

# **NUMALIGARH REFINERY LIMITED**

## **GENERAL CONDITIONS OF CONTRACT For implementation of Numaligarh Refinery Project.**

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**SUBMISSION OF TENDER**

From:  
M/S

To:

**Subject:** Tender in response to .....

.....

Dear Sirs,

We hereby submit our offer in full compliance with the terms and conditions of the attached tender. Earnest money Deposit in the form of a .....for an amount of RS.....Valid upto .....is enclosed.

**Yours truly,**

Signature of Tenderer  
Full name of the person  
Signing the Tender  
Title and capacity of the person

CERTIFICATE AS TO CORPORATE PRINCIPAL

I.....Certify that I am  
.....Secretary of the corporation organized under  
the laws of.....and that.....  
.....who signed the above tender is authorized to bind the  
corporation company/firm by authority of its governing body /Board of Directors,  
etc.

.....  
Secretary. /M.D/Director/G.M.



## **SECTION -1**

### **GENERAL CONDITIONS OF CONTRACT**

#### **1.0 DEFINITION OF TERMS:**

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

- (1) “The Owner” means the Numaligarh Refinery Limited company within the companies act 1956 having its registered office at Tarun Nagar, 4<sup>th</sup> Road, Guwahati-781005, Assam.
- (2) The “Contractor” means the person or persons, firm or company or corporation whose tender has been accepted by the Owner and includes the Contractor’s legal representatives, his successors and permitted assigns.
- (3) The “Managing Director” shall mean the Managing Director of the Numaligarh Refinery Limited (NRL) or his successor in office as designated by the Owner.
- (4) The “Chief Engineer” shall mean the General Manager (project)/ Executive Director (proj.), Numaligarh Refinery Limited, or his successor in office or his authorized Project Nominee.
- (5) The “Engineer-in-charge” shall mean the person designated as such by the owner and shall include those who are expressly authorized by him to act for an on his behalf of operation of this contract.
- (6) The “Work” shall mean the works to be executed in accordance with contract or part there of as the case may be and shall include all extra, additional, altered or substituted works as required for purpose of the contract.
- (7) The “Permanent Work” means and includes works which will be incorporated in and form a part of the work to be handed over to the owner by the contractor on completion of the contract.

- (8) “Construction Equipment” means all appliances/equipment and things what so ever nature for the use in or for the execution, completion, operation or maintenance of the work or temporary works (as here-in-after defined) but does not include materials or other things intended to form or to be incorporated in to the work, or camping facilities.
- (9) “Site” shall mean the lands and other places on, under, in or through which the permanent works are to be carried out and any other lands or places provided by the owner for the purpose of the contract.
- (10) “Contract Documents” means collectively the tender documents, Designs, Drawings, Specification, schedule of quantities and Rates, Letter of Acceptance and agreed variations if any and such other documents constituting the tender and acceptance thereof.
- (11) The “Contract” shall mean the agreement between the owner and the contractor for the execution of the works including there in all Contract documents.
- (12) “EIL” means Engineers India Limited. Who are the consulting engineers to the owner for this project and having registered office at I. Bhikaiji Cam place. R.K.Puram . New Delhi-110066.
- (13) “Manager to project/project Manager/project co-ordinator”shall mean manager in charge of this project designated by Engineers India Limited or his successor or his authorized nominee.
- (14) The “Sub contractor” means any person or firm or company (other than the contractor) to whom any part of the work has been entrusted by the contractor, with prior written consent of the engineer-in-Charge, and the legal personal representatives, successors and permitted assigns of such person, firm or company.
- (15) The “Specification” Shall mean all directions. Provisions the various technical specification, attached and referred to the tender documents which pertain to the method and manner of performing the work or works to the quantities and qualities of the work or works and the materials to be furnished under the contract for the work or works, as may be exemplified or modified by the owner or Engineer-in-charge during the performance of contract in order to provide for the

unforeseen conditions or in the best interests of the work or worksheet shall also include the edition of relevant Indian standard specifications including all addenda / corrigenda published before entering into contract .

- (16) The “Drawings” shall include maps, plans and tracings or prints or sketches thereof with any modifications approved in writing by the engineer-in-charge and such other drawing as may, from time to time, be furnished or approved in writing by the engineer-in-charge.
- (17) The “Tender” means the proposal along with supporting documents submitted by the contractor for consideration by the owner.
- (18) The “Alternation order” means an order given in writing by the engineer-in-charge to effect additions to or deletions from and alternation in the works.
- (19) “Virtual completion” means completion of all important/essential works pending certain small value works kept in abeyance by the owner to achieve required co-ordinate completion with other inter linked unavoidable activities.
- (20) The “Completion certificate” shall mean the certificate to be issued by the engineer-in –charge when the works have been completed in accordance of CONTRACT DOCUMENT to his satisfaction. Completion certificate shall include completion of works with respect to virtual completion subject to owner’s decision to declare virtual completion with agreed time.
- (21) The “Final Certificate” in relation to a work means the certificate regarding the satisfactory compliance of various provisions of the contract by the contractor issued by the engineer-in-charge / owner after the period of liability is over.
- (22) The “PERIOD OF LIABILITY” in relation to a work means the specified period from the date of COMPLETION CERTIFICATE up to the date of issue of FINAL CERTIFICATE during which the contractor stands responsible for rectifying all defects that may appear in the works executed by the contractor in pursuance of the contract and includes workmanship defect, warranties against

Manufacturing/Fabrication defects covering all materials, plants, equipment's, components and the like supplied by the contractor.

- (23) The "APPOINTING AUTHORITY" for the purpose of arbitration shall be the managing director or any other person so designated by the owner.
- (24) "Temporary Works" shall mean all temporary works of every kind required in or about the execution, completion or maintenance of works.
- (25) "Plans" shall mean all maps, sketches and layouts as are incorporated in the contract in order to define broadly the scope and the specification of the work or works, and all reproductions thereof.
- (26) "Notice in writing or written notice" shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise provide to have been received by the addressee) by registered post to the latest known private or business address or registered office of the addressee and shall to deemed to have been received in the ordinary course of post it would have been delivered.
- (27) "Approved" shall mean approved in writing including subsequent written confirmation of previous verbal approval and "Approval" means approval in writing including as aforesaid.
- (28) "Telex/Letter of Intent" shall mean an intimation by a Telex /letter to Tendered (s) that the tender has been accepted in accordance with the provisions contained in the letter.
- (29) "Day" means a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- (30) "Working Day" means any day other than declared to be holiday or rest day by the owner.
- (31) "Week" means a period of any consecutive seven days.
- (32) "Metric system" all technical documents regarding the construction of works are given in the metric system and all work in the project

should be carried out according to the metric system. All documents concerning the work shall also be maintained in the metric system.

- (33) “Value of contract” means the sum accepted or the sum calculated in accordance with the prices accepted in tender and/or the contract rates as payable to the contractor for the entire execution and the full completion of the work.
- (34) “Language for Drawings and instruction” all the drawings, titles, notes, instruction, dimension, etc. shall be in English language.
- (35) “Mobilization” shall mean establishment of sufficiently adequate infrastructure by the contractor at “site” comprising of construction equipment, aids, tools tackles including setting of site offices at facilities such as power, water, communication etc. Establishing manpower organization comprising of resident Engineers, Supervising personal and adequate strength of skilled, semi-skilled an UN-skilled workers, who with the so established infrastructure shall be in a position to commence execution of work at site (s) , in accordance with the agreed time schedule of completion of work . Mobilization has been considered to have been unachieved, if the contractor is able to establish infrastructure as indicated above to begin work at all site (S)/ location as per the time, schedule, where so warranted in accordance with agreed schedule of work implementation to the satisfaction of engineer-in –charge/owner.
- (36) “Commissioning” shall mean putting into service .of the system including the plant (s) equipment (s) , vessel (s), pipeline, machinery (is), or any other section or sub section of installation (S) per training to the work of the contractor after successful testing and trial runs of the same.

“Commissioning” can be either for a completed system or a part of system of a combination of system or sub system and can be perform in any sequence as desired by owner and in a manner established to be made suited according to availability of prerequisites. Any such readjustments made by owner in performance of commissioning activity will not be constructed to be violating contract provisions and contractor shall be deemed have provided for the same.

## **Section –II**

### **2.0 GENERAL INFORMATION:**

#### **2.1 (a) location of site :**

The proposed location of project site is defined in the special condition of the contract.

#### **(b) Access by Road :**

Contractor if necessary if build other temporary access road to the actual site of construction for his own work at his owns cost. The contractor shall be required to permit the use of the roads so constructed by him for vehicle of any other parties who may be engaged on the project site. The contractor shall also facilitate construction of the permanent roads should the construction there of start while he is engaged on this work. He shall make due allowance in this tender for any inconvenience he anticipate on such account.

Non availability of access roads and railway siding the use of the contractor shall in no case condone any delay in the execution of works nor be the cause for any claims for compensation against the owner.

#### **2.2 Scope of work:**

The scope of work is defined in the special condition of contract and specification. The contractor shall provide all necessary materials, equipment, labour etc. For the execution and maintenance of the work till completion unless otherwise mentioned in this tender documents. All materials that go with the work shall be approved by Engineer-in-Charge prior to procurement and use.

#### **2.3 Water supply:**

Contractor will have to make his own arrangements for supply of water to his labour camps and for works. All pumping installation, pipe net wok and distribution system will have to be Carried by the contractor at his own cost.

Alternatively the owner his direction may endeavor to provide water to the contractor at the owner's source of supply provided the contractor make his own arrangement For piping net work and arrangement from source of supply and distribution pipe net Work shall have the prior approval of the Engineer-In-Charge, so as not to interfere with the Layout and progress of the other construction works. In such case, the rate for water shall be Rs.2.99 per kilo litre which will be deducted from the running account bills.

However, the owner doesn't guarantee the supply of water and this does not relieve the contractor of his responsibility in making his own arrangement and for the timely completion of the Various works as stipulated.

## **2.4 POWER SUPPLY:**

2.4.1 Owner will supply power at 400/440v subject to availability, at the nearest sub-station from where the contractor will make his own arrangements for temporary distribution. All the works will be done as per IEA regulations and passed by the Engineer-In-Charge. The temporary lines will be removed forthwith after the completion of the work or if there is any hindrance cause to the other work due to the alignment of these lines, the contractor will reroute or remove the temporary lines at his own cost. The contractor at his cost will also provide suitable electric meters (duly tested by state electricity board), fuses, switches, etc., for purposes of payment to the owner which should be in the custody and control of the owner. The cost of power supply shall be payable to the owner every month at Rs.2.53 (rupees two and paise fifty-three only) per kWh, which would be deducted from the running accounts bills. The owner shall not, however, guarantee the supply of electricity and no compensation for failure or short supply of electricity will be entertained.

2.4.2 It shall be the responsibility of the contractor to provide and maintain the complete installation of the load side of the supply with due regard to safety and proper circuit protection requirement at site. All cabling, equipment, installations etc. shall comply in all respects with the latest statutory requirement and safety provisions i.e. as per the Central/State

electricity acts and rules etc. The contractor will ensure that his equipment and electrical wiring etc. are installed and modified, maintained by a licensed Electrical/Supervisor. A test certificate to be produced to Engineer-in-charge for this approval, before power is made available. Non adhere of safety code shall render the contractor to be penalized as deemed fit by Engineer-In-Charge.

2.4.3 At all times IEA regulation shall be followed failing which the owner has a right to disconnect the power supply without any reference to the contractor. No claim shall be entertained for such disconnection by the Engineer-In-Charge. Power supply will be reconnected only after production of fresh certificate from the authorized electrical supervisors.

2.4.4 The owner is not liable for any loss or damage to the contractor's equipment as a result of variation of voltage or frequency or interruption in power supply or other loss to the contractor arising there from.

2.4.5 The contractor shall ensure that the electrical equipment installed by him are such that average power factor does not fall below 0.90 in any month, he will reimburse to the Owner for all units consumed during the month. (On account of low P.F.I)

2.4.6 The power supply required for contractors colony near the plant site will be determined by the owner and shall be as per State electricity Board, Rules and other statutory provisions applicable for such installation from time to time. In case of power supply to contractors colony, the power will be made single point and the contractor shall make his own arrangement at his own cost for distribution to the occupants of the colony as per electricity Rules and acts. The site area and the colony shall be sufficiently illuminated to avoid accidents.

2.4.7 The contractor will have to provide and install his own light and power meters duly tested by the State electricity Board which will be governed as per Central/State Government Electricity rules. The owner shall seal the meters.

2.4.8 In case of damage of any of the Owner's equipment on account of fault, intentional or unintentional on the part of the contractor, the Owner reserves the right to recover the cost of such damage from the contractor's bill. Cost of HRC Fuses replace at the Owner's terminals due to any fault in the contractor's installation shall be to contractor's account at the rates decided by the Engineer-in-charge. Ratings of fuses to be provided/use by the contractor shall not be more than the rating approved by owner.



- 2.4.9 Only motors up to 3 HP will be allowed be started direct on line. For motors above 3 HP and upto 100 hp a suitable Starting devices approved by the Engineer-in-Charge shall be provided by the Contractor. For motors above 100 HP slip ring induction motors with suitable with suitable starting devices as approved by the Engineer-in-Charge shall be provided by the contractor.
- 2.4.10 The contractor shall ensure at his cost that all-electric lines and equipment and all installation are approved by the state electricity Inspector before power can be supplied by the owner.
- 2.4.11 The total requirement of power with equipment wise breakup shall be indicated by the tenderer along with his tender.

**2.5 LAND FOR CONTRACTOR'S FIELD OFFICE, GODOWN AND WORKSHOP:**

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

On completion of the works or on getting notice from the owner which ever is earlier, the contractor shall remove all temporary works, structures erected by him and have the SITE cleaned as directed by the Engineer-In-Charge .If the Contractor shall fail to comply with this requirement, the Engineer-in-Charge may at the expense of the contractor remove such surplus, and rubbish materials and dispose off the same as he deems it and get the site cleared as a foresail , and contractor shall forthwith pay the amount of all expenses so incurredand shall have no claim in respect of any such surplus materials disposed off as aforesaid. The owner reserve the right to ask the contractor any time during the tendency of the contract to vacate the land by giving 7 days notice on security reasons or on national interest or otherwise. A token licenses of fee of Rs.100/- per hectare or part or thereof per annum shall be charge for the land so occupied. If the contractor fails to clear/vacate the site and clean the debris the same shall be done by the Engineer-in-

charge engaging and agency and the cost incurred for doing so shall be recovered from bill/S.D or any other works.

#### **2.5.1 PUTTING UP BUILDINGS ON PROJECT SITE:**

The contractor shall put up temporary structures as required by them for their office, fabrication shop and construction stores only in the area allocated to them on the project site by the owner or his authorised representative. No tea stalls/canteen's should be put up or allowed to be put up by any contractor in the allotted land complex area without prior written permission of the owner.

No unauthorized buildings, construction or structures should be put up by the contractor anywhere on the project site.

For uninterrupted fabrication of the work, Contractor, shall put up temporary covered structures at his cost within area (12Mx50M or as considered necessary) in the location allocated to them in the project site by the owner or his authorized representatives, but after written approval from the owner.

#### **2.6 LAND FOR RESIDENTIAL ACCOMMODATION:**

Land on temporary basis for residential accommodation for staff and labour will be made available at the direction of the Engineer-in-Charge and rent for the same will be as decided by the Engineer-in-Charge according to the location and area taken by the Contractor.

### **SECTION-III**

#### **GENERAL INSTRUCTIONS TO TENDERERS**

##### **3.0 SUBMISSION OF TENDER:**

- 3.1 Tenders must be submitted without making any additions, alterations, and as per details given in other clauses here under. The requisite details shall be filled in by the contractor in page 1 of tender Document. The rates shall be filled in the schedule given in this tender document.
- 3.2 Addenda/Corrigenda to tender document, if issued, must be signed and submitted along with the tender document. The tenderer should write clearly the revised quantities in the schedule of rates of tender document and should price the work based on revised quantities when amendments of quantities are issued in addenda.
- 3.3 Covering letter along with its enclosures accompanying the tender document and all further correspondence shall be submitted in Quadruplicate (FOUR COPIES).
- 3.4 Tenderers are advised to submit quotations based strictly on the terms and conditions and specifications contained in the tender documents and not to stipulate any deviations.
- 3.5 Tenders should always be placed in double scaled covers, superscribing Tender for Numaligarh Refinery Limited (NRL) project, Tender Notice No. due for opening on.....The full name, address, and telegraphic address of the Tenderers shall be written on the bottom left hand corner of the sealed cover.

##### **4.0 DOCUMENTS:**

###### **4.1 General:**

The tenders as submitted, will consist of the following:

- (i) Complete set of tender documents (Original) as duly filled in and signed by the tenderer as prescribed by in different clause of the tender document.
- (ii) Earnest money in the manner specified in clause 6 hereof.

- (iii) Power of attorney or a true copy thereof duly attested by a Gazetted officer in case an authorized representative has signed the tender, as required by the clause 4.5 hereof.
- (iv) Income tax clearance certificates (ITCC) and sales tax clearance certificate in original or true copies duly attested by Gazetted Officer in the Performa prescribe by the govt. of India should accompany the tender. The ITCC should be in the name of the firm/individual quoting for the work .In the absence of ITCC tenderer may not be awarded the worked tendered for, in light of central government directive/instructions.
- (v) Information regarding Tenderers in the Performa enclosed.
- (vi) Details of work of similar type and magnitude carried out by the tenderer in the Performa given at the end of this book let.
- (vii) Organization chart giving details of field management at site the tenderer proposes to have for this job.
- (viii) Details of construction plant and equipment's available with the tenderer for using in this working the Performa enclosed under the head "Information regarding equipment's which the tenderer proposes to use for this work."
- (ix) Solvency certificate from schedule bank to prove the financial ability to carry out the work tendered for.
- (x) Latest balance sheet and profit and loss account duly audited.
- (xi) Details of present commitment as per Performa enclosed to tender document
- (xii) Data required regarding sub contractor(s) /Suppliers/Manufacturers and other technical information's the tenderer wish to furnish
- (xiii) List showing all enclosures to tender.

#### 4.2 **ALL PAGES ARE TO BE INITIALLED:**

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

#### 4.3 **RATES TO BE IN FIGURES AND WORDS:**

The tenderer should quote in English in both in figures as well as in words the rates and amounts tendered by him for; each item in the schedule of rates in such a way that interpolation/Extrapolation is not possible. The amount for each item should be worked out and entered requisite total given of all items, both in figures and in words. The tendered amount for the work shall be entered in the tender and duly signed by the Tenderer.

If some discrepancies are found between the RATES in FIGURES and WORDS or the AMOUNT shown in the tender, the following procedure shall be followed:

- (a) When there is difference between the rates in the figures of words, the rates which corresponds to amount worked out by the tenderer shall be taken as correct.
- (b) When the rate quoted by the tenderer in figures and words tally but the amount is incorrect the rate quoted by the tenderer shall be taken as correct.
- (c) When it is not possible to ascertain the correct rate by either of above method, the rate quoted in words shall be taken as correct. (Or the lowest of the rates written in figure and words.)

#### 4.4 **CORRECTIONS AND ERASURES:**

All corrections and alterations in the entries of the tender paper shall be signed in full by the tenderer with date. No erasures or over writing are permissible.

#### 4.5 **SIGNATURE OF TENDERER:**

- 4.5.1 The tenderer shall contain the name, residence and place of business of person or persons making the tender and shall be signed by the TENDERER

with his usual signature. PARTNERSHIP firms shall furnish the full names of all partners of the tender. It should be signed in the partnership's name by all the partners or by duly authorized representative followed by the name and designation of the person signing. Tender by a corporation shall be signed by an authorized representative and a power of Attorney in that behalf shall accompany the tender. A copy of constitution of the firm with names of all partners shall be furnished.

4.6 **WITNESS:**

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

4.7 **DETAILS OF EXPERIENCE:**

The tenderer should enclose the documents and furnished details as per Performa enclosed to show that he has previous experience in having successfully completed in recent past work of this nature, together with the names of owners location of sites. Value of contract date of commencement and completion of works, delays if any reason of delay and other details along with documentary evidences. The information so provided if found partly or fully false shall render the tender of such Contractor liable to be rejected.

5.0 **TRANSFER OF TENDER DOCUMENTS:**

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

6.0 **EARNEST MONEY:**

- 6.1 The tenderer must pay earnest money as given in the notice inviting tenders and attach the official receipt with the tender failing which the tender is liable to be rejected. The earnest money can be paid in Call Deposit Receipt (CDR), Demand Draft or Bank Guarantee of state Bank of India or any schedule "A" Nationalized Bank in favor of Numaligarh Refinery Limited

(NRL), Guwahati. The Bank guarantee to be furnished in lieu of Earnest money shall be kept valid for a period of "SIX MONTHS" from the date of opening of tender.

- 6.2 The Bank Guarantee so furnished by the tenderer shall be in the proforma prescribe owner. No interest shall be paid by the owner on the earnest money deposited by the tenderer. The earnest money of the unsuccessful tenderer will be refunded within a reasonable period of time.
- 6.3 The earnest money deposited by successful tenderer will be retained towards the security deposited for the fulfillment of the contract, but shall be forfeited if the tenderer fails to deposit the requisite initial security deposit as per clause 10 hereof and /or fails to start work within a period of 21 days or fails to execute the agreement within 10 days of the receipt by him of the notification of acceptance of tender.

7.0 **VALIDITY:**

Tender Submitted by Tenderers shall remain valid for acceptance for a period of six months from the date of opening of the tender. The tenderers shall not be entitled during the said period of six months, without the consent in writing of the Owner, to revoke or cancel his tenderer to vary the tender given or any term thereof. In case of tenderer revoking or canceling his tender or varying any term in regard thereof without the consent of Owner in writing, the owner shall forfeit the earnest money paid by him alongwith tender.

8.0 **ADDENDA/CORRIGENDA:**

- 8.1 Addenda/Corrigenda to the tender documents may be issued prior to the date of opening of the tenders to clarify documents or to reflect modification in design or contract terms.
- 8.2 Each addendum/corrigendum issued by the project manager will be distributed in duplicate to each person or organization to whom a set of

tender documents has been issued. Each recipient will retain one copy of each addendum/corrigendum for submission along with his tender and return one signed copy to Engineer-in-Charge as acknowledgement of receipt of the same. All addenda/corrigenda issued by project manager shall become of part of tender documents.

**9.0 RIGHT OF OWNER TO ACCEPT OR REJECT TENDER:**

- 9.1 The right to accept the tender will rest with the owner. The owner however does not bind himself to accept the lowest tender and reserves to itself, the authority to reject any or all the tender received without assigning any reason whatsoever. The whole work may be split up between more than one contractors or accepted in part (not entirely) if considered expedient. Quoted rates should hold good for such eventualities.
- 9.2 Tenders in which any of particulars and prescribe information are missing or are incomplete in respect and/or the prescribed conditions are not fulfilled are liable to be rejected.
- 9.3 Canvassing in connection with tender is strictly prohibited and tender submitted by the Tenderer who resorts to canvassing will be liable to rejection. Tender containing uncalled for remarks or any additional conditions are liable to be rejected.

**10.0 SECURITY DEPOSIT:**

The person/ persons whose tender may be accepted (here after called the contractor) shall within 10 days of the receipt by him of the notification of the acceptance of the tender, shall remit/deposit the initial security deposit of 2.5% of the accepted value of the tender to Numaligarh Refinery Limited.

**11.0 TIME SCHEDULE:**

- 11.1 The work shall be executed strictly as per the time schedule given in appendix-I in tender document. Period of construction given in time



schedule includes the time required for mobilization as well as testing, rectification if any, re testing and completion in all respect to the entire satisfaction of Engineer-in-Charge.

11.2 A joint programmes of execution of the work will be prepared by the Engineer-in -Charge and Contractor based on priority requirements of the project. This programme will take into account the time for completion in 11.1 and the time allowed for the priority works by the Engineer-In-Charge.

11.3 Monthly/Weekly programmes will drawn up by the Engineer-in-Charge jointly with the contractor based on availability of work fronts and the joint construction program as per 11.2 above. The contractor shall scrupulously adhere to these targets/programmes by deploying adequate personal, construction tools and tackles and he shall also supply himself all materials of his scope of supply on good time to achieve the target programmes. In all matters concerning the extent of target setout in the weekly and monthly programmes and the degree of achievement, the decision of the Engineer-in-Charge will be final and binding on the contractor.

## 12.0 **COLLECTION OF DATA TENDERER'S RESPONSIBILITY:**

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

## 13.0 **RETIRED GOVERNMENT OR OWNERS OFFICERS:**

No Engineer of Gazetted rank or other gazetted officer, employed in Engineering or Administrative duties in an Engineering department of the State/Central Government or of the owner is allowed to work as a contractor for a period of two years after his retirement or resigning from government service, or from the employment of the owner without the previous permission of the owner. The contract, if awarded, is liable to be cancelled if either the contractor any of his employees found at any time to be such a person, who had not obtain the permission of the State/Central Government

or of the owner as aforesaid before submission off tender, or engagement in the contractors service as the case may be.

**14.0 SIGNING OF CONTRACT AGREEMENT:**

The successful tenderer shall be required to execute an agreement in the proforma attached with tender document within 10 days of the receipt by him of the notification of acceptance of tender. In the event of failure on the part of the successful tenderer to signed the agreement within the above stipulated period the earnest money or his initial deposit will be forfeited and the acceptance of the tender shall considered as cancelled.

**15.0 FIELD MANAGEMENT BY ENGINEER-IN-CHARGE:**

15.1 The field management will be the responsibility of the Engineer-In-Charge, who will be nominated by the owner. The Engineer-In-Charge may also authorized his representative to perform his duties and functions.

15.2 Clause 76 of the general conditions of contract shall be referred to in his connection.

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

**16.0 NOTE TO SCHEDULE OF RATES:**

16.1 The schedule of rates should be read in conjunction with all the other sections of the tender.

16.2 The tenderer shall be deemed to have studied the drawings, Specification and details of work to be done within time schedule and to aquatinted himself of the conditions prevailing at site.

- 16.3 Rates must be filled in the copies of pages of schedule of rates of original tender documents. . If quoted in separate typed sheet no variation in item description or specification shall be accepted. Any exception taken by the tenderer to the schedule of rates shall be brought out in the terms and condition of offer, but it does not guarantee acceptance of the same by the owner.
- 16.4 The quantities shown against the various items are only approximate. Any increase or decrease in the quantities shall not from the basis of alteration of the rates quoted and accepted. However any likely increase in quantity of any items should be brought to the notice of Engineer-In-Charge well in advance prior to execution.
- 16.5 The Owner reserves the right to interpolate the rate for such items of work falling between similar items of lower and higher magnitude.

**17.0 POLICY OF TENDERS UNDER CONSIDERATION:**

- 17.1 Only those tenders which are complete in all respects and are strictly in accordance with the terms conditions and Technical specifications of tender document, shall be considered for evaluation. Such tenders shall be deemed to be under consideration immediately after opening of tender and until such time of an official intimation of acceptance/rejection of tender s made by owner to the tenderer.
- 17.2 Owner/EIL if necessary, will obtain clarifications on the tender by requesting for such information clarifications from any or all tenderers either in writing or through other means of communication as may be necessary, and the tenderers are advise to refrain from contracting by any means owner/EIL and or their employees(s)/representatives (S) of their own, on matters related to tenders under consideration. Tenderers will not be permitted to change the substance of the tenders after opening of tenders.

**18.0 AWARD OF CONTRACT:**

- 18.1 The acceptance of tender will be intimated to the successful tenderer by Owner either by Talax/Telegram/Fax or by letter or likes means defined as LETTER OF ACCEPTANCE OF TENDER.
- 18.2 OWNER/EIL will be the sole judge in the matter of award of contract and the decision of OWNER shall be final and binding, however subject to fulfillment of clause 17.0 above and other relevant requirements of contract documents, works shall be awarded to the techno-commercially accepted lowest tenderer provided accepted rates are within reasonable variation with approved estimated rates/amount and work able.

**19.0 CLARIFICATION OF TENDER DOCUMENT:**

- 19.1 The tenderer is required to carefully examine the technical Specifications, condition of contract, Drawing and other details relating to work and given in tender document and fully inform himself as to all condition and matters which may in any way affect the work or the cost thereof In case the tenderer is in doubt about the completeness or correctness of any of the contents of the tender document, he should request in writing for an interpretation/clarification to OWNER/EIL in triplicate, OWNER/EIL will than issue interpretation/clarification to Tenderer in writing. Such clarifications and or interpretations shall from part of the specification and Documents and shall accompany the tender which shall be submitted by tenderer within time and date as specified in invitations to tender.
- 19.2 Verbal clarification and information given by OWNER/EIL or its employee(s) or its representatives shall not in any way be binding on owner.

**20.0 LOCAL CONDITIONS:**

- 20.1 It will be imperative on such tenderer to inform himself of local conditions and factors which may have any effect on the execution of WORK covered under the tender document. In their own interest, the tenderer are requested to familiarizes themselves with the Indian Income Tax Act 1961, Indian Companies Act 1956. Indian Custom Act 1962 and other related acts and laws and regulations of Indian including provident fund; Act, Indian disputes act, contract labour Act and such like legislation & rules with their such latest amendments, as applicable. Owner shall not entertain any request for clarifications from the tenderer regarding such local conditions.

- 20.2 It must be understood and agreed that such factors have properly been investigated and considered while submitting the tender. No claim for financial or any other adjustments due to lack of clarifications of such factors shall be entertained.

21.0 **ABNORMAL RATES:**

- 21.1 The tenderer are expected to quote rate for each item after careful analysis of cost involved for the performance of the completed item considering all specifications and condition of contract. This will avoid loss of profit or gain in case of curtailment or change of specification for any item. In case it is noticed that the rates quoted by the tender for any item are unusually high or unusually low, it will be sufficient cause for rejection of the tender unless the owner is convinced about the reasonableness after scrutiny of the analysis for such rates to be furnished by the tenderer (on demand).

## **SECTION-IV** **GENERAL OBLIGATIONS**

### **22.0 INTERPRETATION OF CONTRACT DOCUMENTS:**

#### **22.1 GENERAL**

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

Works shown in the drawing but not mentioned in the specifications or describe in the specifications without being shown in the drawing shall nevertheless be deemed to be included in the same manner as if they had been shown on the drawings and describe in the specifications.

#### **22.2 HEADINGS AND MARGINAL NOTES:**

All headings and marginal notes to the clauses of these general conditions of contract or to the specification or to any other tender documents are solely for the purpose of giving a concise indication or not a summary of the contents thereof and they shall never be deemed to be part thereof or to be used in the interpretation or construction of the contract.

#### **22.3 SINGULR AND PLURAL:**

In contract documents unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires. Works implying “person” shall include relevant Corporate

Companies/Registered Association/ Body of individuals/Firm of partnership.

23.0 **SPECIAL CONDITIONS OF CONTRACT:**

- 23.1 Special condition of contract shall be read in conjunction with the general conditions of contract, specification of work, Drawings and any other documents forming part of this contract wherever the contract so requires.
- 23.2 Notwithstanding the sub-division of the document in to these separate section and volumes every part of the document shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the contract so far as it may be practicable to do so.
- 23.3 Where any portion of the general condition of contract is repugnant to or at variance with any provision of the special conditions of contract then, unless a different intention appears the provisions of the special conditions of contract shall be deemed to over ride the provisions of the general conditions of contract and shall to the extents of such repugnancy, or variations, prevail.
- 23.4 Wherever it is mention in the specification that the contractor shall perform certain work or provide certain facilities, it is understood the contractor shall do so at his cost.
- 23.5 The materials design and workmanship shall satisfy the relevant Indian standards, the job specifications contained herein and codes referred to. Where the job specifications stipulates requirements in addition to those contained in the standard code and specifications, these additional requirements shall also be satisfied.

24.0 **CONTRACTOR TO OBTAIN HIS OWN INFORMATION**

The contractor in fixing his prices, shall for all purposes whatsoever, shall be deemed to have himself independently obtain all necessary information for the purpose of preparing his tender and his tender as accepted shall be deemed to have taken into account all contingencies as may arise due to such information or lack of same. The correctness of the details given in the tenderer document, to help the contractor to make up the tender is not guaranteed.

The contractor shall be deemed to have examined in the contract documents, to have generally obtain his own information in all matters whatsoever that might affect the carrying out of the works at the scheduled rates and have satisfied himself as to the sufficiency of his tender. Any error in description of quantity or omission there from shall not vitiate the contract or release the contractor from the executing the work comprised in the contract according to drawings and specification at the schedule rates. He is deemed to have known the scope, nature and magnitude of the works and the requirements of materials and labour involved etc., and as to what all works he has to completed in accordance in the contract document whatever the defects, omissions or error that may be found in contract documents. The contractor shall be deemed to have visited surroundings, to have satisfied himself as to the nature of all existing structures, if any and also as to the nature and the condition of the railways, Roads, Bridges and culverts, means of transport and communication, whether by land , water or air and as to possible interruptions there to and the access and egress from the site, to have made enquiries, examined and satisfied himself as to the site for obtaining sand stones, bricks and other materials, the site for disposal for surplus materials, the available accommodation as to whether required, depots and such other buildings as may be necessary for executing and completing the works, to have made local independent enquiries as to the sub-soil, sub-soil water and variations thereof, storms, prevailing winds, climatic conditions and all other similar matters affecting these works. He is deemed to have acquainted himself as to his liability for payment of government Taxes, Custom duties and other charges, levies etc.

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



It is therefore, expected that should the contractor has any doubt as to the meaning of any portion of the contract DOCUMENT he shall set forth the particulars thereof in writing the owner in duplicate, before signing the contract. The owner will provide such clarification as may be necessary in writing the contractor, such clarification as provide by owner shall from part of contract documents.

No verbal agreement or interference from conversion with any employee of the owner either before, during or after the execution of the contract agreement shall in any way affect or modify any of the terms or obligations herein contained.

Any change layout due to side condition or technological requirement shall be binding on the contractor and no extra claim. On this account shall be entertained.

## 25.0 **SECURITY DEPOSIT:**

25.1 A sum of 10% of the accepted value of the tender or the actual value of work done whichever is applicable due to any additional work or any other reasons shall be deposited by the person/ persons (herein after called the contractor) as security deposit with the owner. This may be deposited initially at two and one half percent (2-1/2 %) of the value of contract (referred as initial security deposit) within 10 days of receipt by him of the notification of acceptance of tender and the balance seven and one half percent (7-1/2%) will be recovered in installments through deduction at the rate of ten percent of the value of each running account bill till the total security deposit amount 10% of value of contract /actual value of work done is collected, after which no further deductions from bills will be made on this account , subject to Clause 25.3 below.

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

Alternatively the contractor may, at his option, deposit the full amount of 10% of the accepted value of the tender towards the security deposit within 10 days of receipt by him of the notification of acceptance of tender.

- 25.2 Contractor can furnish the initial or total security deposit amount (a) in case or (b) Government security or fixed deposit receipt of any schedule "A" Bank of duly endorsed in favour of NRL or (c) through the Bank of guarantee from any schedule "A" Bank in the form prescribed but in favour of NRL Transfer of Government securities should be endorsed by the public debt office of the Reserve Bank of India and enfaced for payment at a treasury office nearest to the place of work. Security deposit, if paid recovered in cash, may be latter on converted at the request of the contractor to either interest bearing Government securities or F.D.R of a schedule "A" Bank duly endorsed in favour of NRL and hypothecated with the owner or may be converted to a Bank guarantee as stated above only after recovery of full 10% security deposit.
- 25.3 If the contractor /sub contractor or their employees shall damage,break deface or destroy any property belonging to the owner or others during the execution of the contract, the same shall be made good by the contractor at his own expense and in default thereof, the Engineer-In-Charge may cause the same to be made good by other agencies and recover expenses from the contractor (for which the certificate of the Engineer-In-Charge shall be final).
- 25.4 All compensation or other sums of money payable by the contractor to the owner under terms of this contract may be deducted from or paid by the encashement or sale of a sufficient part of his security deposit or from any sums which may be due or may become due to the contractor by the owner on any account whatsoever and in the event of his security deposit being reduced by reasons of any such deductions or a sale of said, the aforesaid contractor shall within ten days thereafter make good in cash or Bank drafts or Government Securities endorsed, as aforesaid any sum or sums which may have been deducted from or realized by sale of his security deposit, or any part thereof. No interest shall be payable by the owner for sum deposited as security deposit.

26.0 **TIME FOR PERFORMANCE:**

26.1 **TIME FOR MOBILISATION:**

The work covered by this contract shall be commenced within twenty-one days after the receipt of the LETTER OF ACCEPTANCE OF TENDER and the completed in stage or on or before the dates as mentioned in the time schedule of completion of work. The contractor should bear in mind that time is the essence of this agreement. Request for revision of time schedule after tenders are opened will not receive consideration. The above period of twenty-one days is included within the overall completion schedule, not over and above the completion time to any additional work or any other reasons.

## 26.2 **TIME SCHEDULE OF CONSTRUCTION:**

- 26.2.1 The general time schedule of construction is given in the tender document. Contractor should prepare a detailed weekly or monthly or weekly programmed jointly with the Engineer-In-Charge within one month of receipt of LETTER OF INTENT or ACCEPTANCE of tender. The work shall be executed strictly as per the time schedule given in the contract document which required includes the time required for mobilization, testing, rectification's if any, retesting and completion in all respects in accordance with Contract document to the entire satisfaction of the Engineer-In-Charge.
- 26.2.2 The contractor shall submit a detail PERT net work within the time frame agreed above consisting of adequate number of activities covering various key phases of the work such as design, procurement, manufacturing, shipment and field erection activities within 15 days from the of LETTER OF ACCEPTANCE OF TENDER. This network shall indicate the interface facilities to be provided by the owner and the dates by which such facilities are needed.
- 26.2.3 Contractor shall discuss the network so submitted with the owner and the agreed net work which may be in the form as submitted with the owner or in revised form in line with the out come of discussions shall form part of the contract, to be signed within thirty (30) days from the date of LETTER OF ACCEPTANCE OF TENDER. During the performance of the contract, if in the opinion of the owner proper progress is not maintained suitable change shall be made in the contractors operation to ensure proper progress. If however owner feels that progress is not as per pre agreed progress which

will have re persuasion on timely completion of the contract owner will have liberty either to terminate the contract or impose suitable penalty for delay.

The above PERT network shall be reviewed periodically and report shall be submitted by the Contractor as directed by Owner/EIL.

27.0 **FORCE MAJEURE:**

Any delays in or failure of the performance of either party hereto shall not constitute default hereunder gives rise to any claims for damages, if any to the extent such delays or failure of performance is caused by occurrence of events such as Acts of God or the public enemy expropriation or confiscation of facilities by government authorities, acts of war, rebellion, sabotage of fires, floods, explosions & riots.

28.0 **EXTENSION OF TIME:**

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

29.0 **COMPENSATION FOR DELAY(LIQUIDATED DAMAGES):**

- 29.1 The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor. The work shall throughout the stipulated period of the contract be proceeded with all the diligence (time being deemed to be essence of the contract) and the contractor shall pay to the owner as compensation an amount equal to 1% or such smaller amount as the Engineer-In-Charge (whose decision in writing shall be final), may decide on the amount of the contract value for every week that the work may

remain incomplete as per the time schedule, subject to a maximum compensation of 15% of the contract value after which period action will be taken by the Engineer-In-Charge under the provisions of the contract.

- 29.2 To ensure good progress during the execution of the work, the contractor shall be bound, in all cases in which the time allowed for any work exceed one month, to complete one fifth of the work before one fourth of time allowed under the CONTRACT. In the event of the contractor failing to comply with this condition he shall be liable to pay as compensation at amount as stipulated above. The compensation so paid shall not relieve the contractor from his obligations to complete the work or from any other obligations and liabilities under this contract.

30.0 **SUM PAYABLE BY WAY OF COMPENSATION TO BE CONSIDERED AS REASONABLE COMPENSATION WITHOUT REFERENCE TO ACTUAL LOSS:**

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

31.0 **RIGHTS OF THE OWNER TO FORFEIT SECURITY DEPOSIT:**

Whenever any claim against the contractor for the any payment of a sum of money arises out of or tender the contract, the owner shall be entitled to recover such sum by appropriating in part or whole the security deposit of the contractor. In the event of security deposit being in sufficient or if no security deposit has been taken from the contractor, then the balance or the total sum recoverable, as the case may be shall be deducted from any sum then due or which, at any time there after may become due to the contractor,. The contractor shall pay to the owner on demand any balance remaining due.

32.0 **FAILURE BY THE CONTRACTOR TO COMPLY WITH THE PROVISIONS OF THE CONTRACT :**

32.1 If the contractor refuses or fails to execute the WORK or any part thereof with such diligence as will ensure its completion within the time specified in the contract or extension thereof or fails to perform any of his obligation under the contract or in any manner commits a breach of any of the provisions of the contract, it shall be open to the owner at its option by written notice to the contractor.

- (a) TO DETERMINE THE CONTRACT In which event the contract shall stand terminated and shall cease to be in force and effect on and from the date appointed by the owner on that behalf, where upon the contractor shall stop forthwith any of the contractors work then in progress, except such work as the owner may, in writing require to be done to safeguard any property or work, or installation from damage, and the owner, for its part may take over the work remaining unfinished by the contractor and complete the same through a fresh contractor or by other means, at the risk and cost of the contractor, and the contractor or any of his sureties if any, shall be liable to the owner for any excess cost occasioned by such work having to be so taken over and completed by the owner over and above the cost at rates specified in the schedule of quantities and rate /prices.
- (b) WITHOUT DETERMINE THE CONTRACT to take over the work of the contractor or any part thereof and complete the same through a fresh contractor or by other means at the risk and cost of the contractor. The contractor and any of his sureties are liable to the Owner for any excess cost over and above the cost as worked out in terms of the contract, occasioned by such works having been taken over and completed by owner.

32.2 **IN SUCH EVENTS AND ABOVE:**

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

entitled for any compensation for use or damage to such materials, equipment and plant.

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

32.3 Before determining the contract, provided in the judgement of the owner, the default or defaults committed by the contractor is /are curable and can be cured by the contractor if an opportunity given to hi, then the owner may issue notice in writing calling the contractor to cure the default within such time specified In the notice.

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

32.5 Termination of the contract as provided for in sub clause 32.1 (a) above shall not prejudice or affect the rights of the owner which may have accrued up the date of such termination.

33.0 **CONTRACTOR REMAINS LIABLE TO PAY COMPENSATION IF ACTION NOT TAKEN AFTER CLAUSE 32.0 ENTITLED FAILURE BY CONTRACTOR :**

In any case in which any of the powers conferred upon the owner by clause 32.0 hereof shall have become excisable and the same had not been exercised, the non exercise thereof shall not constitute a waiver of any of the condition hereof and such powers shall be notwithstanding be excisable in the event of any further case of default by the contractor for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit, and the liability of the contractor for past and future COMPENSATION shall remain unaffected. In the event of the owner putting in force the powers under sub clause 32.1, 32.2, 32.3, 32.4 and 32.5 above vested in him under the proceeding clause he may, if he so desires, take possession of all or any tools, and plans, materials and stores in or upon the works or the site. Thereof belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account at the contract prices or in case of these not being applicable at current market prices to be certified by the Engineer-In-Charge whose certificate thereof shall be final, otherwise the Engineer-In-Charge may give notice in writing to the contractor to his clerk of works, foreman or other authorized agencies, requiring him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice). And in the event of the contractor failing to comply with any such requisition, the Engineer-In-Charge may remove them at the contractors expense or sell them by auction or private sale on account of the contractor and at his risk in all respect without any further notice as to the date, time or place of sale and certificate of the Engineer-In-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

#### 34.0 **CHANGE IN CONSTITUTION:**

Where the Contractor is a partnership firm the prior approval, in writing, of the owner shall be obtain before any changes made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern, such approval as aforesaid shall, like wise be obtained before such contractor enters in any agreement with other parties, where under the reconstituted firm would have the right to carry out the work hereby undertaken by the contractor. In either case if prior approval as aforesaid is not obtained, the contract shall be deemed to have been allotted in contravention of clause 40 (I) works hereof and the same action may be Taken and the same consequence shall ensure as provided in the said clause.



**35.0 TERMINATION OF CONTRACT FOR DEATH:**

If the contractor is an individual or a proprietary concern and the individual or the proprietor dies or if the contractor is a partnership concerned and one of the partner dies then unless, the owner is satisfied that the legal representative of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing Contract, he (the owner) is entitled to cancel the CONTRACT for the uncompleted part without being in any way liable for any compensation payment of the estate of the deceased Contract and /or to the surviving partners of the contractors firm on account of the cancellation of the contract. The decision of the owner in such assessment shall be final and binding on the parties.

**36.0 MEMBERS OF THE OWNER NOT INDIVIDUALLY LIABLE:**

No director or official or employee of the OWNER/EIL Engineer shall in any way be personally bound or liable for the acts or obligations of the owner under the Contract or answerable for any default or omission in the observance or performance of any of the acts , matters or things which are herein contained.

**37.0 OWNER NOT BOUND BY PERSONAL REPRESENTATIONS:**

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

**38.0 CONTRACTORS OFFICE AT SITE:**

The contractor shall provide and maintain an office at the site for the accommodation of his agent and staff and such office shall be open at all reasonable hours to receive instructions, notice or other communications. The Contractor at all time shall maintain a site instruction book and compliance of these shall be communicated to the Engineer-In-Charge from time to time and the whole document shall be preserved and handed over after completion of works.

**39.0 CONTRACTORS SUBORDINATE STAFF AND THEIR CONDUCT:**

- 39.1 The contractor, on or after award of the work shall name and depute a qualified Engineer having sufficient experience in carrying out work of similar nature, to whom the equipment's, materials, if any, shall be issued and instructions for works given. The contractor shall also provide to the satisfaction of the Engineer-In-Charge sufficient and qualified staff to superintend the execution of the works, competent sub agent, foreman and leading hands including those specially qualified by previous experience to supervise the types of work comprised in the contract in such manner as will ensure work of the best quality, expeditious working. Whenever the opinion of the Engineer-In-Charge additional properly qualified supervisory staff is considered necessary, the shall be employed by the contractor without additional charge on accounts thereof. The contract shall ensure to the; satisfaction of the Engineer-In-Charge that sub contractors, if any, shall provide competent and efficient supervision, over the work entrusted to them.
- 39.2 If and whenever any of the contractor's or sub contractor's agents, sub-agent's, assistants, foreman, or other employees shall in the opinion of Engineer-In-Charge be guilty of any miss conduct or found indulging in theft or be incompetent or insufficiently qualified or negligent in the performance of their duties or that in the opinion of the owner or the Engineer-In-Charge, it is undesirable for administrative or any other reason for such person or persons to be employed in the works, the contractor, if so directed by the Engineer-In-Charge, shall at once removed such person or persons from employment thereon. Any person or persons so removed from the works shall not again be employed in connection with the works without the written permission of the Engineer In Charge. Any person so removed from the works shall be immediately replaced at the expense of the contractor of a qualified and competent substitute. Should the contractor be requested to repatriate any person removed from the works he shall do so and shall bear all costs in connection therewith.
- 39.3 The contractor shall be responsible for the proper behavior of all staff, foremen, workmen, and others, and shall exercise a proper degree of control over them and in particular and without prejudice to the said generality, the contractor shall be bound to prohibit and prevent any employees from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of land and properties of the neighborhood and in the event of such employee so trespassing, the

contractor shall be responsible therefore and relieve the owner of all consequent claims or action for damages or injury or any other ground whatsoever. The decision of the Engineer-In-Charge upon any matter arising under this clause shall be final. The contractor shall be liable for any liability to owner on account of deployment of contractor staff etc. incident arising out of the execution of contract.

- 39.4 If and when required by the Owner the contractor's personal entering upon the Owner's premises shall be properly identified by badges of a type acceptable to the Owner which must be worn at all times on Owner's premises. Contractor may be required to obtain daily entry passes for his staff/employees from Owner to work within operating areas. These being safety requirements, no relaxations on any account shall be given to the contractor.

40.0 **SUB-LETTING OF WORK:**

- i) No part of the contract nor any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the contractor directly or indirectly to any person, firm or corporation whosoever without prior consent in writing, of the Owner.

ii) **SUB-CONTRACTS FOR TEMPORARY WORKS ETC:**

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

iii) **LIST OF SUB-CONTRACTORS TO BE SUPPLIED:**

At the commencement of survey of every month the contractor shall furnish to the Engineer-In-Charge, list of all sub-contractors or other persons or firms engaged by the contractor and working at the site during the previous month with particulars of the general nature of the sub-contract or work done by them.

iv) **CONTRACTOR'S LIABILITY NOT LIMITED BY SUB-CONTRACTORS:**

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

v) **OWNER MAY DIRECT TO TERMINATE SUB-CONTRACTS:**

If any sub-contractor engaged upon the works at the site execute any works which in the opinion of the Engineer-In-Charge is not in accordance with the contract documents, the owner may by written notice to the contractor ask him to terminate such sub contract and dismiss the sub-contractors and the latter shall forthwith leave the works, failing which the owner shall have the right to remove such sub-contractors from the site.

vi) **NO REMEDY FOR ACTION TAKEN UNDER THIS CLAUSE:**

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

41.0 **POWER OF ENTRY:**

If the contractor shall not commence the work in the manner previously describe in the CONTRACT documents or if he shall at any time in the opinion of the Engineer-In-Charge.

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

- iii) substantially suspend works for a period of fourteen days without authority from the Engineer-In-Charge, or
- iv) fail to carry out and execute the works to the satisfaction of the Engineer-In-Charge, or
- v) fail to supply sufficient or suitable construction plant, temporary works, labour, mate, rails or things, or
- vi) Commit, suffer, or permit any other breach of any other of provisions of the contract on his part to be performed or observed or persist in any of the above mentioned breaches of the contract for fourteen days, after notice in writing shall have been given to the Contractor by the Engineer-In-Charge requiring such breach to be remedied, or
- vii) If the Contractor shall abandon the works or
- viii) If the contractor during the continuance of the contract shall become bankrupt, make any arrangement to composition with his creditors, or permit any execution to be levied or go into liquidation whether compulsory or voluntary (not being merely a voluntary liquidation for the purpose of amalgamation or reconstruction), then in any such case, the owner shall have the power to enter upon the works and take possession thereof and of the materials, temporary work, constructional plant, and stock thereon, and to revoke the contractor's license to use the same, and to complete the works by his agents, other contractors or workmen or to re-let the same upon any terms and to such other person, firm or corporation as the owner in his absolute discretion may think proper to employ and for the purpose aforesaid to use or authorized the use of any materials, temporary work, constructional plant, and stock as aforesaid, without making payment or allowance to the contractor for the said materials other than such as may to be certified in writing by the Engineer-In-Charge to be reasonable, and without making any payment or allowance to the contractor for the use of the temporary said works constructional plant and stock or being liable for any loss or damage thereto, and if the owner shall by reason of his taking possession of the works or of the works or of the works being completed by other contractor (due account being taken of any such extra work or works which may be

omitted) then the amount of such excess as certify by Engineer-In-Charge shall be deducted from any money which may be due for work done by contractor under the Contract and not paid for . Any deficiency shall forthwith may good and paid to the owner by the contractor and the owner shall have the power to sell in such manner and for such prices as he may think fit all or any of the constructional plant, materials etc. constructed by or belonging to the contractor and to recoup and retain the said deficiency or any part thereof out of proceeds of the sale.

**42.0 CONTRACTOR'S RESPONSIBILITY WITH THE MECHANICAL, ELECTRICAL INTERCOMMUNICATION SYSTEM, AIR CONDITIONING CONTRACTORS AND OTHER AGENCIES:**

Without repugnance to any other condition, it shall be the responsibility to the contractor executing the work of civil construction to work in close co operation and coordinate the works with the civil and structural, mechanical, electrical, air conditioning, instrumentation's, insulation, painting Contractors and other agencies or their authorized representatives, in providing the necessary grooves, recess, cuts and opening etc. in wall, slabs, beams and columns etc. and making good ;of the same to the desired finish as per specification, for the replacement of electrical, intercommunication cables, conduits air-conditioning inlets and other out lets grills and equipment's etc., where required. For the above said requirements in the false ceiling and other partitions, the contractor before starting up the works shall in consultation with the electrical, mechanical, intercommunication, air conditioning contractor and other agencies prepare and put up a joint scheme, showing the necessary openings, grooves, recesses, cuts, the method of fixing required for the works of the aforesaid, and the finishes therein, to the Engineer-In-Charge and get the approval. The contractor before finally submitting the scheme to the Engineer-In-Charge, shall have the written agreement of all the other agencies. The Engineer-In-Charge before communicating his approval to the scheme, with any required modifications, shall get the final agreement of the agencies, which shall be binding. No claim shall be entertained on account .of the above.

The contractor shall conform in all respects with provisions of any statutory regulations, ordinances or bye laws of .any local or duly constituted

authorities or public bodies which may be applicable from time to time to the works or any temporary works. The contractor shall keep the owner indemnified against all penalties and liabilities of every kind, arising out of non-adherence to such statutes, ordinances, laws, rules, regulations etc.

**43.0 OTHER AGENCIES AT SITE:**

The Contractor shall have to execute the work in such place and conditions where other agencies will also be engaged for other works. No claim shall be entertained due to work being executed in the above circumstances.

**44.0 NOTICE:**

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

**45.0 RIGHT OF VARIOUS INTERESTS:**

- i) The owner reserves the right to distribute the work between more than one agencies. The contractor shall cooperate and afford other agencies reasonable opportunity for access to the works for the carriage and stores of materials and execution of their works.
- ii) Wherever the work being done by any department of the owner or by other contractors employed by the owner is contingent upon work covered by this CONTRACT, the respective rights of the various interests involved shall be determined by the Engineer-In-Charge to secure the completion of the various portions of the work in general harmony.

**46.0 PATENTS AND ROYALTIES:**

- 46.1 The contractor, if licensed under any patent covering equipment, machinery, materials or compositions of matter to be used or supplied or methods and

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

- 46.2 All charges on account of royalty, tollage, rent, octroi, terminal or sales tax and/or other duties or any other levy on materials obtained for the work or temporary work or part thereof (excluding materials provided by the owner) shall be done by the contractor.
- 46.3 The contractor shall not sell or otherwise dispose of or remove except for the purpose of this contract, the sand, stone, clay, ballast, earth, rock or other substances, or materials obtained from any excavation made for the purpose of the work or any building or produce upon the site at the time of delivery of the possession thereof, but all substance, materials, buildings and produce shall be the property of the owner provided that the contractor may. With the permission of the. Engineer-In-Charge, use the same for the purpose of the. Work by payment of cost .of the same as such as rate may be determined by the. Engineer-In-Charge.
- 46.4 The owner shall indemnify and save harmless the contractor from any loss on account of claims against the contractor for the contributory infringement



of patent right arising out and based upon the claim that the use by the owner of the process included in the designed prepared by the owner and used in the operation of the plant infringes on any patent right. With respect to any sub contract entered into by contractor pursuant to the provisions of the relevant clause hereof. The contractor shall obtain from the sub contractor an undertaking to provide the owner with the same patent protection that contractor is required to provide under the provisions of clause, 46.1

47.0 **LIENS:**

- 47.1 If at any time there should be evidence or any lien or claim for which the Owner might have become liable at which is chargeable to the contractor, the owner shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the owner against such lien or claim and if such lien or claim be valid, the owner may pay and discharge the same and deduct the amount so paid from any money which may be or may become due and payable .to the contractor. If any lien or claim remain unsettled after all payments are made, the contractor shall refund or pay .the owner all money that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses. Owner reserves the right to the same.
- 47.2 The owner shall have lien on all materials, equipment's, including those brought by the contractor for the purpose of erection, testing and commissioning of work.
- 47.3 The final payment shall not become due until the contractor delivers to the Engineer-In-Charge a complete release or waiver of all lien arising or which may arise out of his agreement or receipt in full certification by the contractor in a form approved by Engineer-In-Charge that all invoices for labour, materials, services have been paid in lien thereof and if required by the Engineer-In-Charge in any case an affidavit that so far as the contractor has knowledge or information the releases and receipts include ;all the labour and material for which a lien could be filled.
- 47.4 Contractor will indemnify and hold the owner harmless, for a period of two year after the issue of final Certificate, forms all liens and other encumbrances against the owner on account of debts or claims alleged to be due from the contractor or his sub contractor to any person including sub contractor and on behalf of owner will defend at his own expense, any claim

or litigation in connection therewith. Contractor shall defend or contest at his own expense any fresh claim or litigation brought against, the owner or the contractor by any persons including his sub contractor, till its satisfactory settlement even after the expiry of two years from the date of issue of final Certificate.

**48.0 DELAYS BY OWNER OR HIS AUTHORISED AGENTS:**

- 48.1 In case the Contractor's performance is delayed due to any act or omission on the part of the owner or his authorized agents, then the contractor shall be given due extension of time for the completion of the work, to the extent such omission on the part of the Owner has caused delay in the contractor's performance of his work.
- 48.2 No adjustment in contract price shall be allowed for reasons of such delays and extensions granted, except as provided in tender, where in the owner reserves the right to seek indulgence of contractor to maintain the agreed time schedule of completion. In such an event the contractor shall be obliged to arrange for working by contractor's person for additional time beyond stipulated working hours as also on Sundays and holidays and achieve the completion date interim targets.

**49.0 PAYMENT IF THE CONTRACT IS TERMINATED:**

- 49.1 If the Contract shall be terminated, the contractor shall be paid by the Owner in so far as such amounts or items shall not have already been covered by payments of amounts made to the contractor for the works executed and accepted by Engineer-In-Charge prior to the date of termination .at the rates and prices provided of in the contract and in addition to the following:
- a) The amount payable in respect of any preliminary items, so far as the work or service comprised therein has been carried out or performed and an appropriate portion as certified by Engineer-In-Charge of any such items of the work or service comprised in which has been partially carried out or performed.
  - b) Any other expense which the contractor has expended for performing the works under the contract subject to being duly recommended by

Engineer-In-Charge and approved by owner for payment, based on documentary evidence of his having incurred such expenses.

49.2 The contractor will be further required to transfer the title and provide the following in the manner and as directed by the Owner.

- a) Any and all completed works
- b) Such partially completed works including drawings, information and Contract rights as the contractor has specially performed, produced for the performance of the contractor.

50.0 **NO WAIVER OF RIGHTS:**

Neither the inspection by the owner or any of their officials, employees, or agent nor any order by the owner or EIL for payment of money or any payment for or acceptance of the whole or any part of the work by the owner nor any extension of time, nor any possession taken by owner shall operate as a waiver of any provisions of the contract, of any power herein reserved to the Owner, Or any right to damages herein provided, nor shall any. Waiver of any breach in the contract be hold to be a waiver of any other or subsequent breach.

51.0 **CERTIFICATE NOT TO AFFECT RIGHT OF OWNER AND LIABILITY OF CONTRACTOR:**

No interim payment certificates of the Owner, nor any sum paid on account by the Owner, or any extension of time for execution of the work granted by Owner shall affect or prejudice the rights of the Owner against the contractor or relieve the contractor of his obligations for the due performance of the CONTRACT, or be interpreted as approval of the /works done or of the equipment supplied and no certificate shall create liability for the owner to pay for alterations, amendments, variation or additional works not ordered, in writing, by Owner or discharge the liability of the Contractor for the payment .of damages whether due ascertained, or certified or not or any sum against the /payment .of which he is bound to indemnify the OWNER.

52.0 **LANGUAGE AND MEASURES:**

All documents pertaining to the contract including specification, schedules, Notices, correspondence, Operating, and maintenance, instructions, drawings, or any other writings shall be written in English language. The metric system of measurement shall be used in the contract unless otherwise specified.

53.0 **TRANSFER OF TITLE:**

53.1 The title of Ownership of supplies furnished by the contractor shall not pass on to the Owner for all supplies till the same are finally accepted by the Owner after the successful completion of PERFORMANCE TEST and GUARANTEE TEST and issue of final certificate.

53.2 However the Owner shall have the lien on all such works, performed as soon as any advance or progressive payment is made by the Owner to the contractor and the Contractor shall not subject these works for use other than those intended under this contract.

54.0 **RELEASE OF INFORMATION:**

The contractor shall not communicate or use in advertising, publicity sales releases or in any other medium, photograph, or other reproduction of the work under this CONTRACT or description of the site dimensions, quantity, quality or other information, concerning the work unless prior written permission has been obtained from the Owner.

55.0 **BRAND NAMES:**

The specific reference in the specifications and documents to any material by trade name, make or catalogue number shall be construed as establishing standard or quality and performance and not as limited competition. However tenderer may offer other similar equipment's provided it meets the specified standard design and performance requirements.

56.0 **COMPLETION OF CONTRACT:**

Unless otherwise terminated under the provisions of any other relevant clause, this contract shall be deemed to have been completed at the expiration of the period of liability as provided for under the contract.

57.0        **SPARES:**

- 57.1 The contractor shall furnish to the Owner all spares required for commissioning of the plants, recommendatory and/or mandatory spares, which are required/considered essential by the manufacturer/supplier. The same shall be delivered at SITE-3 (three) month before COMMISSIONING.

Also the Contractor should furnish the manufacturing drawing for fast wearing spares.

- 57.2 The contractor's guarantees the owner that before the manufacturers of the equipment's. Plants and machineries go out of production of spare parts for the equipment furnished and erected by him, he shall give at least twelve (12) months, advance notice to the owner, so that the latter may order his requirement of spares in one lot, if he so desires.

## **SECTION-V**

### **PERFORMANCE OF WORK:**

#### **58.0 EXECUTION OF WORK:**

All the works shall be executed in strict conformity with the provisions of the. Contract documents and with such explanatory detailed drawings, specification and instructions as may be furnished from time to time to the contractor by the Engineer-In-Charge whether mentioned in the contract or and. The contractor shall be responsible for ensuring that works through out are executed in the most substantial, proper and workmanlike manner with the quality material or workmanship in strict accordance with the specification and to the entire satisfaction of the Engineer-In-Charge.

The contractor shall provide all necessary materials, equipment's labour etc. for execution and maintenance of work till completion unless otherwise mentioned in the contract.

#### **59.0 CO-ORDINATION AND INSPECTION OF WORKS:**

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

#### **60.0 ALTERATIONS IN SPECIFICATIONS, DESIGNS AND EXTRA WORKS:**

- 60.1 The work covered under this contract having to be executed by the contractor on a lumpsum firm price/item rate quoted by him, the owner will not accept any proposals for changes in value of contract or extension in time on account of any such changes which may arise to the contractor's

scope of work as a result of detailed Engineering and thereafter during the execution of work. The only exception to this will be a case where the owner requests in writing to the contractor to up grade the specifications or the size of any major pieces of equipment's, plant or machinery beyond what is normally required to meet the scope of work as defined in the contract document.

In such cases a change order will be initiated by the contractor at the appropriate time for the Owner's prior approval giving the full back up data for their review and for final settlement of any impact on price within 30(Thirty) days thereafter.

60.2 The Engineer-In-Charge have power to make any alteration in, omission from, additions to or substitution for, the schedule of rates, the original specifications, drawings, designs and instruction that may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out such altered/extra/new items of works in accordance with any instructions which may be given to him writing signed by the Engineer-In-Charge, and such alteration, omissions, additions, or substitution shall not invalidate the contract and any altered, additional or substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same condition in all respects on which he agreed to do the main work. The time of completion of work may be extended for the part of the particular job of at the discretion of the Engineer-In-Charge, for only such alterations, additions or substitutions of the work, as he may considered as just and reasonable. The rates for such addition, altered or substituted work under this clause shall be worked out in accordance with the following provisions.

I. **FOR ITEM RATE CONTRACT:**

- a) If the rates for the additional, altered or substituted work are specified in the contract for the work, the Contractor is bound to carry out the additional, altered or substituted work at the same rates as; per specified in the contract.
- b) If the rates for additional, altered or substituted work are not specially provided in the contract for the work, the rates will be derived in from the rates for similar class of work as per specified in the contract for the work.

The opinion of the Engineer-In-Charge, as to whether or not the rates can reasonably so derived from the items in this contract will be final and binding on the contractor.

- c) If the rates for the altered, additional or substituted work cannot be determine in the manner specified in sub clause (a) and (b) above, then the contractor shall, within 7 days of the date of receipt of order to carry .out the work, inform the Engineer-In-Charge of the rates which it is his intention to charge for such class of work, supported by the analysis of the rate or rates claimed, and the Engineer-In-Charge shall determine the rate or rates on the basis of the prevailing market rates, labour cost at schedule of labor rates plus 15% Material Components only to cover contractor's supervision, overheads and profit and pay to the contractor accordingly. The opinion of the Engineer-In-Charge as to current market rates of materials and the quantum of labour involved per unit of measurement will be final and binding on the contractor.
- d) Where the items of work will; be execute through nominated specialist agency as approved by the Engineer-In-Charge, then the actual amount paid to such nominated agency supported by the documentary evidence and as certified by Engineer-In-Charge shall be considered plus 10% (Ten percent) to cover all contingencies, overhead, profits to arrive at the rates.
- e) Provision contained in sub clauses (a) to (d) above shall, however, not apply to the following:

Where the value of additions of new items together with the value of alterations, additions/deletions or substitutions is within the range of plus minus ( $\pm$ ) 25% of the Value of Contract. The item rates in the schedule of rates shall hold good for all such variations between the above mentioned limits, in respective of any increase/decrease of the quantities of individual items of schedule of rates.

Where the value of addition of new items together with the value of alterations, additions/deletion/substitution exceed by more than plus minus ( $\pm$ ) 25% of contract value but is within the following limits to the tenderer shall be paid compensation for increase/decrease in the value of wok as followed:



SL.NO.	RANGE OF VARIATION	PERCENTAGE COMPENSATION FOR DECREASE IN THE VALUE OF WORK IN THE RESPECTIVE RANGE.
a)	Beyond (+) 25% upto & inclusive of (+) 50%	No increase or decrease shall be applicable for the schedule of rates (The rates quoted for this increase shall be valid)
b)	Beyond (-) 25% upto & inclusive of (-) 50%	5% (five percent) increase shall be applicable for the difference in value of work between (-) 25% and (-) 50% of the Contract value.
		This will be worked out as follows:  5% of (75% of the awarded value of contract minus actually executed value of contract, inclusive of extra item, if any)

## II. **FOR LUMPSUM CONTRACTS:**

Contract shall, within 7 days of the date of recopy of order to carry out the work, inform the Engineer-In-Charge of the rates which it is his intention to charge for such class of work, supported by analysis of the rate or rates claimed, and the Engineer-In-Charge shall determine the rate or rates on the basis of the prevailing market rates, labour cost at schedule of labour rates plus 15% to cover contractor supervision, overheads and profit and pay the contractor accordingly. The opinion of the Engineer-In-Charge as to current market rates of materials and the quantum of labour involved per unit of measurement will be final and binding of the Contractor.

### 61.0 **WORK ON SUNDAYS AND HOLIDAYS:**

For carrying out of work on Sundays, and holidays, and the contractor will approach the Engineer-In-Charge or his representative at least two days in advance and obtain permission in writing.

“The contractor shall observed all labour laws and other statutory rules and regulation in force. In case of any violation of such laws, rules and regulations, consequence if any including the cost thereto shall be exclusively done by the contractor and owner shall have the no liability whatsoever on this account.”

**62.0 GENERAL CONDITIONS FOR CONSTRUCTION AND ERECTION WORK:**

- 62.1 The working time at the time of work is 48 hours per week. Over timework is permitted in case of need and the owners will not compensate the same. Shift working at 2 or 3 shifts per day will become necessary and the contractor should take this aspect into consideration for formulating his rates for quotation. No extra claim to be entertained by the owner on his account

“For carrying out work beyond working hours the contractor will approach the Engineer-In-Charge or his authorized representative and obtain the prior written permission.”

- 62.2 The Contractor must arrange for the placement of workers in such a way that the delayed completion of the work or any part thereof for any reason whatsoever will not affect their proper employment. The owner will not entertain any claim for idle time payment whatsoever.

- 62.3 The contractor shall submit to the owner reports at regular intervals regarding the state and progress of work. The details and proforma of the report will mutually be agreed after the award of contract.

The contractor shall provide display boards showing progress and labour strength at work site, as directed by the Engineer-In-Charge.

**63.0 DRAWINGS TO BE SUPPLIED BY THE OWNER:**

- 63.1 The drawings accompanying the tender document are indicative of nature of work and issued for tendering purpose only. Purpose of this drawing is to enable the tenderer to make an offer in line with requirements of the owner. However no extra claim whatsoever shall be entertained for any variation in

the “Approved for Construction” and “Tender Drawings” regarding any change /units. Construction shall be as per drawings /specifications issued/approved by the Engineer-In-Charge during the course of execution of work. Detailed construction Drawings on the basis of which actual execution of work is to proceed will be furnished the contractor progressively based on the detailed construction program evolved after the award of work and also based on construction progressed achieved.

63.2 Detailed working drawings on the basis of which actual execution of the works is to proceed, will be furnished from time to time during the progress /of the work. The contractor shall be deemed to have gone through the drawings and bring to the notice of the Engineer-In-Charge discrepancies if any, therein before actually carrying out of the work.

63.3 Copies of all detailed working Drawings relating to the works shall be kept at the contractor’s office on the site and shall be made available to the Engineer-In-Charge at any time during execution of the contract. The drawings and other documents issued by the owner shall be return to the owner on completion of the works.

64.0 **DRAWING TO BE SUPPLIED BY THE CONTRACTOR:**

64.1 The drawings/data which are to be furnished by the contractor are enumerated in the special condition of contract, and shall be furnished within the specified time.

64.2 Where approval /review of drawings before manufacturer/construction/fabrication has been specified, it shall be contractor’s responsibility to have this drawings prepared as per the direction of Engineer-In-Charge and got approved before proceeding with manufacture/construction/fabrication as the case may be. Any change that may have become necessary in this drawing during the execution of the work shall have to be carried out by the contractor to the satisfaction of Engineer-In-Charge at no extra cost. All final drawings shall bear the certification stamp as indicated below duly signed by both the contractor and Engineer-In-Charge.

Certificate true for

\_\_\_\_\_ Project

Agreement No. \_\_\_\_\_

Signed \_\_\_\_\_

(Contractor)

\_\_\_\_\_  
(Engineer-In-Charge)

64.3 The drawings submitted by the contractor shall be reviewed by the Engineer-In-Charge as far as practicable within 3(three) weeks and shall be modified by the contractor if any modifications and/or corrections are required by the Engineer-In-Charge. The contractor shall incorporate such modifications and/or corrections and submit the final drawings for approval. Any delays arising out of failure by the contractor rectify the drawing in good time shall not alter the contract completion time.

64.4 It shall be the responsibility of the contractor to furnish the manufacturer's drawings wherever supply of equipment is in the scope of contractor in order to facilitate the inspection or erection of equipment supplied by them.

64.5 A built drawings showing all corrections, adjustments etc. shall be furnished by the Contractor six copies and one transparent for record purpose of the Owner.

64.6 The Contractor will furnish drawings/manufacturers catalogue operating manual for items manufactured or procured by the contractor in properly bound form. In case the contractor fails to submit these document in time a suitable amount at the desecration of the owner would be with held or recovered from the bills.

65.0 **SETTING OUT WORKS:**

65.1 The Engineer-In-Charge shall furnish the contractor with only the four corners of the works site and a level bench mark and the contractor shall be set out the works and shall provide an efficient staff for the purpose and shall be solely responsible for the accuracy of such setting out.

65.2 The Contractor shall provide, fix and be responsible for the maintenance of all stakes, templates, level marks, profile and other similar things and shall take all necessary precautions to prevent their removal or disturbance and

shall be responsible for the consequence of such removal or disturbance should the same take place and for their efficient and timely reinstatement. The contractor shall also be responsible for the maintenance of all-existing survey marks, boundary marks distance marks and centerline marks, either existing or supplied and fix by the contractor. The work shall be set out to the satisfaction of the Engineer-In-Charge. The approval thereof or joining with the contractor by the Engineer-In-Charge in setting out the work, the work shall /not relieve the contractor of any of his responsibilities

65.3 Before beginning the works the Contractor shall at his own cost, provide all necessary reference and level posts, pegs, bamboo's, flags, ranging rods, string and other materials for proper layout the work in accordance with the scheme for bearing marks acceptable to the Engineer-In-Charge. The center longitudinal or face lines and cross lines shall be marks by means of small masonry pillars. Each pillar shall have distinct mark at the center to enable theodolite to be set over it , No work shall be started unit all these points are checked and approved by the Engineer-In-Charge in writing but such approval shall not relieve the contractor of any of this responsibilities. The contractor shall also provide all labour, materials and other facilities, as necessary, for the proper checking of layout and inspection of the points during Construction.

65.4 Pillars bearing geodetic marks located at the sites of unit of works under construction should be protected and fenced by the Contractor.

65.5 On completion of works, the Contractor must submit the geodetic documents according to which the work was carried out.

66.0 **RESPONSIBILITY FOR LEVEL AND ALIGNMENT:**

66.1 The contractor shall be entirely and exclusively responsible for the horizontal and vertical alignment, the level and correctness of every part of the work and shall rectify effectively any errors or imperfections therein, such rectification shall be carried out by the Contractor, at his own cost, when instructions are issued to that effect by the Engineer-In-Charge.

67.0 **MATERIALS TO BE SUPPLIED BY CONTRACTOR:**

67.1 The CONTRACTOR shall procure and provide the whole of the materials required for the construction including M.S.Rods, Cement and other

building materials, tools, tackles construction plant and equipment for the completion and maintenance of the work except the materials which will be issued by the owner and shall make his own arrangement for procuring such materials and for the transport thereof. The owner may give necessary recommendation to the respective authority if so desired by the contractor but assumes no further responsibility of any nature. The owner will insist on the procurement of the materials, which bear ISI stamp and /or which are supplied by the reputed suppliers.

- 67.2 The Contractor shall properly store all materials either issued to him brought by him to the site to /prevent damages due to rain, wind, direct exposure to sun, etc. as also from theft, pilferage etc. for proper and speedy execution, of his works. The contractor shall maintain sufficient stocks of all materials required by him.
- 67.3 No material /shall be dispatched from the contractor's stores before obtaining the approval, in writing, of Engineer-In-Charge.

**68.0 STORES SUPPLIED BY THE OWNER/SECURITY OF MATERIALS/EQUIPMENTS:**

- 68.1 If the specification of the work provides for the use of any material of special description to be supplied for the owner's stores or it is required that the Contractor shall use certain stores to be provided by the Engineer-In-Charge, such materials and store, and price to be charged therefore as herein after mentioned being so far as practicable for the convenience of the Contractor, but not so as in any way to control the meaning or effect of the contract, the Contractor shall be bound to purchase and shall be supplied such materials and stores as are from time to time required to be used by him for the purpose of the contract only. The sums due from the Contractor for the value of materials supplied by the owner will be recovered from the running account bill on the basis of the actual consumption of materials in the works covered and which the running account bill has been prepared. After the completion of the Work however, the Contractor has to account for the full quantity of materials supplied to him as per relevant clauses in this document.
- 68.2 The value of the stores/ materials as may be supplied to the Contractor by the owner will be debited to the Contractor's account at the rates shown in

the schedule of materials and if they are not entered in the schedule, they will be debited at cost price, which for purpose of the contract shall include the cost of carriage and all other expenses whatsoever such as normal storage supervision charges which shall have been incurred in obtaining the same at the Owners stores. All materials so /supplied to the Contractor shall remain the absolute property of the owner and shall not be removed on any account from the site of the work, and shall be at all times open for inspection to the Engineer-In-Charge. Any such materials remaining unused at the time of the completion or termination of the contract shall be returned to the owners stores or at a place as directed by the Engineer-In-Charge in /perfectly good condition at Contractor's cost.

**69.0 CONDITIONS FOR ISSUE OF MATERIALS:**

- i) Materials specified as to be issued by the Owner will be supplied to the contractor by the Owner from his stores. It shall be responsibility of the Contractor to take delivery of the materials and arrange for its loading, transport and unloading at the SITE of work this own cost. The materials shall be issued between the working hours and as per the rule of the Owner .as framed from time to time.
- ii) The Contractor shall be all incidental charges for the storage and safe custody of materials at site after these have been issued to him.
- iii) Materials specified as to be issued by the owner shall be issued in standard sizes as obtain from the manufacturers.
- iv) The Contractor shall construct suitable Gowdowns at the SITE of work for the storing the materials safe against damage by rain dampness fire, theft etc. He shall also, employ necessary watch and ward establishment for the purpose.
- v) It shall be the duty of the Contractor to inspect the materials supplied to him at the time of taking delivery /and satisfy himself that they are in good condition. After the materials have been delivered by the owner, it shall be the responsibility of the CONTRACTOR to keep them in good condition and if the materials are damaged or lost, at any time, they shall be repaired and / or replaced by him at his own cost according to the instructions of the ENGINEER – IN- CHARGE.

- vi) The OWNER shall not be liable for delay in supply or non-supply of any materials which the OWNER has undertaken to supply where such failure or delay is due to natural calamities, act of enemies, transport and procurement difficulties and any circumstances beyond the control of the OWNER. In no case, the CONTRACTOR shall be entitled to claim any compensation or loss suffered by him on this account.
- vii) It shall be responsibility of the Contractor to arrange in a time all materials required for the work other than those to be supplied by the owner. If, however, in the opinion of the Engineer-In-Charge the execution of the work is likely to be delayed due to the Contractors inability to make arrangement for supply of materials which normally he has to arrange for the Engineer-In-Charge shall have to the right at his own discretion to issue such materials, if available with the Owner or to procure the materials from the market or else where and the contractor will be bound to take such materials at the rates decided by the Engineer-In-Charge . This, however, doesn't in any way absolve the. CONTRACTOR from responsibility of making arrangement for the supply of such materials in part or in full, should such a situation occur nor shall this constitute a reason for .the delay in execution of the work.
- viii) None of the materials supply to the Contractor to be utilized by the Contractor for manufacturing item which can be obtain a supplied from standard manufacturer in finished form.
- ix) The Contractor shall, if desired by the Engineer-In-Charge, be required to execute an Indemnity Bond in the prescribed from the safe custody and accounting of all materials issued by the OWNER.
- x) The Contractor shall furnish to the Engineer-In-Charge sufficiently in advance a statement showing his requirement of the quantities of the materials to be supplied by the Owner and the time when .the same will be required by him for the works, so as to enable the Engineer-In-Charge make to necessary arrangements for procurement and supply of the material.
- xi) Account of the materials issued by the owner shall be maintained by Contractor indicating the daily receipt, consumption and balance in



the hand. This account shall be maintained in a manner prescribed by the Engineer-In-Charge along with all connected papers are. Viz. requisitions, issues, etc and shall be always available for inspection in the Contractors office at SITE.

- xii) The Contractor should see that only the required quantities of materials are got issued. The Contractor shall not be entitled to cartage and incidental charges for returning the surplus materials, if any to the stores wherefrom they were issued or to the place as directed by the Engineer-In-Charge.
- xiii) Materials equipment's (s) supplied by the owner shall not be utilize for any purpose (s) than issued for.

**70.0 MATERIAL PROCURED WITH ASSISTANCE OF OWNER RETURN OF SURPLUS:**

Notwithstanding anything contained to the contrary in or all the clauses of this contract where any materials for the execution of the contract are procured with the assistance of the owner either by issue from Owner stock or purchases made under order or permits or licensed issued by Government., the Contractor shall hold the said materials as trustee for the owner and use such materials economically and solely for the purpose of the contract and not dispose them off without the permission of the owner and return, if required by the Engineer-In-Chare, all surplus or unserviceable materials that may be left with him after the completion of the contract or as it termination for any reason whatsoever on his being paid or credited such price as the Engineer-In-Charge, shall determine having due regard to the condition of materials. The price allowed to the Contractor however shall not exceed the amount charged to him excluding the storage charges, if any .The decision of the Engineer-In-Charge shall be final and conclusive in such matters. In the event of breach of the aforesaid condition, the Contractor shall, In terms of the licenses or permits and/ or criminal breach of trust, be liable to compensate the owner at double rte or any higher rate, in the event of those materials at that time having higher rate or not being available in the market then any other rate to be determine by the Engineer-in-Charge and his decision shall be final and conclusive.

**71.0 MATERIALS OBTAINED FROM DISMANTLING:**

If the Contractor in the course of execution of the work is called upon to dismantle any part for reason other than those stipulated in clause 76 and 80 hereunder the materials obtain in the work of dismantling etc., will be considered as the owners property and will be disposed off to the best advantage of the owner .

**72.0 ARTICLES OF VALUE FOUND:**

All gold, silver and other minerals of any description and all precious stones, coins, treasure relics, antiquities and other similar things which shall be found in, under or upon the SITE, shall be the property of the owner and the contractor shall duly preserve the same to the satisfaction of the Engineer-In-Charge and shall from time to time deliver the same to such person or peson indicated by the OWNER.

**73.0 DESCRIPANCIES BETWEEN INSTRUCTIONS:**

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

**74.0 WORK IN MONSOON AND DEWATERING:**

74.1 The execution of the work may entail working in the monsoon also. The Contractor must maintain a minimum labour force as may be required for the job and plan and execute the construction and erection according to the prescribe schedule. No extra rate will be considered for such work in monsoon.

74.2 During the monsoon and other period, it shall be the responsibility of the Contractor to keep the construction work site free from water at his own cost.

**75.0 ACTION WHERE NO SPECIFICATION IS ISSUED:**

In case of any class of work for which there is no SPECIFICATION supplied by the owner as mention in the tender documents such works shall be carried out in accordance with the Indian Standard Specifications don't cover to the same, the work should be carried out as per standard Engineering practice subject to the approval of the Engineer-In-Charge.

**76.0 INSPECTION OF WORKS:**

- 76.1 The Engineer-In-Charge will have full power and authority to inspect the work at any time wherever in progress either on Site or at the Contractor's premises/workshop wherever situated, premises/workshop of any person, firm for corporation where work in connection with contract ma be in hand or where materials are being or are to be supplied, and the contractor shall afford or procure for the Engineer-In-Charge every facility and assistance carry out such inspection. The CONTRACTOR shall, at all time during the usual workings hours and at all other time at which reasonable notice of the intention of the Engineer-In-Charge or his representative to visit the work shall have been given to the Contractor, either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing, present for the purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the Contractor himself. The Contractor shall give not less than seven days notice in writing to the Engineer-In-Charge before covering up and otherwise placing beyond reach of inspection and measurement of any work in order that the same may be inspected and measured. In the event of breach of above the same shall be uncovered at Contractor's expense for carrying out such measurement or inspection.
- 76.2 No material shall be dispatched from the contractor's stores before obtaining the approval in writing of the Engineer-In-Charge. The Contractor is to provide at all time during the progress of the work and the maintenance period, proper means of access with ladders, gangways etc. and the necessary attendance to move and adopt as directed for inspection or measurements of the work by the Engineer-In-Charge.

**77.0 ASSISTANCE TO THE ENGINEER-IN-CHARGE :**

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

**78.0 TESTS FOR QUALITY OF WORK/QUALITY ASSURANCE:**

- 78.1 All workmanship shall be the respective kinds described in the contract document and in accordance with the instructions of the Engineer-In-Charge and shall be subjected from time to time to such test at Contractor's cost as the Engineer-In-Charge may direct at the place of manufacture or fabrication or on the site or at all or any such places. The Contractor shall provide assistance, instruments, labour and materials as are normally required for examining, measuring and testing any workmanship as may be selected and required by the Engineer-In-Charge
- 78.2 All the tests that will be necessary connection with the execution of the work as decided by the Engineer-In-Charge shall be carried out at the field testing laboratory of the owner by paying the charges as directed by the owner from time to time. In case of non availability of testing facility with the Owner the required test shall be carried out at the cost of contractor at Government or any other testing laboratory as directed by the Engineer-In-Charge.
- 78.3 If any tests are required to be the carried out in conjunction with the work or materials or workmanship not supplied by the contractor, such tests shall be carried out by the Contractor as per instructions of Engineer-In-Charge and cost of such tests shall be reimbursed by the Owner.
- 78.4 Bidder shall include in his offer the quality Assurance program containing the over all quality management and procedures which is required to be adhered on during the execution of contract or after the award of the contract detailed quality assurance program to be followed for the execution of the contract under various divisions of work will be mutually discussed and agreed to.

The Contractor shall establish document and maintain an effective quality assurance system as outlined in recognized codes. Quality assurance System Plans/Procedure of the contractor shall be furnished in the form of a QA manual. This document should cover details of the personnel responsible for the quality assurance, plans or procedures to be followed for quality control

in respect of design, Engineering, Procurement, supply, installation, testing and commissioning. The quality assurance system should indicate organizational approach for quality control and quality assurance of the construction activities, at all stages of workout at site as well as at manufacturer's works and dispatch of materials. The Owner/EIL or their representative reserve the right to inspect/witness, review any or all stages of work at shop/site as deemed necessary for quality assurance.

**79.0 SAMPLES FOR APPROVAL:**

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

**80.0 ACTION AND COMPENSATION IN CASE OF BAD WORK:**

If it shall appear to the Engineer-In-Charge that any work Has been executed with unsound, imperfect or unskilled workmanship, or with materials of inferior description, or that any materials or articles provided by the Contractor for the execution of works are unsound, or of a quality inferior to that contracted for, or otherwise not in accordance with the contract, the Contractor shall on deemed in writing for the Engineer-In-Charge or his authorized representative specifying the work, materials or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid for , forthwith rectify or remove and reconstruct the work so specified and provide other proper and suitable materials or articles at his own cost and in the event of failure to do so within the period specified by the Engineer-In-Charge in his demand aforesaid ., The Contractor shall be liable to pay compensation at the rate of 1%(one percent ) of the estimated cost of the whole work, for every week limited to a maximum of 10%(ten percent) of the value of the whole work , while his failure to do so shall continue in the case of any such failure the Engineer-In-Charge may on expiry of noticed period rectify or remove and re execute the work or removed or replaced with others , the materials or articles complained of to as the case may be at the risk and expense in all respect of the Contractor. The decision of the Engineer-In-Charge as to any question arising under this .clause shall be final and conclusive.

**81.0 SUSPENSION OF WORKS:**

- i) Subject to the provisions of sub par (ii) of this clause, the Contractor shall if ordered in writing by the Engineer-In-Charge, or his representative, temporarily suspend the works or any part thereof for such period and such time and so ordered and shall not after receiving such written order, proceed with the work therein ordered to be suspended until, he shall have, received a written order to proceed therewith. The Contractor, shall not be, entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the work aforesaid. An extension of time for completion, corresponding with the delay caused by any such, Suspension of the works as aforesaid will be grant to the Contractor should be apply for the same provided that the suspension was not consequent to any default or failure in the part of the CONTRACTOR.
- ii) In case of suspensions of entire work, ordered in writing by Engineer-In-Charge for a period of more than three months, the CONTRACTOR shall have the option to terminate the CONTRACT.

**82.0 OWNER MAY DO PART OF WORK:**

Upon failure of the contractor to comply with any instructions given in accordance with the provisions of this contract the owner has the alternative right, instead of assuming charge of entire work, to place additional labour force, tools, equipment's and materials on such parts of the work, as Owner may designate or also engage another contractor to carry out the work, In such cases, the Owner shall deduct from the amount which the otherwise might become due to the Contractor, the cost of such ,work and materials with fifteen percent (15%) added to cover all departmental charges and should the total amount thereof exceed the amount due to the CONTRACTOR , the ,Contractor shall pay the difference to the OWNER.

**83.0 POSSESSION PRIOR TO COMPLETION :**

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

**84.0 TWELVE MONTHS PERIOD OF LIABILITY FROM THE DATE OF ISSUE OF COMPLETION CERTIFICATE:**

The Contractor shall guarantee the installation/work for a period of m12 months from the date of issue of completion certificate. Any damage or defect that may arise or lie undiscovered at the time of issue of completion certificate, connected in any way with the equipment or materials supplied by him or in the workmanship, shall be rectified or replaced by the Contractor at his own expense as deemed necessary by the Engineer-In-Charge or in default, the, Engineer-In-Charge may cause the same to be made good by the other Workmen and deduct expense (of which the certificate of Engineer-In-Charge shall be final) from any sums that may be then or at any time thereafter, become due to the Contractor or from his security deposit or the proceed of sale thereof or a sufficient part thereof.

**84.1 FAILURE TO RECTIFY DEFECTS DURING LIABILITY PERIOD AND VARIATIONS:**

If the Contractor fails to make good the defect noticed during, the liability period, the Owner shall carry out such works and recover the actual cost incurred towards labour, supervision, materials, and consumables or otherwise plus 100%(hundred percent) towards overhead from any pending bill/security deposit of the contractor.

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

**84.2 EXTENDED LIABILITY ON CONTRACT PERFORMANCE GUARANTEE:**

If during the period of liability any, portion of the work/equipment, is found defective and is rectified/replaced, the period of liability or such equipment/portion of work shall be operative from the date of such rectification/ replacement are carried out and contract performance guarantee shall be furnished separately for the extended period of liability for the portion of work/equipment only. Notwithstanding the above provisions the supplier's, guarantees/warrantees for the replaced equipment shall also be passed on to the Owner.

#### 84.3 **CARE OF WORKS:**

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

#### 84.4 **DEFECTS PRIOR TO TAKING OVER:**

If at any time, before the work is taken over, the Engineer-In-Charge shall:

- a) Decide that any work done or materials used by the contractor or by any sub-Contractor is defective or not in accordance with the CONTRACT, or that the works or any portion thereof are defective, or don't fulfill the requirements of contract (all such matter being herein after , called DEFECTs in this clause), and
- b) As soon as reasonably practicable, gives to the Contractor notice in writing of the said decision, specifying particulars of the defect alleged to exist or to have occurred that the Contractor shall at his own expenses and with all speed make good the defect so specified.

In case contractor shall fail to do so , the owner may take , at the cost of the Contractor, such step as may in all circumstances, be reasonable to make good such defects. The expenditure so incurred by the Owner will be recovered from the amount due to the Contractor. The decision of the Engineer-In-Charge with regard to the amount to be recovered from the Contractor will be final and binding on the Contractor. As soon as the work



have been completed in accordance with the contract (except in minor respects that don't affect their use for the purpose for which they are intended and except for maintenance there of provided in clause 84.1 of General Condition of Contract) and have passed the tests on completion, the Engineer-In-Charge shall issue a certificate (hereinafter called completion Certificate) in which he shall certify the date on which the work have been so completed and have passed the said tests and the owner shall be deemed to have taken over the work on the date so certified . If the work have been divided into various groups in the CONTRACT, the OWNER shall be entitled to take over any group or groups before the other or others and there upon the Engineer-In-Charge shall issue a completion certificate which will, however, be for such group or groups so taken over only. In such an event if the group /section /part. so taken over is related to the integrated system of the work , not withstanding date of grant of completion certificate for group/section/part. The period of liability in respect of such group/section/part shall extend 12 (twelve) month from the date of completion of work.

#### 84.5 **DEFECTS AFTER TAKING OVER:**

In order that the CONTRACTOR could obtain a COMPLETION CERTIFICATE he shall make good, with all possible speed, any defect arising from, the defective materials supplied by the CONTRACTOR or workmanship or any act or omission of the CONTRACTOR workmanship or any act or omission of the CONTRACT or that may have been noticed or developed, after the works or groups of the works has been taken over the period allowed for carrying out such work will be normally one month. If any defect be not remedied within a reasonable time, the OWNER may proceed to do the WORK at CONTRATOR'S risk and expense and deduct from the final bill such amount as may be decided by the OWNER.

If by reason of any default on the part of the CONTRACTOR a COMPLETION CERTIFICATE has not been issued in respect of any portion of the work within one month after the date of fixed, by the CONTRACT for the completion of the work , the Owner shall be at liberty to use the work or any portion thereof in respect of within a completion certificate has not been, provided that the work or the portion thereof so used as aforesaid shall be reasonably capable of being used that the CONTRACTOR shall be afforded reasonable opportunity for completing these works for the issue of Completion Certificate.

**85.0 GUARANTEE / TRANSFER OF GUARANTEE:**

For work like water-proofing, acid and alkali resisting materials, pre-construction soil treatment against termite or any other specialized works etc. the CONTACTOR shall invariably engage SUB-CONTRACTORS who are specialists in the field and firms of repute and such a SUB-CONTRACTOR shall furnish guarantees for their workmanship to the Owner, through the Contractor . In case such a SUB-CONTRACTOR /FIRM is not prepared to furnish a guarantee to the OWNER, the Contractor shall give that guarantee to the OWNER directly.

**86.0 TRAINING OF OWNER'S PERSONNEL:**

86.1 The Contractor undertakes to provide training without any cost to Engineering personnel selected and sent by the Owner at the works of the Contractor without any cost to the Owner. The period and the nature of training for the individual personnel shall be agreed upon mutually between the Contractor and the Owner. These Engineering personnel shall be given special training at the shops, where the equipment will be manufactured and/or in their collaborator's works and where possible, in any other plant where equipment manufactured by the CONTRACTOR or his collaborators is under installation or test to enable those personnel to become familiar with the equipment being furnished by the CONTRACTOR. OWNER shall bear only the to and fro fare of the said Engineering personnel

**87.0 REPLACEMENT OF DEFECTIVE PARTS AND MATERIALS :**

87.1 If during the progress of the work, OWNER /EIL shall decide and inform in writing to the Contractor, that the unsound or imperfect or has furnished plant inferior to the quality specified, the Contractor on receiving details of such defects or deficiencies shall at his own expenses within (7) seven days of his receiving the notice, or otherwise within such time as may be reasonably necessary for making it good, proceed to alter, re-construct or remove such work and furnished fresh equipment's up to the standards of the specifications . In case the contractor fails to do so , Owner may on giving the Contractor 7 (seven) days notice in writing of his intentions to do so, proceed to remove the portion of the work so complained of and at the cost

of Contractor perform all such works or furnish all such equipment's provided that nothing in the clause shall be deemed to deprive the owner of or affect any right under the contract, the owner may otherwise have in respect of such defects and deficiencies.

*Contractor, that the unsound or imperfect or has furnished plant inferior to the quality specified, the Contractor on receiving details of such defects or deficiencies shall at his own expenses within (7) seven days of his receiving the notice, or otherwise within such time as may be reasonably necessary for making it good, proceed to alter, re-construct or remove such work and furnished fresh equipment's up to the standards of the specifications . In case the contractor fails to do so , Owner may on giving the Contractor 7 (seven) days notice in writing of his intentions to do so, proceed to remove the portion of the work so complained of and at the cost of Contractor perform all such works or furnish all such equipment's provided that nothing in the clause shall be deemed to deprive the owner of or affect any right under the contract, the owner may otherwise have in respect of such defects and deficiencies.*

- 87.2 The Contractors full and extreme liability under his clause shall be satisfied by the payments to the OWNER of the extra cost .of such replacements procured including erection/installation as provided for in the contract, such extra cause being the ascertained difference between the price paid by the Owner for the such replacements and the contract price portion for such defective plants and repayments of any sum paid by the owner to the Contractor in respect of such defective plant. Should the Owner not so replace the defective plant the Contractors extreme liability under this clause shall be limited to the repayment of all such sums paid by the Owner under the contract for such defective plant.

#### 88.0 **DEFENCE OF SUITS:**

If any action in any court is brought against the Owner and consultant or an officer an agent of the Owner , for the failure , omission or neglect on the part of the Contractor to perform any acts , matters, convenience or things under the contract, or damaged or injury caused by the alleged omission or negligence on the part of the Contractor, his agents, representatives or his sub-Contractors, or in connection with any claimed based on lawful demands of sub-contractors workmen suppliers or employees , the .Contractor , shall in such cases indemnify and keep the Owner, and

consultant and / or their representatives fully indemnified and hold harmless from all losses, damages, expenses decrees arising out of such action .

**89.0 CONSTRUCTION AIDS, EQUIPMENT'S, TOOLS & TACKLES:**

- 89.1 Contractor shall be solely responsible for making available for executing the work, all requisite CONSTRUCTION EQUIPMENT'S, Special aids, barges, cranes and the like, all tools, trackless and testing EQUIPMENT'S and appliance, including imports of such equipment's etc. as required In case of import of the same the rates Applicable for levying of custom duty on such Equipment, Tools, & Tackles and the duty drawback applicable there on shall be ascertained by the Contractor from the concerned authorities of Government of India. It shall be clearly understood that owner shall not in any way be responsible for arranging to obtain custom clearance and/or payment of any duties. and /or duty draw backs etc. for such equipment's so imported by the Contractor and the Contractor shall be fully responsible for all taxes, duties and documentation with regard to the same . Tendeer, in his own interest may contract, for any clarifications in the matter, the office of chief Controller or imports and exports, Ministry of Commerce, Govt. of India Udyog Bhawan, Maolana Azad Road, New Delhi-110001. All clarification so obtained and interpretations thereof shall be solely the responsibility of the CONTRACTOR.

## **SECTION -VI**

### **CERTIFICATES AND PAYMENTS**

#### **90.0 SCHEDULE OF RATES AND PAYMENTS:**

##### **i) CONTRACTOR'S REMUNERATION:**

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

##### **ii) SCHEDULE OF RATES TO BE INCLUSIVE:**

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

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

iii) **SCHEDULE OF RATES TO COVER CONSTRUCTION EQUIPMENT'S, MATERIALS, LABOUR ETC.**

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

iv) **SCHEDULE OF RATES TO COVER ROYALTIES, RENTS, AND CLAIMS:**

The schedule of rates (i.e. CONTRACT price) shall be deemed to include and cover the cost of all royalties and fees for the articles and processes, protected by letters, patent or otherwise in corporate in or used in connection with the works, also all royalties, rents and other payment in connection with obtaining materials of whatsoever kind for the works and shall include an in demnity to the Owner which the Contractor hereby gives against all actions, proceedings, claims, damages, costs and expenses arising from the incorporation in or used on the works of any such articles , processes or materials,. Octoroi or other municipal or local Board Charges, if levied on materials, equipment or machinery's to be brought to site for use on works shall be borne by the Contractor

v) **SCHEDULE OF RATES TO COVER TAXES AND DUTIES:**

No exemption or reduction of customs duties, excise duties, sales tax on works contract quay or any port dues, transport charges, stamp duties or central or state Government or Local Body or Municipal Taxes or duties, taxes or charges (from or of any other body), whatsoever, either prevailing as on date and/or as may be levied in future will be granted or obtain, all of which expenses shall be deemed to be included in and covered by the schedule of rates. The Contractor shall also obtain and pay for all permits or other privileges necessary to complete the work.

vi) **SCHEDULE OF RATES TO COVER RISKS OF DELAY:**

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

vii) **SCHEDULE OF RATES CANNOT BE ALTERED:**

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

For lumpsums Contracts, the payment will be made according to the work actually carried out , for which purpose an items wise , or work wise schedule of rates shall be furnished suitable for evaluating the value of work done and preparing running account bill .

91.0 **PROCEDURE FOR MEASUREMENT AND BILLING OF WORK IN PROGRESS:**

91.1 **BILLING PROCEDURE:**

Following procedures shall be adopted for billing of works executed by the Contractor.

91.1.1 All measurements shall be recorded in Quadruplicate on standard measurement sheets/ books supplied by the owner and submitted to EIL for scrutiny and passing.

91.1.2 Consultant shall scrutinise check the measurements recorded on the sheets/ books and shall certify correctness of the same on the measurement sheets/books

The Contractor will be allowed to prepare and submit the bills in a month in following manner.

Only one payment in month would be released either or measured or of unmeasured.

In exceptional cases more than one payment can be released provided the terms of the contract so envisage.

Alternate bill must be a measured bill

Measured bill, as certified by Engineer-In-Charge after recovering the amount paid towards

Unmeasured

Bill/SD/MA/SA and other recoveries as per provision of the contract agreement.

91.1.3 Consultant shall pass on the bills after carry out the comprehensive checks in accordance with the terms and conditions of the contract, to the Owner.

91.1.4 Measurements shall be recorded as per the methods of measurement spelt out in specifications/Contract document. Consultant shall be fully responsible for checking the measurements quantitatively as recorded in the measurement Books/Bills.

91.1.5. While preparing the final bills overall measurements will not be taken again. Only volume of work executed since the last measured bill alongwith



summary of final measurements will be considered for the final bill. However, a detailed check shall be made as to missing items, or measurements the same shall; be recorded.

**91.2 SECURED ADVANCE ON MATERIALS:**

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

**91.3 DISPUTE IN MODE OF MEASUREMENT:**

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

**91.4 ROUNDING OF AMOUNTS:**

In calculating the amount of each item to the Contractor in every certificate prepared for payment, sum of less than 50 paise shall be omitted and the total amount on each certificate shall be round off to the nearest rupees, i e. Sum of less than 50 paise shall be omitted and sum of 50 paise and more upto one rupee shall be reckoned as one rupee.

**92.0 LUMP-SUMS IN TENDER:**

For the item in tender where it includes lump-sum in respect of parts of work, the Contractor shall be entitled to payment in respect of the items at the same rates as repayable under this contract for such items, or if the part

of the work in question is not, in the opinion of the Engineer-In-Charge capable of measurement or determination, the Owner may at his discretion pay the lump-sum amount entered in the tender or a percentage thereof and the certificate in writing of the Engineer-In-Charge shall be final and conclusive against the Contractor with regard to any sum or sums payable to him under the provision of this clause.

**93.0 RUNNING ACCOUNT PAYMENTS TO BE REGARDED AS ADVANCES:**

All running accounts payment shall be regarded as payments by way, of advance against the final payment only and not payments for work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away are reconstructed or re-erected or be considered as an admission of the due performance of the Contract, or any part thereof, in his respect, or of the accruing of any claim by the Contractor, nor shall it conclude, determine or affect in anyway the powers of the Owner under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or affect the Contract . The final bill shall be submitted by the Contractor within one month of the date of physical completion of the work, otherwise, the Engineer-In-Charges certificate of the measurement and of total amount payable for the work accordingly shall be final and binding on all parties.

**94.0 NOTICE OF CLAIMS FOR ADDITIONAL PAYMENTS:**

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

94.1(b) The Contractors agrees, and undertakes, that if the claims are not raised within the said period of 10 days as above mentioned, then he shall be stopped and debarred from raising such claims latter on in arbitration proceeding or before any Court of Law. Such claims if presented before arbitrator shall be deemed to be rejected by the Arbitrator and shall be liable to be summarily dismissed forth with.

94.2 Owner shall review such claims within a reasonable period of time and cause to discharge these in a manner considered appropriate after due deliberations thereon. However, Contractor shall be obliged to carry on with the work during the period in which his claims are under consideration by the Owner, irrespective of the outcome of such claims.

Where additional payments for works considered extra are justifiable in accordance with the Contract provisions, Owner shall arrange to release the same in the same manner as for normal work payments. Such of extra works so admitted by Owner shall be governed by all the terms, conditions, stipulations and specifications as are applicable for the contract. The rates for extra work shall generally be the unit rates provided for in the Contract. In the event unit rates for extra works so executed are not available as per Contract, payments may either be released on day work basis for which daily/hourly rates for workmen and hourly rates for equipment rental shall apply, or on the unit rate for work executed shall be derived by interpolation of unit rates already existing in the Contract. In all the matters pertaining to applicability rate and admittance or otherwise of an extra work claim of Contractor the decision of Engineer-In-Charge shall be final and binding.

95.0 **PAYMENT OF CONTRACTOR'S BILL:**

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

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

All payments shall be made in Indian currency.

**96.0 RECEIPT FOR PAYMENT:**

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

**97.0 COMPLETION CERTIFICATE:**

**97.1 APPLICATION FOR COMPLETION CERTIFICATE:**

When the fulfills his obligations under 84.4 he shall be eligible to apply for COMPLETION CERTIFICATE,. The Contractor may apply for separate completion certificate in respect of each such portion of the work by submitting the completion document along with such application for COMPLETION CERTIFICATE,

The Engineer-In-Charge shall normally issue to the Contractor the COMPLETION CERTIFICATE within one month after receiving an application therefor from the Contractor after verifying from the completion documents and satisfying himself that the work has been complete in accordance with and as set out in the construction and extension drawings and the Contractor Documents.

The Contractor after obtaining the COMPLETION CERTIFICATE is eligible to present the final bill for the work executed by him under the terms of CONTRACT.

**97.2 COMPLETION CERTIFICATE:**

Within one month of the completion of the work in all respects, the CONTRACTOR shall be furnished with a certificate by the Engineer-in-Charge of such completion, but no completion certificate shall be given nor shall the work be deemed to have been executed until all the scaffolding, surplus materials and rubbish is cleared off the site completely nor until the work shall have been measured by the Engineer-In-Charge, whose measurement shall be binding and conclusive. The work will not be considered as complete and taken over by the Engineer-in-Charge, until all the TEMPORARY WORK, labour and staff colonies etc. Constructed are removed and work site cleared to the satisfaction of the Engineer-In-Charge.

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

**97.3 COMPLETION CERTIFICATE DOCUMENTS:**

For the purpose of clause 97.0 the following documents will be deemed to form the completion documents.

- i) The technical documents according to which the work was carried out .
- ii) Six sets of construction drawings showing therein the modification and correction made during the course of execution duly signed by the Engineer-In-Charge.
- iii) Completion certificates for the “embedded:” and covered up works.
- iv) Certificate of final levels as set out for various works.
- v) Certificate of tests performed for various works.

- vi) Materials appropriation Statement for the materials issue by OWNER for the work and list of surplus materials returned to Owner's stores duly supported by necessary documents.

98.0 **FINAL DECISION AND FINAL CERTIFICATE:**

Upon the expiration of the period of the ability and such subject of the Engineer-In-Charge being satisfied the work has been duly maintained by the Contractor during the monsoon or such period as here in before provided in clause 84.1 and that the Contractor has in all respects duly made up any subsidence and performed all his obligations under the contract, the Engineer-In-Charge shall (without prejudice to the rights of the Owner to retain the provisions of relevant clause thereof) otherwise give a certificate herein refereed to as the FINAL CERTIFICATE to that efficient on the Contractor shall be not considered to have fulfill the whole of his obligations under the contract until FINAL CERTIFICATE shall have given by the Engineer-In-Charge notwithstanding any previous entry upon the work taking procession, working or using of the same or any part thereof by the OWNER.

99.0 **CERTIFICATE AND PAYMENTS NO EVIDENCE OF COMPLETION:**

Except final certificates or payment against a certificate or on general account shall be taken to be an admission by the Owner on due performance of the contract or any part thereof or of occupancy or validity of any claim by the contractor.

100.0 **DEDUCTIONS FROM THE CONTRACT PRICE:**

All costs, damages or expenses which Owner may have paid or incurred, which under the provision of the contract, the contractor is liable, will be claimed by the Owner. All such claims be billed by the Owner to the Contractor regularly as and when they fall due. Such bills shall be supported by appropriate and certified vouchers or explanations to enable the contractor to properly identify such claims. Such claims shall be paid by the contractor within 15 (fifteen) days of the receipt of the corresponding bills and if not paid by the Contractor within the said period, the owner may then deduct the amount for many moneys due or becoming due to the contractor

under the contract or maybe recovered by actions of law or otherwise, if the contractor fails to satisfy the Owner of such claims.

## **SECTION –VII TAXES AND INSURANCE**

### **101.0 TAXES DUTIES, OCTROLETC:**

101.1 The Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all taxes , duties, including,excise duty , Octoris etc. now or hereafter imposed, increased or modified , and all the sales taxes, duties , octoris etc. now in force and hereafter increased, imposed, or modified, from time to time in respect of works and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter impose by any Central or State Government authorise which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the person employed by the Contractor and the contractor shall be responsible for the compliance with all obligations and restrictions imposed by the Labour Law or any other law affecting employer-employee relationship and the contractor further agrees to comply , and to secure the compliance of all sub-contractors , with all applicable Central, State, Municipal and local law and regulation and requirement of any Central, State or local Government agency or authority .Contractor futher agrees to defend, indemnify and hold OWNER harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reasons of any violation by the Contractor or Sub-Contractor of such law, regulations or requirements and also from all claims, suits for proceedings that may be brought against the OWNER arising under, growing out of , or by reason of the work provided for by this CONTRACT, by third parties, or by Central or State Government authority or any administrative sub-division thereof.

Tax deducting will be made as per the rules and regulation and force, in accordance with acts prevailing from time to time.

### **102.0 SALES TAX/TURN OVER TAX:**

Tenderer should quote all inclusive prices including the liability of Sales Tax/ Turn Over Tax whether on the works contracts a whole or in the respect of brought out components used by the Contractor in execution of the Contract. Owner shall not be responsible for any such liability of the contractor in respect of this contract.



**103.0 EXCISE DUTY (ON WORKS CONTRACT ONLY):**

Excise duty on items fabricated at site, if applicable at a latter that will be paid by OWNER at actual s, on production of documentary evidence(s).

Tendered should quote prices inclusive of excise duty applicable on furnished product. However, in variations in excise duty of finished product shall be , to the Owners account and contractor will furnish documentary evidence(s) in support of their claims to Owner.

**104.0 INSURANCE:**

**104.1 GENERAL:**

Contractor shall at his own expense arrange secure and maintain insurance with reputable insurance companies to the satisfaction of the owner as follows:

Contractor at his cost shall arrange secure and maintain insurance as may be necessary and to its full value for all such amount to protect the works in progress from time to time and the interest of owner against all as detailed herein. The form and the limit of such insurance, s defined here in together with the under works thereof in each case should be as acceptable to the Owner. However, irrespective of work acceptance the responsibility to maintain adequate insurance coverage at all times during the period, of contract shall be that of Contractor alone. Contractor failure in this regard shall not relieve him of any of his responsibilities and obligations under contract.

Any loss or damage to the equipment, during ocean transportation, port /custom clearance, in land and port handling, inland transportation, storage, erection and commissioning till such time the work is taken over by OWNER, shall be to the account of CONTRACTOR.

Statutory clearances, if any, in respect of foreign supply required for the purpose of replacement of equipment lost in transit and /or during erection, shall be made available by the Owner.

CONTRACTOR as far as possible shall cover insurance with Indian Insurance Companies, including marine Insurance during ocean transportation.

i) **EMPLOYEES STATE INSURANCE ACT:**

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

The Contractor agrees to fill in with the Employee's State Insurance Corporation, the declaration Forms, and all forms which may be required in respect of the Contractor's or Sub Contractor's employees, who are employed in the work provided for or those covered by ESI from time to time under the agreement.

The Contractor shall deduct and secure the agreement of the sub-Contractor to deduct the employee's contribution as per the first schedule of the Employees State Insurance Act from wages and affix the employees contribution Card at wages payment intervals. The Contractor shall remit and secure the agreement of the sub-contractor to remit to the State bank of India, Employees State Insurance Corporation Account, the Employees contribution as required by the act. The contractor agrees to maintain all cards and records as required under the Act in respect of employees and payments and the contractor shall secure the agreement of the sub-Contractor to maintain such records. Any expenses incurred for the contributions, making contribution or maintaining records shall be to the Contractor's or Sub-Contractor's account.

Owner shall retain such sum as may be necessary from the total VALUE OF CONTRACT until the Contractor shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948, have been paid. This will be pending on the CONTRACTOR when the ESI Act is extended to the place of work.

ii) **WORKSMEN'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:**

Insurance shall be effected for all the Contractor's employees engaged in the performance of this Contract. If any of the work is sublet, the Contractor shall require the Sub-Contractor to provide workman's compensation and employer's liability insurance for the latter's employees if such employees are not covered under the Contractor's Insurance.

iii) **ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATIONS OR BY OWNER:**

Contractor shall also carry or maintain any and all other insurance (s), which he may be required under any law or regulation from time to time without any extra cost to OWNER. He shall also carry and maintain any other which may be required by the OWNER.

iv) **ACCIDENT OR INJURY TO WORKMEN:**

Owner shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the Employment in the CONTRACTOR or any sub Contractor save and except an accident or injury resulting from any act or default of the owner, his agents or servants and the Contractor shall indemnify and keep indemnified the owner against all such damages and compensation (save and except and aforesaid) and against all claims, demands, proceeding, costs, charges and expenses, whatsoever in respect or in relation thereto.

v) **TRANSIT INSURANCE:**

In respect of all items to be transported by the Contractor to the site of work, the costs of transit insurance should be borne by the Contractor and the quoted price shall be inclusive of this cost.

105.0 **DAMAGE TO PROPERTY OR ANY PERSON OR ANY THIRD PARTY:**

- i) Contractor shall be responsible for making good to the satisfaction of the owner any loss or any damage to structures and properties belonging to the OWNER or being executed or procured or being procured by the OWNER or of other agencies with in the premises of all the work of the OWNER, if

such loss or damage is due to fault and/or the negligence or willful acts or omission of the Contractor, his employees, agents, representatives or SUB-CONTRACTORS.

- ii) The Contractor shall take sufficient care in moving his plants, equipment's and materials from one place to another so that they don't cause any damage to any person or to the property of the owner or any third party including overhead and underground cables and in the event of any damage resulting to the property of the OWNER or of a third party during the movement of the aforesaid plant, equipment or materials the cost of such damages including eventual loss of production, operation or services in any plant or establishment as estimated by the OWNER or ascertained or demanded by the third party shall be borne by the CONTRACTOR. Third party liability risk shall be Rupees Two Lakh for single accident and limited to Rupees Ten Lakhs.
- iii) The Contractor shall indemnify and keep the OWNER harmless of all claims for damage to property other than the OWNER's property arising under or by reason of this agreement, if such claims result from the fault and /or negligence or with full acts or omission of the Contractor, his employees, agents, representative of SUB-CONTRACTOR.
- iv) The agency should consider within his quoted rates, the third party liability insurance.

**DAMAGE TO PROPERTY:**

- i) CONTRACTOR shall be responsible for making good to the satisfaction of the OWNER any loss or any damage to structures and properties belonging to the OWNER or being executed or procured or being procured by the OWNER or of other agencies with in the premises of all the work of the OWNER, if such loss or damage is due to fault and /or the negligence or willful acts or omission of the Contractor, his employees, agents, representatives or Sub-Contractor.
- ii) Contractor shall indemnify and keep the OWNER harmless of all claims for damage to property other then the OWNER's property arising under or by reason of this Contract, if such claims result from the fault and /or negligence or willful acts or omission of the CONTRACTOR, his employees, agents, representative of Sub-Contractors.

## SECTION- VIII

### LABOUR LAWS AND ARBITRATION

#### 106.0 **LABOUR LAWS:**

- i) No labour below the age of 18 (eighteen) years shall be employed on the work.
- ii) The Contractor shall not pay less than what is provided under law to laborers engaged by him on the work.
- iii) The Contractor shall at his expense comply with all labour laws and keep the OWNER indemnified respect thereof.
- iv) The Contractor shall pay equal wages for men and women in accordance with applicable labour laws.
- v) If the Contractor is covered under the Contractor labour (Regulation and Abolition) Act, he shall obtain a license from a licensing authority ( i.e. office of the labour commissioner) by the payment of necessary prescribed fee and the deposit, if any, before starting the work under the Contract. Such fee deposit shall be borne by the Contractor
- v) (a) Contractors labour shall no privity with owner nor any Employer-Employee relationship with the OWNER nor shall Owner be constructed as principal employer vis-à-vis such Contractor's Labour for whom the principal Employer for purpose of contract Labour (Abolition & Regulation) Act be the contractor.
- vi) The contractor shall employ labour in sufficient numbers directly or through Sub-Contractors to maintain the required rate for progress and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the Engineer-In-Charge.
- vii) The Contractor shall furnish the Engineer-In-Charge the distribution return of the number and description, by trades of the workpeople employed on the works. The contractor shall also submit on the 4Th and 19Th of every month to the Engineer-In-Charge a true statement showing in respect of the second half of the preceding month and the

1<sup>st</sup> half of the current month (1) the accident that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 or rules made there under and the amount paid to them.

- viii) The Contractor shall comply with the provisions of the payment of Wages Act 1936, Minimum Wages Act 1948, Employers Liability Act 1938, Workmen's compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour regulation and abolition Act 1970, Employment of children Act 1938 or any modifications thereof or any other law relating thereto and rules made there under from time to time.
- ix) The Engineer-In-Charge shall on a report having been made by an Inspecting officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non fulfillment of the conditions the Contract for benefit of workers nonpayment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non observance of the said regulations
- x) The Contractor shall indemnify the Owner against any payments to be made under and for the observance of the provisions of the aforesaid Acts without prejudice to his right to obtain indemnity from his Sub-Contractors. In the event of the Contractor committing a default or breach of any of the provisions of the aforesaid Acts as amended from time to time, of furnishing any information or submitting or filling and Form/Register/Slip under the provisions of these Acts which is materially incorrect then on the report of inspecting Officers, the Contractor shall without prejudice to any other liability pay to the Owner a sum not exceeding RS.50.00 as liquidated damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the Engineer-In-Charge and in the event of the Contractor's default continuing in this respect, the liquidated damages may be enhanced to RS.50.00 per day for each day of default subject to a maximum of one percent of this estimated

cost of the Works put to tender. The Engineer-In-Charge shall deduct such amount from bills or security deposit of the Contractor and credit the same to the Welfare Fund constituted under these Acts. The decision of the Engineer-In-Charge in this respect shall be final and binding.

**107.0 IMPLEMENTATION OF APPRENTICES ACT,1961 / PROVIDENT FUND ACT:**

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

107.2 The Contractor should strictly comply with the provisions of the Employees provident Fund Act.

It is to be noted that the subject contract would be awarded only to those agencies who have fulfilled the following requirements:

- a) Obtained License under Labour (Abolition and Regulation) Act 1970 and submitted to EIL
- b) P.F. Registration number allotted to them by RPFC and submitted to EIL.
- c) The agencies should promptly deposit PF. Deduction of the eligible contract employees plus the employers' contribution to the R.P.F.C. For this purpose agency must submit a certificate in their bill that PF amount has been deducted from the eligible employees and alongwith employers' contribution has been deposited with R.P.F.C. In support of this, the agency must furnish the challan/receipt for the payment to R.P.F.C for the earlier months.
- d) If the certificate and the challan/receipt referred to in clause 107.2 (c) above are not furnished, the Finance and Accounts deptt of NRL will deduct 16% (sixteen percent) of the amount of the Contractor's bill

and retain it as deposits may only be refunded to the Contractor on production of the Chalan/Receipt.

**108.0 CONTRACTOR TO INDEMNIFY THE OWNER:**

- i) The Contractor shall indemnify the Owner and every member office and employee of the Owner, also the Engineer-In-Charge and his staff against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of or in connection with the matters referred to in clause 105.0 and elsewhere and all actions, proceedings, claims, demands, costs and expenses which may be made against the OWNER for or in respect of or arising out of any failure by the CONTRACTOR in the performance of his obligations under the Contract Documents. The Owner shall not be liable for or in respect of any demand or compensation payable by law in respect or in consequence of any accident or injury to any workmen or other person. In the employment of the Contractor or his Sub-Contractor the Contractor shall indemnify and keep indemnified the Owner against all such damages and compensations and against all claims, damages, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

**ii) PAYMENT OF CLAIMS AND DAMAGES:**

Should the OWNER have to pay any money in respect of such claims or demands as aforesaid the amount so paid and the costs incurred by the OWNER shall be charged to and paid by the CONTRACTOR and the Contractor shall not be at liberty to dispute or question the right of the OWNER to make such payments notwithstanding the same may have been made without the consent or authority or in law or otherwise to the contrary.

- iii) In every case in which by virtue of provisions of Section 12, Sub-section (i) of workmen's compensation Act, 1923 or other applicable provision of Workmen Compensation Act or any other Act, the OWNER is obliged to pay compensation to a workman employed by the Contractor in execution of the work, the OWNER will recover from the Contractor the amount of the compensation so paid, and without prejudice to the rights of Owner under section 12 subsection 2 of the said Act, OWNER shall be at liberty to recover such amount or



any part thereof by deducting it from the security deposit or from any sum due to the Contractor whether under this Contractor otherwise. The Owner shall not be bound to contest any claim made under section 12, Sub-Section (i ) of the said Act , except on the written request of the Contractor and upon his giving to the OWNER full security for all costs for which the Owner might become liable in consequence of contesting such claim.

**109.0 HEALTH AND SANTARY ARRANGEMENTS FOR WORKERS:**

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

The Contractor shall provide in the labour colony all amenities such as electricity, water and other sanitary and health arrangements. The Contractor shall also provide necessary surface transportation to the place of work and back to the colony for their personnel accommodated in the labour colony.

**110.0 ARBITRATION: clause 110.1 has been modified . Please refer to Annexure-7 for the same.**

110.1 All disputes of difference whatsoever which shall at any time arise between the parties hereto touching or concerning the works or the execution or maintenance thereof of this contract or the rights touching or concerning the works or the execution effect thereof or to be rights or liabilities or the construction meaning operation or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after completion of the Contract or whether before or after determination, foreclosure or breach of the contract ( other than those in respect of which the decision of any person is by the contract express to be final and binding) shall be endeavor to be amicably settled by the parties in the following manner:

- a) At the first instance by the Engineer-In-Charge.
- b) At the second instance by the chief Executive of NRL and

- c) In case party is not satisfied matter will be referred to Indian Council of Arbitration(ICA) with the following arbitration clause:

“All disputes or deference whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this Contract or the breach thereof shall be settle by arbitration in accordance with the rules of arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties”

**110.2 FOR THE SETTLEMENT OF DISPUTES BETWEEN GOVERNMENT DEPARTMENT AND ANOTHER AND ONE GOVERNMENT DEPARTMENT AND PUBLIC ENTERPRISE AND ONE PUBLIC ENTERPRISE AND ANOTHER THE ARBITRATION SHALL BE AS FOLLOWS:**

“ In the event of any dispute or difference between the parties hereto, such dispute or difference shall be resolved amicably by mutual consultation or through the good offices of empowered agencies of the Government. If such resolution is not possible, then, the unresolved dispute or difference shall be referred to arbitration of an arbitrator to be nominated by secretary, department of Legal Affairs (Law Secretary) in terms of the office Memorandum No. 55/3/1/75-CF,. Dated of 19Th December1975 issued by the Cabinet Secretariat (Department of Cabinet Affairs), as modified from the time to time. The Arbitration Act 1940 (10 of 1940) shall not be applicable to the arbitration under this clause. The award of the Arbitration shall be binding upon parties to the dispute. Provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award, to Law Secretary whose decision shall bind the parties finally and conclusively.

**111.0 JURISDICTION: Clause 111 has been modified . please refer to para (h) of Annexure –7 for the same.**

The Contract shall be governed by and construed according to the laws in force in India. The Contractor hereby submits to the jurisdiction of the situated at Guwahati for the purpose of disputes, actions and proceedings arising out of the Contract and the courts at Guwahati only will have the jurisdiction to hear and decide such disputes, action and proceedings.

## **SECTION-IX**

### **SAFETY CODE**

#### **112.0 GENERAL:**

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

#### **112.1 FIRST AID AND INDUSTRIAL INJURIES:**

- i) CONTRACTOR shall maintain first aid facilities for its employees and those of its SUB-CONTRACTOR.
- ii) CONTRACTOR shall make outside arrangement for ambulance service and for the treatment of industrial injuries. Names of those providing these services shall be furnished to OWNER prior to start of construction and their telephone numbers shall be prominently posted in CONTRACTOR'S field office.
- iii) All critical industrial injuries shall be reported promptly to owner, and a copy of CONTRACTOR'S report covering each personal injury requiring the attention of a physician shall be furnished to the OWNER.

#### **113.0 SAFETY REGULATIONS:**

- i) In respect of all labour, directly or indirectly employed in the work for the performance of Contractor's part of this agreement, the Contractor shall at his own expense arrange for all the safety provisions as per safety codes of C.P.W.D. Indian Standards Institution, The Electricity Act, The Mines Act and such other acts as applicable.
- ii) The Contractor shall observe and abide by all fire and safety regulations of the OWNER, Before starting construction work CONTRACTOR shall consult with OWNER's safety Engineers or

Engineer-In-Charge and must make good to the satisfaction of the OWNER any loss or damage due to fire to any portion of the work done or to be done under this agreement or to any of the OWNER's existing property.

**114.0 GENERALS RULES:**

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

**115.0 CONTRACTOR'S BARRICADES:**

- i) CONTRACTOR shall erect and maintain barricades required in connection with his operation to guard or protect
  - a) Excavations.
  - b) Hoisting Areas.
  - c) Areas adjudged hazardous by CONTRACTOR's or OWNER's inspections.
  - d) OWNER's existing property subjected to damage by CONTRACTOR's operations.
  - e) Rail road unloading spots
- ii) CONTRACTOR's employees and those of his SUB-CONTRACTOR's shall become acquainted with Owner's barricading practice and shall respect the provisions thereof.
- iii) Barricades and hazardous areas adjacent to but not located in normal routes of travel shall be marked by red flasher lanterns at nights.

**116.0 SCAFFOLDING:**

- i) Suitable scaffoldings should be provided for workmen for all works that cannot safely be done from the ground or from solid construction except such short period work as can be done safely from the ladders.

When a ladder is used and extra Majdoor shall be engaged for holding the ladder and if the ladder is used for carrying material as well, suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1 in 4 (1 horizontal 4 vertical)

- ii) Scaffolding or staging more than 4 meters above the ground or floor, swing suspended from and overhead support or erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise retarded at least one meter high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
- iii) Working platform, gangways and stairways should be so constructed that they should not sag unduly or un equally and if the height of the platform of the gangway or the stairway is more than 4 meters above ground-level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as describe in (ii) above.
- iv) Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one meter.
- v) Safe-means of access shall be provided to all working platforms and other working places, every ladder shall be securely fixed. No portable single ladder shall be over 9 meters in length in while the width between side rails in rung ladder shall no case be less than 30 cms for ladder upto and including 3 meters in length. For longer ladder this width should be increased atleast 5mm for each additional foot of length. Uniform steps spacing shall not exceeding 30cms. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or place to cause danger or inconvenience to any person of public. The CONTRACTOR shall also provide all necessary fencing and light to protect the workers and staff from accidents and shall be

bound to bear the expenses of defense to every suit, action or other proceeding of law that may be brought by any person for injury sustained owing to neglect of the above precautions and pay any damages and costs which may be awarded in any such suit or action or proceeding to any such person or which may with the consent of the CONTRACTOR be paid to compromise any claim by any such person.

#### **117.0 EXCAVATION AND TRENCHING:**

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

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

#### **118.0 DEMOLITION/GENERAL SAFETY:**

- i) Before any demolition worked is commenced and also during the progress of the demolishing work.
- a) All roads and open areas adjacent to the work sites shall either be closed or suitably protected.
- b) No electric cables or apparatus which is liable to be a source of danger shall remain electrically charged.
- c) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

- ii) All necessary personal safety equipment as considered adequate by the Engineer-In-Charge should be kept available for the use of the persons employed on the site and maintained in condition suitable for immediate use, and the contractor shall take adequate steps to ensure proper use of equipment by those concerned.
- a) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective gloves.
- b) Those engaged in white washing and mixing or stacking of cement bags or any materials which are injurious to the eyes shall be provided with protective goggles
- c) Those engaged in welding and cutting works shall be provided with protective face and eye-shields, hand gloves etc.
- d) Stone breakers shall be provided with protective goggles and protective clothing, and seated at sufficiently safe intervals.
- e) When workers are employed in sewers and manholes, which are in use, the CONTRACTOR shall ensure that the manhole covers are opened and are ventilated atleast for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provide with warning signals or board to prevent accident to the public.
- f) The Contractor shall not employ men below the age of 18 years and women on the work on painting with products containing lead in any form. Wherever men above the age of 18 years are employed on the work of lead painting, the following precautions should be taken.
  - 1) No paint containing lead or lead product shall be used except in the form of paste or readymade paint.
  - 2) Suitable face masks should be supplied for used by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.

- 3) Overalls shall be supplied by the CONTRACTOR to the workmen and adequate facilities shall be provided to enable the working painters to wash them during and on cessation of WORK.
- iii) When the work is done near any place where there is a risks of drawing, all necessary safety equipment's should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provisions should made for prompt first aid treatment of all injuries likely to be sustained during the course of the WORK.
- iv) Use of hoisting machines and tackles including their attachments, anchorage and supports shall confirm to the following standards or conditions:
  - a) These shall be of good mechanical construction, should materials and adequate strength and free from patent defect and shall be kept in good working order.
  - b) Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength and free from patent defects.
  - c) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding, which or give signal to the operation for.
  - d) In case of every hoisting machine and of every chain ring hook, shackle, swivel., and pulley block used in hoisting or lowering or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gears referred to above shall be plainly marked with the safe working load of the conditions under which it is applicable which shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be load beyond safe working load except for the purpose of testing.



- e) In case of departmental machine, the safe working load shall be notified by the ENGINEER-IN-CHARGE. As regards CONTRACTOR'S machines, the CONTRACTOR shall notify the safe working load of the machine to the ENGINEER-IN-CHARGE whenever he brings any machinery to SITE of work and get it verified by the ENGINEER-IN-CHARGE.
- v) Motors, gears, transmission lines, electric wiring and other dangerous parts of hoisting appliances should be provided with the efficient safeguards. Hoisting appliances should be provided with such means as to reduce to minimum the accidental descent of the load, adequate precautions should be taken to reduce the minimum risk of any part or parts of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energised, insulating mats, wearing apparel, such as gloves, sleeves, and boots as may be necessary should be provided. The workers shall not wear any rings, watches and carry keys or other materials, which are good conductors of electricity.
- v) All scaffolds ladders and other safety devices mentioned or described herein shall be maintained in safe conditions and no scaffolds, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
- vii) These safety provisions should be brought to the notice of all concerned by displaying on a notice board at a prominent place at the work-spot, the person responsible for compliance of the safety code shall be named therein by the CONTRACTOR.
- viii) To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the CONTRACTOR shall be open to inspection by the Welfare Officer, ENGINEER-IN-CHARGE or safety Engineer of the Administration or their representatives.
- ix) Notwithstanding the above clauses there is nothing in these to exempt the CONTRACTOR for the operation of any other Act or rules in force in the Republic of India. The WORK though out including any temporary WORKS shall be carried out in such a manner as not to interfere in any way whatsoever with the traffic on any roads or

footpaths at the site or in the vicinity thereto or any existing works whether the property of the Administration or of a third party.

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

**119.0 CARE IN HANDLING INFLAMMABLE GAS:**

The Contractor has to ensure all precautionary measures and exercise utmost care in handling the inflammable gas cylinder/inflammable liquids/paints etc. as required under the law and/or as advised by the fire authorities of the OWNER.

**120.0 TEMPORARY COMBUSTIBLE STRUCTURES:**

Temporary combustible structures will not be built near or around work site.

**121.0 PRECAUTIONS AGAINST FIRE:**

The CONTRACTOR will have to provide fire Extinguishers/Fire Buckets and drums at work site as recommended by ENGINEER-IN-CHARGE. They will have to ensure all precautionary measures and exercise utmost care in handling the inflammable gas cylinders/inflammable liquid/ paints etc. as advised by the ENGINEER-IN-CHARGE. Temporary combustible structures will not be built near or around the work site.

**122.0 EXPLOSIVES:**

Explosives shall not be stored or used on the works or on the site by the CONTRACTOR for without the permission of the ENGINEER-IN – CHARGE in writing and then only in the manner and to the extent to which such permission is given. When explosives are required for the works they will be stored in a special magazine to be provided at the cost of the CONTRACTOR in accordance with the Explosives Rules. The CONTRACTOR shall obtain the necessary license for the storage and the use of explosives and all operation in which or for which explosives are employed shall be at sole risk and responsibility of the CONTRACTOR and the CONTRACTOR shall indemnify the OWNER against any loss or damage resulting directly or in directly therefrom.

**123.0 MINES ACT:**

123.1 Safety code the CONTRACTOR shall at his own expense arrange for the safety provisions as required by the ENGINEER-IN-CHARGE in respect of all labour directly employed for performance of the works and shall provide all facilities in connection therewith. In case the CONTRACTOR fails to make arrangements and provide necessary facilities as aforesaid, the ENGINEER-IN-CHARGE shall be entitled to do so and recover the costs thereof from the CONTRACTOR.

123.2 Failure to comply with safety Code or the provisions relating to report on accidents and to grant of maternity benefits to female workers shall make the CONTRACTOR liable to pay company liquidated damages an amount not exceeding RS. 50/- for each default or materially incorrect Statement. The decision of the Engineer-in-charge in such matters based on reports from the Inspecting Officer or representative of ENGINEER-IN-CHARGE shall be final and binding and deduction for recovery of such liquidated damages may be made from any amount payable to the CONTRACTOR from all provisions of Mines Act, 1952 or any statutory modifications or re-enactment thereof the time being in force and any Rules & Regulation made thereunder in respect of all the persons employed by him under this CONTRACT and shall indemnify the OWNER from and against any claim under the Mines Act or the rules and regulations frame thereunder by or on behalf of any persons employed by him or otherwise.

**124.0 PRESERVATION OF PLACES:**

The CONTRACTOR shall take requisite precautions and use at his best endeavors to prevent any riotous or unlawful behavior by or amongst his workmen and others employed on the works and for the preservation of peace and protection of the inhabitants and Security of property the neighborhood of the work. In the event of the OWNER requiring the maintenance of a special police force at or in the vicinity of the site during the tenture of works, the expenses thereof shall be borne by the CONTRACTOR and if paid by the OWNER shall be recoverable from the CONTRACTOR.

**125.0 OUT BREAK OF INFECTIOUS DISEASES:**

The CONTRACTOR shall remove from his camp such labour and their families as refuse protective inoculation and vaccination when called upon to do so by the ENGINEER-IN-CHARGE's Representative. Should Cholera, Plague or other infectious diseases break out the CONTRACTOR shall burn the huts, bedding, clothes and other belongings used by the infected parties and promptly erect new huts on healthy sites as required by the ENGINEER-IN-CHARGE failing which within the time specified in the Engineer's requisition, the work may be done by the OWNER and the cost thereof recovered from the CONTRACTOR.

**126.0 USE OF INTOXICANTS:**

The unauthorised sale of spirits or other intoxicating beverages upon the work in any of the buildings, encampments or tenements owned, occupied by or within the control of the CONTRACTOR or any of his employee is forbidden on the CONTRACTOR shall exercise his influence and authority to the utmost extent to secure strict compliance with this condition.

## ANNEXURE - I

**PROFORMA OF AGREEMENT**  
(ON NON – JUDICIAL PAPER OF APPROPRIATE VALUE)

CONTRACT AGREEMENT FOR THE WORK OF \_\_\_\_\_

\_\_\_\_\_ DTD \_\_\_\_\_ 200...(Two Thousand.....)  
Between \_\_\_\_\_ in the town of \_\_\_\_\_, hereinafter called the "CONTRACTOR" (which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part and the Numaligarh Refinery Limited hereinafter called the "OWNER" (which term shall, unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part.

**WHEREAS**

- A. The OWNER being desirous of having provided and executed certain works mentioned, enumerated or referred to in the tender documents including Letter Inviting Tender General Tender Notice, General Conditions of CONTRACT, Special Conditions of CONTRACT, Specifications, Drawings, Plans, Time Schedule of Completion of Jobs, Schedule of Rates, Agreed Variations, other documents has called for Tender.
- B. The CONTRACTOR has inspected the site and surroundings of the works specified in the tender documents and has satisfied himself by careful examination before submitting his tender as to the nature of surface, strata, soil, sub - soil and ground, the form and nature of site and local conditions, the quantities, nature and magnitude of the work, the availability of labour and materials necessary for the execution of work, the means of access to site, the supply of power and water there to and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and things referred to, or implied in the tender documents or having any connection therewith, and has considered the nature and extent of all probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the work to be carried out under the contract, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the work and which might have influenced him in making his tender.
- C. The tender documents including the notice letter, inviting tender, General Conditions of CONTRACT, Special Conditions of CONTRACT, Schedule of Rates, General obligation, Specifications, Drawings, Plans, Time schedule of completion of jobs, Letter of Acceptance of tender and any statement of agreed variations with its enclosures copies of which are hereto annexed form part of this CONTRACT though separately set out herein and are included in the expression " CONTRACT" wherever herein used.

AND WHEREAS

The OWNER accepted the Tender of the CONTRACTOR for the provision and the execution of the said work at the rates stated in the Schedule of Quantities of work and finally approved by OWNER (hereinafter called the " Schedule of Rates") upon the terms and subjects to the conditions of CONTRACT.

NOW THIS AGREEMENT WITNESSETH & IT IS HEREBY AGREED AND DECLARED AS FOLLOWS :

1. In consideration of the payment to be made to the CONTRACTOR for the work to be executed by him, the CONTRACTOR hereby covenants with the OWNER that, the CONTRACTOR shall and will duly provide, execute and complete the said works and shall do and perform all other acts and things in the CONTRACT mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said works and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the CONTRACT.
2. In consideration of the due provision execution and completion of the said works, the OWNER does hereby agree with the CONTRACTOR that the OWNER will pay to the CONTRACTOR the respective amounts for the work actually done by him and approved by the OWNER at the Schedule of Rates and such other sum payable to the CONTRACTOR under provision of CONTRACT, such payment to be made at such time in such manner as provided for in the CONTRACT.

AND

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

It is specifically and distinctly understood and agreed between the OWNER and the CONTRACTOR that the CONTRACTOR shall have no right, title or interest in the site made available by the OWNER for execution of the works or in the building, structures or works executed on the said site by the CONTRACTOR or in the goods, articles, materials, etc. brought on the said site (unless the same specifically belongs to the CONTRACTOR) and the CONTRACTOR shall not have or deemed to have any lien whatever charge for unpaid bills will not be entitled to assume or retain possession or control of the site or structures and the OWNER shall have an absolute and unfettered right to take full possession of site and to remove the CONTRACTOR, their servants, agents and materials belonging to the CONTRACTOR and lying on the site.

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

The materials including sand, gravel, stone loose earth, rock, etc. dug up or excavated from the said site shall, unless otherwise expressly agreed under this CONTRACT, exclusively belong to the OWNER and the CONTRACTOR shall have no right to claim over the same and such excavation and materials should be disposed off on account of the OWNER according to the instruction in writing issued from time to time by the ENGINEER-IN-CHARGE.

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

Signed and Delivered for and on behalf  
of OWNER Numaligarh Refinery Ltd.

Signed and Delivered for and on  
behalf of CONTRACTORS.

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_  
Place \_\_\_\_\_

Date \_\_\_\_\_  
Place \_\_\_\_\_

IN PRESENCE OF TWO WITNESSES

1.

2.

## ANNEXURE-II

### **PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT** **(To be stamped in accordance with the stamp Act)**

Ref.....

Bank Guarantee No.....

To,

Numaligarh Refinery Ltd.  
Tarun Nagar, 4 Th Road,  
Guwahati 781005

Dear Sir (s)

In accordance with letter inviting Tender under reference  
No.....M/S.....  
.....having their Registered / Head office  
at.....(hereinafter called the Tenderer)  
wish to participate in the side tender  
for.....

As an irrevocable bank Guarantee against Earnest Money Deposit for an amount of  
.....is required to be submitted by the Tenderer as a condition precedent for  
participation in the said Tender which amount is liable to be forfeited on the happening of any  
contingencies mentioned in the Tender Document.

We, the.....Bank at .....

Having our Head office.....

(Local Address) guarantees and undertakes to pay immediately on demand by Numaligarh  
Refinery Ltd. The

amount.....Without any reservation, protest, demur and  
recourse. Any such demand made by Numaligarh Refinery Ltd. shall be conclusive and binding  
on us irrespective of any dispute or difference raised by the Tendered.

This guarantee shall be irrevocable and shall remain valid up  
to.....

(this date should be 180 days after the date finally set out for closing of tender) If any further  
extension of this guarantee is required, the same shall be extended to such required period on  
receiving instructions from M/S.....on  
whose behalf this guarantee is issued.

In witness where of the Bank, through its authorized officer, has set its hand stamp on  
this.....Day of.....19.....at.....



WITNESS:

(SIGNATURE NAME)

(SIGNATURE NAME)

Designation with Bank Stamp  
Attorney as per

(OFFICIAL ADDRESS)

Power of Attorney No.....  
Date.....

\*\*\*\*\*

**ANNEXURE-III**

**PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT**  
(ON NON – JUDICIAL PAPER OF APPROPRIATE VALUE)

To

Numaligarh Refinery Ltd.  
Lotus Tower, GS Road, Ganeshguri  
Guwahati –781005

Dear Sirs:

M/s ..... Have taken tender for the work of ...  
..... for Numaligarh Refinery Limited, Lotus Tower, GS Road, Ghy-5.

The tender conditions of contract provide that the Contractor shall pay a sum of Rs..... (Rupees ..... ) as initial/full security Deposit in the form there in mentioned. The form of payment of security deposit includes guarantee executed by Nationalized Schedule 'A' Bank, undertaking full responsibility to indemnify Numaligarh Refinery Ltd. in case of default.

The said ..... has approached us and at their request and in consideration of the premises we having our office at ..... have agreed to give such guarantee as hereinafter mentioned.

1. We hereby undertake and agree with you that if default shall be made by M/s..... in performing any of the terms and condition of the tender or in payment of any money payable to Numaligarh Refinery Ltd. We shall on demand pay to you in such manner as you direct the said amount of Rupees ..... only or such portion thereof not exceeding the said sum as you from time to time require.
2. You will have the full liberty without reference to us and without affecting this guarantee postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said ..... and to enforce or to forebear from endorsing any powers or rights or by reason of time being given to said ..... which under law relating to the sureties would but for provision have the effect of releasing us.

3. Your right to recover the said sum of Rs. .... (Rupees ..... ) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s ..... and /or that any dispute or disputes are pending before any officer, tribunal or court.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said, but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. Our liability under this guarantee is restricted to (Rupees. ....). Our guarantee shall remain in force until ..... unless a suit or action to enforce a claim under Guarantee is filled against us within six months from ..... (Which is date of expiry of guarantee) all your rights under the said guarantee shall be forfeited and we shall be relived and discharged from all liabilities thereunder.
6. We have power to issue this guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do under the power of Attorney dated ..... granted to him by the Bank.

Yours faithfully,

\_\_\_\_\_  
By its Constituted Attorney

Signature of a person duly  
Authorized to sign on behalf  
Of the Bank.

## ANNEXURE-IV

**GUARANTEE AGAINST ADVANCE PAYMENT**

This deed of guarantee made this ..... day of ..... between ..... and wherever the context so required includes its successors and assignees hereinafter called "**the surety**" and **Numaligarh Refinery Ltd.** an existing company within the companies Act 1956, having its Registered office at Lotus Tower, Ganesguri, Guwahati- 781005 and wherever the context so required includes its successors and assignees, herein after called "**the Owner**".

Whereas M/s ..... a company registered under the companies Act of 1956 having its registered office at ..... (wherever applicable) and wherever the context so requires includes its successors and assignees, hereinafter called "**The Contractor**" has undertaken to ..... on the terms and conditions mentioned in the

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

OR/AND

(b) Agreement No ..... dated ..... Referred to as "the said contract".

And whereas the Owner has agreed to make an advance of Rs..... (Rupees ..... ) being .....% value of the contract on ..... as provided in the contract as the said advance to the contractor carrying no interest.

AND WHEREAS the contractor has agreed with the owner authorizing him to deduct the said advance under the terms of the said contract from the amount that becomes due and payable to contractor as per the terms and conditions described under the clause "Terms and Conditions of payment" of the contract on proper execution of the contract.

Now this deed witness that in consideration of the said advance or any balance thereof made by the owner to the contractor, the surety hereby GUARANIEES the payment of the said advance by the contractor, and undertakes to pay the owner on demand the said sum of RS. .... subject to the following condition.

- (a) "Surety hereby gives an irrevocable guarantee and declares that its liability under this bond shall extend to the payment of the whole of amount viz. RS. .... paid as advance as provided for the contract as the said advance."
- (b) This Guarantee shall remain in force and effect so long as the said advance of any part thereof remains outstanding and shall expire and become ineffectual only after the

recovery of the entire sum of Rs. .... covered by the Guarantee and upon intimation thereof being given by the owner to the surety in which event, the surety shall be discharged by the owner.

- (c) The surety shall not be discharged or released from the guarantee by any arrangement made between the owner and the contractor with or without the consent of the surety or by any alternation in the obligation of the parties or by any indulgence, forbearance, whether as to payment, time performance of otherwise.
- (d) The Guarantee shall come into force from the date contractor receives from the owner the said advance.
- (e) Notwithstanding anything stated above, the liability of the surety under the guarantee is restricted to Rs. .... (Rupees. ....) and this guarantee will remain in force up to in the first instance. Further unless a claim or Demand is made against the Surety within six months from the date of expiry of this guarantee viz. .... all rights of the owner under this guarantee shall be forfeited and the surety shall be released and discharged from all liability hereunder unless this guarantee shall have been previously extended. However if the contract for which this guarantee is given is not completed or fully performed, the surety (Bank) hereby agrees to further extend the Guarantee till such time as is required to fulfil the contract.

**ANNEXURE-V****INDENTURE FOR SECURED ADVANCES**

THIS INDENTURE made the..... day of.....199 between.....(hereinafter called the contractor which expression shall where the context so admits or implies be deemed to include his executors, administrator and the assignees) of one part and Numaligarh Refinery Ltd, (hereinafter called the Numaligarh Refinery Limited which expression shall where the context so admits or implies be deemed to include its successors in office and assignees) of other part.

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

NOW THIS INDENTURE WITNESS that in pursuance of the said agreement and in consideration of amounts aggregating to the sum of Rs.....(Rupees.....only) on or after the execution of these presents paid to the Numaligarh Refinery Limited. (The receipt where of the Contractor hereby acknowledge) contractor both hereby covenant and agreewith the Numaligarh Refinery Limited and declare as follows:

1. That the said sum aggregating.....(Rupees.....only) so advanced by the Numaligarh Refinery Limited to Contractor as aforesaid shall be employed by the Contractor in or towards expediting the execution of the said works and for no other purpose whatsoever.
2. That the materials detailed in the said Running Account Bills which have been offered to and accepted by the Numaligarh Refinery Limited as Security are absolutely the Contractor's own property, and free from encumbrances of any kinds and the contractor hereby agrees to indemnify the Numaligarh Refinery Limited against all claims to any materials in respect of which an advance has been made to him as aforesaid.
3. That the materials detailed in the said Running Account Bills (hereinafter called the said materials) shall be used by the Contractor solely for the execution of the said works in accordance with the directions of the Engineer-in-charge and in terms of the said agreement.

4. That the contractor shall make at his own cost all necessary and adequate arrangements for the proper watch, safe custody and protection against all risk of the said materials and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractors custody and on his own responsibility and shall at all times be open to inspection by the event of the said materials or any part thereof being stolen, destroyed or damaged the contractor will forthwith replace the same with other materials of like quality or repair and make good the same as required by the Engineer- in –charge.
5. That the said materials shall not on any account be removed from the site of the said works except with the written permission of the Engineer- in –charge or an officer authorised by him on that behalf.
6. That the advanced shall be repayable in full when or before the Contractor receives payment from the Numaligarh Refinery Ltd. of the price payable of him or the said works under the terms and the provision of the said agreement provided that if any intermediate payments are made to the contractor on account of work done then the occasion of each such payments the Numaligarh Refinery Ltd. will be at liberty to make recovery from the contractors bill for such payment by deducting there from the value of the said materials then actually used in the conclusion and in respect of which recovery has not been made previously the value for this purpose being determined in respect of each description of materials at the rates at which the amounts of the advances made under these presents were calculated.
7. That if the contractor shall at any time make any default in the performance or observance in any of the terms and provision of the said agreement the total amount of the advance or advances that may still be owing in the Numaligarh Refinery Ltd. together with the interest thereon at eighteen(18) percent per annum from the date or respective dates of such advance or advances to the dates of repayment will with all costs, charges, damages and expenses incurred by the Numaligarh Refinery Ltd. in the recovery thereof the security or otherwise by reason of the default of the contractor hereby covenants and agrees with the Numaligarh Refinery Ltd. to repay and pay the same respectively to him accordingly.
8. That the contractor hereby gives charge of all the said materials for the repayment to the Numaligarh Refinery Ltd. of the said sum aggregating to Rs.....(Rupees..... only) and all costs, charges, damages and expenses payable under these presents PROVIDED ALWAYS AND it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the powers contained therein if and when ever the money owing shall not be paid in accordance herewith, the Numaligarh Refinery Ltd. may at any time thereafter adopt all or any of the following courses as it may deem best.
  - a) Seize and utilise the said materials or any part thereof in the completion of the said works on behalf of the contractor in accordance with the provision in that behalf contained in the said agreement debiting the contractor with the actual

cost of effecting such completion and the amount due in respect of advances under these presents and crediting the contractor with the value of work done as if he had carried it out in accordance with the said agreement and the rates thereby provided. If the balance is against the Contractor he is to pay the same to Numaligarh Refinery Ltd. on demand.

- b) Remove and sell by the public auction the seized materials or any part thereof and out of the money arising from the sales retain all the sums aforesaid repayable to the Numaligarh Refinery Ltd. under these presents and pay over the surplus (if any) to the contractor.
  - c) Deduct all or any part of the money owing out of the security deposits or any due sum to the Contractor under the said agreement.
9. That in event of any conflict between the provisions of these presents and the said agreement the provisions of the said agreement shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been herein before expressly provided for, the same shall be referred to arbitration as provided in the said agreement.

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

Signed, scaled and delivered  
By the said Contractor in the  
Presence of

Signature :

Name :

Address :

Witness:

Signed by the order and direction  
Of the Numaligarh Refinery Ltd  
In the presence of

Signature :

Name :



Witness:

Address :

## ANNEXURE-VI

TO,

M/s Numaligarh Refinery Limited,  
4<sup>th</sup> Road, Tarun Nagar,  
Guwahati- 781005.

Sub : COMPOSITE BANK GUARANTEE FOR  
ADVANCE AND SECURITY DEPOSIT.

THIS UNDERTAKING made this ..... day of ..... by ..... (herein after called the “Bank” which expression shall include its successors and assigns) in favour in NUMALIGARH REFINERY LTD. 4 th ROAD, TARUN NAGAR, GUWAHATI – 781005, ASSAM (herein after called the “OWNER” which expression shall include its successors and assigns).

WHEREAS NUMALIGARH REFINERY LIMITED a Govt. of India Enterprise, ..... , 4 th Road, Tarun Nagar, Guwahati – 781005, Assam (hereinafter called the “OWNER” which expression shall include its/ his/ their successors and assigns / executors, administrators, representatives and assigns) has been awarded in contract in terms, inter-alia, of the Owner’s letter of Work order Number ..... Dtd .....for executing the (job) ..... for ..... at a total value of Rs ..... To M/S ..... (herein after called the “Said Contract” which expression shall include any formal contract entered into subsequence thereto or in suppression thereof and all modifications to an amendments in the said contract):

AND WHEREAS the Owner agreed to advanced the Contractor a .....(Rupees ..... only) for utilization for the performance of the work covered by the said contract (Hereinafter referred to as the “said advance” which expression shall include any and all further advance made by the Owner to the Contractor with reference to the said contract) on production of an undertaking from a Bank in respect of the said advance shall without prejudice to any other mode of recovery available to the Corporation be recoverable by deduction from the gross accepted value of the Running Account Bills and Final Bill of the Contractor Commencing with the First Running Account Bill.

AND WHEREAS the Contractor is also required to furnish an undertaking from a Bank in lieu of deposit of 10 % of the value of the Contract towards security deposit (hereinafter referred to as the “Security Deposit”) valid till the end of the defect liability period as specified in the said contract.

AND WHEREAS the Owner has agreed to accept the single undertaking from a Bank to cover both the said advance and the Security Deposit in the name & style of “Composite Bank guarantee”.

NOW, THEREFORE, in consideration of premises a foregoing and at the request of the Contractor, the Bank hereby irrevocably and unconditionally undertakes to pay to the owner at Guwahati forthwith on first demand without protest or demur or proof or condition any and all amounts demanded by the owner in writing from the Bank with reference to this undertaking up to an aggregate limit of Rs. .... (Rupees ..... only).

**And the bank doth hereby further agree as follows :-**

- I. The owner shall have the fullest liberty without reference to the Bank and without affecting in any way the liability of the Bank under this undertaking, at any time and / or from time to time to anywise vary the said contract and / or any of the terms and conditions thereof the said advance and / or to extend time for performance of the said contract and /or payment of the said advance in whole or part or to postpone for any time and /or from time to time any of the said obligations of the contractor and either to enforce or for bear from enforcing any of the terms and conditions of or governing the said contract and / or the said Advance, or the securities, if any, or any of them available to the Owner and the bank shall not be released from its liability under this presents and the liability of the Bank shall remain in full force and effect with notwithstanding any exercise by the Owner of the liberty with reference to any or all the matters aforesaid or by reason of time being given to the contractor or any other forbearance or omission on the part of the owner or any indulgence, by the owner to the contractor or of any other act , matter or thing whatsoever which under any law could (but for this provision) have the effect of releasing the Bank from its liability hereunder or any part thereof.
- II. It shall not be necessary for the Owner to proceed against the Contractor before proceeding against the Bank and the undertaking herein contain shall be enforceable against the bank as Principal debtor notwithstanding the existence of any security for any indebtedness of the Contractor to the Owner (including relative to the said advance or for the Security Deposit) and not with standing that any such security shall at the time when claims is made against the Bank or Proceedings taken against the Bank hereunder, be outstanding or unrealised.
- III. As between the Bank and the Owner for the purpose of this undertaking the amount claimed or demanded by the Owner from the Bank with reference to this undertaking shall be final and binding upon the bank as to the amount payable by the Bank to the Owner hereunder.
- IV. The liability of the Bank to the Owner under this undertaking shall remain in full force and effect notwithstanding the existence of difference or dispute between the Contractor and the Owner, The Contractor and the Bank and / or the Bank and the Owner or otherwise howsoever touching or affecting these presents or the liability of the Contractor to the Owner, and notwithstanding the existence of any instructions or purported instructions by the contractor or any other person to the Bank not to pay or for any cause with hold or defer payment to the Corporation under these presents, with the intent that notwithstanding the existence of such difference, dispute or instruction, the Bank shall be and remain liable to make payment to the Owner in terms hereof.

- V. This undertaking shall not be affected by any change in our constitution or that of the Contractor or the Owner or any irregularity in the exercise of borrowing powers by or on behalf of the Contractor.
- VI. This undertaking shall be valid for all claims / demands made by the Owner to or upon us upto ..... provided that the Bank shall upon the written request of the Contractor extended this guarantee by a further period.
- VII. The bank doth hereby declare that Shri ..... who is the ..... (designation) of the Bank is authorised to sign this undertaking on behalf of the Bank and to bind the Bank thereby.
- VIII. The Bank hereby agrees not to revoke the Bank guarantee during its currency except with the previous consent of the Owner, in writing.
- IX. The Bank Guarantee is enforceable in the courts having jurisdiction over Guwahati, (Assam) only.
- X. Notwithstanding anything contained herein above our liability under this Guarantee is restricted to Rs..... (Rupees ..... ) only and it shall remain inforce upto & including ..... (date) unless a claim under this guarantee is made on or before ..... (date). All your rights under the said guarantee shall be forfeited and we shall be released & discharged from all liability there under, our undertaking shall commence from the date of execution.

Yours faithfully,  
For and on behalf of the Bank

Name .....  
Designation .....  
Seal

**ANNEXURE - VII****MODIFICATION OF GENERAL CONDITIONS OF CONTRACT**

The following clauses of GCC are modified to the extent as mentioned below :

<b>Sl. No</b>	<b>Clause No</b>	<b>Item</b>	<b>Modification</b>
1.	(Clause no. 2.3)	<b>Water Supply</b>	The Clause is modified to the extent as mentioned below Water shall be 'Free Issue'.
2.	(Clause no. 2.4.1)	<b>Power Supply</b>	The Clause is modified to the extent as mentioned below Power / Electricity Charges: Rs. 4.95 (Rupees four KWH).
3.	(Clause no. 6.1)	<b>Earnest Money Deposit</b>	The Clause is modified to the extent as mentioned below The Earnest Money Deposit shall be in favour of Numaligarh.
4.	(Clause no. 21.0)	<b>Force Majeure Clause</b>	The following sentence shall be added to the clause The CONTRACTOR shall keep records of the failure of performance and bring this to the notice immediately on such occurrences.
5.	(Clause no. 24.0)	<b>CONTRACTOR to obtain his own information</b>	The following para shall be added to the clause The CONTRACTOR's attention is drawn towards various for use of Forest Products like sand, stone, timber etc. from the Government of Assam. The CONTRACTOR will obtain from the local District Forest Officer after payment of fee from the owner shall facilitate the CONTRACTOR by way of Government Agencies in order to enable the CONTRACTOR payment of royalty.
6.	(Clause no. 25.0)	<b>Security Deposit</b>	The following para shall be added to the clause : Mobilisation advance may be paid against an equivalent amount to cover Mobilisation advance 7.5% against security deposit, provided initial amount of the contract value is furnished. Such per format enclosed as Annexure -6 to GCC.
7.	(Clause no. 28.0)	<b>Extension of Time</b>	The Clause is modified to the extent as mentioned below Until a final decision is taken by the owner CONTRACTOR for extension of time on any ground may be given by Engineer-in-charge in order to prejudice towards the rights, claims, contentions of the CONTRACTOR as per terms of the contract. (decided by the engineer-in-charge) for delay shall extension period and the amount shall be recovered Bills and other bills & dues of the CONTRACTOR.

8.	Clause no. 29.1)	<b>Compensation for Delay</b>	The Clause is modified to the extent as mentioned below Liquidated damage for delay in completion shall be 10% of the contract value for each day of delay thereof on the amount of the contract value for each day of delay.
9.	Clause no. 106.0)	<b><u>Labour Laws</u></b>	The following para shall be added to the clause : The CONTRACTOR will comply with the provisions of the Acts, & Rules framed thereunder: i) The Contract Labour (Regulation and Abolition) Act, ii) The Minimum Wages Act. iii) The Workman's Compensation Act. iv) The Payment of Wages Act, v) The Payment of Bonus Act, vi) The Employees Provident Fund & Misc. Provisions Act, vii) Family Pension Scheme, viii) Inter State Migrant Workmen (Regulation of Employment and Condition of Service) Act, or any other acts or statute not hereinabove specifically mentioned in relation to engagement of workers directly or indirectly for execution of the contract.
10.	(Clause no. 110.0 )	<b><u>Arbitration Clause</u></b>	The Arbitration clause as appearing in the GCC shall be modified as follows: “ a) Any dispute or difference of any nature whatsoever between the CONTRACTOR and the COMPANY, including counter-claim or set off of the CONTRACTOR against the COMPANY, regarding any right, liability, act, omission or commission of the CONTRACTOR hereto arising out of or in relation to his agreement with the COMPANY for Arbitration of the Managing Director of the COMPANY who shall be nominated by the CONTRACTOR. The CONTRACTOR will not be entitled to challenge the arbitrator on the ground that the arbitrator is not qualified as he has dealt with the matters to which the dispute or difference relates of his duties as an Officer of the COMPANY or in connection with any other matters in dispute or difference between the CONTRACTOR and the COMPANY, whom the matter is originally referred, being dead, disabled, absent or being unable to act for any reason, the Managing Director at the time of such transfer, vacation of office or in connection with any other matters of the Managing Director designate another person in accordance with the terms of the agreement. The original Arbitrator shall be entitled to continue to act notwithstanding his transfer or vacation or office. If the Managing Director does not designate another person within such transfer, vacation of office or inability to act, the persons shall be entitled to proceed with the dispute or difference as it was left by his predecessor. It is also agreed that the Arbitrator other than the Managing Director or a person nominated by the Managing Director of the COMPANY as aforesaid shall

			<p>award of the arbitrator so appointed shall be subject to the provisions of the agreement subject to the provisions of the agreement or any statutory modification or re-enactment thereof for the time being in force shall be deemed to be made under this clause.</p> <p>b) The award shall be made in writing and published within three years after entering upon the reference or within a period not exceeding further twelve months as to sole arbitrator or as to his own hands appoint. The parties hereto shall be deemed to have given their consent to the Arbitrator to make an award within the period referred to hereinabove and shall not be entitled to object or protest thereto under any circumstances whatsoever.</p> <p>c) The arbitrator shall have power to order and direct the parties by, observe and perform all such directions as may be necessary having regard to the matters in difference and the arbitrator shall have all summary powers and powers of / or documentary, as the arbitrator in his absolute discretion be entitled to exercise all powers under the provisions of the admission of any affidavit as evidence concerning the dispute before him.</p> <p>d) The parties against whom the arbitration proceedings are brought to say, the Respondents in the proceedings, shall be deemed to have claim, counter-claim or set off before the Arbitrator any issue arising out of or in relation to the Arbitration reference of arbitration to the Managing Director or set off before the Arbitrator shall be entitled to the same as if the matters arising therefrom has been deemed to form part of the reference made by the parties.</p> <p>e) The arbitrator shall be at liberty to appoint such expert in engineering or other technical person to assist him in the taking of evidence.</p> <p>f) The arbitrator shall have power to make one or more awards otherwise in respect of the dispute and the arbitrator shall be entitled to make separate awards in respect of the claims of the parties.</p> <p>d) The arbitrator shall be entitled to direct any of the parties or the other party in such manner and to such extent as in his discretion determine and shall also be entitled to require the deposit funds in such proportion to meet the award as he may upon to do so.</p>
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			h) The parties hereby agree that the courts in the jurisdiction to entertain any application or anything arising under this agreement and any Arbitrator hereunder shall be filed in the conc only”.
11.	Clause no. 111.0)	<b><u>Jurisdiction</u></b>	The Clause is modified to the extent as mentioned below All disputes, actions and proceedings arising out of the jurisdictions of the courts in the city of Golaghat
12.	Annexure 2,3,4&6	<b><u>Proforma for Bank Guarantee</u></b>	The Annexures are modified to the extent as mentioned below <b>The addressee of the Bank Guarantee shall be</b>  Numaligarh Refinery Limited, Numaligarh Refinery Complex, <b>Dist. :</b> Golaghat, Assam, <b>Pin –</b> 785 699 <b>The address of the Registered Office of Numaligarh Refinery Limited shall be as follows :</b>  Numaligarh Refinery Limited, 147, Udayan, RG Baruah Road Guwahati – 781 005