

NIT No.: 108/4(3)/CEE/EEC-II/HOD/ Sinages/NRDA/2014, Raipur, dated:27.10.2014

TENDER
FOR
PROVIDING & FIXING OF SIGNAGES AND NAME PLATES
FOR HEAD OF DEPARTMENT BUILDING AT CAPITOL
COMPLEX, NAYA RAIPUR.
VOLUME I
CONTRACT CONDITIONS, AGREEMENT, ETC.
(To be submitted with Envelope-2)

NAYA RAIPUR DEVELOPMENT AUTHORITY
NAYA RAIPUR DEVELOPMENT AUTHORITY (NRDA) RAIPUR,
CHHATTISGARH

NIT No.: 108/ 4(3)/CEE/EEC-II/HOD/Sinages/NRDA/2014, Raipur, dated:27 . 10.2014

Name of work: PROVIDING & FIXING OF SIGNAGES AND NAME PLATES FOR HEAD OF DEPARTMENT
BUILDING AT CAPITOL COMPLEX, NAYA RAIPUR.

Tender Copy No:.....

Issued to M/s:.....

Submitted by:.....

Price: Rs 5000.00(Rupees five thousand only) i.e. Cost of documents.

One set consisting of:

- Volume – I Contract Conditions, Agreement, etc.
- Volume – II Technical Specifications
- Volume – III Price Bid
- Volume – IV Addendum/ Corrigendum (if any)

Address:

Chief Executive Officer,

Naya Raipur Development Authority

Near Mahanadi Bhawan(Mantralaya)

Sector- 19, Utility Block, Naya Raipur.492002, Chhattisgarh

Tel: (0771) 2511500, Fax: (0771) 2511400

E-mail: ceo@nayarapur.com

Cost of tender document paid vide M.R. No. dated .

Tender copy issued by on .

VOLUME I
CONDITIONS OF CONTRACT
I N D E X

SR. NO. PARTICULARS

SECTION – I

1. Invitation for Bids
2. Tender Programme
3. Tender Submission Form Tender
4. Notice of Tender and Instructions to Tenderer

SECTION – II

Proforma 1: FOR PRE-BID QUERRIES
Proforma: A to Y

SECTION – III

- Proforma of:
- a. Agreement
 - b. Bank Guarantee in lieu of EMD
 - c. Bank Guarantee in lieu of Initial Security Deposit
 - d. Performance Guarantee for Anti Termite Works – **Not applicable**
 - e. Bank Guarantee for Anti Termite Works – **Not applicable**
 - f. Performance Guarantee for Project
 - g. Indemnity Bond
 - h. Indenture Bond
 - i. Promissory Note
 - j. Proforma Agreeing to General Conditions of Contract
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Part – 2 Scope and Performance
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Part – 4 Provision for Settlement of Disputes
2. Annexure "A"
3. Annexure "B"
4. Annexure "C"

SECTION – V

Special Conditions of Contract

SECTION – VI

Additional Special Conditions of Contract

ORDER OF PRECEDENCE

In case of any conflict in interpretation, the following order of precedence shall prevail:

- (a) *For any conflict between the condition of the Contract, the order of precedence shall be as under i) Corrigendum/addendum/amendment shall prevail over all the conditions. ii) Additional Special Conditions shall prevail over iii) and iv) below. iii) Special Conditions shall prevail over General Conditions of Contract. iv) General Conditions of the Contract shall prevail over other conditions.***
- (b) *For contractual/legal matters, Contract Conditions (including Corrigendum/addendum/amendment, Additional Special Conditions, Special Conditions and General Conditions of the Contract) read along with Addenda/Corrigenda issued shall prevail over the Bills of Quantities & Technical Specification.***
- (c) *In the event of any discrepancy between the Architectural, Structural, Utility Service or any other drawings, It shall be the Contractor’s sole responsibility & obligation to point these out & ensure that they are executed only after complete resolution by the Architect/ Consultant. Any reworking/breaking, if required, on account of suchoversight shall to be done at the Contractors own cost.***
- (d) *For items of work with similar specifications but appearing in different parts of the Bills of Quantities & where the Contractor has quoted varying rates, the item with lower rate shall be operated.***
- (e) *The Drawings made available with this tender document are Tentative only. The selected vendor has to prepare and provide actual shop drawings of all the items of BOQ clearly mentioning each elements of each Items after poper marking at site. The Shop drawings should consist detail technical specification of each Items as per BOQ.***

Signature of Tenderer
: Date:

Chief Executive Officer,
NRDA Date

Signature of Contractor.....

Signature of NRDA.....

SECTION – I
CONTENTS

SR.NO.	PARTICULARS
1.	Invitation for Bids
2.	Tendering Programme
3.	Tender Submission Form
4.	Notice of Tender and Instructions to Tenderer

Signature of Contractor.....

Signature of NRDA.....

NAYA RAIPUR DEVELOPMENT AUTHORITY
NEAR MAHANADI BHAWAN(MANTRALAYA), SECTOR 19, UTILITY BLOCK
NAYA RAIPUR (CHHATTISGARH) 492002
PH.NO.0771-2511500, FAX 0771-2511400 e-mail. ceo@nayaraipur.com

NOTICE INVITING TENDER

NIT No.: 108/ 4(3)/CEE/EEC-II/HOD/Sinages/NRDA/2014, Raipur, dated: 27. 10.2014

A) Naya Raipur Development Authority (NRDA) invites **Sealed ITEM-RATE tender** (Technical & financial both) from **SYSTEM INTEGRATOR** for following work :-

1. Name of work :- **PROVIDING & FIXING OF SIGNAGES AND NAME PLATES FOR HEAD OF DEPARTMENT BUILDING AT CAPITOL COMPLEX, NAYA RAIPUR.**

2. Amount put to tender :- **Rs. 48.23Lakh** (inclusive of all taxes)

3. EMD :- **Rs 1.00 Lakhs**

4. Cost of Tender document : **Rs. 5000.00**

5. Completion period :- **10 WEEKS** *from date of issue of work order*

B) Detailed Notice & Blank Tender document can be down-loaded from NRDA's website www.nayaraipur.com. from **29.10.2014** and last date of submission of sealed tender:is **25.11.2014 upto 15:00 hours**. The technical bid shall be opened the same day i.e up to**15:00 hours**. The cost of Tender-document shall be submitted with EMD envelope. Amendment/Addendum / Corrigendum, if any, shall not be advertised in the newspapers, but shall be posted in the above website only.

sd

Chief Executive Officer

DETAIL-NOTICE

NIT No.: 108/ 4(3)/CEE/EEC-II/HOD/Sinages/NRDA/2014, Raipur, dated: 27. 10.2014

Name of work: PROVIDING & FIXING OF SIGNAGES AND NAME PLATES FOR HEAD OF DEPARTMENT BUILDING AT CAPITOL COMPLEX, NAYA RAIPUR.

Estimated cost of the work : Rs. 48.23 Lakhs (inclusive all taxes)

Completion period: 10 weeks from date of issue of work order.

Amount of EMD: Rs. 1.00 Lakhs, Cost of tender document: Rs. 5000.00.

Note: The EMD & Tender cost shall be payable in favour of Chief Executive Officer, NRDA in the form of a DD/Bank Guarantee drawn on a Nationalised bank and operatable in Raipur, Chhattisgarh which will be valid for a period of 3 months from the date of submission of the bid.

Naya Raipur Development Authority (NRDA) invites **Sealed Item-rate tender** (Technical & financial both) for PROVIDING & FIXING OF SIGNAGES AND NAME PLATES FOR HEAD OF DEPARTMENT BUILDING AT CAPITOL COMPLEX, NAYA RAIPUR.

1. MANDATORY ELIGIBILITY CRITERIA

Tenderer should fulfil the following conditions and shall submit dully attested/certified by CA or Notarized copies of following documentsi.

- i. Tenderer should have carried out **1 Similar Work of value not Less than 15.00 Lakhs each during last three years or 2 similar work of value 10.00 lakhs.**
- ii. At least 3 years of experience in DESIGNING, MANUFACTURING & SUPPLYING OF SIGNAGES/NAME PLATES. (Incorporation certificate duly signed by CA should be enclosed)
- iii. Average Annual Gross Turnover of Rs. 10.00 LAKHS in Last 2 Complete Financial Years (Audited Balance Sheet duly signed by CA Should be Enclosed).

2. The **Sealed tender document** duly filled in all respects will have to be submitted to NRDA's office in **Three envelopes (Envelope-1: EMD, Envelope-2: Technical bid & Envelope-3: Financial bid)** in the name of "The Chief Executive Officer, NRDA, Near Mahanadi Bhawan Mantralaya) Sector-19, Utility Block Naya Raipur 492002, Chhattisgarh" on or before 25.11.2014 upto 15:00 hrs only. The technical bid shall be opened the same day, thereafter. *The complete documents to be submitted in Hardcopy & Softcopy (Microsoft Word or Excel) in a sealed envelope. However, in case of any discrepancies between the hard & soft copies, the hard copies shall prevail.*

Following information shall be written on top of the sealed envelope-

- i. **Name of work:**
- ii. The address of submission-The Chief Executive Officer, NRDA Near Mahanadi Bhawan Mantralaya) Sector-19, Utility Block Naya Raipur 492002, Chhattisgarh "Sender Name, Address ,Phone no., Email ID

3. Amendment/Addendum/Corrigendum, if any, shall not be advertised in the newspapers, but shall be posted in the above website.
4. **Tender Programme: (Short NIT):**
 - a. Date of issue of NIT is **29.10.2014**.
 - b. **Detailed Notice & Blank Tender document** can be down-loaded from NRDA's website www.nayaraipur.com. from **29.10.2014**. The cost of Tender-document shall be submitted with EMD envelope.
 - c. Last date of submission of sealed tender: **25.11.2014 upto 15:00 hours**
 - d. Opening of technical bid: **25.11.2014 after 16:00 hours**.
 - e. Last date of submission of queries – **7.11.2014**

MODE OF SELECTION

The tenderer shall be QUALIFIED IN FOLLOWING STAGES

Stage:I - Technical-bid

Evaluation Committee (EC) of NRDA will **evaluate the minimum eligibility criteria**. On the basis of the evaluation and review, if the committee feels a need for revision in some of the specification or design parameter, the same shall be notified to all those adjudged qualified and they will be given on option to revise their financial bid. The decision of the EC in this regard shall be final and binding.

Stage: II - Price-bid

The price bid in respect of the bidder qualified in stage I shall only be opened.

The tenderer with the lowest financial offer shall be selected.

6. **Chief Executive Officer, NRDA, Raipur reserves the right to accept or reject any or all tenders without assigning any reason thereof.**

Chief Executive Officer

INVITATION OF BIDS

NIT No.: 108/4(3)/CEE/EEC-II/HOD/Sinages/NRDA/2014, Raipur, dated: 27 10.2014

To,

M/s. _____

SUB.: PROVIDING & FIXING OF SIGNAGES AND NAME PLATES FOR HEAD OF DEPARTMENT BUILDING AT CAPITOL COMPLEX, NAYA RAIPUR.

Dear Sir,

With reference to your application, we have pleasure to invite you to take part in competitive bid for above referred work on item rate contract basis for Supply & Installation of signage for HEAD OF DEPARTMENT Building, Naya Raipur, Chhattisgarh including testing, commissioning, etc.

Project contract includes the following:

1. Name of work- **PROVIDING & FIXING OF SIGNAGES AND NAME PLATES FOR HEAD OF DEPARTMENT BUILDING AT CAPITOL COMPLEX, NAYA RAIPUR.**

2. Estimated cost **Rs. 48.23 Lakhs (inclusive all taxes)** (inclusive all taxes)

3. E M D **Rs. 1.00 Lakh**

Note: The EMD shall be payable in favour of Chief Executive Officer, NRDA in the form of a Bank Guarantee drawn on a Nationalized bank and operatable in Raipur, Chhattisgarh which will be valid for a period of 03 (Three) months from the date of submission of the bid.

4. Period of Completion **10 (Ten) weeks** from the date of issue of the Work Order.

5. The detailed documents comprises four volumes as under-

- Volume – I Contract Conditions, Agreement, etc.
- Volume – II Technical Specifications
- Volume – III Price Bid
- Volume – IV Addendum/ Corrigendum (if any)

6. The offer shall be submitted in **two separate sealed envelopes** as indicated in Section I (Method of Submission and opening of tenders) of Volumes-I, in office of Chief Executive Officer, NRDA, Near Mantralaya Mahanadi Bhawan Sector 19 Utility Block Naya Raipur 492002, Chhattisgarh.

Detailed Tendering Programme is enclosed with this letter for your reference.

7. NRDA reserves full rights to reject any or all the tenders without assigning any reason and selection shall be at the entire discretion of the NRDA and the NRDA's decision in this respect shall be final and binding. Further NRDA reserves right to split each contract in two or more parts without any compensation for reducing the cost of project. This shall be at the entire discretion of the NRDA and the NRDA's decision in this matter shall be final and without appeal.
8. The offer shall remain open for 150 (one hundred fifty) days from the date of submission of the tenders.

Thanking you,
Yours faithfully,
Sd/-

**Chief Executive Officer,
Naya Raipur Development Authority
Near Mahanadi Bhawan(Mantralaya)
Sector- 19, Utility Block, Naya Raipur.492002, Chhattisgarh
Tel: (0771) 2511500, Fax: (0771) 2511400
E-mail: ceo@nayaraipur.com**

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TENDERING PROGRAMME

Key Dates:

01.	29.10.2014	Issue of NIT
02.	29.10.2014	Sale of Tender document by Engineering Section
03.	25.11.2014	Last date of submission of queries
04.	07.11.2014	Pre bid meeting 12.30pm at NRDA office
05.	25.11.2014	Last date of submission of tender up to 15.00 hours and Opening of technical bid on 16.00 hours

The Tender program for the above works as under:-

NIT No.	NIT No.:108/ 4(3)/CEE/EEC-II/HOD/Sinages/NRDA/2014, Raipur, dated:27 10.2014
Estimated Cost	Rs 48.23 Lakhs (inclusive all taxes)
EMD	Rs. 1.00 Lakh Note: The EMD shall be payable in favour of Chief Executive Officer, NRDA in the form of a Bank Guarantee drawn on a nationalized bank and operatable in Raipur, Chhattisgarh which will be valid for a period of 3 (Three) months from the date of submission of the bid.
Time Period	10 (Ten) Weeks from the date of issue of the Work Order.

1) Blank tender form can be obtained from the office of the Chief Engineer, Engineering Section, NRDA, Near Police Station, Village Naya Rakhi, Naya Raipur (CG) on submission of application along with cost of tender from 29.10.2014 on all working days, during office hours. Detailed Notice & Blank Tender document can also be down-loaded from NRDA's website www.nayaraipur.com. From 29.10.2014 The cost of Tender-document shall be submitted with EMD envelope. Amendment/Addendum / Corrigendum, if any, shall not be advertised in the newspapers, but shall be posted in the above website only.

2) Price of blank tender documents (non refundable) Rs 5000.00 (Rupees five thousand only) to be paid by Cash/ Demand Draft drawn in favour of Chief Executive Officer, NRDA payable at Raipur, Chhattisgarh along with the application for issue of tender documents.

3) In case of any discrepancies between the hard & soft copies, the hard copies issued by NRDA shall prevail.

4) Submission of queries in the format as per Proforma 1 in Section II Volume I to the CE (Engg), NRDA , on or before 07.11.2014. for discussion in pre-tender meeting on 07.11.2014.at 12.30PM A copy of the queries shall be Additionally forwarded to shrivastavasr@gmail.com/anantram.gupta@rediffmail.com

5) Issue of Reply/Corrigendum, if any : On **10.11.2014** or earlier, if possible.

- 6) Date of receipt of Sealed Tenders: **25.11.2014** upto **15.00 hours** in the office of the Chief Executive Officer, **Naya Raipur Development Authority, Near Mahanadi Bhawan(Mantralaya) Sector- 19, Utility Block, Naya Raipur.492002, Chhattisgarh**
- 7) Opening of the Envelope No. 1 & 2 i.e. EMD & Technical Bid in the office of the Chief Executive Officer, NRDA, Near Mahanadi Bhawan(Mantralaya) Sector- 19, Utility Block, Naya Raipur.492002, Chhattisgarh on the same day as the date of receipt of Sealed Tenders after **16.00 hours**, if possible.
- 8) Opening of the Envelope No. 3 i.e. Price Bid, for qualified applicants, shall be intimated to the successful tenderers separately.
- 9) Chief Executive Officer, NRDA, Raipur reserves the right to accept or reject any or all tenders without assigning any reason thereof.

Sd/-

Chief Executive Officer,
Naya Raipur Development Authority
Near Mahanadi Bhawan(Mantralaya)
Sector- 19, Utility Block, Naya Raipur.492002, Chhattisgarh
Tel: (0771) 2511500, Fax: (0771) 2511400
E-mail: ceo@nayaraipur.com

TENDER SUBMISSION FROM

Ref.No.

Date :

To,
Chief Executive Officer, NRDA,
Near Mantralaya Mahanadi Dwar,
Raipur 492 001, Chhattisgarh

SUB : PROVIDING & FIXING OF SIGNAGES AND NAME PLATES FOR HEAD OF DEPARTMENT BUILDING AT CAPITOL COMPLEX, NAYA RAIPUR.

REF: NIT No.: 108/ 4(3)/CEE/EEC-II/HOD/Sinages/NRDA/2014, Raipur, dated: 27. 10.2014

Dear Sir,

1. Having obtained the bid documents for the work under reference and having examined the scope of work and Conditions of Contract, we hereby offer to perform, provide, execute, complete and maintain the work in conformity with the Articles of Agreement, General Conditions of Contract, Special Conditions of contract, additional special condition of contract for the item rate amounts as quoted in the accompanying bid in envelope No. 2, within the stipulated time.
2. We have satisfied ourselves as to the location of the site and working conditions, examined the requirements of NRDA and have obtained all the information necessary for the successful and timely completion of the work.
3. We have submitted to you along with this offer a work programme to complete DESIGNING, MANUFACTURING, SUPPLYING, INSTALLATION, TESTING & COMMISSIONING OF SIGNAGE FOR HEAD OF DEPARTMENT BUILDING AT CAPITOL COMPLEX, NAYA RAIPUR . in 08(Eight) weeks including monsoon from the date of issue of the Work Order.
4. We have deposited as earnest money deposit with you as specified in Annexure 'A' which amount is not to bear any interest and shall be subjected to forfeiture on following defaultsa)
a) withdrawal of tender during the validity period of tender specified in Annexure 'A' and in point 6 hereunder.
b) makes any change other than called upon to do so by the authority to tender documents.
c) failure on our part to execute the contract, when called upon to do so, within stipulated time of ten days or as extended by the concerned authority.
d) failure on our part to deposit security deposit as specified in the tender together with tender provisions.
e) work is not commenced within specified period in the work order.
f) Obligations under terms of Contract for not fulfilling the followings within the stipulated period-
CAR policy Or Any other statutory obligation on the part of the contractor prior to commencement of work.
5. We understand that you are not bound to accept the lowest tender or bound to assign any reasons for rejecting our tender.
6. We agree to keep our offer open for 150 (one hundred and fifty) days from the date of submission of tender.
7. Until the agreement is signed this will be treated as the agreement.

8. I/ We hereby pay the Earnest Money Deposit of **Rs. 1.0 lakh**. (Rupees one lakhs only) in the form of a Bank Guarantee drawn on a nationalized bank and operatable at Raipur in favour of the 'Chief Executive Officer, NRDA, Raipur' for the said amount is attached.
9. I/ We hereby agree to pay the Initial Security deposit in the manner prescribed in the clause no. 9 of the General Conditions of the Contract in the event of the issuance of the acceptance to my / our offer.
10. I hereby declare that, the work as detailed in Schedule 'A' including Addendum/ Corrigendum, if any, shall be completed in all respect within the time limit of **01(one)** months from the date of issue of the Work Order.

Thanking you,

Yours faithfully,

Date

Signature of Tenderer
with Seal and address.

Signature of Contractor.....

Signature of NRDA.....

NOTICE OF TENDER AND INSTRUCTIONS TO TENDERERS

1.0 The tender to be submitted by the tenderers shall consist of the following documents:

1.1 Tender Documents:

Complete set of documents along with addendum/ corrigendum, if any, issued duly filled in and initialed on each page and signed by the tenderers at prescribed places of the tender documents including signature of witness.

1.2 Information and particulars of the tenderers are to be furnished along with a declaration and an undertaking to execute the work within the time, all as detailed in the form given in clause no. 6.2, with requisite Annexure.

1.3 Service Tax Registration/ Sales Tax Certificate/ Chhattisgarh Cess registration in original or attested copies should be furnished along with the tender.

1.0 MANDATORY ELIGIBILITY CRITERIA

Tenderers should fulfil the following conditions and shall submit duly attested/certified by CA or Notarized copies of following documents.

- i. Tenderer should fulfil the following conditions and shall submit duly attested/certified by CA or Notarized copies of following documents.
- ii. Tenderer should have carried out **1 Similar Work of value not Less than 15.00 Lakhs each during last three years or 2 similar work of value 10.00 lakhs.**
- iii. At least 3 years of experience in Designing, manufacturing & supplying of SIGNAGES/NAME PLATES. (Incorporation certificate duly signed by CA should be enclosed)
- iv. Average Annual Gross Turnover of Rs. 10.00 LAKHS in Last 3 Complete Financial Years (Audited Balance Sheet duly signed by CA Should be Enclosed).

3.0 Earnest Money Deposit

The tenderer shall deposit and keep deposited (for the period specified hereafter) with NRDA a sum as shown in this tender notice as the Earnest Money Deposit. The Earnest Money Deposit shall be so deposited in one of the following form:

By an irrevocable and unconditional Bank Guarantee executed by a nationalised bank located and operatable in Raipur in the form prescribed hereunder and valid for 3(three) months from the last date prescribed for submission of tender.

3.1 The failure or omission to so deposit or keep deposited the Earnest Money Deposit shall disqualify the tenderer and NRDA shall exclude from its consideration such disqualified tender.

3.2 No interest shall be payable by NRDA in respect of such deposited Earnest Money Deposit.

3.3 The Earnest Money Deposit of an unsuccessful tenderer shall be refunded after the final decision on the tenders or on expiry of the validity period whichever

- is earlier on producing receipt thereof.
- 3.4 Invitation by NRDA to submit the tender shall be a proposal and the submission of a tender by the tenderer shall be an acceptance of such proposal to win the contract. The tenderer shall not revoke his tender or vary its terms and conditions without the consent of NRDA during the period of 150 (one hundred fifty) days counted from the last day appointed by NRDA for submission of tenders. If the tenderer shall revoke the tender or vary its terms and conditions contrary to his promises to abide by this condition, the Earnest Money Deposited by him shall stand forfeited to NRDA without prejudice to its other rights and remedies and without prejudice to the foregoing clause, the tenderer shall be disentitled to submit a tender to NRDA for execution of any of the prescribed works during the next 24 (twenty four) months effective from the date of such recourse or variations of the terms and conditions of the tender.
- 3.5 If the tenderer has deposited the Earnest Money Deposit by a Bank Guarantee and he has been communicated the acceptance of his tender by NRDA and he fails or omits to furnish the initial Security Deposit within 15 (fifteen) days in accordance with Condition no. 9 of the general conditions of contract, NRDA shall be entitled to encash the Bank Guarantee.
- 3.6 In case of the successful tenderer, on payment of the required amount of the initial Security Deposit, the Earnest Money Deposited in the form of Demand Draft/Bank Guarantee shall be refundable to the tenderer in the event of NRDA deciding the award of the contract.
- 3.7 The E.M.D. of the successful tenderer shall be forfeited/ cashed if:
- 3.7.1 After submitting the tender, the Contractor withdraws/ revokes his offer or modifies/ changes the same during the validity of the tender, or if after the acceptance of his tender, the Contractor fails or neglects to furnish the balance Initial Security Deposit within 15 (fifteen) days.
- 3.7.2 Fails to execute Contract Agreement within 30 (thirty) days from the date of issue of Acceptance Letter.
- 3.7.3 Fails to commence the work within 30 (thirty) days from the date of work order or handing over the site whichever is earlier.
- 3.8 The Tenderer may also be dis-qualified for tendering for further works in NRDA in such an event.
- 3.9 Visit to site by Tenderer**
Tenderers are advised to visit the site sufficiently in advance of the date fixed for submission of tenders. The tenderers shall be deemed to have full knowledge of all the relevant documents, samples, site conditions, site area of execution, availability of labour, material, water and electricity etc. whether they inspect them or not.
- 4.0 NA**
- 5.0 Blank Tender Form**

- 5.1 One set of Blank Tender Document comprising of the following:
 Volume – I Contract Conditions, Agreement, etc.
 Volume – II Technical Specifications
 Volume – III Price Bid
 Volume – IV Addendum/ Corrigendum (if any)
 will be issued to the contractor. Any other information and/or clarifications can be had from the above office during the office hours.

6.0 METHOD OF SUBMISSION OF TENDER

The complete tender in the manner specified in the forthcoming paragraph will be received in the office of Chief Executive Officer, NRDA, Near Mahanadi Bhawan (Mantralaya) sector-19, Utility Building, Naya Raipur 492002, Chhattisgarh as per the Tendering Programme. The tender must be deposited personally with authorized representative of the Chief Executive Officer, NRDA, Near Mahanadi Bhawan (Mantralaya) sector-19, Utility Building, Naya Raipur 492002, Chhattisgarh. Tenders received after the expiry of the specified time will either not be accepted or if inadvertently accepted, will not be opened.

- 6.1 The completed tender shall be submitted in **Three separate sealed envelopes (EMD, Technical Bid & Financial Bid)**, each envelope super scribed on the top as below:

“ENVELOPE NO.....”.
NAME OF WORK : PROVIDING & FIXING OF SIGNAGES AND NAME PLATES FOR HEAD OF DEPARTMENT BUILDING AT CAPITOL COMPLEX, NAYA RAIPUR.
NIT No.: 108/ 4(3)/CEE/EEC-II/HOD/Sinages/NRDA/2014, Raipur, dated: 27 . 10.2014

Both these Envelopes shall be put together in one common sealed envelope with the envelope super scribed as **PROVIDING & FIXING OF SIGNAGES AND NAME PLATES HEAD OF DEPARTMENT BUILDING AT CAPITOL COMPLEX, NAYA RAIPUR.**

based on design and layout plans .Full Name and Address of the tenderer shall be written on the bottom left corner of each Envelope.

6.2.1 **ENVELOPE NO. 1: (EMD)**

The Envelope No. 1 shall contain Receipt of Challan/ Bank Guarantee towards Earnest Money Deposit.

6.2.2 **ENVELOPE NO. 2: (Technical Bid)**

The Envelope No. 2 shall contain the following Documents:

- a) Covering letter.
- b) List of all documents enclosed in the envelope.
- c) Volume–I Contract Conditions, Agreement, etc.,
- d) Volume–II Technical Specifications,
- e) Volume–IV Addendum / Corrigendum, if any
- f) Copy of Service Tax Registration Certificate/ Registration with Sales Tax Department, Cess registration with Chhattisgarh Government. *If the tenderer/vender is not having the above certificate, he shall have to given an undertaking on a Rs. 100.00 stamp-paper duly notarized, that he shall obtain the same within 15 days of issue of latter of acceptance.*
- g) Power of Attorney authorizing the person to sign the Tender Document
- h) MS formatted Detailed Bar and CPM/ PERT Chart supported by manpower,

material, machinery requirement and indicating physical and financial monthwise targets (5 hardcopies with one soft copy). The CPM/ PERT Chart must indicate Resources, Skilled and Unskilled labour requirements in each month. The programme shall be submitted in MS Projects.

- i) All Proformas listed under Section II of Volume I of the Tender Document.
- j) NA
- k) Declaration for acquaintance of site and specification.
- l) Addendum/ Corrigendum (if any).
- m) Minutes of Pre-Bid meeting, etc. issued by NRDA.
- n) Form of undertaking for completion of work.
- o) NA
- p) NA
- q) All proformas listed under Section III of Volume I of the Tender Document.

It should be noted that the Financial Offer shall not directly or indirectly be reflected anywhere in the Envelope No. 1

All the contents of this Envelope shall either be in original or copies attested by Notary / CA.

6.2.2 **ENVELOPE NO. 3 : (Financial Bid)**

Envelope No. 3 shall contain (unconditional) the following from the tender document:

- i) Volume – III Price Bid
- ii) Addendum/ Corrigendum, (if any).
- iii) 1 no. CD containing the soft copy (MICROSOFT EXCEL) of the Price Bid duly filled by Contractor (The soft copy of the Price Bid shall be issued to all Contractors separately by NRDA).

6.3 **Method of Opening Tender-**

The tenders received on date specified for submission and before the schedule time and will be opened as per the tendering programme in the office of the Chief Executive Officer, NRDA, Near Mahanadi Bhawan (Mantralaya) sector-19, Utility Building, Naya Raipur 492002, Chhattisgarh by the Chief Executive Officer, NRDA. The tenders will be opened in the presence of tenderers or their authorized representative who chose to remain present on the opening day at the Schedule time.

Envelope No. 1 (EMD) of all the tenderers will be opened first to verify its contents. Only appropriate EMD envelope-2 will be open by NRDA.

Envelope No. 2 (Technical Bid) of all the tenderers will be opened first to verify its contents. If any short fall is noticed in this, a note to that effect will be recorded by the tender opening authority on the tenders.

Decision of the Chief Executive Officer, NRDA, shall be final and binding on all parties.

Envelope No. 3 (Financial Bid) This Envelope No. 3 shall contain the firm priced unconditional offer. Financial bid of only successful tenderers in Technical evaluation will be open. NRDA is not bound to give any reason for not considering such offers.

- 6.4 **Instructions to Tenderers**
- 6.4.1 **Tender is not open to Joint Ventures / Consortiums. Assigning, Transferring & Sub-letting of the work is not permitted under any circumstances.**
- 6.4.2 NA
- 6.4.3 NA
- 6.4.4 Each sheet shall be duly signed by the applicant or a person or persons duly authorized to sign on behalf of the tenderer. Such authorization shall be given by a written power of attorney accompanying the tender. The corrections, if any, shall be made by striking off and shall be initialed with date.
- 6.4.5 The language for submission of all documents shall be English. Failure to comply with provisions will make the tender incomplete and is liable to be rejected.
- 6.4.6 All documents submitted by the tenderer shall be treated as confidential and will not be returned.
- 6.4.7 The tenderer is requested to enclose latest copies of brochures and technical documents upto-date information about the firm and their products
- 6.4.8 If the tender is made by a Limited Company, it shall be signed by a duly authorized person holding power of attorney for signing the tender in which case, a certified copy of the power of attorney shall accompany the tender. Such limited company or corporation may be required to furnish satisfactory evidence of its existence before the tender is submitted.
- 6.4.9 Incomplete tenders are liable to be rejected.
- 6.4.10 For any clarification, the tenderer may contact Office of the Chief Executive Officer, NRDA, Near Mahanadi Bhawan (Mantralaya) sector-19, Utility Building, Naya Raipur 492002, Chhattisgarh
- 6.4.11 Failure to provide information which is essential to evaluate the tenderer's qualification or to provide timely clarification or substantiate the information supplied may result in disqualification of the tender.
- 6.4.12 Financial data, works / project cost should be given in Indian Rupees only.
- 6.4.13 NRDA reserves the right to:
- a) Reject or accept any or all tenders.
- b) NRDA shall neither be liable for any such actions nor be under any obligation to inform the tenderers about them.
- 6.4.14 On receipt of blank tender form, the tenderer should ensure that corrections, etc. are properly incorporated in the tender.
- 6.4.15 Price-Bid should be written both in words and figures in the tender form at all the places and in case of discrepancy the rates in words will be considered as final.
- 6.4.16 No alterations and additions anywhere in the tender document are permitted. If any of these are found, the tender may be summarily rejected. The tenderer should get his doubts cleared during pre-tender meeting only.
- 6.4.17a **Taxes:** The rate quoted by the contractor shall be deemed to be inclusive of the sales and other levies, duties, royalties, cess, toll, taxes of central and state

government, local bodies and authorities that the contractor will have pay for the performance for this contract. The government will perform such duties in regards to the deductions of such taxes at source as per applicable law. However, if "Service tax" and cess on service tax or any other "New tax" (not increase or decrease in existing tax, duties, surcharge) is levied on the contractor either by the central government or state government then NRDA shall reimburse the "Service tax" and cess on service tax and "New tax" amount on submission of proof of such payment made by the contractor.

6.4.17b **N.A.**

6.4.18 In case of partnership firm, each partner of Power of Attorney holder shall sign the tender and the signatures shall be attested as witness by a reputed person in the space provided for the purpose.

Power of Attorney of person signing the tender shall be enclosed with the tender in original. The power of attorney shall be signed by all partners. In case of Private Limited/ Public Limited companies, the Power of Attorney shall be supported by Board Resolutions and appropriate and adequate evidence in support of the same shall be given.

6.4.19 All pages and pasted slips should be signed by the tenderer.

6.4.20 The tenderer shall be deemed to have studied all the specifications, terms and made himself / themselves acquainted with the site conditions, access to the site and availability of labour, basic materials, water, electricity, etc. before submitting the tender. A declaration to this effect should be signed by the tenderer in the form attached to the tender. Correction in the amount (Price-Bid) entered in tender form, if any, should be attested by the Tenderer.

6.4.21 Any change that will be made in the Tender papers by the Competent Authority after issue of the tender will be intimated to the Tenderer in the form of Addendum/ Corrigendum for incorporating the same in the tender before submitting the tender.

7.0 **Acceptance of Tender**

NRDA is not bound to accept the lowest or any tender. NRDA reserves the right to reject any or all tenders received, without assigning any reason whatsoever.

Signature of Tenderer

Chief Executive Officer,
NRDA, Near Mahanadi Bhawan (Mantralaya)
sector-19, Utility Building, Naya Raipur 492002, Chhattisgarh

Dated-----

Dated-----

SECTION -II

LIST OF PROFORMAS		
SR.NO.	PARTICULARS	
1	PROFORMA – 1	Format for Pre-bid Queries
2	PROFORMA – C	NA
3	PROFORMA – E	NA
4	PROFORMA – F	General Information
5	PROFORMA – G	Organisation and Structure
6	PROFORMA – H	
7	PROFORMA – J	Contracts of Similar Nature
8	PROFORMA – J1	Completion certificate
9	PROFORMA – K	NA
10	PROFORMA – L	NA
11	PROFORMA – M	Litigation History
12	PROFORMA – O	Details of Completed Works during last 3 years (All Signage works)
13	PROFORMA – P	Average Annual Gross Turnover during last 3 (Three) years
14	PROFORMA – R	NA
15	PROFORMA – W	Affidavit

NOTE:

- 1. Above all proforma shall be required to be submitting with the tender submission.**
- 3. All proformas should be submitted on the Company's letterhead and dully attested/certified by CA or Notarized unless otherwise specified.**

PROFORMA – 1
Format for Pre-bid Queries

Signature of Contractor.....

Signature of NRDA.....

PROFORMA – C
Proforma of Staff proposed by Contractor at site and office of bidder
NOT APPLICABLE.

PROFORMA-E
Format of Curriculum Vitae for Proposed Professional Staff
NOT APPLICABLE.

PROFORMA – F
General Information

1.	Name of the firm	
2.	Address of the Head Office/ Registered Office	
3.	Telephone :	Contact :
4.	Fax :	E-Mail :
5.	Place of incorporation/registration	Year of incorporation :

DETAILS OF THE OFFICE CLOSEST TO RAIPUR (if applicable)

1.	Address of Office	
2.	Telephone :	Contact :
3.	Fax :	E-Mail :

Note : -

- 1) To be completed by all owners or partnerships or individually owned firms.

Signature of Tenderer:

Date:

PROFORMA – G
Organisation and Structure

(In case of company give complete information in respect of each partner)

1. The legal status of the applicant (individual/ proprietary firm/ firm in partnership/ limited company or Corporation group of firm (attached the organization chart showing the structure of the organization, including the names of the Directors and officers)
2. Number of years of experience of firm:
As a prime contractor firm (contractor/ firm shouldering major responsibility). As subcontractor(specify main contractor).
3.
 - a) No. of years the organization has been in the business of similar work under its present name.
 - b) The fields of operation when the organization was established.
 - c) New fields added after the incorporation.
 - d) Date of addition of the above new fields.
4. Fields of manufacturing of signages the firm is specialized.
5. The details of experience of the firms in the following fields:
Designing, manufacturing, supplying, installation, testing & commissioning of signage.
6. The details of experience in financing of similar projects.
7. The details of project monitoring experience in large projects: Raising of finance
Cash-flow management, Physical and financial progress monitoring, Economic viability assessment
8. The details of testing laboratory, research and development facility and quality control cell if any (full details shall be provided).
9. Details of experience in execution and maintenance of manufacturing of signage.
10. Were you ever required to suspend the work for a period of more than three months continuously after you started? If so, give the name of project and give reasons therefore.
11. Have you ever left the work awarded to you incomplete? (if so, give name of project and reasons for not completing work).
12. Any other information relevant to this project the applicant may like to add.

Signature of Tenderer:

Date:

PROFORMA – H
Experience Certificate

Tenderer should have at least 3 years of experience in Designing, manufacturing & supplying of SIGNAGES/NAME PLATES. (Incorporation certificate duly signed by CA should be enclosed)

All individual firms and all partners of company are requested to complete the information in this form. The information supplied should be the annual turnover of the applicant/ company, in terms of the amounts billed to clients for each year for work in progress or completed, in Indian rupees, at the rate of exchange, at the end of period reported.

Applications may enclose testimonials, certificates and publicity material with their applications. However, they will not be taken into account in the evaluation of qualification.

Sr. No.	Name of Work	Name & Address of client	Contract Amount/amount of Work done during the years		
			2010-11	2011-12	2012-13
TOTAL					

Note :-

- 1) All information/ statements submitted under the above tables shall consist of audited statements/ be accompanied with C.A.'s Certificates.

Signature of Tenderer:

Date:

PROFORMA – J

Details of Contracts of Similar Nature

(Use a separate sheet for each contract)

Tenderer should have carried out **1 Similar Work of value not Less than 15.00 Lakhs each during last three years or 2 similar work of value 10.00 lakhs** with effect from 1st April 2010. [Similar works means **PROVIDING & FIXING OF SIGNAGES AND NAME PLATES**] *in any central/state government/PSU and reputed multinational companies like Reliance/Tata/Cognizant Technology Solutions/Wipro/Infosys/companies of similar status*). **Purchase order/work order and satisfactory Completion Certificate should be Enclosed duly signed by chartered accountant or notorized copies.**

1.	Serial Number : Name of Contract : Place :
2.	Name of Employer
3.	Address of Employer
4.	Nature of works and special feature relevant to the contract for which the Applicant wishes to pre-qualify.
5.	Role of the firm (Tick appropriate) Sole Contractor Sub-Contractor Partner
6.	Value of the total contract (in Indian Rupees in Crores)
7.	Date of Award
8.	Original Contract Duration (in years and months)
9.	Actual contract Duration (in years and months)
10.	Specified requirements Give details of DESIGNING, MANUFACTURING, SUPPLYING, INSTALLATION, TESTING & COMMISSIONING OF SIGNAGE for this work
11.	Name and professional qualifications of applicant's Engineer in charge of the work.
12.	Were there any penalties/ fines/ stop notice/ compensation/ liquidated damages imposed. (Yes or No) if yes give amount and explanation.
13.	Whether the employer is Govt., Semi Govt., Private or Public Limited Co. or multinational company.

Note: In addition to the above a separate **Completion** certificate in respect of each work from the client(employer) as detailed in **proforma J1** must be produced.

Signature of Tenderer:

Date:

PROFORMA J1

Completion certificate of executed work

This certificate shall be produced in the below format on the letter head of the employer.
Note: Proforma-J1 & satisfactory Completion Certificate should be duly signed by chartered accountant or notarized copies.

Completion Certificate

1	Name of the Agency	:	
2	Name of the Work	:	
3	NIT No. & Date	:	
4	Contract Agreement No. & Date	:	
5	Date of Award/Start of Work.	:	
6	Original Completion date as per Contract Agreement	:	
7	Actual completion Date	:	
8	Agreement Value of work	:	
9	Actual cost of work after completion	:	

This is certified that the above work has been carried out satisfactorily as per drawing specification and instruction of Engineer-in- Charge.
Thanking you.

Authorized Signature:

Designation:

Company:

Seal:

Dated:

PROFORMA – K
NOT APPLICABLE.

PROFORMA – L
Financial Capability
NOT APPLICABLE.

PROFORMA – M

Litigation History

Applicants should provide information on any history of litigation or arbitration resulting from contract executed in the last 10 (ten) years or currently under execution.

Year	Project Name	Name of Client	Cause of litigation and matter in dispute	Award for or against the applicant	Disputed amount (in Indian Rs. In Crores)	Actual Awarded Amount (in Indian Rs. In Crores)	Whether the litigation is before or after completion of work	Whether L.D./ Penalty was made and If so Amount of L.D./ Penalty

Signature of Tenderer:

Date:

Signature of Contractor.....

Signature of NRDA.....

PROFORMA – O
Details of Completed Works during last 3 years
 (DESIGNING, MANUFACTURING & SUPPLYING OF SIGNAGES/NAME PLATES)

Sr. No.	Name of the Work with location	Name of Client	Contract Amount	Date of Start	Stipulated date of completion	Actual date of completion	Brief Scope of Works

Note :-

- 1) Brief Scope of Works should indicate the total scope of work
- 2) Enclose Completion Certificates issued by competent authority, for each of the above works as detailed in proforma J1

Note: Proforma-O & satisfactory Completion Certificate should be duly signed by chartered accountant or notarized copies.

Signature of Tenderer:

Date:

Signature of Contractor.....

Signature of NRDA.....

PROFORMA – P

Average Annual Gross Turnover in Last 3 Complete Financial Years

(Audited Balance Sheet duly signed by CA Should be Enclosed)

All individual firms and all partners of company are requested to complete the information in this form. The information supplied should be the annual turnover of the applicant/ company, in terms of the amounts billed to clients for each year for work in progress or completed, in Indian rupees, at the rate of exchange, at the end of period reported.

Applications may enclose testimonials, certificates and publicity material with their applications. However, they will not be taken into account in the evaluation of qualification.

No.	Year	Turnover in Indian Rupees (in Crores)	Multiplying factor for Annual turnover	Total Turnover (Rs. in Crores)
1	2012-13		1.00	
2	2011-12		1.10	
3	2010-11		1.21	
Gross Total Turnover				
Average Annual turnover during last 3 years				

Average Annual turnover during last 3 years = Rs.....(Crores.)

Note :-

- 1) All information/ statements submitted under the above tables shall consist of Audited statements/ be accompanied with C.A.'s Certificates.

Signature of Tenderer:

Date:

PROFORMA – R
NOT APPLICABLE.

Signature of Contractor.....

Signature of NRDA.....

PROFORMA –W

Format for Affidavit

[Rs.100/- (Rupees Hundred only) Stamp Paper duly notarised]

To,

Naya Raipur Development Authority

Near Mantralaya Mahanadi Dwar,

Raipur 492 001, CHHATTISGARH

With reference to the documents submitted, we hereby undertake that at no point have we entered into any dispute / litigation / legal proceedings against any of our clients, in any of our projects, within the last 10 years, i.e. during financial years 2001-2011

All documents and information submitted for tender bidding (including the above undertaking) are certified to be accurate, correct and final. In the event that any of the documents or information submitted by us is found to be in-accurate / incorrect / misleading, we understand that our qualification through the process of tendering is liable to be cancelled / Contract is liable to be terminated, without prejudice to any of the rights of NRDA, which otherwise may be accruable to Naya Raipur Development Authority.

S/d

Authorised Signatory

(Power of Attorney enclosed)

SECTION – III

PROFORMAS

(To be submitted in Envelope no.1)

CONTENTS

SR.NO.	PARTICULARS
1.	Agreement
2.	Bank Guarantee in lieu of EMD
3.	Bank Guarantee in lieu of Initial Security Deposit
4.	Performance Guarantee for Anti Termite Works – Not Applicable
5.	Bank Guarantee for Anti Termite Works – Not Applicable
6.	Performance Guarantee for Project
7.	Indemnity Bond
8.	Indenture Bond
9.	Promissory Note
10.	Proforma Agreeing To General Conditions of Contract
11.	Declaration and undertaking by the Contractor for Completion of work
12.	Declaration and Undertaking regarding pre-tender submission Site Visit

(All proformas should be submitted on the Company's letterhead unless otherwise specified)

PROFORMA OF AGREEMENT

(On Rs. 100/- (Rupees hundred only) Stamp Paper duly Notarised)

Agreement for _____

_____ Article of Agreement made at _____

this _____ day of _____ between naya Raipur Development Authority of Chhattisgarh incorporated under Nagar Tatha Gram Nivesh Adhinyam – 1973 (No. 23, Year 1973), having its registered office near Near Mahanadi Bhawan (Mantralaya) sector-19, Utility Building, Naya Raipur 492002, Chhattisgarh (herein after called 'NRDA' which expression shall unless it be repugnant to the subject or context on meaning thereof include its successors and assign or assigns) of the one part and M/s----- whose registered office is situated at----- (hereinafter called the 'CONTRACTOR') of the other part.

WHEREAS:

The NRDA being desirous of providing and executing certain works listed in the Notice Inviting Tender Notice, Instruction to Tenderers, General Conditions of Contract, Special Condition of Contract, Additional Special Condition of Contract, Specifications, Technical Reports, Bills of Quantities for Works, Drawings and other documents constituting the 'TENDER' and acceptance thereof, copy thereto annexed, all of which are designed to form part of this contract and are included in the term 'CONTRACT' wherever herein used.

AND WHEREAS:

The NRDA accepted the tender of the contractor for the provision and the execution of the said work at the item rates stated in Bills of quantities for works (hereinafter called the schedule of Rates upon the terms and subject to the conditions of contract).

AND WHEREAS:

The contractor has deposited with the NRDA the sum of Rs. _ (Rupees only) being the initial security deposit (valid for period till satisfactory completion of complete work) payable by him at the rate of 3 % (three percent) of contract sum and undertakes to pay the balance of the security deposit (two percent of contract sum) as retention amount by allowing the NRDA to deduct amount from the bills payable to him with rate of 5 % (five percent) provided that the total deduction together with contract deposits shall not exceed in the aggregate 5 % (five percent) of the contract sum. 50% (fifty percent) of retention amount shall be release to contractor after the satisfactory completion of one year of defects liability period and remaining 50% (fifty percent) shall be release to the contractor after the satisfactory completion of second year of defects liability period. NOW THIS AGREEMENT WITNESS AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AND DECLARED AS FOLLOWS:

1. The documents which form part of the contract will be the tender notice, general tender notice, including corrigendum to tender notice, instructions to tenderer, general conditions of contract, Additions and Deletions to general Conditions of contract, technical specifications, drawings, Bills of quantities for work, special conditions of contract, particular specification and other documents constituting a 'Tender' and acceptance thereof. It is further agreed and the works order No. dated shall constitute the contract between the parties.
2. In consideration of the payments to be made to the contractor for the work to be executed by him the contractor shall and will duly provide, execute and complete the said

work on or before the dates mentioned in the time schedule of completion of work attached to the tender documents and shall maintain the same at his own cost for the defects liability period thereafter, perform all such acts and things in the contract mentioned or described or which are to be implied therefrom or may be reasonably necessary for the completion of the said works and at the times and the manner subject to the terms and conditions or stipulations mentioned in the contract.

3. In consideration of the due provision, execution and completion of the said work, the NRDA does hereby agree with the contractor that the NRDA will pay to the contractor the respective amount for the work actually done by him at the rates quoted and such other sums as may become payable to the contractor under the provisions of the contract, such payment to be made at such time and in such manner as provided for in the agreement.
4. In consideration of the due provision, execution and completion of the said work contractor does hereby agree to pay to the NRDA the amount as may be due to NRDA for the service if any rendered by the NRDA to the contractor and such other sum or sums as may become payable to the NRDA towards loss, damage to the NRDA's equipment, materials, construction plant and machinery, including those hired to the contractor, if any as set forth in the said conditions of contract, such payments to be made at such time and in such manner as provided in the contract.
5. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in Raipur and only the courts in Raipur shall have jurisdiction to determine the same.
6. The several parts of this contract have been read by/to us and fully understood by us.

IN WITNESS WHEREAS THE PARTIES HAVE EXECUTED THESE PRESENT IN DUPLICATE THE DAY AND YEAR FIRST MENTIONED ABOVE.

**SIGNED AND DELIVERED
FOR AND ON BEHALF OF NRDA**

**SIGNED AND DELIVERED
FOR AND ON BEHALF OF**

Signature _____

Signature _____

Chief Engineer (Engineering Section)

Designation

Office Seal.....

Office Seal.....

In the presence of witness

In the presence of witness-

1. _____

1. _____

Name & Address.....

Name & Address.....

2. _____

2. _____

Name & Address.....

Name & Address.....

PROFORMA OF BANK GUARANTEE FOR EMD

(Valid for minimum period of 6 (six) months)

On Rs.100/- (Rupees hundred only) Stamp Paper from a Nationalised Bank and operatable in Raipur, Chhattisgarh only

Chief Executive Officer, NRDA

Near Mahanadi Bhawan (Mantralaya) sector-19, Utility Building,Naya Raipur 492002, Chhattisgarh

- In consideration of Naya Raipur Development Authority of Chhattisgarh incorporated under Nagar Tatha Gram Nivesh Adhinyam – 1973 (No. 23, Year 1973), having its registered office Near Mahanadi Bhawan (Mantralaya) sector-19, Utility Building,Naya Raipur 492002, Chhattisgarh (herein after called 'NRDA' which expression shall unless it be repugnant to the subject or context on meaning thereof include its successors and assign or assigns) having invited tenders in connection with Contract no.-----dated-----for the execution of and in future consideration of the NRDA having consented to permit M/s- -----(Name of the tenderer) (hereinafter called "the Tenderer" which expression shall unless it be repugnant on the context and meaning thereof include his heirs, executors, administrators and assign/ assigns) to deposit the Earnest Money Deposit of Rs.- -----.(Rupees.....in in the form of an unconditional and irrevocable Bank Guarantee furnished by a Nationalised Bank and operatable in Raipur, Chhattisgarh, in accordance with the conditions of the said notice inviting the tenders.)

We the Bank of , constituted and established under the banking Companies Act. Acquisition and Transfer undertaking Act 1970 a company incorporated under Companies Act 1956 and Nationalised Bank, within the meaning of Reserve Bank Act 1934, Clause (e) of Section 2 having our Head office at do and hereby guarantee, undertake and agree to pay the NRDA a sum of Rs. (Rupees) in the event of the tenderer revoking his tender or; offer or vary or modify any conditions stipulated in, more particularly specified in para 3.4 of the tender notice inviting tenders;

Or further, in the event of the tender failing or omitting to deposit the Initial Security Deposit in accordance with Condition No. 9 of the General Conditions of Contract, Special Conditions of Contract and Additional Special Conditions of Contract.
- We, Bank of ----- further agree that the NRDA shall be sole judge of and as to whether the Tenderer has committed any breach or breaches of any of the terms and conditions of the said Tender and the extent

Signature of Contractor.....

Signature of NRDA.....

of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the NRDA on account thereof and the decision of the Chief Executive Officer, NRDA that the Tenderer has committed such breach or breaches and as to the amount or amounts of losses, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the NRDA from time to time shall be final and binding on us.

2. We the said Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that the said tender shall be made valid for acceptance by the NRDA and till all the dues of the NRDA under the said Tender or by virtue of any of the terms and conditions governing the said Tender have been fully paid and it's claims satisfied or discharged and till Chief Executive Officer, NRDA certifies that the terms and conditions of the said Tender have been fully and properly carried out by the Tenderer and accordingly discharges this guarantee subject, however, that the NRDA shall have no claim under this Guarantee after completion of the work or from the date of cancellation of the said contract, as the case may be, unless a notice of the claim under this Guarantee has been served on the Bank before the expiry of the said period of **12 (twelve)** months from the date of receipt of tender i.e. in which case the same shall be enforceable against the Bank notwithstanding the fact that the same is enforced after the expiry of the said period of **12 (twelve)** month from the date of receipt of tender i.e.

3. The Chief Executive Officer, NRDA shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee of Indemnity, from time to time to vary any of the terms and conditions of the said Tender or to extend time for performance by the contractor or to postpone for any time and from time to time any of the power exercisable by it against the tenderer and either to enforce or forbear from enforcing any of the terms and conditions governing the said Tender or securities available to the NRDA and the said Bank shall not be relieved from its liability under these presents by an exercise by the NRDA of the liberty with reference to the matters aforesaid or by reason of time being given to the Tenderer or any other forbearance act or omission on the part of the NRDA or by indulgence by the NRDA to the Tenderer or of any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the Bank from its such liability.

4. It shall not be necessary for the NRDA to proceed against the Tenderer before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which the NRDA may have obtained or obtain from the Tenderer shall at the time when proceedings are taken against the Bank hereunder be outstanding or unrealized.

5. We, the said Bank lastly undertake not to revoke this Guarantee during the currency except with the previous consent of the NRDA in writing and agree that any change in the constitution of the Tenderer or the said bank shall not discharge liability hereunder.
6. Our liability under this Bond is restricted to Rs. _____ and it will remain till the _____. Unless a claim ~~under~~ this guarantee is made within 6 (six) months from _____ before that date all your rights under the said Guarantee shall be forfeited and we shall be relieved and discharged from all liability thereunder.
Dated this _____ the day of _____
- 7 This Bank Guarantee is deemed to be furnished at Raipur and only the Courts in Raipur shall have jurisdiction to determine the same.
- 8 This Bank Guarantee shall, if invoked, be encashable at -----(Bank Name) and Branch -----at- Raipur(Branch Code-----).

Signed this _____ the day of _____

For and on behalf of the Bank
the above Guarantee is accepted by

Date: _____

For
(Name and designation)

* * * * *

**FORM OF BANK GUARANTEE IN LIEU OF INITIAL SECURITY DEPOSIT IN
INDIVIDUAL CONTRACTS**

(On Rs.100/- (Rupees hundred only) Stamp Paper from a Nationalised Bank
and operatable in Raipur, Chhattisgarh only)

To
Chief Executive Officer, NRDA Near
Mantralaya Mahanadi Dwar Raipur
492 001, Chhattisgarh

1- In consideration of the Naya Raipur Development Authority of Chhattisgarh incorporated under Nagar Tatha Gram Nivesh Adhinyam – 1973 (No. 23, Year 1973), having its registered office Near Mahanadi Bhawan (Mantralaya) sector-19, Utility Building, Naya Raipur 492002, Chhattisgarh (hereinafter called "NRDA" which expression shall unless repugnant to the subject or context include its successor and assigns) having agreed under the terms and conditions of Contract No----- dated -----made between
.....
..... (hereinafter called "the Contractor" which expression shall unless repugnant to the subject or context include his heirs, executors administrators and assigns/its successors and assigns) and the NRDA in connection with-
.....(
hereinafter called "the Said Contract") to accept a Deed of grantee as herein provided for Rs.----- form a Nationalised Bank and operatable in Raipur, Chhattisgarh in lieu of the initial security deposit to be paid by the Contractor for the due fulfillment by the Contractor of the terms and conditions contained in the said Contract, We the bank----- constituted and established under the Banking Companies Acquisition and Transfer of Undertaking Act 1970 (hereinafter referred to as "the said Bank") and having our Head Office at
.....at the request of(contract(s) do hereby undertake to pay to the NRDA an amount not exceeding Rs.-----against any loss or damage caused to or suffered or would be caused to or suffered by the NRDA by reason of breach or breaches by the said Contractor(s) of any of the terms and conditions contained in the said agreement, and to unconditionally pay the amount claimed by the NRDA on demand and without demur to the extent expressed.

2- "We.....(name of Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the NRDA stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the NRDA by reason of breach by the said contractor(s) of any of the terms or

Signature of Contractor.....

Signature of NRDA.....

conditions contained in the said Agreement or by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

- 3- "We.....(name of Bank) further agree that the Chief Executive Officer, NRDA shall be the sole judge of and as to whether the contractor has committed any breach or breaches of any of the terms and conditions of the said contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the NRDA on account thereof and the decision of the Chief Executive Officer, NRDA that the Contractor has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the NRDA from time to time shall be final and binding on us.
- 4- We undertake to pay to the Chief Executive Officer, NRDA any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s)/ supplier(s) in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the contractor(s)/supplier(s) shall have no claim against us for making such payment.
- 5- "We.....(indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the NRDA under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Chief Executive Officer, NRDA certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the..... we shall be discharged from all liability under this guarantee thereafter.
- 6 - "We.....(indicate the name of Bank) further agree with the Chief Executive Officer, NRDA shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and condition of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the NRDA against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act or commission on the part of the NRDA or any indulgence by the NRDA to the said Contractor(s) or by any such matter or

thing whatsoever which under the law relating to sureties would, but for this provisions have effect of so relieving us.

7- This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/ Supplier(s)

8- "We.....(indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the NRDA in writing.

9- This guarantee is valid tillunless a suitable action to enforce the claim under this guarantee is made within 6 (six) months from all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

10 This Bank Guarantee is deemed to be furnished at Raipur and only the Courts in Raipur shall have jurisdiction to determine the same.

11 This Bank Guarantee shall, if invoked, be encashable at (Bank Name) and Branchat- Raipur(Branch Code-----).

Signed this _____ the day of _____

For and on behalf of the Bank
the above Guarantee is accepted by

Date: _____

For
(Name and designation)

PERFORMANCE GUARANTEE OF THE PROJECT

(On Rs.100/- (Rupees hundred only) Stamp Paper duly Notarised

In consideration of Naya Raipur Development Authority of Chhattisgarh incorporated under Nagar Tatha Gram Nivesh Adhinyam – 1973 (No. 23, Year 1973), having its registered office near Mahanadi Bhawan(Mantralaya), Sector-19, Utility Building Naya Raipur 492 002 Chhattisgarh (hereinafter referred to as the 'NRDA', which expression shall unless it be repugnant to the context or

meaning awarded to M/s.....a partnership/ proprietorship/ Pvt. Ltd./ Ltd. firm carrying in such name and style the business of supply and installation of signage (hereinafter referred to as 'the Contractor' which expression shall, unless it be repugnant to the context or meaning thereof, include its partners or partner/ proprietor for the time being or its surviving partner or his heirs and executors) for the supply and installation of signage of HEAD OF DEPARTMENT Building, Naya Raipur, Chhattisgarh at an estimated cost of Rs. crores and in compliance with the terms and conditions of the said contract.

We, M/s..... being the contractor do hereby furnish guarantee of the performance of the supply and installation of signage for the purpose for which it has been constructed. We further guarantee the performance of entire signage structure and mechanism, all hardwares, etc. We further guarantee that the signage supplied and installed by us is free of any type of defects such as dampness as per Annexure – A of Section - IV after the certified completion of the Project by NRDA.

It is hereby agreed and declared that the CE (Engg) of the NRDA or any officer acting as such CE (Engg) of the NRDA shall be the Competent Authority to decide upon the question as to the defects in the supply and installation of signage and the remedy to be applied by the contractor for their rectification at their cost and the decision of CE (Engg) shall be final, conclusive and binding upon both the NRDA and the Contractor.

We hereby agree and undertake irrevocably and unconditionally to carry out duly each and every decision, order, direction or instruction as may be issued by the said CE (ENGG) or as the case may be, the officer of the NRDA in this behalf and to rectify properly and promptly the defect found by him at Contractors cost and expenses irrespective of the fact that, NRDA and/or Project Manager have checked, supervised and approved the work.

In the event of failure of Contractor to carry out the repairs and rectifications as per the decision of CE (ENGG), the NRDA will be at liberty to carry out the repairs and rectification works at the risk and cost of the contractor.

FOR AND ON BEHALF OF M/s.....RAIPUR

Date.....

Notary Chhattisgarh State

BEFORE ME

Noted and Registered at Serial Number

Accepted By

For and on Behalf of

Chief Executive Officer, NRDA, Near Mahanadi Bhawan(Mantralaya), Sector-19, Utility Building Naya Raipur 492 002 Chhattisgarh

* * * * *

Signature of Contractor.....

Signature of NRDA.....

INDEMNITY BOND

In consideration of Naya Raipur Development Authority of Chhattisgarh incorporated under Nagar Tatha Gram Nivesh Adhiniyam – 1973 (No. 23, Year 1973), having its registered office Near Mahanadi Bhawan(Mantralaya), Sector-19, Utility Building Naya Raipur 492 002 Chhattisgarh, (hereinafter referred to as 'the NRDA', which expression shall unless it be repugnant to the context or meaning awarded to M/s..... a partnership/ proprietorship/ Pvt. Ltd./ Ltd. firm carrying in such name and style the business of supply and installation of signage (hereinafter referred to as 'the Contractor' which expression shall, unless it be repugnant to the context or meaning thereof, include its partners or partner/ proprietor for the time being or its surviving partner or his heirs and executors) for the supply and installation of signage of HEAD OF DEPARTMENT Building, Naya Raipur, Chattisgarh at an estimated cost of Rs. _____ crores and in compliance with the terms and conditions of the said contract.

We, M/s ----- being the contractor do hereby agree and undertake and indemnify and save harmless the NRDA in consequence of the manufacturing defect, latent manufacturing defect and construction defect found in the supply and installation of chairs and sofas at any time in a period of 2 (two) years commencing with the grant of completion certificate by the NRDA to the Contractor in accordance with and subject to the provision of the said contract.

It is hereby agreed and declared that the CE (ENGG) of the NRDA or any officer acting as such CE (ENGG) of the NRDA shall be the Competent Authority to decide upon the question as to the defects in the supply and installation of signage and the remedy to be applied by the contractor for their rectification at their cost and his decision shall be final, conclusive and binding upon both the NRDA and the Contractor, provided that the CE (ENGG) shall so decide after giving an opportunity to the Contractor to represent his case.

We hereby agree and undertake irrevocably and unconditionally to carry out duly each and every decision, order, direction or instruction as may be issued by the said CE (ENGG) or as the case may be, the officer of the NRDA in this behalf and to rectify properly and promptly the defect found by him irrespective of the fact that, NRDA and/or Project Manager have checked, supervised and approved the work.

In the event of failure of Contractor to carry out the repair and rectifications as per the decision of CE (ENGG), the NRDA will be at liberty to carry out the repair and rectification works at the risk and cost of the Contractor.

FOR AND ON BEHALF OF M/s.....RAIPUR

Date.....

Notary Chhattisgarh State

BEFORE ME

Noted and Registered at Serial Number

Accepted By

For and on Behalf of

Chief Executive Officer, NRDA, Near Mahanadi Bhawan(Mantralaya), Sector-19, Utility Building Naya Raipur 492 002 Chhattisgarh

INDENTURE BOND

(On Stamp Paper of Rs.100/- (Rupees hundred only) duly notarized

To

Chief Executive Officer,

NRDA Near Mahanadi Bhawan(Mantralaya),

Sector-19, Utility Building Naya Raipur 492 002 Chhattisgarh

THIS INDENTURE made on the day of..... between M/s..... (hereinafter called the 'CONTRACTOR' which expression shall where the context as admits or implies be deemed to include his heirs, executors, administrators and assigns) of the One Part and Naya Raipur Development Authority of Chhattisgarh incorporated under Nagar Tatha Gram Nivesh Adhinyam – 1973 (No. 23, Year 1973), having its registered office near Near Mahanadi Bhawan(Mantralaya), Sector-19, Utility Building Naya Raipur 492 002 Chhattisgarh (hereinafter called the NRDA, which expression shall where the context so admits or implies be deemed to include its successors and assigns) of the Other Part.

WHEREAS

1. The Contractor have entered into a contract dated with the NRDA for the supply and installation of signage of "HEAD OF DEPARTMENT Building, Naya Raipur, Chhattisgarh." on conditions set out therein.
2. The Contractor have applied to the NRDA that he be allowed advance on the security of materials absolutely belonging to him and brought by them to the site of the work for use in the construction of such of the works as he had undertaken to execute at stipulated rates and aforesaid nature. The quantities and other particulars of the materials on the security of which the advance or advances are made being detailed in Part-II of the Running Account Bill for the said works.

NOW THIS INDENTURE WITNESSTH :

That in pursuance of the said contract and in consideration of the sum of Rs.-/- (Rupees only) paid on or before the execution of these presents to the Contractor both hereby acknowledge) and of such further advance (if any) as may be made to him as aforesaid the contractor both hereby covenant and agree with NRDA and declare as follows:-

1. That the said sum of Rs.-/- (Rupeesonly) advanced by NRDA to the Contractor aforesaid and all or any further sum or sums advanced as aforesaid shall be employed by the contractor in or towards expenditure the execution of the said works and for no other purpose whatsoever.
2. That the materials detailed in the said Running Account Bill which have been offered to and accepted by the NRDA as security are absolutely the Contractor's own

Signature of Contractor.....

Signature of NRDA.....

property and free from encumbrances of any kind and the Contractor shall not make any application for or receive a further advance from the NRDA on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the contractor indemnifies the NRDA 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 bill and all other materials on the security of which any further advance or advances may hereinafter be made as aforesaid (hereinafter called the said 'materials') shall be used by the contractor solely in the execution of the said works in accordance with the directions of the Manager of NRDA/ Engineer (hereinafter called the 'Manager') and the terms of the said contract.
4. That the contractor shall make at their own cost all necessary and adequate arrangement for the proper watch, safe, custody and protection against all risks of the said materials and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the contractor's custody and on their own responsibility and shall at all time be open to inspection by the Manager or any officer authorised by him. In the event of the said materials or any part thereof being stolen, destroyed or damaged, the contractor shall forthwith replace or repair the same as required by the Manager of NRDA/ Engineer.
5. That the said materials shall not on any account be removed from the site of works except with the written permission of the Engineer or an officer authorised by him in that behalf.
6. That the advance shall be repayable in full when or before the contractor received payment from the NRDA of the price payable to him for the said works under the contract provided that if any intermediate payments are made to the contractor on account of work done then on the occasion of each such payment the NRDA will be at liberty to make a recovery from the contractor's bill for such payment by deducting there from the value of the said materials then actually used in the construction and in respect of which recoveries has not been made previously the value for this purpose being determined in respect of each description of materials at the rate of which the accounts of the advance 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 respect of any of the terms and provision of the said contract or of these presents, the total amounts of the advance or advances that may still be owing in the NRDA shall be immediately on happening of such default be repayable by the contractor to the NRDA together with interest thereon at 12 % (twelve percent) per annum from the date of repayment and with all costs, charges, damages and expenses incurred by the NRDA in or for the recovery thereof on the enforcement of this security or otherwise by reason of the default of the contractor and the contractors hereby covenants and agree with the NRDA to repay and pay the same respectively to the NRDA accordingly.
8. That the contractor hereby hypothecates all the said materials with the

repayment to the NRDA of the said sum of Rs. (Rupees only) and any further sum or sums advanced as aforesaid and all costs, charges, damages, and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said Agreement and without prejudice to the powers contained therein if and whenever the convenient for payment or repayment herein before contained shall become enforceable and the money owing shall become enforceable and the money owing shall not be paid in accordance herewith the NRDA may at any time thereafter adopt all or any of the following courses as it may deem fit.

- a) Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the contractor in accordance debiting the contractor with the actual cost of the effecting such completion and the amount due in respect of advance under these presents and crediting the contractor with the value of work done as if he had carried it out in accordance with the said contract and the rates hereby provided. If the balance is against the contractor he is to pay same to the NRDA on demand.
- b) Remove and sell by public auction the seized materials on any parts thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable to the NRDA 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 deposit or any sum due to the contractor under the said contract.
- d) Recovery through Revenue Recovery Certificate (RRC) issued by NRDA to respective collector of the District.

- 9. That except in the event of such default on the part of the contractor as aforesaid interest on the said advance shall be payable.
- 10. The contractor shall execute a promissory note for the sum of Rs. _/- (Rupees only) in favour of the CEO, NRDA to provide a collateral security for the payment of the advance made or to be made to the contractor.

IN WITNESS WHEREOF THE SAID M/s AND NAYA RAIPUR DEVELOPMENT AUTHORITY. HAVE HEREUNTO SET THEIR RESPECTIVE HANDS THE DAY AND YEAR FIRST ABOVE WRITTEN

SIGNED SEALED AND DELIVERED BY THE SAID CONTRACTOR IN THE PRESENCE OF;

- 1.
- 2.

SIGNED SEALED AND DELIVERED BY THE ENGINEER WITHIN NAMED NAYA RAIPUR DEVELOPMENT AUTHORITY BY THE HAND OF SHRI NRDA IN THE PRESENCE OF

- 1.
- 2.

PROMISSORY NOTE

(On Rs. 100/- (Rupees hundred only) Stamp Paper duly Notarised)

In terms of para 10 of indenture bond I/ we promise to pay a sum of Rs. _ _/-
(Rupees only) as a collateral security for NIT No.:

..... for the work - DESIGNING, MANUFACTURING SUPPLYING,
INSTALLATION, TESTING AND COMMISSIONING OF SIGNAGE FOR HEAD OF DEPARTMENT BUILDING AT
CAPITOL
COMPLEX, NAYA RAIPUR

Signature _____
for _____

* * * * *

PROFORMA AGREEING TO GENERAL CONDITIONS OF CONTRACT

It is hereby agreed that the General Conditions of Contract comprising conditions Nos. 1 to 83 and Annexure 'A', 'B' & 'C' with latest amendments forms part of this contract and I/ we agree to abide by the conditions therein.

I/ We have read and understood the said General Conditions of Contract and my/ our signature(s) hereunder amounts to my/ our having signed the above referred General Conditions of Contract and Annexure 'A', 'B' & 'C' as forming part of this contract.

This is to confirm that I have read all the General Conditions of the Contract and understood the same.

Signature of Tenderer

For
Chief Engineer (Engg), NRDA Date

Date :

* * * * *

FORM – IV
(Declaration and Undertaking by the Contractor for completion of work)
Time Schedule for Completion of work/ works

I / We hereby declare and give undertaking that, the work covered under Volume I to Volume IV including Addendum/ Corrigendum (if any) of the Contract Document shall be completed in all respect including monsoon within the time limit of 6 weeks from the date of issue of the Work Order.

Signature of Tenderer

Date :

* * * * *

Signature of Contractor.....

Signature of NRDA.....

FORM – V
(Declaration and Undertaking regarding site visit before submission of tender)

I/ We hereby declare that I/ We have studied all the specifications, terms and made myself/ ourselves acquainted with site conditions, site area of execution, surrounding level, access to the site and availability of labour, basic material, water, electricity, etc. and all other existing circumstances relevant to the performance of this contract before submitting the tender.

Signature of Tenderer

Date :

* * * *

Signature of Contractor.....

Signature of NRDA.....

SECTION – IV
GENERAL CONDITIONS OF CONTRACT
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PART – I

INTERPRETATIONS AND DEFINITIONS

1.0 Singular and Plural :

Where the context so requires, words importing the singular shall also mean the plural and vice versa.

2.0 Headings and Marginal notes to conditions :

Headings and Marginal notes to these general conditions shall not be deemed to form thereof or be taken into consideration in the interpretation or construction thereof of the contract.

3.0 Gender :

Words importing the masculine gender shall also include the feminine gender.

4.0 Definitions :

4.1 The '**Chief Executive Officer, NRDA**' shall mean the Chief Executive Officer of the Naya Raipur Development Authority, Raipur for the time being holding that office and also his successors and shall include any officer authorized by him.

4.2 The '**Contract**' shall mean the notice inviting the tender, the tender and acceptance thereof and the formal agreement, if any, executed between the Chief Executive Officer, NRDA and the Contractor together with the documents referred to therein including these conditions and appendices, and any special conditions, the specifications, designs, drawings, price schedules, bill of quantities and schedule of rates. All these documents taken together shall be deemed to form one contract and shall be complementary to one another.

4.3 The '**Contractor**' shall mean the individual or firm or company, whether incorporated or not, undertaking the works and shall include legal representatives of such individual or persons comprising such firm or unincorporated company or successors of such firm or company, as the case may be and permitted assigns of such individual or firm or company.

4.4 The '**Contract Sum**' shall mean:

- i) In case of percentage rate contracts the estimated value of works as mentioned in the tender adjusted by the contractor's percentage.
- ii) In the case of item rate contract the cost of the works arrived at after multiplication of the quantities shown in schedule of items/ quantities by the item rates quoted by the tenderer for the various items.
- iii) In the case of lump sum contract the sum for which tender is accepted.

4.5 The '**Executive Engineer, NRDA**' shall mean the '**Executive Engineer**' of the NRDA or any other officer notified as such to the contractor from time to time by the authority inviting the tenders.

4.6 The '**Engineer**' is the consultant appointed by NRDA to act as Engineer-in-charge

for the purposes of the contract or any other competent person appointed by NRDA and notified to the contractor, to act in replacement of the Engineer.

- 4.7 The '**Engineer's representative**' shall be the consultant's team leader assigned to the contract with the approval of NRDA and with written notice to the contractor.
- 4.8 The '**Chief Engineer, NRDA**' or '**CE, NRDA**' means the officer, so designated in the NRDA or any other officer who is for the time being entrusted with his functions, duties and powers by the Chief Executive Officer, NRDA and notified to the contractor.
- 4.9 The '**Inspecting Officers**' shall mean the **Chief Engineer/Superintending Engineer, NRDA** or any other officer or officers for the time being exercising their functions, duties and powers.
- 4.10 '**Excepted risks**' are risks due to riots (otherwise than among contractor's employees) and civil commotion (in so far as both these are uninsurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any act of Government, damage from aircraft, acts of god, such as earthquake, lightning and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Chief Executive Officer, NRDA or causes solely due to use or occupation by the NRDA of the works in respect of which a certificate of completion has been issued or a cause solely due to NRDA's faulty design of works.
- 4.11 The '**NRDA**' shall mean the Naya Raipur Development Authority, Raipur of Chhattisgarh under Nagar Tatha Gram Nivesh Adhiniyam – 1973 (No. 23, Year 1973).
- 4.12 The Annexures referred to in these conditions shall mean the relevant annexure appended to the tender papers issued by the NRDA.
- 4.13 The '**Site**' shall mean the land and/ or other places, on/ under, in or through which the work is to be executed under the contract including any other lands or places which may be allotted by the NRDA or used for the purposes of contract.
- 4.14 '**Urgent works**' shall mean any urgent measures which in the opinion of the **Engineer** become necessary during the progress of the work to obviate any risk of accident or failure or which become necessary for security.
- 4.15 The '**works**' shall mean the works to be executed in accordance with the contract of part(s) thereof, as the case may be, and shall include all extra or additional, altered or substituted works as required for performance of the contract

PART – II

SCOPE AND PERFORMANCE

5.0 Contract Documents:

- 5.1 The Contractor shall execute contract agreement, within a period of 15 (fifteen) days counted from the issue of the letter of acceptance from the NRDA, a formal agreement on a stamp paper in the form, more particularly provided in the tender documents.
- 5.2 The Contractor shall be furnished free of charge, two certified true copies of the contract documents and all further drawings which may be issued during the progress of the work. He shall, keep one of these documents on site in good order and the same shall at all reasonable time be available for inspection and use by the Engineer, his representative or his inspecting officer.
- 5.3 None of these documents shall be used by the Contractor for any purpose other than of this contract.

6.0 Official Secrecy:

The contractors shall take whenever required necessary steps to ensure that all persons employed on any work in connection with this contract have noticed that the Indian Official Secrets Act 1923 (XIX of 1923) applies to them and shall continue so to apply even after execution of such work under the contract.

7.0 Works to be carried out:

The work to be carried out under the contract shall, except as otherwise provided in these conditions, include all labour, material, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The description given in the schedule of works/ items/ quantities, and the Bills of Quantities shall, unless otherwise stated, be held to include waste on materials, carriage and cartage carrying in, return of empties, hoisting, setting, fitting, and fixing in position and all other labour necessary in and for the full and entire execution and completion as aforesaid in accordance with good practice and recognized principles.

8.0 Notices to Local Bodies:

The Contractor shall comply with and give all notices required under any Governmental authority, instrument; rule or order made under any Act of Parliament, State laws or any regulation or Bye-laws of any local authority or Public utility concern relating to works. He shall before making any variation from the Contract drawings necessitated by such compliance give to the Chief Engineer, NRDA a notice giving reasons for the proposed variations and obtain Chief Engineer, NRDA instructions thereon.

- 8.1 The contractor shall pay and indemnify the NRDA against any liability in respect of any fees or charges payable under any Act of Parliament, State Laws or any Governmental instrument, rule or order any regulations or Bye-laws of any local authority or public utility concern in respect of the works.

9.0 Security Deposit:

The Contractor shall pay a security deposit equal to 5 % (five percent) of the contract sum, as security, for fulfillment of the contract, unless otherwise stated in the tender documents

a) Initial Security Deposit (I.S.D.):

Out of the above total security deposit, 3 % (three percent) of the probable contract amount shall be deposited as I.S.D. at the time of signing the agreement between the Contractor and NRDA, in the form of a Bank Guarantee from a nationalised bank operatable in Raipur in favour of the 'Chief Executive Officer, NRDA, Raipur' for the time period till completion of work.

b) Retention Money:

The remaining 2 % (two percent) amount of the security deposit shall be recovered as Retention Money from the contractor's 2nd running bill onwards at the rate of 5 % (five percent) and such retention together with the contract deposit made as aforesaid shall not exceed in the aggregate 5 % (five percent) of the contract sum after which such retention will cease.

c) All compensation or other sums of money payable by the contractor under the terms of this contract or on any other account whatsoever may be deducted from or paid by the sale of a sufficient part of this security deposit/ retention money or from the interest arising there from or from any sums which may be due or may become due to the contractor by the NRDA on any account whatsoever, and in the event of his security deposit/ retention money being reduced by reason of any such deduction or sale as aforesaid, the contractor shall within 14 (fourteen) days of receipt of notice of demand from the Chief Executive Officer, NRDA make good the deficit.

In the event of the said deposit having been made by the contractor by delivery to the NRDA of the General Undertaking and Guarantee of the Bankers of the Contractor, and of the contractor under any of the provisions of this contract becoming subject to or liable for any penalty or damages liquidated or unliquidated or of the said deposit becoming forfeited any breach or failure or determination of contract, then and in such case the amount of any such penalty or damages and the deposit so forfeited is not previously paid to the Chief Executive Officer, NRDA, shall immediately on demand be paid by the said Bankers to and may be forfeited by the Chief Executive Officer, NRDA under and in terms of the said General Undertaking and Guarantee.

d) Refund of Security Deposit:

The Initial Security Deposit of 3 % (three percent) shall be refunded to the contractor along with the amount of the final bill unless the Chief Engineer, NRDA is of the opinion that in order to safeguard against defects and pending claims against the contractor it is necessary to retain more than the amount retained as retention money.

On expiry of defects liability period or on payment of the amount of Final Bill payable in accordance with, the condition 74, whichever is later, the Chief Executive Officer, NRDA shall, on demand from the contractor, refund to him the remaining portion of the security deposit/ retention money provided that the Chief Executive Officer, NRDA is satisfied that there is no demand outstanding against the contractor.

10.0 Inspection of Site and Sufficiency of Tender:

- a) The contractor shall inspect and examine the site and its surrounding and shall satisfy himself before submitting his tender (so far as is practicable), the form and nature of the site, the quantities and nature of the work and materials necessary for the completion of the works and means of access to the site, the accommodation he may require and in general, shall himself obtain all necessary information as to risk contingencies and other circumstances which may influence or affect his tender.
- b) The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the schedule of work/ items/ quantities or in Bill of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for proper completion and maintenance of the works
- c) No extra charges consequent on any misunderstanding or otherwise shall be allowed.
- d) If the NRDA shall not deliver to the contractor the site of the contract work for any reason whatsoever at the agreed time, delaying the commencement of the contract work or part thereof not beyond 50 % (fifty percent) of the contracted period for completion such omission of the NRDA shall not be a breach of any of its obligations under the contract and the contractor shall not be entitled to claim from the NRDA compensation for loss or damage, if any, caused thereby, but shall be entitled to a rateable extension of the period agreed for the completion of the contract work. If the contractor shall claim to have been obstructed in the execution of the contract work by any act of lawlessness on the part of any person other than an agent or servant of the NRDA, the contractor shall exclusively deal with such act by the due process of law but shall not be entitled to attribute thereby the breach of any obligation under the contract to the NRDA and to claim from the NRDA compensation for damage or loss, if any thereby suffered, but shall only be entitled to an appropriate extension of period agreed for the completion of the contract work. Provided that the contractor has reported to the local police authorities and the NRDA, every such act of Obstruction with particulars soon after its occurrence and the NRDA has, after enquiry, found the same to be substantially true and has determined the duration of such obstruction.

11.0 NA

12.0 Contractor's office near works:

The contractor shall have an office near the works at which notice from the Inspecting Officers or the Engineer may be served, and shall between the hours of sunrise and

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sunset on all working days have a clerk or some other authorised person always present at such office, upon whom such notices may be served/ and service of any notices left with such clerk or other authorised person or at such office shall be deemed good service upon the contractor.

13.0 Instructions and notices:

Subject as otherwise provided in this contract all notices to be given on behalf of the NRDA and all other actions to be taken on its behalf may be given or taken by the Engineer or any officer for the time being entrusted with the functions, duties and power of the Engineer.

- 13.1 All instructions, notices and communications, etc., under the contract shall be given in writing and if sent by registered post to the last known place of abode or business of the contractor shall be deemed to have been served on the date when in the ordinary course of post these would have been served on or delivered to him.
- 13.2 The contractor or his agent shall be in attendance at the site(s) during all working hours and shall superintend the execution of the works with such additional assistance in each trade as the Engineer may consider necessary. 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.
- 13.3 The Engineer shall communicate or confirm his instructions to the contractor in respect of the execution of work in a 'WORKS SITE ORDER BOOK' maintained in the office of the Engineer and the contractor or his authorized representative shall confirm receipt of such instructions by signing the relevant entries in this book. If required by the contractor he shall be furnished a certified true copy of such instruction(s).
- 13.4 If the contractor fails to comply with instructions of the Engineer, the Chief Engineer, NRDA may impose such penalty for each of such default. The maximum penalty for each of such default shall not exceed Rs. 1,000/- (Rupees one thousand only) and this penalty will not prejudice the right of the NRDA or the Engineer to claim compensation under any other condition of the contract.

14.0 Use of NRDA's land:

The contractor shall not be permitted to enter (other than for inspection purposes) or take possession of site until instructed to do so by the Engineer in writing. The portion of the site to be (occupied by the contractor shall be defined and/or marked on the site plan, failing which these shall be indicated by the Engineer and the contractor shall on no account be allowed to extend his operations beyond these areas. The contractor will be allowed to use such land free of charge for the purpose of sheds, offices thereon for themselves and for the Engineer and his subordinates, and shall remove the same from the ground at the completion of the works or when required to do so by the Engineer after receiving 7 (seven) days notice. He shall make good any damage which may have been done and restore to good condition anything which may have been disturbed during the period of his occupation.

- 14.1 He shall not use or allowed to be used any such ground, sheds or offices, or any portion of the site of the works, for any other purpose than the carrying out of works under this contract. In the event of there being no plot or ground or insufficiency of ground belonging to the NRDA, available for the above purposes, the contractor shall provide other such ground at his own cost. The contractor shall, in any case, pay all taxes, which have to be paid in respect of all ground sheds or offices used as

above, and all the licence fees, etc., that may be demanded for the storage or otherwise of the various articles as per rules in force. The Contractor shall provide, if necessary or if required, on the site, all temporary access thereto and shall alter, adopt and maintain the same as required from time to time and shall take up and clear them away as and when no longer required and make good all damage done to the site.

15.0 Water Supply for works confined to one place:

- 15.1 Contractor has to arrange for water for construction works & labour hutment camp himself at his own cost.
- 15.2 If water is supplied by NRDA then 1% (one percent) amount will be deducted from every running/ pre-final bill payments during the execution of the work. Final reconciliation for water supply bill shall be effected during the payment of the Final bill.
- 15.3 The contractor has to lay down pipeline from source of water of NRDA to the site of construction work & labour camp himself at his cost and maintain them during the execution of the work.
- 15.4 NRDA does not guarantee to maintain uninterrupted water supply and that it will incumbent on the part of the contractor to make alternate arrangement of the water at its cost in the event of any break down of the water source and will not be make any claim for extension of time on account of this.

16.0 NA

17.0 Contractor's Staff:

The contractor shall employ, in and about the execution of works only such persons as are skilled and are experienced in their several trades and the Engineer shall be at liberty to object to and require the contractor to remove from the work any person, employed by the contractor in or about the execution of the works, who in the opinion of the Engineer misconducts himself or is incompetent or negligent in the proper performance of his duties and such person shall not be again employed upon the works without permission of the Engineer.

18.0 Contractor's Supervision:

The contractor shall himself supervise the execution of works or shall appoint a competent agent approved by the Engineer to act in his stead. If in the opinion of the Engineer the contractor has himself not sufficient knowledge and experience to be capable of receiving instructions or cannot give his full attention to the works, the contractor shall at his own expense, employ as his accredited agent an Engineer or a suitably qualified and experienced person approved by the Engineer. The name of the agent so appointed, along with the qualifications, experience and address shall be communicated to the Engineer. The agent shall be a responsible person adequately authorised by the contractor to take decision on site and to spend money if required for procuring material and labour etc., to carry out emergency work in the interest of the contract work, if so required by the Engineer. Orders given to contractor's agent shall be considered to have the same force as if these had been given to the contractor himself, if the contractor fails to appoint a suitable agent as directed by the Engineer, the Chief Engineer, NRDA shall have full powers to suspend the execution of the works until such date as a suitable agent is appointed and the

contractor shall be held responsible for the delay so caused to the works.

19.0 Duties and powers of the Engineer-in-charge/Executive Engineer, NRDA:

The duties of the **Engineer-in-charge/Executive Engineer**, NRDA are to check, watch and supervise the work and to test and examine any material to be used on work, workmanship employed in connection with the works. He shall have no authority to order any work involving any extra payment by the NRDA or to make any variation in the works unless otherwise directed by the Chief Engineer.

19.1 Failure of the **Engineer-in-charge/Executive Engineer**, NRDA to disapprove any work or material shall not prejudice the power of the Inspecting Officer or the **Engineerincharge/ Executive Engineer**, NRDA thereafter to disapprove such work or material and to order the pulling down, removal or breaking up thereof.

19.2 If the contractor shall be dissatisfied with any decision of the **Engineer-incharge/ Executive Engineer**, NRDA, he shall be entitled to refer the matter to the Engineer who shall there upon confirm, reverse or vary such decision.

20.0 Chief Engineer's decision:

The whole of the work shall be under the direction of the Chief Engineer (Engg), NRDA whose decision shall be final, conclusive and binding on all parties to the contract, on all questions relating to the construction and meaning of plans, working drawings, sections, and specifications connected with the work.

21.0 Engineer to have powers to issue further drawings or instructions:

The **Engineer-in-charge** shall have the power and authority from time to time and at all times to make and issue such further drawings and to give such further instructions and directions as may appear to him necessary or proper for the guidance of the contractor and the good and sufficient execution of the works according to terms of the specifications, and contractor shall receive, execute, obey and be bound by the same, according to the true intent and meaning thereof, as fully and effectually as though the same has accompanied or had been mentioned or referred to in the specifications, and the Engineer may also alter or vary the levels or position of any of the works contemplated by the specifications, or may order any of the works contemplated thereby to be committed, with or without the substitution of any other works in lieu thereof, or may order any work or any portion of work executed or partially executed, to be removed, changed or altered, and if needful, may order that other work shall be substituted instead thereof and difference of expense occasioned by any such diminution or alteration so ordered and directed shall be added to or deducted from the amount of this contract, as provided under condition No.22 hereinafter.

21.1 No work which radically changes the original nature of the contract shall be ordered by the Engineer and in the event of any deviation being ordered which in the opinion of the contractor changes the original nature of the contract, he shall nevertheless carry it out and disagreement as to the nature of the work and the rate to be paid therefore shall be resolved in accordance with condition No.83.

21.2 The time for completion of works shall, in the event of any deviations resulting in additional costs over the contract sum being ordered, be extended or reduced reasonably by the CE, NRDA. CE, NRDA's decision in this case shall be final.

Signature of Contractor.....

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22.0 Rates for extra items:

Rates for such additional, altered or substituted work shall be determined as follows:

- i) If rates for additional, altered or substituted item of work are specified in the bill of quantities and rates, the contractor shall carry out the additional altered or substituted item at the same rate.
- ii) If the rate for any altered, additional or substituted item of work is not specified in the schedule of work/items quantities, the rate for such item shall be derived from the rate for the nearest similar item(s) specified therein.
- iii) NA
- iv) If the rate for any additional, altered, substituted item of work cannot be determined in the manner specified in (i) to (iii) above, then the contractor will be paid at such fair and reasonable rate or as per prevailing market rate as worked out by the Chief Engineer, NRDA on the basis of the cost of materials and cost of labour required to execute the item and allowing 15 % (fifteen percent) towards the contractor's profits and overheads. In case of any dispute with regards to rate of any additional, altered, substituted item of work, the decision of CE shall be final and in any case he should execute the item as desired by NRDA and should not hold up the work.

22 A. On receipt of letter of award of work, the contractor shall carefully study the tender specifications, drawings, the detailed description of item as well as the site conditions and bring to the notice of the Engineer in charge the inadequacies in the above, within a period of one months for consideration of extra items. The Engineer shall obtain sanction of the Chief Engineer, NRDA for the execution of extra items indicating in the proposal the approximate quantities and the rates as worked out under General Conditions of Contract No.22. The decision in this regard shall be communicated to the contractor within One month from the date of submission of his letter.

23.0 Work closed between sunset and sunrise and on Sundays and holidays:

- a) No work shall be done between sunset and sunrise or on Sundays or public holidays except with the special sanction of the Engineer in writing previously obtained and the withholding of such sanction shall be no ground of complaint on the part of contractor or cause for compensation to him, or excuse for not completing the work within the contract period. The period within the work has to be carried out and completed has been fixed in terms of this clause with the provision that the total number of hours of work permissible shall not exceed 48 (forty eight) hours in a week and in no case more than 8 (eight) hours on any working day, the actual time within which the said hours shall be worked being subject to mutual arrangement with the contractor at the commencement of the works or from time to time as may be required and provided that all works shall be stopped for rest and meals for one hour at about mid-day exclusive of the permissible hours aforesaid for the works. Though sanction may be accorded to the contractor to work on days and at times otherwise normally non-permissible under this contract the contractor shall be required to bear the cost of such supervision as in the opinion of the Engineer may be necessary at these times. It should be distinctly understood that the granting of permission to work extra hours or to work on Sundays and holidays will be entirely at the discretion of the Engineer and cannot be claimed by the contractor as matter of right.

- b) If on the other hand, the Engineer requires that the work shall be proceeded with, on days and at times otherwise normally non-permissible under this contract, the contractor shall proceed with work but he will not be required in such cases to bear the cost of the NRDA establishment employed at the time.
- c) The contractor, at all times during the continuance of this contract, shall, in all his dealings with local labour for the time being employed on the work contemplated by this contract, have due regard to all local festivals and religious or other customs and all disputes, matters and questions arising between the contractor and any of his agent on the one hand and any local labour on the other hand with respect to any matter or thing in any way connected with this contract shall be decided by the Chief Engineer, NRDA whose decision shall be final and binding on all parties.

24.0 Levels:

All levels referred to in connection with these works are based on G.T.S. levels.

25.0 Setting out the works:

The Engineer shall supply dimensioned drawings, levels and other information necessary to enable the contractor to set out the works. The contractor shall provide all setting out apparatus at his own cost, together with any reasonable numbers of labourers that may be required, and set out the works and be responsible for the accuracy of the same. The contractor shall amend at his own cost and to the satisfaction of the Engineer any error found at any stage which may arise through inaccurate setting out unless such error is based on incorrect data furnished in writing by the Engineer, in which case the cost of rectification shall be borne by the NRDA. The contractor shall protect and preserve all bench marks used in setting out the works till the end of Defects Liability period unless the Engineer directs its early removal. The contractor should also keep all setting out apparatus in good working condition throughout the period of construction work on site.

26.0 Discrepancies in drawings or specifications:

The drawings and specifications are to be considered as mutually explanatory of each other, detailed drawing being followed in preference to small scale drawings and figured dimensions in preference to scale and special conditions in preference to general conditions. Special conditions or dimensions given in the specifications shall supersede all else. Should any discrepancies however appear, or should any misunderstanding arise as to the meaning and import of the said, specifications or drawings, or as to the meaning and as to the dimensions or the quality of the materials or the due and proper execution of the works, or as to the measurement or quality and valuation of the works executed under this contract, or as extra there upon the same shall be explained by the Engineer, be binding upon the contractor and contractor shall execute the work according to such explanation (subject as aforesaid) and without extra charge or deduction to or from the contract and shall also do all such works and drawings as may be necessary for the proper completion of works as implied by the Drawings and Specifications, even though such works and things are not specifically shown and described in the said drawings and specifications.

27.0 Use of I.S.I. specifications:

In cases where no particular specifications are given for any articles to be used under the contract, the relevant specification where one exists of the Indian Standards Institution shall apply.

28.0 Inspection and approval:

All works embracing more than one process shall be subject to examination and approval at each stage thereof and the contractor shall give the notice to the Engineer or his authorised representative when each stage is ready. In default of such notice, the Engineer shall be entitled to appraise the quality and extent thereof.

- 28.1 No work shall be covered up or put out of view without the approval of the Engineer or his authorised representative and the contractor shall afford full opportunity for examination, measurement of any work which is about to be covered up or out of view before permanent work is placed thereon.
- 28.2 The contractor shall give due notice to the Engineer or his authorised representative whenever any such work for foundation is ready for examination and the Engineer or his representative shall without unreasonable delay, unless he considers it necessary and informs the contractor in writing accordingly, attend for the purpose of examining and measuring such work or examining such foundations. In the event of the failure of the contractor to give such notice he shall, if required by the Engineer uncover such work at the contractor's expense.
- 28.3 The Inspecting Officers, the Engineer and his representative shall have powers at any time to inspect and examine any part of the works and the contractor shall give such facilities as may be required for such inspection and examination.

29.0 Uncovering and making good:

The contractor shall uncover any part of the works and/or make opening in or through the same as the Engineer may from time to time direct for his verification and shall reinstate and make good such part to the satisfaction of the Engineer. If any such part has been covered up or put of view after being approved by the Engineer and is subsequently found on uncovering to be executed in accordance with the contract the expenses of uncovering and/or making openings in or through, reinstating and making good the same shall be borne by the NRDA. In any other case, all such expenses shall be borne by the contractor.

30.0 Precautions for works in thoroughfares:

While the execution of any works is in progress in any street or thoroughfare, the contractor, at his own cost, shall make adequate provision for the passage of traffic, for securing same access to all premises approached from such street or thoroughfare, and means of lighting or any other utility service which may be interrupted by reason of execution of the work. Whenever it may be necessary to stop the traffic in any street or thoroughfare permission must first be obtained from the Engineer and the contractor shall then put up such barriers and adopt such other measures or take precautions as may be necessary or as the Engineer may direct for regulation of traffic. The work shall in such case be prosecuted night and day or for as long a period as practicable if so ordered by the Engineer and with such speed and vigour as he may require so that the traffic may be impeded for as short a time as possible.

30.1 The contractor shall remove the barriers as soon as necessity for them has ceased. Care shall be taken by the contractor to cause the least possible obstruction to traffic during the progress of the work.

31.0 Precaution of existing and new construction by other agencies:

The contractor shall take necessary actions and precautions to avoid damage of any existing or new construction of any type, executed by other agencies. The contractor shall bear all the cost and take prior permission from Engineer, NRDA before executing precautionary measures

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at site. In case of any damage by the contractor, the cost of rework by other agencies shall be deducted from the RA Bills of the contractor. The decision of NRDA shall be final and binding.

32.0 Fencing, Watching and Lighting:

The contractor shall provide and maintain at his own expense all light, guards, fencing and watching when and where necessary or as required by the Engineer for the protection of the works or for the safety and convenience of those employed on the works or the public.

32.1 In the event of failure on the part of the contractor, the Engineer may, with or without notice to the contractor, put up a fence or improve a fence already put up or provide and/or improve the lighting or adopt such other measures as he may deem necessary, and all the cost of such procedures as may be adopted by the Engineer shall be borne by the contractor. In addition the Engineer may impose such fines or penalty as Engineer may deem reasonable under condition 13.

33.0 NA

34.0 NA

35.0 NA

36.0 Contractor to preserve peace:

The contractor, shall, at all times during the progress of the work, take all requisite precaution and use his best endeavors for preventing any riotous or unlawful behavior by or amongst the workers and others employed on the works and for the preservation of peace and protection of the inhabitants and the security of property in the neighborhood of the works. He shall also pay the charges of such special police (if any) as the Chief Engineer (Engg), NRDA may deem necessary.

37.0 Sanitation:

The contractor shall, at his own cost, make all necessary provisions for health and safety of his work-people. He shall, when required by the Engineer provide proper latrines, and urinals to the satisfaction of the Engineer in such numbers and in such localities as he may require and shall take all steps necessary to compel his work- people to resort to such latrines and urinals and shall dismiss from his employment and remove from the works anyone detected obeying the calls of nature in any other place than the conveniences allotted for such purposes. The said latrines shall be under the Superintendent and orders of the Engineer or his subordinates. The contractor shall on no account allow any huts erected on NRDA's property to be inhabited after sunset by anyone except the watchmen required for the works, and none of his employees, except such watchmen as aforesaid, shall sleep at night on any part of the work. In case of any offence committed by any of the work people or employees of the contractor against any of the provisions of this condition the contractor shall be liable to a penalty not exceeding Rs. 3,000/- (Rupees three thousand only) for every such offence, and the same shall be charged to the account of contractor.

37.1 Rules and regulations of local authority shall be made applicable to the contractor and all the cost and any local taxes thereof shall be borne by the contractor.

38.0 Employment of labour:

The contractor shall employ the labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the Engineer. The contractor shall not employ in connection with the work any child who has not completed his/her 18th year of age. He shall also not employ an adolescent who has not completed his 18th year unless he/ she is certified fit for work as an adult prescribed under clause (B) of sub-section (2) of section 69 of the Factories Act, 1948.

- 38.1 The contractor shall also see that all the provisions regarding employment of young persons covered by the employment of Children Act 1933 and the Factories Act, 1948, as amended from time to time, shall be fully complied with.
- 38.2 The contractor shall also see that the provisions set forth under Minimum Wages Act as amended from time to time, are fully complied with by' him and shall maintain necessary registers and records for payment of wages, overtime, etc made to his workmen as required by the Conciliation Officer (Central), Ministry of Labour, Government of India or such other authorised person appointed by the Central or State Government.

39.0 Compliance of Labour Laws/ Minimum Wages:

- a) The contractor shall pay the labourers engaged by him on the work no less than a minimum wage (which expression shall mean whether for time or piece work the respective rates of wages as fixed under the law for the time being in force).
- b) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid such minimum wage to labourers indirectly engaged on the work, including any labour engaged by the labour contractors in connection with the said work as if labourers had been immediately employed by him.
- c) The contractor shall comply with the provisions of payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Indian Factories Act, 1948 Maternity Benefit Act, 1961, or any modification thereof or any other law relating thereto and rules made thereunder from time to time; he will observe and give effect to the provisions of any law for the time being in force and regulating the rights and privileges of the labourers employed by him directly or indirectly.
- d) The contractor shall indemnify the NRDA against any payments to be made under and for the observance of the regulations, in force for the time being without prejudice to his right to claim indemnity from his sub-contractors.

40.0 Safety Provision:

The contractor shall, at his own expense, arrange for the safety provisions indicated in Annexure 'C' or as required by the Engineer, in respect of all labour directly or indirectly 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 shall be entitled to do so and recover the costs thereof from the contractor.

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41.0 Provision of first aid box:

The contractor shall, at his own, cost, provide and maintain at the site of works a standard first aid box as directed and approved by the Engineer for the use of his own as well as the NRDA staff on site.

42.0 NA

43.0 Materials:

a) Materials to be provided by the Contractor:

The contractor shall at his own expense, provide all materials required for the works other than those which are to be supplied by the NRDA.

- a.1 All materials to be provided by the contractor shall be in conformity with the specifications laid down in the contract and the contractor shall, if requested by the Engineer, furnish proof to the satisfaction of the Engineer that the materials to comply .
- a.2) The contractor shall, at his own expense and without delay supply to the Engineer, samples of materials proposed to be used in the work. The, Engineer shall within seven days of supply of samples or within such further period as he may require and intimate to the contractor in writing, inform the contractor whether the samples are approved by him or not. If the samples are not approved the Contractor shall forthwith arrange to supply to the Engineer for approval fresh samples complying with the specifications laid down in the contract.
- a 3) The Engineer shall have full powers to require removal of any or all of the materials brought to site by the contractor which are not in accordance with the contract specifications or which do not confirm in character or quality to the samples approved by him. In case of default on the part of the contractor in removing the rejected materials, the Engineer shall be at liberty to have them removed by other means. The Engineer shall have full powers to acquire other proper materials to be substituted for rejected materials and in the event of the contractor refusing to comply; he may cause the same to be supplied by other means. All costs, which may attend upon such removal and/ or substitution shall be borne by the contractor.
- a.4) The contractor shall indemnify the NRDA or any agent, servant or employee of the NRDA against any action, claim or proceedings relating to infringement or use of any patent or design rights and shall pay any royalties or other charges which may be payable in respect of any article or materials or part thereof included in the contract. In the event of, any claims being made or action being brought against the NRDA or any agent, servant, or employee of the NRDA in respect of any such matters as aforesaid the contractor shall be immediately notified thereof. Provided that such infringement shall not apply when such infringement has taken place in complying with the specific directions issued by the NRDA but the contractor shall pay any royalties or other charges payable in respect of any such use, the amount so paid being reimbursed to the contractor only if the use was the result of any drawing or specification issued after the submission of tender.
- a.5) The Engineer shall be entitled to have tests carried as specified in the contract for any materials supplied by the contractor other than those for which, as stated

above, satisfactory proof has already been produced, at the cost of contractor and the contractor shall provide at his expense all facilities which the Engineer may require for the purpose. If no tests are specified in the contract, and such tests are required by the Engineer the contractor shall provide all facilities required for the purpose and the charges for these tests shall be borne by the contractor only if the tests disclose that the said materials are not in accordance with the provision of the contract.

a.6 The cost of the materials consumed in test shall be borne by the contractor in all cases except when otherwise provided.

b) Materials to be supplied by the NRDA:

Materials which NRDA is prepared to supply are shown in the Schedule 'B' which also stipulates quantum, place of issue and rate(s) to be charged in respect thereof. If the contractor wishes to exercise an option to supply some or all of these materials himself, he shall stipulate accordingly when submitting the tender and in that event the remaining materials, if any shall be supplied by the NRDA as aforesaid. Soon after the acceptance of the tender the contractor shall agree in writing with the Engineer on a phased programme of his requirements with regard to delivery of materials. If after acceptance of tender the contractor desires NRDA to supply any further materials out of those mentioned in the Schedule and/or any other materials, such materials may be supplied by the NRDA, if available at the rates prevailing in the market or the book value including usual supervision and other charges, whichever is higher.

b. 1) Recovery of materials in full shall be effected immediately in the next payment to the contractor. The contractor may however seek an advance for materials lying on site issued by NRDA.

b. 2) For the materials listed in Schedule 'B' which the contractor does not stipulate to supply himself but requires NRDA to supply, he shall give reasonable notice in writing of his requirement to the Engineer in accordance with the agreed phased programme. Such material shall be supplied for the purpose of the contract only and value of materials so supplied at the rates specified in the aforesaid schedule shall be set off or deducted, as and when materials are consumed in terms of works for which payment is being made to the contractor from any sums then due or which may thereafter become due to the contractor under the contract. At the time of submission of bills the contractor shall certify that balance of materials supplied is available on site.

b.3) The contractor shall bear the cost of loading, transporting to site, unloading, storing under cover as required assembling and jointing the several parts together as necessary and incorporating or fixing materials in the work including as preparatory work of whatever description as may be required, and of closing, preparing, loading and returning empty cases or containers to the place of issue.

b 4) All materials issued to the contractor for in NRDA or fixing, in the works (including preparatory work) shall, on completion or foreclosure of the works be returned by the contractor at his expense, at the place of issue, after making due allowance for actual consumption, reasonable wear and tear and/or waste .

b.5) Surplus materials returned by the contractor shall be credited to him by the Engineer at the rates not exceeding those at which these were originally issued to him after taking into consideration any deteriorations or damage which may have been caused to the said materials while in the custody of the

contractor.

- b.6) If on completion of works the contractor fails to return surplus materials out of those supplied by the NRDA, then in addition to any other liability which the contractor would incur, the Engineer may by written notice to the contractor, require him to pay within a fortnight of receipt of the notice, for such unreturned surplus materials at double the issue rate. The delay in supply of materials in Schedule 'B' does not qualify the contractor for any compensation whatsoever from the NRDA, but the Chief Executive Officer, NRDA may at his discretion allow a suitable extension of time if found necessary.
- b.7) The NRDA is not liable to supply any controlled or non-controlled articles other than those mentioned in the schedule but if available in the stores the NRDA may supply the same in the interest of the work at the rates prevailing in the market or the book value including supervision and other charges, whichever is higher.
- b.8) In case of controlled or rationed materials which are not to be supplied by the NRDA the Engineer may, from time to time, issue necessary, authorization letter or forward application of the contractor for permits to the concerned authorities proving the bonafide of the contractor and dealing the works entrusted to him under this contract. If for any unavoidable reasons the work(s) is to be stopped for non-supply of such materials, the period for which the work is stopped, may be treated as non-working period. When contractor is required to procure material from suppliers of other authorities on the basis of authorisation letter issued by the Engineer the contractor shall have to pay the prevailing rates plus all other incidental charges and to bring the materials to the site of works either from the godown of the suppliers/ or their works/ or from ships or from Railway wagon etc. as the case may be at his own cost.

d) General:

If any electrical or networking item is to be supplied by the NRDA or is to be purchased from the authorised suppliers on the basis of the authority issued by the NRDA, site shall be provided with two locks on each door.

- d.1) The key of one lock at each door shall remain with the Engineer or his representative and that of the other lock with the contractor's authorised agent at site of works so that cement is removed from the godown only according to daily requirements with the knowledge of both the parties.
- d.2) The Inspecting Officer, the Engineer and his representative shall be entitled at any time to inspect and examine any material intended to be used in or on the works either. on the site or at factory or workshop or other places where such materials are assembled, fabricated or manufactured or at any place(s) where these are lying or from which these are being obtained and the contractor shall give such facilities as may be required for such inspection and examination. The materials brought on site outside working hours shall be stacked separately till they are inspected by the Engineer or his representative.
- d.3) All materials brought to the site shall become and remain the property of the NRDA and shall not be removed off the site without the prior written approval of the Engineer. But whenever the works are finally completed and advance, if any, in respect of any such material is fully recovered, the contractor shall at his own expense forthwith remove from the site all surplus materials originally supplied by him

and upon such removal, the same shall revert in and become the property of the contractor.

44.0 Stock of materials required:

The contractor shall at his own expense provide and furnish himself with sheds and yards in such situation and in such numbers as in the opinion of the Engineer are requisite for carrying on the work under this contract, and the contractor shall keep at each of such sheds and yards in such situation and in such numbers a sufficient quantity of materials in stock so as not to delay the carrying out of the works with the due expedition and the Engineer and his subordinates shall have a free access to the said sheds or yards at any time for the purpose of inspecting the stocks of materials so kept in hand and any material or articles which the Engineer may object to, shall not be brought upon or used in the work but shall be forthwith removed from the sheds or yards by the contractor at his own cost. The contractor will however be allowed to use for the above purpose the completed portion of the buildings if available.

45.0 Storage of explosives:

No explosives shall be stored within one kilometre of limit of the site. The storage of gasoline (Petrol) and other fuel, oils and other inflammable materials shall conform to the provisions of the Indian Explosives Act and the Regulations for such stores issued by the State and the Central Government.

46.0 NA

47.0 Commencement time and extension for delay:

The time allowed for execution for the works as specified in the contract documents shall be the essence of the contract. The execution of the works shall commence from the date specified by the Engineer in writing. If the contractor fails or neglects to commence the execution of the work as aforesaid the Engineer shall without prejudice to any other right of remedy be at liberty to forfeit the security deposit absolutely.

47.1 Where the contractor is required to submit a time and progress chart (in form of PERT/ CPM net works, Schedules etc.) along with the tender the Engineer may approve the chart as submitted or suggest modifications as he thinks necessary as soon as the acceptance of the tender is intimated to the contractor. The contractor shall modify the chart accordingly and obtain Engineer's approval before the commencement of the work.

47.2 In other cases the contractor shall have to prepare a time and progress chart with the approval of the Engineer prior to the commencement of the work.

47.3 The chart shall be prepared in direct relation to the time stated in contract documents for completion of items or groups of items of work and/or the contract as a whole. It shall indicate the forecast of the dates of commencement and completion of various trades or sections on the work and may be amended as necessary by agreement, between the Engineer and the contractor within the limitations of the time imposed in the contract documents.

47.4 In the event of the contractor failing to comply with this condition he shall be liable to pay as compensation as stated in condition 48.

If the work be delayed by:

- a) Force major, or
- b) Abnormally bad weather, or
- c) Serious loss or damage by fire, or
- d) Civil commotion, local commotion of workmen, strike or lock out affecting any other trades employed on the work, or
- e) Delay on the part of other contractors or tradesmen engaged by NRDA in executing works no forming part of the contract, or
- f) Non-availability of stores which are the responsibility of the NRDA to supply, or
- g) Non-availability or breakdown of tools and plants to be supplied or supplied by the NRDA, or
- h) Any other cause which, in the absolute discretion of the Engineer is beyond the Contractor's control; then upon the happening of any such event, causing delay, the contractor shall immediately give notice thereof in writing to the Engineer but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer to proceed with the work.
The original approved physical program shall be considered for arriving of compensations for delay as per Clause No.48 of this GCC. The revised physical completion program submitted from time to time with scope of the delay in the work shall not be considered for arriving at the compensation for the delay during respective billing period.

47.5 Request for extension of time, to be eligible for consideration, shall be made by the contractor in writing within 14 (fourteen) days of the happening of the event causing delay. The contractor may also, if practicable, indicate in such request the period for which extension is desired.

47.6 In any such case the Chief Executive Officer, NRDA may give a fair and reasonable extension of time for completion of individual items or groups of items of work for which separate periods of completion are specified in the contract or the contract as a whole. The decision of the General Manager, NRDA in regards to the extension will be communicated to the contractor in writing within a reasonable time.

48.0 Compensation for delay:

The period will be reckoned from the thirtieth day **after the date on which the order to commence the work** is issued to contractor. The work shall throughout the stipulated period of contract be proceeded with all due diligence, keeping in view that time is the essence of the contract.

The contractor shall be bound in all cases by the program of activities/execution and work schedule submitted by him. The milestones as agreed in the program submitted shall be strictly adhered to. In the event of the contractor failing to comply with the above conditions, the Engineer shall levy on the contractor, as compensation an amount equal to 0.5 % (zero point five percent) of the value of work (contract sum) for each week of delay, provided that

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the total amount of compensation under the provision of the clause shall be limited to 10 % (ten percent) of the value of work (Contract sum).

Provided further that if the contractor fails to achieve 30 % (thirty percent) progress in half (1/2) of original of validly extended period of time the contract shall stand terminated after due notice to the contractor and his contract finalized, with earnest money & or security deposit forfeited & levy of further compensation at the rate of 10 % of the balance amount of contract left incomplete, either from the bill, and or from available security/ performance guarantee or shall be recovered as "Arrears of land revenue".

49.0 Completion Certificate:

1) As soon as work is completed, the contractor shall give a notice of such completion to the Engineer, and within 30 (thirty) days of receipt of such notice the Engineer shall inspect the work and shall furnish the contractor with a certificate of completion indicating (a) the date of completion (b) the defects to be rectified by the contractor, and/ or (c) items for which payment shall be made at reduced rates.

49.1.1 When separate periods of completion have been specified for items or groups of items, the Engineer shall issue separate completion certificates for such items or group of items. No certificates of completion shall be issued, nor the work can be considered to be completed till the contractor shall have removed from the premises on which the work have been executed, sheds and surplus materials, except such as required for rectification of defects, rubbish and all huts, sanitary arrangements required for his workers on the site in connection with the execution of work, as shall have been erected by the contractor or the workmen and cleaned all dirt from supplied and installed product in upon or about which the work has been executed or of which he may have had possession for the purpose of execution thereof and eased shutters, drawers and sashes, hardwares, oiled lock and fastenings, labelled keys clearly and handed them over to the Engineer or his representative and made the whole premises fit for immediate occupation or use to the satisfaction of the Engineer. If the contractor shall fail to comply with any of the requirements of this condition as aforesaid, on or before the date of completion of the works, the Engineer may at the expense of the contractor fulfill such requirements and dispose off all the surplus materials and rubbish etc., as he thinks fit and the Contractor shall have no claim in respect of any such material except for any sum actually realised by the sale thereof less the cost of fulfilling the requirements and any other amount that may be due from the contractor. If the expense of fulfilling such requirement is more than the amount realised on such disposal as aforesaid, the contractor shall forthwith on demand pay such excess.

49.1.2. In case, where the work is executed to contractor's design the contractor's notice of completion as aforesaid shall have to be accompanied with carefully finished hand made cloth tracing of the work as actually executed, failing which the notice shall be deemed to have not been issued at all.

49.1.3. If at any time before completion of the entire work, items or groups of items for which separate periods of completion have been specified; have been completed, the Engineer with the consent of the contractor take possession of any part or parts of the same (any such part of parts being hereinafter or in this condition referred to as

the relevant part) then notwithstanding anything expressed or implied elsewhere in this contract. Within 30 (thirty) days of the date of completion of such items or groups of items or possession of the relevant part the Engineer shall issue a completion certificate for relevant part provided the contractor fulfils his obligation for the relevant part as in sub-para (1) above.

The defects liability period in respect of such items and relevant part shall be deemed to have commenced from the certified date of completion of such items or relevant part as the case may be.

For the purpose of ascertaining compensation for delay under condition 48 in respect of any period during which the works are not complete the relevant part shall be deemed to form a separate item or group with date of completion as given in the contract or as extended under condition 47 and actual date of completion as certified by the Engineer under this condition.

50.0 Defects Liability Period:

The contractor shall be responsible to make good and remedy at his own expense within such period as may be stipulated by the Engineer and defects which may develop or be noticed before the expiry of the period mentioned in the **Annexure 'A'** hereto from certified date of completion and intimation of which has been sent to the contractor within 5 days of expiry of the said period by letter sent by hand delivery or by registered post.

It is mandatory on the part of the contractor to carryout quarterly site visits along with Engineer for listing the type of defects in the execution of works carried out as per the Contract scope. If such visits are not carried out by the contractor through the mandatory period, then under such circumstances the defects observed and communicated from time to time even unilaterally by Engineer at later date till completions of defect liability period, the Contractor shall have to carry out necessary defects rectification works at his own cost.

The contractor shall provide a team of full-time, experienced maintenance engineers at site in the initial period of three months during occupancy of the building. The date of occupancy shall be informed to the contractor with prior notice.

51.0 Liability for defects or imperfections and rectifications thereof:

If it shall appear to the Engineer or to his representative at any time during construction or reconstruction or during the defects liability period; that any work has been executed with unsound, imperfect or unskillful, workmanship or that any material or article provided by the contractor for execution of the work are unsound or of a quality inferior to that contracted for, or otherwise not in accordance with the contract, or that any defect, shrinkage or other faults have appeared in the work arising out of defective or improper materials or workmanship the contractor shall, upon receipt of a notice in, writing in that behalf from the Engineer forthwith rectify or remove or reconstruct the work so specified in. whole or part, as the case may require or as the case may be and/or remove the materials or articles so specified and provide other proper and suitable materials or articles at his own expense notwithstanding that the same may have been inadvertently passed, certified and

paid for and in the event of his failing to do so within the period to be specified by the Engineer in his notice aforesaid, the Engineer may rectify or remove and re-execute the work and/or remove and replace with others the materials or articles complained of, as the case may be, by other means at the risk and cost of the contractor.

- 51.1 In case of repairs and maintenance work, splashes and dropping from white washing, paint etc., shall be removed and surfaces cleaned simultaneously with completion of these, items of work in individual rooms, quarters or premises etc., where the work is done, without waiting for completion of all other items of work in the contract. In case the contractor fails to comply with the requirement of this condition, the Engineer shall have the right to get the work done by other means at the risk and cost of the contractor.
- 51.2 The Engineer shall give three days notice in writing to the contractor before taking such action.
- 51.3 The Engineer reserves the right to d e c i d e the rates and prices of the works so executed by other means at the risk and cost of the Contractor.
- 51.4 The cost and expense thereby incurred including supervision charges specified in the **Annexure 'A'** on the works and also such penalty as the Engineer may impose for such wrongful conduct of the contractor which penalty, the Engineer shall be competent to impose and against the imposition of which or the amount thereof by the Engineer an appeal shall lie only with the CE(Engg), NRDA within seven days of the order in that behalf of the Engineer and the decision of the Chief Engineer shall be final and binding upon the contractor) may be deducted from any money or to become due to the contractor, under this or any other contract between the contractor and the NRDA.

52.0 NA

53.0 Contractor's Liability of Insurance:

From commencement to completion of the works, the contractor shall take full responsibility for the care thereof and for taking precautions to prevent loss or damage and to minimize loss or damage to the greatest extent possible and shall be liable for any damage or loss that may happen to the works or any part thereof and all T & P of NRDA from, any cause whatsoever (save and except the excepted risks) and shall at his own cost repair and make good the same so that at completion, the works and all NRDA's T & P shall be in good order and condition and in- conformity in every respect with the requirements of the contract and instructions of the Engineer.

- 53.1 In the event of any loss or damage to the works or any part thereof or to any T & P or to any material or articles at the site from any of the 'Excepted Risks' the following provisions shall have effect:
 - a) The contractor shall, as may be directed in writing by the Engineer remove from the site any debris and so much of the works as shall have been damaged, taking to the NRDA store such NRDA T & P articles and/or materials as may be directed.
 - b) The contractor shall, as may be directed in writing by the Engineer, proceed with the erection and completion of the Works under and in accordance with the provisions and conditions of the contract, and
 - c) There will be added to the Contract Sum, the net amount due, ascertained in the same manner as for deviations, or as prescribed for payment in respect of the reexecution of the works lost or damaged, the replacement of any T & P and of any materials and articles lost or damaged but not incorporated in the works on the day

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when the loss and damage occurred and the removal by the contractor, as provided above of NRDA T & P, articles and/ or materials to the NRDA store and of debris and damaged works referred to therein and the compensation paid by him, under any law for the time being in force, to any workman employed by him for any injury caused to him or to the workman's legal successors for loss of the workman's life.

- 53.2 Provided always that the contractor shall not be entitled to payment under the above provisions in respect of so much loss or damage as has been occasioned by any failure on his part to perform his obligations under the contract or not taking precautions to prevent loss or damage or minimize the amount of such loss or damage.
- 53.3 Without limiting the obligations and responsibilities under this condition the contractor shall insure the Works (from commencement to completion), the T & P hired to the contractor and all materials at site, to their full value (as to NRDA T & P according to the value indicated), against the risk of loss or damage from whatever cause arising other than the Excepted Risks. The said insurance shall be in the joint names of NRDA and the contractor, and the contractor shall deposit with the Engineer the said policy or policies. All money payable by the insurers under such policy or policies shall be recovered by NRDA and shall be paid to the contractor in installments by the Engineer for the purpose of rebuilding or replacement or repair of the works and/or goods destroyed or damaged as the case may be.
- 53.4 If the contractor has a blanket insurance policy for all his works and the policy covers all the items to be insured under this condition, the said policy shall be assigned by the contractor in favour of NRDA provided however if any amount is payable under the policy by the insurers in respect of Works other than the work under this contract the same may be recovered by the contractor directly from the insurers. Where a NRDA building or a part thereof is rented by the contractor he shall insure the entire building if the building or and part thereof is used by him for purpose of storing or using materials of combustible nature, as to which the decision of the Engineer shall be final and binding.
- 53.5 The contractor shall indemnify and keep indemnified the NRDA against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance of the works and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto. Provided always that nothing herein contained shall be deemed to render the contractor liable for or in respect of or to indemnify the NRDA against any compensation or damage caused by the Excepted Risks.
- 53.6 Before commencing execution of the work, the contractor shall without in any way limiting his obligations and responsibilities under this condition, insure against any damage, loss or injury which may occur to any property (excluding that of NRDA but including the NRDA building rented by the contractor wholly or in part and any part of which is used by him for storing combustible materials) or to any person (including any employee of NRDA) by or arising out of carrying out of the contract.
- 53.7 The contractor shall at all times, indemnify NRDA against all claims, damages or compensation under the provisions of payment of Wages Act, 1936), Minimum Wages Act, 1948, Employer's Liability Act, 1938, the Workmen's Compensation Act, 1923,

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Industrial Disputes' Act, 1947 and the Maternity Benefit Act, 1961 or any other industrial or labour law applicable to the workmen, or any modifications thereof or any other law relating thereto and rules made thereunder from time to time or as a consequence of any accident or injury to any workman or other persons in or about the works, whether in the employment of the contractor or not, save and except where such accident or injury has resulted from any act of NRDA, their agents or servants, and also against all cost, charges and expense of any suit action or proceedings arising out of such accident or injury and against all Sum or sums which may with the consent of the contractor be paid to compromise or compound any such claim. Without limiting his obligations and liabilities as above provided, the Contractor shall insure against all claims, damages or compensation payable under the Workmen's Compensation Act, 1923 or any modification thereof or any other law relating thereto. It is mandatory on the part of the contractor to provide insurance policy towards labourers employed at site for the entire period initially. Such policy is also desirable for workmen/ labour force during defects liability period.

- 53.8 **Provided that such insurance policy shall assure the payment of compensation of not less than Rs. 5,00,000/- (Rupees five lacs only) & Rs. 3,00,000/- (Rupees three lacs only) respectively to every workman including a casual workman employed by the contractor, at any time, for death or permanent total disablement caused to the workman in respect of which compensation is payable under the provisions of the Workmen's Compensation Act, 1923 but regardless of whether the said Act is applicable to him or not.**

The aforesaid insurance policy/ policies shall provide that they shall not be cancelled till Engineer has agreed to their cancellation.

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

- 53.9 . The contractor shall ensure that similar insurance policies are taken out his subcontractors (if any) and shall be responsible for any claim or losses to NRDA resulting from their failure to obtain adequate insurance protection in connection thereof. The contractor shall produce or cause to be produced by his sub- contractor (if any) as case may be, the relevant policy or policies and premium receipt as and when required by the Engineer.
- 53.10 If the contractor and/or his sub-contractors (if any) shall fail to effect and keep in force the insurance referred to above or any other insurance which he/ they may be required to effect under the terms of the contract then and in any such case NRDA may, without being bound to, effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by NRDA from any money due or which may become due to the contractor or recover the same as a debt due from the contractor.
- 53.11 All insurance to be effect by the contractor and/ or his sub-contractors (if any) shall be taken out only with the Government Insurance Fund, Chhattisgarh State.

54.0 Foreclosure of contract in full or in part:

If at any time after acceptance of the tender the Chief Executive Officer, NRDA shall decide to abandon or reduce the scope of the works for any reasons whatsoever and hence not require the whole or any part of the works to be carried out. he shall inform the contractor in writing to that effect and the contractor shall have no claim to any payment or compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

54.1 The contractor shall be paid at the contract rates full amount for works executed at site, and in addition, reasonable amount as certified by the Engineer for the value of such material (which material thereupon become the property of the NRDA) and also such further allowances as the Chief Engineer (Engg), NRDA may think reasonable and fair in respect of (a) any expenditure incurred by the contractor towards preliminary works etc., and (b) other reasonable and proper engagement the contractor may have entered into for carrying out the work.

55.0 Suspension of work:

- a) The contractor shall, on receipt of the order in writing of the Chief Executive Officer, NRDA suspend the progress of the work or any part thereof for such time and in such manner as the Chief Executive Officer, NRDA may consider necessary for any of the following reasons:
 - I. On account of continued non-compliance of the instructions of the Engineer or any other default on the part of the contractor, or
 - II. For proper execution of the works or part thereof for reasons other than the default of the contractor, or
 - III . For safety of the works or part thereof.
- b) The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer. If the suspension is ordered for reasons (ii) and (iii) in sub-para (a) above, the contractor shall be entitled to an extension of time equal to the period of every such suspension plus a reasonable time as decided by the Chief Executive Officer, NRDA.
- c) If the suspension is ordered for reasons of (i) in sub para (a) above, the Chief Executive Officer, NRDA shall have powers to suspend the payment under the contract. Such suspension of payment may be continued until default shall have been rectified.

56.0 Cancellation of contract in full or in part:

If the Contractor:

- a) At any time makes default in proceeding with the work with due diligence and continues to do so after notice in writing of 14 (fourteen) days from the Engineer; or
- b) Commits default in complying with any of the terms and conditions of contract and does not remedy it within 14 (fourteen) days after a notice in writing is given to him in that behalf by the Engineer; or
- c) Fails to complete the works or items with individual dates of completion, on or before the date(s) of completion and does not complete them within the period specified and a notice given in writing in that behalf be the Engineer; or

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- d) Shall offer or give or agree to give to any person in NRDA's service or to any other person on his behalf a gift or consideration of any kind as an inducement or reward for doing or for bearing to do or for having done or for borne to do any act in relation to the obtaining or execution of this or any other contract for the NRDA, or
- e) Shall obtain a contract with the NRDA as a result of ring tendering or other non bonafide methods of competitive tendering, or
- f) Being an individual, or a firm, any partner thereof, shall at any time be adjudged insolvent or have a receiving order to order for administration of his estate made against him, or shall take any proceedings for liquidation on or composition (other than voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for time being in force or make any conveyance of assignment of his effects or composition or arrangement for he benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his state or if a trust deed be executed by him for his creditors, or
- g) Being a company, shall pass a resolution or the court shall make an order for the liquidation of his affairs, or a receiver or a manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or a Engineer, or
- h) Shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 (twenty one) days, or
- i) Assigns, transfers, sublets (engagement of labour on a piece work basis or labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or attempts to assign, transfer or sub-let, the entire works or any portion thereof without the prior written approval of the Chief Executive Officer, NRDA may, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to the NRDA by written notice cancel the contract as a whole or only such items of work in default from the contract.
- ii) The Chief Executive Officer, NRDA shall on such cancellation have powers to:
 - a) take possession of site and any materials, construction; plant, implements, stores, etc., thereon and/ or
 - b) carry out the incomplete work by any means at the risk and cost of the contractor.

56.1 On cancellation of the contract in full or in part, the Chief Engineer (Engg), NRDA shall determine what amount, if any. is recoverable from the contractor for completion of works or part of the works or in case the works or part of works is not completed, the loss or damage suffered by the NRDA. In determining the amount, credit shall be given to the contractor for the value of the work executed by him upto the time of cancellation, the value of the contractor's material taken over and incorporated in the work, and use of tackle and machinery belonging to the contractor.

56.2 Any excess expenditure incurred or. to be incurred by the NRDA in completing the works or part of the works or excess loss or damages suffered or may be suffered by the NRDA as aforesaid after allowing such credit shall be recovered from any money due to the contractor on any account, and if such money is not sufficient the contractor shall be called upon in writing to pay the same within 30 (thirty) days. If the contractor shall fail to pay the required sum within the aforesaid period of 30

(thirty) days, the Engineer shall have right to sell any or all of the contractor's unused materials, constructional plant, implements, temporary buildings, etc., and apply the proceeds of sale thereof towards the satisfaction of any sums due from the contractor under the contract, and if thereafter there be any balance outstanding from the contractor, it shall be recovered in accordance with the provision of the contract.

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

56.4.1 Without prejudice to the generality of the foregoing, the amount deposited by the contractor as security deposit shall be absolutely forfeited to the NRDA for such failure or breach or determination of contract.

57.0 Termination of contract for death:

If the contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the contractor is partnership concern and one of the partners dies then unless the Chief Executive Officer, NRDA is satisfied that the legal representative of the individual contractor, the proprietor of the proprietary concern and in case of partnership, the surviving partners, are capable of carrying out and completing the contract, the Chief Executive Officer, NRDA shall be entitled to cancel the contract as to its uncompleted part without the NRDA being in any way liable to payment of any compensation to the estate of the deceased contractor and/or to the surviving partners of the contractor's firm on account of the cancellation of the contract.

57.1 The decision of the Chief Executive Officer, NRDA that the legal representative of the deceased contractor or surviving partners of the contractor's firm cannot carry out and complete the contract shall be final and binding on the parties. In the event of such cancellation the Chief Executive Officer, NRDA shall not hold the estate of the deceased contractor and/ or the surviving partners of the contractor's firm liable in damages for not completing the contract.

58.0 NA

59.0 Changes in Constitution:

Where the contractor is a partnership firm, the prior approval in writing of the Chief Executive Officer, NRDA shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu Undivided family business concern such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the work hereby undertaken by the contractor. If prior approval as aforesaid is not obtained the contractor shall be deemed to have been assigned in contravention of the condition 56 hereof and the same action may be taken and the same consequences shall ensure as provided for in the said condition 56.

60.0 Facilities to the other contractors:

The contractor shall, in accordance with the requirements of the Engineer, afford all reasonable facilities to other contractors engaged contemporaneously on separate contracts in connection with the works and for departmental labour and labour of any other

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properly authorised authority or statutory body which may be employed at the site on execution of any work not included in the contract or any contract which the NRDA may enter into in connection with or ancillary to the works.

61.0 Urgent Works:

If any Urgent Work (in respect, whereof the decision of the Engineer and in his absence that of an Inspecting Officer shall be final and binding) becomes necessary and the contractor is unable or unwilling at once to carry out, the Engineer, or the Inspecting Officer, may by his own or other work people, carry it out as he may consider necessary. If the urgent work shall be such as the contractor is liable under the contract to carry out at his expense all expense incurred on it by the NRDA shall be recoverable from the contractor and be adjusted or set off against any sum payable to him.

62.0 – 67.0 NA

PART – III
VALUATION AND PAYMENT

68.0 Records and Measurement:

The Engineer shall except as otherwise stated ascertain and determine by measurement the value of work done in accordance with contract.

- 68.1 All items having a financial value shall be entered in computerized measurement book, computerized Standard Measurement Books, Computerized level book etc., as per latest CPWD works manual as prescribed by the NRDA so that complete record is obtained of all work performed under the contract.
- 68.2 Measurement shall be taken jointly by the Engineer or his authorized representative and by the contractor or his authorised representative. Before taking measurements of any work the Engineer or the person deputed by him for the purpose shall give a reasonable notice to the contractor. If the contractor fails to attend or send an authorised representative for measurement after such a notice or fails to countersign or record the objection within a week from the date of measurement, then in any such event measurements taken by the Engineer or by the person deputed by him shall be taken to be correct measurements of the work and shall be binding on the contractor. The contractor shall, without any extra charge, provide assistance with every appliance and other things necessary for measurement.
- 68.3 Recorded Measurements shall be signed and dated by both parties each day in the Measurement Book (M.B.) on the site on completion of measurement and record by hand the following:
For NRDA "Measurements are taken by me" with signature & date.
For the Contractor "Measurements accepted by me" with signature & date.

69.0 Method of Measurement:

Except where any general or detailed description of the work in bills of quantities or schedule of works/ items/ quantities expressly shown to the contrary, bills of quantities shall be deemed to have been prepared and measurement shall be taken in accordance with the procedure set forth in the schedule of rates/ specifications notwithstanding any provisions in the relevant standard method of measurement or any general or local custom. In the case of items which are not covered by the schedule of rates/specifications, measurement shall be taken in accordance with relevant Standard Method of Measurement issued by the Indian Standards Institution.

70.0 Interim Payment:

Interim bills shall be submitted by the contractor from time to time (but at an interval of not less than one month) for the works executed, only after certification of joint measurements by the Engineer as per clause 68 & 69. The Engineer shall then arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurement of work.

70.1 Payments for amount admissible shall be made by NRDA after being certifying by the Engineer certifying the sum to which the contractor is considered entitled by way of interim payment for all the works executed, after deducting there from the amount already paid, the security deposit/ retention money and such other amounts as may be deductible or recoverable in terms of the contract. Interim Bills shall be certified by the Engineer within 2 (two) weeks of its receipt by the Engineer.

70.2 Upto 85 % (Eighty five percent only) of the value of the Interim Bill as certified by the Engineer shall be paid within 5 (Five) working days it's the receipt by NRDA.
a) 65% of payment shall be released after receipt of material at site.
b) 20% of payment shall be released after the assembling and installation of signages at site along with all satisfactory results obtained from post delivery tests.
c) Remaining 15% of payment shall be released after satisfactory completion of complete work at site.

70.3 Balance value of the Interim Bill as certified by the Engineer shall be paid within 10 (Ten) working days it's the receipt by NRDA.

71.0 Advances:

71.1 NA

71.2 NA

71.3 Secured Advance against Material:

Advances to contractor are as rule prohibited, and every endeavor should be made to maintain a system, under which no payments are made except for work actually done. Exceptions are however permitted in the following cases:

- a) Cases in which a contractor whose contract is for finished work, requires an advance on the security of materials brought to sites, Engineer may in such cases sanction advances up to an amount not exceeding 75 % (seventy five percent) of the value of material as assessed by the Engineer provided that the rate allowed in no case is more than the rate payable for the finished item as stipulated in the contract of such materials, provided that they are of imperishable nature and that a formal agreement is drawn up with the contractor under which NRDA secures a lien on the materials and is safeguarded against losses due to the contractor postponing the execution of the work or to the shortage or misuse of the materials, and against expense entitled for their proper watch and safe custody.
- b) No payment shall be made against the material, which is not going to be consumed in next 2 (two) months. Payment of such advances should be made on the certificate of an officer not below the rank of CE (Engg), NRDA/ Engineer that the quantities of materials upon which the advances are made have actually been brought to site, that the contractor has not previously received any advances on that rates for finished work have been agreed upon. Recoveries of advances so made should not be postponed until the whole of the work entrusted to the contractor is completed. They should be made from his bills for work done as the materials are used the necessary deductions being made whenever the item of work in which they are used are billed for. Before granting the above-secured advance the contractor shall sign the prescribed Indenture Bond in the prescribed form.

72. Production of Vouchers:

The contractor shall, when required by the Engineer produce all quotations, invoices, vouchers and accounts or receipts etc., to prove that the materials supplied by him are in conformity with the specifications laid down in the contract.

Signature of Contractor.....

Signature of NRDA.....

73. No interest for delayed payments due to disputes etc:

No claim for interest or 'damage will be entertained by the Chief Executive Officer, NRDA with respect to any money, or balances which may be in his hands owing to any dispute or difference, or misunderstanding between the NRDA's officers on the one hand and the Contractor on the other, or with respect to any delay on the part of the Chief Executive Officer, NRDA in making periodical or final payments, or in any other respect whatever.

- 73.1 It is distinctly understood and agreed between the parties hereto that payment for work already done is not under this contract a condition precedent to the execution of work remaining to be carried out.
- 73.2 Any interim certificate given relating to work done or material delivered/ may be modified or corrected by any subsequent interim certificate or by the final certificate. No certificate of the Engineer supporting an interim payment shall of itself be conclusive evidence that any work or materials or which it relates is/ are in accordance with the contract.

74.0 Payment of Final Bill:

The final bill shall be submitted, by the contractor within three months of physical completion of the works, No further claims shall be made by the contractor after submission of the Final Bill and these shall be deemed to have been waived and extinguished. Payment of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by the Chief Engineer (Engg), NRDA shall be made within a reasonable period as may be necessary for the purpose of verification etc

- 74.1 After payment of the final bill as aforesaid has been made the contractor may, if he so desires reconsider his position in respect of a disputed portion of the final bill and if he fails to do so within 90 (ninety) days, his disputed claim shall be dealt with as provided in the contract. Whenever any claim for the payment of a sum by the NRDA arises out of or under this contract against the contractor the same may be deducted by the NRDA from any sum then due or which at any time thereafter may become due to the contractor under this contract and failing that under any contract with the NRDA or from any other sum due to the contractor from the NRDA (which may be available with NRDA) or from his security deposit/ retention money or he shall pay the claim on demand.

75 PRICE VARIATION CLAUSE

- 75 (a) NA
- 75 (b) NA
- 75 (c) Variation in Quantities

Variation in quantities shall be permitted without any revision to the accepted contract rates to the following extent:
i) Upto (+/-) 25% variation in quantity of individual items of work provided that the value of such variation is a minimum of 10% of the accepted contract value.
ii) A total variation of (+) 10 % (ten percent) of the accepted total contract value.

The above mentioned variation shall be paid at same rate as applicable in the contract. Rates for quantities in excess of the above shall be paid at a fair market value. Such a fair market value rate shall be determined as per clause no. 22 of the GCC.

Signature of Contractor.....

Signature of NRDA.....

76.0 Over payment and under payment:

Whenever any claim for the payment of a sum by the NRDA arises out of or under this contract against the contractor the same may be deducted by the NRDA from any sum then due or which at any time thereafter may become due to the contractor under this contract and failing that under any contract with the NRDA or from any other sum due to the contractor from the NRDA (which may be available with NRDA) or from his security deposit/ retention money or he shall pay the claim on demand.

- 76.1 The NRDA reserves the right to carry out post payment audit and technical examination of the final bill including all supporting vouchers, abstracts etc.
- 76.2 If as a result of such audit and technical examination any over payment is discovered in respect of any work done by the contractor alleged to have been done by him under the contract it shall be recovered by the NRDA from the contractor by any or all of the methods, prescribed above or if underpayment is discovered the amount shall be duly paid to the contractor by the NRDA.
- 76.3 Provided that the aforesaid right of the NRDA to adjust overpayment against amount due to the contractor under any other contract with NRDA shall not extend beyond the period of two years from the date of payment of the final bill or in case the final bill is 'Minus' Bill, from the date of amount payable by the contractor under the 'Minus' final bill is communicated to the contractor.
- 76.4 Any amount due to the contractor under this contract for under payment may be adjusted against any amount then due or which may at any time thereafter become due before payment is made to the contractor from him to the NRDA on any other contract or account whatsoever.
- 76.5 All amounts whatsoever which the contractor is liable to pay to the NRDA in connection with the execution of the work shall be deemed to be arrears of land revenue and the NRDA may, without any prejudice to any of its other rights or remedy, recover the same as arrears of Land Revenue.

77.0 Receipt to be signed in firm's name by anyone or the partners:

Every receipt for money which may become payable or for any security which may become transferable to the contract under these presents shall be signed in the partnership name by anyone of the partners, be a good and sufficient discharge to the Chief Executive Officer, NRDA and the NRDA in respect of the money or security purporting to be acknowledge thereby, and in the event of death of any of the partners during the pendency of this contract, it is hereby expressly agreed that every receipt by anyone of the surviving partners shall, if so signed as aforesaid, be good and sufficient discharge as aforesaid provided that nothing in this clause contained shall be deemed to prejudice or affect any claim which the Chief Executive Officer, NRDA may thereafter have against the legal representatives of any partners so dying or in respect of any breach or any of the conditions thereof, provided also that nothing in this clause contained shall be deemed to prejudice or affect the respective rights or obligations of the contractor and of the legal representative.

78.0 to 82.0 NA

Signature of Contractor.....

Signature of NRDA.....

PART – IV
PROVISION FOR SETTLEMENT OF DISPUTES

83.0 Provision for settlement of disputes:

A] EXCEPTED MATTERSa)

a) All works under the contract shall be executed under the direction and subject to the approval in all respects of the Chief Engineer (Engg), NRDA for the time being, who shall be entitled to direct at what point or points of time and in what manner they are to be commenced and from time to time carried out.

b) The matter relating to the:

i) Measurement for the works executed and rates thereof.

ii) Quality of works or workmanship, materials used in the work,

iii) Interpretation of the drawings and specifications relating to the contract, are treated as 'EXCEPTED MATTERS'.

Except where otherwise specified in the contract, the decision of the Chief Engineer (Engg), NRDA for the time being related to the 'EXCEPTED MATTER' or as to any other question, claim, right matter or thing whatsoever, in any way arising out of or relating to the 'EXCEPTED MATTER' shall be final, conclusive and binding on all the parties to the contract subject to an appeal as per the clause (c) belowc)

c) The Contractor may within 30 (thirty) days on receipt by him of any order in respect of 'EXCEPTED MATTERS' passed by the Chief Engineer (Engg), NRDA as aforesaid appeal against it to the Co-ordination Committee concerned with the contract work provided that (i) the accepted value of the contract exceeds Rs. 50/- lacs (Rupees fifty lac only) and (ii) financial implication arising out of each of the issue is not less than Rs. 1 lac (Rupees one lac only), failing which the disputed claim / claims shall be deemed to have been waived / extinguished.

CE (Engg), NRDA as aforesaid, shall refer the appeal from the contractor in respect of excepted matter to the committee consisting of Co-ordination Committee constituted for the purpose comprising of the following members:

- Chief Executive Officer, NRDA, Chairman
- Chief Engineer, CIDCO, Member
- Chief Engineer, NRDA, Member
- Architect, Member
- Engineer, Member

A Co-ordination Committee for the sanctions of the extra items (Non-scheduled items) involved during the execution of work or any dispute arising during the execution of work, will be

the final authority for sanctions of extra items and settlement of disputes respectively. The coordination committee will be chaired by the Chief Executive Officer, NRDA.

The Committee shall give hearing to the contractor and to NRDA represented by the Chief Engineer (Engg), NRDA concerned.

B] MATTERS OTHER THAN EXCEPTED MATTERS

In the event of rejection by the concerned Engineer of any disputed claim(s) arising out of the contract and put up by the contractor during the currency of the contract or put up along with the final bill, it will be deemed that the dispute has arisen between the Contractor and NRDA. In case of such disputed claim/ claims, the contractor may appeal within 30 (thirty) days of receipt by him of any such order passed by the Engineer to the Chief Engineer (Engg), NRDA who will give an opportunity of personal hearing to the contractor as well as Engineer before giving a decision on the disputed claim/claims of the contractor within 30 (thirty) days from the receipt of the claim in the office of CE (ENGG), NRDA or mutually agreed time.

If the contractor is not satisfied with the decision of the CE (ENGG), NRDA, and the CE (ENGG), NRDA fails to give decisions within 30 (thirty) days or mutually agreed time, then he may appeal to the Chief Executive Officer, NRDA. On receipt of such appeal from the contractor, CEO, NRDA will refer the representation from the contractor to the Co-ordination Committee consisting of Chief Engineer or his nominee/ CIDCO, Chief Engineer (Engg), NRDA & Architect/ Consultant.

The Co-ordination Committee shall give an opportunity of personal hearing to the contractor as well as the Engineer before giving any decisions within 60 (sixty) days or mutually agreed time. The decision of the Committee shall be intimated to the Engineer and contractor through CE(ENGG),NRDA.

No professional lawyer shall be allowed to appear at any level of hearing including in the proceedings before the Co-ordination Committee.

C] ARBITRATION:

If any party is not satisfied with the decision of Co-ordination Committee, he can file a petition for resolving the dispute through Arbitration in the Chhattisgarh Arbitration Tribunal at Raipur. The Arbitration proceeding shall be in accordance with Arbitration and Conciliation Act 1996 or any statutory modification or reenactment thereof and the rules made there under. A reference to Arbitration Tribunal shall be no ground for discontinuing the work on the part of the contractor.

Signature of Tenderer

Chief Executive Officer, NRDA

Signature of Contractor.....

Signature of NRDA.....

ANNEXURE – A
MEMORANDUM

1	Name of work	PROVIDING & FIXING OF SIGNAGES AND NAME PLATES FOR HEAD OF DEPARTMENT BUILDING AT CAPITOL COMPLEX, NAYA RAIPUR.
2	Estimated cost of work (amount put to Tender)	Rs48.23 Lakhs (Rupees Fourty Eight lacs and Twenty Three Thousand only)
3	Earnest Money (EMD)	Rs. 1.00 lacs. (Rupees One Lakh only) in the form of a Bank Guarantee
4	Agreemented cost of work (Contract amount)	Rs. crores (Rupeesonly)
5	Security Deposit:	5% of the contract sum, as contract security, as following manner-
	(a) Initial Security (I.S.D.)	3 % of the probable contract amount shall be deposited as I.S.D. at the time of signing the agreement, in the form of a BG from a Nationalised bank operatable in Raipur in favour of the 'CEO, NRDA, Raipur' for the time period till completion of work.
	(b) Retention Money	2 % amount of the security deposit shall be recovered as Retention Money from the contractor's 2nd running bill onwards at the rate of 5 % and such retention together with the contract deposit made as aforesaid shall not exceed in the aggregate 5 % of the contract sum after which such retention will cease.
6	Performance Guarantee of the work:	a) The contractor will be required to submit Performance Guarantee for the entire Project in the prescribed proforma for a period of 2 (two) years from certified completion of the work. b) The Contractor shall submit 5 % (five percent) of the amount of work of every running and final bill in the form of a BG drawn on a Nationalized Bank operable at Raipur in favour of the 'CEO NRDA, Raipur'. <i>In absence of a Bank Guarantee equal to 5 % (five percent) of the amount of the running bill, the same will be deducted from that bill in cash and kept in deposit.</i>
7	Time allowed (period of completion) :	10 (Ten) Weeks from the date of issue of the Work Order.
9	Defects Liability Period	For all balance: 2 (two) years <i>The contractor shall provide a team of full-time, experienced maintenance engineers at site in the initial period of three months during occupancy of the building. The date of occupancy shall be informed to the contactor with prior notice.</i>

		<p><i>Maintenance Team shall be comprise of:</i></p> <ol style="list-style-type: none"> 1. <i>Maintenance Engineer-1</i> 2. <i>Supervisor-1</i> 3. <i>Skilled labour</i> 4. <i>Helper as needed.</i> <p><i>The minimum period of guarantee/warranty shall be as stated above.</i></p> <p><i>For all other works, guarantee/ warranty periods as specified under respective items, for periods beyond those stated above shall be applicable. For any items, where longer guarantee/warranty periods are available from manufacturers, the benefit of the same shall be passed on to NRDA. All guarantee/ warranty shall be obtained directly in the name of NRDA.</i></p> <p>In para 9 i.e. Defect Liability in Annexure-A : Memorandum, the following is appended :-</p> <ol style="list-style-type: none"> 1. In addition to any other detail conditions mentioned elsewhere in the tender document, the contractor shall have to replace the parts/members of the items provided, in case they are found to be defective or broken or not functioning properly without any extra cost, during the Defect Liability period. Thus these parts shall carry a replacement guarantee during the DLP in case they are found defective/malfunctioning/broken. 2. Hanging chains, studs, screws or any other hardware should be replace on same day of complaint by the contractor. For replacing contractor should provide about 1% extra qty. without any extra cost. 3. This replacement guarantee will not be applicable to the items like film and acrylic sheet.
10	Supervision charges	The value of the work to be charges as of supervision charges for the work, if got executed through other means. No extra charge shall be levied on contractor for extra working hours of client's supervisor.
11	Price Variation clause	As per clause 75 of G.C.C./ relevant clause of S.C.C/ A.S.C.C.
12	Inspecting officer	The Chief Engineer/Superintending Engineer, (Engg) NRDA
13	Engineer-in-charge	Executive Engineer (EEC-II), NRDA.

Signature of Tenderer

Chief Engineer, NRDA,

Signature of Contractor.....

Signature of NRDA.....

ANNEXURE – B SCHEDULE 'B'

Material to be issued to the Contractor by NRDA

(See Condition No. 43-B of General Condition of Contract)

Sr. No	Particular of Materials	Rate of which material will be issued	Place of Issue	Permissible wastage	Rate of recovery incase of misuse, damage, etc.
1	nil	NA	NA	NA	NA

Signature of Tenderer

For
Chief Executive Officer, NRDA, Near
Mantralaya Mahanadi Bhawan , Sector
19, Utility Block Naya Raipur
492 002, Chhattisgarh.

Date :

Date :

* * * * *

Signature of Contractor.....

Signature of NRDA.....

ANNEXURE 'C'
(See Condition No. 40.0)
SAFETY PROVISIONS

- 1) Every opening in floor of a building or in a working platform shall be provided with suitable means; to prevent fall of persons or materials by providing suitable fencing or railing with a minimum height of 1 metre.
- 2) Safe means of access shall be provided to all working platforms and other working places.
- 3) Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect public from accidents and shall be bound to bear expenses of defence of every suit, action, other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.
- 4) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
- 5) 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 a building shall be so overloaded with debris or materials as to render it unsafe.
- 6) All necessary personal safety equipment as considered adequate by the Engineer shall be available for use of persons employed on the site and maintained in a condition suitable for immediate use, and the contractor shall take adequate steps to ensure proper use of equipment by those concerned.
 - a) Those engaged in handling materials, which is injurious to eyes shall be provided with protective goggles.
 - b) Those engaged in welding works shall be provided with welder's protective eye shields.
- 7) In case of a departmental machine, Safe working load shall be notified by the Engineer. As regards contractor's machine the contractor shall notify safe working load of each machine to the Engineer whenever he brings it to site of work and get it verified by the Engineer.
- 8) Electric wiring and other dangerous parts of appliances shall be provided with efficient safe guards, hoisting appliances shall be provided with such means as will reduce to the minimum risk of accidental descent of load, adequate precautions shall be taken to reduce to the minimum risk of any part of 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, shall be provided. Workers shall not wear any rings, watches and carry keys or other materials which are good

conductors of electricity.

- 9) These safety provisions shall be brought to the notice of all concerned by display on a notice board at a prominent place at the work spot. Persons responsible for ensuring compliance with the safety provisions shall be named therein by the contractor.
- 10) Safety norms & procedures as per the provisions in ISO certificate shall be followed by the contractor.
- 11) To ensure effective enforcement of the rules and regulations relating to safety precautions, arrangements made by the contractor shall be open to Inspection by the Engineer or his representative and the Inspecting Officers.
- 12) Notwithstanding the above provision 1 to 11, the contractor is not exempted from the operation of any other Act or Rule in force.

Signature of Tenderer

For
Chief Executive Officer, NRDA, Near
Mantralaya Mahanadi Bhawan , Sector
19, Utility Block Naya Raipur
492 002, Chhattisgarh.

Date :

Date :

* * * * *

SECTION-V
SPECIAL CONDITION OF CONTRACT CONTENT

SR. NO.	PARTICULAR
1.	GENERAL
2.	SCOPE OF WORKS
3.1	ACCESS
3.2	WORKING TIMINGS
4.	DEVIATION LIMIT
5.	SUPPLY OF WATER
6.	ELECTRIC SUPPLY
7.	AGREEMENT TO KEEP OFFER OPEN
8.	MAINTENANCE LIABILITY
9.	SAMPLES
10.	NA
11.	TESTING OF MATERIAL IN OTHER LABORATORY
12.	PROVIDING CRECHE FACILITY FOR THE CHILDREN
	CONSTRUCTION LABOURS
13.	SUBMISSION OF DETAILED WORK PROGRAMME OF COMPLETION
14.	SECURITY DEPOSIT
15.	NA
16.	NA
17.	NA
18.	CONTRACTOR'S ALL RISK POLICY
19.	INDEMNITY BOND
20.	RECOVERY FOR PROVIDING EXTRA HOURS OF SUPERVISION
21.	ORDER OF PRECEDENCE
22.	ACCIDENTS
23.	INTERSTATE MIGRATION
24.	POWER OF ATTORNEY
25.	TRAFFIC
26.	ALIGNMENT AND BENCHMARKS
27.	COMPLIANCE WITH CONTRACT ACT LABOUR
28.	PREVENTION OF MOSQUITO BREEDING AT CONSTRUCTION SITE
29.	ADJUSTMENT OF ERRORS IN SCHEDULE OF RATES & QUANTITIES
30.	NA
31.	INSPECTION OF SITE AND SUFFICIENCY OF THE TENDER

SECTION – V

SPECIAL CONDITIONS OF CONTRACT

1. GENERAL

The Special Conditions of Contract are to be read in conjunction with General Conditions of Contract. If there are any variations or discrepancies or conflicting provisions, the provisions in Special Conditions shall take precedence over the provisions in the General Conditions of Contract.

2. SCOPE OF WORKS

2.1 General

2.1.1 The project consists of PROVIDING & FIXING OF SIGNAGES AND NAME PLATES FOR STATE SECRETARIAT BUILDING AT CAPITOL COMPLEX, NAYA RAIPUR.

All works will be measured and paid on item rate basis. Work involves DESIGNING, MANUFACTURING, SUPPLYING, INSTALLATION, TESTING & COMMISSIONING OF SIGNAGE FOR HEAD OF DEPARTMENT BUILDING AT CAPITOL COMPLEX, NAYA RAIPUR as detailed in drawings and specified in Volume – II and Volume – III.

NRDA reserves the right to split the tender as deemed fit for easy and efficient working of contractor.

3.1 ACCESS

The Contractors are to verify the work site details including:

- a) Access,
- b) Availability of water supply and electrical energy,
- c) Space for dumping stores and materials and
- d) Space for erection of site office,

The Contractors are deemed to have catered for all contingencies connected with the site, access, water & electricity.

3.2 WORKING TIMINGS

Working hours for project shall be 08.00 to 18.00 Hrs. For extended working hours and work on Sundays & Public Holidays written permission from CE, NRDA is mandatory.

4. DEVIATION LIMIT

Shall be as per Clause no 75(c) of the General Conditions of Contract.

5. SUPPLY OF WATER

Water will not be supplied by NRDA and the Contractor shall make his own arrangements. NRDA will give recommendatory letter to the concerned authority if so requested by the Contractor. However, NRDA shall be in no way responsible for obtaining permission and no claim on account of this will be entertained.

6. ELECTRIC SUPPLY

- a) Electric power both for construction/assembling and lighting shall not be made available to contractor. Contractor shall arrange at his own cost power with necessary switch boards, energy meter etc. and shall be responsible for their maintenance.
- (b) Further distribution by the Contractor at his cost shall be done as per approved layout. He shall provide required clearances for overhead lines to facilitate easy movement of heavy machinery such as cranes etc. These shall be shifted and rerouted at Contractors cost during execution of work if the same are found to obstruct any other work of any agency working at site or requires shifting due to unforeseen reasons.
- (c) On completion of the work the Contractor shall remove all wiring installed by him and make good to the satisfaction of Engineer if any disturbance or damage is done.
- (d) The Contractor shall employ an Electrical Agency as approved by the Engineer for carrying out this work.
- (e) The Contractor has to keep alternative arrangement ready at his own cost for any failure/ interruption of electric power that takes place and under no circumstances can this be deemed to be reason for any consequential delay in the works.
- (f) Any disputes in sharing of power obtained directly/ indirectly from CSEB with other agencies shall be resolved by the contractor at his risk and cost. NRDA shall not be responsible or a party for such disputes.

7. AGREEMENT TO KEEP OFFER OPEN

The tender shall remain open for acceptance for a period of 150 (one hundred fifty) days from the date of submission of the financial bid. The tenderer shall not withdraw his offer during this period. NRDA will forfeit the Earnest Money Deposit paid by the Contractor if the contractor withdraws his offer during validity period or does not pay the security deposit within the stipulated period of 15 (fifteen) days from the date of issue of acceptance letter.

8 MAINTENANCE LIABILITY

The Contractor shall be responsible for rectification of defects for a period as given in **Annexure `A'** from the certified date of completion by the NRDA. This period shall be known as Defects Liability period as defined in CL. No. 50 of the General Conditions of Contract. Subsequent to the taking over of the works and after it has been in use, its maintenance would be the responsibility of the Contractor. Any defects or failures during this period shall be rectified by Contractor within one week of intimation in writing. If the same is not carried out in the stipulated time, NRDA shall have the right to get it repaired departmentally or through any other agency, entirely at the risk and costs of the Contractor as detailed in the GCC clause. No.51.

9. SAMPLES

9.1 Material

- a) The Contractor shall furnish to Engineer for approval, with reasonable promptness and with reasonable time for consideration, adequate numbers of samples of all the materials to be used in the work, irrespective of whether material/product is from approved list given in tender. He shall permit and account for all costs in his quotation toward supply, testing, examination at site or at any approved place by the Engineer. The choice of approval of materials rests with NRDA unless otherwise specified.
- b) All material samples shall be delivered to the Engineer's office at the Contractor's cost. **Each sample shall be in duplicate and properly labeled as under**

- Name of Project:**
- Name of Contractor:**
- Name of Product:**
- Name of Manufacturer:**
- Item reference of BOQ:**
- Date of Submission:**

- c) Samples shall be accompanied with technical specifications/ catalogues/ test results of manufacturer.
- d) In case the Contractor intends to keep an approved sample in his possession, he shall submit additional set of samples for Engineer's approval.

9.2

- a) In order to establish the standards of acceptability for materials and finishes, the Contractor shall finish in all respect a mock up for each pro-type furniture. The material used in this shall be as approved and special attention shall be paid to establish the workmanship and finishing standards to be achieved for the project. Works such furnitures fittings and fixtures, etc. shall be provided as per drawings and specifications. All mock-ups, to be made within the building blocks and to be Approved by the Architect.
- b) The Contractor shall give notice in writing in this respect and shall obtain approval through Engineer from the CE, NRDA. Approval should be taken well in advance so as not to delay execution of work.

10. NA

11 . TESTING OF MATERIALS IN OTHER LABORATORY

11.1 As a valedictory measure, random test samples (maximum 1%) after delivery of material at site shall be sent for testing in one of the following external laboratory if demanded:

- i) Chief Engineer (PWD) Laboratory, Raipur**
- ii) National Institute of Technology, Raipur**
- iii) Govt. Engineering College, Raipur**
- iv) B.I.T., Durg**

v) Sriram Test House, New Delhi

vi) CIPET

vii) National Test House.

viii) Any other test house approved by NRDA.

Besides the certificates of test provided by various vendors as well as various test conducted in-house by the manufacturers which will be provided along with the supply of materials at site by the vendor, NRDA shall get test done in external laboratories to a maximum of 1%, subject to a minimum of one sample per item. However samples from each lot of supply shall be sent for testing at external laboratories. All other condition mentioned in relevant clause-11 of section-V in the tender shall apply. Bidder shall provide these test samples free of cost.

11.2 In case, certain testing facility for typical/ special materials are not available in Chhattisgarh, then it can be tested at a recognized laboratory anywhere in India.

11.3 All charges for testings and test samples for the above shall be borne by the Contractor. In case, the testing charges demanded by the testing authorities is not paid by the Contractor within 15 (fifteen) days, then the same will be paid by NRDA with due recovery from the Contractor's bill for the project.

11.4 **Following are the tests to be done at other laboratories as and when required by NRDA**

A. physical parameter test

B. quality test of any item or part of items

11.5 **Along with the supply of material at site, contractor shall provide all necessary test certificates for all types of material used in the work.**

12. NA

13. **SUBMISSION OF MS Project formatted Detailed Work Programme (Physical & Financial) schedule using PERT/ CPM technique OF COMPLETION**

13.1 The Contractor shall, within the stipulated time in Tender, submit to the Engineer for his approval a **MS Project formatted Detailed Work Programme (Physical & Financial) schedule using PERT/ CPM technique** covering a)

a) Descriptive note explaining sequence of various activities.

b) Network (PERT/ CPM), bar chart.

c) Total programme of supply of materials by the contractor and Employer.

d) Total cash flow indicating money to be earmarked by the Employer for the purpose of the contract.

e) Programme for supply of shop and working drawing.

13.2 **Method of Working**

After Contract award and before starting Work at the site, Contractor, NRDA's representative, and Architect shall together make a thorough survey of the area where Work under this Contract will occur and areas to be used as access ways to the Work areas. Contractor shall list, and photograph, if Contractor desires, existing conditions not requiring alterations, shall note discrepancies between Drawings

and existing conditions, and shall designate areas of storage and routes of access agreed upon by NRDA.

The Contractor shall, within the stipulated time in Tender, submit to the Engineer for his approval the following information,

- a) A general tentative lay-out plan of equipment for the execution (including materials) of work within time period stipulated in schedule.
- b) Drawings or prints showing the location of major plants and other facilities which he propose to put up at the site, including any changes in the general layout, at least 15 (fifteen) days prior to the commencement of the respective work.
- c) Layout and details of temporary works that the Contractor wants to carry out to fulfill his obligation under the contract.

13.3 Within 5 days the Engineer shall give their approval to proceed with the work, with or without modification. However acceptance of programme and method of working as submitted by the Contractor or with any modification there to in the opinion of the Engineer, shall not relieve the Contractor of any of his contractual obligation.

13.4 All these programmes and plans submitted by the Contractor and approved by the Engineer shall become part of the contract.

13.5 The acceptance of programmes as submitted by the Contractor or with any modification thereto in the opinion of the Engineer, shall not relieve the Contractor of any extension of time unless delay, if any, is expressly sanctioned by the Engineer.

13.6 **Construction Photographs**

A. General: Provide construction photographs taken, developed, printed, and mounted by a recognised commercial photographic studio or reputable photographer acceptable to Owner, in the number and type and at construction stages enumerated below:

- 1. Before Starting Work: Have photographs taken at site from different points of view sufficient in number to show site (and conditions at existing structures) but not fewer than 10 photographs.
- 2. During Progress of the Work: Have not fewer than 5 photographs taken at least once a week from points of view as necessary to show progress of construction and site development for each part of the Work. During later stages of the Work, have photographs taken from suitable locations inside the building showing the progress of various stages of the Work. Size of photographs will be 125 mm X 250mm. Photographs shall be supplied with negatives/ CD to the Engineer. Each photograph shall be attached with date of photograph and location of work. These photographs shall be from location as fixed by the Engineer at start of work.

14. **SECURITY DEPOSIT**

The Contractor shall pay a security deposit equal to 5 % (five percent) of the

contract sum as security for due fulfillment of the contract, unless otherwise stated in the tender documents. The mode of making this deposit is as under:

14.1 Initial Security Deposit (I.S.D.)

A sum amounting to 3 % (three percent) of the contract sum shall be paid immediately after receipt of intimation in writing of acceptance of tender.

- i) By way of General undertaking and Guarantee issued on behalf of the Contractor by the Nationalised bank operatatable at Raipur Branch, Chhattisgarh, provided the banker's guarantee covers the entire completion period, including extensions from time to time if any, (and provided value of contract secured is Rs.10 lacs (Rupees ten lacs only) and above. **EMD amount shall be converted to initially Security deposit.**

14.2 Retention Money:

The remaining amount of the security deposit i.e. 2 % (two percent) shall be recovered from the Contractor's 2nd running bill onwards at the rate of 5 % (five percent) and such retention together with the contract deposit made as aforesaid shall not exceed in the aggregate 5 % (five percent) of the contract sum after which the deduction will cease.

All compensation or other sums of money payable by the Contractor under the terms of this contract or any other account whatsoever may be deducted from or paid by the sale of a sufficient part of this security deposit / retention money or from the interest arising therefrom or from any sums which may be due or may become due to the Contractor by the NRDA on any account whatsoever and in the event of his security deposit / retention money being reduced by reason of any such deduction or sale as aforesaid, the Contractor shall within 14 (fourteen) days of receipt of notice of demand from the Engineer make good the deficit.

14.3 Refund of Initial Security Deposit:

14.3.1 The Initial Security Deposit of 3 % (three percent) of the Contract sum submitted as aforesaid shall be refunded to the Contractor immediately after the completion of the works, unless the CE (Engg), NRDA is of the opinion that in order to safeguard against defects and pending claims against the Contractor, it is necessary to retain more than the amount retained as retention money.

14.3.2 50% of retention amount (the retention money equivalent to an amount of two percent of the contract sum) shall be refunded to the contractor after satisfactory completion of one year of defect liability period and remaining 50% of retention amount shall be refunded to the contractor after satisfactory completion of two year of defect liability period
The decision of the CE (Engg), NRDA regarding satisfactory completion of defects liability period of 2 (two) years shall be final and binding on the contractor.

14.3.3 On expiry of defects liability or payment of the amount of final bill, in accordance with the General Condition no.74, whichever is later, the Chief Executive Officer, NRDA shall on demand from the Contractor, refund to him the remaining portion of the security deposit/ retention money, provided that the

Chief Executive Officer, NRDA is satisfied that there is no demand outstanding against the Contractor.

15. **MOBILISATION ADVANCE- NOT APPLICABLE**

16. **N.A.**

17. **NA**

18. **CONTRACTORS ALL RISK POLICY (C.A.R. POLICY)**

The successful Contractor shall take out a C.A.R. policy from approved Insurance fund administered by Directorate of Insurance. The policy so obtained shall cover the entire period of construction (including all extensions) and also shall cover the defects liability period. The policy shall be for the total contract amount including cost of free supply material by NRDA, if any.

All amounts/ charges towards premium etc. on this account shall be borne by the Contractor.

19. **INDEMNITY BOND**

The Contractor shall require to execute an Indemnity Bond for satisfactory performance of the entire project on stamp paper of Rs.100/- (Rupees Hundred only) in the format approved by the NRDA Ltd. This Indemnity Bond shall remain in force for period in Annexure A as Defect Liability period after completion of the project.

20. **RECOVERY FOR PROVIDING EXTRA HOURS OF SUPERVISION**

Clause no. 23 "A" of General Conditions of Contract shall apply to this contract except the provision on recovery for the cost of supervision beyond working hours on working days. Recovery shall be decided by CE, NRDA for providing supervision on Sundays and Public Holidays, if the Contractor desires to work on such days (with written permission/ authorization from the CE, NRDA).

21. **ORDER OF PRECEDENCE**

In case of any conflict in interpretation, the following order of precedence shall prevail:

- (a) *For any conflict between the condition of the Contract, the order of precedence shall be as under:*
 - i) *Corrigendum/addendum/amendment shall prevail over all the conditions.*
 - ii) *Additional Special Conditions shall prevail over iii) and iv) below.*
 - iii) *Special Conditions shall prevail over General Conditions of Contract.*
 - iv) *General Conditions of the Contract shall prevail over other conditions.*
- (b) *For contractual/legal matters, Contract Conditions (including Corrigendum/addendum/ amendment, Additional Special Conditions, Special Conditions and General Conditions of the Contract) read alongwith Addenda/ Corrigenda issued shall prevail over the Bills of Quantities & Technical Specification.*
- (c) *Tender Drawings shall prevail over descriptive Bills of Quantities of Volume-III (Except for material descriptions in Architectural drawings where descriptive Bills of Quantities of Volume-III shall prevail over Tender Drawings).*
- (d) *For technical details & clarification, Tender Drawings shall be read in conjunction with the Bills of Quantities and Technical Specifications.*
- (e) *For Drawings, written dimensions shall prevail over scaled dimensions.*

- (f) **In the event of any discrepancy between the Architectural, Structural, Utility Service or any other drawings, it shall be the Contractor's sole responsibility & obligation to point these out & ensure that they are executed only after complete resolution by the Architect/ Consultant. Any reworking/breaking, if required, on account of such oversight shall to be done at the Contractors own cost.**
- (g) **For items of work with similar specifications but appearing in different parts of the Bills of Quantities & where the Contractor has quoted varying rates, the item with lower rate shall be operated.**

22. ACCIDENTS

Should any accidents, fatal or otherwise occur, a detailed report about the same shall be made promptly by the Contractor to the Engineer. The Contractor should at all times during execution of work keep the NRDA fully indemnified against all risks, claims, litigations and financial burdens arising out of all incidental operations on work and accidents.

23. INTERSTATE MIGRATION

Under Interstate Migrant Workmen Act and/ or Contract Labour Act, the Contractor should obtain requisite license/ registration certificate under the Act while engaging the migrant labour from other States.

24. POWER OF ATTORNEY

The Contractor shall not issue any kind of power of attorney in favour of his Bankers for routing payments to the Contractor through Bank.

25. TRAFFIC

The Contractor shall be responsible for all claims for the accidents which may arise due to his negligence whether in stacking materials on the road or by any other reason. The contractor must comply with the following:

- A. General: Plan and control use of site and access to site in co-operation with Owner and other contractors working at site to minimize disruption of use of other facilities; portions of buildings and site areas affected by this Contract and to remain in use; and the work of other contractors.
- B. NA
- C. Use most direct route from public streets as agreed to by Owner. Construction traffic elsewhere on Owner's property is prohibited.
- D. NA
- F. Access for Fire-Fighting Equipment: Maintain.
- G. Access: Refer to other sections for requirements to keep access to site and buildings open to Owner, other contractors, and fire-fighting equipment.
- H. Use of Streets and Sidewalks on Public Property: Make arrangements with authorities having jurisdiction for use. Restrictions shall be those of the Municipal Authorities. Be solely responsible for adherence.
- J. NA
- K. Parking: Owner will issue temporary parking permits for use by construction personnel and will make available, at the location shown. Construction

personnel shall not park in any other location on Owner's property, even when bearing permits. Access to allocated parking spaces shall be by most direct route from public streets. Construction personnel shall not drive vehicles elsewhere on Owner's property and shall take the most direct pedestrian way along walks and roadways (not on lawns) from parking lot to construction site.

L. NA

M. Restricted Use of Premises: Enforce Contract requirements, local ordinances, and Owner's instructions pertaining to signs, fires, smoking, trucking, parking, and other use of premises.

N. On-Site Storage:

1. General: Extent of Work and site area available limits amount of on-site material and equipment storage. Do not unnecessarily encumber job site with excess materials or equipment and means of delivery of materials, equipment, and supplies, removal of rubbish, and, hours during which deliveries may be made. Determine, and take into account in the Work, limitations on storage space and of times, rates, and means of deliveries to and removals from the job site whether such limitations are imposed by laws, rules, ordinances, or physical conditions. Owner will not pay extra amounts due to such limitations. Co-ordinate arrangements for delivery and storage of materials.

2. Paved Areas: Do not use paved areas on Owner's property to store construction materials except where shown. Use of paved areas on public property is subject to requirements of authorities having jurisdiction, and arrangements for such use are solely Contractor's responsibility.

26. ALIGNMENT AND BENCH MARKS

The alignment of the work to be carried out under the contract shall be marked on the wall, furniture, ceiling , etc as per the drawing and as per the instructions of the Engineer. For the purpose of facilitating the work, the series of temporary bench marks in reference to the existing column and wall will have to be established. All expenses involved in the process of marking alignment on floor, checking the alignment in establishing bench marks thereon, shall be borne by the Contractor.

27. COMPLIANCE WITH CONTRACT LABOUR ACT

The successful tenderer is required to produce to the satisfaction of the CEO, NRDA a valid license issued in his favour under the provisions of the Contract Labour (Regulation & Abolition) Act 1970, before starting the work. On failure to do so, the acceptance of the tender is liable to be withdrawn and also the earnest money deposit forfeited.

The successful tenderer has to take out a Labour Insurance for the entire contract period initially from an approved Insurance Company. This insurance shall subsequently be taken out further for required labour strength for defect liability period.

28. NA

29. **ADJUSTMENT OF ERRORS IN SCHEDULE OF RATES AND QUANTITIES**

The several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scaled drawings and figured dimensions in preference to scaled dimensions. The tendered amount shall be deemed to include for the full and entire completion of the works and the Contractor shall have no claims on account of any errors.

Any error in description, quantity in Schedule of Offer or any omissions there from, shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract. Any error in amount quoted in Schedule of Offer of the price bid, shall be adjusted in accordance with the following rules contained hereinafter:

- a) In the event of discrepancy between description in words and figures quoted by the tenderer, the description in words shall prevail.
- b) In the event of an error occurring in the amount column in the Schedule of Offer of the Price Bid as a result of wrong multiplication in item rate the overall cost of work should not be exceeded due to wrong calculations and the contractor should bear it himself.
- c) All errors in totaling the amount column and in carrying forward totals shall be corrected.
- d) Any omissions to include in the totals or to carry forward the provisional sums shall be corrected.
- e) The tendered sum so altered shall for the purpose of the tender be substituted for sum originally tendered and considered for acceptance instead of the original sum quoted by the Contractor. Any rounding off of total in various section of the Schedule of Offer in the Price Bid, by the Tenderer shall be ignored.

30. N.A.

31. **INSPECTION OF SITE AND SUFFICIENCY OF THE TENDER**

If the NRDA is not in a position to deliver to the Contractors the site of the Contract work for any reason whatsoever at the agreed time, delaying the commencement of the contract work, or part thereof not beyond 50 % (fifty percent) of contract period for completion, such omissions of the NRDA shall not be breach of any its obligations under the contractor and the Contractor shall not be entitled to claim from the NRDA for loss or damage, if any, caused thereby, but shall be entitled to a reasonable extension of the period agreed for the completion of contract work. If the contractor shall be obstructed in the execution of the work by any person other than an agent or servant of the NRDA, the Contractor shall exclusively deal with such set by the due process of law but

shall not be entitled to attribute thereby the breach of any obligation under the contract to the NRDA compensation for damage or loss, if any, thereby suffered but shall be entitled to an appropriate extension of period agreed for the completion of the contract work, provided that the contractor has reported to the NRDA every such act of obstruction with particular soon after its occurrence and the NRDA has after enquiry found the same to be substantially true and has determined the duration of such obstruction.

Signature of Tenderer

Date :
* * * * *

For
Chief Executive Officer, NRDA, Near
Mantralaya Mahanadi Bhawan , Sector
19, Utility Block Naya Raipur
492 002, Chhattisgarh.
Date :

Signature of Contractor.....

Signature of NRDA.....

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SECTION – VI

ADDITIONAL SPECIAL CONDITIONS OF CONTRACT

1. PROGRESS OF WORK

The Contractor shall carry out the work as per the programme approved by the Department from time to time. He will also not be allowed to proceed with the work in a scattered manner.

2. N.A.

3. ENGINEER

3.1 Engineer for this project shall be the Engineer or the person nominated or appointed by NRDA from time to time and shall include any person duly authorised by them.

3.2 Engineer shall be responsible for the execution of the project with regards to management and supervision. Instructions issued by the Engineer to the Contractor shall be deemed to be the Employer's instructions in respect of

1. Day to day supervision including material testing using ISO formats proforma of which should be got approved from Engineer.
2. Approval of material and workmanship using ISO formats proforma of which should be got approved from Engineer.
3. Matter of urgency involving safety or protection of person or property
4. Monitoring progress of work using System Application of Projects (SAP).
5. Interpretation of drawings
6. Interpretation of specifications
7. Issue of additional drawings
8. Certification of measurements and bills and issue of certificates accordingly for interim and final bills.

3.3 Engineer shall hold monthly progress meetings at site for evaluation and execution of works. The Contractor shall assist in providing revised programmes, cash flow charts in the format required by Engineer/ NRDA.

3.4 The Engineer shall coordinate works at site of all agencies appointed by the Employer.

4 INTERIM PAYMENTS

As per clause no. 70 of General Conditions of Contract, Contractor will be paid interim bill once in a month amount upto 85 % (eighty five percent) after effecting recoveries of the bill submitted by the Contractor.

5 A ADVANCE AGAINST MATERIAL ON SITE

Interest free material advance shall be made available to the Contractor in the terms of G.C.C. Clause no. 71 and 72 for incorporating in the permanent work.

5 B ADVANCE AGAINST MACHINERY, PLANT AND EQUIPMENT FOR CONTRACTORS

No advance shall be paid against machinery, plant and equipment to the Contractor.

6. RATE FOR EXTRA ITEMS

The rates for additional, altered or substituted work shall be determined as per Clause No. 22 of General Conditions of Contract.

7. NA

8. INDEMNITY BOND, PERFORMANCE GUARANTEE, PERFORMANCE GUARANTEE FOR THE PROJECT, UNBALANCED TENDER

8.1 Indemnity Bond

The Contractor will be required to execute an indemnity bond to undertake and indemnify and save harmless the NRDA in consequence of manufacturing defect, latent manufacturing defects and construction defects found in the executed signage at any time in a period of two years commencing with the grant of completion certificate by the NRDA. The indemnity bond shall be as per the prescribed proforma.

8.2 NA

8.3 NA

8.4 Performance Guarantee of the Project:

a) The contractor will be required to submit Performance Guarantee for the entire Project in the prescribed proforma for a period of 2 (two) years from certified completion of the work.

b) The Contractor shall submit 5 % (five percent) of the amount of work of every running and final bill in the form of a Bank Guarantee drawn on a Nationalized Bank operable at Raipur in favour of the 'Chief Executive Officer, NRDA, Raipur'. In absence of a Bank Guarantee equal to 5 % (five percent) of the amount of the running bill, the same will be deducted from that bill in cash and kept in deposit. The 50 % (fifty percent) Performance Bank Guarantee shall be returned to the Contractor after 1 (one) years of completion of work to the satisfaction of the Engineer of the work. Balance 50 % (fifty percent) shall be released after completion of 2 (two) year, on satisfactory completion of the performance period with the recommendation of the Engineer.

If the performance of the project executed under the contract shows any defects in structure or create problem in function of any item, etc., then the Engineer will intimate in writing to the contractor. The contractor will have to rectify/ replace them within seven days, if failed, then NRDA will get it done at the risk

and cost of the contractor. The amount of that will be adjusted through Bank guarantee available with NRDA.

8.5 Unbalanced Tender:

In the event of an unbalanced tender price, a 5 % (five percent) security deposit will be applicable on the form of a Performance Bank Guarantee drawn on a nationalized Bank. This shall be provided at the time of signing the agreement. Failure to provide the same shall lead to the Earnest Money Deposit being forfeited.

9. AS BUILT DRAWINGS

The Contractor shall during the course of execution, prepare and keep updated a complete set of 'as- built' drawings recording all works on the blue prints, which shall be corrected daily, if necessary, to show each and every change from the Contract Drawings as a approved working drawings, shop drawings and the exact 'as-built' location, sizes and kinds of work etc. This set of drawings shall be kept on the site and shall be used for record purposes.

Changes recorded shall be countersigned by the Engineer and the Contractor. Copies of 'as-built' drawings shall be supplied to the Architect and the Engineer on request.

The Contractor shall submit complete 'as-built' drawings on reproducible tracings and ammonia prints 10 (ten) sets in form of hard copies and Compact Discs 2 nos. for signage works as directed by the Engineer within 10 days of the completion of entire work by using AutoCAD facility. Maintenance manuals and original warranties shall be submitted at the time of submitting the As-built drawings. In case the Contractor fails to submit complete 'as-built' drawings as aforesaid [in form of hard copies [10 (ten) sets] and Compact Discs [2 (two) nos.], he shall be liable to pay a sum equivalent to 0.1 percent of the value of work subject to maximum of Rs.10 lakhs (Rupees ten lac only) or as may be fixed by NRDA and this decision shall be final and binding. Pre-final & Final Bill shall not be released until all the as-built drawings are submitted & approved.

10. NA

11. NA

12. TIME SCHEDULE FOR COMPLIANCES

The tenderers should please note the following time schedule for various compliances and follow the same:

- a) The Initial Security Deposit shall be paid within 5 days of receipt of Letter of Acceptance.
- b) The contract agreement shall be signed by the Contractor within 3 (three) days of submission of Bank guarantee/ Paying of Initial Security Deposit.
- c) The CAR policy and Labour license shall be taken by the Contractor

within one week from the date of work order.

- d) The **MS Project formatted Detailed Work Programme (Physical & Financial) schedule using PERT/ CPM technique** shall be submitted by the Contractor within 3 days of the date of work order and detailed breakup of quantities.
- e) The successful tenderer has to furnish **Quality Assurance Manual along with Financial Cash flow programme** within 3 days from the date of paying Initial Security Deposit.

13. APPROVAL OF ENGINEER

At every stage of work, approval of the Engineer shall be taken by the Contractor. Before starting any work like marking, installation of signage, etc. detailed information of the work in the prescribed proforma shall be given to the Engineer and his approval shall be taken by the Contractor. It is the responsibility of the Contractor to get all the hidden measurements recorded before covering the same. All the measurements shall be taken jointly by NRDA's representative and the Contractor's authorised representative and then only the measurements will be forwarded by the Engineer, who will forward it for payment to Chief Executive Officer, NRDA through Chief Engineer (Engg), NRDA.

14. WORK TO THE SATISFACTION OF THE ENGINEER

The Contractor shall execute and maintain the works in strict accordance with the contract to the satisfaction of the Engineer and shall comply with and adhere strictly to the Engineer's instructions and directions on any matter whether mentioned explicitly or otherwise.

15. PERMISSION FOR CONSTRUCTION OF SITE OFFICE/ GODOWN/ LABOUR HUTS:

This supersedes clause no. 14 of the G.C.C.

The Contractor shall be permitted to construct temporary structures such as site office, godown, labour huts, Engineer site office, etc. on the land of NRDA within 1 Km radius of site.

The Contractor will have to submit requirement of land for Godown/ Labour Camp etc. with logistic layout in Technical Bid. The land shall be provided to the Contractor on Lumpsum lease rent of Rs. 100/- (Rupees Hundred only) per year with Lease Agreement as per prevailing NRDA format. However the Contractor shall require permission of the CE (ENGG)NRDA for erecting site office, labour huts. In the event the Contractor fail to remove site office/ godown and labour huts from the land immediately after construction is over, NRDA will charge rent as per the rules prevalent at the time. No final bill payment shall be made, unless the site is cleared by the contractor in all respects.

The Contractor shall number the structures and display name of the Company, period for which permission is granted, etc. at such approved sites. No final bill payment shall be made unless the site is cleared in all respects by the Contractor.

16. DISPUTES

All disputes arising out of or in any way connected with this work shall be deemed to have arisen in Raipur which shall have the jurisdiction to determine the same.

17. CONDITIONAL TENDER

The Tenderer shall note that the clarifications shall be obtained in the pre-tender meeting and the tender should be submitted without any conditions, whatsoever. Clarifications given to the various tenderers in the pre-tender meeting would be summarised by NRDA and would be issued to every tenderer as "Minutes of Pre-Tender Meeting". The same will be binding on all the tenderers irrespective of whether they have attended the pre-tender meeting or not. The Minutes of the Pre-Tender Meeting would form part of the Contract Agreement and the Tenderers should submit the Financial Offer taking into consideration the same. The Tender submitted with conditions would be summarily rejected.

18. N. A.

19. A SITE ORDER BOOK

The Engineer will maintain Site Order Book at the site of work. The Contractor or his authorised representative shall sign all the instructions received therein, in token of having received the same and shall comply with them forthwith.

19. B REQUEST FOR INSPECTION/JOBCARD SYSTEM

Request for inspection/Jobcard system to be introduced for approval of individual activity. Format for Request for inspection/Jobcard is accepted by the Chief Engineer, NRDA /Engineer-in-charge.

20. CLEANING SITE

20.1 NA

20.2 Site shall be maintained free from rubbish. Proper stacking of packing and execution materials etc. needed for work on day to day basis shall be organized in proper stacks. Heaps of material lying around in unplanned manner and disorderly fashion shall not be permitted. Engineer's decision in this matter shall be final.

20.3 The Contractor shall not, at any time, do cause or permit any nuisance on the site or do anything which shall cause unnecessary disturbance or inconvenience to Employer, tenants or occupiers of other properties near the site and to the public in general.

20.4 The Contractor shall install mosquito proof and accessible water storage tanks for construction and drinking water.

20.5 The Contractor shall periodically give largasidal treatment to water storage tanks & water collection.

- 20.6 Prior to handing over the contractor shall appoint Professional Cleaning Agency to clean the signage and related works prior to handing over. The Agency shall have minimum 5 (five) years prior experience in the hospitality industry and shall be appointed with the prior approval by the Engineer.
- 20.7 Any expenditure that may be incurred by NRDA to ensure that the above conditions are fulfilled by the Contractor will be debitable to Contractor's account and will be recovered from the running bills of the Contractor from time to time.
- 20.7.1 Cleaning: Remove staining or reactive materials from new surfaces immediately during course of the Work.
- 20.7.2 Debris: Remove hazardous accumulations of debris promptly, at least daily.
- 20.7.3 Dust: Confine dust producing operations during painting and finishing. Vacuum immediately after completion.
- 20.8 TRASH DISPOSAL
- 20.8.1 General: Keep new buildings and site free from accumulations of waste materials.
- 20.8.2 Removal: Remove cartons, crates, wrappings, lunch trash, and other trash from each room daily. Provide trash receptacles on each floor of each building and in convenient locations on the site.
- 20.8.3 Burning: Do not burn trash or other materials on Owner's property.
- 20.9 EXCESS MATERIAL
- 20.9.1 General: Remove excess materials from Owner's property and dispose of legally.
- 20.9.2 Clean: Keep paved drives on Owner's property and public streets and alleys clean, by cleaning daily, or more often if necessary, of earth and debris spillage from trucking involved in construction operations.

21. FENCING

During the construction, care shall be taken so that, areas around are not polluted and where required Hessian cloth shall be tied around, while work is in progress.

Further, it is obligatory on the part of the Contractor to fence the area allotted and earmarked by NRDA for labour camp, batching plant of the Contractor within a month of issuance of work order. The temporary fencing shall be provided in the area as directed by Engineer using vertical blinds using corrugated GI sheets about 3m high with necessary metal frame work and staging to cordon off the view of the premises. The Contractor shall maintain the fencing properly throughout the construction period.

22 . WATCH AND WARD

The Contractor shall make necessary watch and ward arrangement for a period of three months from the date of total completion of work. No claim shall be paid to the Contractor towards the watch and ward during this period.

- 22.1 Protection General Requirements:

- 22.1.1 Laws: Comply with applicable laws, ordinances, rules, regulations, and orders of authorities having jurisdiction for safety of people and protection of property from damage, injury, or loss.
- 22.1.2 Responsibility: Be solely responsible for initiating, maintaining, and supervising safety precautions and programs concerning Project security, but obtain Owner's approval of methods to be used and location of safeguards. Submit to Owner, through Architect, drawings and written description of methods and devices Contractor intends to use and do not begin Work at the site until such means and methods are mutually agreed on by Owner and Contractor.
- 22.1.3 On Public Property: In addition to other means used in the interest of safety or security, comply with the requirements of governmental agencies having jurisdiction.
- 22.1.4 Safeguards: Erect and maintain, as required by conditions and progress of the Work, necessary safeguards, for safety and protection, including temporary fences, guards, railings, barricades, canopies, lighting, shoring, directional and danger signs, signals, and other warnings against hazards.
- 22.1.5 Security: Protect and secure the site, new materials and equipment from theft and damage by whatever reasonable means are effective. Use methods such as the following, singly or together: locks, fences, signs, patrols, radio, alarms, locked storage on-site, and off-site warehousing.
- 22.1.6 Wall Closures: Unless other acceptable means are provided, provide temporary closures for openings in walls along adjoining to make the site secure. Secure temporary closures when Work is not in progress using suitable means such as dead bolts inaccessible from the public side or locks or padlocks.
- 22.1.7 Entrances: Do not block entrances to buildings to remain in use or in any way inhibit access to them.
- 22.1.8 Design Live Loads: Do not permit placing materials or equipment on new to exceed design load of structure or endanger structure or people.
- 22.1.9 NA
- 22.1.10 Broken Glass: Be responsible for glass broken during construction period; at completion, replace broken glass.
- 22.1.11 Weather Protection: During construction, provide protection against weather (rain, wind, storms, frost, or heat), and maintain work, materials, apparatus, and fixtures free from damage. At end of each workday, cover new work likely to be damaged.
- 22.1.12 Dust: Take precautions necessary to keep Work under this Contract and adjoining property reasonably free of dust.
- 22.1.13 Protection of Construction Materials: Refer to other specification sections for specific requirements.
- 22.1.14 Materials Hoist: Do not permit transporting of people on materials hoisting facilities.

- 22.1.15 Removals:
- 22.1.15.1 Except for fences, remove temporary construction and protection specified in this section promptly when no longer needed and when removal is approved.
- 22.1.15.2 Maintain temporary fences until date of Substantial Completion, unless approval is obtained for earlier removal; then remove the temporary fence.
- 22.1.16 Damaged Site Improvements: Repair and restore to condition at beginning of construction, or better, existing site improvements, such as pavements, curbs, buildings, fences, lawns, plantings, and lighting which are not to be removed under this Contract but are damaged or defaced by Contractor's operations, except where new Work is required by the Contract.
- 22.1.17 First Aid Equipment: Provide at the site. Also provide continually available trained and qualified personnel to render first aid when needed.
- 22.1.18 Emergency Signs: Provide signs posted at telephones listing telephone numbers of emergency medical services, physicians, ambulance services, and hospitals.

23. MOBILISATION PERIOD

Mobilization period for the Contractor shall be **one week** from date of commencement. It shall be in following phases and the Contractor is obliged to adhere to these timings-

Phase I

This shall be of **4 days** and the Contractor shall carry out following:

- Submission of **MS Project formatted Detailed Work Programme (Physical & Financial) schedule using PERT/ CPM technique** for approval by Engineer with details of temporary works, plants, equipment and machinery list.

Phase II

This shall be of **balance 3 days** and shall cover the following activities:

- Establishing full site godown for signage.
- Approval of **Detailed Work Programme (Physical & Financial)** by Engineer with details of temporary works, plants, equipment and machinery list.

24. METHOD OF CARRYING OUT THE WORKS

- 24.1 The Contractor shall, within 5 days of receipt of the Employer's order to commence work under respective clause of General Conditions of Contract submit for his approval a **MS Project formatted Detailed Work Programme (Physical & Financial) schedule using PERT/ CPM technique** and statement with drawings and diagrams showing how he proposes to carry out the works based on the tender programme. The statement shall describe the methods to be employed in carrying out the works and temporary works which the Contractor intends to supply or use and shall include a list, classified into trades of labour force envisaged. The programme shall give the estimated dates on which the

various sections of the works will commence together with the estimated date of completion and estimated output so that the whole of the works may be completed within the Contract Period.

- 24.2 In addition, the Contractor shall submit to the Engineer drawings and full particulars of Temporary Works he intends to construct at least 5 days before he intends to commence such works. The Engineer may require modifications to be made if he considers the proposals to be insufficient and the Contractor shall give effect to such modifications at his own cost but shall not be relieved of his responsibility for the sufficiency thereof.
- 24.3 The Contractor shall prepare a detailed survey of existing services related and integrated with the installation of signage on the site which he shall clearly mark up on a drawing for the approval by the relevant service authorities prior to commencement of the works.
- 24.4 The Contractor is to progress the works thoroughly and to take such action as is necessary in order to ensure that the approved programme is strictly adhered to in all its stages. The Contractor shall submit detailed programmes of the various sections of the works as and when required by the Engineer, the Contractor shall take all precautions and cover all contingencies to ensure that adequate spare equipment and materials are available at all times to ensure completion of this work in accordance with the agreed programme.
- 24.5 The acceptance of programmes as submitted by the Contractor or with any modification thereto, in the opinion of Engineer, shall not relieve the Contractor of his responsibility to complete the work within period specified in as per Annexure `A' unless extension of time limit is expressly sanctioned under respective clause of standard General Conditions of Contract or Special Conditions of Contract.
- 24.6 The Contractor shall prepare the **MS Project formatted Detailed Work Programme (Physical & Financial) schedule using PERT/ CPM technique** on computer and the same to be monitored by proper installation of PC and printer facilities at the site.
The bills shall be on computer and the programme will incorporate the deductions of Mobilisation Advance and other items.

25. CONTRACTOR RESPONSIBLE FOR SUFFICIENCY OF MEANS EMPLOYED

- 25.1 The Contractor shall take upon himself the full and entire responsibility for the sufficiency of plant, factory machinery, tools or implements and generally for all means used for the fulfillment of the Contract. In the event of any of these means proving insufficient, the Contractor is still fully and entirely responsible for the sufficiency of these means notwithstanding any previous approval or recommendation that may have been given by the Engineer

26. DRAWINGS

The Contractor will receive from the Engineer, 2 (two) prints of the tender drawings listed hereof, together or thereafter with any further drawings issued for Interior works, electrical and networking etc.

27. STANDARDS

In various places throughout this specification and the bills of quantities, reference is made to the standards, specifications and byelaws issued by the Indian Standard Institutions and other similar organizations. These references shall in every case be deemed to include the latest edition or issue of such standards, specifications and byelaws including all revisions, amendments and addendum subsequently issued. Where materials are not specified and standard exists in respect of such materials, then the materials shall in all respects comply with relevant and current I.S.I. In such cases where I.S.I. do not exist, the best manufacturers' specification shall be followed; in absence of all these, Engineer's instruction shall be followed.

28. SUPERVISORY STAFF

The Contractor shall engage on the work a qualified and experienced Engineers, Supervisor, capable of managing and guiding the work properly. This supervisor shall be authorised by the Contractor in writing to receive the orders issued by the Engineer from time to time. The Contractor shall be responsible for carrying out these orders promptly.

29. FIRE PRECAUTIONS

The Contractor shall comply with fire regulations of the controlling authority in force at the site of the works relating to the precautions to be taken against fire hazards.

30. USE OF SITE

The Contractor shall not use any portion of the site for purpose not connected with the works without the prior written approval of the Engineer. He shall maintain permanent and site access roads free of spillage and shall not interfere with the flow of traffic. Also same shall apply to terraces and other developed areas. This clause shall be read in conjunction with clause no. 15 of the Special Conditions of Contract.

31. SAFETY ENGINEER

The Contractor shall employ and depute at site on full time basis a fully qualified Safety Engineer(s) who shall be responsible to ensure observance of safety precautions and measure required to be taken at site. Further he shall make sure stipulations laid down in annexure 'C' are followed.

32. LABOUR RATES AND LABOUR PAYMENTS

All the Acts, Laws of the Land and rules regarding payment and other conditions

of employing labourers on the works shall be binding on the contractor. The provisions of workmen's compensation Act are also binding on the contractor, who shall be responsible for making all the payments due under the Act.

33. QUALITY ASSURANCE MANUAL AND SAFETY MANUAL

33.1 Successful tenderers will be required to submit Quality Assurance Manual and Safety manual for various items of work and get the same approved from Engineer before start of work and the adhere the same during actual execution of work.

Quality Assurance Manual

An quality assurance manual constituting a base document outlining quality policy of the agency, procedures, name of action, compliance, acceptance criteria and documentation etc. Shall be prepared by the successful tenderer and submitted to the Engineer for approval within 15 (fifteen) days from the date of receipt of work order. The document shall generally cover aspects listed below, but not limited to the same.

- a) Scope of work
- b) Planning for items to be executed including method statement and resource deployment both physical and financial.
- c) Identification of all parties involved in QA and their inter-relationship.
- d) Execution plan of Quality System giving reference – standard – frequency and acceptance criteria.
- e) Levels of cross checking/ verification in case of multiple verifications/ controls, including systems of inspection and audit, wherever applicable.
- f) Organization of personnel, responsibilities and lines reporting for QA purpose.
- g) Testing and statistical analysis.
- h) Inspection reports at the end and during defect liability period/ maintenance period.
- i) Items to be covered for maintenance manual. j) Check list viz. Forms and formats.

33.2 Inspection of Works at Factory/ Workshop

For any visits that maybe necessary for the purpose of performance of testing, inspection of goods/ equipments, at a location other than the site, Raipur or Bombay, the actual cost of travel (to & fro airfare/ train A/c 1st class), boarding & lodging, local transport & per diem (per person per day) costs at the rate of Rs. 3000 (Rupees three thousand only) for any visit made by officials from NRDA/ PMC/ Architect/ Consultant (maximum 3 (three) persons per instance), shall be borne by the Contractor. Such visits may be necessary for the inspection of prelaminated board, fabric, metal works, powder coating, hardwares etc. that

require inspection prior to shipping from the place of its manufacture. Such visits shall require the prior written approval from the CE (ENGG)NRDA.

- 34. NA
- 35. NA
- 36. NA
- 37. NA

38. QUALITY ASSURANCE SYSTEM

- 38.1 A quality assurance procedure covering all aspects of the work shall be adopted for this work to ensure the desired quality. Details of the procedure shall be decided by mutual consultation between the Engineer and the contractor at the start of the works.

- 38.2 The contractor shall submit within the time stipulated by the Engineer in writing, the details of actual methods that would be adopted by the contractor for the execution of any item as required by the Engineer at each of the locations, supported by necessary detailed drawings and sketches including those of the equipment and machinery that would be used, their locations, arrangements for conveying and handling materials etc., and obtain prior approval of Engineer well in advance of starting of such item of work. The Engineer reserves the right to suggest modifications or make complete changes in the methods proposed by the contractor, whether accepted previously or not, at any stage of work, to obtain the desired accuracy, quality safety and progress of work which shall be binding on the contractor and no claim on account of such change in method of execution will be entertained by the Employer so long as Specifications of the items remains unaltered.

- 38.3 The Contractor shall furnish within the period of 15 (fifteen) days a **MS Project formatted Detailed Work Programme (Physical & Financial) schedule using PERT/ CPM technique** in quadruplicate including the date of actual start, the monthly progress expected to be achieved and the anticipated completion date of each major item of work to be done by him, also indicating, plant and machinery and material procurement schedule. The schedule is to be such as is practicable of achievement towards the completion of the whole work in the time limit and of the particular items, if any, on the due date specified in the contract and shall have the approval of the Engineer. No revised schedule shall be operative without such acceptance in writing. The Engineer is further empowered to ask for more detailed schedule or schedules say weekly for any item or items, in any case of urgency of work as will be directed by him and the contractor shall supply the same as and when asked for.

- 38.4 The contractor shall furnish sufficient plant at factory, equipment and labour as may be necessary to maintain the progress schedule. The working and shift hours for operations to be done under.

Signature of Contractor.....

Signature of NRDA.....

- 38.5 Further, the contactor shall submit the progress of work in forms and statements etc. at periodical intervals in the form of progress charts, forms, statements and / or reports as may be approved by the Engineer.
- 38.6 The contractor shall maintain proforma, charts, details regarding machinery, equipment, labour, materials, periodical returns thereof as may be specified by the Engineer.

39.0 REGISTRATION FOR ESIC (if applicable)

The contractor to get registered with ESIC (Employees State Insurance Corporation) under Contract Labour Act within 30 (thirty) days from the date of work order.

In absence of getting registration from ESIC and not furnishing the license number, 1% (one percent) of contract sum shall be recovered from R.A. Bills in order to pay the demand raised by ESIC.

40.0 EQUIPMENT MAINTENANCE MANUAL

The Contractor shall mention the list of machinery procured at site for the work in this manual. This manual shall also reflect the name of the manufacturer, age of machinery and the agency entrusted with the maintenance work of the machinery listed in the manual.

41.0 NA

42.0 GENERAL

42.1 NA

42.2 NA

42.3 NA

42.4 Location of labour camp

The labour camp shall be located away from the complex as directed by the Engineer. The Contractor should provide proper fencing to the labour camp with display board indicating the name of the contractor.

42.5 Project Information Board

Contractor to provide Project Information Board stating clearly the name of the Project; name of Client/ Architect/ Consultants/ Contractor; Contract value; date of Work Order/ commencement/ completion, etc. The board to be prominently displayed along the main approach road. Such a board shall be of an approximate size 1200 mm x 2400 mm.

43.0 NA

44.0 METHOD OF EVALUATION OF TENDER

The technical bids submitted by the tenderers will be scrutinized for adequacy of information and evaluated accordingly. NRDA may at its discretion invite additional technical information if so desired.

A technical committee will evaluate the technical bid based on the programme, construction methodology, deployment of plant and machinery, deployment of technical manpower, details of sub- contracting agencies, quality assurance plan, spare capacity available, etc. submitted by the contractor.

The key personnel proposed to be deployed at site will have to make a mockup presentation. This will also be evaluated by the technical committee.

Only those tenderers whose submission and presentation are considered adequate for the project, their price bids only be opened.

45.0 NA

46.0 SUBMITTALS

Unless otherwise specified or directed by NRDA, the Contractor shall submit to NRDA for his review and approval all Co-ordinated services drawings, shop drawings, samples, materials lists, equipment data, instruction manuals, record documents, manufacturers' equipment manuals, design calculations for proprietary items of work, technical submittals, and other information required by the Contract Documents. Submittals and their contents including deviation shall be properly prepared, identified, and transmitted as provided herein or as the Owner may otherwise direct. Except for record documents and instruction manuals for operation and maintenance, submittals including deviation shall be approved before the material or equipment covered by the submittal is delivered to the site. The contractor shall furnish an authority if required from material suppliers.

47.0 PLANT AND MACHINERY

The contractor is required to submit details of plants and machineries to be deployed by him in the prescribed proformas enclosed in Volume-I to be submitted in Envelope no. 1.

48.0 NA

49.0 NA

50.0 WORKMEN'S COMPENSATION ACT

In every case in which by virtue of the provisions of section 12 sub section (1) of the Workmen's Compensation Act, 1923, NRDA is obliged to pay compensation to a workman employed by the Contractor in executing the work. NRDA will recover from the Contractor the amount of the compensation so paid, and without prejudice to the rights of NRDA under section 12 Sub- Section (2) of the said Act. NRDA shall be at liberty to recover such amount or any part thereof by deducting it from any sum due by NRDA to the Contractor whether under these conditions or otherwise.

It is, therefore, mandatory for the Contractor that all workmen's appointed to complete the contract work, are required to be insured under Workmen's

Compensation Insurance Policy.

Insurance policy / policies have to be taken out from the Directorate of Insurance only within a period of 15 (fifteen) days from the date of issue of Work Order.

Policy/ policies taken out from any other company will not be accepted. If any Contractor has effected insurance any Insurance Company, the same will not be accepted and the amount of premium calculated by the Directorate of Insurance will be recovered directly from the amount payable for the executed contract work.

51.0 MILESTONES

Milestone of major stages of work to be adhered to by the Contractor shall be as given below:

The Contractor shall submit the construction programme considering the following milestones.

It is mandatory for the contractor to adhere to these milestones.

SR. NO.	PARTICULARS OF MILESTONE	COMPLETION OF ACTIVITY FROM DATE OF ISSUE OF WORK ORDER (Refer Annexure A of GCC)
1	Completion of Design work	Two weeks
	Manufacturing & Supply of material	Eight weeks
2	Installation of material	Ten weeks

Note: These milestones shall be read in conjunction with clause no. 48 (Compensation for Delay) of GCC.

52.0 N.A.

53.0 BASIC COST OF ITEMS:

It is however informed to all tenderers that these rates are current market rates and are provided as a guideline to help the contractors in arriving at their price.

No additional claims for variation in these rates shall be paid to the contractor.

These basic rates shall not be considered for payment escalation.

Escalation payment shall only be governed by the price variation clause in the tender.

No rebates for the downward variation in the rates shall be claimed by NRDA.

54.0 HANDING OVER PROCESS:

The handing over process shall be based on a performance comprising individual activities. The process shall be approved by the Engineer.

55.0 NA

56.0 NA

57.0 EXISTING CONDITIONS

57.1 Contractors Examination of Site:

1. By executing Contracts, Contractor and subcontractors represent that they have:
 - a. Visited the site and made due allowances for difficulties and contingencies;

- b. Compared Contract documents with existing conditions and informed themselves of conditions to be encountered, including work by others, if any, being performed; and
 - c. Notified Architect of ambiguities, inconsistencies, and errors they have discovered within Contract documents or between Contract documents and existing conditions.
 - 2. Failure to visit the site and become familiar with conditions shall not relieve Contractor or a subcontractor from furnishing materials or equipment or completing the Work in accordance with Contract documents at no additional cost.
 - 3. Contractor or subcontractors will not be given extra payment for Work related to conditions they can determine by examining the site and Contract Documents.
 - 4. Contractor or subcontractors will not be given extra payment for work related to ambiguities, inconsistencies, or errors within Contract documents, or between Contract documents and existing conditions, when such ambiguities, inconsistencies, or errors are known to Contractor or subcontractor before Contract execution unless Contractor or subcontractor has notified Architect in writing of such condition before execution of Agreement Between Owner and Contractor.
- 57.2 Make use of public property and make arrangements for that use. No extra compensation will be paid due to costs associated with using public property.
- 57.3 Access by Contractor to portions of Owner's property beyond the actual area of Work under this contract is denied, except where necessary to perform the Work, and then only with specific written approval in each case. Refer to other sections for additional requirements.
- 57.4 Contractor shall accept the site in the condition in which they exist at the time Contractor is given access to begin the Work.
- 57.5 Damage caused by Contractor to existing structures, grounds plants, pavements, utilities, work by others, fixtures, or furnishings, shall be repaired by Contractor and left in as good condition as existed before the damaging, unless such existing work is shown to be removed or replaced by new Work.
- 57.6 Immediately upon entering the site for purposes of beginning Work, locate general reference points and take such action as is necessary to prevent their destruction; lay out Work and be responsible for lines, elevations, and measurements, and Work executed under this Contract. Exercise proper precautions to verify figures shown on Drawings before laying out Work. See Section "Field Engineering" for additional requirements.
- 57.7 Contractor and each subcontractor, before starting work, shall verify governing dimensions at the premises, including floor elevations, floor-to-floor heights, and column locations and shall examine adjoining Work on which Contractor's or subcontractor's Work is in any way dependent. No "Extra" or

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Signature of Contractor..... Signature of NRDA.....

Signature of Contractor.....

Signature of NRDA.....

additional compensation will be allowed on account of differences between actual measurements and dimensions shown. Submit differences discovered during the Work to Architect for interpretation before proceeding with associated Work.

58.0 Employment of local labour shall be given priority wherever possible. However, this shall not in anyway affect/ dilute the Contractors obligations listed within the Tender document.

59.0 ASSIGNING, TRANSFERRING, SUBLETTING OF WORK

The Intending agencies to note the following:

NRDA shall not permit under any circumstances Assigning, Transferring and Subletting of entire work or substantial part of work by the agency submitting Expression of Interest. If any agency attempts or assigns, transfers and sublets the entire or substantial work, the contract shall be terminated by the NRDA without prejudice to any right or remedy which shall have accrued or shall accrue thereafter to the NRDA.

The agency shall not be permitted to give power of attorney for executing the work to any other agency or person on their behalf. The power of attorney for executing the work shall only be given to regular employee of the agency with prior approval of NRDA.

60.0 NA

61.0 LAMINATION OF DRAWINGS

All drawings issued to site shall be kept in lamination condition.

Signature of Tenderer

For
Chief Executive Officer, NRDA, Near
Mantralaya Mahanadi Bhawan , Sector
19, Utility Block Naya Raipur
492 002, Chhattisgarh.

Date :

Date :
