

TENDER DOCUMENT

for

NIT No. WB/TEZ/T-1318/12-13/123 dtd. 30.06.2015

Name of Work:

**Excavation for Road and Site Development works
in the plot allotted by Govt. for construction of
Office complex for Regional Laboratory cum
Office, Tezpur of PCBA at Tezpur**



**Pollution Control Board, Assam
Bamunimaidam, Guwahati-21**

Submission Letter of Tender

From :

.....
.....
.....

To
The Member Secretary,
Pollution Control Board, Assam
Bamunimaidam, Guwahati-21

1. I/We hereby tender for execution of the work “.....
.....” as per tender document within the time schedule mentioned therein and accepted by me/us, at the schedule of rates quoted by me/us for the whole work in accordance with terms and conditions, specifications, drawings, as detailed in the tender document.
2. It has been explained to me/ us that the time stipulated for job and completion of works in all respects and in different stages mentioned in the “Time schedule” of completion of work and signed and accepted by me/us is the essence of the Contract. I/We agree that in the case of failure on my/ our part to strictly observe the time of completion mentioned for work or any of them and to the final completion of works in all respects according to the schedule set out in the said “Time Schedule of Completion of work”, I/We shall pay compensation to the Owners as per provision and stipulations contained in clause-23 of General conditions of Contract and I/We agree to the recovery being made as specified therein. In exceptional circumstances extension of time which shall always be in writing may, however, be granted by the Engineer-in-Charge at his entire discretion for some items of work, and I/We agree that such extension of time will not be counted for the extension of completion dates stipulated for work and for the final completion of works as stipulated in the said “Time Schedule” of Completion of work.
3. I/We agree to pay the earnest money and security deposit and accept the terms and conditions laid down in the memorandum below in this respect.

MEMORANDUM

- (a) General :
description of work
- (b) Earnest Money :.....
(Rupees).....
.....(only).
- The Earnest money is payable in the manner set out in Para 5, below. The Earnest money, if the tender is accepted, will be retained against the security deposit.

- (c) Security Deposit : 10% of the contract amount which will be paid in the manner set out in clause (19) in section IV of the General Conditions of Contract
- (d) Time allowed for starting of work : Fifteen days from the date of issue of letter of acceptance of the tender
4. Should this tender be accepted I /We hereby agree to abide by and fulfill all terms and conditions referred to above and in default thereof, to forfeit and pay to the Owner or its successors or its authorized nominees such sums of money as are stipulated in conditions contained in Notice Inviting Tender and other tender documents.
5. I/We hereby pay the earnest money of ₹
(Rupees.....)in the form of Banker's cheque /Demand Draft/..... (Name and Office of the State Bank of India or any Schedule 'A' Bank) in favour of "Member Secretary, Pollution Control Board, Assam" payable at 'Guwahati'.
6. If I/We fail to commence the work specified in the memorandum in Para (3) above, or I/We fail to deposit the amount of security deposit specified in the Memorandum in Para (3) above, I/We agree that the said Owner and its successors without prejudice to any other right or remedy be at liberty to forfeit the said earnest money in full otherwise the said earnest money shall be retained by Owner, towards the security deposit specified in Para (3) above. The said Owner shall also be at liberty to cancel the notice of acceptance of tender if I/We fail to deposit the security amount as aforesaid or to execute an agreement or to start work as stipulated in the tender documents.

I/We enclose herewith evidence of my/our experience of execution of work of similar nature and magnitude carried out by me/us in the prescribed proforma and also the Income Tax and Sales Tax Clearance Certificate.

Date.....day of.....2015

Witness:

Name in Block Letters:

Address:

Signature of Tenderer(s), with the seal of Firm



**Pollution Control Board, Assam
Bamunimaidam, Guwahati-21**

www.pcbassam.org

Fax No. – 0361-2550259; Phone No. – 0361-2550258

Email: membersecretary@pcbassam.org

NOTICE INVITING TENDER

NIT No. WB/TEZ/T-1318/12-13/123

Dated Guwahati the, 30th June, 2015

Sealed tenders in single bid system are invited from experienced & competent contractors for the following work of Pollution Control Board, Assam at Tezpur.

| | |
|--|--|
| Name of works | Excavation for Road and Site Development works in the plot allotted by Govt. for construction of Office complex for Regional Laboratory cum Office, Tezpur of PCBA at Tezpur |
| Earnest Money | Rs. 28,000.00 (Rupees twenty eight thousand) only |
| Date of issue of tender paper | From 06.07.2015 to 17.07.2015 |
| Last Date & time of submission of tender | Upto 3.00 PM of 17.07.2015 |
| Tender Opening Date & Time | 20.07.2015 at 3.00 PM |
| Qualifying criteria for issue of Tender Document: (1) Registered with Govt. / Semi Govt. Dept. / Autonomous Body, (2) Should have completed satisfactorily similar works of value not less than that shown in table below against single work order during last 5 yrs. under Govt./ Semi Govt. Dept. / Autonomous Body. | |
| One work of 80% of estimated value | Rs. 11,00,000.00 (Rupees eleven lakhs only) |
| OR Two works of 60% of estimated value | Rs. 8,50,000.00 (Rupees eight lakhs fifty thousand only) |
| OR Three works of 40% of estimated value | Rs. 5,50,000.00 (Rupees five lakhs fifty thousand only) |
| 3. Annual Turn Over: | |
| Minimum Annual Turn Over during last 3 consecutive years (50% of estimated value) | Rs. 6,90,000.00 (Rupees six lakhs ninety thousand only) |

Date & Time of Pre-Bid meeting : 10.07.2015

Note : Financial turn over and values of completed works of previous years shall be given weightage of 10% per year and part thereof to bring them to the present price level. The statement showing the value of existing commitments and ongoing works as well as stipulated period of completion for each of the work listed should be countersigned by the Engineer-in-Charge not below the rank of Executive Engineer of the concerned Departments.

Tender document will be issued on payment of Rs. 1000.00 (non refundable) for each work in the form of **demand draft / banker's cheque** in favour of 'Member Secretary, Pollution Control Board, Assam' payable at 'Guwahati' and submission of proof of all qualifying documents as stated above. Tender papers can also be downloaded from the website www.pcbassam.org in which case the cost of tender paper should be submitted along with the tender.

1. Application for Tender Document must be accompanied by the attested copies of the qualifying documents as stated above. Tender documents will be issued on any working day during office hour within the last date of issue of Tender on payment of (non-refundable) **demand draft/ banker's cheque** of Rs. 1000.00 in favour of Member Secretary, Pollution Control Board, Assam payable at Guwahati towards the cost of tender document for each work.
2. The bidders within 7 (seven) days of receipt/downloading of Bidding Document, shall acknowledge the receipt/downloading of the same and confirm his intention to bid for the tendered work as per proforma, **Acknowledgement-Cum-Consent Letter** enclosed in Bidding Document. Bidder also must intimate their intention of not quoting if they are not submitting their Bid within 7 days of receipt/downloading of the Bidding Document positively. The Acknowledgement-cum-consent letter may be sent by Fax or e-mail to: Member Secretary, Pollution Control Board, Assam, Guwahati-21; Fax: 0361-2550259, E-mail- membersecretary@pcbassam.org
3. The earnest money up to Rs. 20.00 lacs shall be deposited along with the tender in the form of **Demand draft/ Banker's cheque** in favour of 'Member Secretary, Pollution Control Board, Assam' payable at 'Guwahati'. The amount in excess of Rs.20.00 lakhs may be deposited along with the tender in the form of Bank Guarantee issued by a scheduled bank in the proforma enclosed in the bid document.
4. Pollution Control Board, Assam reserves the right to not issuing tender papers to any contractor, if in the opinion of the Board, the progress of the ongoing works of the contractor has not been found satisfactory and they will not be able to handle a new work till the completion of their ongoing work(s). PCBA also reserves the right to accept or reject any or all applications for issue of the tender document without assigning any reason thereof.
5. The issue of tender paper to a contractor does not automatically mean that the tenderer is considered qualified for participation in the Tender.
6. The acceptance of tender will rest with the authority of Pollution Control Board, Assam who does not bind itself to accept the lowest tender and reserves itself the right to reject any or all the tenders received without assigning any reason thereof. The work may be allotted in part or whole at the discretion of competent authority of the Board.
7. For all clarifications regarding site conditions, items of works or any other related matters to the tender, Sr. Env. Engineer, Zone-IV, Head Office, PCBA may be contacted during office hours on any working day.

8. In case, the day of submission of the tender happens to be a holiday on account of Govt. notification and tender cannot be received or opened; the tender shall be received and opened on the next working day at the same times.
9. Pre-bid queries should reach the undersigned at least two days ahead of the schedule date of meeting. Any query may be sent through fax/e-mail at the number and e-mail id mentioned hereinabove.
10. The tender document shall be submitted in properly sealed packet/envelop. Name of the Work and Name of Tenderer should be written in Capital letters on the envelop/packet.

Yours faithfully,

Member Secretary(i/c)
Pollution Control Board, Assam
Bamunimaidam, Guwahati-21

PROFORMA FOR ACKNOWLEDGEMENT LETTER OF BIDDING DOCUMENT
(TO BE SUBMITTED IN BIDDER'S OWN LETTER HEAD)

Ref no.

Date:

To
The Member Secretary,
Pollution Control Board, Assam
Bamunimaidam, Guwahati-21

Sub:

Ref: NIT No.

Dear Sir,

We hereby acknowledge receipt of a complete set of bidding document along with all enclosures for the subject work for preparation and submission of the Bid.

We undertake that the contents of the above Bidding document shall be kept confidential, further that specifications and documents shall not be transferred, and that the said documents are to be used only for the purpose for which they are intended.

(A) We intend to bid as requested for the subject works and furnish following details with respect to our quoting office:

- (i) POSTAL ADDRESS :
- (ii) TELEPHONE NUMBER :
- (iii) MOBILE NO. :
- (iv) TELEFAX NUMBER :
- (v) CONTACT PERSON :
- (vi) DESIGNATION :
- (vii) EMAIL ADDRESS :
- (viii) REGISTERED OFFICE :

BIDDER'S NAME :

SIGNATURE:

NAME :

DESIGNATION :

DATE :

GENERAL CONDITIONS OF CONTRACT (GCC)

SECTION – 1

1. Definition of Terms

In the contract document as herein defined where the context so admits, the following words and expressions will have the following meanings:

- 1.1 “The Owner” means the Pollution Control Board, Assam having its registered office at Bamunimaidam, Guwahati-21.
- 1.2 “The Contractor” means the person or the persons, firm or company whose tender has been accepted by the Owner and includes the Contractor’s legal representative, his successor and permitted assignees.
- 1.3 The “Engineer-in-Charge” shall mean the person designated as such by the Owner and shall include those who are expressly authorized by the Owner to act for and on his behalf for operation of this contract.
- 1.4 The “Work” shall mean works to be executed in accordance with the contract or part thereof as the case may be and shall include all extra, additional altered or substituted works as required for the purpose of the contract.
- 1.5 The “Permanent work” means works as handed over to the Owner by the Contractor on completion of the contract.
- 1.6 “Construction Equipment” means all applications and equipment of whatsoever nature for the use in or for the execution, completion, operation or maintenance of the work unless intended to form part of the Permanent work.
- 1.7 “Site” means the areas on which the permanent Works are to be executed or carried out and any other places provided by the Owner for purpose of the contract.
- 1.8 “Contract Document” means collectively the Tender Document, Designs, Drawings, Specifications, agreed variations, if any, and such other documents constituting the tender and acceptance thereof.
- 1.9 “The Sub-Contractor” means any person or firm or Company (other than the Contractor) to whom any part of the work has been entrusted by the Contractor, with the written consent of the Engineer-in-Charge, and the legal personal representatives, successors and permitted assigns of such person, firm or company.
- 1.10 The “Contract” shall mean the Agreement between the Owner and the Contractor for the execution of the works including therein all contract documents.
- 1.11 The “Specification” shall mean the various technical specifications attached and referred in the tender documents. It shall also include the latest edition including all addenda/corrigenda of relevant Indian Standard Specifications published before entering into Contract.
- 1.12 “The Drawings” shall include maps, plans and tracings or prints thereof with any modifications approved in writing by the Engineers-in-Charge and such other drawings as may required , from time to time, or furnished or approved in writing by the Engineer-in-Charge.
- 1.13 The “Tender” means the tender submitted by the Contractor for acceptance by the Owner.
- 1.14 The “Alteration Order” means an order given in writing by Engineer-in-Charge to effect additions to or deletion from and alteration in the work.

- 1.15 The “Completion Certificate” shall mean the certificate to be issued by the Owner when the works have been completed to his satisfaction.
- 1.16 The “Final Certificate’ in relation to a work means the certificate issued by the Owner after the period of liability is over.
- 1.17 The “Period of Liability” in relation to a work means the specified period from the date of issue of completion certificate up to the date of issue of final certificate during which the Contractor stands responsible for rectifying all defects that may appear in the works.
- a. The “Appointing Authority” for the purpose of arbitration shall be the Member Secretary, Pollution Control Board, Assam or any other person so designated by the Owner.
 - b. ‘Tendering period’ means the period from the date of invitation of tender to date of submission of tender.
 - c. ‘Consultant’ means the consultant engaged by the ‘Owner’ for the work which shall be reported to the contractor.

SECTION – 2

2. GENERAL INFORMATION

2.1 Location and Accessibility of Site

2.2 Scope of Work

The scope of work is defined in the special conditions of Contract and specifications. The Contractor shall provide all necessary materials, equipment, labour etc. for the execution and maintenance of the work till completion unless otherwise mentioned in this tender document. All materials required for the work shall be approved by Engineer-in-Charge prior to procurement and use.

2.3 Water Supply

The Contractor will have to make his arrangements for supply of water to his labour camps and for works. All pumping installations, pipe network and distribution system will have to be carried out by the Contractor at his own cost.

2.4 Power Supply

The Contractor will make his own arrangement for his requirement of power to carry out the work. Owner will not be supplying power for this work. All the works by the Contractor in this regard will be done as per the Indian Electricity Act and rules framed there under and as approved by the Engineer-in-Charge.

2.5 Land for Contractor's Field Office, Go-down and Workshop

The Owner will at his own discretion and convenience and for the duration of the execution of the work make available near the site, the land for construction of Contractor's field office, go-downs, workshops and assembly yard required for the execution of the contract. The Contractor shall at his own cost construct all these temporary buildings and provide suitable water supply and sanitary arrangement approved by the Engineer-in-Charge.

2.6 Land for Residential Accommodation

No land for residential accommodation for staff and labour of the Contractor will be made available within the campus.

2.7 Site clearance

On completion of the works undertaken by the Contractor, he shall remove all temporary works erected by him and have the site cleaned as directed by the Engineer-in-Charge. If the Contractor shall fail to comply with these requirements, the Engineer-in-Charge may at the expense of the Contractor remove such surplus and rubbish materials and dispose of the same as he deems fit and get the site cleared as aforesaid; and the Contractor shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such surplus materials disposed off as aforesaid. But the Owner reserves the right to ask the Contractor any time during the pendency of the contract to vacate the land by giving seven days notice on security reasons or on material interest or otherwise.

SECTION - 3

GENERAL INSTRUCTIONS TO TENDERER

3. Submission of Tender

- 3.1 Tender must be submitted in original and without making any additions, alterations and as per details given in other clauses in tender document. The requisite details shall be filled in by the Contractor in page 1 and 2 of Tender document. The rate shall be filled in the Schedule given in this tender document. Reservations, if any, regarding the tender conditions and schedule rates should be clearly brought out in a separate letter.
- 3.2 Addenda/Corrigenda to this tender document, if issued, must be signed and submitted along with the tender document. The tenderer should write clearly the revised quantities in schedule of rates of Tender Document and should price the work based on revised quantities when amendments for quantities are issued in addenda.
- 3.3 The Original tender copy marked duly completed and signed on each page should be submitted along with the offer.
- 3.4 The tender should be placed in doubled sealed covers super-scribing the full name of the work, due date of opening .The full name, postal address of the tenderer shall be written on the bottom left corner of the sealed cover.

4. Documents

- 4.1 The tenders, as submitted, shall consist of the following :
 - (i) Complete set of the “Original Copy” of the tender document as sold duly filled in and signed by the tenderer as prescribed in different clauses of the tender document with all addenda/corrigenda issued duly signed.
 - (ii) Earnest money in the manner specified in clause no. 6 hereof of GCC.
 - (iii) Power of Attorney or a true copy thereof duly attested by Gazetted Officer/ Notary in case an authorized representative has signed the tender, as required under clause 4.5 of GCC.
 - (iv) Income tax clearance and sales tax clearance certificates in original or their true copies duly attested by Government Gazetted Officer.
 - (v) Information regarding tenderers in the Performa enclosed under the head “Information about Tenderer “.
 - (vi) Details of work of similar type and magnitude carried out by Tenderer in the Performa enclosed.
 - (vii) Organization chart giving details of field management at site proposed by the tenderer for this work.
 - (viii) Details of construction plant and equipment available with the Tenderer for use in this work in Performa enclosed under the head “Information Regarding Equipment which the Tenderer proposes to use for this work.”
 - (ix) Solvency Certificate from a Scheduled bank to prove the financial ability to carry out the work tendered for.
 - (x) The tenderer shall submit copies of PAN, VAT, registration under EPF and MP Act1952, ESIC, Service tax whatever is applicable to this contract.

4.2 All pages to be initialed

All the pages of tender document shall be initialed at the lower right hand corner and signed wherever required in the tender by the tenderer or by a person holding power of attorney authorizing him to sign on behalf of the tenderer before submission of tender.

4.3 Rates should be in Figures and Words

The tenderer should quote in English both in figures and words, the rates and amounts tendered by him in the schedule of rates for each item and in such a way that insertion is not possible. However, should there be any discrepancy between the rates in figures and in words the rates in words shall be considered as correct. The amount for each item should be worked out and entered and requisite total given of all items both in figures and words. The tendered amount for the work shall be entered in the tender and duly signed by the tenderer.

4.4 Corrections and Erasures

All corrections and alterations in the entries of tender document will be signed in full by the tenderer with date. No erasures or over-writings are permissible.

4.5 Signature of Tenderer

- 4.5.1** The tender shall contain the name, residence and place of business of person or persons making the tender and shall be signed by the tenderer with his usual signature. Partnership firms shall furnish the full name of all partners in the tender. It should be signed in the partnerships name by all the partners or by duly authorized representative followed by the name and designation of the person signing. Tender by a corporation shall be signed by an authorized representative and a power of attorney in that behalf shall accompany the tender. A copy of the constitution of the firm with names of all partners shall be furnished.

4.6 Witness

Witness and sureties shall be persons of status and property and their names, occupation and address shall be stated below their signature.

4.7 Details of Experience

The tenderer should enclose documents to show that he has previous experience in having successfully completed in the recent past works of the same nature, together with the names of Owners, location of sites and values of contract.

5. Transfer of Tender Documents

Transfer of tender documents purchased by one tenderer to another tenderer is not permissible.

6. Earnest Money deposit (EMD)

The tenderer shall pay Earnest money as given in the detailed Notice Inviting Tender. Tenders without EMD are liable to be rejected. The Earnest Money up to Rs. 20.00 lacs shall be paid in Demand Draft/ Banker's cheque only and amount exceeding Rs. 20.00 lacs may be paid in the form of Bank Guarantee from any Nationalized / Schedule Bank in favour of "Member Secretary, Pollution Control Board, Assam" payable at 'Guwahati'.

Note : No interest shall be paid by the Owner on the Earnest Money deposited by the tenderer. The earnest money of the unsuccessful tenderers will be refunded within a period of 120 days from the date of award of the contract.

The earnest money deposited by successful tenderer will remain towards the security deposit for the fulfillment of the contract but shall be forfeited if the tenderer fails to deposit the requisite initial security deposit as per clause no. 10 herein under and or fails to execute the agreement within 25 days from the date of issue of the Letter of Intent.

7. Validity

Tenders submitted shall remain valid for acceptance for a period of **120 days** from the date of opening of the tender. The tenderer shall not be entitled during the said period of 120 days, without the consent in writing of the Owner, to revoke; or cancel his tender or to vary the tender given or any term thereof. In case of tenderer revoking or cancelling his tender or varying any term in regard thereof without the consent of Owner in writing, the Owner shall forfeit earnest money paid by him along with tender.

8. Addenda/Corrigenda :

8.1 Addenda/Corrigenda to the tender document may be issued prior to the date of opening of the tenders to clarify documents or to reflect modification in the design or contract terms

8.2 Each addenda/Corrigenda issued by the Owner will be distributed in duplicate to each person or organization to whom a set of tender documents has been issued. Each tenderer will retain one copy of each addenda/Corrigenda for submission along with his tender and return one signed copy to the Engineer-in-Charge as acknowledgement of receipt of the same. All addenda/Corrigenda issued by the Owner shall become part of tender Documents.

9. Right of Owner to Accept or Reject Tender:

The right to accept the tender will rest on the Owner. The Owner, however, does not bind itself to accept the lowest tender, and reserves to itself authority to reject any or all the tenders received without assigning any reason whatsoever.

Tenders in which any of the particulars and prescribed information are missing or are incomplete in any respect and/or the prescribed conditions are not fulfilled are liable to be rejected.

Canvassing in connection with tenders is strictly prohibited and tender submitted by the Tenderer who resort to canvassing will be liable to rejection.

10. Security Deposit

The person/persons whose tender may be accepted (hereafter called the Contractor) shall within 15 days from the date of issue of the Letter of Intent, remit the initial security deposit of 2 % of the accepted value of the tender to the Pollution Control Board, Assam in the manner stipulated in clause 19 of General Conditions of Contract.

11. Time Schedule

The time allowed for carrying out the job is as shown in this document. This shall be signed and submitted along with the tender. Requests for revision for construction time after tenders are opened will not be received for consideration.

12. Collection of Data Tenderer's Responsibility

The tenderer shall visit the site and acquaint himself fully of the site and no claims whatsoever will be entertained on the plea of ignorance or difficulties involved in execution of work or carriage of materials.

13. Retired Government and Board Officer

No Engineer of Gazetted rank or other Gazetted Officer, employed in Engineering or Administrative duties in an Engineering Department of the State/Central Government or of the Owner is allowed to work as Contractor for a period of two years after his retirement from Government Service, or from the employment of the Owner without the previous permission of the Owner. The contract, if awarded, is liable to be cancelled if either the Contractor or any of his employees is found at any time to be such a person, who had not obtained the permission of the State/Central Government or the Owner as aforesaid before submission of tender or engagement in the Contractor's service as the case may be.

14. Signing of the Contract

The successful tenderer shall be required to execute an agreement in the Performa attached with tender document within 25 days from the date of issue of the Letter of Intent. In the event of failure on the part of the successful tenderer to sign the agreement within the above-stipulated period, the earnest money or his initial security deposit shall be forfeited and the acceptance of the tender shall be considered as cancelled.

15. Field Management

15.1 The field management will be the responsibility of the Engineer-in-Charge who will be nominated by the Owner. The Engineer-in-Charge may also authorize his representatives to perform his duties and functions.

15.2 Clause 63 of the General Conditions of Contract shall be referred to in this connection.

15.3 Co-ordination of Work

The Engineer-in-Charge shall co-ordinate the works of various agencies engaged at site to ensure minimum disruption of work carried out by different agencies. It shall be the responsibility of the Contractor to plan and execute the works strictly in accordance with site instructions to avoid hindrance to the work being executed by other agencies.

SECTION - 4

GENERAL OBLIGATIONS

16. Interpretation of Contract Documents

16.1 Except if and to the extent otherwise provided by the Contract, the provisions of the General Conditions of Contract and special conditions shall prevail over those of any other documents forming part of the contract. Several documents forming the contract are to be taken as mutually explanatory. If there be any discrepancy, inconsistency, error or omission in the contract or any of them the matter may be referred to the Engineer-in-Charge who shall give his decisions and issue to the Contractor instructions directing in what manner the work is to be carried out. The decision of the Engineer-in-Charge shall be final and conclusive and the Contractor shall carry out work in accordance with this decision.

16.2 Works shown upon the drawing but not mentioned in the specifications or described in the specifications without being shown on the drawing shall nevertheless be held to be included in the same manner as if they had been specifically shown upon the drawing and described in the specifications.

16.3 Headings and Marginal Notes

All headings and marginal notes to the clause of these General Conditions of Contract or to the specifications or to any other tender document are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof of the contract.

16.4 Singular and Plural

In these contract documents unless otherwise stated specifically, the singular shall include the plural and vice-versa wherever the context so requires. Words imputing persons shall include relevant corporate companies/registered associations/body of individuals/firm of partnership.

17. Special Conditions of Contract

17.1 Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, specifications of work, Drawings any other documents forming part of this contract wherever the context so requires.

17.2 Notwithstanding the subdivision of the documents into these separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the contract so far as it may be practicable to do so.

17.3 Where any portion of the General Conditions of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract then, unless a different intention appears the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations prevail.

17.4 Wherever it is mentioned in the specifications that the Contractor shall perform certain work or provide certain facilities, it is understood that the Contractor shall do so at his cost.

17.5 The materials, design and workmanship shall satisfy the relevant Indian Standards, the job specifications contained herein and codes referred to. Where the job specifications stipulate requirements in addition to those contained in the standard codes and specifications stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.

18 Contractor to Obtain His Own Information

The Contractor in fixing his rate shall for all purposes whatsoever be deemed to have himself independently obtained all necessary information for the purpose of preparing his tender. The correctness of the details, given in the Tender Document to help the Contractor to make up the tender is not guaranteed.

The Contractor shall be deemed to have examined the Contract Documents to have generally obtained his own information in all matters whatsoever that might affect the carrying out the works at the scheduled rates and to have satisfied himself to the sufficiency of his tender. Any error in description of item and quantity or omission there from shall not vitiate the contract or release the Contractor from executing the work comprised in the contract according to drawings and specifications at the scheduled rates. He is deemed to have known the scope, nature and magnitude of the works and the requirements of materials and labour involved etc., and as to what all works he has to complete in accordance with the contract documents whatever be the defects, omission or errors that may be found in the Contract documents. The Contractor shall be deemed to have visited surroundings to have satisfied himself to the nature of all existing structures, if any, and also as to the nature and the conditions of the Railways, roads, bridges and culverts, means of transports and communications, whether by land, water or air, and as to possible interruptions thereto and the access to and egress from the site, to have made enquiries, examined and satisfied himself as to the sites for obtaining sand stones, bricks and other materials, the site for disposal of surplus materials, the available accommodation as to whatever required, depots and such other buildings as may be necessary for executing and completing the works, to have made local independent enquiries as to the sub-soil, subsoil water and variations thereof, storms, prevailing winds, climatic conditions and all other similar matters affecting these works. He is deemed to have acquainted himself as to his liability for payment of Government taxes, customs duty and other charges.

Any neglect or failure on the part of the Contractor in obtaining necessary and reliable information upon the foregoing or any other matters affecting the contract shall not relieve him from any risks or liabilities or the entire responsibility from completion of the works at the schedule rates and time in strict accordance with the contract documents.

No verbal agreement or inference from conversation with any officer or employees of the Owner either before or after the execution of the contract agreement shall in any way affect or modify any of the terms of obligations herein contained.

19 Security Deposit

- 19.1 A sum of 10% of the accepted value of the tender shall be deposited by the person/persons (hereafter called the Contractor) as security deposit with the Owner. This may be deposited initially at 2% of the value of the contract (referred as initial Security Deposit) within 15 days from the date of issue of Letter of Intent and the balance 8% will be recovered in installments through deductions @ 10% of the value of each running account bill till the total security deposit amount is collected, after which no further deductions from bills will be made on this account, subject to Cl. 19.3 below.

The earnest money deposited with the tender shall be adjusted towards security deposit, provided it is furnished in demand draft only.

Alternatively, the Contractor may, at his option, deposit the full amount of 10% of the accepted value of the tender towards the security deposit within 15 days from the date of issue of the Letter of Intent.

- 19.2 The Contractor shall furnish the initial security deposit amount equivalent to 2% of the accepted value of work in the form of Demand draft / Banker's Cheque in favour of "Pollution Control Board, Assam" payable at Guwahati. Security deposit recovered in cash in excess of 50% of the security deposit including the initial security deposit of 2% may be later on converted at the request of the contractor to either interest bearing Govt. securities or FDR of a scheduled "A" bank duly endorsed in favour of "Pollution Control Board, Assam" and hypothecated with the Owner or may be replaced by a bank guarantee of a scheduled "A" bank.
- 19.3 If the Contractor/Subcontractor or their employees shall break, deface or destroy any property belonging to the Owner or others during the execution of the contract, the same shall be made good by the Contractor at his own expenses and in default thereof, the Engineer-in Charge may cause the same to be made good by other agencies and recover expenses from the Contractor (for which the certificate of the Engineer-in-Charge shall be final).
- 19.4 All compensation or other sums of money payable by the Contractor to the Owner under terms of this contract may be deducted from or paid by the sale of a sufficient part of his security deposit or from any sums which may be due or may become due to the Contractor by the Owner on any account whatsoever and in the event of his security deposit being reduced by reasons of any such deductions or sale of aforesaid, the Contractor shall within ten days thereafter make good in cash, bank drafts or Government securities endorsed as aforesaid any sum or sums which may have been deducted from or realized by sale of his Security Deposit, or any part thereof. No interest shall be payable by the Owner from sums deposited as security deposit.
- 19.5 Half of the security deposit for the job concerned may however be refunded after the expiry of half the period of liability for that particular Job, at the discretion of the Engineer-in-charge and the balance half on the full period of liability.

20. Time of performance

- 20.1 The work covered by this contract shall be commenced from the 25th day from the date of issue of the Letter of Intent and be completed in stages on or before the dates as mentioned in the time schedule of completion of work. The Contractor should bear in mind that time is the essence of this agreement, unless such time is extended pursuant to the provision of clause No. 22. Request for revision of construction time after tenders are opened will not receive any consideration.

20.2 Time Schedule of Construction

The general time schedule of construction is given in the tender document. The Contractor should prepare a detailed monthly or weekly construction programme jointly with the Engineer-in-Charge within one month from the date of issue of Letter of Intent or acceptance of tender. The work shall be executed strictly as per the time schedule given in this document. The period of construction given includes the time required for testing, rectifications, if any, retesting and completion in all respects to the entire satisfaction of the Engineer-in-Charge.

21. Force Majeure

Any delays in or failure of the performance of either party hereto shall not constitute default hereunder or give rise to any claims for damages, if any, to the extent such delays or failure of performance is caused by occurrences such as Acts of God or the public enemy, expropriation or confiscation of facilities by Government authorities, compliance with any order or request of any Governmental authorities, acts of war, rebellion or sabotage or fires, floods, explosions' riots or illegal strikes.

22. Extension of Time

If the Contractor shall desire an extension of the time for completion of the work on the grounds of his having been unavoidably hindered in its execution or on any other grounds, he shall apply in writing to the Engineer-in-Charge within ten days of the date of the hindrance on account of which he desires such extension as aforesaid, and the Engineer-in-Charge shall, if in his opinion (which shall be final) reasonable grounds have been shown thereof, authorize such extension of time as may, in his opinion be necessary or proper without any extra cost / liability to the Owner.

No compensation for any resources, labourer etc. brought to site' in idle period will be paid to contractor.

23. Compensation for Delay

23.1 The time allowed for carrying out the works as entered in the Contract shall be strictly observed by the Contractor. The work shall throughout the stipulated period of the contract be proceeded with all the diligence (time being deemed to be the essence of the contract), and the Contractor shall pay to the Owner as compensation, an amount equal to 1% or such smaller amount as the Engineer-in-charge (whose decision in writing shall be final), may decide on the amount of the contract value for every week that the work may remain incomplete as per the time schedule, subject to a maximum compensation of 10% of the contract value after which prior action will be taken by the Engineer-in-Charge under the provisions of the Contract.

23.2 To ensure good progress during the execution of the work, the Contractor shall be bound, in all cases in which the time allowed for any work exceeds one month, to complete one-fifth of the work before one-fourth of the time allowed under the contract has elapsed, three-eighth of the work before one-half of such time has elapsed and three-fourth of the work before three-fourth of such time has elapsed. In the event of the Contractor failing to comply with this condition, he shall be liable to pay as compensation an amount as stipulated above. The compensation so paid shall not relieve the Contractor from his obligations to complete the work or from any other obligations and liabilities under the contract.

24. Sum Payable by Way of Compensation to be considered as Reasonable Compensation without Reference to Actual Loss

All sums payable by way of compensation under any of the conditions shall be considered as reasonable compensation without reference to the actual loss or damage, which shall have been sustained.

25. Rights of the Owner to Forfeit Security Deposit

Wherever any claim against the Contractor for the payment of a sum of money arises out of or under the contract, the Owner shall be entitled to recover such by appropriating in part or whole, the security deposit of the Contractor, and to sell any Government Securities etc. forming whole or part of such security. In the event of the security being insufficient or if no security has been taken from the Contractor, then the balance or the total sum recoverable, as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the Contractor. The Contractor shall pay to the Owner on demand any balance remaining due.

26. Failure by the Contractor to Comply with the Provisions of the Contract:

26.1. If the contractor refuses or fails to execute the WORK or any part thereof with such diligence as will ensure its completion within the time specified in the contract or extension thereof or fails to perform any of this obligation under the Contract or in any manner commits a breach of any of the provisions of the Contract, it shall be open to the Owner at its option by written notice to the contractor, by registered post or recorded delivery specifying the default.

a) to determine the Contract in which event the Contract shall stand terminated and shall cease to be in force and effect on and from the date appointed by the Owner on that behalf, whereupon the Contractor shall stop forth with any of the Contractor's work then in progress, except such WORK as the Owner may, in writing, require to be done to safeguard any property or WORK, or installations from damage, and the OWNER, for its, part, may take over the work remaining unfinished by the Contractor and complete the same through a fresh Contractor or by other means at the risk and cost of the Contractor, and the contractor or any of his sureties if any, shall be liable to the Owner for any excess cost occasioned by such work having to be so taken over and completed by the Owner over and above the cost, at rates specified in the Schedule of Quantities and rate/ prices.

In the event of incompleted work being completed by other agency, the excess cost incurred shall be recovered from the contractor and in this regard decision of the 'Owner' shall be final and binding.

Or

b) Without determining the Contract to take over the work of the Contractor or any part thereof and complete the same through a fresh Contractor or by other means at the risk and cost of the Contractor. The contractor and any of his sureties are liable to the Owner for any excess cost over and above the cost as worked out in terms of the Contract, occasioned by such works having been taken over and completed by Owner.

26.2 In such events as above:

a) The whole or part of the security deposit furnished by the Contractor is liable to be forfeited without prejudice to the right of the Owner to recover from the Contractor the excess cost referred to in the sub-clause aforesaid, the Owner shall also have the right of taking possession and utilizing in completing the works or any part thereof, such materials, equipment and plants available at work site belonging to the Contractor as may be necessary and the Contractor shall not be entitled for any compensation for use or damage to such materials, equipment and plant.

b) The amount that may have become due to the Contractor on account to work already executed by him shall not be payable to him until after the expiry of six (6) calendar months reckoned from the date of termination of Contract or from the taking over the WORK or part thereof by the Owner as the case may be, during which period the responsibility for faulty materials or workmanship in respect of such work shall under the Contract, rest exclusively with the contractor. This amount shall be subject to deduction of any amounts due from the Contractor to the Owner under the terms of the Contract authorised or required to be reserved or retained by the owner.

26.3 Before determining the Contract, provided in the judgment of the Owner, the default or defaults committed by the Contractor is/ are curable and can be cured by the contractor if an opportunity is given to him, then the Owner may issue notice in writing calling the Contractor to cure the default within such time specified in the notice.

26.4 The Owner shall also have the right to proceed or take action as per above, in the event that the Contractor becomes bankrupt, insolvent, compounds with his creditors assigns the Contract in favour of his creditors or any other person or persons or being a company or a corporation goes into voluntary liquidation, provided that in the said events it shall not be necessary for the Owner to give any prior notice to the Contractor.

26.5 Termination of the Contract as provided for in sub-clause 26.1 (a) above shall not prejudice or affect the rights of the Owner which may have accrued upto the date of such termination.

27. Contractor Remains Liable to Pay Compensation if Action not Taken under Clause 26.

In any case in which any of the powers conferred upon the Owner by clause 26 thereof shall have become exercisable and the same had not been exercised, the non exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any further case of default by the Contractor for which by any clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the Contractor for past and future compensation shall remain unaffected. In the event of the Owner putting in force the powers under sub-clause (a), (b) or (c) vested in him under the preceding clause he may, if he so desires, take possession of all or any tools & plants, materials and stores in or upon the works or the site thereof belonging to the Contractor or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account at the contract rates or in case of these not being applicable at current market rates to be certified by the Engineer-in-Charge whose certificate thereof shall be final, otherwise the Engineer-in-Charge may give notice in writing to the Contractor or his clerk of the works, foreman or other authorized agent, requiring him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice), and in the event of the Contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the Contractor's expense or sell them by auction or private sale on account of the Contractor and at his risk in all respects without any further notice as to the date, time or place of sale and the certificate of the Engineer-in-Charge as to the expense of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the Contractor.

28. No Compensation for Alteration in or Restriction of Work

If at any time from the commencement of the work the Owner shall for any reason whatsoever not require the whole or part thereof as specified in the tender to be carried out the Engineer-in-Charge shall give notice in writing of the fact to the Contractor, who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full, but which he did not derive in consequence of full amount of the work not having been carried out neither shall he have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

29. Change in Constitution

Where the Contractor is a partnership firm the prior approval, in writing, of the Owner shall be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual or a Hindu undivided family business concern, such approval as aforesaid shall, likewise be obtained before such a Contractor enters into any agreement with other parties, where under the reconstituted firm would have right to carry out the work hereby undertaken by the Contractor. In either case if prior approval as aforesaid is not obtained, the contract shall be deemed to have been allotted in contravention of clause 35 hereof and the same action may be taken and the same consequence shall ensue as provided in the said clause.

30. If the Contractor Dies

Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, the Owner shall have the option of terminating the contract without compensation to the contract.

31. Members of the Owner not individually Liable

No employee of the Owner shall in any way be personally bound or liable for the acts or obligations of the Owner under the contract or answerable for any default or omission in the observance or performance of any of the matters or things which are herein contained.

32. Owner not Bound by Personal Representations

The Contractor shall not be entitled to any increase on the schedule rates or any other right or claim whatsoever by reason of representation, explanation or statement or alleged representation, promise or guarantees given or alleged to have been given to him by any person.

33. Contractor's Office at Site

The Contractor shall provide and maintain an Office at the site for the accommodation of his agent and staff and such office shall be open at all reasonable hours to receive instructions notices or other communications.

34. Contractor's Subordinate Staff and their Conduct

34.1 The Contractor, on or after award of the work shall name and depute qualified Engineers having sufficient experience in carrying out work of similar nature, to whom the equipments, materials, if any, shall be issued and instructions for works given. The Contractor shall also provide to the satisfaction of the Engineer-in-charge sufficient and qualified staff to superintend the execution of the works, competent sub-agents, foremen and leading hands including those specially qualified by previous experience to supervise the types of works comprised in the contract in such manner as will ensure work of the best quality, expeditious working. Whenever in the opinion of the Engineer-in-charge additional properly qualified supervisory staff is considered necessary, they shall be employed by the Contractor without additional charge on account thereof. The Contractor shall ensure to the satisfaction of the Engineer-in-charge that sub-contractors, if any, shall provide competent and efficient supervision over the work entrusted to them.

34.2 If and whenever any of the Contractor's or sub-Contractor's agents, sub-agents, assistants, foremen or other employees shall in the opinion of Engineer-in-Charge be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that in the opinion of the Owner or the Engineer-in-Charge, it is undesirable for administrative or any other reason for such person or persons to be employed in the works, the Contractor, if so directed by the Engineer-in-charge, shall at once remove such person or persons from employment thereon. Any person or persons so removed from the works shall not again be employed in connection with the works without the written permission of the Engineer-in-Charge. Any person so removed from the works shall be immediately replaced at the expense of the Contractor by a qualified and competent substitute. Should the Contractor be requested to repatriate any person removed from the works he shall do so and shall bear all costs in connection herewith.

34.3 The Contractor shall be responsible for the proper behavior of all the staff, foremen, workmen and others and shall exercise a proper degree of control over them and in particular and without prejudice to the said generality, the Contractor shall be bound to prohibit and prevent any employees from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of land and properties in the neighborhood and in the event of such employee so trespassing, the Contractor shall be responsible therefore and relieve the Owner of all consequent claims or actions for damages or injury or any other grounds whatsoever.

The decision of the Engineer-in-Charge upon any matter arising under this clause shall be final.

- 34.4** If and when required by the Owner all the Contractor's personnel entering upon the Owner's premises shall be properly identified by badges of a type acceptable to the Owner which must be worn at all times on the Owner's premises.

35. Sub-letting of Work

- (i) No part of the contract nor any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the Contractor directly or indirectly to any person, firm or corporation whosoever except as provided for in the succeeding sub-clause, without the consent in writing of the Owner.

(ii) **Sub-Contracts for Temporary Works etc.**

The Owner may give written consent to sub-contract for the execution of any part of the works at the site, being entered into by the Contractor provided each individual sub-contract is submitted to the Engineer-in-charge before entered into and is approved by him.

(iii) **List of Sub-Contractors to be Supplied**

At the commencement of every month the Contractor shall furnish to the Engineer-in-Charge list of all sub-Contractors or other persons or firms charged by the Contractor and working at the site during the previous month with particulars of the general nature of the sub-contract of works.

(iv) **Contractor's Liability not Limited by Sub-Contractors**

Notwithstanding any sub-letting with such approval as aforesaid and notwithstanding that the Engineer-in-Charge shall have received copies of any sub-contracts, the Contractor shall be and shall remain solely responsible for the quality and proper and expeditious execution of works and the performance of all the conditions of the contract in all respects as if such sub-letting or sub-contracting had not taken place and as if such work had been done directly by the Contractor.

(v) **Owner may Terminate Sub-Contracts**

If any sub-Contractor engaged upon the works at the site executes any work which in the opinion of the Engineer-in-charge is not in accordance with the contract documents, the Owner may by written notice to the Contractor request him to terminate such sub-contract and the Contractor upon the receipt of such notice shall terminate such sub-contract and the latter forthwith leave the works, failing which the Owner shall have the right to remove such sub-Contractors from the site.

(vi) **No Remedy for Action Taken under this Clause**

No action taken by the Owner under the clause shall relieve the Contractor of any of his liabilities under the contract or give rise to any right to compensation, extension of time or otherwise, failing which the Owner shall have the right to remove such sub-Contractors from the site.

36. Power of Entry

If the Contractor shall not commence the work in the manner previously described in the contract documents or if he shall at any time in the opinion of the Engineer-in-Charge

- (i) fail to carry out the works in conformity with the contract documents, or
(ii) fail to carry out the works in accordance with the time schedule, or

- (iii) Substantially suspend work or the works for a period of fourteen days without authority from the Engineer-in-charge, or
- (iv) Fail to carry out and execute the works to the satisfaction of the Engineer-in-Charge, or
- (v) Fail to supply sufficient or suitable constructional plant, temporary works, labour, materials or things, or
- (vi) commit or suffer or permit any other breach of any of the provisions of the contract on his part to be performed or observed or persist in any of the above mentioned breaches of the contract for the fourteen days, after notice in writing shall have been given to the Contractor by the Engineer-in-Charge requiring such breach to be remedied, or
- (vii) if the Contractor shall abandon the works, or
- (viii) if the Contractor during the continuance of the contract shall become bankrupt, make any arrangement or composition with his creditors, or permit any execution to be levied or go into liquidation whether compulsory or voluntary not being merely a voluntary liquidation for the purpose of amalgamation or reconstruction then in any such case, the Owner shall have the power to enter upon the works and take possession thereof and of the materials, temporary works, constructional plant, and stock thereon, and to revoke the Contractor's license to use the same, and to complete the work by his agents, other Contractors or workmen, or to relate the same upon any terms and to such other person firm or corporation as the Owner in his absolute discretion may think proper to employ and for the purpose aforesaid to use or authorize the use of any materials, temporary works constructional plant, and stock as aforesaid, without making payment or allowance to the Contractor for the said materials other than such as may be certified in writing by the Engineer-in-charge to be reasonable, and without making any payment or allowance to the Contractor for the use of temporary said works, constructional plant and stock or being liable for any loss or damage thereto, and if the Owner shall by reason of his taking possession of the works or of the works being completed by other Contractor (due account being taken of any such extra work or works which may be omitted) then the amount of such excess as certified by the Engineer-in-charge shall be deducted from any money which may be due for work done by the Contractor under the contract and not paid for. Any deficiency shall forth with be made good and paid to the Owner by the Contractor and the Owner shall have power to sell in such manner and for such price as he may think fit all or any of the constructional plant, materials etc. constructed by or belonging to and to recoup and retain the said deficiency or any part thereof out of the proceeds of the sale.

37. Contractor's responsibility with the Mechanical, Electrical Intercommunication System, Air Conditioning Contractors and other Agencies

Without repugnance to any other conditions, it shall be the responsibility of the Contractor executing the work of Civil construction to work in close corporation and coordinate the works with the mechanical, electrical, air conditioning and intercommunication Contractor's and other agencies or their authorize representatives in providing the necessary grooves, recesses, cuts and openings etc., in wall, slaves, beams and columns etc. and making good the same to the desired finish as per specifications, for the placement of electrical, intercommunication cables, conduits, air conditioning inlets and outlets grills and other equipments etc. where required. For the above said requirements in the false ceiling and other partition, the Contractor before starting up the work shall in consultation with the electrical, mechanical, intercommunication, air conditioning Contractors and other agencies prepare and put

up a joint scheme, showing the necessary openings, grooves recesses, cuts the methods of fixing required for the works of the aforesaid, and the finishes therein, to the Engineer-in Charge and get the approval. The Contractor before finally submitting the scheme to the Engineer-in-Charge, shall have the retain agreement of the other agencies. The Engineer-in-charge before communicating his approval of the scheme, with any required modifications, shall get the final agreement of all the agencies, which shall be binding. No claim shall be entertained on account of the above. The Contractor shall conform in all respects with the provisions of any statutory regulations, ordinances or by laws of any local or duly constituted authorities of public bodies which may be applicable from time to time to the workers or any temporary works. The Contractors shall give the Owner indemnified against all penalties and liabilities of every kind, arising out of non-adherence to such statutes, ordinances, laws, rules, regulations etc.

38. Other Agencies at Site

The Contractor shall have to execute the work in such place and condition where other agencies will also be engaged for other works such as site grading, filling and leveling, electrical and mechanical engineering works, etc. No claim shall be entertain due to work being executed in the above circumstances.

39. Notices

Any notice here under may be served on the Contractor or his duly authorized representative at the job site or may be served by registered mail direct to the address furnished by the Contractor. Proof of issue of any such notice could be conclusive of the Contractor having been duly informed of all contents therein.

40. Rights of Various Interests

- (i) The Owner reserves the right to distribute the work between more than one Contractors. The Contractor shall corporate and afford other Contractors reasonable opportunity for access to the works for the carriage and storage of materials and execution of their works.
- (ii) Wherever the work being done by any department of the Owner or by other Contractors employed by the Owner is contingent upon work covered by this contract, the respective rights of the various interests involved shall be determined by the Engineer-in-charge to secure the completion of the various portion to the work in general harmony.

41. Right of Owner to Determine/Terminate contract

- (i) Owner shall, at any time, be entitled to determine and terminate the contract, if in the opinion of the Owner the cessation of the work becomes necessary owing to paucity of funds or for any other cause whatsoever, in which case the cost of approved materials at the site at current market rates as verified and approved by Engineer-in-Charge and of the value of the work done to date by the Contractor shall be paid for in full at the rates specified in the contract. A notice in writing from the Owner to the Contractor of such determination and termination and the reason, therefore shall be the conclusive proof of the fact that the contract has been so determined and/terminated by the Owner.
- (ii) Should the contract be determined under sub-clause (i) of this clause and the Contractor claims payments to compensate expenditure incurred by him in the expectation of completing the whole of the work, the Owner shall consider and admit such claim as are deemed fair and reasonable and are supported by vouchers to the satisfaction of the Engineer-in-Charge. The Owner's decision on the necessity and

propriety of any such expenditure shall be final and conclusive and binding on the Contractor.

42. Patents and Royalties

The Contractor, if licensed under any patent covering equipment, machinery, materials or compositions of matter to be used or supplied or methods and process to be practiced or employed in the performance of this contract, agrees to pay all royalties and license fees which may be due with respect thereto. If any equipment, machinery, materials or composition of matters to be used on, supplied or methods and processes to be practiced or employed in the performance of this contract, is covered by the patent under which the Contractor is not licensed than the Contractor before supplying or using the equipment, machinery, materials, composition method or processes shall obtain such licenses and pay such royalties and license fees as may be necessary for performances of this contract. In the event the Contractor fails to pay any such royalty or obtain any such license, any suit for infringement of such patents which is brought against the Contractor or the Owner as a result of such failure will be defended by the Contractor at this own expense and the Contractor will pay any damages and costs awarded on such suit. The Contractor shall promptly notify the Owner if the Contractor has acquired knowledge of any plant under which a suit for infringement would be reasonably brought because of the use by the Owner of any equipment, machinery, materials, process, methods to be supplied hereunder. The Contractor agrees to and does hereby grant to Owner, together with the right to extent the same to any of the subsidiaries of the Owner as irrevocable royalty-free license to use in any country, any invention made by the Contractor or his employee in or as a result of the performance of the work under the contract.

The Owner shall indemnify and save harmless the Contractor from any loss on account of claims against Contractor for the contributory infringement of patent rights arising out and based upon the claim that the use by the Owner of the process included in the design prepared by the Owner and used in the operation of the plant infringes on any patent right with respect to any sub-contract entered into by Contractor pursuant to the provision of the relevant clause thereof, the Contractor shall obtain from the sub-Contractor and undertaking to provide the Owner with the same patent protection that Contractor is required to provide under the provisions of the clause.

43. Liens

If, at any time, there should evidence any lien of claim for which the Owner might have become liable and which is chargeable to the Contractor, the Owner shall have the right to retain out of any payment any due or thereafter to become due an amount sufficient to completely indemnify the Owner against such lien or claim and if such lien or claim be valid the Owner may pay and discharge the same and deduct the amount so paid from any money which may be or may become due and payable to the Contractor. If any lien or claim remain un-settled after all payments are made, the Contractor shall/ refund or pay to the Owner all moneys that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses.

SECTION – 5

PERFORMANCE OF WORK

44. Execution of works

All the works shall be executed in strict conformity with the provisions of the contract documents and with such explanatory detail drawings, specifications and instructions as may be furnished from time to time to the Contractor by the Engineer-in-Charge whether mentioned in the contract or not. The Contractor shall be responsible for ensuring that works throughout are executed in the most substantial proper and workman light manner with the quality of material and workmanship in strict accordance with specifications and to the entire satisfaction of the Engineer-in-Charge.

45. Coordination and inspection of works

The coordination and inspection of the day-today work under the contract shall be responsibility of the Engineer-in-Charge. The written instructions regarding any particular job will normally be passed by the Engineer-in-Charge or his authorized representative. A work order book will be maintained by the Contractor for each sector in which the aforesaid written instruction will be entered. This will be signed by the Contractor or his authorized representative by way of acknowledgement within 12 hours.

46. Work in monsoon and dewatering

- 46.1. The completion of the work may entail working in monsoon also. The Contractor must maintain minimum labour force as may be required for the job and plan and execute the construction and erection according to the prescribed schedule. No extra rate will be considered such work in monsoon.
- 46.2. During monsoon and other period, it shall be the responsibility of the Contractor to keep the construction work site free from water at his own cost.

47. Work Sundays and holidays

For caring our work on Sundays and holidays, the Contractor will approached the Engineer-in-Charge or his representative at least two days in advance and obtain permission in writing.

48. General conditions for construction and erection mark

- 48.1. The working time at the time of work is 48 hours per week. Over timework is permitted in cases of need and the Owner will not compensate the same. Shift working at 2 or 3 shifts per day will become necessary and the Contractor should take this aspect in to consideration for formulating his rates for quotation. No extra claims will be entertained by the Owner on this account.
- 48.2. The Contractor must arrange for the placement of workers in such a way that delayed completion of the work or any part thereof for any reason whatsoever will not effect their proper employment. The Owner will not entertain any claim for idle time payment whatsoever.
- 48.3. The Contractor shall submit to the Owner reports at regular intervals regarding the state and progress of work. The details and proforma of the report will be mutually agreed after the award of the contract.

49. Drawings to be supplied by the Owner.

- 49.1. Where drawings are attached with a tender, this shall be for the general guidance of the Contractor to enable him to visualize the type of work contemplated and scope of work involved. The Contractor will be deemed to have studied the drawings and formed an idea about the work involved.
- 49.2 Detailed working drawing on the basis of which actual execution of the work is to proceed will be furnished from time to time during the progress of work. The Contractor shall be deemed to have gone through the drawings supplied to him thoroughly and carefully and in conjunction with all other connected drawings and bring to the notice of the Engineer-in-Charge discrepancies, if any, therein before actually carrying out the work.
- 49.3. Copies of all detailed working drawings relating to the works shall kept at the Contractor's office on the site and shall be made available to the Engineer-in-Charge at any time during the contract. The drawings and other documents issued by the Owner shall be returned to the Owner on the completion of the work.

50. Drawings to be supplied by the Contractor.

- 50.1 Where drawings/ data are to be furnished by the Contractor, they shall be as enumerated in the special conditions of contract, and shall be furnished within the specified time.
- 50.2. Where approval of drawings before manufacture/ construction/ fabrication has been specified, it shall be the Contractor's responsibility to have these drawings prepared as per the direction of the Engineer-in-Charge and got approved before proceeding with the manufacture/ construction/ fabrication as the case may be. Any change that may have become necessary in these drawings during the execution of the work shall have to be carried out by the Contractor to the satisfaction of the Engineer-in-Charge at no extra cost. All final drawings shall bear the certification stamp as indicated below, duly signed by both the Contractor and the Engineer-in-Charge.

"Certified true for

..... Project

Agreement No.....

Signed.....

.....

(Contractor)

(Engineer-in-Charge)

- 50.3. A period of three weeks from the date of receipt shall be required for approval of drawings by the Engineer-in-Charge.

51. Setting out works

- 51.1. The Engineer-in-Charge shall furnish the Contractor with only the four corners of the work site and a level bench mark and the Contractor shall set out the works and shall provide an efficient staff for the purpose and shall be solely responsible for the accuracy of such setting out.
- 51.2 The Contractor shall provide, fix and be responsible for the maintenance of all stakes, templates, level marks, profiles and other similar things and shall take necessary precautions to prevent their removal or disturbance and shall be responsible for the consequence of such removal or disturbance should the same take place and for their efficient and timely reinstatement. The Contractor shall also be responsible for the maintenance of all existing survey marks, boundary marks, distance marks and centre line marks, either existing or supplied and fixed by the Contractor. The work shall be set out to the satisfaction of the Engineer-in-Charge. The approval thereof or joining with the Contractor by the Engineer-in-Charge in setting out the work, shall not relieve the Contractor or any of his responsibilities.
- 51.3 Before beginning the works, the Contractor shall at his own cost, provide all necessary reference and level posts, pegs, bamboo, flags, ranging rods, strings and other materials for proper layout of the work in accordance with the scheme for bearing marks acceptable to the Engineer-in-Charge. The Centre, longitudinal or face lines and cross lines shall be marked by means of small masonry pillars. Each pillar shall have distinct marks at the centre to enable a theodolite to be set over it. No work shall be started until all these points are checked and approved by the Engineer-in-Charge in writing but such approval shall not relieve the Contractor of any of his responsibility. The Contractor shall also provide all labour, material and other facilities, as necessary, for the proper checking of layout and inspection of the points during construction.
- 51.4 Pillars bearing geodetic marks located at the sites of units of works under construction should be protected and fenced by the Contractor.
- 51.5 On completion of works, the Contractor must submit the geodetic documents according to which the work was carried out.

52. Responsibility for level and alignment

The Contractor shall be entirely and exclusively responsible for the horizontal and vertical alignment, the levels and correctness of every part of the work and shall rectify effectually any errors or imperfections therein. Such rectifications shall be carried out by the Contractor, at his own cost, when instructions are issued to that effect by the Engineer-in-Charge.

53. Materials to be supplied by Contractor

The Contractor shall procure and provide the whole of the materials required for the construction including M.S. rods, cement and other building materials, tools, tackles, construction plant and equipment for the completion and maintenance of the works except the materials which will be issued by Owner and shall make his own arrangement for procuring such materials and for the transports thereof. The Owner may give necessary recommendation to the respective authority if so desired by the Contractor but assumes no further responsibility of any nature. The Owner will insist on the procurement of materials which bear ISI stamp and/or which are supplied by reputed suppliers borne on DGS & D list.

54. Stores supplied by Owner

- 54.1 If the specification of the work provides for the use of any material of special description to be supplied from the Owner's stores or it is required that the Contractor shall use certain stores to be provided by the Engineer-in-Charge, such materials and stores, and price to be charged therefore as hereinafter mentioned being so far as practicable for the convenience of the Contractor, but not so as in any way to control the meaning or effect of the contract, the Contractor shall be bound to purchase and shall be supplied such materials and stores as are from time to time required to be used by him for the purpose of the contract only. The sums due from the Contractor for the actual value of materials supplied by the Owner will be recovered from the running account bill on the basis of the actual consumption of materials in the works covered and for which the running account bill has been prepared. After the completion of the works, however, the Contractor has to account for the full quantity of materials supplied to him as per relevant clauses in this document.
- 54.2 The value of the stores/materials as may be supplied to the Contractor by the Owner will be debited to the Contractor's account at the rates shown in the schedule of materials and if they are not entered in the schedule, they will be debited at cost price, which for the purpose of the contract shall include the cost of carriage and all other expenses whatsoever such as normal storage supervision charges which shall have been incurred in obtaining the same at the Owner's stores. All materials so supplied to the Contractor shall remain the absolute property of the Owner and shall not be removed on any account from the site of the work, and shall be at all times open for inspection to the Engineer-in-Charge. Any such materials remaining unused at the time of the completion or termination of the contract shall be returned to the Owner's stores or at a place as directed by the Engineer-in-Charge in perfectly good condition at the Contractor's cost.

55. Conditions for Issue of Materials

- (i) Materials specified as to be issued by the Owner will be supplied to the Contractor by the Owner from his stores. It shall be the responsibility of the Contractor to take delivery of the materials and arrange for its loading, transports and unloading at the site of work at his own cost. The materials shall be issued between the working hours and as per the rules of the Owners as framed from time to time.
- (ii) The Contractor shall bear all incidental charges for the storage and safe custody of materials at site after these have been issued to him.
- (iii) Materials specified as to be issued by the Owner shall be issued in standard sizes as obtained from the manufacturers.
- (iv) The Contractor shall construct suitable godowns at the site of work for storing the materials safe against damage by rain, dampness, fire, theft etc. He shall also employ necessary watch and ward establishment for the purpose.
- (v) It shall be duty of the Contractor to inspect the materials supplied to him at the time of taking delivery and to satisfy himself that they are in good condition. After the materials have been delivered by the Owner, it shall be the responsibility of the Contractor to keep them in good condition and if the materials are damaged or lost, at any time, they shall be repaired and/or replaced by him at his own cost according to the directions of the Engineer-in-Charge.
- vi) The Owner shall not be liable for delay in supply or non-supply of any materials which the Owner has undertaken to supply where such failure or delay is due to natural calamities, act of enemies, transports and procurement difficulties and any

circumstances beyond the control of the Owner. In no case, the Contractor shall be entitled to claim any compensation or loss suffered by him on this account.

- (vii) It shall be the responsibility of the Contractor to arrange in time all materials required for the works other than those to be supplied by the Owner. If, however, in the opinion of the Engineer-in-Charge the execution of the work is likely to be delayed due to the Contractor's inability to make arrangement for supply of materials which normally he has to arrange for, the Engineer-in-Charge shall have the right at his own discretion to issue such materials if available with the Owner or procure the materials from the market or elsewhere and the Contractor will be bound to take such materials at the rates decided by the Engineer-in-Charge. This however, does not in any way absolve the Contractor from the responsibility of making arrangements for the supply of such materials in part or in full, should such a situation occur, nor shall this constitute a reason for the delay in the execution of the work.
- (viii) None of the materials supplied to the Contractor will be utilised by the Contractor for manufacturing item which can be obtained as supplied from standard manufacturer in finished form.
- (ix) The Contractor shall, if desired by the Engineer-in-Charge, be required to execute an indemnity bond in the prescribed form, for safe custody and accounting of all materials issued by the Owner.
- (x) The Contractor shall furnish to the Engineer-in-Charge sufficiently in advance a statement showing his requirement of the quantities of the materials to be supplied by the Owner and the time when the same will be required by him for the work so as to enable the Engineer-in-Charge to make necessary arrangements for procurement and supply of the material.
- (xi) A day account of the materials issued by the Owner shall be maintained by the Contractor indicating the daily receipt consumption and balance in hand. This account shall be contained in a manner prescribed by the Engineer-in-Charge along with all connected papers viz, requisitions, issues etc. and shall be always available for inspection in the Contractor's office at site.
- (xii) The Contractor should see that only the required quantities of materials are not issued. The Contractors shall not be entitled to cartage and incidental charges for returning the surplus materials, if any, to the stores where from they were issued or to the place as directed by the Engineer-in-Charge.
- (xiii) Material/Equipment supplied by Owner shall not be utilized for any other purpose (s) than issued for.

56. Material Procured with Assistance of Owner.

Notwithstanding anything contained to the contract in any or all the clauses of this contract where any materials for the execution of the contract are procured with the assistance of the Owner either by issue from Owner's stock or purchases made under orders or permits or licences issued by Government, the contractor shall hold the said materials as trustee for the Owner and use such materials economically and solely for the purpose of the contract and not dispose them off without the permission of the Owner and return, if required by the Engineer-in-Charge shall determine having due regard to the condition of the materials. The price allowed to the Contractor, however, shall not exceed the amount charged to him excluding the storage charges, if any. The decision of the Engineer-in-Charge shall be final and conclusive in such matters. In the event of breach of the aforesaid condition, the Contractor shall in terms of the licences or permits and/or for criminal breach of trust, be liable to compensate the Owner at double rate or any higher rate, in the event of those materials at the time having higher

rate or not being available in the market, then any other rate to be determined by the Engineer-in-Charge and his decision shall be final and conclusive.

57. Materials Obtained from Dismantling

If the Contractor in the course of execution of the work is called upon to dismantle any part for reasons other than those stipulated in clauses 63 and 67 hereunder, the materials obtained in the work of dismantling etc., will be considered as the Owner's property will be disposed off to the best advantage of the Owner.

58. Articles of Value Found

All gold, silver and other minerals of any description and all precious stones, coins, treasure, relics antiquities and other similar things which shall be found in, under or upon the site, shall be the property of the Owner and the Contractor shall dully preserve the same to the satisfaction of the Engineer-in-Charge and shall from time to time deliver the same to such person or persons indicated by the Owner.

59. Discrepancies between Instructions

Should any discrepancy occur between the various instructions furnished to the Contractor, his agents or staff or any doubt arise as to the meaning of any such instructions or should there be any misunderstanding between the Contractor's staff and the Engineer-in-Charge's staff, the Contractor shall refer the matter immediately in writing to the Engineer-in-Charge whose decision thereon shall be final and conclusive and no claim for losses alleged to have been caused by such discrepancies between instructions, doubts or misunderstanding shall in any event be admissible.

60. Alterations in Specifications & Designs, Drawings, Extra Works, Deviation of quantities.

- A. The Engineer-in-Charge shall have power to make any alterations in, omission from, addition to or substitutions for, the schedule of items, the original specifications, drawings designs and instructions that may appear to him to be necessary or advisable during the progress of the work and the Contractor shall be bound to carry out such altered extra new items of work in accordance with any instructions which may be given to him in writing signed by the engineer-in-charge and such alterations, omissions, additions or substitutions shall not invalidate the contract and any altered, additional or substituted work which the Contractor may be directed to do in the manner above specified as part of the work shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do the main work. The time for completion of work may be extended additions or substitutions of the work, as he may consider as just and reasonable. The rates for such additional, altered or substituted work under this clause shall be worked out in accordance with the following provisions.
 - (a) If the rates for the additions, altered or substituted work are specified in the contract for the work, the Contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the contract.
 - (b) If the rates for the additional, altered or substituted work are not specifically provided in the contract for the work, the rates will be derived from the rates for similar class of work as are specified in the contract for the work. The opinion of the Engineer-in-Charge, as to whether or not the rates can be reasonably so derived from the items in this contract, will be final and binding on the Contractor.

NOTE : Individual trade means the trade sections into which the schedule of rates in the agreement is divided such as excavation and earthwork, concrete, woodwork and joinery, piping etc.

- (c) If the rates for the altered, additional or substituted work cannot be determined in the manner specified in sub-clause (a) & (b) above, then the Contractor shall, within 7 days of the date of receipt of order to carry out the work, inform the Engineer-in-Charge of the rate which it is his intention to charge for such class of work, supported by analysis of the rate or rates claimed, and the Engineer-in-Charge shall determine the rate or rates on the basis of the prevailing market rates, labour cost at schedule of labour plus 10% to cover Contractor's supervision, overheads and profit and pay the Contractor accordingly. The opinion of the Engineer-in-Charge as to current market rates of materials and the quantum of labour involved per unit of measurement will be final and binding on the Contractor.
- (d) Provisions contained in sub-clause (a) to (c) above shall not however apply in the following cases :
 - (i) Where the alterations, additions or substitutions in respect of items individually exceed by or are less than plus/minus 30% of the value for that particular items specified in contract.
 - (ii) Where the alterations, additions or substitutions in respect of items of any individual trade included in the contract exceed by or are less than plus/minus 50% of the value of that trade as a whole in the contract or 30% of the total value of the contract whichever is less.
- (B) In case of the items which individually exceed the value stipulated in the contract by more than the limits given in clause (d) above, the Contractor shall within 15 days from the receipt of order, claim revision of the rates supported by proper analysis in respect of such items for quantities in excess/ reduction_of the above limits, notwithstanding the fact that the rates for such items exist in the tender for the main work or can be derived in accordance with the provisions of sub-clause (b) of clause (60) and the Engineer-in-Charge may revise their rates, having regard to the prevailing market rates and the Contractor shall be paid in accordance with the rates so fixed. But under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates of items falling under this clause.

All the provisions of the preceding paragraph shall equally apply to the decrease in the rate of items for quantities in excess of the limits specified in clause (d) notwithstanding the fact that the rates for such items exist in the tender with the provisions of sub-clause (b) of Clause 60, and the Engineer-in-Charge may revise such rates having regard to the prevailing market rates. Notwithstanding anything contained in paras 28 & 72 (vii) the parties to this agreement mutually agree that paragraphs 60 A & B shall be applicable to work done under unit rate basis only.

61. Action where no Specification is Issued

In case of any class of work for which there is no such specification supplied by the Owner as mentioned in the tender documents such work shall be carried out in accordance with Indian Standard specifications and if the Indian Standard Specifications do not cover the same, the work should be carried out as per standard Engineering Practice subject to the approval of the Engineer-in-Charge.

62. Abnormal Rates

The Contractor is expected to quote rate for each item after careful analysis of cost involved for the performance of the completed item considering all specifications and conditions of contract. This will avoid loss of profit or gain in case of curtailment or

change of specification for any item. In case it is noticed that the rates quoted by the tender for any item are unusually high or unusually low it will be sufficient cause for the rejection of the tender unless the Owner is convinced about the reasonableness of the rates on scrutiny of the analysis for such rate to be furnished by the tenderer on demand.

63. Inspection of Works

63.1 The Engineer-in-Charge will have full power and authority to inspect the works at any time wherever in progress either on the site or at the Contractor's premises/workshops wherever situated, premises workshops of any person, firm or corporation where work in connection with the contract may be in hand or where materials are being or are to be supplied, and the Contractor shall afford or procure for the Engineer-in-Charge every facility and assistance to carry out such inspection. The Contractor shall, at all time during the usual working hours and at all other times at which reasonable notice of the intention of the Engineer-in-Charge or his representative to visit the work shall have been given to the Contractor, either himself be present to receive orders and instructions, or have responsible agent duly accredited in writing present for the purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the Contractor himself. The Contractor shall give not less than seven days notice in writing to the Engineer-in-Charge before covering up or otherwise placing beyond reach of inspection and measurement any work in order that the same may be inspected and measured. In the event of breach of above the same shall be uncovered at Contractor's expense for carrying out such measurement or inspection.

63.2 No material shall be dispatched from the Contractor's godown before obtaining the approval in writing of the Engineer-in-charge.

The Contractor is to provide at all times during the progress of the work and the maintenance period proper means of access with ladders, gangways etc. and the necessary attendance to move and adopt as directed for inspection or measurement of the works by the Engineer-in-Charge.

63.3 Access of Architect to the works

The Architect and his representatives, upon duly authorized in writing by the Owner for the purpose, shall at all reasonable times have access to the works and to the workshops or other places of the contractors or sub-contractors, if any, where work is being prepared for the contract and the contractors shall do all things reasonably necessary for the Architect to carry out the inspection. All modifications/ rectifications as may be pointed out by the Architect shall be conveyed by the engineer-in-Charge to the contractor and the same shall be carried out accordingly.

64. Assistance to the Engineers

The Contractor shall make available to the Engineer-in-Charge free of cost all necessary instruments and assistance in checking of setting out of works and in the checking of any work made by the Contractor for the purpose of setting out and taking measurement of work.

65. Tests for quality of Works

65.1 All workmanship shall be of the respective kind described in the contract documents and in accordance with the instructions of the Engineer-in-Charge and shall be subjected from time to time to such test at Contractor's cost as the Engineer-in-Charge may direct at the place of manufacture or fabrication or on the site or at all or any such places. The Contractor shall provide assistance, instruments labour and materials as

are normally required for examining, measuring and testing any workmanship as may be selected and required by the Engineer-in-Charge.

- 65.2 All the tests that will be necessary in connection with the execution of the work as decided by the Engineer-in-Charge shall be carried out at the field testing laboratory of the Owner/approved Agency by paying the charges as decided by the Owner from time to time. In case of non-availability of testing facility with the Owner, the required test shall be carried out at the cost of Contractor at government or any other testing laboratory as directed by Engineer-in-Charge.
- 65.3 If any tests are required to be carried out in connection with the work or materials or workmanship not supplied by the Contractor, such tests shall be carried out by the Contractor as per the instructions of Engineer-in-Charge and cost of such tests shall be reimbursed by the Owner.

66. Samples

The Contractor shall furnish to the Engineer-in-Charge for approval when requested or if required by the specifications adequate samples of all materials and finishes to be used in the work. Such samples shall be submitted before the work is commenced and in ample time to permit tests and examinations thereof. All materials furnished and finished and finishes applied in actual work shall be full equal to the approved samples.

67. Action and compensation in case of Bad Work

If it shall appear to the Engineer-in-Charge that any work has been executed with unsound, imperfect or unskilled workmanship, or with materials of any inferior description, or that any materials or articles provided by the Contractor for the execution of the work are unsound, or of a quality inferior to that contracted for, or otherwise not in accordance within the contract, the Contractor shall on demand in writing from the Engineer-in-Charge or his authorized representative specifying the work, materials or articles complained of, notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct the work so specified and provide other proper and suitable materials or articles at his own charge and cost, and in the event of failure to do so within a period to be specified by the Engineer-in-Charge in his demand aforesaid, the Contractor shall be liable to pay compensation at the rate of one percent of the estimated cost of the whole work, for every week limited to a maximum of 10 percent of the value of the whole work, while his failure to do so shall continue and in the case of any such failure the Engineer-in-Charge may on expiry of notice period rectify or remove and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expense in all respects of the Contractor. The decision of the Engineer-in-Charge as to any question arising under this clause shall be final and conclusive.

68. Suspension of Works

- (i) Subject to the provisions of sub-para (ii) of this clause the Contractor shall if ordered in writing by the Engineer-in-Charge or his representative, temporarily suspend the works or any part thereof for such period and such item as so ordered and shall not, after receiving such written order, proceed with the work therein ordered to be suspended until he shall have received a written order to proceed therewith. The Contractor shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the works aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the works as aforesaid will be granted to the Contractor should he apply for the same provided

that suspension was not consequent to any default or failure on the part of the Contractor.

- (ii) In case of suspension of entire work, ordered in writing by Engineer-in-Charge, for a period of more than two months, the Contractor shall have the option to terminate the contract.

69. Owner may do Part of Work

Upon failure of the Contractor to comply with any instructions given in accordance with the provisions of this contract the Owner has the alternative right, instead of assuming charge of entire work, to place additional labour force, tools, equipments and materials on such parts of the work, as the Owner may designate or also engage another Contractor to carry out the work. In such cases, the Owner shall deduct from the amount which otherwise might become due to the Contractor, the cost of such work and materials with ten percent added to cover all departmental charges and should the total amount thereof exceed the amount due to the Contractor shall pay the difference to the Owner.

70. Possession Prior to completion

The Engineer-in-Charge shall have the right to take possession of or use any completed or partially completed work or part of the work. Such possession or use shall not be deemed to be an acceptance of any work completed in accordance with the contract agreement. If such prior possession or use by the Engineer-in-Charge delays the progress of work, suitable adjustment in the time of completion will be made and the contract agreement shall be deemed to be modified accordingly.

71. Twelve Month's Period of Liability from the Date of Issue of Completion Certificate

- 71.1 The Contractor shall guarantee the installation/work for a period of 12 months from the date of issue of completion certificate. Any damage or defect that may arise or lie undiscovered at the time of issue of completion certificate, connected in any way with the equipment or materials supplied by him or in the workmanship, shall be rectified or replaced by the Contractor at his own expense as deemed necessary by the Engineer-in-Charge or in default, the Engineer-in-Charge may cause the same to be made good by other workmen and deduct expenses (of which the certificate of Engineer-in-Charge shall be final) from any sums that may be then or at any time thereafter, become due to the Contractor or from his security deposit, or the proceeds of sale thereof, or of a sufficient portion thereof.

- 71.2 If the Contractor feels that any variation in work or in quality of materials or proportions would be beneficial or necessary to fulfill the guarantees called for, he shall bring this to the notice of the Engineer-in-Charge in writing.

71.3 Care of Works

From the commencement to completion of the works, the Contractor shall take full responsibility for the care for all works including all temporary works land in case any damages or loss shall happen to the works or to any part thereof or to any temporary works from any cause whatsoever, shall at his own cost repair and make good the same so that at completion the work shall be in good order and in conformity in every respect with the requirements of the contract and the Engineer-in-Charge's instructions.

71.4 Defects prior to take over

If at any time, before the work is taken over, the Engineer in Charge shall decide that any work done or materials used by the Contractor or any sub-Contractor is defective or not in accordance with the contract or that the works or any portion thereof are

defective or do not fulfill the requirements of contract (all such matters being herein called 'Defects' in this clause) as soon as reasonably practicable, he shall give to the Contractor notice in writing of the said decision, specifying particulars of the defects alleged to exist or to have occurred and the Contractor shall at this own expense and with all speed make good the defects so specified.

In the case Contractor shall fail to do so, the Owner may take, at the cost of the Contractor, such steps as may in all circumstances, be reasonable to make good such defect. The expenditure so incurred by the Owner will be recovered from the amount due to the Contractor. The decision of the Engineer-in-Charge with regard to the amount to be recovered from the Contractor will be final and binding on the Contractor. As soon as the works have been completed in accordance with the contract (except in minor respects that do not affect their use for the purpose for which they are intended and except for maintenance thereof provided in clause 71.1 of General Conditions of the Contract) and have passed the tests on completion. The Engineer-in-Charge shall issue a certificate (hereinafter called completion certificate) in which he shall certify the date on which the works have been so completed and have passed the said tests and the Owner shall be deemed to have taken over the works on the date so certified. If the works have been divided into various groups in the contract, the Owner shall be entitled to take over any group or groups before the other or others and there upon the Engineer-in-Charge shall issue a completion certificate which will, however, be for such group or groups so taken over only.

71.5 Defects after Taking Over

In order that the Contractor could obtain a completion certificate he shall make good with all possible speed any defect arising from the defective materials supplied by the Contractor or workmanship or any act or omission of the contract or that may have been noticed or developed, after the works or group of the works has been taken over, the period allowed for caring out such work will be normally one month. If any defect be not remedied within a reasonable time, the Owner may proceed to do the work at Contractor's risk and expense and deduct from the final bill such amount as may be decided by the Owner.

If by reason of any default on the part of the Contractor a completion certificate has not been issued in respect of every portion of the works within one month after the date fixed by the contract for the completion of the works, the Owner shall be at liberty to use the works or any portion thereof in respect of which a completion certificate has not been issued, provided that the works or the portion thereof so used as aforesaid shall be afforded reasonable opportunity for completing these works for the issue of completion certificate.

SECTION – 6

CERTIFICATES AND PAYMENTS

72. SCHEDULE of RATES and PAYMENTS

(i) Contractor's Remuneration

The price to be paid by the Owner to Contractor for the whole of the work to be done and the performance of all the obligations undertaken by the Contractor under the contract documents shall be ascertained by the application of the respective schedule of rates (the inclusive nature of which is more particularly defined by way of application but not of limitation, with the succeeding sub-clause of this clause) and payment to be made accordingly for the work actually executed and approved by the Engineer-in-Charge. the sum so ascertained shall (excepting only as and to the extent expressly provided herein) constitute the sole and inclusive remuneration of the Contractor under the contract and no further other payment whatsoever shall be or become due or payable to the Contractor under the contract.

(ii) Schedule of Rates to be Inclusive

The price/ rates quoted by the Contractor shall remain firm till the issue of final certificate and shall not be subject to escalation. Schedule of rates shall be deemed to include and cover all costs, expenses and liabilities of every description and all risk of every kind to be taken in executing, completing and handing over the work to the Owner by the Contractor. The Contractor shall be deemed to have known the nature, scope, magnitude and the extent of the works and materials required though the contract document may not fully and precisely furnish them. He shall make such provision in the schedule of rates as he may consider necessary to cover the cost of such items of work and materials as may be reasonable and necessary to complete the works. The opinion of the Engineer-in-Charge as to the items of work which are necessary and reasonable for completion of work shall be final and binding on the Contractor, although the same may not be shown on or described specifically in contract documents.

Generally of this present provision shall not be deemed to cut down or limited in any way because in certain cases it may and in other cases it may not be expressly stated that the Contractor shall do or perform a work or supply articles or perform services at his own cost or without addition of payment or without extra charge or words to the same effect or that it may be stated or not stated that the same are included in and covered by the schedule of rates.

(iii) Schedule of Rates to cover constructional Plant, Materials, Labour etc.

Without in any way limiting the provisions of the proceeding sub-clause the schedule of rates shall be deemed to include and cover the cost of all constructional plant, temporary work (except as provided for herein), pumps, materials, labour, insurance, fuel, stores, and appliances to be supplied by the Contractor and all other matters in connection with each item in the schedule of rates and the execution of the works or any portion thereof finished, complete in every respect and maintained as shown or described in the contract documents or may be ordered in writing during the continuance of the contract.

(iv) Schedule of Rate to Cover Royalties, Rents and Claims

The schedule of rates shall be deemed to include and cover the cost of all royalties and fees for the articles and processes, protected by letters, patent or otherwise

incorporated in or used in connection with the works, also all royalties, rents and other payments in connection with obtaining materials of whatsoever kind for the works and shall include and indemnity to the Owner which the Contractor here-by gives against all actions, proceedings, claims damages, costs and expenses arising from the incorporation in or use on the works of any such articles, processes or materials. Octroi or other municipal or local board charges if levied on materials, equipment or machineries to be brought to site for use on work shall be borne by the Contractor.

(v) Schedule of Rates to cover Taxes and Duties

No exemption or reduction of customs duties, excise duties, sales tax, contract quay or any port dues, transports charges, stamp duties or Central or State government or local body or Municipal Taxes or duties, taxes or charges (from or of any body), whatsoever, will be granted or obtained, all of which expenses shall be deemed to be included in and covered by the schedule of rates. The Contractor shall also obtain and pay for all permits or other privileges necessary to complete the work.

(vi) Schedule of rates to cover Forest Royalties.

All the responsibilities for obtaining all forest permits and payment of forest royalties etc. for use of all forest produces shall lie with the contractor. The contractor shall deposit royalty and obtain necessary permit for supply of all forest produces from local authorities. If pursuant to or under any law, notification or order, any royalty, cess or the like becomes payable by the Board and does not any time become payable by the contractor to the State Government/Local authorities, in respect of any material used by the contractor in the works, then in such a case, it shall be lawful to the Board and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor. The schedule of rates shall be inclusive of all forest royalties, monopolies and all admissible taxes from time to time as per rules of Government of Assam.

(vii) Schedule of Rates to cover Risks of Delay

The schedule of rates shall be deemed to include and cover the risk of all possibilities of delay and interference with the Contractor's conduct for work which occur from and cause including orders of the Owner in the exercise of his powers and on account of extension of time granted due to various reasons and for all other possible or probable causes of delay.

(viii) Schedule of Rates cannot be altered

For work under unit rate basis, no alteration will be allowed in the schedule of rates by reason of works or any part of them being modified altered, extended, diminished or omitted. The schedule of rates are fully inclusive rates which have been fixed by the Contractor and agreed to by the Owner and cannot be altered.

For lump sum contracts, the payment will be made according to the work actually carried out, for which purpose an item-wise, or work-wise, schedule of rates shall be furnished, suitable for evaluating the value of work done and preparing running account bills. Lump sum contracts shall also allow for any increase or decrease in the total quantity of work upto approximately 10% for the quoted price and the contract value shall be adjusted accordingly.

73. Procedure for Measurement/Billing of Work in Progress

(I) Measurements

All measurements shall be in metric system. All the works in progress will be jointly measured by the representative of the Engineer-in-Charge and the Contractor's authorized agent progressively. Such measurement will be got recorded in the

measurement book by the Engineer-in-Charge or his authorized representative and signed in token of acceptance by the Contractor or his authorized representative.

For the purpose of taking joint measurement the Contractor's representative shall be bound to be present whenever required by the Engineer-in-Charge. If, however he is absent for any reason whatsoever the measurements will be taken by the Engineer-in-Charge or his representative and this will be deemed to be correct and binding on the Contractor.

(ii) Billing

The Contractor will submit a bill in approved Performa in quadruplicate to the Engineer-in-Charge of the work giving abstract and detailed measurements for the various items executed during a month, before the expiry of the 1st week of the succeeding month. The Engineer-in-Charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible, before the expiry of 10 days from presentation of the bill.

(iii) Secured Advance on Materials

In case of tenders for completed item of work, Contractor may be allowed 'Secured Advance' on the security of materials brought to site for execution of the contracted item of work to the extent of 75% of the value of materials as assessed by the Engineer-in-Charge provided that the materials are of an imperishable nature and that a formal agreement is drawn up with the Contractor under which the Owner secures a lien on the materials and is safeguarded against losses due to the Contractor postponing the execution of the work or to the storage or misuse of the materials and against the expense entitled for their proper watch and safe custody. Recoveries of advances so made would not be postponed until the whole of the work entrusted to the Contractor is completed. They should be adjusted from his bills for work done as the materials are used, the necessary deductions being made whenever the items of work in which they are used are billed for.

(iv) Dispute in Mode of Measurement

In case of any dispute as to the mode of measurement not covered by the contract to be adopted for any item of work, mode of measurement as per latest Indian Standard Specifications shall be followed.

74. Lump-sums in Tender

For the item in tender where it includes lump-sum in respect of parts of work, the Contractor shall be entitled to payment in respect of the items at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Engineer-in-Charge capable of measurement or determination, the Owner may at his discretion pay the lump-sum amount entered in the tender or a percentage thereof and the certificate in writing of the Engineer-in-Charge shall be final and conclusive against the Contractor with regards to any sum or sums payable to him under the provisions of this clause.

75. Running Account Payments to be Regarded as Advances

All running account payments shall be regarded as payment by way of advance against the final payment only and not as payments for work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the contract, or any part thereof, in this respect, or

of the accruing of any claim by the Contractor, nor shall it conclude, determine or affect in any way the powers of the Owner under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or affect the contract. The final bill shall be submitted by the Contractor within one month of the date of physical completion of the work, otherwise, the Engineer-in-Charge's certificate of the measurement and of total amount payable for the work accordingly shall be final and binding on all parties.

76. Notice of Claims for Additional Payment

Should the Contractor consider that he is entitled to any extra payment or compensation or to make any claims whatsoever in respect of the works he shall forthwith give notice in writing to the Engineer-in-Charge that he claims extra payment and/or compensation. Such notice shall be given to the Engineer-in-charge within ten days from the ordering of any work or happening of any event upon which the contractor bases such claims and such notice shall contain full particulars of the nature of such claim with full details and amount claimed. Failure on the part of the Contractor to put forward any claim with the necessary particulars as above within the time above specified shall be an absolute waiver thereof. No omission by the Owner to reject any such claim and no delay in dealing therewith shall be waiver by the Owner of any rights in respect thereof.

77. Payment of Contractor's Bill

No payment shall be made for works estimated to cost less than Rs. 10,000/- till the whole of the work shall have been completed and a certificate of completion given. But in case of works estimated to cost more than Rs. 20,000/- the Contractor on submitting the bill thereof be entitled to receive a monthly payment proportionate to the part thereof approved and passed by the Engineer-in-Charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the Contractor. This payment will be made after making necessary deductions as stipulated elsewhere in the contract document for materials, security deposit etc.

Payment due to the Contractor shall be made by the Owner if so directed by the Owner by Crossed Account Payee cheque forwarding the same to registered office or the notified office of the Contractor. In no case will Owner be responsible if the cheque is mislaid or misappropriated by unauthorized person/persons. In all cases, the Contractor shall present his bill duly pre-receipted on proper revenue stamp.

All payments shall be made in Indian currency.

78. Receipt of Payment

Receipt for payment made on account of work when executed by a firm, must be signed by a person holding due power of attorney in this respect on behalf of the Contractor, except when the Contractors are described in their tender as a limited company in which case the receipts must be signed in the name of the company by one of its principal officers or by some other person having authority to give effectual receipt for the company.

79. Completion Certificate

79.1 Application for Completion Certificate

When the Contractor fulfils his obligation under clause 71.4 shall be eligible to apply for completion certificate. the Contractor may apply for separate completion certificate in respect of each such portion of the work by submitting the completion documents along with such application for completion certificate.

The Engineer-in-charge shall normally issue to the Contractor the completion certificate within one month after receiving and application therefore from the Contractor after verifying from the completion documents and satisfying himself that the work has been completed in accordance with and as set out in the construction and erection drawings and the contract documents.

The Contractor, after obtaining the completion certificate, is eligible to present the final bill for the work executed by him under the terms of contract.

79.2 Completion Certificate

Within one month of the completion of the work in all respects, the Contractor shall be furnished with a certificate by the engineer-in-Charge of such completion, but no certificate shall be given nor shall the work be deemed to have been executed until all scaffolding, surplus materials and rubbish is cleaned of the site completely nor until the work shall have been measured by the Engineer-in-Charge whose measurements shall be binding and conclusive. The work will not be considered as complete and taken over by the Owner, until all the temporary works, labour and staff colonies etc.; constructed, are removed and the worksite cleaned to the satisfaction of the Engineer-in-Charge.

If the Contractor shall fail to comply with the requirements of this clause on or before the date fixed for the completion of work, the Engineer-in-Charge may at the expenses of the Contractor remove such scaffolding, surplus materials and rubbish and dispose off the same as he thinks fit and clean of such dirt as aforesaid, and the Contractor shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.

79.3 Completion Certificate Documents

For the purpose of clause 79 the following documents will be deemed to form the completion documents.

- (i) The technical documents according to which the work was carried out.
- (ii) Three sets of construction drawings showing therein the modification and corrections made during the course of execution signed by the Engineer-in-Charge.
- (iii) Completion certificate for 'embedded' and 'covered' up works.
- (iv) Certificates of final levels as set out for various works.
- (v) Certificates of tests performed for various works.
- (vi) Materials appropriation Statement for the materials issued by the Owner for the works and list of surplus materials returned to the Owner's store duly supported by necessary documents.

80. Final Decision and Final Certificate

Upon expiry of the period of liability and subject to the Engineer-in-Charge being satisfied that the works have been duly maintained by the Contractor during monsoon or such period as herein before provided in clause 71.1 and that the Contractor has in all respect duly made up any subsidence and performed all his obligations under the contract, the Engineer-in-Charge shall (without prejudice to the rights of the Owner to retain the provisions of relevant clause hereof) otherwise give a certificate herein referred to as the final certificate to that effect and the Contractor shall not be considered to have fulfilled the whole of his obligations under the contract until Final

Certificate shall have been given by the Engineer-in-Charge notwithstanding any previous entry upon the work and taking possession, working or using of the same or any part thereof by the Owner.

81. Certificate and Payments no Evidence of completion

Except the final certificate, no other certificates or payments against a certificate or on general account shall be taken to be an admission by the Owner of the due performance of the contract or any part thereof or of occupancy or validity for any claim by the Contractor.

SECTION - 7

TAXES AND INSURANCE

82. Taxes, Duties, Octroi etc.

The Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all taxes, duties, octrois etc. now or hereafter imposed, increased, or modified from time to time in respect of works and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State governmental authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by the Contractor and the Contractor shall be responsible for the compliance with all obligations and restrictions imposed by the Labour Law or any other law affecting employer-employee relationship and the Contractor further agrees to comply and to secure the compliance of all sub-Contractors, with all applicable Central State, Municipal and local laws and regulations and requirements of any Central, State or Local, Government agency or authority. Contractor further agrees to defend, indemnify and hold harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason of any violations by Contractor or sub-Contractor of such laws, regulations or requirements and also from all claims, suits or proceedings that may be brought against the Owner arising under growing out of, or by reason of the work provided for by this contract, by third parties, or by Central or State government authority or any administrative sub-division thereof.

- 82.1** All taxes income tax, Sales Tax, Duties, Levies, VAT, Building and other Construction Workers Welfare Cess or any other tax or Cess in respect of this contract applicable at the time of submission of this tender shall be payable by the Contractor and the Board shall not entertain any claim whatsoever in this respect. Taxes, VAT, Cess etc. shall be deducted as per applicable rules from the bills of the contractor at the rates prevailing on the day of submission of the tender.

Any increase in the rates of any existing taxes/duties/levies/royalties etc shall be borne by the Board. If there are any decreases the amounts payable will be reduced accordingly.

82.2. Other taxes:

Any fresh imposition of taxes, duties, levies etc, imposed after receipt of tender shall be reimbursed by the Board on actual on production of proof of imposition of the tax.

83. Insurance

Contractor shall at his own expense carry and maintain insurance with reputable insurance companies to the satisfaction of the Owner as follows:

(i) Employees State Insurance Act

The Contractor agrees to and does hereby accept full and exclusive liability for compliance with all obligations imposed by the Employees State Insurance Act, 1948, and the Contractor further agrees to defend, indemnify and hold Owner harmless from any liability or penalty which may be imposed by the Central, State or Local authority by reason of any asserted, violation by Contractor or sub-Contractor of the Employees State Insurance Act, 1948, and also from all claims, suits or proceeding that may be brought against the Owner arising under, growing out of or by reasons of the work provided for by this contract whether brought by employees of the Contractor, by third parties or by Central or State Government authority or any political sub-division thereof.

The Contractor agrees to fill in with the Employee's State Insurance Corporation, the Declaration Forms, and all forms which may be required in respect of the Contractors or sub-Contractors employees, whose aggregate remuneration is Rs. 15000.00 per month or such amount as prescribed under the Employees State Insurance Act, 1948 from time to time and who are employed in the work provided for or those covered by ESI from time to time under the Agreement. The Contractor shall deduct and secure the agreement of the sub-Contractor to deduct the employee's contribution as per the first schedule of the Employee's State Insurance Act form wages and affix the Employee's contribution Cards at wages payment intervals. The Contractor shall remit and secure the agreement of the sub-Contractor to remit to the State Bank of India, Employees' State Insurance Corporation. Account, the Employees contribution as required by the Act. the Contractor agrees to maintain all cards and records as required under the Act in respect of employees and payments and the Contractor shall secure the agreement of the sub-Contractor to maintain such records. Any expenses incurred for the contributions, making contributions or maintaining records shall be to the Contractor's or sub-Contractor's account.

The Owner shall retain such sum as may be necessary from the total contract value until the Contractor shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948, have been paid.

(ii) Workman's compensation and employer's Liability Insurance

Insurance shall be affected for all the Contractor's employees engaged in the performance of this contract. If any of the work is sublet, the Contractor shall require the sub-Contractor to provide Workman's Compensation and employer's liability insurance for the latter's employees if such employees are not covered under the Contractor's Insurance.

(iii) Any other Insurance Required Under Law or Regulations or by Owner

Contractor shall also carry and maintain any and all other insurance which may be required under any law or regulation from time to time. He shall also carry and maintain any other insurance, which may be required by the Owner.

84. Damage to Property

- (i) Contractor shall be responsible for making good to the satisfaction for the Owner any loss or and any damage to all structures and properties belonging to the Owner or being executed or procured or being procured by the Owner or of other agencies within the premises of all the work of the Owner, if such loss or damage is due to fault and/or the negligence or willful acts or omission of the Contractor, his employees, agents, representative or sub-Contractors.
- (ii) The Contractor shall indemnify and keep the Owner harmless of all claims or damage to property other than Owner's property arising under or by reason of this agreement if such claims result from the fault and/or negligence or willful acts or omissions of the Contractor, his employees, agents representative or sub-Contractors.

SECTION – 8

LABOUR LAWS AND SAFETY REGULATIONS

85. Labour Laws

- (i) All matters regarding the labour shall be in accordance to Contract labour (Regulation and Abolition) Act, 1970, minimum wage Act 1948 and other applicable acts under law.**
- (ii) No labour below the age of fifteen years shall be employed on the work.
- (iii) The Contractor shall not pay less than what is provided under law to labourers engaged by him on the work.
- (iv) The Contractor shall at his expense comply with all labour laws and keep the Owner indemnified in respect thereof.,

86. Implementation of apprentices Act 1961

The Contractor shall comply with the provisions of the Apprentices Act 1961 and the Rule and orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of the contract and the Engineer-in-Charge may, at his discretion, cancel the contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provision of the Act.

87. Contractor to Indemnify the Owner

- (i) The Contractor shall indemnify the Owner and every member, officer and employee of the Owner, also the Engineer-in-Charge and his staff against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of or in connection with the matters referred to in clause 84 and elsewhere and all actions, proceedings, claims, demands, costs and expenses which may be made against the Owner for or in respect of or arising out of any failure by the Contractor in the performance of his obligations under the contract documents. The Owner shall not be liable for or in respect of any demand or compensation payable by law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the Contractor or his sub-Contractor and Contractor shall indemnify and keep indemnified the Owner against all such damages and compensations and against all such damages and compensations and against all claims, damages, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- (ii) Payment of Claims and Damages**

Should the Owner have to pay any money in respect of such claims or demands as aforesaid the amount so paid and the costs incurred by the Owner shall be charged to and paid by the Contractor and the Contractor shall not be at liberty to dispute or question the right of the Owner to make such payments notwithstanding the same may have been made without his consent or authority or in law or otherwise to the contrary.
- (iii) In every case in which by virtue of the provisions of section 12, sub-section (I) of workmen's compensation act, 1923 or other applicable provisions of Workmen's Compensation Act or any other Act, the Owner is obliged to pay compensation to a workman employed by the Contractor in execution of the works, the Owner will recover from the Contractor the amount of the compensation so paid, and without prejudice to the rights of Owner under section 12, sub-section (2) of the said Act, Owner shall be at liberty to recover such amount or any part thereof by deducting if from the security deposit or from any sum due to the Contractor whether under this contract or otherwise. The Owner shall not be bound to contest any claim made under section 12 sub-section (1) of the said act, except on the written request of the Contractor and

upon his giving to the Owner full security for all costs for which the Owner might become liable in consequence of contesting such claim.

88. Health and Sanitary Arrangements for Workers

In respect of all labour directly or indirectly employed in the work for the performance of the Contractor's part of this agreement, the Contractor shall comply with or cause to be complied with all the rules and regulations of the local sanitary and other authorities or as framed by the Owner from time to time for the protection of health and sanitary arrangements for all workers.

89. Safety Regulations

- (i) In respect of all labour, directly or indirectly employed in work for the performance of Contractor's part of this agreement, the Contractor shall at his own expense arrange for all the safety provisions as per safety codes of C.P.W.D., Indian Standards Institution, The Electricity Act, Mines Act and such other acts as applicable.
- (ii) The Contractor shall observe and abide by all fire and safety regulations of the Owner. Before starting construction work Contractor shall consult with Owner's safety Engineer or Engineer-in-Charge and must make good to the satisfaction of the Owner any loss or damage due to fire to any portion of the work done or to be done or to be done under this agreement or to any other Owner's existing property.

90. Arbitration

All disputes of difference whatsoever which shall at any time arise between the parties hereto touching or concerning the works or the execution or maintenance thereof of this Contract or the rights touching or concerning the works or the execution or maintenance thereof this Contract of the construction meaning operation or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after completion of the contract or whether before or after determination, foreclosure or breach of the contract (other than those in respect of which the decision of any person is by the Contract expressed to be final and binding) shall after written notice by either party to the Contract to the other of them and to the Owner hereinafter mentioned be referred for adjudication to a sole Arbitrator to be appointed as herein after provided.

For the purpose of appointing the sole arbitrator referred to above, the appointing Authority will send within thirty days of receipt of the notice to the Contractor a panel of three names of persons who shall all be presently unconnected with the organization for which the work is executed.

The Contractor shall on receipt of the names as aforesaid, select any one of the persons named to be appointed as a sole Arbitrator and communicate his name to the Appointing Authority within thirty days of receipt of the names. The Appointing Authority shall thereupon without any delay appoint the said person as the sole Arbitrator. If the Contractor fails to communicate such selection as provided above within the period specified, the Appointing Authority shall make the selection and appoint the selected person as the sole Arbitrator.

If the Appointing Authority fails to send to the Contractor the panel of three name as aforesaid within the period specified, the Contractor shall send to the Appointing Authority a panel of three names of persons who shall all be unconnected with either party. the Appointing Authority shall on receipt of the names as aforesaid select any one of the persons named and appoint him as the sole Arbitrator. If the Appointing Authority fails to select the person and appoint him as the sole Arbitrator shall be entitled to appoint one of the persons from the panel as the sole Arbitrator and communicate his name to the Appointing Authority.

If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reasons whatsoever another sole Arbitrator shall be appointed as aforesaid.

The work under the Contract shall, however continue during the arbitration proceedings and no payment due or payable to the Contractor shall be withheld on account of such proceedings.

The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing.

The Arbitrator may, from time to time, with the consent of the parties, enlarge the time for making and publishing the award.

The Arbitrator shall give a separate award in respect of each dispute or difference referred to him.

The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.

The fees, if any, of the Arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The costs of the reference and of the award including the fees, if any of the Arbitrator shall be in the discretion of the Arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and may fix or settle the amount of costs to be so paid.

The award of the Arbitrator shall be final and binding on both the parties.

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

91. Jurisdiction

The contract shall be governed by and construed according to the laws in force in INDIA. The Contractor hereby submits to the jurisdiction of the Courts situated at Guwahati for the purposes of actions and proceedings arising out of the contract and the courts at Guwahati only will have the jurisdiction to hear and decide such actions and proceedings.

SECTION - 9

SAFETY CODE

A. General

Contractor shall adhere of safe construction practice and guard against hazardous and unsafe working conditions and shall comply with Owner's safety rules as set forth herein. Prior to start of construction, Contractor will be furnished of Owner's "Safety Code" for information and guidance, if it has been prepared.

B. First Aid and Industrial Injuries

- (1) Contractor shall maintain first aid facilities for his employee and those of his sub-Contractors.
- (2) Contractor shall make out side agreements for ambulance service and for the treatment of industrial injuries. Names of those providing these services shall be furnished to the Owner prior to start of construction and their telephone numbers shall be prominently posted in Contractor's field office.
- (3) All critical industrial injuries shall be reported promptly to the Owner, and a copy of Contractor's report covering each personal injury requiring the attention of a physician shall be furnished to the Owner.

C. General Rules

Smoking within the battery area, tank farm or dock limits is strictly prohibited. Violators of the no smoking rules shall be discharged immediately.

D. Contractor's Barricades

- (1) Contractor shall erect and maintain barricades required in connection with his operation to guard or protect.
 - (a) Excavations.
 - (b) Hoisting areas.
 - (c) Areas adjudged hazardous Contractor's or Owner's inspectors.
 - (d) Owner's existing property subject to damage by Contractor's operations.
 - (e) Rail road unloading spots.
- (2) Contractor's employees and these of his sub-Contractors shall become acquainted with Owner's barricading practice and shall respect the provisions thereof.
- (3) Barricades and hazardous areas adjacent to but not located in normal routes of travel shall be marked by red flasher lanterns at nights.

E. Scaffolding

- (I) Suitable scaffolding should be provide for workmen for all works that 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 handholds shall be provided on the ladder shall be given an inclination not steeper than 1 in 4 (1 horizontal and 4 vertical).

- (ii) Scaffolding or staging more than 4 meters above the ground or floor, swing suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise rewarded at least 3 ft. 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 openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
- (iii) Every opening of the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 1 metre.
- (iv) Working platform, gangways and stairways should be so constructed that they should not sag unduly or unequally and if the height of the platform of the gangway or the stairway is more than 4 metres above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (ii) above.
- (v) Safe- means of access shall be provided to all working platforms and other working places, Every ladder should be securely fixed. No portable single ladder shall be over 9 metres in length while the width between side rails in rung ladder shall in no case be less than 30cms for ladder up to and including 3metres in length. For longer ladder this width should be increased at least 5 mm for each additional foot of length. Uniform steps spacing shall not exceed 30 cms. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the site of work shall be so stacked or placed to cause danger or inconvenience to any person or public. The Contractor shall also provide all necessary fencing and light to protect the workers and staff from accidents, and shall be bound to bear the expenses of defence of every suit, action or other proceedings of law that may be brought by any person for injury sustained owing to neglect of the above precautions and pay any damages and costs which may be awarded in any such suit or action or proceedings to any such person or which may with the consent of the Contractor be paid to compromise any claim by any such person.

F. Excavation and Trenching

All trenches 1.2 metres or more in depth, shall at all times be supplied with at least one ladder for each 50 metres length or fraction thereof.

Ladder shall be extended from bottom of the trench to at least 1 metre above the surface of the ground. The sides of the trenches which are 1.5 metres in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides to collapse. The excavated materials shall not be placed within 1.5 metres of the edge of the trench or half of the trench width whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done .

G. Demolition

- (i) Before any demolition work is commenced and also during the progress of the work.
 - (a) All road and open areas adjacent to the work site shall either be closed or suitably protected.
 - (b) No electric cable or apparatus which is liable to be a source of danger shall remain electrically charged.

- (c) All practical 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 over-loaded with debris or materials as to render it unsafe.
- (ii) All necessary personal safety equipment as considered adequate by the Engineer-in-charge, should be kept available for the use of the persons employed on the site and maintained in condition suitable for immediate use, and the Contractor shall take adequate steps to ensure proper use of equipment by those concerned.
 - (a) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective gloves.
 - (b) Those engaged in white washing and mixing or stacking of cement bags or any materials which are injurious to the eyes shall be provided with protective goggles.
 - (c) Those engaged in welding and cutting works shall be provided with protective face and eye shields, hand gloves etc.
 - (d) Stone breakers shall be provided with protective goggles and protective clothing, and seated sufficiently safe intervals.
 - (e) When workers are employed in sewers and manholes, which are in use, the Contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to gate in to the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or board to prevent accident to the public.
 - (f) The Contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Wherever men above the age of 18 years are employed on the work of lead painting, the following precautions should be taken,
 - (1) No paint containing lead or lead product shall be used except in the form of paste or ready-made paint.
 - (2) Suitable face masks should be supplied for use by the workers when Paints is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.
 - (3) Overalls shall be supplied by the Contractor to the workmen and adequate Facilities shall be provided to enable the working painters to wash them during and on cessation of.
- (iii) When the work is done near any place where there is a risk of drowning, all Necessary safety 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 sustained during the course of the work.
- (iv) Use of hoisting machines and tackles including their attachments, anchorage and supports shall conform to the following standards or conditions:-
 - (a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defect and shall be kept in good working order.

- (b) Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength and free from patent defects.
- (c) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 12 years should be in charge of any hoisting machine including any scaffolding, which or give signals to the operator.
- (d) In case of every hoisting machine and of every chain ring hook, shackle, swivel, and pulley block used in hoisting or lowering or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gears referred to above shall be plainly marked with the safe working load of the conditions under which it is applicable which 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.
- (e) In case of departmental machine, the safe working load shall be notified by the Engineer-in-charge. As regards Contractor's machines, the Contractor 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 Engineers concerned.
- (v) Motors, gearing transmission, electric wiring and other dangerous part of hoisting appliances should be provided with such means as to reduce to the minimum the accidental descent of the load, adequate precautions should be taken to reduce to the minimum the risk of any part or 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 workers shall not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
- (vi) All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe conditions 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.
- (vii) These safety provisions should be brought to the notice of all concerned by the displaying on a notice board at a prominent place at the work-spot. The person responsible for compliance of the safety code shall be named therein by the Contractor.
- (viii) To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the Contractor shall be open to inspection by the Welfare Officer, Engineer-in-Charge or safety Engineer of the administration or their representatives.
- (ix) Notwithstanding the above clauses there is nothing in these to exempt the contractor from the operations of any other Act or rules in force in the Republic of India.

The works throughout including any temporary works shall be carried out in such a manner as not to interfere in any way whatsoever with the traffic on any roads or footpaths at the site or in the vicinity thereto or any existing works whether the property of the Administration or of a third party.

In addition to the above, the Contractor shall abide by the safety code provision as per C.P.W.D. Safety Code and Indian standard Safety Code framed from time to time.

SECTION - 10

EVALUATION PROCEDURE FOR TECHNO-COMMERICAL BID TO QUALIFY FOR OPENING OF PRICE BID FOR AWARD OF WORK

10.1: Techno-Commercial bids which do not fulfill any of the qualifying criteria specified in the NIT shall be rejected and shall not be considered for further evaluation.

10.2 Technical bids received will be ranked by awarding marks out of 100 (T) by an Evaluation Committee based on the marks earmarked for the following sub-heads.

10.2.1 Financial capacity: **10**

i) Having turn-over from construction works only not less than 30% of the value of work during the immediate last three consecutive years shall be awarded 5 marks,

ii. Each additional year having turn-over not less than 30% of the value of work shall carry 2.5 marks

10.2.2 Experience: **15**

Having experience of executing similar Works during the last seven years.

i. Each work of value not less than 80% of the value of work – 7.5 marks

ii. Each work of value not less than 60% of the value of work – 3.75 marks,

iii. Each work of value not less than 40% of the value of work – 2.5 marks

10.2.3. Maximum size work during last 7 years. **15**

Each works of minimum value not less than 80% the value of work under consideration completed during the last seven years shall carry 5 marks.

i. Each works of minimum value not less than 60% the value of work under consideration completed during the last seven years shall carry 3 marks.

10.2.4 Record of completion in time of major works during the last 7 years. **15**

i. Each work of value not less than 80% of the value of work shall carry 7.5 marks

ii. Each work of value not less than 25% of the value of work shall carry 5 marks

10.2.5 Experience of executing works in the North-East region of India during the last 7 years. **10**

i. Each work of value not less than 25% of the value of work – 2.5 marks.

10.2.6 Firm's Infrastructure (Shall be awarded as per the proposed manpower, tools and plants for respective projects) **10**

10.2.7 Testimonials from clients of major works that have been completed or are nearing completion. **10**

- i. Each testimonial regarding good quality and good progress shall be awarded 5 marks. Value of work shall not be less than 25% of the value of work under consideration.

10.2.8 Quality of work of value not less than 25% of the value of the work under consideration in recent works (through inspections or through testimonials if inspections are not feasible) very good- 5 marks, good-3 and satisfactory- 1.5 marks, 15

The minimum mark to be secured by a bidder to qualify for opening of the price bid of the work shall be 50

10.3 Price Bids and justified estimate: Price bids of only those contractors who have secured the minimum qualifying marks as mentioned herein above shall be opened. During the opening of the price bid a justified estimate prepared based on the prevailing market rates as on the date of tender and kept under sealed cover for the work shall also be opened and value of the justified estimate shall be declared to all the members present in the opening of the price bids. The justified estimate shall be prepared as per PWD(Assam) Rate Schedule 2013-14 and by detailed analysis of rates by taking market rates of labour, materials, T&P, cartage etc. by following standard norms and practices for the items which are not available in the PWD(Assam) Rate Schedule.

Reasonability of the rates quoted by the contractors shall be determined by comparing to the justified estimated rates. Quoting of tender with deviation beyond 10% of the justified estimate may be a reason for rejection of any tender.

10.4 Details to be furnished along with the enclosure:

The applicants shall enclose all relevant documents / supplementary papers etc. along with the application. The key information / documents to be furnished along with the application are listed below:

- a. Details as per ANNEXURE-II, duly filled up & signed.
- b. Attested / Notarized copy of deed of articles of association of the firm.
- c. Power of attorney in the name of person who signed the application.
- d. Financial Statement in ANNEXURE-III, duly filled up.
- e. Solvency Certificate in ANNEXURE-IV
- f. Details about past experience as per ANNEXURE-VIII (A), (B) & (C).
- g. Audited Balance sheet of the company for last five (5) years.
- h. Attested / Notarized copy of the latest Income Tax Clearance Certificate.
- i. Attested / Notarized copy of the latest Sales Tax Clearance Certificate.
- j. Attested / Notarized copies of work order & completion certificate in support of information furnished ANNEXURE-VIII (A) & (B)
- k. Testimonials from clients of major works that have been completed or are nearing completion regarding quality of work/ completion time etc.

- l. ANNEXURE-VII (A), (B)) duly filled in and signed.
- m. Organisation chart, list of manpower / employees, list of zone / branch offices/ ANNEXURE-V (A) duly filled in and signed.
- n. All other ANNEXURE(s) duly filled and signed.

NOTE:

1. Contractors / firms shall submit all the documents mentioned at para 3.4 of Section -3 without fail. Marks shall be awarded based on the data/ information submitted with an undertaking that data/ information furnished are true in all respects. If after verification any such data/ information are not found true or has attempted to conceal any unfavorable data/ information his tender shall be summarily rejected.
2. The list of plant and machineries and manpower viz Degree/ Diploma Engineers proposed to be engaged are to be mentioned clearly as asked in ANNEXURE-VII (A) & (B) and ANNEXURE – V(A) & (B) at Para 3.3 if not mentioned, marks will not be awarded.

PROFORMA OF AGREEMENT

CONTRACT AGREEMENT FOR THE WORK OF.....

DATED..... (.....Two Thousand.....) Between M/s.
..... in the town of
.....hereinafter called the “**CONTRACTOR**” which term shall unless
excluded by or repugnant to the subject or context include its successors and permitted assignees of
the one part and the Pollution Control Board, Assam hereinafter called the “**OWNER**” (Which term
shall, unless excluded by or repugnant to the subject or context include its successors and permitted
assignees) of the other part.

Whereas :

A. The Owner being desirous of having provided and executed certain works mentioned, enumerated or referred to in the tender documents including short Tender notice , General Tender Notice, General Conditions of Contract, Special conditions of Contract, Specifications, Drawings, Plans. Time Schedule of Completion of Jobs, Agreed Variations, other documents has called for Tender.

B. The Contractor has inspected the site and surroundings of the works specified in the tender documents and has satisfied himself by careful examination before submitting his tender as to the nature of the surface strata, soil, sub-soil and ground, the form and nature of site and local conditions , the qualities, nature and magnitude of the work, the availability of labour and materials necessary for the execution of work, the means of access to site, the supply of power and water thereto and accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and things referred to, or implied in the tender documents or having any connection therewith, and has considered the nature and extent of all probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the work to be carried out under the contract, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the work and which might have influenced him in making his tender.

C. The Notice Inviting Tender, General Conditions of Contract, Special Conditions of Contract Specifications, Drawings, Plans, Time Schedule of Completion of Jobs, and other documents, copies of all which are hereto annexed and marked “A”, The letter of submission of Tender and Acceptance of tender and any statement of agreed variation with its enclosures, copies of which are also hereto annexed and marked “B” form part of this contract though separately set out herein and are included in the expression “CONTRACT” wherever herein used .

And Where as

The Owner accepted the Tender of the Contractor for the provision and the execution of the said work at the rates stated in the schedule of quantities of works and finally approved by Owner (herein after called the “Schedule of Rates”) upon the terms and subject to the conditions of contract.

Now This Agreement Witnesseth And it is hereby agreed and declared as follows :-

1. Inconsideration of the payment to be made to the Contractor for the work to be executed by him, the Contractor hereby covenants with the Owner that the Contractor shall and will duly provide, execute and complete the said works and shall do and perform all other acts and things in the contract mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said works and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the contract.

2. In consideration of the due provision execution and completion of the said works, Owner does hereby agree with the Contractor that the Owner will pay to the Contractor the respective amount for the work actually done by him and approved by the Owner at the Schedule of Rates and such other sum payable to the Contractor under provision of Contract, such payment to be made at such time in such manner as provided for in the Contract.

AND

3. In consideration of the due provision, execution and completion of the said works the Contractor does hereby agree to pay such sums as may be due to the Owner for the services rendered by the Owner to the Contractor, such as power supply, water supply and others as set for in the said contract and such other sums as may become payable to the Owner towards the controlled items of consumable materials or towards loss, damage to the Owner's equipment, materials construction plant and machinery, such payments to be made at such time and in such manner as is provided in the Contract.

It is specifically and distinctly understood and agreed between the Owner and the Contractor that the Contractor shall have no right, title or interest in the site made available by the Owner for execution of the work executed or in the buildings, structures or works executed on the said site by the Contractor or in the good articles, materials etc. brought on the said site unless the same specifically belongs to the Contractor and the Contractor shall not have or deemed to have any lien whatsoever charge for unpaid bills nor will be entitled to assume or retain possession or control of the site or structures and the Owner shall have an absolute and unfettered right to take full possession of site and to remove the Contractor, their servants, agents and materials belonging to the Contractor and laying on the site.

The Contractor shall be allowed to enter upon the site for execution of the works only as a licensee simpliciter and shall not have any claim, right, title or interest in the site or the structures erected thereon and the Owner shall be entitled to terminate such license at any time without assigning any reason.

The material including sand, gravel, stone, loose earth, rock etc., dug up or excavated from the said site shall, unless otherwise expressly agreed under the contract exclusively belong to the Owner and the Contractor shall have no right to claim over the same and such excavations and materials should be disposed of on account of the Owner according to the Instructions in writing issued from time to time by the Engineer-in-charge.

In witness whereof the parties have executed these presents in the day and the year first above written.

Signed and Delivered for and on behalf of
Owner Indian Board of Technology
Guwahati

Signed and Delivered for and on
behalf of Contractor

Date :

Date :

Place :

Place :

In presence of the Witnesses

1..... 1.....

.....

.....

2..... 2.....

PROFORMA OF BANK GUARANTEE

(On non-judicial paper of appropriate value)

To
The Member Secretary,
Pollution Control Board, Assam
Guwahati, Assam

Dear Sirs,

M/s..... have
taken tender for the work of.....
for Pollution Control Board, Assam.

The tender Conditions of Contract provide that the Contractor shall pay a sum of ₹
.....
(Rupees.....) as earnest money/ initial
full Security deposit in the form therein mentioned. The form of payment of earnest money/
security deposit includes guarantee executed by Schedule 'A' Bank, undertaking full
responsibility to indemnify Pollution Control Board, Assam in case of default.

The said..... has approached us and
at their request and in consideration of the promises
we.....

having our office at have agreed to
give such guarantee as hereinafter mentioned.

1. We.....
hereby undertake and agree with you that if default shall be made by
M/s.....
in performing any of the terms and conditions of the tender or in payment of any
money payable to Pollution Control Board, Assam we shall on demand pay to you in
such manner as you may direct the said amount of Rupees.....
only or such portion thereof not exceeding the said sum as you may from time to time
require.
2. You will have the full liberty without reference to us and without affecting this
guarantee, postpone for any time or from time to time the exercise of any of the
powers and rights conferred on you under the contract with the said
..... and to enforce or to forbear from
endorsing any powers or rights or by reason of time being given to the said
..... which under
law relating to the sureties would but for provision have the effect of releasing us.
3. Your right to recover the said sum of ₹
(Rupees.....) from us in
manner aforesaid will not be affected or suspended by reason of the fact that any
dispute or disputes have been raised by the said
M/s..... an
d/or that any dispute or disputes are pending before any officer, tribunal or court.
4. The guarantee herein contain shall not be determined or effected by the liquidation or
winding up, dissolution or change of constitution or insolvency of the
said..... but shall in all respects and for all purposes be binding

and operative until payment of all money due to you in all respect of such liabilities is paid.

5. Our liability under this guarantee is restricted to Rupees.....Our guarantee shall remain in force until.....unless a suit or action to enforce a claim under Guarantee is filed against us within six months from(which is date of expiry of guarantee) all your right under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.
6. We have power to issue this guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do under the power of Attorney dated.....granted to him by the bank.

Yours faithfully,

Bank

.....
By it's Constituted Attorney

Signature of a person duly authorised to
sign on behalf of the bank.

GUARANTEE AGAINST ADVANCE PAYMENT

This deed of Guarantee made this

day of.....between

.....and wherever the context so requires includes its successors and assigns hereinafter called "They Surety" and.....a Company registered under the Companies Act of 1956 and having its Registered Office at..... and wherever the context so requires includes its successors and assigns, hereinafter called "the Owner".

WHEREAS M/s.....(a company registered under the Companies Act of 1956 having its registered office at(Wherever applicable) and wherever the context so requires includes its successors and assigns, hereinafter called the " Contractor" has undertaken to the terms and conditions mentioned in the :

(a) Letter of Intent No.....dated.....

OR

(b) Agreement No.....dated.....

referred to as "the said Contract"

AND WHEREAS the Owner has agreed to make an advance of ₹(Rupees..... being) % value of the contract on as provided in the contract as the said advance to the Contractor carrying no interest.

AND WHEREAS the Contractor has agreed with the Owner authorising him to deduct under the terms of the said contract from the amount that becomes due the payable to the Contractor as per the terms and conditions described under the clause "Terms and Conditions of Payments" of the Contract on proper execution of the Contract.

Now this deed witnesseth that in consideration of the said advance or any balance thereof made by the Owner to the Contractor, the surety hereby GUARANTEES the payment of the said advance by the Contractor, undertakes to pay the Owner on demand the said sum of ₹ subject to the following conditions.

(a) "Surety hereby gives an irrevocable guarantee and declares that its liability under this bond shall extend to the payment of the whole of the amount viz. ₹paid as advanced as provided for in the contract "as the said advance"

(b) this guarantee shall remain in force and effect so long as the said advance of any part thereof remains outstanding and shall expire and become ineffectual only after the recovery of the entire sum of ₹ covered by the Guarantee and upon intimation thereof being given by the Owner to the Surety, in which event, the Surety shall be discharged by the Owner.

(c) the Surety shall not be discharged or released from the Guarantee by any arrangement made between the Owner and the Contractor with or without the Consent of the surety or by any alteration in the obligations of the parties or by any indulgence, forbearance, whether as to payment , time performance or otherwise.

(d) The Guarantee shall come in to force from the date Contractor receives from the Owner the said advance.

(e) Notwithstanding anything stated above, the liability of the Surety under the guarantee is given is not completed or fully performed, the surety (bank) hereby agrees to further extend the Guarantee till such time as is required to fulfill the contract.

INDENTURE FOR SECURED ADVANCED

THIS INDENTURE made.....
day.....2012
between.....

..... (hereinafter called the Contractor which expression shall where the context so admits or implies be deemed to include his executors, administrator and the assigns) of one part and Indian Board of Technology Guwahati (hereinafter called the IIT G which expression shall where the context so admits or implies be deemed to include its successors in office and assigns) of the other part.

WHEREAS by an agreement No.....dated.....
(hereinafter called the said agreement the Contractor has agreed.....
and WHEREAS the Contractor has applied to the PCBA that he may be allowed advance on the security of materials absolutely belonging to him and brought by him to site of the works, the subject of the said agreement for use in the construction of such of the works a he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charges) and where as the PCBA has agreed to advance to the Contractor an amount upto
₹.....(Rupees.....
.....only) on the security of the quantities and other particulars of the materials on the security of which the advance or advances are made as detailed in the secured advance account forming part of the running account bill preferred from time to time and signed by the Contractor for the said works.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of amounts aggregating to the sum of ₹
.....(Rupees.....
.....only) on or after the execution of these presents paid to the Contractor by the PCBA (the receipt where of the Contractor hereby acknowledge) Contractor doth hereby covenant and agree with the PCBA declare as follows :

1. That the said sum aggregating to
₹.....(Rupees.....
.....only) so advanced by the PCBA to Contractor as aforesaid shall be employed by the Contractor in or towards expending the execution of the said works and for no other purpose whatsoever.

2. That the materials detailed in the said Running Account Bills which have been offered to and accepted by the PCBA as Security are absolutely the Contractor's own property, and free from encumbrances of any kinds and Contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the Contractor hereby agrees to indemnify the PCBA against all claims to any materials in respect of which an advance has been made to him as aforesaid.

3. That the materials detailed in the said Running Account Bills (hereinafter called the said materials) shall be used by the Contractor solely for the execution of the said works in accordance with the directions of the Engineer-in-Charge and in terms of the said agreement.

4. That the Contractor shall make at his own cost all necessary and adequate arrangement for the proper watch, safe custody and protection against all risk of the said materials and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and on his own responsibility and shall at all times be open to inspection, by the event of the said materials or any part thereof being stolen, destroyed or damaged the Contractor will forthwith replace the same with other materials of like quality or repair and make good same as required by the Engineer-in-Charge.

5. That the said materials shall not on any account be removed from the site of the said works except with the written permission of the Engineer-in-Charge or an officer authorised by him on that behalf.

6. That the advance shall be repayable in full when or before the Contractor receives payment from the PCBA of the price payable of him or the said works under the terms and provisions of the said agreement provided that if any intermediate payments are made to the Contractor on account of the work done then on the occasion of each such payment the PCBA will be at liberty to make recovery from the Contractor's bill for such payment by deducting there from the value of the said materials then actually used in the construction and in respect of which recovery has not been made previously the value for this purpose being determined in respect of each description of materials at the rates at which the amounts of the advances made under these presents were calculated.

7. That if the Contractor shall at any time make any default in the performance or observance in any of the terms and provisions of the said agreement the total amount of the advances that may still be owing in the PCBA together with the interest thereon at twelve percent per annum from the date or respective dates of such advance to the dates of payment will with all costs, charges, damages and expenses incurred by the PCBA in the recovery thereof or the enforcement of the security or otherwise by reason of the default of the Contractor shall become payable by the Contractor hereby covenants and agrees with the PCBA to repay and pay the same respectively to him accordingly.

8. That the Contractor hereby gives charge all the said materials for the repayment to the PCBA of the said sum aggregating to ₹(Rupees.....
.....only) and all costs, charges, damages and expenses payable under these presents PROVIDED ALWAYS AND it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the powers contained therein if and whenever the money owing shall not be paid in accordance herewith the PCBA may at any time thereafter adopt all or any of the following courses as he may deem best :-

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

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

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

9. That in event of any conflict between the provisions of these presents and the said agreement the provisions of the said agreement shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been herein before expressly provided for, the same shall be referred to arbitration as provided in the said agreement.

IN WITNESS WHEREOF.....
.....and..... PCBA by the order and under the directions of
PCBA have herein to set their respective hands the day and year first above written.

Signed, sealed and delivered
by the said Contractor in the
Presence of
Witness

Signature :

Name :

Address :

Address :

Witness :

Special Conditions of Contract

Special conditions of contract shall be frame out according to the requirement of work to show the following:

1. Scope of work : Excavation for approach Road & Development work of site for proposed office complex.
2. Time Schedule : Within 3 (three) months.
3. List of machineries required at site : Excavator and Rock drilling machines etc.
4. Incentive for early completion : No such incentives.
5. Scope of supply : No any material will be supplied from the Board.
6. Quality assurance and quality control : Board will monitor the quality of the work.
7. Test and inspection : Inspection will be carried out from time to time by the Board's officials.
8. Billing scope : Running account bill/ 1st & Final Bill.
9. Mobilization advance : Nil
10. Price escalation : As per RBI Index
11. And any other relevant matter : Attested copies of all supporting documents regarding Registration, Qualification and Experience etc. have to be enclosed.

PART-B (PRICE BID)**BILL OF QUANTITIES (BOQ)**

Name of Work : Excavation for Road and Site Development works in the plot allotted by Govt. for construction of Office complex for Regional Laboratory cum Office, Tezpur of PCBA at Tezpur.

NIT No. : WB/TEZ/T-1318/12-13/123; Dated Guwahati the, 30th June, 2015

| Sl. No. | Description of Items | Unit | Qty. | Rate in Figure | Rate in Words | Amount (Rs.) |
|---|---|------|------|----------------|---------------|--------------|
| 1 | Earth work in excavation of hill for making road including disposal of ordinary soil within 100 mtrs at site given by the authority for refilling the quantity as necessary for completion of the work with all lift as directed and specified. In hard & dense soil | Cum | 6392 | | | |
| 2 | Excavation in soft rock or laminated rock or medium shale with lift upto 15 mtrs. And measured in stack deducting void of 12.5% | Cum | 1200 | | | |
| 3 | Excavation in hard rock with lift upto 15 mtrs. And measured in stack deducting void of 12.5% Without using blasting materials (where blasting is not possible / not permissible) | Cum | 800 | | | |
| Total Amount (Rs.) | | | | | | |
| Rebate if any (Percentage basis) | | | | | | |
| Total amount after rebate (Rs.) | | | | | | |