and 10% in respect of works executed above plinth level.

Quantity variation beyond the limit mentioned above shall be dealt by arriving at new rate based on prevalent market rate of materials and labour analyzed as per standard analysis of rate of CPWD/NBO. Payment of extra quantity over the permitted quantity as explained above would be made on the basis of the new analyzed rate.

The variation in quantity of abnormally low rate items for item rate tenders shall not be permitted below 25% for the items below plinth level and below 10% for the items above plinth level of the agreement schedule quantity, but in exceptional cases with written consent of Engineer-in-Charge arising out of technical necessity.

The above provisions shall be applicable for item rate tenders only and not applicable for percentage rate tenders for works based on standard schedule of rates of the Society.

For the purpose of operation, the following works shall be treated as works related to foundation, unless otherwise defined in the contract.

- a) **For Buildings:** All works up to 1.2 meters above ground level or up to floor 1 level whichever is lower.
- b) **For abutments, piers and well steining :** All works up to 1.2m above the bed level.
- c) **For retaining walls, wing walls, compound walls, chimneys, overhead reservoirs / tanks and other elevated Structures:** all works up to 1.2 meters above the ground level.
- d) **For reservoirs / tanks (other than overhead reservoirs / tanks):** All works up to 1.2 meters above the ground level.
- e) **For basement :** all works up to 1.2m above ground level or upto floor 1 level whichever is lower.

**For Roads, all items of excavation and filling including treatment of sub base.**

## 22. AWARD CRITERIA

Subject to Clause 24, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has offered the lowest evaluated acceptable Bid Price, provided that such Bidder has been determined to be:

- a. Eligible in accordance with the provisions of Clause 2; and
- b. Qualified in accordance with the provisions of Clause 3.

## 23. EMPLOYER'S RIGHT TO ACCEPT ANY BID, NEGOTIATE AND TO REJECT ANY OR ALL BIDS

Notwithstanding Clause 23, the Employer reserves the right to accept, negotiate or reject any Bid, and to cancel the bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

## 24. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

24.1 The Bidder, whose Bid has been accepted, will be notified of the award by the Employer prior to expiration of the Bid validity period by e-mail and confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called "the Contract Price").

## INSTRUCTIONS TO BIDDERS

24.2 The notification of award will constitute the formation of the Contract.

The works should be completed as per period specified in the NIT from expiry of \*10(ten) days from the issue of letter of acceptance issued by department or within 7 days of handing over of the site or handing over of reasonable number of working drawings to the contractor or the period of mobilization allowed in the work order for starting the work in special circumstances whichever is latest.

\* For Specialized Works/ High Value Works above Rs.5.00Crores, the period shall be 30 days.

24.3 The Agreement will incorporate all agreements between the Employer and the successful Bidder, work programme etc. within 30(thirty) days following the notification of award along with the letter of Acceptance and / or Work Order issued by department.

In case of failure to enter in to agreement within specified period or extended period on the written-request of the bidder, if any, the department will take action as per clause 4.2 of conditions of contract.

24.4 In the bidding process, the cause of rejection of Bid of any bidder should be intimated to non-qualified bidder after the award of the work to the successful one and the Security / Earnest Money shall be refunded to unsuccessful bidders as per provision of Cl. 14.3.

24.5 The contractor shall enter into and execute contract agreement in the prescribed form. The cost of the stamp papers for the contract agreement shall be borne by the contractor. Two sets of contract document/agreements shall be prepared and signed by both the parties One of the sets shall be stamped "Original" and the other "Duplicate". The duplicate copy will be supplied to the contractor free of cost and the original is to be retained by the Society. For additional copy, cost to be charged.

All additional copies should be certified by the Engineer-in-Charge.

The contractor shall keep copy of these documents on the site/place of work in proper manner so that these are available for inspection at all reasonable times by the Engineer-in-charge, his representatives or any other officials authorized by the Society for the purpose.

The contract document shall not be used by the contractor for any purpose other than this contract and the contractor shall ensure that all persons employed for this contract strictly adhere to this and maintain secrecy, as required of such documents.

## 25. PERFORMANCE SECURITY/SECURITY DEPOSIT

Security Deposit shall consist of two parts;

- a. Performance Security to be submitted at award of work and
- b. Retention Money to be recovered from running bills.

The security deposit shall bear no interest.

For details refer Cl. 4 of Conditions of Contract (General terms and Conditions)

## 26. EMPLOYMENT OF LABOUR

26.1 Contractors are to employ, to the extent possible (as per policy decision of the Society valid from time to time), local project affected people and pay wages not less than the minimum wages as per minimum Wages Act or such other legislations or award of the minimum wage fixed by respective State Govt. or Central Govt. as may be in force.

Payment of Provident Fund for the workmen employed by him for the work as per the Laws prevailing under provision of CMPF / EPF and allied scheme valid from time to time shall be the responsibility of bidder.

## **INSTRUCTIONS TO BIDDERS**

Bidder shall also submit statutory returns.

26.2 The bidder shall comply with statutory requirements of various acts including Contract Labour (R&A) Act.

26.3 The bidder shall also follow other guidelines as incorporated at Clause 13 of GTC covered under Additional Responsibilities of the contractor.

NOTE: In case Society decides/ circulates separate wages for underground works / for works within mine premises, the same may be allowed based on appropriate circular. Clause 13(xiv) of the Conditions of Contract shall stand amended to this extent before notification of bid.

### **27. LEGAL JURISDICTION**

Matter relating to any dispute or difference arising out of this bid and subsequent contract awarded based on the bid shall be subject to the jurisdiction of local court only where the subject work is to be executed.

### **28. Change in the Constitution of Contracting Agency.**

Prior approval in writing of the Society shall be obtained, before any change is made in the constitution of the contracting agency, otherwise it will be treated as a breach of contract.

### **29. Miscellaneous.**

29.1 The bidders should fill the bid document properly and carefully. They should avoid quoting absurd rates.

29.2 Throughout the bidding documents, the terms '**bid**' and '**tender**' and their derivatives are synonymous.

### **30. Contract Period.**

The period of the contract for the jobs at serial numbers 1 & 2 in the Notice Inviting Tender is 02 (two) years. However, contract period may be extended on mutual consent for further 01 (one) year, if performance is found satisfactory.

## **PROFORMA FOR LETTER OF BID TO BE SUBMITTED BY BIDDER:**

<b>LETTER HEAD OF BIDDER</b>
------------------------------

To,  
The Tender Committee  
Jharkhand State Sports Promotion Society  
Darbhanga House, Ranchi

Sub. : Letter of Bid for the work, “

Ref.: NIT No.:

Dear Sir,

This has reference to above referred bid. I/we have read and examined the conditions of contract, Scope of Work, technical specifications, BOQ and other documents carefully.

I /We am/are pleased to submit our bid for the above work. I/We hereby unconditionally accept the bid conditions and bid documents in its entirety for the above work and agree to abide by and fulfill all terms and conditions and specifications as contained in the bid document.

I/we here by submit all the documents as required to meet the eligibility criteria as per provision of the bid notice/document.

I/We hereby confirm that this bid complies with the Bid validity, Bid security and other documents as required by the Bidding documents.

If any information furnished by me/us towards eligibility criteria of this bid is found to be incorrect at any time, penal action as deemed fit may be taken against me/us for which I/We shall have no claim against JSSPS.

Until a formal agreement is prepared and executed, this bid and your subsequent Letter of Acceptance/Work Order shall constitute a binding contract between us and JSSPS .

Should this bid be accepted, we agree to furnish Performance Security within 28 days of issue of letter of acceptance and commence the work within 10 days of issue of letter of acceptance. In case of our failure to abide by the said provision shall, without prejudice to any other right or remedy, be at liberty to cancel the letter of acceptance/ award and to forfeit the Earnest Money and also debar us from participating in future tenders for a minimum period 12 months.

**PROFORMA FOR UNDERTAKING TO BE SUBMITTED BY BIDDER/S (ON BIDDER'S LETTER HEAD) FOR GENUINENESS OF THE INFORMATION FURNISHED AND AUTHENTICITY OF THE DOCUMENTS SUBMITTED IN SUPPORT OF HIS ELIGIBILITY :**

FORMAT OF UNDERTAKING

I / We, ....., Proprietor/ Partner/ Legal Attorney/ Director/ Accredited Representative of M/S. ...., solemnly declare that:

1. I/We am/are submitting Bid for the work, ".....against NIT No 2016/SS- Dated .....and I/we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.
2. Myself/ Our Partners/ Directors don't has/ have any relative as employee of JSSPS / Central Coalfields Ltd.
3. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Bid is complete, correct and true.
4. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.
5. I/ We hereby authorize department to seek references / clarifications from our Bankers.
6. \*I/We have submitted particulars of existing Sales Tax / VAT registration, if applicable. We also undertake that Certificate of Registration with appropriate Sales Tax / VAT Authority where the work will be executed shall be arranged before any payment is made to us.
7. We hereby undertake that we shall register and obtain license from the competent authority under the Contract Labour (Regulation & Abolition Act) as relevant, if applicable.
8. \*I/We hereby confirm that we have registration with PF Authorities. We shall make necessary payments as required under law.

Or

- \*I/We hereby undertake that we shall take appropriate steps for registration as relevant under PF authorities, if applicable. We shall make necessary payments as required under law.
9. \*I/We have not been banned or delisted by any Govt., or Quasi Govt. Agencies or PSUs (In case of JV, all partners are covered).

Or

- \*I / We .....have been banned by the organization named "....." for a period of..... year/s, effective from ..... to.....(in case of JV, name(s) of the JV Partner(s)).
10. If any information and document submitted is found to be false/ incorrect at any time, department may cancel my/our Bid and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of all dues including Earnest Money and banning/ delisting of our firm and all partners of the firm etc.

\* Delete whichever is not applicable.

Dated.....

Seal & Signature of the bidder

**CONDITIONS OF CONTRACT**



## CONDITIONS OF CONTRACT

### GENERAL TERMS AND CONDITIONS

#### 1. Definitions

- i) The word "Employer" or "Society" or "Owner" wherever occurs in the conditions, means the Jharkhand State Sports Promotion Society, represented at Head Quarters of the Society by the appropriate authority or his authorized representatives or any other officer specially deputed for the purpose who will employ the contractor.
- ii) The word "Principal Employer" wherever occurs, means the officer nominated by the Society to function on its behalf.
- iii) The word "Contractor/ Contractors" wherever occurs means the successful bidder /bidders who has/have deposited the necessary Earnest money and has/have been given written intimation about the acceptance of tender and shall include legal representative of such individual or persons composing a firm or a Society or the successors and permitted assignees of such individual, firm or Society, as the case may be and any constitutional, or otherwise change of which shall have prior approval of the employer.
- iv) "Site" means the land and places including any building and erection thereon, over, under, in or through which the Permanent works or Temporary works designed by the Engineer-in-Charge are to be executed and any other lands and places provided by the Employer for working space or any other purpose as may be specifically designated in the Contract as forming part of the site.
- v) The term "Sub-Contractor" as employed herein, includes those having a direct contract with Contractor either on piece rate, item rate, time rate or any other basis and it includes one who furnishes work to a special design according to the plans or specifications of this work but does not include one who merely supplies materials.
- vi) "Accepting Authority" shall mean the management of the Society and includes an authorized representative of the Society or any other person or body of persons empowered on its behalf by the Society.
- vii) "Engineer-in-charge" shall mean the officer nominated by the CEO, LMC, JSSPS in the E&M cadre/ discipline who is competent to direct supervisors and authorized to be in charge of the works for the purpose of this contract. The Engineer-in-Charge /Designated Officer in Charge, who is of an appropriate seniority, will be responsible for supervising and administering the contract, certifying payments due to the contractor, valuing variations to the contract, awarding extension of time and valuing compensation events. The Engineer-in-Charge /Designated Officer in Charge may further appoint his representatives i.e. another person or any other competent person and notify to the contractor who is directly responsible for supervising the work being executed at the site, on his behalf under their Delegation of Powers of the Society. However, overall responsibility, as far as the contract is concerned, will be that of the Engineer-in-Charge/Designated Officer in Charge.
- viii) The "Contract" shall mean the notice inviting tender, the tender as accepted by the Society, the work order issued to the contractor, and the formal contract agreement executed between the Society and the contractor together with the documents referred to therein including general terms and conditions, special conditions, if any, scope of work, frozen terms & conditions/technical parameters/scope of work and revised offer,

## CONDITIONS OF CONTRACT

if any, specifications, drawings, including those to be submitted during progress of work, schedule of quantities with rates and amounts.

- ix) A "Day" shall mean a day of 24 hours from midnight to midnight.
- x) The "Work" shall mean the works required to be executed in accordance with the contract/work order or parts thereof as the case may be and shall include all extra or additional, altered or substituted works or any work of emergent nature, which in the opinion of the Engineer-in-charge, become necessary during the progress of the works to obviate any risk or accident or failure or become necessary for security.
- xi) "Schedule of Rates" referred to in this conditions shall mean the standard schedule of rates prescribed by the Society and the amendments issued from time to time.
- xii) "Contract amount" shall mean:
  - a) in the case of turnkey / lump sum contracts the total sum for which tender is accepted by the Society.
  - b) in the case of other types of contracts the total sum arrived at based on the individual rate(s) / percentage rate(s) quoted by the tenderer for the various items shown in the Schedule of Quantities" of the tender document as accepted by the Society with or without any alteration as the case may be.
- xiii) "Written notice" shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in person to the individual or to a member of the contractors firm or to an office of the Society for whom it is intended, or if delivered at or sent by registered mail / e-mail to the last business address known to him who gives the notice.
- xiv) "The constructional plant" means all appliances, tools, plants or machinery of whatsoever nature required in or about the execution, completion or maintenance of the works but does not include materials or other things intended to form part of the permanent work.
- xv) "Letter of Acceptance of Tender" means letter giving intimation to the tenderer that his tender has been accepted in accordance with the provisions contained in that letter.
- xvi) "Department" means the E&M Department of represented by the appropriate authority.
- xvii) "Act of insolvency" means as it is designed by Presidency Town Insolvency Act or Provincial Insolvency Act or any act amending such originals.
- xviii) The words indicating the singular only also include the plural and vice-versa where the context so requires.
- xix) "Drawings"/"Plans" shall mean all:
  - a. drawings furnished by the owner with the bid document , if any, as a basis for proposals,
  - b. working drawings furnished by the Owner after issue of letter of acceptance of the tender to start the work,
  - c. subsequent working drawings furnished by the owner in phases during progress of the work, and drawings, if any, submitted by the contractor as per provision of the contract and duly approved by the owner.

## CONDITIONS OF CONTRACT

- xx) "Codes" shall mean the following, including the latest amendments, and/or replacements, if any :
- a. Bureau of Indian Standards relevant to the works under the contract and their specifications.
  - b. Indian Electricity Act and Rules and Regulations made there under.
  - c. Indian Mines Act and Rules and Regulations made there under.
  - d. Any other Act, rule and regulations applicable for employment of labour, safety provisions, payment of provident fund and compensation, insurance etc.

### 2. Contract Documents and Miscellaneous Provisions :

The following documents shall constitute the contract documents :

- i) Articles of Agreement.
- ii) Letter of Acceptance of Bid/ Work Order indicating deviation, if any, from the conditions of contract incorporated in the tender document issued to the bidder.
- iii) Notice Inviting Tender and Instructions to Bidders.
- iv) Conditions of Contract including General Terms & Conditions of contract, Additional Terms & Conditions, Special Terms & Conditions, and Commercial Terms & Conditions etc. - as applicable.
- v) Frozen terms & conditions / technical parameters and revised offer, if any.
- vi) Specifications/ scope of Work, if any.
- vii) Schedule of quantities (or Bill of Quantities) along with accepted rate.
- viii) Contract drawings and work programme.
- ix) Safety Code etc. forming part of the tender,
- x) Integrity Pact (If applicable).

2.1 The contractor shall enter into and execute contract agreement in the prescribed form. The cost of the stamp papers for the contract agreement shall be borne by the contractor. Two sets of contract document/agreements shall be prepared and signed by both the parties One of the sets shall be stamped "Original" and the other "Duplicate". The duplicate copy will be supplied to the contractor free of cost and the original is to be retained by the Society. For additional copy, cost to be charged.

All additional copies should be certified by the Engineer-in-Charge.

The contractor shall keep copy of these documents on the site/place of work in proper manner so that these are available for inspection at all reasonable times by the Engineer-in-charge, his representatives or any other officials authorized by the Society for the purpose.

2.2 The contract document shall not be used by the contractor for any purpose other than this contract and the contractor shall ensure that all persons employed for this contract strictly adhere to this and maintain secrecy, as required of such documents.

## CONDITIONS OF CONTRACT

2.3 The local Court, where the subject work is to be executed shall have exclusive jurisdiction in all matter arising under this contract.

2.4 The Contract Agreement will specify major items of supply or services for which the contractor proposes to engage sub-contractor/sub-vendor. The contractor may from time to time propose any addition or deletion from any such list and will submit proposals in this regard to the Engineer-in-Charge / Designated Officer in charge for approval well in advance so as not to impede the progress of work. Such approval of the Engineer-in-Charge / Designated Officer in Charge will not relieve the contractor from any of his obligations, duties and responsibilities under the contract.

2.5 Acceptance of Offer :

“Letter of Acceptance”- is an acceptance of offer by the Society. The tenderer should acknowledge the receipt of the order within 10 days of mailing of LOA and any delay in acknowledging the receipt will be treated as a breach of contract and compensation for the loss caused by such breach will be declared by the Society by forfeiting EMD.

3. Discrepancies in contract documents & Adjustments thereof:

The documents forming part of the contract are to be treated as mutually explanatory of one another and in case of discrepancy between schedule of quantity, the specifications and/or drawing, the following order of preference shall be observed;

- a) Description in Bill of Quantities of work.
- b) Particular specification and special conditions, if any
- c) Drawings.
- d) General specifications.
- e) BIS Specifications.

3.1 In the event of varying or conflicting provision in any of the document(s) forming part of the contract, the Accepting Authority's decision/clarification shall hold good with regard to the intention of the document or contract as the case may be.

3.2 Any error in description, quantity or rate in Bill of Quantities or any omission there from, shall not vitiate the contract or release the contractor from discharging his obligations under the contract including execution of work according to the Drawings and Specifications forming part of the particular contract document.

4.00 Security Deposit:

4.1 Security Deposit shall consist of two parts;

- a) Performance Security to be submitted at award of work; and
- b) Retention Money to be recovered from running bills.

The security deposit shall bear no interest.

4.2 Performance Security should be 5% of contract amount and should be submitted within 28 days of issuance of LOA by the successful bidder in any of the form given below :

- A Bank Guarantee in the form given in the bid document from any Scheduled bank. The BG issued by outstation bank shall be operative at its local branch at Ranchi.

## CONDITIONS OF CONTRACT

Bank Guarantee against Performance Security shall be applicable if the amount of Performance Security exceeds Rs. 5.0 lakhs.

- Govt. Securities, FDR or any other form of deposit stipulated by the owner and duly pledged in favour of owner or Demand Draft drawn in favour of CEO, LMC, Jharkhand State Sports Promotion Society on any Scheduled Bank payable at its branch at Ranchi

The Earnest Money/ Bid Security deposited in the form of Bank Guarantee shall be discharged when the Bidder has signed the Agreement and furnished the required Performance Security/ 1st part of security deposit.

The bid security deposited online may be adjusted against the Performance security (1st part of security deposit) at bidder's option.

If performance security is provided by the successful bidder in the form of bank guarantee it shall be issued either –

- (a) at Bidder's option by a Scheduled Bank , or
- (b) by a foreign bank located in India and acceptable to the employer.

The validity of the Bank Guarantee shall be for a period of one year or ninety days beyond the period of contract /extended contract period (if any), whichever is more.

Failure of the successful bidder to comply with the requirement as above shall constitute sufficient ground for cancellation of the award of work and forfeiture of the bid security/ earnest money.

In addition to the above penal measures, the bidder will not be allowed to participate in the re-tendering process. The bidder may also be debarred from participating in future tenders in the JSSPS for a minimum period of 12 Months.

4.3 5% Performance Security should be refunded within 14 days of the issue of defect liability certificate (Taking over certificate with a list of defects).

4.4 All running on account bills shall be paid at 95% (ninety five percent) of work value. The balance 5% shall be treated as retention money and will be second part of security deposit.

Retention Money may be refunded against equivalent Bank Guarantee, on written request of the contractor, on its accumulation to a minimum amount of Rs 5 lakhs subject to the condition that amount of any Bank Guarantee except last one, shall not be less than Rs. 5 lakhs.

However, Bank Guarantee against retention money shall be with suitable validity based on nature of work which shall be 90 days beyond the defect liability period, but in no case less than the period of one year.

Bank Guarantee is to be submitted in the format prescribed by the Society. Bank Guarantee shall be irrevocable and will be from Scheduled Banks as elaborated at Cl.4.2.

4.5 Retention Money should be refunded after issue of No Defect Certificate.

## CONDITIONS OF CONTRACT

4.6 The Society shall be at liberty to deduct/appropriate from the security deposit such sums as are due and payable by the contractor to the Society as may be determined in terms of the contract, and the amount appropriated from the security deposit shall have to be restored by further deduction from the contractors subsequent on account running bills, if any.

4.7 REFUND OF SECURITY DEPOSIT: The refund of security deposit shall be subject to Society's right to deduct/ appropriate its due against the contractor under this contract or under any other contract.

On completion of the entire work and issue of defect liability certificate (taking over certificate with a list of defects) by the Engineer-in-charge, one half of the security deposit remaining with the Society (Performance Security) shall be refunded as elaborated at Cl. No.4.3.

The other half (Retention Money) shall be refunded to the contractor after issue of No Defect Certificate by the Engineer-in-Charge on the expiry of Defect Liability Period of six months , subject to the following conditions:

- a) Any defect/defects in the work, if detected after issue of defect liability certificate (Taking over certificate with list of defects) is/are rectified to the satisfaction of the Engineer-in-Charge within the said defect liability period of six months or on its due extension till completion of the rectification works as required.
- b) In the case of building work or other work of similar nature, the refund shall be made on the expiry of the said six months period or at the end of one full monsoon period i.e. June to September, whichever is later in point of time and any defects such as leakages in roof, effloresces in walls, dampness, defects in drainage etc. should be rectified to the satisfaction of Engineer-in-Charge.

NB: In case of Maintenance contracts, that ends with successful completion of work, where question of Defect Liability Period does not arise (e.g. sweeping / cleaning, horticulture, tank cleaning, jungle cutting, grass cutting, surface dressing etc.), the performance security and retention money (second part of bid security) can be released simultaneously after completion of work and taking over by department.

4.8 Additional performance security: (applicable for item rate as well as percentage rate tenders):

Additional performance security shall be applicable if the bid price is below 85% of the justified price, finalized by the owner. The amount of such additional performance security shall be the difference between 85% of the owner's justified price and quoted price.

Justified price shall be finalized by the owner on the basis of prevalent market rate of materials and labour analyzed as per standard analysis of rate of CPWD/ NBO, and shall be binding on the bidder.

Additional performance security shall be furnished by bidder along with normal performance security. Failure to submit such additional performance security may result into termination of the contract.

This additional performance security will not carry any interest and shall be released in the following manner:

- i) 30% of Additional performance security will be released after 60% of the total work is completed.



## CONDITIONS OF CONTRACT

- ii) 50% of Additional performance security will be released after 80% of the total work is completed.
- iii) 100% of Additional performance security will be released after total work is completed.

Additional performance security may be furnished in the shape of BG or any of the forms as applicable for performance security.

4.9 Refund of Security Deposit regarding Specialized Item of Works (shall be applicable only when relevant item exists in the contract and shall be for 10% of value of such items in the contract or for 10% of value of contract with such specialized items only).

- a) For some specialized items of work such as anti-termite treatment, waterproofing work, kiln seasoned and chemically treated wooden shutters, or any other item of work deemed as such 'specialized' by Engineer-in-Charge that are entrusted to specialized firms or contractors who associate specialized agencies, the contractor / firm executing the work should be asked to give a specific guarantee that they shall be responsible for removal of any defects cropping up in these works executed by them during the guarantee period. The form of the guarantee to be executed by the contractors shall be as enclosed.
- b) 10% of the security (performance security and retention money) deposited / deducted from the bills of the contractors, relevant to the item(s), shall be refunded to him after expiry of Guarantee period. The security amount relevant to the item(s) of work, may be released after 12 months of completion of work against equivalent BG and furnishing Guarantee as at (a) above.

4.10 Refund of security deposit for contracts with supply installation and commissioning of equipment i.e with Mechanical & Electrical Works (shall be applicable only when relevant item exists in the contract)

For some specialized contracts like Pump house, Intake well etc. there may be Civil works as well as Mechanical and Electrical works. For such works 10% as security deposit (performance security and retention money)- deposited / deducted from the bills of the contractors shall be refunded to him after expiry of guarantee period, which will be one year from the date of commissioning of equipment/ completion of work and/or rectification of any defect which may be detected in the individual equipment for the whole system under the contract, whichever is later.

In addition, all types of manufacturers guarantee/warranty wherever applicable are to be issued/ revalidated in the name of the owner by the contractual agency and will be covered with relevant counter guarantee.

Bank guarantees furnished against Performance Security and Retention Money shall be validated for a period 90 days beyond the guarantee period.

5. Deviations/Variations in Quantities and Pricing.

The quantities given in the "Schedule of Quantities" are based on estimates and are meant to indicate the extent of the work and to provide a uniform basis for tendering and any variation either by addition or omission shall not vitiate the contract.

5.1 The Society through its Engineer-in-Charge or his representative shall, without radically changing the original scope and nature of the work, under contract, have power to make any alterations in or additions to or substitution of the original

## CONDITIONS OF CONTRACT

specifications, drawings, designs and instructions that may appear to be necessary or advisable during the progress of the work.

The contractor shall be bound to carry out the work(s) in accordance with the instructions given to him in writing by the Engineer-in-Charge or his representative on behalf of the Society. Such altered or additional or substituted work, which shall form part of the original contract, shall be carried out by the contractor on the same terms and conditions in all respects on which they agreed to do the main work and at the same rate/rates as are specified in the contract/ work-order.

5.2 The right is reserved to cancel any items of work included in the contract agreement or portion thereof in any stage of execution, if found necessary to the work and such omission shall not be a waiver of any condition of the contract nor invalidate any of the provisions thereof.

5.3 If the additional, altered or substituted work includes any class of work for which rate/rates is/are not specified in the contract/work order, rates for such items shall be determined by the Engineer-in-Charge as follows:

a) In the case of percentage tenders, if the rate for the extra item of work executed is available in the Society's approved SOR, it will be paid at the schedule rate plus or minus the accepted percentage as per contract.

However, if the extra item is not available in Society's approved SOR, then the rate for such extra item(s) shall be dealt as at (c) below.

b) In case of item rate tenders, the rate for extra item shall be derived from the rate for similar item or near similar item / class of work available in the agreement schedule of work or by analysis of rates as at below and the lower rate out of the above two shall be considered.

In case of composite item rate tenders, where two or more schedule of quantities for similar item description may form part of the contract, the applicable rates shall be taken from the Schedule of Quantities of that particular part in which the deviation is involved, failing that at the lowest applicable rate for the similar item of work in the other schedule of quantities.

For derivation of rates based on analysis, the same shall be done by analysis on prevalent market rate of materials and labour based on standard norms of analysis of rate of C.P.W.D/ N.B.O.

c) In the case of extra item(s) that are completely new, and are in addition to the items contained in the contract, the contractor may within 15 days of receipt of order or occurrence of the item(s) claim rates, supported by proper analysis. The Engineer-in-Charge shall determine the rate(s) by analysis based on prevalent market rate of material and labour and on standard norms of analysis of rate of CPWD / NBO.

d) In case of combined tender with partly item rate for non-schedule items & partly percentage tenders for SOR items, the rate for extra item shall be derived as at (b) & (c) above in case of non-schedule items rates and in case of percentage rates for SOR items the rate for extra item shall be derived as at (a) above.

In case of any difference between the contractor and the Engineer-In Charge as to the fixation of rates, the matter shall be referred to the accepting authority of the Society, whose decision shall be final and binding on the contractor.



## CONDITIONS OF CONTRACT

5.4 Alteration in the quantities shall not be considered as a change in the condition of the contract nor invalidate any of the provision thereof provided that a deviation estimate / revised estimate / supplementary agreement for the item(s) involved is made. Such approval shall be from appropriate authority.

5.5 Payment for such deviated items [additional/ altered / substituted items of work of the agreement schedule] shall be made in the contractors running on account bills, till the revised estimate / deviation estimate regularizing these items are sanctioned by the competent authority of the Society, at the provisional rates and shall not exceed :

- a) 75% of the rate recommended by the Engineer-in-Charge to the accepting authority of the Society, if the rate is directly available in the SOR of the Society/ if the rate is derived from available rate of BOQ.
- b) 50% of the rate recommended by the Engineer-in-Charge to the accepting authority of the Society, if it is analyzed item rates based on prevalent market rates of materials and labour following CPWD / NBO norms.

Total payment for such extra items of work shall not exceed 10% of work order / agreement value / approved deviation estimate value. Also total payment including extra items of work shall not exceed the work order / agreement / approved deviation estimate value.

### 5.6 PROVISIONS FOR DEALING WITH VARIATIONS IN RESPECT OF ABNORMALLY HIGH RATE AND ABNORMALLY LOW RATE ITEMS.

The abnormally high rate items are those whose quoted rates are more than 20% of the justified rates decided by the owner.

The abnormally low rate items are those whose quoted rates are less than 20% of the justified rates decided by the owner.

In case of Item Rate Tenders, the revision of rates for (i) abnormally high rate items and (ii) abnormally low rate items, shall become operative under the following circumstances:-

For increase in quantity of more than 25% in respect of works executed below plinth level and 10% in respect of works executed above plinth level.

Quantity variation beyond the limit mentioned above shall be dealt by arriving at new rate based on prevalent market rate of materials and labour analyzed as per standard analysis of rate of CPWD/NBO. Payment of extra quantity over the permitted quantity as explained above would be made on the basis of the new analyzed rate.

The variation in quantity of abnormally low rate items for item rate tenders shall not be permitted below 25% for the items below plinth level and below 10% for the items above plinth level of the agreement schedule quantity, but in exceptional cases with written consent of Engineer-in-Charge arising out of technical necessity.

The above provisions shall be applicable for item rate tenders only and not applicable for percentage rate tenders for works based on standard schedule of rates of the Society.

## CONDITIONS OF CONTRACT

~~For the purpose of operation, the following works shall be treated as works related to foundation, unless otherwise defined in the contract.~~

- ~~a) For Buildings: All works up to 1.2 meters above ground level or upto floor 1 level whichever is lower.~~
- ~~b) For abutments, piers and well steining : All works upto 1.2m above the bed level.~~
- ~~c) For retaining walls, wing walls, compound walls, chimneys, overhead reservoirs / tanks and other elevated structures: all works up to 1.2 meters above the ground level.~~
- ~~d) For reservoirs / tanks (other than overhead reservoirs / tanks): All works up to 1.2 metres above the ground level.~~
- ~~e) For basement : all works upto 1.2m above ground level or up to floor 1 level whichever is lower.~~

~~For Roads, all items of excavation and filling including treatment of sub base.~~

5.7 The time of completion of the originally contracted work shall be extended by the Society in the event of any deviation resulting in additional cost over the awarded value, if requested by the contractor as follows:-

- (i) In the proportion which the additional cost of the altered, additional or substituted work (in value) bears to the original tendered value plus.
- (ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge.

5.8 The Society through its Engineer-in-Charge or his representative, on behalf of the Society, shall have power to omit any part of the work in case of non-availability of a portion of the site or for any other reason and the contractor shall be bound to carry out the rest of the work in accordance with the instructions given by the Engineer-in-Charge. No claim from the Contractor shall be entertained/ accepted on these grounds.

5.9 In the event of any deviation being ordered which in the opinion of the contractor changes radically the original scope/nature of the contract, the contractor shall under no circumstances suspend the work, either original or altered or substituted, and the dispute/disagreement as to the nature of deviation and the rate/rates to be paid for such deviations shall be resolved separately with the Society as per the procedures/ norms laid down hereafter.

## 6. Time for Completion of Contract, Extension thereof, Defaults and Compensation for Delay

Time is the essence of the contract and as such all works shall be completed within the time stipulated in the contract/ work order. The work shall, throughout the stipulated period of contract, be carried out with all due diligence on the part of the contractor.

Immediately after the contract is concluded i.e. LOA / Work Order is issued, the Engineer-in-Charge and the contractor shall agree upon a detailed time and progress chart prepared based on BAR CHART/ PERT CPM techniques on the basis of a construction schedule submitted by the contractor at the time of executing contract showing the order in which the work is proposed to be carried out within the time specified in the LOA /work order.

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For the purpose of this detailed time and progress chart, the work shall be deemed to have commenced on the expiry of 10\* (ten) days from the issue of Letter of Acceptance of Tender or 7(seven) days after handing over the site of work or handing over reasonable number of working drawings to the contractor or the period of mobilization allowed in the work order for starting the work in special circumstances, whichever is later.

\* For Specialized Works/ High Value Works (above Rs. 5 crores), the period shall be 30 days.

6.1 If the contractor, without reasonable cause or valid reasons, commits default in commencing the work within the aforesaid time limit, the Society shall, without prejudice to any other right or remedy, be at liberty, by giving 15 days' notice in writing to the contractor to commence the work, failing which to forfeit the Earnest Money deposited by him and to rescind the Letter of Acceptance of Tender/Work Order and also to debar the contractor to take part in the future re-tender.

The Society may debar such defaulting Contractors from participating in future Tenders for a minimum period of 12(twelve) months.

6.2 If the contractor fails to complete the work and clear the site on or before the date of completion or extended date of completion, he shall without prejudice to any other right or remedy available under the law to the Society on account of such breach, pay as compensation (Liquidated Damages):

i) @ half percent ( $\frac{1}{2}$  %) of the contract amount/Revised Contract amount whichever is less, per week of delay.

OR

ii)  $\frac{1}{2}$  % of the contract-value of group of items/ revised completion value of group of items whichever is less, per week of delay, for which a separate period of completion is originally given.

The aggregate of such compensation/ compensations shall not exceed:

i) 10% (ten) percent of the total amount of the contract/ Revised contract amount, whichever is less.

OR

ii) 10% of the contract-value of group of items/ revised completion value of group of items whichever is less, for which a separate period of completion is originally given.

The amount of compensation may be adjusted or set off against any sum payable to the contractor under this or any other contract with the Society.

6.2.1 The Society, if satisfied, that the works can be completed by the contractor within a reasonable time after the specified time of completion, may allow further extension of time at its discretion with or without the levy of L.D. In the event of extension granted being with L.D, the Society will be entitled without prejudice to any other right or remedy available in that behalf, to recover from the contractor as agreed damages equivalent to half percent of the contract value of the works for each week or part of the week subject to a ceiling as described at Cl.6.2.

6.2.2 The Society, if not satisfied that the works can be completed by the contractor, and

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in the event of failure on the part of the contractor to complete work within further extension of time allowed as aforesaid, shall be entitled, without prejudice to any other right, or remedy available in that behalf, to rescind the contract.

6.2.3 The Society, if not satisfied with the progress of the contract and in the event of failure of the contractor to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.

6.2.4 In the event of such termination of the contract as described in clauses 6.2.2 or 6.2.3 or both, the Society, shall be entitled to impose penalty/LD as deliberated at Clause 10. Additionally the contractor shall be debarred from participating in the future tenders for a minimum period of 12 months.

6.3 The Society may at its sole discretion, waive the payment of compensation on request received from the contractor indicating valid and acceptable reasons if the entire work is completed within the date as specified in the contract/work order or as validly extended date without stipulating any compensation for delay.

6.4 Extension of date of completion: On occurrences of any events causing delay as stated here-under, the contractor shall intimate immediately in writing to the Engineer-in-Charge.

a) Force Majeure:

i) Natural phenomena like unprecedented flood and draught, earthquakes & epidemics.

ii) Political upheaval, civil commotion, strikes, lockouts, acts of any Govt. (domestic/foreign) including but not limited to war, proprieties, and quarantine embargoes.

The successful bidder/ contractor will advise in the event of his having to resort to this clause by a registered letter duly certified by the local chamber of commerce or statutory authorities, the beginning and end of the cause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition.

In the event of delay due to Force Majeure for more than one month the contract may be terminated at the discretion of the Society. Termination under such circumstances will be without any liability on either side.

For delays arising out of Force Majeure, the bidder / contractor will not claim extension in completion date for a period exceeding the period of delay attributable to the clauses of Force Majeure and neither Society nor bidder / contractor shall be liable to pay extra cost (like increase in rates, remobilization advance, idle charges for labour and materials etc.) provided it is mutually established that Force majeure conditions did actually exist.

b) Serious loss or damage by fire and abnormally bad weather.

c) Non-availability of stores which are the responsibility of the Society to supply as per contract.

d) Non-availability of working drawings in time, which are to be made available by the Society as per contract during progress of the work.

e) Delay on the part of the contractors or tradesmen engaged by the Society not

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forming part of the contract, holding up further progress of the work.

- f) Non-availability or breakdown of tools and plant to be made available or made available by the Society.
- g) The execution of any modified or additional items of work or excess quantity of work.
- h) Any other causes which, at the sole discretion of the Society, is beyond the control of the contractor.

6.4.1 A HINDRANCE REGISTER shall be maintained by both department and the contractor at site to record the various hindrances, as stated above, encountered during the course of execution.

Hindrance register will be signed by both the parties. The contractor may also record his observations in the Hindrance Register. In case the contractor has a different opinion for hindrance and a dispute arises then the matter would be referred to the EIC and or the next higher authority whose decision would be final & binding on the contractor & the decision to be communicated within 15 days.

6.4.2 The contractor shall request the Society in writing for extension of time within 15 days of happening of such event causing delay stating also, the period for which extension is required. The Society may, considering the genuineness of the request, give a reasonable extension of time for completion of the work. Such extension shall be communicated to the contractor in writing by the Society through the Engineer-in-Charge within 1(one) month of the date of receipt of such request.

6.4.3 The opinion of the Engineer-in-charge, whether the grounds shown for the extension of time are or are not reasonable, is final. If the Engineer-in-charge is of the opinion that the grounds shown by the contractor are not reasonable and declines to the grant of extension to time, the contractor cannot challenge the soundness of the opinion.

The opinion of the Engineer-in-charge that the period of extension granted by him is proper or necessary is not, however, final. If the contractor feels that the period of extension granted is inadequate he can appeal to the CEO, LMC, JSSPS for consideration on the question whether the period of extension is or is not proper or necessary.

6.4.4 Provisional extension of time may also be granted by the Engineer-in-Charge during the course of execution, on written request for extension of time within 15(fifteen) days of happening of such events as stated above, reserving the Society's right to impose/waive penalty at the time of granting final extension of time as per contract agreement.

6.4.5 When the period fixed for the completion of the contract is about to expire, the question of extension of the contract may be considered at the instance of the Contractor or the Department or of both. The extension will have to be by party's agreement, express or implied.

In case the contractor does not apply for grant of extension of time within 15(fifteen) days of the hindrance occurring in execution of the work and the department wants to continue with the work beyond the stipulated date of completion for reason of the work having been unavoidably hindered, the Engineer-in-charge can grant extension of time even in the absence of application from the contractor.

Such extension of time granted by the Engineer-in-Charge is valid provided the

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contractor accepts the same either expressly or implied by his actions before and subsequent to the date of completion. Such extension of time shall be without prejudice to Society's right to levy compensation under the relevant clause of the contract.

The contractor shall however use his best efforts to prevent or make good the delay by putting his endeavors constantly as may be reasonably required of him to the satisfaction of the Engineer-in-Charge.

### 7. Material Supply & other facilities :

The contractor shall at his own expense, provide all materials required for the work, unless otherwise specified, and the rates quoted by the contractor shall be for finished work inclusive of all materials required for completion of the work as specified in the contract.

\* The Society may, of its own or at the request of the contractor, supply such materials as may be specified, if available, at rate/rates to be fixed by the Engineer-in-charge.

#### 7.1 For the materials which the Society has agreed to supply for the contract, the contractor shall give in writing of his requirements in accordance with the agreed phased programme to the Engineer-in-charge sufficiently in advance.

The value of materials so supplied shall be set off or deducted from the payment to be made for the items of work in which such materials have been consumed, or from any sum then due or to become due to the contractor thereafter.

The contractor shall keep accurate record of materials issued by the Society, maintain proper account for the materials received and consumed in the work and shall be open to check by the Engineer-in-Charge or his authorized representative. The contractor shall ensure that such materials are consumed for the contract works only and the Register for the aforesaid account shall be signed both by the representatives of Engineer In Charge and the contractor.

#### 7.7 All materials, tools and plants brought to site by the contractor including the materials supplied by the Society shall be deemed to be held in lien by the Society and the contractor shall not have the right to remove the same from the site, without the written permission of the Engineer-in-Charge. The Society shall not however be liable for any loss, theft or damage due to fire or other cause during this period of lien, the responsibility for which shall lie entirely on the contractor.

#### 7.8 The contractor shall bear the cost of loading, transportation to site, unloading, storing under cover as required etc. as may be necessary for the use and keeping the materials in good condition.

#### 7.9 Any surplus materials issued by the Society, remaining after completion or termination of the contract, shall be returned by the contractor at his cost to the place of issue and the Engineer-in-Charge shall accept the same at the rate not exceeding the rate at which these were originally issued taking into consideration the deterioration or damage, if any, that may have been caused during the custody of the contractor. In the event, the contractor fails to return the surplus materials out of those supplied by the Society, the Engineer-in-Charge may, in addition to any other liability which the contractor would incur in this regard, by giving notice in writing require the contractor to pay the amount at double the issue rate for such unreturned surplus materials or 115% of the prevailing market rate including Sales Tax & General Tax during the period of



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work, whichever is more.

- 7.10 On completion or on termination of the contract and on complete recovery of secured advance paid by the Society, if any, in respect of materials brought to site, the contractor with due permission of the Engineer-in-Charge shall be entitled to remove at his expenses all surplus materials originally supplied by him and upon such removal, the same shall become the property of the contractor.
- 7.11 All charges on account of octroi, terminal or sales tax and other duties on materials obtained for the works from any source (excluding materials supplied by the Society) shall be borne by the contractor.
- 7.12 The contractor shall arrange necessary electricity at his own cost for the work and his own establishment. However, if available and feasible the Society may arrange electricity at one point near the work site and necessary recovery of cost of energy consumed will be made at rates prescribed by the Society from time to time. Energy meter for this purpose shall be provided by the contractor.
- 7.13 The contractor shall arrange necessary water for the work and his own establishment and nothing extra will be paid for the same. Such water used by the contractor shall be fit for construction purposes. However, if available and feasible the Society may arrange water, at the written request of the contractor, to the extent possible, at one point near the work site for which recovery @ 1% of the contract value of work done will be made from the contractor's bills. The contractor shall make his own arrangement of water connection and laying of pipe lines from main source of supply. Department do not guarantee to maintain uninterrupted supply of water. No claim of damage or refund of water charges will be entertained on account of such break down.
- 7.14 Explosives, detonators and other inflammable materials shall not be used in the execution of the work at site by the contractor without prior written permission of the Engineer-in-Charge. Transportation and storage of such materials shall be done in specified manner in accordance with the law in force. The contractor shall also obtain license under such laws for, transportation, storage, use and all other operations, connected with the handling of the same.

### 8. Quality Assurance - Materials and Workmanship

The contractor shall carry out and complete the work in every respect in accordance with the contract and shall ensure that the work conforms strictly to the drawings, specifications, (as enclosed or in absence of enclosed specifications current CPWD/BIS specifications) instructions of the Engineer-in-Charge. The Engineer-in-Charge may issue, from time to time, further drawings, detailed instructions/ directions in writing to the contractor. All such drawings, instructions/directions shall be consistent with the contract documents and should be reasonably inferable there from, along with clarifications/ explanations thereof, if necessary. However, the contractor will be solely responsible for design and erection of all temporary structures required in connection with the work.

8.1 For Quality Assurances of all the Electrical Engineering Works the norms/ guidelines laid down by the Society herein and elsewhere will form part of the contract for the purpose of quality of works.

8.2 The contractor shall be responsible for correct and complete execution of the work in

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a workman like manner with the materials as per specification which shall be subject to the approval of the Society. All work under execution in pursuance of the contract shall be open to inspection and supervision by the Engineer-in-Charge or by his authorized representative or any other official of higher rank or any other person authorized by the Society in his behalf & the contractor shall allow the same.

8.3 All materials to be provided by the contractor shall be in conformity with the specifications/schedule of work as per the contract and the contractor shall furnish proof, if so required by the Engineer-in-Charge to his satisfaction that the materials do so comply.

8.4 The contractor shall immediately after the award of work draw up a schedule giving dates for submission of samples as required or necessary as per the specification for approval of Engineer-in-Charge who shall approve, if found acceptable, promptly so that there is no delay in the progress of the work of the contractor or of the work of any of the sub-contractor.

On receipt of samples as per schedule, the Engineer-in-Charge shall arrange to examine/test with reasonable promptness ensuring conformity of the samples with the required specification and complying with the requirements as per contract documents keeping in view that the work shall be in accordance with the samples approved by him. The contractor shall be bound to furnish fresh sample, if disapproved by the Engineer-in-Charge, for his approval. The contractor shall not start bringing materials at the site unless the respective samples are approved. Materials conforming to approved samples shall only be brought to site. However, Engineer-in-Charge's approval for any sample, design / drawings (permanent / temporary structures) shall not alter contractor's full responsibility whatsoever for the performance and safety of the executed job.

Samples are to be supplied by the contractor at his own cost. The cost involved in tests shall be borne by the contractor. If any test is ordered by the Engineer-in-Charge which is to be carried out by any independent person or agency at any place other than the site even then the cost of materials and testing charge etc. shall be borne by the contractor. If the test shows that the materials are not in accordance with the specifications, the said materials shall not be used in the work and removed from the site at contractors cost.

8.5 The Society, through the Engineer-in-Charge, shall have full powers to reject any materials or work due to a defect therein for not conforming to the required specification, or for materials not being of the required quality and standard or for reasons of poor workmanship or for not being in accordance with the sample approved by him. The contractor shall forthwith remedy the defect/replace the materials at his expense and no further work shall be done pending such rectification/replacement of materials, if so instructed by the Engineer-in-Charge.

In case of default on the part of the contractor, the Engineer-in-Charge shall be at liberty to procure the proper materials for replacement and/or to carry out the rectifications in any manner considered advisable under the circumstances and the entire cost & delay for such procurement/rectification shall be borne by the contractor.

8.6 The Engineer-in-Charge shall be entitled to have tests carried out for any materials, according to the standard practice followed for such tests, other than those for which satisfactory proof has already been furnished by the contractor who shall provide at his



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expense all facilities which the Engineer-in-Charge may require for the purpose. All such expenses born by the contractor are not to be paid separately by the employer and shall be assumed covered in accepted prices.

The cost of any other tests, if so required by the Engineer-in-Charge, shall be borne by the Society. However if the test shows the workmanship or materials not to be in accordance with the provision of the contract or the instruction of Engineer-in-Charge the cost shall be borne by the contractor. .

8.7 Access to the works: The Engineer-in-charge and any person authorized by the Society shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles are being obtained for the works and the contractor shall afford every facility for and every assistance in or in obtaining the right to such access.

8.8 Inspection of works :

- i) No work shall be covered up or put out of view without the approval of the Engineer-in-charge or the Engineer-in-charge's representative or any other officer nominated by the Society for the purpose and the contractor shall afford full opportunity for the EIC or EIC`s representative or any other officer nominated by the Society for the purpose to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon. the contractor shall give due notice to the Engineer-in-charge's representative whenever any such work or foundations is ready or about to be ready for examination and the Engineer-in-charge's representative shall, without unreasonable delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such work or foundations.
- ii) The contractor shall uncover any part or parts of the works or making openings in or through the same as the Engineer-in-Charge may from time to time direct and shall reinstate and make good such part or parts to the satisfaction of Engineer-in-charge.

If any such part or parts have been covered up or put out of view after compliance with the requirement of sub-clause above and are found to be executed in accordance with the contract, the expenses of uncovering, making openings in or through and making good the same shall be borne by the Employer, but in any other cases all costs shall be borne by the contractor.

8.9 Removal of Improper Work and Materials:

- i) The Engineer-in-charge shall during the progress of the works have power to order in writing from time to time:
  - a) The removal from the site, of any materials which in the opinion of Engineer-in-charge, are not in accordance with the contract/ work order/ approved sample.
  - b) The substitution with proper and suitable materials.
  - c) The removal and proper re-execution, notwithstanding any previous test thereof or interim payment there from, of any work which in respect of materials or workmanship is not in accordance with the contract.
- ii) In case of default on the part of the contractor in carrying out such order, the

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Engineer-in-charge shall be entitled to employ and pay other agency to carry out the same and all expenses consequent thereon shall be recoverable from the contractor or may be deducted from any amount due or which may become due to the contractor.

- 8.10 Devaluation of Work : In lieu of rejecting work done or materials supplied not in conformity with the contract/work order/approved samples, the Engineer-in-charge or any other officer nominated by the Society for the purpose may allow such work or materials to remain, provided the Engineer-in-Charge/ the officer nominated by the Society is satisfied with the quality of any materials, or the strength and structural safety of the work, and in that case shall make such deduction for the difference in value, as in his opinion may be reasonable.
- 8.11 Final Inspection of Work: The Engineer-in-charge and any other officer nominated by the Society for the purpose shall make final inspection of all work included in the contract/work order, or any portion thereof, or any completed structure forming part of the work of the contract, as soon as practicable after notification by the contractor that the work is completed and ready for acceptance. If the work is not acceptable to the Engineer-in-charge at the time of such inspection, he shall inform the contractor in writing as to the particular defects to be remedied before final acceptance can be made.
- 8.12 Defects appearing after acceptance: Any defects which may appear within the defect liability period and arising, in the opinion of the Engineer-in-charge, from lack of conformance with the drawings and specifications, shall, if so required by the Engineer-in-charge in writing, be remedied by the contractor at his own cost within the time stipulated by the Engineer-in-charge. If the contractor fails to comply, the Engineer-in-charge may employ other persons to remedy the defects and recover the cost thereof from the dues of the contractor.
- 8.13 Site Order Book : A Site Order Book is a Register duly certified by the Engineer-in-charge regarding number of pages it contains, each page being numbered, name of work, name of contractor, reference of contract/ work order and the aforesaid certificate should be recorded on its first page.

Site Order Books shall be maintained on the sites of works and should never be removed there from under any circumstances. It shall be the property of the Society. The Engineer-in-Charge or his authorized representative shall duly record his observations regarding any work which needs action on the part of the contractor like, improvement in the quality of work, failure to adhere to the scheduled programme etc. as per contract/work order. The contractor shall promptly sign the site order book and note the orders given therein by the EIC or his representative and comply with them. The compliance shall be reported by the contractor in writing to EIC in time so that it can be checked.

The Site Order Book will be consulted by the Engineer-in-Charge at the time of making both running on account and final bills of the contractor. A certificate to this effect should be given in the Measurement books by the Engineer-in-Charge or his representative.

- 8.14 Samples and Testing of Materials: All the materials to be procured by the contractor and to be used in work shall be approved by the Engineer-in-Charge in advance, and shall pass the tests and analysis required by him, which will be as specified in the

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specifications of the items concerned and or as specified by BIS or the IRC / MORTH standard specifications acceptable to the Engineer-in-Charge. The method of sampling and testing shall be as per the relevant BIS, IRC/ MORTH and other relevant standards and practices. Minor minerals like sand, stone chips etc. shall be conforming to relevant BIS standards. All bought out items including Cement and Steel shall be procured from such manufacturers who hold valid license conforming to relevant BIS standards for manufacturing of such items.

- 8.15 Storage of Materials: Materials shall be so stored as to ensure the preservation of the quality and fitness for the work. When considered necessary by the Engineer-in-charge, they shall be placed on wooden platforms or other hard, clean surfaces and not directly on the ground.

Materials shall be placed under cover when so directed and the contractor shall erect and maintain at his own cost temporary weather-proof sheds at the work site for the purpose. Stored materials shall be so located as to facilitate prompt inspection. All stored materials shall be inspected at the time of use in the work, even though they may have been inspected and approved before being placed in storage or during storage.

- 8.16 Defective Materials: All materials not conforming to the requirements of the specifications shall be considered as defective, and all such materials, whether in place or not shall be rejected. They shall be removed immediately by the contractor at his expenses and replaced with acceptable material.

No rejected material, the defects of which have been subsequently corrected, shall be used on the work until approval in writing has been given by the Engineer-in-Charge. Upon failure on the part of the contractor to comply with any instruction of the Engineer-in-charge made under the provisions of this article within the time stipulated by the Engineer-in-charge, the Engineer-in-charge shall have authority to remove and replace defective material and recover the cost of removal and replacement from the contractor.

Further all such defective material lying at site not removed and replaced within 30 days after issue of notice by the Engineer-in-charge, if the Engineer-in-charge so decides shall dispose off such material in any manner without any further written notice to the contractor.

## 9. Measurement and Payments

Except where any general or detailed description of the work in the Bill of Quantities or specifications of the contract/ work order provides otherwise, measurement of work done shall be taken in accordance with the relevant standard method of measurement published by the Bureau of Indian Standards (BIS) and if not covered by the above, other relevant Standards/practices shall be followed as per instructions of the Engineer-in-Charge.

- 9.1 All items of work carried out by the contractor in accordance with the provision of the contract having a financial value shall be entered in the Measurement Book as prescribed by the Society so that a complete record of the measurements is available for all the works executed under the contract and the value of the work executed can be ascertained and determined there from. Measurements of completed work / portion

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of completed work shall be recorded only in the Measurement Books.

9.2 Measurement shall be taken jointly by the Engineer-in-Charge or his authorized representative and by the contractor or his authorized representative.

9.3 Before taking measurements of any work, the Engineer-in-Charge or the person deputed by him for the purpose shall intimate the contractor to attend or to send his representative to attend the measurement. Every measurement thus taken shall be signed and dated by both the parties on the site on completion of the measurement. If the contractor objects to any measurements, a note to that effect shall be made in the Measurement Book / Log Book and signed and dated by both the parties.

9.4 The measurement of the portion of work/items of work objected to, shall be re-measured by the Engineer-in-Charge himself or the authority nominated by the Society for the purpose in the presence of the contractor or his authorized representative and recorded in the M.B. which shall be signed and dated by both the parties. Measurements so recorded shall be final and binding upon the contractor and no claim whatsoever shall thereafter be entertained.

In case the contractor or his authorized representative does not attend to the joint measurements at the prefixed date and time after due notice, the measurements taken by the Engineer-in-Charge or his representative shall be final and binding on the contractor.

Measurement of the extra items of work or excess quantities of work duly authorized in writing by the Engineer-in-Charge shall also be taken and recorded in the M.B. based on the existing items in the SOR of the Society and if such items do not exist in the Society's SOR, the description of the work shall be as per actual execution. Payment for such extra items will be based on the rates to be derived as described in the relevant clauses of the contract/ work-order.

9.5 No work shall be covered up or put out of view without the approval by the Engineer-in-Charge and recording of measurements and check measurement thereof duly accepted by the contractor. The contractor shall provide full opportunity to the Engineer-in-Charge or his representative to examine and measure all works to be covered up and to examine the foundations before covering up.

The contractor shall also give notice to Engineer-in-Charge whenever such works or foundations are ready for examination and the Engineer-in-Charge shall without unreasonable delay arrange to inspect and to record the measurements, if the work is acceptable and advise the contractor regarding covering of such works or foundations.

9.6 In case of items which are claimed by the contractor but are not admissible according to the department, measurements of such items, will be taken for record purposes only and without prejudice so that in case it is subsequently decided by the department to admit the contractor's claims, there should be no difficulty in determining the quantities of such work. A suitable remark should, however, be made against such measurements to guard against payment in the ordinary way.

9.7 Payments: The running on account payments may be made once in a month or at intervals stipulated in the work order/ contract agreement.

9.7.01 Running on account bill/bills for the work executed/ materials supplied in

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accordance with the work order/ contract shall be prepared on the basis of detailed measurements recorded as described hereinbefore and processed for payments.

9.7.02 Payment of on account bill shall be made on the Engineer-in-Charge's certifying the sum to which the contractor is considered entitled by way of interim payment for the following :

- a) The work executed as covered by the bill/bills after deducting the amount already paid, the security deposit and such other amounts as may be deductible or recoverable in terms of the work order/ contract.
- b) (i) Payment for excess quantity of work done with the written instructions of the Engineer-in-Charge for items already appearing in the bill of quantities of work with approved rates, will be made along with the on account bills only upto 10% of the quantity provided in the agreement subject to overall value of work not exceeding the agreement value.  
  
(ii) The CEO of the Society may authorize interim payment for excess work done upto 20 % of the quantity of work provided in the Bill of Quantity of the work subject to overall value of work done does not exceed the contract value. This however, shall not be applicable for High Value Items.
- c) Extra items of work executed will be paid on specific written authorization of CEO provided that the value of such extra items of work when added together is not more than 10% of the contract value and the total gross payment including excess quantity does not exceed the contract value.

Balance amount on account of excess quantity and extra items of work executed shall be paid after the deviation estimate / revised estimate regularizing the extra items and excess quantities of work is sanctioned by the competent authority of the Society with the concurrence of the Finance Department of the Society.

- d) On the Engineer-in-Charge's certificate of completion in respect of the work covered by the contract / final measurements of the work certified by the Engineer In Charge or his representative.

9.7.03 The measurements shall be entered in the M.B for the work done upto the date of completion and evaluated based on the approved rates for the items in the contract agreement/sanctioned revised estimate. In case of extra items of work, the rates shall be derived as stated in the relevant clause of the contract.

The payments shall be released against the final bill subject to all deductions which may be made on account of materials supplied, water supply for construction, supply of electricity and any other dues payable by the contractor to JSSPS, and further subject to the contractor having given to the Engineer-in-Charge a no claim certificate.

The contractor shall indemnify the Society against proof of depositing royalty on account of minor minerals used in the work before the final bill is processed for payments. The final payment to be made will also be subject to Clause-4.6 & 4.7 of the General Terms & Conditions of the contract.

9.7.04 Any certificate given by the Engineer-in-Charge for the purpose of payment of

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interim bill/bills shall not of itself be conclusive evidence that any work/materials to which it relate is/are in accordance with the contract and may be modified or corrected by the Engineer-in-Charge by any subsequent certificate or by the final certificate.

9.7.05 The Society reserve the right to recover/enforce recovery of any overpayments detected after the payment as a result of post payment audit or technical examination or by any other means, notwithstanding the fact that the amount of disputed claims, if any, of the contractor exceeds the amount of such overpayment and irrespective of the facts whether such disputed claims of the contractor are the subject matter of arbitration or not.

The amount of such overpayments shall be recovered from subsequent bills under the contract, failing that from contractor's claim under any other contract with the Society or from the contractor's security deposit or the contractor shall pay the amount of over payment on demand. In case of contractor's non-payment on such demand, the same should be realized from the contractor's dues, if any, with JSSPS/ Coal India Limited or any of its subsidiaries.

9.7.06 The contractors are required to execute all works satisfactorily and according to the specifications laid down in the contract/ work order. If certain items of work, executed by the contractor, are below specifications, the contractor should re-do them according to the specifications and instructions of EIC and if the contractor fails to rectify the defect within the time and in the manner specified by the EIC, the work shall be got re-done or rectified by the department at the risk and cost of the contractor. Engineer-in-Charge may accept such work of below specifications provided the department is satisfied with the quality of such works and the strength/ structural safety of such works. In that case Engineer-in-Charge shall make such deductions for the difference in value, as in his opinion is reasonable and is approved by the accepting authority of the Society in this case or any other officer nominated by CEO for the purpose.

9.7.07 Payment Stage: The payment stage involved will be as under,

- i. Signature of Subordinate Engineer (E&M) in MB's both in pages recording measurements, abstract of bill & the duly filled in bill form.
- ii. Signature of Sr. Officer (E&M)/ Asstt. Manager (E&M) with appropriate check measurements in the MB's and the bill form.
- iii. Signature of Dy. Manager (E&M)/ Manager (E&M) with appropriate check measurements in MB's and the bill form.
- iv. Signature of Engineer-in-Charge as per definition as at clause 1(vii) of the General Terms and Conditions, as a token of acceptance for payment of the bill. The EIC may sign in the abstract of the bill in the MB & the bill form. In between stage iii) and iv) accountal checking may be made by the concerned Accounts Officer/ Accountant.

(In case of non-availability of officials as at (i) above, Society may authorize suitable executives for the works outlined at (i). Further for check measurement also Society may authorize Executives based on availability.)

Sales tax on works contract and Building & Other Construction Workers' Cess (as applicable in States) shall be payable by the contractor. If, however, the Society is asked to make deduction from the contractor's bills, the same shall be done and a certificate to this effect shall be issued to the contractor for dealing with the State Govt. and the Society does not take any responsibility to do anything further in this regard.



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9.9 No interest shall be payable on the amounts withheld, under the terms of the Contract Agreement/Work-order.

### 10 Termination, Cancellation, Suspension and Foreclosure of Contract

The Society shall, in addition to other remedial steps to be taken as provided in the conditions of contract be entitled to cancel the contract in full or in part, and whether the date of completion has or has not elapsed, by notice in writing if the contractor:-

a) makes default in proceeding with the works with due diligence and continues to do so even after a notice in writing from the Engineer-in-Charge, then on the expiry of the period as specified in the notice

Or

b) commits default/breach in complying with any of the terms and conditions of the contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of the Engineer-in-Charge, then on the expiry of the period as may be specified by the Engineer-in-Charge in a notice in writing.

Or

c) obtains a contract with the Society as a result of ring tendering or other non-bona-fide methods of competitive tendering

Or

d) shall offer or give or agree to give any person in the service of the Society or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for act/acts of favour in relation to the obtaining or execution of this or any other contract for his Society.

Or

e) fails to complete the work or items of work with individual dates of completion, on or before the date/dates of completion or as extended by the Society, then on the expiry of the period as may be specified by the Engineer-in-Charge in a notice in writing.

Or

f) transfers, sublets, assigns the entire work or any portion thereof without the prior approval in writing from the Engineer-in-Charge. The Engineer-in-Charge may by giving a written notice, cancel the whole contract or portion of it in default.

10.1 The contract shall also stand terminated under any of the following circumstances:

a) If the contractor being an individual in the case of proprietary concern or in the case of a partnership firm any of its partners is declared insolvent under the provisions of Insolvency Act for the time being in force, or makes any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors amounting to proceedings for liquidation or composition under any Insolvency Act.

b) In the case of the contractor being a Society, its affairs are under liquidation either by a resolution passed by the contractors' Society or by an order of court, not being a voluntary liquidation proceedings for the purpose of amalgamation or reorganization, or a receiver or manager is appointed by the court on the application by the debenture holders of the contractor's Society, if any.

c) If the contractor shall suffer an execution being levied on his/their goods, estates and allow it to be continued for a period of 21 (twenty-one) days.

d) On the death of the contractor being a proprietary concern or of any of the partners in the case of a partnership concern and the Society is not satisfied that the legal representative of the deceased proprietor or the other surviving partners of the

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partnership concern are capable of carrying out and completing the contract. The decision of the Society in this respect shall be final and binding which is to be intimated in writing to the legal representative or to the partnership concern.

- 10.2 On cancellation of the contract or on termination of the contract, the Engineer-in-charge shall have powers:
- a. To take possession of the site, any materials, constructional plant, equipment, stores etc. thereon and carry out balance work through any means or through any other agency.
  - b. To give the contractor or his representative of the work 7 (seven) days notice in writing for taking final measurement for the works executed till the date of cancellation or termination of the contract. The Engineer-in-Charge shall fix the time for taking such final measurement and intimate the contractor in writing. The final measurement shall be carried out at the said appointed time notwithstanding whether the contractor is present or not. Any claim as regards measurement which the contractor is to make shall be made in writing within 7 (seven) days of taking final measurement by Engineer-In-charge as aforesaid and if no such claim is received, the contractor shall be deemed to have waived all claims regarding above measurements and any claim made thereafter shall not be entertained.
  - c. After giving notice to the contractor to measure up the work of the contractor and to take such whole or the balance or part thereof, as shall be unexecuted out of his hands and to give it to another contractor or take up departmentally, to complete the work. The contractor whose contract is terminated shall not be allowed to participate in future bidding for period of minimum twelve months.

In such an event, the contractor shall be liable for loss/damage suffered by the employer because of action under this clause and to compensate for this loss or damage, the employer shall be entitled to recover higher of the following:

- i) Forfeiture of security deposit comprising of performance guarantee and retention money and additional performance security, if any, at the disposal of the employer.
- Or
- ii) 20% of value of incomplete work. The value of the incomplete work shall be calculated for the items and quantities remaining incomplete (as per provision of agreement) at the agreement rates including price variation as applicable on the date, when notice in writing for termination of work was issued to the contractor.

The amount to be recovered from the contractor as determined above, shall, without prejudice to any other right or remedy available to the employer as per law or as per agreement, will be recovered from any money due to the contractor on any account or under any other contract and in the event of any shortfall, the contractor shall be liable to pay the same within 30 days. In case of failure to pay the same the amount shall be debt payable.

In the event of above course being adopted by the Engineer-in-charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased materials, equipment or entered into agreement or made advances on any account or with a view to the execution of work or performance of the contract. And in case action is taken under any of provision aforesaid, the contractor shall not be entitled to recover or to be paid any sum for any work thereof or actually performed under this contract unless and until the



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engineer-in-charge has certified in writing the performance of such work and value payable in respect thereof and he shall only be entitled to be paid the value so certified.

The need for determination of the amount of recovery of any extra cost/expenditure or of any loss/damage suffered by the Society shall not however arise in the case of termination of the contract for death/demise of the contractor as stated in 10.1(d).

### 10.3 Suspension of Work:

Suspension of work – The Society shall have power to suspend the work. The contractor shall on receipt of the order in writing of Engineer-in -charge (whose decision shall be final and binding on the contractor), suspend the progress of work or any part thereof for such time in such manner as the Engineer-in-Charge may consider necessary so as not to cause any damage, or endanger the safety thereof for any of the following reasons:

- a) on account of any default on the part of the contractor, OR
- b) for proper execution of the works, or part thereof, for reasons other than the default of the contractor, OR
- c) for safety of the works, or part thereof.

The contractor shall, during such suspension properly protect and ensure the works to the extent necessary and carry out the instruction of the Engineer-in-charge. If the suspension is ordered for reasons (b) & (c), the contractor shall be entitled to an extension of time equal to the period of every such suspension plus 25%. This shall also be applicable for completion of the item or group of items of the work for which a separate period of completion as specified in the contract and of which the suspended work forms a part.

The contractor shall carry out the instructions given in this respect by the Engineer-In Charge & if such suspension exceeds 45 (forty five) days, the contractor will be compensated on mutually agreed terms.

### 10.4 Foreclosure of contract:

If at any time after acceptance of the tender the Society decides to abandon or reduce the scope of work for any reason whatsoever the Society, through its Engineer-in-Charge, shall give notice in writing to that effect to the contractor and contractor shall act accordingly in the matter. In the event of abandonment, the contractor shall have no claim to any payment of compensation or otherwise whatsoever, other than those mentioned below:-

- a) to pay reasonable amount assessed and certified by the Engineer-in-Charge of the expenditure incurred, if any, by the contractor on preliminary works at site e.g. temporary access roads, temporary construction for labour and staff quarters, office accommodation, storage of materials, water storage tanks and water supply for the work including supply to labour/staff quarters, office etc.
- b) to pay the contractor at the contract rates full amount for works executed and measured at site upto the date of such abandonment.
- c) to pay for the materials brought to site or to be delivered at site, which the contractor

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is legally liable to pay, for the purpose of consumption in works carried out or were to be carried out but for the foreclosure, including the cost of purchase and transportation and cost of delivery of such materials. The materials to be taken over by the Society should be in good condition and the Society may allow at its discretion the contractor to retain the materials in full or in part if so desired by him and to be transported by the contractor from site to his place at his own cost with due permission of the EIC.

a) to take back the materials issued by the Society but remaining unused, if any, in the work on the date of abandonment/reduction in the work, at the original issue price less allowance for any deterioration or damage caused while in custody of the contractor.

e) to pay for the transportation of tools and plants of the contractor from site to contractor's place or to any other destination, whichever is less.

10.4.01 The contractor shall, if required by the Engineer-in-Charge, furnish to him books of accounts, papers, relevant documents as may be necessary to enable the Engineer-in-Charge to assess the amounts payable in terms of clauses 10.4(a), (b), (c), (d) & (e) of the contract. The contractor shall not have any claim for compensation for abandonment of the work, other than those as specified above.

### 11. Carrying out Part Work at Risk & Cost of Contractor.

If the progress of the work or of any portion of the work is unsatisfactory, the Engineer-in-Charge, after giving the contractor 15 days' notice in writing, without cancelling or terminating the contract, shall be entitled to employ another Agency for executing the job or to carry out the work departmentally or contractually through tendering / limited tendering process, either wholly or partly, debiting the contractor with cost involved in engaging another Agency or with the cost of labour and the prices of materials, as the case may be. The certificate to be issued by the Engineer-in-Charge for the cost of the work so done shall be final and conclusive and the extra cost, if any, shall be borne by the contractor. However, when this clause is invoked, penalty will not be applicable other than on account of delayed completion.

The value of the work taken away shall be calculated for the items and quantities taken away at the agreement rates including price variation as applicable on the date, when notice in writing for taking away part work was issued to the contractor. The contractor, from whom part work is being taken out, shall not be allowed to participate in the tendering process if any.

If the expenses incurred by the department is less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.

In the event of above course being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.

### 12. Completion Certificate / Defect Liability Certificate

Except in cases where the contract provides for "Performance Test" before issue of Defect Liability certificate, in which case the issue of Defect Liability certificate shall be in accordance with the procedure specified therein, the contractor shall give notice of

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completion of work, as soon as the work is completed, to the Engineer-in-Charge. The Engineer-in-Charge and or any other Officer, nominated for the purpose by the Society, shall within 30 (thirty) days from the receipt thereof, inspect the work and ascertain the defects/deficiencies, if any, to be rectified by the contractor as also the items, if any, for which payment shall be made at reduced rate.

If the defects, according to the Engineer-in-Charge are of a major nature and the rectification of which is necessary for the satisfactory performance of the contract, he shall intimate in writing the defects and instruct the contractor to rectify the defects/remove deficiencies within the period and in the manner to be specified therein. In such cases Defect Liability Certificate will be issued by the EIC after the above rectifications are carried out/ deficiencies are removed by the contractor to the satisfaction of EIC.

In the event there are no defects or the defects/ deficiencies are of a minor nature and the Engineer-in-Charge is satisfied that the contractor has already made arrangements for rectification, or in the event of contractor's failure to rectify the defects for any reason whatsoever, the defects can be rectified by the Society departmentally or by other means and the 50% of the security deposit of the contractor shall be sufficient to cover the cost thereof, he shall issue the Defect Liability Certificate ( Taking Over Certificate with list of defects ) indicating the date of completion of the work, defects to be rectified, if any, and the items, if any, for which payment shall be made at reduced rate indicating reasons therefore and with necessary instructions to the contractor to clear the site/place of work or all debris/ waste materials, scaffoldings, sheds, surplus materials etc. making it clean.

- 12.1 In cases where separate period of completion for certain items or groups of items are specified in the contract, separate Defect Liability certificate for such items or groups of items may be issued by the Engineer-in-Charge after completion of such items on receipt of notice from the contractor only in the event the work is completed satisfactorily in every respect.

Refund of security deposit and payment of final bill shall, however, be made on completion of the entire contract work, but not on completion of such items of work.

- 12.2 Before the date fixed for completion of work, the work as well as the site of work are to be made clean after removal of rubbish, scaffolding, surplus materials, temporary structures etc.

- 12.3 In case of contractor's failure to clear the site, the EIC shall have right to get the work done. The cost thereof shall be recovered from the final bill of the contractor.

### 13. Additional Responsibilities of the Contractor(s)

The cost on account of the "Additional Responsibilities of the Contractors" under this clause is deemed to be included in the tendered rates.

- i) The Society reserves the rights to let other contractors also work in connection with the Project and the contractor/contractors shall co-operate in the works for the introduction and stores and materials and execution of his/their works.
- ii) The contractor/contractors shall keep on the work site during the progress a competent and experienced Resident Engineer exclusively for the work and necessary assistants who shall represent the contractor(s).

The contractor shall intimate the Engineer-in-Charge in writing the names, qualifications, experience and full postal address of each and every technical personnel employed at

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site by him.

The contractor(s) shall not be allowed to execute the work unless he/they engage the required technical staff as assessed by Engineer-in-charge or as specifically mentioned in the bid. The delay on this account, if any, shall be the contractor's responsibility.

Important instructions shall be confirmed to the contractor(s) in writing. If the contractor/contractors in course of the works finds/find any discrepancy between the drawing, forming part of the contract documents and the physical conditions of the locality or any errors or omissions in drawings except those prepared by himself / themselves and not approved by the Engineer-in-Charge. It shall be his/their duty to immediately inform the Engineer-in-Charge in writing and the Engineer-in-Charge shall verify the same. Any work done after such discovery and without intimation as indicated above will be done at the risk of the contractor/contractors.

- iii) The contractor / contractors shall employ only competent, skillful and orderly men to do the work. The Engineer-in-Charge shall have the right to ask the contractor/ contractors to remove from the work site any men of the contractor/contractors who in his opinion is undesirable and the contractor/contractors will have to remove him within 3 (three) hours of such orders.

The contractor shall employ apprentices in the execution of the contract work as required under Apprentices Act.

The contractor shall further be responsible for making arrangements at his own cost, or accommodation and social needs of the staff and workers under his employment.

- iv) Precautions shall be exercised at all times by the contractor(s) for the protection of persons (including employees) and property. The safety required or recommended by all applicable laws, codes, statutes and regulations shall be observed by the contractor(s). In case of accidents, the contractor(s) shall be responsible for compliance with all the requirements imposed by the Workmen's Compensation Act or any other similar laws in force and the contractor shall indemnify the Society against any claim on this account.

All scaffoldings, ladders and such other structures which the workmen are likely to use shall be examined by the Engineer-in-Charge or his authorized representative whenever they want and the structure must be strong, durable, and safe and of such design as required by Engineer-in-Charge.

In no case any structure condemned by the Engineer-in-Charge or his authorized representatives shall be kept on the work and such structure must be pulled down within three hours of such condemnation and any certificate or instructions, however, shall in no way absolve the contractor/contractors from his/their responsibility, as an employer, as the Society shall in no way be responsible for any claim.

The contractor / contractors shall at all times exercises reasonable precautions for the safety of employees in the performance of his/their contract and shall comply with all applicable provisions of the safety laws drawn up by the State Govt. or Central Govt. or Municipalities and other authorities in India. The contractor/contractors shall comply with the provision of the safety hand book as approved and amended from time to time by the Government of India.

- v) The contractor / contractors shall familiarize themselves with and be governed by all laws and rules of India and Local statutes and orders and regulations applicable to his/ their work.
- vi) The contractor shall maintain all records as per the provision made in the various statutes including Contract Labour (Regulation & Abolition) Act, 1970 and the Contract Labour (Regulation & Abolition) Central Rules, 1971, Minimum Wages Act, Workmen

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Compensation Act etc. and latest amendment thereof. Such records maintained by the contractor shall be opened for inspection by the Engineer-in-Charge or by the nominated representative of the Principal Employer.

- vii) The contractor/ contractors shall provide facilities for the sanitary necessities of all persons employed on the work shall be constructed and maintained in the number, manner and place approved or ordered by the Engineer-in-Charge. The contractor/ contractors shall vigorously prohibit committing of nuisance at any other place. Cost of all works under this item shall be covered by the contractor/contractor's tendered rates.
- viii) The contractor/contractors shall furnish to the Engineer-in-Charge or his authorized representative with work reports from time to time regarding the contractor / contractors organization and the progress made by him / them in the execution of the work as per the contract.
- ix) All duties, taxes (excluding Service Tax only) and other levies, octroi, royalty, building and construction workers cess (as applicable in States), whether local, municipal, provincial or central pertaining to the contract payable by the Contractor under the Contract (during the entire period of contract), or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. All investments, operating expenses, incidentals, overheads, lifts, carriages, tools and plants etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid price submitted by the bidder.

However, such duties, taxes, levies etc. which is notified after the last date of submission of Bid and/or any increase over the rate existing on the last date of submission of Bid shall be reimbursed by the Society on production of documentary evidence in support of payment actually made to the concerned authorities.

Similarly if there is any decrease in such duties, taxes and levies the same shall become recoverable from the contractor. The details of such duties, taxes and other levies along with rates shall be declared by the bidder in the Price bid.

The item wise rate quoted shall be exclusive of service tax (share of service provider). Service tax (share of service provider) will be paid extra, if payable. Payment of service tax (share of service provider) by the service availer (i.e. JSSPS), to the service provider would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant service tax rules. CENVAT credit is to be availed by paying authority as per rule.

Payment/deposit of service tax (share of service provider) is the responsibility of the service provider.

The rates and prices quoted by the Bidder shall be fixed for the duration of the contract and shall not be subject to variations on any account except to the extent variations allowed as per the conditions of the contract of the bidding document.

The Society reserves the right to deduct/ withhold any amount towards taxes, levies, etc. and to deal with such amount in terms of the provisions of the Statute or in terms of the direction of any statutory authority and the Society shall only provide with certificate towards such deduction and shall not be responsible for any reason whatsoever.

- x) The contractor / contractors shall make his / their own arrangement for all materials, tools, staff and labourer required for the contract, which shall include cost of lead, lift,



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loading, unloading, railway freight, recruiting expenses and any other charges for the completion of the work to entire satisfaction of the Society.

- xi) The contractor / contractors shall make their own arrangement for carriage of all materials to the work site at his/their own cost.
- xii) The work shall not be sublet to any other party, unless approved by Engineer-in-Charge, in writing. Prior permission is required to be taken from the owner for engagement of sub-contractor in part work/ piece rated work.
- xiii)a) No fruit trees or valuable plants or trees with trunk diameter exceeding 150mm shall be pulled, destroyed or damaged by the contractor/contractors or any of his/their employees without the prior permission of the Society, failing which the cost of such trees or plants shall be deducted from the contractor/contractors dues at the rate to be decided by the Society. The rates quoted are supposed to include clearance of shrubs and jungles and removal of such trees upto 150 mm dia., as will be permitted by the Engineer-in-Charge in writing.
  - b) Anything of historical or other interest or of significant value unexpectedly discovered on the site is the property of the employer. The Contractor is to notify the Nodal Officer or his nominee of such discoveries and carry out the Nodal Officer or his nominee's instructions for dealing with him.
- xiii) The contractor / contractors shall not pay less than the minimum wages to the labourer engaged by him/ them as per Minimum Wages Act or such other legislation or award of the minimum wage fixed by the respective State Govt. or Central Govt. as may be in force. The contractor / contractors shall make necessary payments of the provident fund for the workmen employed by him for the work as per the laws prevailing under provisions of CMPF and allied scheme and Miscellaneous Provisions Act, 1948 or Employees Provident Fund and Miscellaneous Provisions Act 1952 as the case may be. The contractor / contractors shall pay the wages to the laborers engaged by him / them only through Bank account.
- xiv) All accounts shall be maintained properly and JSSPS shall have the right of access and inspection of all such books of accounts etc., relating to payment of labourer including payment of provident fund considered necessary and the Society may arrange for witnessing the payment to the labourer by its representatives.
- xv) The contractor shall in additions to any indemnity provided by the relevant clauses of the agreement or by law, indemnify and keep indemnified for the following:
  - a) JSSPS or any agent or employee of the Society against any action, claim or proceeding relating to infringement or use of any patent or design right and shall pay any royalties or other charges which may be payable in respect of any article or material included in the contract.

However, the amount so paid shall be reimbursed by JSSPS in the event such infringement has taken place in complying with the specific directions issued by the Society or the use of such article or material was the result of any drawing and/or specifications issued by the Society after submission of tender by the contractor. The contractor must notify immediately after any claim being made or any action brought against the Society, or any agent or employee of Society in respect of any such matter.
  - b) JSSPS against all claims, damages or compensation under the provisions of payment of Wages Act, 1938, Minimum Wages Act, 1948, Employer's Liability Act, 1938, The Workmen's Compensation Act, 1923, Industrial Dispute Act, 1947, Mines Act as applicable, Employees State Insurance Act 1948 and Maternity Benefit Act,

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1961, Acts regulating P.F. or any modification thereof or any other law relating thereto and rules made there under from time to time, as may be applicable to the contract which may arise out of or in consequence of the construction or maintenance or performance of the work under the contract and also against costs, charges and expenses of any suit, action or proceedings arising out of any accident or injury.

- c) The Society against all losses and claims for injuries or damages to any third party or to any property belonging to any third party which may arise out of or in consequence of the construction or maintenance or performance of the work under the contract and against all claims/demands proceedings/damages, cost charges and expenses whatsoever in respect of or in relation thereto.
- xvi) The contractor is under obligation to hand over to the Society the vacant possession of the completed building structures failing which the Engineer-in-Charge can impose a levy upon the contractor upto 5% of the total contract value for the delay in handing over the vacant possession of the completed works after giving a 15 (fifteen) days notice to the contractor.
- xvii) Insurance - The contractor shall take full responsibility to take all precautions to prevent loss or damage to the works or part thereof for any reasons whatsoever (except for reasons which are beyond control of the contractor or act of God, e.g. flood, riots, war, earthquake, etc.) and shall at his own cost repair and make good the loss/damage to the work so that on completion, the work shall be in good order and condition and in conformity with the requirements of the contract and instructions of the Engineer-in-charge.

The contractor/contractors shall take following insurance policies during the full contract period at his own cost:

- a). In the case of construction works, without limiting the obligations and responsibilities under the contract, the contractor shall take insurance policy for the works and for all materials at site so that the value of the works executed and the materials at site upto date are sufficiently covered against risk of loss/damage to the extent as permissible under the law of insurance. The contractor shall arrange insurance in joint names of the Society and the contractor. All premiums and other insurance charges of the said insurance policy shall be borne by the contractor.

The terms of the insurance policy shall be such that all insurance claims and compensations payable by the insurers, shall be paid to the Employer and the same shall be released to the contractor in installments as may be certified by the Engineer-in-charge for the purpose of rebuilding or replacement or repair of the works and/or goods destroyed or damaged for which payment was received from the insurers. Policies and certificates for insurance shall be delivered by the contractor to the EIC for his approval before the starting date. Alterations to the terms of insurance shall not be made without the approval of EIC.

- b). Where any Society building or part thereof is used, rented or leased by the contractor for the purpose of storing or using materials of combustible nature, the contractor shall take separate insurance policy for the entire building and the policy shall be deposited with the Society.
- c) The contractor shall at all times during the tenure of the contract indemnify JSSPS against all claims, damages or compensation under the provision of the Workmen's Compensation Act and shall take insurance policy covering all risk, claims, damages, or compensation payable under the Workmen's Compensation Act or under any other law relating thereto.

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d) The contractor shall ensure that the insurance policy/ policies is/are kept alive till full expiry of the contract by timely payment of premiums and it/they shall not be cancelled without the approval of the Society and a provision is made to this effect in all policies, and similar insurance policies are also taken by his sub-contractors if any. The cost of premium shall be borne by the contractor and it shall be deemed to have been included in the tendered rate.

e) In the event of contractor's failure to effect or to keep in force the insurance referred to above or any other insurance which the contractor is required to effect under the terms of the contract, the Society may effect and keep in force any such insurance and pay such premium/premiums as may be necessary for that purpose from time to time and recover the amount thus paid from any moneys due to the contractor.

THE CLAUSE 13(xvii) SHALL BE APPLICABLE FOR WORKS OF ESTIMATED VALUE OF OVER Rs. 50 LAKHS.

xviii) Setting Out: The contractor shall be responsible for the contract and proper setting out of the works and correctness of the position, reduced levels, dimensions and alignment of all parts of the work including marking out the correct lay out in reference to the permanent bench mark and reference points. Only one permanent bench mark and basic reference lines shall be marked and shown to the contractor as basic data.

The contractor shall have all necessary instruments, appliances and labour in connection therewith. If at any time during the progress of work any error is detected in respect of the position, levels, dimensions or alignment of any part of the work, the contractor on being required to do so by the Engineer-in-Charge or his representative shall at the expenses of the contractor rectify such errors to the satisfaction of Engineer-in-Charge unless such error is due to incorrect data supplied by the Engineer-in-Charge.

xix) On receipt of Letter of Acceptance of Tender / Work Order the contractor shall forthwith Register and obtain License from the competent authority under the Contract Labour (Regulation & Abolition) Act 1970, the Contract Labour (Regulation & Abolition) Central Rules, 1971 and submit certified copies of the same to the Engineer-in-Charge and the Principal Employer.

xx) The contractor shall be registered with the concerned State Govt. and the Central Govt. in respect of Sales Tax Act and the certificate having details of Registration No., period of validity etc. should be submitted to the Engineer-in-Charge.

xxi) The contractor shall, in connection with works, provide and maintain, at his own cost, all lights, security guards, fencing when and where necessary as required by the Engineer-in-Charge for the purpose of protection of the works, materials at site, safety of workmen and convenience of the public.

xxii) All materials (e.g. stone, moorum and other materials) obtained in the course of execution of the work during excavation and dismantling etc. shall be the property of the Society and the same may be issued to the contractors, if required for use in the works at the rates to be fixed by the Engineer-in-Charge.

xxiii) Unless otherwise specifically provided for, dewatering of excavation pits, working areas etc. shall be the contractor's responsibility and is to be carried out at his own cost as per instructions of EIC. The rates quoted by the contractor shall be deemed to include the dewatering costs.

xxiv) Approval by the Nodal Officer/Engineer-in-Charge or his nominee: The contractor shall submit specifications and drawings showing the proposed temporary work to the Nodal Officer/Engineer-in-Charge or his nominee, who is to approve them if they comply with the specifications and drawings.



## CONDITIONS OF CONTRACT

The contractor shall be responsible for design of Temporary Works.

The Nodal Officer/Engineer-in-charge or his nominee's approval shall not alter the contractor's responsibility for design of the Temporary Works.

### 14. Defects Liability Period:

In addition to the defect/s to be rectified by the contractor as per terms of the contract/work order, the contractor shall be responsible to make good and remedy at his own expense the defect/s mentioned hereunder within such period as may be stipulated by the Engineer-in-Charge in writing:

- a) Any defect/defects in the work detected by the Engineer-in-Charge within a period of 6 (six) months from the date of issue of Defect Liability certificate / completion certificate.
- b) In the case of building works or other works of similar nature any defect in the work detected by the Engineer-in-Charge within a period of 6 (six) months from the date of issue of Defect Liability certificate/ completion certificate or before the expiry of one full monsoon period i.e. June to September whichever is later in point of time.

14.1 A programme shall be drawn by the contractor and the Engineer-in-Charge for carrying out the defects by the contractor detected within the defect liability period and if the contractor fails to adhere to this programme, the Engineer-in-Charge shall be at liberty to procure proper materials and carry out the rectifications in any manner considered advisable under the circumstances and the cost of such procurement of materials and rectification work shall be chargeable to the contractor and recoverable from any of the pending dues of the contractors.

The defect liability period can be extended by the Society on getting request from the contractor only for valid reasons.

There will be no defect liability period for works like Grass Cutting, Jungle Cutting, Surface Dressing & any other work of similar nature to be decided by the Engineer-in-Charge.

### 15. Operating and Maintenance Manual:

If "as built" drawings and/or Operating and Maintenance Manual are required the contractor shall supply them by the dates as per instruction of the Engineer-in-charge.

If the contractor does not supply the drawings and/or Manual by the dates as stated above, or they do not receive the Nodal Officer or his nominee's approval, the Nodal Officer or his nominee shall withhold the amount as stated in the agreement.

### 16. Settlement of Disputes.

It is incumbent upon the contractor to avoid litigation and disputes during the course of execution. However, if such disputes take place between the contractor and the department, effort shall be made first to settle the disputes at the Society level.

The contractor should make request in writing to the Engineer-in-charge for settlement of such disputes/ claims within 30 (thirty) days of arising of the cause of dispute/ claim failing which no disputes/ claims of the contractor shall be entertained by the Society.

Effort shall be made to resolve the dispute in two stages

In first stage dispute shall be referred to CEO, LMC, . If the differences still persist, the dispute shall be referred to a committee constituted by the owner.

## CONDITIONS OF CONTRACT

If differences still persist, the settlement of the dispute shall be resolved in the following manner :

Disputes relating to the commercial contracts with Central Public Sector Enterprises / Govt. Departments (except Railways, Income Tax, Customs & excise duties )/ State Public Sector Enterprises shall be referred by either party for Arbitration to the PMA ( Permanent Machinery of Arbitration ) in the department of Public Enterprises.

In case of parties other than Govt. Agencies, the redressal of the dispute may be sought in the Court of Law.

ADDITIONAL TERMS AND CONDITIONS

## CONDITIONS OF CONTRACT

The following additional terms and conditions are also acceptable to the Society. The tenderers are requested not to quote any further additional conditions in the tender.

### 1. Application of Price Variation Clause.

If the prices of materials (not being the materials supplied at fixed issue rates by the Society) and wages of labour required for execution of the work increase or decrease, the contractor shall be compensated for such increase or recoveries will be made from the bills for such decrease as per provisions detailed hereafter:

- a) The amount of the contract shall accordingly be varied subject to the condition that such compensation for escalation/ de-escalation in price shall be available only for the work done during the stipulated period of the contract including such period for which the contract is validly extended under the provisions of the contract without any penal action. The Price Variation Clause shall not be applicable for works of capital nature, for which stipulated period of completion is six months or less. For regular maintenance/Service contract, price variation shall not be applicable where stipulated period of completion is twelve months or less.
- b) The base date for working out such escalation/de-escalation shall be the last date on which the bids (inclusive of price part) or revised price bids (inclusive of revised offer) were stipulated to be received.
- c) The compensation for escalation or recoveries to be made shall be worked out at quarterly intervals and shall be with respect to the cost of work done during the previous three months. The first such payment will be made at the end of three months after the month (excluding) in which the tender was accepted and thereafter at three months' interval.
- d) Job specific modification in the formulae of price variation given in the following para(s) can be done with the approval of the CEO of the Society

1.1 Escalation/ De-escalation for Labour: The amount paid to the contractor for the work done shall be adjusted for increase or decrease in the cost of labour and the cost shall be calculated quarterly in accordance with the following formula :

$$VL = W \times \frac{A}{100} \times \frac{L - L_0}{L_0}$$

Where :

VL= Variation in labour cost i.e., increase or decrease in the amount in rupees to be paid or recovered.

W = Value of work done during the period under reckoning to which the escalation/de-escalation relates as indicated in clause-2.4 of the Additional Terms & Conditions of the contract.

A = Component of labour expressed as percentage of the total value of the work adopted from the Table-1.

L<sub>0</sub> = Minimum wages for unskilled workers payable as per the Minimum Wages Act / Rules of the State or Central Govt., whichever is more, applicable to the place of work as on the last date stipulated for receipt of the bids (inclusive of price part) or revised price bids whichever is later.

L = Revised minimum wages of unskilled worker corresponding to L<sub>0</sub>

## CONDITIONS OF CONTRACT

during the period to which the escalation/de-escalation relates.

1.2 Escalation /De-escalation on Materials: The amount to be paid to the contractor for the work done will be adjusted for increase or decrease in the cost of materials and the cost shall be calculated quarterly in accordance with the following formula :

$$V_m = W \times \frac{B}{100} \times \frac{M - M_0}{M_0}$$

Where :

$V_m$  = Variation in the material cost i.e. increase or decrease in the amount in rupees to be paid or recovered.

$W$  = Cost of work done during the period under reckoning to which the escalation / de-escalation relates as indicated in clause-2.4 of the Additional Terms & Conditions of the contract.

$B$  = Component of material expressed as percentage of the total value of the work adopted from the Table -1.

$M$  = Average All India Wholesale Price Index for all commodities for the period to which escalation/de-escalation relates as published by the RBI Bulletin, Ministry of Industry & Commerce, Govt. of India.

$M_0$  = All India Wholesale Price Index for all commodities as published by the RBI Bulletin, Ministry of Industry & Commerce, Govt. of India, relating to the last date on which the bids (inclusive of price part) or revised price bids whichever is later were stipulated to be received.

1.3 Escalation/ De-escalation on POL : The amount to be paid to the contractor for the work done shall be adjusted for the increase or decrease in the cost of POL and the cost shall be calculated quarterly in accordance with the formula given below :

$$V_f = W \times \frac{C}{100} \times \frac{F - F_0}{F_0}$$

Where :

$V_f$  = Variation in the cost of fuel, oil and lubricants increase or decrease in the rupees to be paid or recovered.

$W$  = Value of work done during the period under reckoning to which the escalation/ de-escalation relates as indicated in clause 2.4 of the Additional terms & Conditions of the contract.

$C$  = Component of POL expressed as percentage of the total cost of the work taken from Table -1.

$F$  = Average Index Number for wholesale price for the group of 'Fuel, Power, Light & Lubricants' as published by the Economic Adviser, Ministry of Industry, Govt. of India for the period to which the escalation/de-escalation relates.

$F_0$  = Index number of wholesale price for the group, Fuel, Power, light & lubricants as published by the Economic Adviser, Ministry of Industry, Govt. of India prevalent on the last date of receipt of bids (inclusive of Price Part) or revised price bids whichever is later.

1.4 While calculating the value of "W" the following may be noted : The cost on which the

## CONDITIONS OF CONTRACT

escalation will be payable shall be reckoned as 85 % of the cost of work as per the bills to which escalation relates, and from this amount the value of materials supplied or services rendered at the prescribed charges under the relevant provisions of the contract, and proposed to be recovered in the particular bill, shall be deducted before the amount of compensation for escalation or de-escalation is worked out. In the case of materials brought to site for which any secured advance is included in the bill, the full value of such materials as assessed by the Engineer-in-Charge (and not the reduced amount for which secured advance has been paid) shall be included in the cost of work done for operation of this clause. Similarly, when such materials are incorporated in the work and the secured advance is deducted from the bill, the full assessed value of the materials originally considered for operation of this clause should be deducted from the cost of the work shown in the bill, running or final. Further the cost of work shall not include any work for which payment is made at prevailing market rates.

1.5 In the event the price of materials and/ or wages of labour required for execution of the work decreases, there shall be downward adjustment of the cost of work so that such price of materials and/or wages of labour shall be deductible from the cost of work under this contract and in this regard the formulae herein before stated under this clause shall mutatis/mutandis apply. No such adjustment for the increase / decrease in material price and/ or wages of labour before mentioned would be made in case of contracts related to capital works, in which the stipulated period of completion of the work is six (6) months or less.

However for Maintenance works any adjustment for the increase or decrease in material price or wages of labour would be made only when the stipulated period of completion of the work is twelve (12) months or less.

1.6 Application of Price Variation Clause during extended period of Contracts.

The Price Variation Clause as stated above will be applied for extended time frame of a contract by following the principle stated as under:

i) Normally, if and when it is understood that a contract is not going to be completed within the scheduled time period, the contract is kept operative by extending the time of completion provisionally. During this provisional extended period the operation of the Price Variation Clause will remain suspended.

ii) If and when it is decided at the end of the successful completion of the work that the delay was due to causes not attributable to the contractor, then the Price Variation Clause will be revived and applied as if the scheduled date of completion has been shifted to the approved extended date.

iii) If it is decided at the end of successful completion of the work that the delay was due to the fault of the contractor then the Price Variation Clause will not be revived and no further payment will be made to the contractor on this account. Additionally the Clause related to Compensation for delay will be applied.

No payment will be made by applying "FROZEN INDICES "under any circumstances.

Table – 1

Value of A, B & C in the escalation formula in the additional terms & conditions for Civil Works :

Sl	Particulars	A% (Labour Component)	B% (Material Component)	C% (POL Component)	Remarks
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**CONDITIONS OF CONTRACT**

1	For building works	25	75	Nil	
2	For Road works	15	80	05	
3	For external sewerage, External water supply, and external electrification	10	90	Nil	
4	For external water supply, external sanitary and external electrification (through labour rate contract)	75	25	Nil	
5	For steel structural works	15	85	Nil	
6	For steel structural works with Deptt. free supply of rolled steel sections (through labour rate contract)	75	25	Nil	
7	For Coal Handling Plant Civil Works	25	75	Nil	
8	For under-ground civil works such as Incline Drivage, Shaft Sinking etc.	35	65	Nil.	
9	For only labour oriented works of maintenance nature.	100	Nil	Nil	

For all other works not listed above, the component of labour, material and POL of the total cost of work shall be as specifically indicated in the tender document.

## SAFETY CODE.

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than  $\frac{1}{4}$  to 1 ( $\frac{1}{4}$  horizontal and 1 vertical).
2. Scaffolding of staging more than 3.6 m (12ft). above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm (3ft) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m (12ft) above ground level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.
4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm (3ft).
5. Safety means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 m (30ft) in length while the width between side rails in rung ladder shall in no case be less than 20 cm (11  $\frac{1}{2}$ " for ladder upto and including 3 m (10ft) in length. For longer ladders, this width should be increased at least  $\frac{1}{4}$ " for additional 30 cm (1ft.) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit; action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.
6. Excavation and Trenching: All trenches 1.2 m (4ft) or more in depth, shall at all times be supplied with at least one ladder for each 30 m. (100 ft.) in length or fraction thereof. Ladder shall extend from bottom of the trench to at least 90 cm (3ft) above the surface of the ground. The side of the trenches which are 1.5 m (5ft) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m (5ft) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances, undermining or undercutting shall be done.
7. Demolition : before any demolition work is commenced and also during the progress of the work,
  - i. All roads and open areas adjacent to the work site shall either be closed or suitably protected.
  - ii. No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.

- iii. All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
8. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned:- The following safety equipment shall invariably be provided.
- i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
  - ii) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes, shall be provided with protective goggles.
  - iii) Those engaged in welding works shall be provided with welder's protective eye-shields.
  - iv) Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
  - v) When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the contractor shall ensure that the following safety measures are adhered to:-
    - a) Entry for workers into the line shall not be allowed except under supervision of the Engineering Assistant or any other higher officer.
    - b) At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.
    - c) Before entry, presence of Toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence.
    - d) Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.
    - e) Safety belt with rope should be provided to the workers. While working inside the manholes, such rope should be handled by two men standing outside to enable him to be pulled out during emergency.
    - f) The area should be barricaded or condoned of by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
    - g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.
    - h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
    - i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-Charge may decide the time up to which a worker may be allowed to work continuously inside the manhole.
    - j) Gas masks with Oxygen Cylinder should be kept at site for use in emergency.



- k) Air-blowers should be used for flow of fresh air through the manholes. Whenever called for, portable air blowers are recommended for ventilating the manholes. The Motors for these shall be vapour proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at least 2 meters away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.
  - l) The workers engaged for cleaning the manholes / sewers should be properly trained before allowing to work in the manhole.
  - m) The workers shall be provided with Gumboots or non-sparking shoes bump helmets and gloves non sparking tools safety lights and gas masks and portable air blowers ( when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.
  - n) Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.
  - o) If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.
  - p) The extents to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-Charge regarding the steps to be taken in this regard in an individual case will be final.
  - vi) The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution should be taken:-
    - a) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
    - b) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scrapped.
    - c) Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.
    - d) Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dry rubbing down and scraping.
    - e) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
    - f) Overall shall be worn by working painters during the whole of working period.
    - g) Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials.
9. When the work is done near any place where there is risk of drowning, all necessary equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in

danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.

10. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions:-
  - i) (a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.  
  
(b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
  - ii) Every crane driver or hoisting appliance operator, shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to operator.
  - iii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
  - iv) In case of departmental machines, the safe working load shall be notified by the Electrical Engineer-in-Charge. As regards contractor's machines the contractors shall notify the safe working load of the machine to the Engineer-in-Charge whenever he brings any machinery to site of work and get it verified by the Electrical Engineer concerned.
12. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
13. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
14. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.
15. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer or Engineer-in-Charge of the department or their representatives.
16. Notwithstanding the above clauses from (1) to (15), there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

## TECHNICAL SPECIFICATIONS

Technical Specifications to be followed:

### Civil Engineering Works

Latest CPWD specification shall be adopted. Presently CPWD specifications 2009 Vol. I & II is in vogue which may be followed. These specifications cover all type of Building Works. The specifications are available as a printed document issued by CPWD and also in soft copy PDF format in CPD website.

### Electrical Engineering Works

Latest CPWD specification shall be adopted. Presently the following are in vogue:

Part No.	Description	Year Of Issue
I	Internal	2013
III	Lifts And Escalators	2003
V	Wet Riser And Sprinklers System	2006
VI	Heating, Ventilation And Air Conditioning Works	2005

### **\*Roads And Bridges**

Standard specifications issued by ministry of surface transport may be followed. Presently, MORTH specifications on roads and bridges 2013 are available. These specifications cover exhaustively various roads and bridge works. (Applicable for important and major roads.)

\*Delete if not applicable

# ANNEXURES.

**ANNEXURE-A.**

**PROFORMA FOR EXECUTION OF AGREEMENT.**

(Specimen to be vetted by Legal Department))

**STAMP PAPER**

**(of appropriate value as per Stamp Act)**

This agreement is made on ..... day of ..... between (Jharkhand State Sports Promotion Society ) having its registered office at Ranchi (hereinafter called the 'SOCIETY' which expression shall, unless repugnant to the subject or context, include its successors and assignees) of the one part and ( Name of the Contractor ) carrying on business as a ( partnership/ proprietorship/ Ltd. Co. etc. ) firm under the name and style ..... (hereinafter called the 'said Contractor' which expression shall, unless the context requires otherwise include them and their respective heirs, executors, administrators and legal representatives) of the other part.

Whereas the Society invited tenders for the work of " .....  
....." and whereas the said Contractor/ Firm submitted tender for the said work and deposited a sum of Rs..... as Earnest Money and whereas the tender of the said contract has been accepted by the Society for execution of the said work.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1) In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the tender papers hereinafter referred to.
- 2) The following documents which are annexed to this agreement should be deemed to form and be read and construed as part of this agreement viz.

- i) Annexure-A Tender Notice (Page .. to ..)
- ii) Schedule – A General Terms & Conditions, Special Conditions and General Technical Specification (Page .... to ...) and Safety Code.
- iii) Schedule-B The probable Quantities and Amount (Page ... to ... )
- iv) Schedule-C Negotiation letters –
- iv) Schedule-D Letter of Acceptance/Work Order (Page .. to ..)
- v) Schedule-E Drawings (Page ..... to .....)

- 3) In consideration for the payment of the sum of Rs.....( W/O Value; both in words and figures ) or such other sum as may be arrived at under the clause of the specification relating to Payment by items measurements at unit prices by the Society, the said Contractor shall, subject to the terms & condition contained herein execute and complete the work as described and to the extent of probable quantities as indicated in Schedule B with such variations by way of alteration, addition to or reduction from the said works.
- 4) The Society has received a sum of Rs..... towards Performance Security Deposit (1<sup>st</sup> part of Security Deposit) in the form of Demand Draft / Certified Cheque/ B.G./ *other form (details to be furnished)*.
- 5) The said contractor hereby covenants with the Society that the Society shall deduct at 5% of R/A Bills as Retention Money (2<sup>nd</sup>part of security deposit ) to make the total Security as 10%(ten percent) of contract value, as per the terms & condition of the tender/ contract.

IN WITNESS WHEREOF THE parties herein have set their hands and seals the date and year above written.

1 Partner. Signature

2 Partner Signature

On behalf of M/S.....  
 The Contractor, as one of the constituted attorney,  
 In the presence of –

1. Name \_\_\_\_\_ Signature

Address :

Occupation :

Signed by Sri .....on behalf of Signature  
 (Jharkhand State Sports Promotion Society) in presence of -

1. Name : Signature  
 2. Address: .

ANNEXURE - B

MANDATE FORM FOR ELECTRONIC FUND TRANSFER / INTERNET BANKING PAYMENT.

1. Name of the Bidder : .....

2. Address of the Bidder : .....

.....

City..... Pin Code.....

E-mail Id .....

Permanent Account Number .....

3. Particulars of Bank:

Bank Name		Branch Name	
Branch Place		Branch City	
Pin Code		Branch Code	
MICR No.			
( Digital Code number appearing on the MICR Band of the cheque supplied by the Bank. Please attach Xerox copy of a cheque of your Bank for ensuring accuracy of the Bank Name, Branch Name and Code Number.			
RTGS CODE			
Account Type	Savings	Current	Cash Credit
Account Number(as appearing in the Cheque Book.			

4. Date from which the mandate should be effective.

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information. I shall not hold Society responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through SBI Net / RTGS transfer/NEFT. I agree to discharge responsibility expected of me as a participant under the scheme. Any bank charges levied by the bank for such e-transfer shall be borne by us.

Place :

Date:

Signature of the Party / Authorized Signatory

-----  
 Certified that particulars furnished above are correct as per our records.

Banker's Stamp

Date

(Signature of the Authorized official from the Bank)



## UNDERTAKING

( Only for those who have down loaded tender document)

I, -----, Proprietor/ Partner/Legal Attorney/ Accredited Representative of M/S -----, solemnly declare that :

1. I /We are submitting downloaded tender document for the Work -----  
-----  
---against Tender Notice No.----- dtd -----
2. I / We accept the tender documents as available in the website and my/our tender shall be rejected, if any tampering in the tender document is found to be done at the time of opening of tender or at any time thereafter and in such cases department shall be free to take appropriate action as it deems fit. In case of any missing pages, I shall/ we will abide by the terms & conditions etc. of the original bid document as available in the office/ hoisted on the website.

Signature of the Tenderer

Date

**PART – II OF TENDER**

**TENDER DOCUMENT ISSUE DETAILS**

**Name of work – Replacement of defective VCB panel, distribution panel, cable, HID lamp and ballast (2000 watt) for high mast light at Hockey stadium morhabadi , Ranchi**

**Tender Notice no. & date – 2016/Electrical-5 dated 28.12.2016**

**Date and time of submission of tender –18.01.2017 up to 3.00 P.M.**

**Date and time of opening of Part – II – To be intimated later to eligible bidder.**

**Tender Document fee – ` Rs. 575/-**

**ISSUE TO / SUBMITTED BY :**

**NAME OF TENDERER :** \_\_\_\_\_  
**POSTAL ADDRESS** \_\_\_\_\_

**e-mail address** \_\_\_\_\_  
**Telephone No.** \_\_\_\_\_  
**Mobile No.** \_\_\_\_\_

ForCEO, LMC, JSSPS  
Darbhanga House, Ranchi

**BOQ for Replacement of defective VCB panel, distribution panel, cable, HID lamp and ballast (2000 watt) for high mast light at Hockey stadium morhabadi , Ranchi.**

Sl. No.	DESCRIPTION OF WORKS	UNIT	QNTY.	RATE (Rs)	AMOUNT (Rs)
1	Providing and fixing of master MHN-SA lamp 2000 watt/956 Make: Philips Osram or equivalent.	each	20		
2	Providing and fixing of MH Ballast 2000 watt, 440v, Make: Philips, Osram or equivalent.	each	6		
3	Providing and fixing of MH Igniter 2000 watt Make: Philips Osram or equivalent.	each	25		
4	Providing and fixing of MH capacitor 2000 watt Make: Philips Osram or equivalent.	each	30		
5	Providing and fixing of 1x 1.5 sq mm FRLS PVC insulated copper conductor single core .Havells Policabe HPL or equivalent.	Mtr	150		
6	Providing of skilled Labour grade -1	each	10		
7	Providing of un- skilled Labour grade -2	each	10		
8	Providing of PVC insulated and PVC sheathed/ XLPE power cable of grade 1.1 KV aluminium armoured cable, 3.5 core 240 sq. mm.Make Havel's ,policabe ,or equivalent.	Mtr	425		
9	Laying of one no PVC insulated and PVC sheathed/ XLPE power cable of 1.1 KV grade of following size direct in ground including excavation sand cushioning protective covering and refiling the trench etc as required. ) Above 185 sq. mm and up to 400 sq. mm.	Mtr	190		
10	Supply and installation of 11 kv , 630 Amp outdoor HT VCB panel with 1 no HT cable junction box along with current transformer, potential transformer, over current protection relay ,ammeter & voltmeter with selector switch etc. as per the enclosed specification. Make of the VCB:-Havells, L&T, or equivalent.Other components should ISI marked. Make Electroteknica switchgears pvt ltd or equivalent.	each	1		

11	Supply installation testing & commissioning of 3 phase, 250 amp, distribution pannel, indoor type along with current tranfermor, over current protection relay, Ammeter and voltmeter with selector switch, cable alloy box and provision for 6 nos. TPN, MCB outgoing ,change over arrangement including all required materials along with in comer &outgoing MCCB/MCB Make of the MCCB/MCB :-Havells,L&T, or equivalant.Other components should ISI marked..Make Electroteknica switchgears pvt ltd or equivalant.	each	1		
12	Supply installation testing & commissioning of 3 phase, 250 amp, distribution pannel outdoor type,double door, heaving the provison of 250 amp. 4 pole 440 volts MCCB and indicator,digital metering unit , slector switch along with MCCB asrequired.Make of the MCCB/MCB :-Havells,L&T, or equivalant.Other components should ISI marked..Make Electroteknica switchgears pvt ltd or equivalant.	each	1		
			Total		

**Signature of Contractor**

