



BHADERWAH DEVELOPMENT AUTHORITY

BHADARWAH.

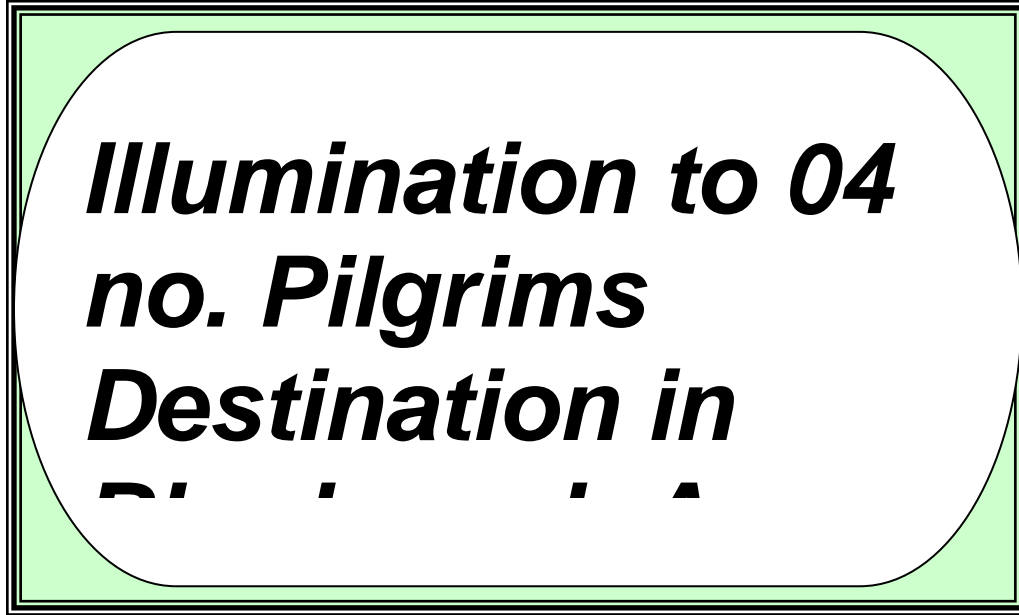
TENDER DOCUMENT FOR

***Illumination to
04 no. Pilgrims
Destination in
Bhadarwah***

*Chief Executive Officer
Bhadarwah Dev. Authority*

SALE AND ISSUE OF TENDER DOCUMENT

FOR



Reference to NIT No: 14 of 10/2013

Issued to	
Registration Card No:	
Cost of Document	
Received Vide Receipt No:	
Dated:	

Signature of the issuing Authority

*Executive Engineer
Bhaderwah Development Authority
Bhaderwah (Doda)*

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MEMORANDUM

I/We tender for the execution of _____ and

the work specified under written memorandum within the time specified in such memorandum at the rates specified in the attached schedule of quantities and in accordance, in all respects, with the specifications, design and instructions in writing, referred in the condition of contract and with such materials as are provided for, and in all other respects in accordance with such conditions so far as possible and applicable.

Name of the Employer	Chief Executive Officer, Bhaderwah Development Authority, Bhaderwah
General Description	
Earnest Money	
Amount	
CDR No:	
Dated:	
Name of Bank:	
Security Deposit	10% of the value of work
Defects Liability period	One year from the date of handing over
Time of Completion	____ Days from the three days after award of allotment or actual date of start which ever is earlier
Refund of security	50% on virtual completion of work & balance on expiry of defects liability period. One year from the date of completion and handing over of the project to the Authority

Should this tender be accepted in whole or in part, I/we hereby agree:-

- i. To abide by all terms and provisions of the said conditions annexed here to and all the terms and provisions contained in the Notice Inviting Tenders, so far as applicable and/r in default thereof to forfeit & pay to the Employer, or their successors the sum of money mentioned in the said conditions.
- ii. To execute all the works referred to in the tender documents upto the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered upto a maximum of 50% (fifty percent) of the tendered value at the rates quoted in the tender documents.

A sum of Rs. _____ lacs (Rupees _____) is hereby forwarded in the shape of C.D.R. pledged to the C.E.O, Bhaderwah Development Authority, Bhaderwah, Doda, as earnest money. If, I/We, fail to commence the work specified in the above memorandum. I/we agree that the said Employer or their successors in office shall without prejudice to be at their right of remedy & at liberty to forfeit the said Earnest money absolutely. Otherwise the said earnest money shall be retained by the Employer.

Date: the _____ day of _____ 2013.

Signature of Contractor,
Before submission of tender

Witness _____

Contractor

Letter of Acceptance

The above tender for the sum of Rs. _____ (Rupees
_____ only) submitted by
_____ is hereby accepted by me the Chief Executive
Officer, Bhaderwah Development Authority, Bhaderwah, District Doda, J&K State.

The _____ Day of _____ 2013.

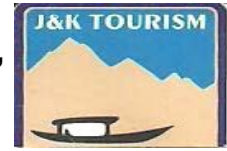
Signature of Employer

Contractor



**GOVERNMENT OF JAMMU AND KASHMIR
OFFICE OF THE CHIEF EXECUTIVE OFFICER,
BHADARWAH DEVELOPMENT AUTHORITY
BHADARWAH, DISTRICT DODA.**

Tele/Fax 01997-244049



Extension Notice

Ref: This Office NIT No: 14 of 10/2013 invited vide this office No: BDA/2013-14/3205-16 dated 25-10-2013.

Due to poor response from the contractors/firms the date of receipt of tender for the work **“Illumination to 04 No. Pilgrims Destination in Bhadarwah Area.”** is hereby extended and rescheduled as under:-

- | | |
|---|-----------------------|
| 1. Last date of receipt of application and issue of tender document. | up to 20-11-2013 |
| 2. Date of receipt of tenders under registered cover in the office of the CEO BDA. | 22-11-2013 up to 2 pm |
| 3. Date of opening of tenders by the authority level tender opening committee in the office of the CEO BDA. | 22-11-2013 at 3 pm. |

The tender document can also be downloaded from our official website www.bhadarwahheavens.com up to 20-11-2013 and the cost of tender document for the specified amount (non-refundable) shall be accompanied with the tender document of dated 20-11-2013.

All other general terms and conditions shall be remain same as advertised vide this office NIT as referred above.

Executive Engineer
Bhadarwah Dev. Authority

No: BDA/2013-14/_____

Dated:_____

Copy to the:-

1. Commissioner Secretary to Govt. Tourism and culture Deptt. Civil sect. Srinagar for favour of information.
2. District Development Commissioner Doda for favour of information.
3. Director Tourism Jammu for favour of information.
4. Sub Divisional Magistrate Bhadarwah for favour of information.
- 5-6 Chief Executive Officer Bhadarwah Dev. Authority/KDA for favour of information.
- 7-8 President Contract Association Bhadarwah/Doda for information.
9. Publicity Manager BDA for up loading of extension notice on our official website the process of downloading should be stopped on 20-11-2013.
- 10-11. Office file/notice board.



**GOVERNMENT OF JAMMU AND KASHMIR
OFFICE OF THE CHIEF EXECUTIVE OFFICER,
BHADERWAH DEVELOPMENT AUTHORITY
BHADERWAH, DISTRICT DODA.**

Tele/Fax 01997-244049



NOTICE INVITING TENDER

NIT No: 14 of 10/2013

For and on behalf of the Governor of Jammu and Kashmir, Bhadarwah Development Authority invites sealed item rates tender affixed with Rs 6/- revenue stamps from the reputed, approved, and eligible electric Contractors/Distributors/suppliers for the below mentioned work. The work is to be executed in accordance with the terms and conditions, specifications, prescribed in tender document.

S. No	Name of work	Approx. Cost (Rs. In Lacs.)	Earnest Money (Rs in Lacs.)	Time of Completion	Cost of Tender Documents (in Rupees)	Last Date for receipt of application and issue of Tender Documents	Class of Contractor
1	Illumination to 04 no. pilgrims destination in Bhadarwah area	Rs 24.10 lacs	0.482 lacs	15 days	5000.00	05-11-2013	Electric Contractors/ Distributor/ suppliers

Terms & Conditions:

1. The tender Documents can be had from the office of the Chief Executive Officer, Bhadarwah Development Authority, Bhadarwah, District Doda, J&K, against payment of specified cost (nonrefundable) in cash or by bank draft or the same can be downloaded from the official web site of Bhadarwah Development Authority www.bhadarwahheavens.com w.e.f. **01-11-2013 up to 05-11-2013 and the cost of tender document of specified amount (nonrefundable) shall be accompanied with the tender of dated up to 05-11-2013.**
2. The tender document shall be issued only to the original contractor after production of the attested copy of valid registration certificate duly renewed for the year 2013-14, CDR of the specified amount, sale tax clearance certificate ending last quarter issued by sale tax department with PAN No.
3. The tender should be addressed to the Chief Executive Officer, Bhadarwah Development Authority, and sent under Registered post which should reach in this office of the Chief Executive Officer Bhadarwah Development Authority on or before **08-11-2013 up to 2 pm.**
4. The tender will be opened by the authority level tender opening committee headed by Chief Executive Officer, Bhadarwah Dev Authority, at Bhadarwah in his office chamber on **08-11-2013 at 3 PM** in presence of the contractors or their authorized representatives who may like to be present.
5. The tender must be accompanied by earnest money in the form of Call Deposit Receipt for amount shown against the work of any scheduled bank pledged to the Chief Executive Officer Bhadarwah Development Authority without which no tender shall be entered.
6. The earnest money will be released to the unsuccessful tenderers after 28 days from the date of acceptance of tender and in the case of successful tenderer it will be accounted towards security deposit. The earnest Money may be forfeited if the tenderer withdraws the tender after tender opening during the period of validity. No duplicate document shall be issued in lieu of reportedly issued and lost document.
7. As soon as acceptance of the tender is communicated to the successful tenderer, the contract shall be complete and binding on him. The successful tenderer shall execute an agreement with the Bhadarwah Development Authority within 7 days of the communication of acceptance of his tender to him. The expenses on that account and incidental charges shall be born by the tenderer. Failure to execute such an agreement shall not, however, prevent the contract from being enforced against him. The date of start of work shall be reckoned after seven days from the date of issue of allotment letter or actual start of work which ever is earlier.

8. In case of failure of the contractor to execute the work in part or in full the act shall amount to breach of contract. A registered notice or notice sent through a special messenger to the contractor for breach of contract shall be sufficient for authority to wind up or cancel his contract. In case contractor avoids receiving the notice or deliberately gives wrong address for communication where it becomes practically difficult to deliver the notice, the same shall be pasted on the entry gate of his known address in presence of a witness and the notice shall be treated as service notice to the contractor. His earnest money will be forfeited and he will be blacklisted for future. The BDA will be at liberty to get the left over work executed at his risk and cost. Any additional amount involved for such execution may be recovered from other claims/ resources of the contractor.
9. Misconduct or Misbehavior if any observed during the tender opening process with any officer/ official shall be dealt in terms of the enlistment & registration of contractors rules in the PWD and may result in recommendation for cancellation of registration card issued by any department.
10. The tenders shall be valid for at least 120 days from the date of opening. In the event of successful tenderers failing, declining or delaying the execution of the agreement, the Authority shall, without prejudice to any other remedy available to it under any law, for the time being in force in the state, be entitled to forfeit the earnest money in full or in part and impose such penalty as may be determined by the Authority.
11. The tenders on plain paper/ telegraphic tenders/ conditional tenders shall be rejected. Tenderers are advised to quote complete item rates (including material carriages & incidentals) against the advertised Bill of quantities. Tenders written in pencil shall be rejected. Tenders should be clearly written and writing sealed with transparent tape.
12. The tenders accepted will be checked by the Authority for any arithmetical errors. Errors will be corrected by the Authority as follows:
 - where there is a discrepancy between the rates in figures and in words, the rates in words will govern; and
 - Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
 - The amount stated in the tender will be adjusted by the Authority in accordance.
13. The Authority reserves the right to itself to accept or reject any tender or part thereof or allot the contract to any contractor in full or in part without assigning any reason thereof.
14. In case of any dispute arising at any time between the tenderer and the Authority regarding interpretation of any of the terms and conditions of this notice, the same shall be referred to an officer of the Government as the concerned Minister In-charge may nominate for arbitration under the law for arbitration for the time being in force in the state. The decision thereon of the Arbitrator shall be final, conclusive and binding on the parties. During arbitration case the Authority will not withhold the payment of undisputed items nor will the contractor stop the work till decision of the Arbitration.
15. Any clarification required by the tenderer in regard to the technical points etc. mentioned in the tender or the annexure hereto or otherwise pertaining to the works may be sought from the consultant or Executive Engineer, Bhaderwah Development Authority, Bhaderwah on any working day.
16. The tenderer may in his own interest inspect and examine the site and its surroundings, as also means or access to site and satisfy him-self before tendering as to the nature of ground, climatic conditions, the form and nature of site, by making prior appointment with the Executive Engineer, BDA, Bhadarwah well in time.
17. The following requirements should be adhered to:
 - The tender document should be signed and dated on each page by the tenderer or his duly authorized agent.
 - The tender document should be accompanied by a certified true copy of Power of Attorney of the signatory to the document. The Power of Attorney should include the power to agree to refer disputes to arbitration.
18. The tenderer shall not be entitled to any cost, charges or expenses incurred by them, or incidental to, or in connection with the preliminary investigations, surveys and preparation of design or submission of tender etc. In case the tender submitted by the tenderer is not accepted, tender document will not be returned to him.
19. The tender submitted by an individual shall be signed with his full name and his complete address shall be recorded thereon. If it is submitted by a firm, it shall be signed by a member of the firm who is duly authorized to enter into the contract. He shall sign his own name and give the name and address of each member of the firm and shall furnish power of Attorney along with the tender.
20. No foreign exchange shall be made available to the tenderer in connection with the execution of the work.

21. The work shall be carried out strictly according to the terms and conditions, specifications, design, drawing and plans described in Annexure. Where specifications do not cover any item, the specifications, terms and conditions of the firm in force shall be made applicable.
22. Immediately after the communication of the acceptance of the tender, the contractor shall submit for approval the proposed methodology and program of construction backed with equipment and material planning and deployment duly supported with broad calculations and quality management plan proposed to be adopted justifying their capability of execution and completion of the work as per technical specifications and within stipulated period of completion. No payment shall be made to the contractor on any account until such a programme has been submitted and approved.
23. All other terms and conditions if not covered but in vogue in State PWD shall hold good and form part of this NIT.
24. After opening the tenders, if the tendered amount works out 10% below the advertised cost extra security deposit 10% of the Adv. Cost shall have to be deposited by the lowest tenderer before allotting the work..
25. The contractor/firm shall be paid for the actual quantity of work executed and as measured at the site at the rate accepted by the deptt. The Deptt; reserves the right to increase or decrease any item or items of work. Any claim by the firm/Agency on this account shall not be entertained. The rates quoted shall hold good for any increase/decrease in quantity.

Sd/-
Executive Engineer
Bhadarwah Development Authority

No: BDA/2013-14/3205-16_

Dated: 25-10-2013

Copy to the:-

1. Commissioner Secretary to Government, Tourism & Culture Department, J&K Govt. Civil Secretariat, Jammu for information.
2. The District Development Commissioner, Doda for information.
3. Director Tourism Jammu for favour of information.
4. Additional District Development Commissioner Doda for information.
5. Sub Divisional Magistrate Bhadarwah for information.
- 6-7 Chief Executive Officer Bhadarwah Development Authority Bhadarwah/Kishtwar Dev. Authority for information.
8. Executive Engineer R&B Div. Bhadarwah.
- 9-10 President Contractor Association Bhadarwah/Doda for information.
11. Publicity Manager BDA for uploading of NIT 13 on our official website. The process of downloading should be stopped on 30-09-2013
11. Notice Board
12. Office file

CHAPTER II
GENERAL CONDITION OF CONTRACT

1. **DEFINITION:**

- The ‘Contract’ means the documents forming the tender and acceptance thereof, the formal agreement executed between Employer, and the contractor; and instructions & drawings issued from time to time. These above mentioned documents shall be treated as complementary to one another.
- In the contract the following expression shall, unless the context otherwise requires, have the meanings hereby respectively assigned to them:
 - “Authority” shall mean Baderwah Development Authority (BDA).
 - “Chief Executive Officer” shall mean Chief Executive officer, Baderwah Development Authority, Baderwah.
 - “Executive Engineer” shall mean Executive Engineer, BDA.
 - “PWD” shall mean Public Works Department of Govt. of J&K.
 - The expression ‘Works’ or “Work’ shall mean all works to be executed by the contractor in accordance with designs, drawings, plans & specifications described in this contract document.
 - The ‘Site’ shall mean the land and or other places on into or through which work is to be executed under the contract & shall also mean any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
 - The ‘Contractor(s)’ shall mean the individual or the firm or the company whether incorporated or not, undertaking the works & shall include the legal representative of such individual or the person composing such firm or company, or the successors of such firm or company and the permitted assigns of such individuals or firm or of company.
 - The ‘Employer’ means Chief Executive Officer, Baderwah Development. Authority, Baderwah, District Doda, Jammu.
 - ‘Engineer-in-Charge’ means Executive Engineer, BDA or any other person who may be deputed to the site of work from time to time by the Authority and authorized in writing for any purpose in relation to, or in connection with this contract.
 - ‘Plant’ and ‘equipment’ shall mean plant, machinery equipment, pipe work services & all other things to be provided, erected, installed, commissioned and maintained in accordance with the Contract.
 - ‘Temporary Works’ means all temporary works of every kind required in or about the execution completion and maintenance of the works and Plant.
 - ‘Approved’ means approved in writing including subsequent written confirmation of verbal approval and ‘approval’ means approval in writing including as aforesaid.
 - “Drawing” shall mean the drawings referred to in the specifications and any modification of such drawings approved in writing by the consultant/Executive Engineer with consent of the CEO and such other drawings as may from time to time be furnished in writing by the consultant/Executive Engineer with the approval of the Chief Executive officer.

- “Notice in writing or Written Notice” shall mean a notice or a communication in writing, typed or printed sent either under registered post or ordinary post to the last known private or business address or delivered personally by hand to the contractor.
- “Virtual Completion” Shall mean when the Work under this contract is in the opinion of the Executive Engineer fit for use and taken over by the Authority, after removal of scaffolding, plants, surplus materials and rubbish and cleaning of dirt from works and site including testing etc, complete in accordance with regulations in force.
- The terms “Bill of Quantities” and “Schedule of Prices” wherever they occur in this Contract shall be treated as synonymous & interchangeable

Singular & Plural	Words importing the singular only also include the plural and vice versa where the context requires.
Reading or Notes	The marginal headings of notes shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction of various clauses or of the Contract.
Works include plant	The term “Works” shall be deemed to include “Plant” and “Equipment” as here in Equipment above defined wherever the context so requires but NOT vice versa.

2. Duties & Power of Engineer-in- Charge

The duties of the Engineer-in-Charge is to watch and supervise the works and to examine any materials to be used or workmanship employed connected with the project.

3. Assignment:

The Contractor shall not assign the contract or any part thereof or any benefit or interest therein or there under (other than a charge in favour of the contractor’s Bankers) of any amount due or to become due under this contract without the prior written consent of the Employer.

4. Sub-Let:

The Contractor shall not sub-let the whole or part of the Works, except where otherwise provided in the contract, the contractor shall not sub-let any part of the works without the prior written consent of the Employer (which shall not be unreasonably withheld) but such consent if given shall not relieve the contractor and he shall be responsible for the acts, defaults and negligence of any sub-contractor, his agents, servants or workmen as fully as if they were acts, defaults or neglects of the contractor his agents, servants and workmen. Provided always that, the provision of labour on a piece work basis, raw materials for the construction of works and items of plant/Equipment shall not be deemed to be sub-letting under this clause.

5. Documents, Mutually or Explanatory

The several documents forming the part of contract are to be taken as mutually explanatory of one and other and in case of ambiguities or discrepancies, the same shall be brought to the notice of the Engineer-in-Charge the order of procedure shall be

- Drawings & instruction issued to the Contractor.
- Schedule of Quantity Specifications.
- Special conditions on Contract and Notice Inviting Tender.
- General conditions of Contract.
- The Engineer-in-Charge who shall there upon issue to the Contractor instructions directing in what manner the work is to be carried out.

6. Drawings:

The drawings are detailed to contain the specification as also the procedure for instructions. The Contractor shall give adequate notice to the Engineer-in-charge of any further drawings or specification that he may require for the execution of the works, under the Contract, well in advance for execution. This shall not however be an excuse for delay in completion of any work.

7. One copy of the Drawings to be Kept at site:

One copy of the Drawings shall be kept by the Contractor at site and the same shall be available for inspection & use by the Engineer-in-charge, or by any other persons authorized by the Engineer-in-charge in writing. One copy shall be signed & kept on records so as to confirm contractor's acceptance of having quoted for the works under reference.

8. Drawings Instructions.

The Engineer-in-Charge shall have full power and authority to supply to the contractor, from time to time during the progress of the works such further drawings and instructions as shall be, necessary for purpose of the proper and adequate execution and maintenance of the works and the Contractor shall carry out and be bound by the same.

9. Contract Agreement:

The Contractor shall when called upon so to enter into & execute a contract agreement in the form annexed with such modifications as may be necessary.

10. Inspection :

The Contractor shall inspect and examine the site and its surroundings & of site. shall satisfy himself before submitting his tender as to the nature of the ground and sub-soil the form and nature of the site and quantities and nature of the work and materials necessary for the completion of the works and the means of access to the site, the accommodation he may require & in general shall himself obtain all necessary information as to risk contingencies & other circumstances which may influence or affect his tender.

11. Sufficiency of Tender

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the work and of the rates & prices stated in the priced schedule of the prices if (any), which rates and prices shall except in so far as it is obstruction, otherwise provided in contract cover all his obligations under the contract and all his matters and things necessary for the proper completion and maintenance of the works.

a). of complying with any instructions, which the Engineer-in-charge may issue to the Contractor in connection therewith and

b). of any proper reasonable measures approved by the Engineer-in-charge which the Contractor may take in the absence of specific instructions from the Engineer-in-Charge.

12. Works to Satisfaction of the Engineer- in-Charge:

Save in so far as it is legally or physically impossible, the contractor shall execute, complete and maintain the works in strict accordance with the contract to the satisfaction of the Engineer-in-charge and shall adhere strictly to the instructions and directions issued by Engineer-in-Charge on matters as refer to above.

13. Completion Schedule:

Immediately after the communication of the acceptance of his tender the Contractor shall, submit to the Engineer-in-Charge, for approval a Programme of execution outlining the proposed operations and order of completion of various activities in multiple working shifts giving sufficient details to demonstrate to the Authority the adequacy of the programme to complete the work within the time prescribed under this contract. No payment shall be made

to the contractor/firm on any account until such a programme is submitted and approved. The submission to an approval by the furnishings of such particulars shall not relieve the contractor of any of his duties or responsibilities under the contract.

If the Engineer-in-Charge at any point of time during execution is of the opinion that the work under this contract will or may fall behind the schedule of programme, he may direct for added operations, method, equipment, the number of labours and working shifts so that the time lost is made up.

14. Contractor's Superintendence:

The Contractor shall give or provide all necessary Superintendence During the execution of the works and as long there after as the Engineer-in-charge may consider necessary for the proper fulfilling of the Contractor's obligations under the contract. The contractor or a competent and authorized agent or representative approved in writing by the Engineer-in-charge (such approval may at any time be withdrawn) is to be constantly on the works & shall give his whole time to the superintendence of the same. If such approval shall be withdrawn by the Engineer-in-charge the Contractor shall as soon as is practicable (having regards to the requirement of replacing him as here in after mentioned) after receiving written notice of such withdrawal remove the agent from the site and shall not thereafter employ him again on the site in any capacity and shall replace him by another agent approved by the Engineer-in-Charge. Such authorized agents or representative shall receive on behalf of the Contractor instructions from the Engineer-in-Charge. Contractor shall provide at his own expense cost of hutments/dwelling units for his workers etc. and all such expenses shall deemed to have been taken care of in there quoted rates for the above works.

15. Contractor's Employees

The Contractor shall provide and Employ on the site in connection with the execution & maintenance of the works, only such technical assistants as are skilled & experienced in their respective callings and such sub-agents, foremen and dealing hands as competent to give proper supervision to the work they are required to supervise, and such technical assistant will be in sufficient numbers for each areas of works to be handled either in one area or field or both, contractor shall before start of work give a list of their technical staff and their nature of duties to the Engineer-in- Charge. Such skilled, semi-skilled and unskilled labour as is necessary for the proper and timely execution & maintenance of the works. Where required by the law or regulation of local or other authority, such personnel shall be duly licensee from the competent authority to practice their trades, professions and callings.

16. The Engineer-in-Charge shall be at liberty to object to and require the contractor to remove forthwith from the works any person employed by the contractor in or about the execution or maintenance of their works who in the opinion of the Engineer-in-Charge misconducts himself or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the Engineer-in-Charge to be undesirable and such person shall not be again employed upon the works without the written permission of the Engineer-in-Charge. Any person so removed from the works shall be replaced without delay by the competent substitute approved by the Engineer-in-Charge.

17. The Contractor shall if required by the Engineer-in-Charge deliver returns in such form and at such intervals as the Engineer-in-Charge may prescribe showing the details of supervisory staff and the numbers of he several classes of labour, from time to time, employed by the contractor on the site.

18. Setting out of the works:

The Contractor shall be responsible for the true and proper setting out of the works and for the correctness of the position, levels, dimensions and alignment of all necessary parts of the works and for the provision of all necessary instruments appliances and labour in connection herewith. If at any time during the progress of the works an error shall appear or arise on the position, levels, dimensions or alignment of any part of the works, the contractor on being required to do so by the Engineer-in-Charge shall at his own expenses rectify such error to the satisfaction of the Engineer-in-Charge or his representative unless such error is based on incorrect data supplied in writing by the Engineer-in-Charge in which case the expense of rectifying the same shall be borne by the employer. The checking of any line or level by the Engineer-in-charge shall not in any way relieve the Contractor of his responsibilities for the correctness thereof and the Contractor shall carefully protect and preserve all bench marks sight rails, pegs and other things used in setting out the works.

19. Lighting, Watch and Ward.

The Contractor shall in connection with the works provide & maintain at his own cost all lights, guards, fencing, watch and ward, when and where necessary or required by the Engineer/in-Charge or by the authority for the protection of the works or for the safety and convenience of the public and others.

20. Care of Works/Plant Equipment.

From the commencement to the completion of the work, the contractor shall, take full responsibility for the care thereof, of Temporary works and Constructional plant and in case any damage loss or injury shall happen to the works/plants/Equipment or to any part thereof or to any Temporary work or constructional plant from any cause what-so-ever shall, at his own cost repair and make good orders and conditions, and in connection in every respect with the requirements of the Engineer-in-Charge/instructions.

21. Damage to persons and property:

If the contractor or his workers or servants break, deface, injure or destroy any part of the structure or other property in the vicinity of the works, belonging to any person in or on which they may be working, such structures, road, road kerbs, embankments, fence enclosure, water pipes, cables, drains, electrical or telephone posts or wires, trees, grass or grasslands, or cultivated ground contiguous to the premises on which the work or any part of it is being executed, shall make the same good at his own cost and in default, the Engineer-in-Charge shall cause the same to be made good and deduct the cost thereof from any sums that may be due to the contractor under this contract or from his security deposit.

22. Overtime/ Multiple Shifts

Contractors shall also not charge for any overtime/ Multiple Shift working incurred wholly or partly for uncompleted works etc. or for works which may have to be got done urgently as per the requirements of the Engineer-in-Charge or also as per the drawings supplied from time to time.

23. Third party Insurance

Before commencing the execution of the works, the contractor (but without limiting his obligations & responsibilities under relevant clause hereof) shall insure against any damage, loss or injury which may occur to any person (including any employee of he Employer) by or arising out of the execution of the works or temporary work or in the carrying out of the contract.

24. Accident or injury to workmen.

The Employer shall not be liable for in respect of any damages or compensation to workmen/labors in respect to or in consequence of any accident or injury to any workman or other person in the employment of the contractor save and except an accident or

injury resulting from any act or default of the employer his agents or servants & the contractor shall indemnify & keep indemnified the Employer against all such damages and compensation (save & except as aforesaid) and against all claims demands, proceedings, costs charges & expenses what-so-ever in respect thereof or in relation thereto.

25. Insurance against Accident etc. workmen.

The contractor shall insure against such liability against an insures approved by the employer (such approval shall not be unreasonably withheld and to workmen shall contain such insurance during the whole of the time that person are employed by him on the work and shall when required to the employer such policy of insurance and the receipt for payment of the current premium provided always that in respect of any persons employed any sub-contractor the contractor & obligation to insure as aforesaid under this sub-clause shall be satisfied if the sub-contractor shall have insured in such manner that the Employer is indemnified under the policy but the contractor is to produce to the Employer when required such policy of insurance and the receipt for payment of the current premium.

26. Giving of Notice and payment of fees.

The Contractor shall give all notices and pay all fees required to be given or paid by National or State Statute Ordinance or other Law or any Regulation or Bye-Law of any local or other duly constituted authority in relation to the execution of the works and by the rules and Regulations of all public bodies and companies whose property and rights are affected or may be affected any way by the works or any temporary works.

27. Compliance with statutes any Regulations etc.

The Contractor shall confirm in all respects with the provisions of any such statutes ordinance or law as aforesaid and the Regulations or Bye-Laws of local or other duly constituted authority which may be applicable to the works or to any temporary works and with such rules and regulations of public bodies and companies as aforesaid and shall keep the employer indemnified against all penalties and liabilities of every kind for breach of any such statute ordinance or law Regulation or Bye-Law.

28. Supply of plant material and labour.

Except where otherwise specified, the Contractor shall at his own expense supply and provide all the Constructional plant, Temporary and for Permanent works/plant/equipment labour (including the supervision of thereof) transport to or from the site and about the works and other things or every completion and maintenance of works/plant/equipment.

29. Clearance of site on completion.

On the completion of the Works the Contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and Temporary works of every kind and leave the whole of the site and works clean and in a workman like condition to the satisfaction of the Engineer-in-charge.

30. Labour.

The Contractor shall make his own arrangement for engagement of all labour, local or otherwise and also provide for the transport, housing, feeding and payment thereof.

- The Contractor shall provide on the site to the satisfaction of the Engineer-in-charge water for the use of the Contractor's staff and work people.
- The Contractor shall in all dealings with labour in his employment have due regards to all recognized days of rest, religious festivals, & other customs.
- In the event of any outbreak of illness of an epidemic nature, the contractor shall comply with and carry out such regulations orders and requirements as may be made by the Government or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.

- The Contractor shall at all times take all reasonable precautions to prevent any unlawful riotous or disorderly conduct by or amongst his employees and for the preservation of peace and protection of persons and property in the neighborhood of the works against the same.
- The Contractor shall be also responsible for observance by his sub-contractors of the foregoing provisions.
- The Contractor shall employ labour in sufficient number to maintain the required rate of progress & of quality to ensure a workmanship of a degree required by the specification and to the satisfaction of the Engineer-in-charge. He shall be responsible at his own cost, for all recruiting, transport, welfare, sanitary and other accommodation, provision of necessary passports or permits for all personnel and employee required for this contract.
- The Contractor shall remain liable for the payment of all wages under Wages Act 1936, Minimum Wages Act, 1948, Employee's liability Act, 1936, Workmen's Compensation Act, 1923, Insurance, Provident Fund, Family Pension etc. or any other Act or enactments relating thereto and rules framed there under from time to time. In the interest of the work and its completion target, the contractor shall have to work in more than one shift & no liability in respect of any excess cost arising there from shall be borne by the Employer. The contractor may employ female labours if he chooses but he shall not employ in connection with the works any person who has not completed the minimum age as per law locally applicable.
- The Contractor shall comply fully with local laws dealing with the employment of person including where applicable the Indian Employment of children Act, 1938. The Indian Workmen's Compensation Act, 1923, the Factories Act, 1948, the minimum Wages Act, 1948, Contract Labour (Regulations & Abolition) Act, 1970, and any statutory amendment or re-enactment thereof for the time being in force.
- The Contractor during the progress of the works shall provide, erect and maintain at his own expense and to approved standards and scales all necessary temporary sanitary accommodation required for his workmen on the site in connection with the execution of works. The planning, sitting and erection of these buildings shall be approved by the Engineer-in-Charges & such temporary accommodation shall at all times during the progress of the works be kept tidy and in a clean and sanitary condition to the entire satisfaction of the Engineer-in-charge & at the contractor's expense. The contractor shall conform to the sanitary requirements of local medical & health authorities and at all times adopt such precautions as may be necessary to prevent soil pollution of the site.
- The Contractor shall at his own expense carry out all anti-material or other ailments, instructions given to him by the Engineer-in-charge or by any local authority including the filling up of barrow pits.
- The Contractor shall at his own expense carry out all instructions issued to him by the Engineer-in-Charge to effect a proper disposal of soil and other conservancy work in respect of the contractor's workmen or employees on the site. He shall also conform to the sanitary requirements of the local Medical and Health authorities.
- The Contractor will not at any time do, cause or permit any nuisance on the site or adjoining area or do anything which shall cause unnecessary disturbance or inconvenience to the owners, tenants or occupiers of other properties near the public generally and will secure the efficient protection of all land, river lakes and sea areas against pollution. The Contractor shall attend children of labourers and shall provide for its maintenance and upkeep.

- The Contractor shall provide and maintain upon the works sufficient, proper and efficient life-saving appliance and first aid equipment to the approval of the Engineer-in-charge and in accordance with the requirements of I.L.O Convention No.62. The appliance and equipment shall be for use at all times.
- The Contractor shall organize his operations in a workman like manner and take all necessary precautions to provide safety and prevent accidents on the site to both persons and property, more so if they will be working in proximity to working machinery of existing plants in operation. The Engineer-in-charge shall have the power in requiring the contractor to adopt from time to time such measures as they may consider necessary to ensure the above requirements. The Employer /Engineer-in-charge shall not be responsible for any consequence resulting from violation of safety requirements. In particular the Contractor shall ensure compliance with the following safety codes:-
 - IS: 3696 (Pt. I) - Safety code for scaffolds and ladders pt.I
 - IS: 3696 (Pt. II) - Do- Pt. II – Ladders
 - IS: 4130 (Pt. III) - Safety code for demolition work
 - IS: 4014 (Pt. II) - Code of practice for steel Tubular Scaffolding (Pt. II)- Safety Regulations for scaffolding.
- All statutory laws on labour in vogue from time to time shall be complied with & all basic amenities provided for & by the contractor shall indemnify the Authority against all claims what-so-ever on this.

31. Return of Labour.

The contractor shall if required by the Engineer-in-charge deliver to the Engineer-in-charge Representative or at his office a Return in details in such form and at such intervals as the Engineer-in-charge may prescribe showing the number as the several classes of labour from time to time employed by the Contractor on the site and such information regarding constructional plan as the representative may require.

32. Quantity of Materials and Workmanship and tests.

All materials and workmanship shall be of the representative kinds described in the contract & in accordance with Engineer-in-charge, and shall be subject from time to time to such test as the Engineer-in-charge may direct at the place of manufacture, of fabrication or on the site or at all or any of such places. The contractor shall provide such assistance instruments, machines, labor and materials as are normally required for examining, measuring and testing the quantity of any work & the quality or weight of any material incorporation in the works for testing as may be selected as required by Engineer-in-charge.

33. Cost of samples.

All samples shall be supplied by the Contractor at his own cost, if the supply thereof is clearly intended by or provided for in the specification or Bill of Quantities, but if not then at the cost of the Employer.

34. Cost of tests.

The cost of making any test shall be borne by the Contractor if such test is clearly intended by or provided for in the specification and (in the cases only of a test under load or of a test to ascertain whether the design of any finished or partially finished wok is appropriate for the purpose which it was intended to fulfill) particularized in the specification in sufficient detail to enable the contractor to price or allow for the same in his tender.

35. Access to site.

The employers or any other person authorized by them shall at all times have access to the works and to the site and to all workshops and places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the work and contractor shall afford every facility for and every assistance in or in obtaining the right to such access.

36. Examination of work before covering up.

No work shall be covered up or put out of view without the approval of the Engineer-in-charge or their representative to and the contractor shall Afford full opportunity for the Engineer-in-charge or afford full opportunity to examine and measure any work their representative to examine and measure any work which is about to be covered up or put out of view and to examine foundation before permanent work is placed thereon. The Contractor shall give due notice to the Engineer-in-Charge Representative whenever any such work of foundation is or are ready about to be ready for examination.

37. Uncovering and making openings.

The Contractor shall uncover any part or parts of the works or make openings in or through the same as the Engineer-in-charge may from time To time direct and shall reinstate & make good such part or part to the satisfaction of the Engineer-in-charge. If any part or parts have been recovered by or put out of view after compliance with the requirements of above sub-clause and foundation to be executed in accordance with the contract the expenses of uncovering making openings in or through reinstating and making good the same shall be borne by the Employer but any other case all such expenses shall be recoverable from him by the Employer from may deducted by the Employer from any monies due or which may become due to the contractor.

38. Removal of Improper work and materials.

The Engineer-in-charge shall during the progress of the work have power to order in writing from time to time.

- a). The removal from the site within such time or times as may be specified in the order of any materials which in the opinion of the Engineer-in-charge are not in accordance with the contract.
- b). the substitution of proper and suitable materials.
- c). The removal and proper re-execution (not withstanding and previous test thereof or interim payment thereof) of any work which in respect of materials or workmanship is not, in the opinion of the Engineer-in-charge in accordance with the contract.

39. Default of Contractor

In case of default on the part of the contractor in carrying out such order the employer shall be entitled to employ and pay other persons to carry out the same and all expenses consequent thereon or incidental thereto shall be borne by the contractor and shall be recoverable from him by the Employer from any amount due or which may become due to the contractor.

40. Suspension of work.

The Contractor shall, on the written order of the Engineer-in-charge suspend the progress of the works or any part thereof for such time or times and in such manner as the Engineer-in-charge consider necessary and shall during such suspension properly project and secure the work so far as is necessary in the opinion of the Engineer-I-charge. The extra cost incurred by the contractor in giving effect to the Engineer-in-charge instruction under this clause shall be borne and paid by the employer, unless such suspension is

- a). otherwise provided for the contract or

b). necessary for the proper execution of the work or any reason of weather conditions affecting the safety or quantity of the works or by some default on the part of the contract.

c). necessary for the safety of the works or any part thereof, provided that the contractor shall not be entitled to recover any such extra cost unless he gives notice in written of his intentions to claim to the Engineer-in-charges within 28 days of the Engineer-in-charge order. The Engineer-in-charge shall settle & determine the extra payment to be made to the contractor in respect of such claim as the Engineer-in-charge shall consider fair & reasonable.

41. Suspension more 90 days.

If the progress of the works or any part thereof is lasting suspended on the written order of the Engineer-in- than charge for more than 90 days the contractor may serve a written notice on the Engineer-in-charge requiring permission within 28 days from the receipt thereof to proceed with the works or part thereof in regard to which progress is suspended and if such permission is not granted within that time the contractor by the further written notice so served may (but is not bound to) elect not to execute part of the works, as an omission of such part or where it affects the whole works, as an abandonment of the contract by the Employer.

42. Commencement works.

The contractor shall commence the works on site within the period contained in the Tender after the receipt by him of an order in writing to this effect from the Employer and shall proceed with the same with due expedition expect as may be expressly sanctioned or ordered by the Employer or be wholly beyond the contractor's control.

43. Extension of time for completion.

Should the amount of extra or additional work of any kind or other special circumstances of any kind what so ever which may occur be such as fairly to entitle the contractor of the extension of the time for the completion of the work, & the Employer on the recommendation of the Engineer-in-charge, shall consider the grant of such or any extension of time for completion. Engineer-in-charge shall determine the amount of such extension provided that this is due to work or other special circumstances that have arisen or as soon there after as is practicable delivered to the Engineer-in-charge representative full and detailed particulars of any claim to extension of time to which he may consider himself entitled in order that such claim may be investigated at the time.

44. Execution of works of Repairs etc.

To the intent that the works shall at or as soon as practicable after the expiry of the defect liability period be delivered upon the Employer in a good and perfect condition (fair wear and tear excepted) to the satisfaction of the Engineer-in-charge. The contractor shall exercise all such work of repair amendment reconstructions, rectification, and making good of defects, imperfections, shrinkage or other defaults as may be required of the contractor in defect liability period or within fourteen days after its expiry as result of an inspection made by or on behalf of the Engineer-in-charge prior to its expiry.

45. Remedy on contractor's failure to carry out work have required.

If the contractor fails to do any such work as aforesaid required by, the Employer shall be entitled to carry out such work by his own workman or other contractor & such work which the contractor should have carried out at the contractor' own cost, he shall be entitled to recover from the contractor the cost thereof or may deduct the same from any dues or that may become due to the contractor.

46. Variations.

No alterations, amendments, omissions, additions or other variation of the works/plants/equipment under the contract (here-in-after referred to as variations) shall be made by the contractor, except as ordered in writing by the Engineer-in-charge, who shall have full power subject to the provisions herein after contained, to instruct the contractor in writing to make such variation as the Engineer-in-charge consider proper and necessary and the contractor shall carry out such variations without prejudice to the contract, as through the said variations formed part of the contract.

If in the opinion of the contractor complying with any such variation would prevent his obligations or guarantees under the contract he shall promptly notify the Engineer-in-charge who shall decide forth with whether the variation shall be carried out as ordered. If the Engineer-in-charge confirms his previous instructions the contractor obligations & guarantees shall be modified to such extend as may be justified & notified by the Engineer-in-charge & considered by the Employer for acceptance on the recommendations of the Engineer-in-charge.

47. Valuation of variations.

The value (if any) of all variations shall be added to or deducted from the contract price as appropriate. The Engineer-in-charge shall ascertain and determine this in accordance with the rates & prices in the schedule of Prices/Bill of Quantities, so far as the same may be applicable & recommended by the Engineer-in-charge for the consideration of the employer for acceptance. In other cases, reasonable prices shall be fixed by the consideration of Employer for acceptance.

48. Notice to Contractor.

In the event of the Engineer-in-charge requiring any variations as reasonable and proper notice shall be given to the contractor as the same will enable him to make his arrangements there of and in cases where goods and materials are already prepared or any design drawings or patterns made or work done that required to be altered a reasonable sum in respect thereof shall be allowed by the Engineer-in-charge.

49. Plant etc. to be exclusive use on the works.

All constructional plant, temporary works and materials provided by the contractor shall when brought on to the site be deemed to be exclusively intended for the use on the works construction and completion of the works and the contractor shall not remove the same or any part thereof (save for the purpose of moving it from one part of the site of another) without the previous consents in writing of the Engineer-in-charge (which shall not be unreasonably withheld).

50. Clearance of site completion.

On completion of the works the contractor shall remove from of the site all the said constructional plant and temporary works remained there on and any un-used materials.

51. Quantities.

The quantities set out in the bill of quantities are the estimated quantities of the work but they are not to be taken as the actual & correct quantities of the works to be executed by the contractor in fulfillment of his obligations under the contract.

52. Works to be measured.

The Engineer-in-charge shall accept as otherwise stated ascertain and determine by measurement the value in accordance with the contract. He shall, when he requires any part or part of the works to be measured, give notice to the contractor's authorized agent or representative who shall, forthwith attend or send a qualified agent to assist Engineer-In-charge representative in taking such measurements and shall furnish all particulars required

by either of them should the contractor not attend or neglect or omit to send such agent then measurement made by the Engineer-in-charge or approved by him shall be taken to be correct measurement of the work. For the purpose of measuring such permanent work as is to be measured by record drawings the Engineer-in-charge shall prepare record drawings, month of such work and the contractor as and when called upon to do so in writing shall within 14 days attend to examine and agree any such record drawings with the Engineer-in-charge shall sign the same when so agreed and if the contractor does not so attend to examine and agree any such record drawing they shall be taken to be correct. if after examination of such record drawings the contractor does not agree the same or does not sign the same as agreed they shall never-the-less be taken to be correct unless the contractor within 14 days of such examination lodge with the Engineer-in-charge, notice in writing in this respect in which such record drawings are claimed by him to be incorrect.

All measurement shall be from drawings executed at site and shall be checked in compliance (as per drawings), before measurement are done, all to the requirement of the Engineer-in-charge.

53. Method of measurements.

Where works have to be measured for any purpose whatsoever it shall be in accordance with IS 1200 unless otherwise specifically indicated in the contract and under the specific chapters.

54. Payment on account and Retention.

The contractor may at intervals specified in the Tender document claims for payments of advances on account of work done and materials delivered at the site in accordance with the contract. Such claims which shall be computed as under:-

55. Works:

Full value of the work executed on site to the satisfaction of the Engineer-in-charge less the deduction indicated in the tender which shall constitute the security deposit such deductions shall constitute to be effected from every interim valuation, unless otherwise stipulated.

56. Materials:

The percentage (%) indicated in the tender of the value of any non perishable materials which in the opinion of the Engineer-in-charge are in accordance with the contract and have been brought on site in connection herewith & adequately stored and protected against damage by any cause whatsoever, but which have not at the time of the advance being claimed been incorporated in the works scaffolding, props, formwork, sand, metal & constructional plant or machinery shall not qualify for such advances.

For the purpose of evaluating the works and materials as above the Engineer-in-charge shall prescribe & the contractor shall furnish such returns & documents as may be called for.

i) Any sums due from the contractor on account of stores or any such other things provided by the Employer shall be deducted from the first or subsequent advance.

The Engineer-in-charge shall from time to time recommend the amount which the contractor is entitled; payment "on account" shall be made there after on the recommendation of the Engineer-in-charge with in the period indicated in the tender.

ii) Any certificate for interim payment may be modified or corrected by subsequent interim certificate or by final certificate and no certificate of the Engineer-in-charge in respect of an advance payment shall of itself be conclusive evidence that the work which relates are in accordance with the contract

Contractor shall submit only commutative bills every time. Rates claimed shall be on the basis of work done at site and as approved by the Engineer-in-charge.

iii). Relevant updated measurements with the bill only shall be considered.

57. Final Bill.

As soon as possible after the works/plant/equipment have been completed and successfully commissioned, but not later than 2 months from certified completion date, the contractor shall forward certified final account to the Engineer-in-charge. This shall include reconciliation of all materials or things issued by the Employer. No claims will be entertained after receipts of the final bill.

The Engineer-in-charge shall check & certify the final quantities admissible on the final bill. The contractor shall be entitled to be paid this amount on the recommendation of the Engineer-in-charge, less the percentage indicated in the tender as security for performance during the defect liability period, and the value of all payments made on account against interim certificates, and any other amounts payable to the Employer & any other deductions required by law.

The amount retained from the final bill towards security for the performance during the maintenance period shall be released by the Employer on the issue of the maintenance certificate by the Engineer-in-charge. The security deposit shall be released along with the payment of the final bill.

The final bill shall be submitted by the contractor in a form approved & in the manner prescribed by the Engineer-in-charge.

58. Recovery of sums.

Whenever under the contract any sum of money shall be recoverable from or payable due by the contractor, the same may be deducted from any sum then due or may become due to the contractor, under the contract with the Employer.

59. Forfeiture.

If the contractor shall become bankrupt or have a receiving order made against him or shall present his petition in bankruptcy or shall make an arrangement with or assignment in favor of his creditors or shall agree to carry out the contract under a committee of inspection of his creditors or (being a corporation) shall go into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) or if the contractor shall assign the contract without the consent in writing of the Engineer-in-charge, shall have an execution levied on his goods or if the Engineer-in-charge shall certify in writing to the Employer that in his opinion the contractor.

- a). has abandoned the contract or
- b). without reasonable excuse has failed to commence the works or has suspended the progress of the works for 28 days after receiving from the Engineer-in-charge written notice to proceed or
- c). has failed to remove materials from the site or to pull down & replace work for 30 days after receiving from the Engineer-in-charge written notice that the said materials or work has been considered & rejected by the Engineer-in-charge under these conditions or
- d). is not executing the works in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract or
- e). has to the detriment of good workmanship or in defiance of the Engineer-in-charge instructions to the contrary sub-let any part of the contract

then the Employer may after giving 14 days notice in writing to the contractor enter upon the site & the work & expel contractor their from without there by avoiding the contract or releasing the contractor from any part of his obligations or liabilities under the contract or affecting the rights & powers conferred by the Employer on the Engineer-in-charge by the contract and may himself complete the works or may Employ any other contractor to complete the works & Employer or such other contractor may use for such completion so

much of the constructional plant temporary works and materials which have been deemed to be reserved exclusively for the execution of the works under the provision of the contract as he or they may think proper & the Employer may at any time sell any of the said constructional plant, temporary works and unused materials and apply the proceeds of sale in or which may become due to him from the contractor under the contract.

60. Payment after forfeiture.

If the Employer shall enter and expel the contractor under this clause he shall not be liable to pay to the contractor any money on account of the period of defective liability & thereafter until the cost of completion & maintenance damages for delay in completion (if any) all other expenses incurred by the employer have been ascertained and the amount thereof certified by the Engineer-in-charge the contractor shall then be entitled to receive only such sum or sums (if any) as the Engineer-in-charge may recommend and would be taken as due to him upon due completion by him after deducting the said amount. But if such amount shall exceed the sum which would have been payable to the contractor on due completion by him then the contractor shall upon demand pay to the employer the amount of such excess and it shall be deemed a debt due by the contractor to the employer and shall be recoverable accordingly.

61. Urgent repairs.

If by reason of any accident of failure or other event occurring to in or in connection with the works or any part thereof either during the execution of the works or during the period of defect liability, any remedial or other work or repair shall in the opinion of the Engineer-in-charge be urgently necessary for security and the contractor is unable or unwilling at once to do such work or repair as the contractor was liable to do at his own expense under the contract, all costs and charges properly incurred by the employer in so doing, on the demand be paid by the contractor to the Employer from any dues or which may become due to the contractor, provided, always that the Engineer-in-charge shall as soon after the occurrence as of any such urgency as may be reasonable practicable notify to the contractor thereof in writing.

62. Arbitration.

Except where otherwise provided in the contract all questions and disputes, relating to the meaning of specifications, designs, drawing and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, order or those conditions concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to arbitration under the provision of the Arbitration Act, 1940 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force such arbitration shall be conducted by two arbitrators, who in turn shall nominate an umpire before the arbitration. In case the arbitrators fail to arrive at a decision, the matter shall be referred to the umpire whose ruling shall be final and binding on both the parties to the dispute.

63. EXTRA ITEMS.

Rates of extra items if admissible shall be derived on the following basis

- a). From nearest similar item of the tender.
- b). Contractor shall submit his item rates (within fifteen days of being asked to execute such an item) along with necessary analysis of men & materials used therein and the proof thereof for the work to be executed at site, 10% over and above these rates shall only be considered

towards his overheads and profits as certified by the Engineer-in-charge and the same shall become payable on recommendations of Engineer-in-charge.

64. Issue of Materials Employer.

The Engineer-in-charge may at this option issue such as are listed all other by materials for the work & temporary works shall be provided by the contractor at his own cost. If the Engineer-in-charge issues any of the materials listed above the contract price payable to the contractor shall stand reduced by the values of the materials issued by the Engineer-in-charge such values being calculated at the rates specified against each of the materials listed. The contractor shall not deal with such materials in any matter except for in execution of this contract.

65. Price Escalation:

No price escalation whatsoever shall be allowed in respect of any material or wages used or employed in connection with the execution of the works. All duties, taxes, octori, turnover tax & service etc. shall be borne by the Contractor.

66. Site order Book.

A site order book shall be maintained by the Engineer Incharge at the site of works in which instructions shall be entered and communicated to the Contractor by the Engineer -In-charge as and when necessary. These orders shall be signed in token of receipt and complied with by the Contractor and nothing shall be written by him in reply. If the Contractor desires to represent any matter entered in the said order book, he may do so by a separate communication.

67. Error.

For any typographical error or omissions in the tender documents the interpretation given by the Executive Engineer Bhaderwah Development Authority, Bhaderwah will be final and binding on the contractor.

68. Other conditions

- Latest relevant BIS specifications shall govern this contract and work shall be carried out strictly in accordance with them.
- Time is the essence of this contract. The contractor is expected to work in more than one shifts and nothing extra shall be paid for the same.
- The employer shall not supply any material, however the contractor shall have to support the quality soundness of material by relevant tests as and when warranted under relevant BIS codes.
- In case of delay a penalty of 1/2% of the contract value per day subject to a maximum of 10% of the contract value shall be imposed on the contractors on liquidated damages. The decision of the Employer in this matter shall be final, conclusive and binding on the contractor.
- The architectural and other drawings shall, all times, be properly correlated for executing any work. Samples shall be prepared for approval before starting any items of work specified by the Engineer-in-charge including verifying and getting the layout approved etc.
- Rates quoted for the items in all individual sections shall be valid for carrying out the item of work at any place, any level and at any height.
- Collection and stacking of materials shall include all leads and lifts. The rates quoted by the Contractor shall hold well irrespective of the source from which the materials are brought so long as they confirm to the specifications, and as approved by the Engineer-in-charge.

- The contractor shall be personally responsible for watch and ward and handling, storing of all materials handed over to him by the Engineer-in-charge or brought by him to the site. Nothing extra shall be paid to him for this.
- When required by the Engineer-in-charge, the contractor shall supply for the purpose of testing, samples of any materials to be used in the works as per specifications. The contractor shall provide all such samples at his own cost including suitable packages to contain them, to the Engineer-in-charge. All the expenditure on account of packing of samples, conveyance, handling & delivery up to the testing charges and fees to be paid in this respect shall be borne by the contractor including cost of all materials and samples.
- Contractors shall submit once every fortnight, a detailed report of the following;
- Materials procured, consumed & balance at site for previous week as well as expected deliveries during next fortnight.
- List of equipment and machinery at site, stand by as well as those under repair and equipment scheduled to arrive during next fortnight.
- Skilled –unskilled labour and supervisors working at site during past week expected increase in next fortnight.
- Steps proposed for speeding up the progress of work in the next week.
- Five photographs of the sites - four sets.
- Contractor must appoint full time responsible Site Engineer conversant with the nature of works and attend all site meetings etc.
- The contractor shall make his own arrangements for storage of any constructional material.

CHAPTER III
SPECIAL TERMS AND CONDITIONS

1. The tenders received after expiry of due date and time shall not be entertained.
2. In the event of due date of opening of tenders declared as holiday, the tenders shall be opened on next working day or any other convenient date.
3. The quantity of equipment/material to be used by the contractor shall be of the best quality of their respective make, kind and the work executed should be of highest class of workmanship in respect of durability, strength and engineering perfectness. The material used shall be new, unused and conforming to the approved make.
4. The engineer in charge reserves the right to have any or all/random samples of material checked and tested. The contractor will have to bear all such charges.
5. Material should be brought to the site in original packages, manufacturer's test certificate and invoice of material should be handed over to the site Engineer on demand.
6. The quantities advertised are tentative and may exceed or reduce during actual execution of work.
7. In case of any material found defective/sub standard, the same shall have to be replaced by the contractor for which no extra charges shall be paid by the department.
8. The conditional tender shall be liable for rejection by the tender opening Authority.
9. The intending tenderer shall inspect the site in order to acquaint himself with the nature of job involved.
10. 10% deposit shall be kept from each running bill of the contractor out of which 50% deposit shall be released on virtual completion of the work if no penalty is involved and balance 50% shall be released after receipt of fitness certificate from inspection Agency Division Jammu of PDD and removal of defects and liability period of one year is over.
11. Income tax, service tax and other taxes shall be deducted on gross amount of the contractor bill as per relevant rules and regulations.
12. The contractor shall obtain statutory inspection and clearance certificate from the inspection agency division of J&K PDD before commissioning of the electrical system.
13. Earnest Money shall be forfeited if the tenderer withdraws his tender or revises the process of his offer within validity period from the date of opening of the tender. The earnest money shall also be forfeited in case of tenderer who does not comply with the order or violates any terms and conditions.
14. Earnest money shall be released in favour of the unsuccessful tenderer after finalization of the tender.
15. The contractor shall guarantee all the material/equipments supplied by him and works executed by him against any defect in manufacture design, workmanship etc for a period of one year from the date of handing over to the department.
16. The work has to be completed within stipulated period i.e. 15 days from the date of issue of work order. For delay on behalf of the contractor a penalty of 0.5% of the cost of total work shall be imposed on each day of delay and CDR/earnest money shall be forfeited. For achieving and adhering to the time schedule, the contractor shall remain in constant touch with the Engineer Incharge.

17. The contractor shall be responsible for all losses/damaged during transit of supplies/material at site till handing over of the system to the Engineer Incharge . Department shall not be responsible for any workmen compensation, 3rd party liability etc. The contractor shall obtain policies/insurance to cover all the risks involved up to final handing over the system to the department.
18. The contractor shall make his own arrangements for water , electricity, storing facilities watch and ward of material till handing over of the system to the department.
19. The electric equipment/material to be used should be of ISI mark and have BEE certificate.
20. The earthing shall be executed as per IS-3040.
21. The contractor is bound to start, the work within the time frame as mentioned in the contract / allotment after drawing of agreement with the department. In case of failure on the part of contractor to execute the work in part or full with in time frame shall amount to breach of contract.
22. In case the contractor fails to start the work with in stipulated period, a registered notice or notice sent through special messenger for non commencement of the work shall be served up on the contractor for such breach of contract forming substantial/sufficient reason for cancellation of the contract.
23. The department may execute the work leftover by the contractor at his risk and cost, any additional amount of involved for execution of such work shall be recovered from the contractor.
24. In case of any item is not required to be executed the same shall be deleted and no claim on this account shall be entertained.
25. PWD account code shall be applicable for making payment to the contractor that provides for withholding of 10% of amount of bill as contractor deposit.
26. The contractor will provide all necessary assistance to Engineer Incharge for inspection of his plant/work and will be responsible for any indiscipline by him or his agent at site of work.
27. The contractor/firm must have technical personal available to ensure specification/quality of the work.
28. All the material to be used on the work by the contractor shall be approved from the Engineer Incharge before installation.
29. For any typographical error or omission in the tender, the interpretation given by the Executive Engineer BDA will be final and binding to the contractor.
30. Any work not included in the bill of quantities but found necessary at site shall be paid as per actual.
31. All terms and conditions of the NIT/agreement shall be binding upon the contractor. All other general terms and conditions as in vogue in PWD shall form part of this NIT.

Executive Engineer
Bhadarwah Dev. Authority

**CHAPTER IV
FORM OF AGREEMENT**

This Agreement made the _____ day of 200____ between Messer _____ (herein after called "the Employer") of the one part & Messer _____ of the second part _____ (herein after called "the contractor") of the other part whereas the Employer is desirous that certain works should be _____ constructed , viz _____ and has accepted a Tender Submitted by the contractor for constructions, completion & maintenance of such work.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of contract herein after referred to.
2. The following documents shall be deemed to form, and to be read, and construed as part of the Agreement, Viz:-
 - a). the said Tender Document & Appendix thereto.
 - b). Instructions to Tenderers & Notice Inviting Tender.
 - c). Letter of acceptance dated.
 - d) The conditions of contract (including special conditions).
 - e). The specifications.
 - f). The bill of Quantities.
 - g). the schedules.
3. In consideration of the payment to be made by the Employer to the contractor, the contractor hereby covenants with the Employer to construct, complete and maintain the works in conformity in all respects with the provisions of the contract.
4. The Employer hereby covenants to pay the contractor in consideration of the construction, completion & maintenance of the work, the contract price at the times and in the manner prescribed in the contract.

IN WITNESS whereof the parties hereto have caused their respective common seals to be hereunto affixed (or have hereunto set their respective hands and seals) on the day and year first above written.

Signed by _____
for & on behalf of the contractor in the presence of

Signed by _____
for & on behalf of the Employer in the presence of

Signature _____

Signature _____

Name _____

Signature _____

Address _____

Address _____

Occupation

Occupation

Bill of Quantities

Adv. Cost 24.10 lacs		Ref. of NIT NIT No 14 of 10/2013		Item rate to be quoted by the tenderer	
S. No	Description of item	Unit	Qty	Rate in figure (in Rs)	Rate in Words (In Rs)
1	Supply and erection of ornamental type moulded cast iron poles 3 mts long duly painted with anticorrosive enamel paint. The poles shall have build in pre wired gear box at bottom with connector and 2 01-3 amp MCB. Poles shall have to be installed on pre laid complete job .	no	18.00		
2	Supply and fixing of cast iron ornamental 2 way metal casted brackets to be installed at the top of the pole with nuts and bolts as required complete job .	no	36.00		
3	Supply , fixing, testing and commissioning of decorative/ornamental translucement luminaries with defuser to be installed on the ornamental brackets with nuts and bolt complete job	no	36.00		
4	Providing and fixing of pipe pole of length 3 mtrs long with three sections 100mm x 1.5mtrs, 75mm x 75 cm and 65 mm x 75 mts with base plate of size 150 mm x 150 mm including fabrication, with suitable arrangement for fixing of park light and painting one coat of red oxide and two coats of paint including earthing and concreting with M.S. Plate Approx wt 35 kgs +- 10% complete job .	no	10.00		

5	Providing of cement concrete block (1 :3:6) with 3ft under g round and 6" above GL with dia up to 18" including grouting, foundation bolts and steel template (wherever required) after digging of suitable pit including watering shuttering curing and all nuts and bolts complete job .	no	28.00		
6	Supply and fixing of glove shaped post lantern type in frosted made up of poly coronate suitable up to 26 watt retrofit CFL Havels make Code LHLC 41126099 (polaries)/similar light mke Bajaj/Philips including making connection & commissioning complete job .	no	10.00		
7	S/F/T/C of 23 watt CFL spiral type of Havel's/Bajaj/Crompton Greaves make complete job .	no	140.00		
8	Providing and fixing pipe riser for cable entries fabricated out of 5' long 50 mm dia PVC pipe riser at the ground level of poles for looping in and looping out of cables in ornamental poles complete job .	no	36.00		
9	Earth work excavation 30% hard rock and 70% soft soil for cable rench 0.75 mt deep with an average nreadth of 1 ' including providing as and layer of 7.5 cm under the cable (provided in item No 8) and 9 cm above the cable thereafter filling of soft earth up to 50 cm complete job .	rft	1500.00		

10	Supply laying, testing and commissioning of pVC aluminium armoured cable 10 mmsq 4 core 1100 volt grade al armoured cable havelss make as per IS standards in the cable trench complete job .	rft	1500.00		
11	Supplying fixing and crimping of cable thimbles at terminations of the cables including providing of insulation tape complete job .	no	75.00		
12	Providing of services and earthing to luminaries from junction box in 1.5 mm pvc insulated single core flexible bright anealed copper conductor complete job .	rft	1000.00		
13	Supply and installation of GI earthing through 10 No. SWG GI wire after driving in g round up to the depth of 3ft in the ground from the base of the pole complete job .	no	28.00		
14	Painting of ornamental poles and brackets with one coat clear synthetic paint complete job .	no	18.00		

15	<p>S/F/T commissioning of feeder pillar made of 14 swg MS sheet cubical type powder coated outdoor type double door having locking arrangement with 32 amp TPN MCB as main control switch and having 1 No in built timer switch and contractor of suitable capacity. The panel shall have angle iron legs which will be grouted in the cement concrete block the panel shall further be incorporated with 4 stripbus bar and a set of indication lamps. The panel shall have to be fitted with a voltmeter with selector switch to read voltage on each phase complete job.</p>	no	1.00		
16	<p>Providing of earthing by way of digging 10' deep pit then embedding 2' x 2' copper plate, 4 mm thick in the pit, connecting the plate with the main control panel board with 8 swg copper wire through 1/2" dia GI pipe then embedding 1" dia GI pipe duly perforated and fitted with funnel for moisturing the pit by water through the pipe. Then filling the pit by alternate layers of charcoal salt and earth complete job .</p>	no	2.00		
17	<p>Supplying, laying of HDPE pipe of suitable size for the 16 sqmm 4 core armoured cable in the trench excavated.</p>	rft	1500.00		
18	<p>Supply, fixing of GI pipe brackets 60 mm dia, after the cutting work on the existing boundary wall pillars including filling back with cement concrete, curing etc complete job.</p>	no	90.00		

19	Supply, fixing, testing and commissioning of glove type landscape fitting complete with base, suitable up to 85 watt CFL make Havels (maharani) similar light make Bajaj/Philips complete job .	no	90.00		
20	Laying PVC pipe 1" along with allied accessories like bends, junction boxes, clamps, nuts and bolts after digging 1ft/clamping wherever required complete job .	mtr	743.00		
21	Laying PVC insulated twin core cu wire in the already laid pipe, including making connection to the lights complete job .	mtr	630.00		
22	Providing , installation, testing and commissioning of outdoor type cubical feeder panel with 1.6 mm which MS sheet/CRS sheet powdered coated from inside and outside to provide complete wired up with the incoming 32 Amp SPN MCB make Havels/L&T/Anchor = 1 no and photovoltaic sensor with allied circuit for automatic switching On/OFF Equipments ISI/ISO9001 certified Equipment/accessories complete job .	no	1.00		
23	Providing and laying of main service line 10 sqmm AI cable from control Panel to pole feeding the supply complete job .	mtr	60.00		
24	Supply, fixing , testing and commissioning of post lantern type landscape fitting complete with base, suitable up to 26 watt CFL make havels (polaris) similar light make Bajaj/ Philips complete job .	no	4.00		

25	Laying of pVC insulated twin core cu wire 1.5 sqmm in the already laid pipe, including making connection to the lights complete job .	mtr	130.00		
26	Supply, Fixing , testing and commissioning of LED fitting 56 W 6 K Make Havels (Endura Tunnel TEK S 56) or similar type make Crompton Greaves/Bajaj/Havels complete job .	no	4.00		
27	Providing , installation, testing and Commissioning of outdoor type cubical feeder panel with 1.6 mm which MS sheet/CRS sheet powdered coated from inside and outside to provide complete wired up with the incoming 32 Amp M span make havels/L&T/Anchor =1 No, Busbar, 16 Amp SPN MCB Make Havels/L&T/Anchor = 2 No and Photovoltaic sensor with allied circuit for automatic switching ON/OFF Equipments ISI/ISO9001 certified Equipment/accessories complete job .	no	1.00		
28	Providing and fixing of Isolator (Havels /L&T/Anchor) with box 16 Amp for switching ON/OFF complete job .	no	1.00		

Sd/
Executive Engineer
Bhadarah Dev. Authority