



SHRI MATA VAISHNO DEVI UNIVERSITY

P.O. KAKRYAL- 182 320,, KATRA (J&K)

*TENDER
FOR*

*Providing & Fixing of Aluminium Doors/Window
Frames & Shutters, Structural glazing & aluminium
composite panels for the Basohli Boys Hostel Block
C&D and Connecting Dining Hall Block (G+4)*

AT SMVD UNIVERSITY CAMPUS, KATRA

TENDER DOCUMENT

May 2017

NOTICE INVITING TENDER

Shri Mata Vaishno Devi University, established under the Act No. XII of 1999 of J&K Legislature, invites sealed item Rate Tenders affixed with revenue Stamp of Rs 6/- from reputed and experienced contractors/Firms registered with the Registrar of Companies, CPWD, MES, Railways, J&K Govt. and authorized dealers.

S. No.	Description of work	Approx. Cost (in Lakhs)	Time of Completion	EMD (in Lakhs)	Class of contractor
1.	<i>Providing & Fixing of Aluminium Doors/Window Frames & Shutters, Structural glazing & aluminium composite panels for the Basohli Boys Hostel Block C&D and Connecting Dining Hall Block.(G+4)</i>	362.00	60 days	7.5 Lakhs	Spealized in similar type of work

TERMS AND CONDITIONS

1. Only those firms/agencies should apply, who have successfully executed at least one single work minimum of Rs 350.00 lakhs during the last three financial year.
2. The tender documents shall be made available from the office of “*The University Engineer, SMVD University Campus, P.O. Kakryal – 182320, Katra (J&K)* from **08-05-2017** to **16-05-2017** Applications for tender documents shall be accompanied by Rs. 5000/- (Rupees Five Thousand only) towards the cost of tender documents in the shape of demand draft payable in the name of ‘*The Registrar, SMVD University Campus, P.O. Kakryal – 182 320, Katra (J&K)*, which will not be refunded under any circumstances. The detailed tender document can be downloaded from our website www.smvdu.net.in
3. Rate to be quoted by the contractor in figures & words in the BOQ enclosed.
4. The quoted rates are valid for One (1) year from the date of allotment.
5. The Earnest Money Deposit in the shape of Demand Draft drawn on a scheduled or nationalized bank in favour of Registrar, SMVD University must accompany each tender failing which the tender will be summarily rejected.
The Earnest Money will be returned to unsuccessful Tenderers after the issue of the Letter of Allotment of the work to the successful Tenderer. The Earnest Money will not bear any interest.
6. Income Tax Return copy of balance sheet for last 03 years shall be submitted along copy of pan card of concerned agency.
7. The tender is based on two envelop system. The 1st envelope should be marked as ‘A’ (Technical Bid) and 2nd envelop as ‘B’ (Financial/Price Bid).
8. The contents of the envelopes shall be as follows:

Envelope No.1-To contain

- i) Name of the firm/company along with attested copy of article of association of partnership deed if any.
- ii) Audited balance sheet for the last three years.

- iii) Details of work in hand value of each work along with the particulars of the client (certificates issued by the clients, signed by an officer not below the mark rank of a superintending engineer (in case of Govt. Departments) and an officer of the status equivalent in rank (in case of Autonomous bodies/non Govt. organizations).
- iv) Certificate of the last Income tax clearance.
- v) List of technical and managerial personnel, plant, machinery and equipment.
- vi) Earnest money deposit in the form of Demand Draft.
- vii) Drawings.
- viii) Supply & Installation Programme in the form of PERT.CPM chart.

Envelope No. 2- To contain only the priced bid marked original complete in all respects.

The tenders so received shall be opened in the committee rooms/ registrar office of SMVD University Campus Kakryal near katra, by the committee constituted for the purpose in the following manner:-

- a) Envelope No.1 marked 'A' (Technical Bid) will be opened first at 1600 Hrs on the same day or any other convenient date in the presence of the tenderers of their authorized representatives who choose to be present.
- b) After opening of the envelope No. 1 and assessing the submittals as required and conditions, the tenderers, declared eligible by the committee, shall be informed separately so they can send their representative for participation in the opening of Financial Bids i.e., Envelope No.2 marked 'B' Financial Bid).
- c) The Financial Bid of only those Tenderers, whosoever qualify as per the eligibility criterion, shall be opened on a date which shall be communicated to the qualified tenderers separately.
- d) The Financial bid 'B' of the tenderers who could not qualify will not be opened and shall be returned through registered post.

The price bid shall include consideration on account of all tender documents and shall be complete and conclusive.

Time being the essence of this tender, action on activities described above under paras (a) to (d) shall be taken in shortest possible time.

Tender received late on account of any reason whatsoever and telephonic tenders will not be entertained. The tenderer shall not be entitled, during the period of validity of their tender, to revoke or withdraw their tenders or vary in any respect the tender given or any term thereof. In case of the tenderer revoking or withdrawing his tender or varying any term in regard thereof, the employer shall forfeit his earnest money submitted along with his tender.

The employer reserves the right to reject, accept or prefer any tender in part or full without assigning any reason whatsoever at any stage and also reserves the right to re-invite the tender at his sole discretion. Validity of the tender shall be 90 days from the date of submission of Envelope No.2, unless otherwise noticed.

- 9. Latest Tin No. of the agency be also attached.
- 10. Sealed Tenders in the prescribed Tender Form addressed to '*The Registrar, SMVD University Campus, P.O. Kakryal – 182 320, Katra (J&K)*', in a sealed envelope and super scribed with "Tender for Providing & Fixing of Aluminium Doors/Window Frames & Shutters, Structural glazing & aluminium composite panels for the Basohli Bous Hostel Block C&D and Connecting Dining Hall Block (G+4) at SMVD University, Katra" shall be submitted in his office on or before **16-05-2017** Time **1500 hrs**. Tenders received late shall not be entertained and the same shall be opened on the same day or any other convenient date under the intimation of qualified Tenderer proposed for the work.

11. Any further information required may be obtained from the office of the University Engineer, SMVD University Campus, P.O. Kakryal -182 320, Katra (J&K).
12. The telephone numbers of The University Engineer, SMVD University Campus, and P.O. Kakryal – 182 320, Katra (J&K), are given hereunder: -

Telephone No. (BSNL) : 01991- 285687 Ext. 2764 & 2760.

For and on behalf of
Shri Mata Vaishno Devi University

Registrar
SMVD University

INSTRUCTIONS FOR TENDERERS

1. Before tendering, the Tenderers, in their own interest, are advised to visit site to assess site and its surroundings and satisfy themselves in respect of the site conditions as the SMVDU shall bear no responsibility for lack of acquaintance of the site and other conditions or any information relating thereto, on their part. The consequences of the lack of knowledge, as aforesaid, on the part of the Tenderers shall be at their risk and cost.
2. Before tendering, the Tenderers shall carefully examine the tender documents, conditions of contract, Drawings and other matters referred to therein, the schedules and Bill of quantities and if there should be or appear to be any ambiguity in or discrepancy between any of these documents or between figured and measured dimensions and other aspects upon the Drawings, he should immediately refer the matter to the Engineer for clarification.
3. I) The Tenderer shall complete the annexed Forms of Tender, Schedules and Bill of quantities with the rates in the column as shown in the bill of quantity, including all information called for therein, and shall sign and date each of the documents. The Tenderer shall initial each page of the Bill of Quantities, schedules, conditions of contract duly stamped with Company's seal.

II) The Tender shall contain full address, Telephone Nos., Fax No. for serving notices/addendums Required to be served to the Tenderer in connection with the Tender.
4. The Tender form and the documents attached to it shall not be detached one from the other, and no alteration or mutilation (other than filling in all the blank spaces) shall be made in any of the documents attached hereto. Any alterations or erasures to the entries in the attached documents shall be made by a separate letter otherwise it shall not be entertained.
5. The SMVDU will not be responsible and will not pay for expenses which may be incurred or losses to person or property suffered by the Tenderer in connection with visits to and examination of the site and in the preparation of his tender for submission.
6. The SMVDU reserves the right to adjust arithmetical or other errors in any Tender in the way, which he considers suitable. Any adjustments so made by the SMVDU shall be stated to the Tenderer if the SMVDU shall make an offer to accept the Tender.
7. The SMVDU does not bind himself to accept the lowest or any tender and has the right to refuse or accept any tender without assigning any reason (s) thereof. The SMVDU shall also have right either to invite more Tenderers/contractors for submitting tenders or re-issue the Tenders afresh at their own discretion for which the original Tenderers shall have no right of objecting any action taken in this behalf by the SMVDU, nor the SMVDU shall be bound to any explanation in this behalf.
8. The item rates shall be entered in ink both in figures and words and in the event of any discrepancy between the two, rates entered in words shall only be considered.
9. All documents of the tender are to be read in conjunction with each other and rates quoted by the Tenderer shall take this aspect into consideration.
10. It will be the responsibility of the accepted Tenderer to keep liaison with the SMVDU till finalization of Letter of Acceptance or within validity period. No excuse whatsoever will be entertained for not having received the allotment letter/Letter of Acceptance through post or otherwise.
11. Every Page of the tender document shall be signed on the left hand side bottom corner by the tenderer and any tender not so complied with is liable to be treated as defective and may be rejected.

II

**FORM OF TENDER &
APPENENDIX**

FORM OF TENDER

To

**The Registrar,
SMVD University Campus,
Kakryal near Katra (J&K)**

Sir,/Madam,

1. Having visited the site and examined the Notice Inviting Tender and the complete Tender Documents including the Drawings, Conditions of Contract, Schedules & Bill of Quantities, appendix to Form of Tender for the construction of the above named works, we offer to construct, complete and maintain the whole of the said works in conformity with the said Tender Documents for the sum stated in Bill of Quantities of this Tender document or such other sum as may be ascertained in accordance with the said conditions hereto annexed.
2. We undertake to commence, complete and deliver the whole of the works comprised in the contract within stipulated Time reckoning the date of commencement on the 7th day of the issue of acceptance of our Tender.
3. We have independently considered the liquidated damages mentioned in the Tender Documents and agree to the same that it represents a fair estimate of the loss likely to be suffered by you in the event of the works not being completed in time.
4. A sum of Rs. 7.5 Lakh (Rupees Seven Lakh Fifty Thousand only) has been deposited as Earnest Money Deposit in the shape of a Demand Draft No. -----Dated----- and in favour of Registrar, SMVD University, in conformity with Notice Inviting Tender.
5. We further agree that our tender offer shall remain valid for a period of three months or such extended time, as you may decide and our tender may be accepted before the expiry of that period. During this period, we shall remain fully bound by our tender offer.
6. I/We expressly agree that, unless and until a formal written deed of agreement is prepared and executed, this Tender together with your written Acceptance thereof shall constitute a binding contract between us and nothing shall prevent you from enforcing the contract upon us.
7. We understand that you are not bound to accept the lowest or any tender you may receive, or in case the response to NIT is considered to be not reasonably competitive by you, you are fully at liberty to invite more Tenderers for submitting their offers, before opening of Tender to which I/We shall have no objection.
8. We also enclose herewith all the Tender Documents duly signed by us in acceptance of the Terms and Conditions, Drawings, Details, Schedules and Bill of Quantities with our offered rates filled in for various items of the works in support of our offer.
9. I/We also furnish herewith appendix to form of Tender duly signed by us in acceptance of what is set out therein.

Dated _____ day of _____ 2017

Signature _____ in the capacity of _____

Duly authorized to sign tenders for and on behalf of _____

APPENDIX TO FORM OF TENDER

- | | |
|---|---|
| 1. Earnest Money Deposit | Rs. 7.5 Lakh (Rupees Seven Lakh only) in the shape of Demand Draft drawn on any scheduled Bank in favour of the Registrar, SMVD University |
| 2. Period of commencement | 7 (seven) days from the date of issue of letter of acceptance, or the date of handing over of site whichever is later. |
| 3. Time of completion | 60 days from the date of commencement inclusive of monsoon months. |
| 4. Liquidated Damages for delay | 0.5% (zero decimal five percent) of Gross contract value per week or part thereof. |
| 5. Limit of liquidated damages | 10% (Ten percent) of Contract value. |
| 6. Defects Liability/Maintenance period | 365 days from the date of issue of virtual completion certificate. |
| 7. Quantities | Estimated Quantities. |
| 8. Minimum Amount of Running account Bill | Thirty Percent of the Contract Value as certified by the Engineer incharge. |
| 9. Retention Money from Interim/Running Account Bills | 10% (Ten percent) of Interim/Running Account Bills. |
| 10. Payment of Retention Money | 50% of the Retention Money shall be paid one month after the completion and handing over of the work against Bank guarantee and total retention money will be released after the expiry of defect liability period. |

Dated _____ day of _____ 2017

Signature _____ in the capacity of _____

Duly authorised to sign tenders for and on behalf of _____

(IN BLOCK CAPITALS)

Address of Tenderer _____

III

**FORM OF AGREEMENT, FORMS
OF BANK GUARANTEES AND
INDEMNITY BOND**

FORM OF AGREEMENT
(On Stamp paper of Rs.100/-)

ARTICLE OF AGREEMENT made at _____ this _____ day of Two thousand Seventeen between Shri Mata Vaishno Devi university, P.O. Kakryal – 182320, Katra (J&K state) through **the Registrar, Shri Mata Vaishno Devi University, Kakryal** herein after called “SMVDU” (which expression shall include its successors and assigns wherever the contract meaning shall so require or permit) of the one part and M/S _____ hereinafter called the “Contractor” of the other part.

WHEREAS the SMVDU is desirous of having provided and getting executed, completed and maintained certain works as mentioned, enumerated or referred to in the Documents forming part of the “TENDER” and acceptance, copies of all of which here to annexed are designed to form part of this contract and are included in term “CONTRACT” wherever herein used.

AND WHEREAS the SMVDU accepted the tender of the Contractor for the provisions of execution, completion and maintenance of work under defect liability period of the said work.

AND WHEREAS the contractor has agreed with the SMVDU to execute, complete and maintain during the defect liability period subject to the conditions and instructions set forth herein (hereinafter referred to as “the said conditions”) for the works, shown upon the documents forming part of the contract as stated hereinafter, on the item rate basis and as set forth, amounting to the contract sum of Rs. _____ (hereinafter referred to as “the said contract amount/Price/Sum for Providing & Fixing of Aluminium Doors/Window Frames & Shutters, Structural glazing & aluminium composite panels for the Basohli Bous Hostel Block C&D and Connecting Dining Hall Block (G+4).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement, words and expressions shall have the same meaning as are respectively assigned to them in the documents hereinafter referred to.
2. The following documents shall be deemed to form and be ready and construed as part of this agreement: -
 - a. The said tender and Appendix.
 - b. Form of tender
 - c. Conditions of contract.
 - d. Specifications.
 - e. The Schedules.
 - f. The letter of Acceptance
 - g. Other additional as required.
3. In consideration of the payment to be made by the SMVDU to the contractor for the work to be executed by him, the contractor does here by agree with the SMVDU to provide, execute and complete the said work on or before the date mentioned in the time schedule of completion of work attached to the tender documents strictly as per the contract agreement and shall maintain the same at his own cost during the defects liability period, thereafter perform all such aspects and things in the contract mentioned or described or which are to be implied therefore or may be reasonable necessary for the completion of the said works and at the time and the manner subject to the terms and conditions or stipulations mentioned in the contract.
4. In consideration of the due provisions, execution and completion of the said works the SMVDU does hereby agree with the contractor that the SMVDU will pay to the contractor the respective amount for the work actually done by him and such other sums as may become payment to be made at any such time and in such manner as provided for in the agreement.

5. All disputes arising out of or any way connected with this agreement shall be deemed to have arisen in Jammu and only the courts in Jammu shall have jurisdiction to determine the same.
6. The several parts of this contract have been read by/to us and fully understood by us.
7. IN WITNESS WHEREOF, the parties have caused their respective common seals to be here unto affixed (or have here unto set their respective hands and seals) the day and the year first above written, SIGNED SEALED AND DELIVERED BY THE

1. SAID
 NAME _____
 ON BEHALF OF THE CONTRACTOR

SAID
 NAME _____
 ON BEHALF OF THE SMVDU

2. SEAL
 3. ADDRESS

SEAL
 ADDRESS

In Presence of:

NAME
 ADDRESS

NAME
 ADDRESS

IV

**CONDITIONS OF
CONTRACT**

1. **Definitions & Interpretations**

In the contract (as herein under defined) unless, it is otherwise repugnant to the text, the definition of the following words and expressions shall have the meaning hereunder assigned except otherwise specified: -

- i) "Site" means the lands and other places on, under, in, or through which the works are to be executed or carried out and any other lands or places provided by the SMVDU for the purpose of the works together with such other places as may be specifically designated in the contract as forming part of the site.
- ii) The expression "work" or "works" shall unless there be something either in the subject or context repugnant to such construction be construed and taken to mean the works to be executed in accordance with the contract or parts thereof as the case may be and shall include all additional, altered or substituted works as required for the performance of the contract.
- iii) "Drawings" means the drawings referred to in the documents and any modification of such drawings approved in writing by the SMVDU and such other drawings as may from time to time be furnished or approved in writing by the SMVDU/Engineer.
- iv) "Bill of Quantities" means the schedule of quantities or items, materials & rates, summaries, etc. as finally accepted.
- v) "Specification" means the specifications including Indian or British or other approved standard specification where so required.
- vi) "Contract" means this agreement and all documents which form part thereof and/or annexed thereto and all amendments thereto made in accordance with the provisions hereof based on Notice Inviting Tenders, the sealed Quotations and the Tender documents including the Tender, General & Special conditions of the contract, specifications, designs & drawings, priced schedule & priced Bill of quantities and schedule of rates and acceptance thereof, read in conjunction and complementary to one and other.
- vii) "Contract Price" or "Contract Value" or "Contract Sum" means the sum set out hereto as the total value of the contract and shall be subject to additions and/or deductions and rebated in accordance with the provision herein contained.
- viii) "SMVDU"/ "Owner"/ "Client" means Shri Mata Vaishno Devi University, P.O.:Kakryal – 182320, Katra (J&K) through The Registrar, SMVD University and includes the SMVDU's representatives, successors, and assigns.
- ix) "Engineer" means "University Engineer, SMVD University, P.O.:Kakryal – 182320, Katra (J&K)" or his authorised supervisor and representatives or such other firm/persons, as shall be nominated by the SMVDU.
- x) "Contractor" means who is awarded contract to perform the work in accordance with the contract and includes the contractor's personnel, representatives, successors and permitted assigns.
- xi) "Permanent Works" shall mean the works which are of a permanent nature and are not Temporary works.
- xii) "Temporary works," means all temporary works of every kind required in or about the execution, completion or maintenance of the works.
- xiii) "Materials" means the materials, apparatus, equipment, fittings, fixtures and other things for incorporation in the works.
- xiv) "Period of Maintenance/Defect Liability Period" shall mean the period of 365 (Three hundred sixty five) days calculated from the date of completion of the works certified by the Engineer or at the discretion of Engineer from the date of interim completion of the works certified by the Engineer or in the event of more than one certificate having been issued by the Engineer from the respective dates so certified, as the case may be.
- xv) "Market Rate" means the rate as decided by the Engineer/SMVDU, on the basis of cost of materials inclusive of any taxes, duty, octroi or such statutes in force at the time of work and cost of labour at site where the work is to be executed plus the percentage to cover all overheads and profit.
- xvi) "Approved" means approved in writing; "approval" means approval in writing.
- xvii) "Month" means calendar month
- xviii) "Week" means seven consecutive calendar days.

xix) "Day" means a calendar day beginning and ending at midnight

2. Extent of Contract

The contract comprises the construction, completion and maintenance of the works and except in so far as the contract otherwise provides, the provision of all labour, materials, constructional plant, temporary works and everything whether of a temporary or permanent nature required in and for such construction, completion and maintenance so far as the necessity for providing the same is specified in or reasonably to be inferred from the contract.

3. Letter of Intent/Acceptance/Award

Before signing of the contract, the SMVDU may issue by registered post or by otherwise, depositing at the registered office of the contractor, letter of Intent/Acceptance to enter into a contract with the contractor for the execution of the works in accordance with the contract. Upon issue of such Letter of Acceptance/Intent by the SMVDU, the SMVDU shall be deemed to have signified his intention to award the contract, however, the process shall be deemed to be complete only when the contract has been entered into by the SMVDU and the Contractor. However, until a formal contract agreement is prepared and executed, the tender together with the SMVDU's letter of intent shall constitute a binding contract between the parties.

4. Contract Agreement

4.1 Within 10 days after the issue of letter of acceptance, the contractor shall have to enter into a written deed of agreement incorporating all the terms and conditions as embodied in the Tender Documents or modified subsequently in writing and those contained in the letter of acceptance, with the SMVDU.

4.2 The following documents shall be deemed to form and be ready and construed as part of the Contract Agreement:

- a) The said Tender and Appendix.
- b) Form of Tender
- c) Conditions of contract.
- d) Letter of acceptance.
- e) Contract price.
- f) Priced Bill of Quantities as accepted.
- g) Specifications.
- h) Drawings.
- i) Other additional documents as required

5. Language (s)

The language in which the contract documents shall be drawn up shall be English.

6. Documents Mutually Explanatory

Except if and to the extent otherwise provided by the contract, the provisions of the conditions of contract shall prevail over those of any other document forming part of the contract. Subject to the foregoing, the several documents forming the contract are to be taken as mutually explanatory of one another but in case of ambiguities or discrepancies, the same shall be explained and adjusted by the Engineer who shall thereupon issue to the contractor instructions directing in what manner the work is to be carried out.

7. Contractor's General Responsibilities

7.1 The contractor shall, subject to the provisions of the contract, and with due care and diligence, execute, complete and maintain the works and provide all labour including Supervision, materials, constructional plant and all other things, whether of a temporary or permanent nature, required in and for such execution, completion and maintenance so far as the necessity for providing the same, excluding those to be provided by the SMVDU is specified in, or is reasonably to be inferred from the contractor.

7.2 The contractor shall carry out and complete and maintain the works in accordance with good engineering practices and using materials and workmanship of the quality and standards therein specified provided that where and to the extent that approval of the quality

of materials or of the standards of workmanship is a matter of option, such quality and standards shall be to the satisfaction of the SMVDU/Engineer/Engineer's Representative.

8. Contractor's Superintendence

8.1 The Contractor shall give and/or provide all necessary superintendence during the execution of the works and as long thereafter as the Engineer may consider necessary for the proper fulfillment of the Contractor's obligations under the Contract. The Contractor or his competent and authorized technical agent or representative and all other technical staff approved of in writing by the Engineer (which approval may at any time be withdrawn) are to be constantly on the works and shall give whole time to the superintendence of the same. Such representatives shall be adequately qualified and have the required experience in similar works. If such approval shall be withdrawn by the Engineer, the contractor shall as soon as is practicable (having regard to the requirement of replacing him as hereinafter 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. Such authorized agent or representative shall receive on behalf of the contractor, directions and instructions from the Engineer or (subject to the limitations contained in the contract) the Engineer's Representative.

8.2. Contractor's senior representative for execution and co ordination of works. The contractor shall have on site, at all times during working hours throughout the course of the contract, at least one competent senior representative who shall be empowered to make decisions bindings on the contractor in respect of all matters likely to arise in connection with the execution and coordination of the works at site and shall keep the engineer and the SMVDU informed at all times about the name and designation of such representative only. Contractor's senior representative shall have the power to take joint measurements and sign the measurement books/bills

8.3. Removal of contractor's employees

The engineer 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 the works who in the opinion of the engineer misconducts himself or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the engineer to be undesirable and such person shall not be again employed upon the works without the written permission of the Engineer. Any person so removed from the works shall be replaced as soon as possible by a competent substitute approved by the engineer.

8.4. Unauthorized Persons

No unauthorized persons are to be allowed on the site. The contractor shall instruct all such persons to keep out and shall take steps to prevent trespass.

8.5. Safety of Site Operations

The contractor shall take full responsibility for the safety, stability and adequacy of all site operations and methods of construction including all temporary works, provided that the contractor shall not be responsible, except as may be expressly provided in the contract, for the design or specification of the permanent works.

9. Assignment

The contractor shall not assign the contract or any part thereof or any benefit or interest therein or there under without the prior written consent of the SMVDU.

10. Sub-Letting

Except where otherwise expressly provided in this contract, the contractor shall not sub-let the whole or any part of the works without the prior written consent of the Engineer and such consent, if given, shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglect of any sub-contractor, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the contractor or his agents, servants or workmen. Provided always that the provision of labour on a piecework basis shall not be deemed to be sub-letting under this clause.

11. Absence of Specification

If the specifications do not contain particulars of materials and works which are obviously necessary for the proper completion of the works, and the intention to include, which is inferred, all such materials and works shall be supplied and executed by the contractor without extra charge. If the contractor requires additional information, he shall, so request in writing, well in advance to commencement of the particular work, to the Engineer who will issue such detailed information as necessary within a reasonable time.

12. Work to be to the satisfaction of SMVDU/Engineer

12.1 The contractor shall execute, complete and maintain the works in strict accordance with the contract to the satisfaction of the SMVDU and shall comply to the Engineer's instructions and directions on any matter (whether mentioned in the contract or not) touching or concerning the works. The contractor shall take instructions and directions only from the Engineer or (subject to the limitations referred to in clause 8 as mentioned in the agreement hereof) from the Engineer's Representative.

12.2 The contractor shall forthwith comply with all instructions issued to him by the Engineer/Engineer's Representative in regard to any matter in respect of which the Engineer/Engineer's Representative is expressly empowered by these conditions to issue instructions. If within seven days after receipt of a written notice from the Engineer/Engineer's Representative requiring compliance with an instruction the contractor does not comply therewith, then the SMVDU may employ and pay other persons to execute any work whatsoever which may be necessary to give effect to such instruction and all cost, incurred in connection with such action, shall be recoverable from the contractor by the SMVDU as a debt or may be deducted by him from any monies due or to become due to the contractor under this contract and carrying out such works by other persons/agencies shall not relieve the contractor from fulfilling his obligations under the contract.

13. Remedy for Bad Work

If it shall appear to the Engineer or his representative in charge of the work, that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of any inferior description, or that any materials or articles provided by him for the execution of work are unsound or of a quality inferior to that contracted for, or otherwise not in accordance with the contract, the contractor shall on demand in writing from the Engineer specifying the work, materials or articles complained notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify and remove and reconstruct the work, so specified in whole or in part as the case may require, at his own risk and cost and in the event of his failure, the Engineer may rectify or remove and re-execute part or whole of the work with new materials after dismantling the rejected works at the risk and cost in all respects of the contractor.

14. Setting Out

The contractor shall be responsible for the true and proper setting out of the works in relation to original points, lines and levels of reference given by the Engineer and for the correctness (subject as above mentioned) of the position, levels, dimensions and alignment of all parts of the works and for the provision of all necessary instruments, appliances and labour in connection therewith. The checking of any setting out or of any line or level by the Engineer or the Engineer's representative shall not in any way relieve the contractor of his responsibility for the correctness thereof and the contractor shall carefully protect and preserve all bench-marks, sight-rails, pegs and other things and references used in setting out the works.

15. Watching & Lighting

The contractor shall in connection with the works provide and maintain at his own cost adequate lights, guards, fencing, warning signs and watch & ward staff when and where necessary or required by the Engineer or Engineer's representative or by duly constituted authority for the protection of the works or for the safety and convenience of the public or others.

16. Care & Protection of Works

From the commencement to the certified completion of the whole of works, the contractor shall take full responsibility for the care thereof and of all Temporary works and in case any damage, loss or injury shall happen to the works or to any part thereof or to any Temporary works from any cause whatsoever (save and except the excepted risks as defined in conditions of the contract) the contractor shall at his own cost repair and make good the same so that at completion, the works shall be in good order and condition and in conformity to every respect with the requirements of the contract and the Engineer's instructions. In the event of any such damage, loss or injury happens from any of the excepted risks, the contractor shall, if and to the extent required by the Engineer, repair and make good the same as aforesaid at the cost of the SMVDU. The contractor shall also be liable for any damage to the works occasioned by him including his subcontractors in the course of any operations carried out by him for the purpose of completing any outstanding work and complying with his obligations. The contractor shall indemnify the SMVDU from all risks on this account.

17. Compliance with statutes, regulations, etc.

The contractor shall conform to, in all respects, with the provisions of any such statute, ordinance or law as aforesaid and the regulation or Bye-Laws of any local or other duly constituted authority prevailing, 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 SMVDU indemnified against all penalties and liability of every kind for breach of any such statute, ordinance or law, regulation or bye-law.

18. Fossils, etc.

All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the site of the works shall be deemed to be the absolute property of the SMVDU and the contractor shall take reasonable precautions to prevent his workmen or any other persons from removing or damaging any such article or thing and shall immediately upon discovery thereof and before removal acquaint the Engineer's representative of such discovery and carry out at the expense of the SMVDU and the instructions of Engineer's representative's to the disposal, or otherwise, of the same.

19. Patents Rights & Royalties

The contractor shall save harmless and indemnify the SMVDU from and against all claims and proceedings for or on account of infringement of any patent rights, design trade mark or name or other protected rights in respect of any constructional Plant, Machine work or material used for or in connection with the works or Temporary works or any of them and from against all claims, demand, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. The contractor shall pay all tonnage and other royalties, rent and other payments or compensation (if any) for getting stones, sand gravel, clay or other materials required for the works or Temporary works or any of them.

20. Interference with Traffic and adjoining properties

All operations necessary for the execution of the works and for the construction of any Temporary works shall so far as in compliance with the requirements of the contract permits, be carried on so as not to interfere unnecessarily or improperly, with the public convenience or the access to use and occupation of public or private roads and footpaths or to or of properties whether in the possession of the SMVDU or of any other person and the contractor shall save harmless and indemnify the SMVDU in respect of all claims, demands, proceedings, damages, costs, charges and expense whatsoever arising out of or in relation to any such matters in so far as the contractor is responsible therefor.

21. Opportunities for other contractor/agencies

The contractor shall, in accordance with the requirements of the Engineer, afford all reasonable opportunities for carrying out their work to any other contractor or agencies employed by the SMVDU and their workmen and to the workmen of the SMVDU and of any other duly constituted authority who may be employed in the execution on or near the site of any work not included in the contract or of any contract which the SMVDU may enter into in connection with or ancillary to the works. For any dispute in the matter, the same should be referred to SMVDU/Engineer and decision given by them will be binding.

22. Supply of Plant, Materials & Labour

Except where otherwise specified, the contractor shall at his own expense supply and provide all the constructional plant, tools & equipment, temporary works, materials both for temporary and for permanent works, labour (skilled & unskilled and including the supervision thereof), transport to or from the site and in and about the works and other things of every kind required for the construction, completion and maintenance of works.

23. Site Clearance

23.1 Contractor to keep site clear

During the progress of the works, the contractor shall keep the site reasonably free from all unnecessary obstruction and shall store or dispose of any constructional plant and surplus materials and clear away and remove from the site any wreckage, rubbish or temporary works which are no longer required.

23.2 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 workmanlike condition to the full satisfaction of the Engineer not later than one month from the virtual completion of the works.

24. Engagement of labour and labour Regulations

i) The contractor shall employ labour in sufficient numbers either directly or through sub-contractors to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the Engineer.

ii) The contractor shall not employ, in connection with the works, any person who has not completed his fifteenth year of age.

iii) The contractor shall pay to the labour, employed by him either directly or through sub-contractors, wages not less than fair wages as defined in the contractor's labour Regulations.

iv) The contractor shall, in respect of labour employed by him either directly or through sub-contractors, comply with or cause to be completed with the contractor's labour Regulations in regard to all matters provided therein.

v) The contractor shall comply with the provision of the latest payment of wages act, Minimum wages Act, SMVDU's Liability Act, workmen's compensation Act, Industrial Disputes Act, and the Maternity Benefit Act, the contract labour (Regulation and Abolition) Act, or any modifications thereof or any other law relating thereto and rules made there under from time to time.

vi) The contractor shall indemnify SMVDU against any payments to be made under and for the observance of the Regulations aforesaid, without prejudice to his right to claim indemnity from his sub-contractors.

vii) The decision of the Engineer in matters relating to the reports from the Inspecting Officers shall be final and binding and deductions for recovery of any liquidated damages in this respect may be made from any amount payable to the contractor.

viii) Observance by Sub-Contractors

The contractor shall be responsible for the observance by sub-contractors employed by him in the execution of this contract, of the provisions hereof and applicable laws, rules and regulations.

25. Quality of Materials & Workmanship

All materials and workmanship shall be the best of the respective kinds described in the contract and in accordance with the Engineer's instructions and shall be subjected from time to time to such tests as the Engineer may direct at the place of manufacture or fabrication or on the site or at all or any of such places. The contractor shall upon the instructions of the Engineer / Engineer's Representative furnish him with documentation to prove that the materials & goods comply with the requirements of contract and for requirement stated above.

The Engineer may issue instructions in regard to removal of material from site or any work, if these are not in accordance with the contract. The contractor shall provide such assistance instruments, machinery, labour and materials as are normally required for examining, measuring and testing and work and the quality, weight or quantity of any materials before incorporation in the works for testing as may be selected and required by the Engineer/Engineer's representative.

26. Examination of work before covering up.

26.1 No work shall be covered up or put out of view without the approval of the Engineer or the Engineer's Representative and the contractor shall afford full opportunity for the Engineer or the Engineer's Representative to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon. The contractor shall give due notice to the Engineer's Representative whenever any such work or foundations is or are ready or about to be ready for examination and the Engineer's Representative shall without unreasonable delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such work or for examining such foundations.

27. Commencement of Works

The contractor shall commence the works on site within a period of 7 days after the receipt by him of an order in writing to this effect from the SMVDU or the Engineer or the date of handing over the site whichever is later and shall proceed with the same with due expedition and without delay except as may be expressly sanctioned or ordered by the Engineer or be wholly beyond the contractor's control.

28. Possession of Site for Construction

28.1 Purpose

The SMVDU will with the Engineer's written order to commence the works, give to the contractor possession of so much of the site as may be required to enable the contractor to commence and proceed with the construction programme and otherwise in accordance with such reasonable proposals of the contractor as he shall by notice in writing to the Engineer make and will from time to time as the work proceed give to the contractor possession of such further portions of the site as may be required to enable the contractor to proceed with the construction of the works with due dispatch in accordance with the said programme or proposals (as the case may be).

28.2 Power, Water & Other Facilities.

The contractor shall be responsible for providing within the scope of work all facilities necessary for the performance of the work including (but not limited to) water, electrical power, electrical power through generator, transportation, labour tools, construction and testing equipment and machinery, borrow areas, access roads and right (s) of way to or about the job site(s) and or borrow area.

29. Final Certificates & Termination of responsibilities

29.1 Final Completion Certificate

On successful completion of entire works covered by the contract to the full satisfaction of SMVDU/Engineer, the contractor shall ensure that the following works have been completed to the satisfaction of Engineer: (a) clear the site of all scaffolding, wiring, pipes, surplus materials, contractor's labour, equipment and machinery (b) demolish, dismantle and remove all contractor's site offices and quarters and other temporary works, structures and constructions and other items and things whatsoever brought upon or erected at the site or any land allotted to contractor by the owner and not incorporated in the permanent works (c) remove all rubbish, debris etc. from the site and the land allotted to contractor and shall clear, level and dress, compact the site as required and said land to the satisfaction of the Engineer (d) shall put the owner in undisputed custody and possession of the site and all land allotted by the owner to the contractor, (e) all defects/imperfections have been attended & rectified to full satisfaction of the Engineer during the Defect Liability Period.

Unless the contractor shall have fulfilled the provisions of the clause, the works shall not be deemed to have been completed.

Upon the satisfactory fulfillment by contractor as stated above, the contractor shall be entitled to apply to the Engineer for a final completion certificate in respect of the entire work.

This issuance of a completion certificate shall be without prejudice to the SMVDU's rights and contractor's liabilities under the contract, including the contractor's liability for the Defect Liability Period nor shall the issuance of a completion certificate in respect of the works or work at any site be construed as a waiver of any right or claim of the SMVDU against the contractor in respect of work or the works at the site and in respect of which the final completion certificate has been issued.

29.2 Defect Liability/Maintenance Completion Certificate

The contract shall not be considered as completed until a Maintenance Completion Certificate shall have been signed by the Engineer and delivered to the SMVDU with a copy to the contractor stating that the works have been completed and maintained during the Defect Liability Period by the contractor to his full satisfaction. The Maintenance Completion Certificate shall be given by the Engineer within twenty eight days after the expiration of the Maintenance/Defect-Liability-Period.

29.3 Cessation of SMVDU's Liability

The SMVDU shall not be liable to the contractor for any matter or thing arising out of or in connection with the contract or the execution of the works unless the contractor shall have made a claim in writing in respect thereof before the issuance of the Defect Liability/Maintenance Completion Certificate under this clause.

30. Defect-Liability/Maintenance Period

30.1. The contractor shall maintain the whole of permanent works in a thoroughly sound, substantial efficient and perfect condition during the Defects-Liability Period of 365 days, after the date of completion of the whole or part of works, as certified by the Engineer, remedying at his own cost and to the satisfaction of the Engineer, any defects (excepting fair wear & tear, cleaning, normal day to day maintenance during the use of the building after being occupied) which may become apparent, prior to or during this Defects-Liability period, arising out of defective materials and/or workmanship or default, neglect or omission of the contractor notwithstanding, that the SMVDU has used portions of the works before the whole of the works were completed, during the Defect Liability Period. All tools plant, machinery, materials, superintendence, labour and other devices of all kinds necessary for such maintenance of the works during Defect Liability Period are to be supplied by and at the expense of the contractor.

The whole cost of rectification of defects, replacement of defective work or part thereof to the satisfaction of the Engineer, shall be at the expense of the contractor.

30.2 Remedy on contractor's Failure to remove defective work

If the contractor shall fail to carry out any such work as aforesaid required by the Engineer, the SMVDU on the advise of the Engineer shall be entitled to carryout such work by his own workmen or by other contractors and if such work which in the opinion of the Engineer, the Contractor was liable to do at his own expense under the contract, then all expenses consequent thereon or incidental thereto shall be recoverable from the contractor by the SMVDU and shall be deducted by the SMVDU from any monies due or that becomes due to the contractor.

31. Variations

31.1 If the SMVDU/Engineer may make any variation in quality or quantity of the works or any part thereof that may in their opinion be necessary, then the Engineer with the consent of the SMVDU shall have power to order the contractor to carry out the same and in any of the following:

- (a) Increase or decrease the quantity of any work included in the contract
- (b) Omit any such work
- (c) Change the character or quality or kind of any such work
- (d) Change the levels lines position and dimensions of any part of the works and
- (e) Execute additional work of any kind necessary for the completion of the works.

And no such variation shall in any way vitiate or invalidate the contract but the value (if any) of all such approved variations shall be taken into account in ascertaining the amount of the contract price.

32 Power of Engineer to fix Rates

Provided that if the nature or amount of any omission or addition relative to the nature or amount of the whole of the works or to any part thereof shall be such that, in the opinion of the Engineer, the rate or price contained in the contract for any item of the works is, by reason of such omission or addition/substitution rendered unreasonable or inapplicable, then a suitable rate or price shall be agreed upon between the Engineer and the contractor. In the event of disagreement the Engineer shall fix such other rate or price as shall in his opinion be reasonable and proper having regard to the circumstances and with approval of the SMVDU.

33. Variations Exceeding 25 percent

If the net effect of all variations (other than those arising by reason of any clause relating to variations in price of materials and/or labour) shall be found, on completion of the whole of the works, to result in a reduction or an addition greater than 25 percent of the sum named in the Tender the amount of the contract price shall be amended by such sums as shall be agreed upon between the Engineer and the contractor. In the event of disagreement, the Engineer shall fix such sum, as shall, in his opinion, be reasonable and proper regard being had to all material and relevant factors including the contractor's own cost and overheads.

34 Contract Price not subject to Variation

Save as specifically provided elsewhere in the conditions of contract, the contract rates shall not be adjusted in respect of any increase or decrease of cost to the contractor in carrying out the works by reason of alteration in the rates of wages and allowances payable to labour or change in the conditions of employment thereof or change in the cost of materials (whether for the permanent or temporary works) consumable stores fuel and power or variations in the rates of freight and insurance or in the incidence of or rates of landing charges or the operation of any law or statute or variation in the cost of any other matter or thing of whatsoever nature subsequent to the date of Tender.

So, it must be clearly understood by the contractor that no claim on account of enhanced rates on those items of work already accepted due to fluctuations of rates of materials will be entertained during the currency of the contract for the work, as per bill of quantities attached to the agreement and the additional work, if any, under relevant clause of the contract.

35. Plants etc. not to be removed.

No constructional Plant Temporary works or materials or any part thereof shall be removed from the site without the written consent of the Engineer which consent shall not be unreasonably withheld where the same is no longer immediately required for the purpose of completion of the works. The SMVDU will permit the contractor the exclusive use of all such constructional plant, Temporary works and materials in and for the completion of the works until the happening of any event which gives right to the SMVDU to exclude the contractor from the site and proceed with the completion of the works.

36 Quantities

The quantities set out in the Bill of Quantities are the estimated quantities of the work and they are not to be taken as the actual and correct quantities of the works to be executed by the contractor in fulfillment of his obligations under the contract & the quantities may vary conforming to actual site conditions & requirements and such variation shall not in any way vitiate or invalidate the contract, nor shall the contractor be entitled to any claim for increase or decrease of quantities of any item/items of work.

37 Works to be Measured

37.1 The SMVDU shall except as otherwise stated ascertain and determine by measurement the quantity and value of work done in accordance with the contract. He shall, when he requires any part or parts 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 the Engineer or the Engineer's Representative in checking such measurements & other substantiations of the Bill submitted by the contractor and shall furnish all particulars required by either of them. Should the contractor not attend or neglect or omit to send such agent then

the measurement made by the Engineer or approved by him shall be taken to be the correct measurement of the work and shall be conclusive and binding on the contractor.

37.2 The work shall be measured notwithstanding any general or local custom except where otherwise specifically described or prescribed in the contract.

38 Urgent Repairs/Works

If by reason of any accident or 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/Maintenance, any remedial or other work or repair shall, in the opinion of the Engineer or Engineer's Representative be urgently necessary for security and safety of life or for the works or adjoining property, and the contractor is unable or unwilling to once to do such work or repair, the SMVDU may employ his own or other workman do such work or repair, as the Engineer or the Engineer's Representative may consider necessary. If the work or repair so done by the SMVDU is work which, in the opinion of the Engineer, the contractor was liable to do at his own expense under the contract, all costs ad charges properly incurred by the SMVDU in so doing shall on demand be paid by the contractor to the SMVDU or may be deducted by the SMVDU from any monies due or which may become due with the contractor. Provided always that the Engineer or the Engineer's Representative (as the case may be) shall, as soon as after the occurrence of any such emergency, as may be reasonably practicable notify, the contractor thereof in writing.

39 Payment in Event of Frustration

In the event of the contract being frustrated whether by war or otherwise, howsoever, the sum payable by the SMVDU to the contractor in respect of the works executed shall be the same as that which would have been payable hereof if the contract had been terminated under the provisions of conditions of the contract.

40 Serving of Notices

40.1 On Contractor:

Any notice to be given to the Contractor, under the terms of the contract shall be served by sending the same by registered post to or leaving the same at the contractor's Principal place of business (or in the event of the contractor being a company to or at its Registered Office).

40.2 On SMVDU:

Any notice to be given to the SMVDU, under the terms of the contract, shall be served by sending the same by Registered post to or leaving the same at the SMVDU's last known address (or in the event of the SMVDU being a company to or at its Registered Office).

41 Excise & Sales Taxes, Works contract Tax for works.

41.1 The contractor shall pay and be responsible for payment of all taxes, duties, levies, fees or charges in respect of the works including but not limited to sales taxes, Tax on works contract, excise duties and octroi, payable in respect of materials, equipments, plant and other things required for the contract. All of the aforesaid taxes, duties, levies, fees and charges shall be to the contractor's account and SMVDU shall not be required to pay any additional or extra amount on this account. Variation of the taxes, duties, levies, fees etc., if any, till completion of the work, shall be deemed to be included in the accepted rates and no extra claim on this account will in any case be entertained.

41.2 Taxes on Profit

The contractor will be require to pay all taxes levied by the central and/or state Governments on such part of his profit in respect of the contract as is chargeable therewith under the laws for the time being in force.

42 Excavated materials property of SMVDU

All materials and things of any kind obtained from excavations or found on or under the site or under any additional site, which the contractor may be allowed to occupy, shall remain the

property of the SMVDU and shall not be used in the works or sold or otherwise disposed of without the written authority of the SMVDU unless otherwise expressly provided in the specification. Now excavations are to be made upon the site or additional site beyond those shown on the drawings without written authority of the Engineer or the Engineer's Representative.

43 Contract supersedes previous Documents

The contractor shall have no right to any increase in the rates in the Bill of Quantities nor any other right whatsoever by reason of any representative's explanation or statement given or to be given or by a reason of any information, promise, or guarantee given or alleged to have been given to him by any person (whether in the Employ of the SMVDU or not) before the date of the contract it being understood that the contract embodies the whole arrangements between the parties with reference to the contract hereby constituted and all previous correspondence, negotiations, representatives, explanations, statements, promises or guarantees whether oral or written shall be excluded.

44 Dimensions and Levels

All dimensions and levels shown on the drawings shall be verified by the contractor on the site and he will be held responsible for the accuracy and maintenance of all dimensions and levels.

Figured dimensions are in all cases to be accepted and no dimension shall be scaled. Large-scale details shall take precedence over small-scale drawings. In case of discrepancy the contractor shall ask for clarification from the Engineer's Representative before proceeding with the work.

45 Assistance for Engineer/Engineer's Representative

The contractor shall provide for the Engineer/Engineer's Representative at all times during the contract including maintenance, a competent chainman and/or all such other men as he may require to assist him in carrying out or checking any measurements, levels, setting out or measuring up of work. The contractor is also to provide ladders, gangways etc. and the necessary attendance to move and adopt as directed for inspection or measurement of the works by the Engineer/SMVDU and their representatives.

46 Construction Records

The contractor shall keep and provide to the Engineer's Representative full and accurate Records of the dimensions and positions of all new work and any other information necessary for the Engineer's Representative to be able to prepare complete drawings, recording details of the works as constructed.

47 SMVDU supply of materials.

The SMVDU, entirely at their own discretion may decide to supply some materials. In such a case, the rates of items of work affected due to such supply shall be suitable varied as per analysis of rates as directed by Engineer. No claim on this aspect from the contractor shall be entertained.

48 Lighting for works

The contractor shall at all times provide adequate and approved lighting as required for the proper execution and supervision and inspection of the works.

49 Site Instruction Book

The Engineer's Representative shall maintain a site instruction book on the site in which he or his authorized representative's remarks, instructions, decisions and other essential details, of the work shall be recorded. The contractor shall regularly note the contents of this book and initial it signifying his having done so and take immediate action on the same.

50 Progress Report

The contractor shall submit weekly progress reports indicating status of each activity planned for the period under consideration and summary of each completed and planned activity and the anticipated starting date for the activities planned but not in progress, schedule of

materials including the details of materials received and expected time of arrival of other materials as ordered and such other details affecting the programme and progress of the work to the Engineer's Representative in a form as required by him which shall also include reasonable number of progress photographs of the works.

51 **Contractor to verify Site Measurements**

The contractor shall check and verify all site measurements whenever requested by other specialists, contractors or by nominated or other sub-contractor to enable them to prepare their own shop drawings and pass on the information with sufficient promptness as will not in any way delay the works. A copy of all such information passed on shall be given to the Engineer's Representative.

52 **Specialist Sub-contractor**

The contractor shall get all the specialist works such as the sanitary plumbing & drainage works, electrical work, false ceiling, aluminium works, doors, etc. executed through approved specialist contractors having requisite experience in the particular trade. The list of such specialist sub-contractors the contractor proposes to use, shall be submitted with his tender along with details of their experience and on approval by the Engineer the particular sub-contractor only shall be appointed for carrying out the work. The SMVDU/Engineer shall have the right to reject any specialist sub-contractor only shall be appointed for carrying out the work. The SMVDU/Engineer shall have the right to reject any specialist sub-contractor proposed in which case the contractor shall get the work executed by another specialist sub-contractor who meets with the approval of the Engineer/SMVDU and no claim by the contractor regarding this aspect shall be entertained.

53 **Operating and Maintenance Instructions/Manual and list of spares**

The contractor shall submit to the Engineer for approval, as early as possible before dispatch of any equipments etc. General instructions namely operations and; maintenance instruction manuals concerning the correct manner of assembling, operating and maintaining the work with special reference to any recently developed features. These instruction manuals shall be submitted immediately following approval of the drawings together with the lists of spare parts separately.

The manuals shall be submitted for approval in the same manner as the drawings and when finally approved, copies shall be prepared and forwarded to the Engineer. The contractor shall ensure that the erection supervisor has a copy in his office at site.

The instructions manuals shall describe in detail the erection procedure and use of all erection equipment and measurement devices. The procedure for assembling, adjusting, operating and dismantling of each component, system and machine shall be described and illustrated. The maintenance of each equipment shall be described including the recommended frequency of inspection and lubrication.

The contractor shall, in preparing the instruction manual, take into account the lack of experience and familiarity of the operating personnel with this type of equipment.

The contractor shall be fully responsible for ensuring that all plant and materials supplied under this contract are suitable for use under local climatic conditions.

54. **Keeping Site Clean**

During the progress of the works and when directed by the Engineer's Representative, the contractor shall keep the site clear of all rubbish and debris including that which may be deposited on the site by any sub-contractor until the date of issue of certificate of completion. The cost of keeping the site clean shall be deemed to have been included for in the rates.

On completion of the works, the contractor shall at his own expense clear away and remove from the site not later than 7 days from the date of completion of works all constructional plant, surplus material, rubbish and temporary works of every kind and leave the entire site

and works clean and in work man like condition to the satisfaction of the Engineer's representative.

55. Extension of Time:

The time for completion of the works in the event of any authorized deviations or additional work resulting in additional cost over the contract sum, shall be extended, if requested by the contractor, in the proportion in which the cost of the altered, additional or substituted work bears to the original contract sums plus any additional time, which the 'Engineer' may consider reasonable. Similarly, in the event of deletion of some items, the time for completion for the work shall be reduced in the proportion of altered cost to the original contract sum.

56 If the work be delayed by:

- a. Force Majeure, or
- b. Serious loss or damage by fire, or
- c. Civil commotion, local combination of workmen, strike or lock out, affecting any of the trades employed on the work, or
- d. Non-supply of stores, which are the responsibility of the client to supply, or
- e. Any other cause, which in the absolute discretion of the SMVDU is beyond the contractor's Control.

Then upon the happening of any such event causing delay, the contractor shall immediately give notice thereof in writing to the Engineer, but shall nevertheless use constantly has best endeavors to prevent or make good the delay and shall take all possible steps to the satisfaction of the 'Engineer' to proceed with the works.

Request for extension of time, shall be made by the contractor in writing no later than fourteen days of the happening of the event causing delay, the contractor may also, if practicable, indicate in such a request, the period for which extension is desired.

In any such case, the 'Engineer' may give a reasonable extension of time for completion of the work, which shall be communicated to the contractor by the Engineer, in writing within 3 months of the date of receipt of such timely request by the Engineer. Any extension of completion period shall not entitle the contractor to any other monetary gain or claim.

57. Retention Money:

57.1 Retention money at the rate of 10 % (Ten percent only) shall also be deducted from the Running account bills of the contractor.

57.2 Subject to the completion and handing over the complete works/building as per the terms & conditions of the contract, well within the completion period including extension of time, the retention money deducted from the bills after adjustment of any dues / outstanding or liquidated damages shall be released to the contractor after the defect liability period is over.

58. ADVANCES:

No Advance of whatever nature shall be given to the contractor under any circumstances. The contractor shall ensure that the works as per the contract are completed well within the stipulated completion time.

59. Liquidated damage:

If the contractor shall fail to complete the works within the stipulated period of completion, the contractor shall be liable and shall pay to the SMVDU as pre-estimated damages at the rate of half percent of the contract price for each week of delay subject to a maximum of 10% (ten percent) of the contract value. In case the non-completion is limited to certain areas of the building /items of work/component of work etc./ which of not preventing the SMVDU to occupy and use the building effectively as decided by the engineer, then the liquidated damages shall be limited to 10% of the cost of the particular areas of building/item of work, Components of

work etc. subject to the ceiling as indicated before. The decision of the Engineer in this respect shall be final and binding upon the contractor.

60. TERMINATION OF CONTRACT:

Foreclosure in full or in part due to abandonment or reduction in scope of work

60.1 If at any time after acceptance of the tender SMVDU decides, to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works given to be carried out, the Engineer shall give notice in writing to that effect to the contractor and the contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full, but which he did not derive in consequence of the foreclosure of the whole or part of the works.

60.2 The contractor shall be paid at contract rates full amounts for works executed at site and in addition a reasonable amount as certified by the Engineer for the items hereunder mentioned which could not be utilized on the work to the full extent because of the foreclosure:

a. Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarter and site office storage accommodation and water storage tanks.

b. The SMVDU shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers.

i) For materials taken over or to be taken over by the SMVDU, the cost to be paid shall take into account purchase price, cost of transportation and deterioration or damage which have been caused to materials whilst in the custody of the contractor.

ii) For materials not retained by the SMVDU, reasonable cost of transporting such materials from site to contractor's permanent stores or to his other works, whichever is less. If materials are not transported to either of the said places, not cost of transportation shall be payable.

c. If any materials supplied by the SMVDU are rendered surplus the same except normal wastage shall be returned by the contractor to SMVDU at rates not exceeding those at which these were originally issued less allowances for any deterioration or damage which may have been caused whilst the materials were in the custody of the contractor, such materials shall be transported by him from the site to the place of issue or a place other than the place of issue, if so required by the SMVDU and in such an event he will be paid for the cost of transporting such materials from site.

d. Reasonable compensation for transfer of T&P from site to contractor's permanent stores or to his other works., whichever is less. If T&P are not transported to either of the said place no cost of transportation shall be payable.

e. Reasonable compensation for repatriation of contractor's Site staff and imported labour to the extent necessary.

60.3 The contractor shall, if required by the Engineer furnish to him books of accounts, wage books, time sheets and other relevant documents as may be necessary to enable him to certify the reasonable amount payable under clause 9.1.2,

61. CONCESSION OF THE CONTRACT IN FULL OR IN PART:

a) If the contractor: -

- i. at any time makes default in proceeding with the works with due diligence and continues to do so even 15 days after a notice in writing from the Engineer; or
- ii. Commits defaults in complying with any of the terms and conditions of the contract and does not remedy it within 15 days after a notice in writing is given to him in that behalf by the Engineer; or
- iii. fails to complete the works or any part of the work on or before the date of completion and does not complete them within the period specified in notice give in writing in that behalf by the Engineer; or
- iv. has obtained a contract with the SMVDU as a result of ring tendering or other non-bonafide methods of competitive tendering; or
- v. being an individual, or a firm, any partner thereof, shall at any time be adjudged insolvent or have a Receiver appointed or other of administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for purpose of amalgamation or reconstruction) under relevant Act for the time being in force or make any conveying of assignment of his creditors or purport to do or if any application be made under any relevant. Act for the time being in force for the administration of his estate or if a trust deed be executed by him for benefit of his creditors; or
- vi. being a company, shall pass a resolution or the court shall make an order for the liquidation of its affairs, or a Receiver, liquidator or manager on behalf of debenture holders shall be appointed or circumstances shall arise which entitle the court or debenture holders to appoint a Receiver or manager; or
- vii. shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days ; or
- viii. assigns, transfers, sublets (engagement of labour on a piece work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or attempts to assign, transfer or sublet the entire works or any portion thereof without the prior written approval of the SMVDU

The SMVDU may, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to SMVDU, by written notice cancel the contract as whole or only such items of work in default from the contract.

a) **The SMVDU shall on such cancellation have powers to:**

- 1. Take possession of the site and any materials, constructional plants, implements, stores, etc. thereon, and/or.
- 2. Carry out the incomplete work by any means at the risks and cost of the contractor.

a. On cancellation of the contract in full or in part, the Engineer shall determine what amount, if any, is recoverable from the contractor for completion of the works or in case the works or part of the works not to be completed, the loss or damage suffered by SMVDU. In determining this amount, credit shall be given to the contractor for the value of the work executed by him up to the time cancellation, the value of the contractor's materials taken over and incorporated in the work, and use of machinery belonging to the contractor.

b. Any excess expenditure incurred or to be incurred by the SMVDU in completing the works or part of the works or the excess loss or damage suffered or may be suffered by the SMVDU as aforesaid after allowing such credit shall be recovered from any moneys due to the contractor on any account, and if such moneys are not sufficient, the contractor shall be called upon in writing to pay the same, within 30 days of the notice given to that effect by the 'Engineer'.

c. If the contractor shall fail to pay the required sum within the aforesaid period of 30 days, the Engineer shall have the right to sell any or all of the contractor's unused materials, constructional plant, implements, temporary buildings; etc. and apply the proceeds of sale thereof towards

d. the satisfaction of any sums due from the contractor under the contract and in accordance with the provisions thereof.

e. Any sums in excess of the amounts due to the SMVDU and unsold materials constructional plant, etc. shall be returned to the contractor, provided always that if cost or anticipated cost of completion by the SMVDU, of the works is less than the amount which the contractor would have been paid had he completed the works, such benefit shall not accrue to the contractor.

62. Certificate & Payments

Final Payment:

The contractor shall submit his final bill substantiated with complete supporting documents as required by the Engineer, showing the account of all works as executed by him in details, the quantities and value of work done in accordance with contract, within 90 days of date of completion of all works as certified by the Engineer.

The SMVDU shall pay the net amount, if due, after all recoveries and other deductions (including retention money) within 60 days of receipt of bills from the Contractor. The Contractor should submit his disputed claims before the passing of the final bill within the 30 days of the submission of the final bill. No claim from the contractor side shall be entertained after the expiry of the above mentioned period.

63. CONTRACTORS LIABILITY AND INSURANCE

63.1 From commencement to completion of the works, the contractor shall take full responsibility for the care thereof and for taking precautions to prevent loss or damage and to minimize loss or damage to the greatest extent possible and shall be fully responsible/liable for any damage or loss that may happen to the works or any part thereof, to any fixed/unfixed materials supplied at site against which payment or recoverable advance may have been paid or not, from any cause whatsoever (save and except the Excepted Risks) and shall at his own cost, repair and make good the same, so that at completion, the works shall be in good order and condition and in conformity in every respect with the requirements of the contract and instructions of the Engineer.

Without limiting his obligations and responsibilities under the above clause, the contractor shall insure the following in the joint names of the SMVDU and the

contractor, against all loss or damages from whatever cause (other than the Expected risks) for which he is responsible under the terms of the contract and in such manner that the SMVDU and the contractor are covered during the period

of construction of the works and the defects liability period for loss or damage arising from a cause occurring prior to the commencement of the damage caused by the contractor, in the course of any operation carried out by him for the purposes of complying with his obligations.

(a) The works and the temporary works to the full values of such works executed from time to time

(b) The Materials, constructional plant and other things brought to site by the contractor to the full things brought to site by the contractor to the full value of such materials, constructional plant and other things.

63.2 DAMAGE TO PERSONS AND PROPERTY

The contractor shall indemnify and keep indemnified the SMVDU against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance of the works and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto, PROVIDED always that nothing herein contained shall be deemed to render the contractor liable for or in respect of or to indemnify the SMVDU against any compensation or damage caused by 'Excepted Risks'.

Before commencing execution of the work, the contractor shall, without in any way limiting his obligations and responsibilities under the conditions, insure against any damage, loss or injury which may occur to any property (excluding that of the SMVDU) or to any person (including any employee of SMVDU) by or arising out of carrying out of the contract.

63.3 SMVDU to be indemnified

The contractor shall at all times indemnify the SMVDU against all claims, damages or compensation under the provision of Payment of Wages Act, Minimum Wages Act, SMVDU's Liability Act, Industrial Disputes Act, and the Maternity Benefit Act or any modifications thereof or any other law relating thereto and rules made there under from time to time or as a consequences of any accident or injury to any workmen or other persons in or about the works whether in the employment of the contractor or not, save and except where such accident or injury has resulted from any act of the SMVDU their agents or servants, and also against all costs, charges and expenses of any suit action or proceedings arising out of such accident or injury and against all sum or sums which may with the consent of the contractor be paid to compromise or compound any such claim. Without limiting his obligations and liabilities as above provided the contractor shall insure against all claims, damages or compensation payable under the workmen's compensation Act, 1923 or any modification thereof or any other law relating thereto.

All the aforesaid insurance policies shall provide that they shall not be cancelled till the Engineer has agreed to their cancellation.

The contractor shall prove to the Engineer or his authorized representatives from time to time that he has taken out all the insurance policies referred to above and has paid the necessary premia for keeping the policies alive till the expiry of the Defects Liability Period.

64. EXCEPTED RISKS

64.1 The contractor shall be under no liability whatsoever whether by way of indemnity or otherwise for in respect of destruction of or damage to the works (save to work condemned or rejected under the provision of contract prior to the occurrence of any excepted risk hereinafter mentioned) or Temporary works or to property whether of the SMVDU or third parties or for/or in respect of injury or loss of life which is the consequence whether direct or indirect of war hostilities (whether war be declared or not) invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurper power civil war and/or riot, commotion or disorder otherwise than among the contractor's/Sub contractor own employees (hereinafter compressively referred to as "the said Expected Risks" and the SMVDU shall indemnify and save harmless the contractor against and from the same and against from all claims, demands, proceedings, damages, costs charges and expense whatsoever arising there out or in connection therewith and shall compensate the contractor for any loss of or damage to property of the contractor used or intended to be used for the purpose of the works (including property in transit to the site) and occasioned either directly or indirectly by the said Excepted risks.

64.2 DAMAGE TO WORKS BY EXCEPTED RISKS

If the works or temporary works or any materials (whether for the former or the latter) brought to site shall sustain destruction or damage by reasons of any of the said Excepted Risks, the contractor shall be entitled to payment for any permanent or temporary works and for any materials so destroyed or damaged and/or shall be paid by the SMVDU the cost of making good any such destruction or damages whether to the works or Temporary works and of replacing or making completion of the works on a prime costs basis as the Engineer may certify to be reasonable.

64.3 PROJECTILE, MISSILE ETC.

Destruction, damage, injury or loss caused by the explosion or impact whenever and wherever occurring of any mine, bomb, shell, grenade or other projectile, missile or ammunition or explosive or war shall be deemed to be a consequence of the said excepted risks.

65. SETTLEMENT OF DISPUTES.

The instructions, decision, opinion, certificate or evaluation of the Engineer/SMVDU, with respect of or any of the matter regarding which the decision of the Engineer/SMVDU is stated to be as final or conclusive or binding in these conditions of the contract or specifications or in the Bill of Quantities forming part of the contract, shall be final conclusive and binding on the parties hereto and shall not be subject to be appealed. Such matters hereinafter shall not be subject to be appealed. Such matters hereinafter shall be referred to as "excepted matters".

The decision of the Vice-Chancellor, SMVD University in any and all matters shall be final and binding on both the parties in the agreement.

66. Work not to be stopped

The contractor expressly agrees that in the event there arise any kind of dispute/disputes or the matter of dispute/disputes is referred to arbitration, the contractor shall at no stage stop or slow down the work on this excuse and shall proceed diligently to complete and handover all works as per contract within the scheduled completion period.

67. Arbitration

Any dispute arising out of and in relation to this agreement shall be referred to the arbitration by sole arbitrator to be appointed by the Hon'ble Vice-Chancellor of the SMVDU. The arbitration would be conducted and governed by under the provisions of J&K Arbitration and Reconciliation Act, 1997. Any dispute arising out of the present agreement/contract shall be subject to the jurisdiction of Jammu District courts only and no other court shall have the jurisdiction.