

KARBI ANGLONG AUTONOMOUS CONCIL

**OFFICE OF THE
ADDITIONAL CHIEF ENGINEER
PUBLIC HALTH ENGINEERING DEPARTMENT
DIPHU**

DETAILED TENDER DOCUMENT

FOR

LANGKLANGVONG WATER SUPPLY SCHEME

**(SH : CONSTRUCTION INTAKE SUMP WELL FOR LANGKLANGVONG
WATER SUPPLY SCHEME UNDER NLCPR)**

(Part – A : Technical Bid)

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Note : This tender documents contain 72 machine numbered pages (excluding the cover, the contents, the drawings and part -B)

KARBI ANGLONG AUTONOMOUS CONCIL
PUBLIC HALTH ENGINEERING DEPARTMENT
TENDER NOTICE No. 8 OF 2010-11

Sealed item rate tenders in prescribed form of Two Bid system affixing Court Fee Stamp worth Rs. 8.25 (Rupees Eight & paise twenty five) only (non refundable), from reputed contractors experienced in similar type of works and registered in appropriate class with Central/ State Govt. Departments/ Undertakings etc. are hereby invited for the following works and will be received in the office of the undersigned upto 14.00 hours on 12.11.2010 The tenders so received will be opened on the same date AT 14.30 hours in presence of the intending tenderers (or their authorized agent) who like to be present. If for any unforeseen reason the tenders could not be received & opened on the stipulated date & time, the same will be received and opened in the next working day at the same time for which no separate communication will be made.

SI No	Name of the work	Approximate value of works.	Earnest Money	Time of Completion
1.	Langklangvong Water Supply Scheme (Sh : Construction intake sump well for Langklangvong water supply scheme under NLCPR)	Rs. 5,18,100.00	2% of estimated value (1 % for SC/ ST and other specified class of tenderer)	2(Two) months.

Detailed tender papers, drawings, specifications etc. may be obtained from the Office of the under signed on any working up to 11.11.2010 on application and on payment of Rs 3,000.00 (Rupees three thousand) only (non refundable), to the Cash counter of Public Health Engineering Department,, Karbi Anglong Autonomous Council : Diphu between 10.00 hours to 14.00 hours. Detailed tender papers can also be obtained from the Web Site of Karbi Anglong Autonomous Council (WWW.karbianglong.NIC.in). Tenderers who obtain the detail tender paper from the web site, the cost of tender papers (Rs. 3000.00) has to be deposited by Demand Draft of any Schedule Bank drawn in favour of the Addl. Chief Engineer(PHE), KAAC, Diphu, along with the tender, without which, the tender shall summarily be rejected. The works will be allotted preferably to those tenderers who have experience of doing similar nature of works earlier. The undersigned reserves the right to reject any or all the tenders without assigning any reason thereof.

Additional Chief Engineer (PHE)
Karbi Anglong Autonomous Council: Diphu
Dated 21.10.2010

Memo No. Addle. CPHE/ DIP/T/QTN-1/ 498-508
Copy to-

1. The Chief Engineer (PHE), Hengrabari, Guwahati-36, for favour of kind information.
2. The Principal Secretary, KAAC, Diphu for favour of kind information.
3. The Jt. Secretary i/c, PHE, KAAC for favour of kind information.
4. The Director of information and Public relation, Assam, Dispur, Guwahati-06 for information and necessary action with a request to publish the tender notice in any two issues of National Daily namely The ASSAM TRIBUNE , The SENTINAL , The TELEGRAPH etc.
5. The District Information Officer, NIC, Diphu, for information and necessary action with a request to publish the detailed NIT upto 14.00 hours of 11 of Nov'10 in concerned Web Site of Karbi Anglong.
6. The Executive Engineer (PHE) Duiphu(R)/ Hamren / Diphu(U) / Howraghat PHE Division for information and for wide publication of the NIT.
7. Concerned file.
8. Office Notice board.

Additional Chief Engineer(PHE)
Karbi Anglong Autonomous Council: Diphu

SCOPE OF WORK

Scope and Extent of Work :

The scope of work includes construction intake sump well for Langklangvong water supply scheme under NLCPR), including supply of all materials , labour, tools & plants, etc., that are required, directly or indirectly, for smooth execution of the said work.

The project area Langklangvong Model village is at a distance of about 25 Km from Diphu the head quarter of Karbi Anglong District of Assam and well connected with other part of the country by road and Railway. Langklangvong is situated at 255 Km. (approx.) by Road from Guwahati, the Capital City of Assam. The nearest Airport is at Dimapur at a distance of about 45 Km. in the adjoining State of Nagaland.

However, the Department may at any time before or after the commencement of work, alter the scope of work by increasing or reducing the jobs required to be done by the contractor or by adding thereto or omitting there from any specific job or operations or by substituting any job or operations with other job and operations, or by requiring the contractor to perform any extra works in or about the job site.

The drawings enclosed with this tender document, marked as “For tender only” is to give a broad idea about the project to the intending tenderer. The detailed drawings / specifications etc., marked as “Good for Construction” shall be issued to the contractor as and when required after awarding the contract.

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GENERAL INSTRUCTION TO BIDDERS

1. No. of the notice inviting tender and the name of the work for which the tender is submitted is to be clearly mentioned on the body of the sealed cover containing the tender. The date and time of closing & opening of the tender as indicated in the notice inviting tender or subsequent amendment thereof by extension notice, if any, shall also be mentioned on the body of the sealed cover. Unsealed tender shall summarily be rejected.
2. The Additional Chief Engineer (PHE), Karbi Anglong Autonomous Council, Diphu reserves the right to accept or reject any or all the tender in full or in part without assigning any reasons whatsoever, and does not bind himself to accept the lowest offer. Decision of the Additional Chief Engineer (PHE), Karbi Anglong Autonomous Council, Diphu in this regard shall be final and conclusive. The acceptance of a tender in part will not affect the liability of the tenderer for due performance of the contract without any change of the quoted rates.
3. No tender will be considered for acceptance unless the detailed tender papers are duly purchased by the intending tenderer. A copy of the receipt for the money deposited to the Additional Chief Engineer (PHE) office or Executive Engineer (PHE) Diphu (R) Division office against purchase of the tender document shall have to be submitted along with the tender as a proof of purchasing the same.
4. The tender must be accompanied with Pan Number and Sales Tax clearance certificate, Professional Tax Clearance certificate for the year ends 2008-2009, VAT registration certificate without which no tender will be considered for acceptance.
5. Every tender must be accompanied by the requisite earnest money as stipulated in the notice inviting tender, without which the tender will summarily be rejected. Tenders belonging to Scheduled Cast, Schedule Tribe and Other Backward Classes may deposit 50% of the stipulated amount of earnest money, but, in such cases documentary proof regarding their cast issued by the competent authority must also be submitted along with the tender. In all cases the earnest money is to be deposited in the form of Bank Draft/ Deposit at Call/ NSC, KVP drawn in any Nationalised/ Scheduled Bank/Post Office and duly pledged in favour of the Additional Chief Engineer (PHE), Karbi Anglong Autonomous Council, payable at Diphu.
6. The successful tenderer will have to deposit the balance amount to complete the full amount of earnest money amounting to 2% of the contract value awarded to him/ them and shall be retained by the Public Health Engineering department , KAAC, Diphu as the security deposit. Earnest money deposited by the unsuccessful bidders shall be released to the respective tenderer after finalisation of the tender & award of the contract to the successful bidder or after expiry of the stipulated validity period of the tender as the case may be.

7. Canvassing in any form in connection with the tender are strictly prohibited.
8. Tenderer must indicate clearly the permanent postal address to which correspondence meant to the tenderer to be sent. Letters posted through ordinary post in this address shall be deemed to have been received by the tenderer.
9. Prior to submitting the tender, every page of the tender documents must be signed by the tenderer as a token of acceptance of the terms and conditions mentioned therein.
10. The tenderer should maintain clearly in the tender the list of documents etc. which are enclosed/ attached by him/ them with the tender. Each tender must be full and complete in all respect by itself. No reference etc. should be made for any such documents enclosed in other tenders (or quotations) submitted earlier to the tender inviting authority.
11. Unit rates should be quoted for each and every item mentioned in the “Schedule of Items & Price Schedule” of the tender document.
12. Rates should be quoted both in figures as well as in words to avoid any ambiguity.
13. Rates for each and every item of the “Schedule of Items & Price Schedule” must be quoted, without which the tender will be treated as incomplete and the same shall be rejected without any further reference.
14. All tendered rates should include cost of supply of all materials required either directly or indirectly for the works, handling and transportation of materials, taxes & duties, royalties and monopolies on forest products, road & toll taxes, insurance fees, work tax, compensation for damages, tools and plants, labour supervision charges etc. to deliver the complete work.
15. Rate quoted for any item should be self sufficient in all respect without having any bearing on other item of works of the “Schedule of Items & Price Schedule”, so that acceptance of a tender in part does not affect the liability of the tenderer for due performance of the contract without any changes of the quoted rates.
16. The rates quoted for any item of the “Schedule of Items & Price Schedule” shall also have to be valid for any increase or decrease in quantity of the same item without any extra claim for such variation.
17. The tenders must be valid for acceptance of the Additional Chief Engineer (PHE), Karbi Anglong Autonomous Council: Diphu for a minimum period of 60 (sixty) days from the last date of receiving the tenders. Tenders without this validity period will summarily be rejected. In absence of any catagoric mention regarding validity of the tender, it will be considered that the offer is valid for 60 days from the closing date of the tender and it will be incumbent to accept orders if and when placed within such validity of 120 days.

18. Withdrawal of tender within the stipulated validity period as aforesaid will make the tenderer liable to have their earnest money forfeited to the Department.
19. Orders if and when placed shall inter alia have the liquidated damages cum penalty clauses as incorporated in subsequent chapters of the tender documents.
20. Tenders or modifications to tender received after the stipulated last date and hour of receiving the tender will not be considered.
21. Installation, testing and commissioning of the proposed structure along with its appurtenances are the responsibility of the contractor, which is to be kept in mind by the tenderer while submitting the tender. Further, since the proposed structure is a water-conveying, water bearing, water retaining etc the responsibility for water tightness of the structure shall also be rested exclusively with the contractor.
22. The tenderer must also warrant that all equipment/ materials etc. required to be used in the structure shall be new and free from all defects and faults in workmanship and manufacture as the case may be. The equipment/ materials to be supplied are to be of highest grade and consistent with the established and generally accepted standards, and they are to be in full conformity with the stipulated specifications.
23. Defect liability period of the contract shall be 6 (six) months from the date of commissioning and handing over the structure to the Department. Any defect noticed in the work during this period shall have to be rectified by the contractor at his/ their own cost and risk.
24. Before tendering, the intending tenderer should inspect the site of works (at his/ their own cost) to fully acquaint himself/ themselves about the conditions regarding the accessibility of site and locality, nature and extent of ground, working conditions including stacking of materials/ installation of T&P items etc., conditions effecting accommodation and movement of labour etc., availability of water & power supply etc. required for the satisfactory execution of the work/ contract. No extra claim whatsoever on such account shall be entitled by the Department under any circumstances.
25. All work shall have to be carried out as per the general specifications enclosed with this tender document.
26. The security to be taken for due performance of the contract under the terms and conditions laid down in the notice inviting tender will be a deduction of 10% (ten percent) of the amount payable to the contractor from every ad-interim payment made on account of the work until the sum of these deductions and the earnest money are equal to 10% (ten percent) of the contract value. Alternatively, the contractor may deposit the security in cash or in Government securities at the current market rates duly pledged in favour of the Additional Chief Engineer (PHE), Karbi Anglong Autonomous Council, at the time of signing the formal tender agreement.

27. The security deposit will be retained by the Executive Engineer(PHE),Diphu(R) Division, Karbi Anglong Autonomous Council for a period of 6 (six) months from the date of completion of work.

28. Firms submitting tender should enclose along with their tender a certified/ photo copy of the power of Attorney authorising a person to operate the contract and should furnish full address of the partners and the person holding the Power of Attorney on behalf of the firm.

29. All works shall have to be carried out as per general specification of the Assam PWD; the BIS specifications (with latest amendment); and, the specification provided in the tender document. In case the specification of a particular item of work is not available in the above mentioned schedule of specifications, the work shall be executed as per sound engineering practice and/ or as directed by the Executive Engineer (PHE),Diphu(R) Division.

30. No labour under 14 (fourteen) years of age shall be employed in the work. All labours employed shall be paid at rates not less than those prescribed by the labour rule of the competent authority for similar works in the neighborhood. The contractor shall employ in the execution of the work only Indian citizen as workers.

31. If the work is not started within stipulated time days from the date of formal work order for commencement of the work, the earnest money will be forfeited to the Govt.

32. Detailed working drawings duly approved by the concern authority in writing, as necessary for the execution of the work shall be supplied by the Additional Chief Engineer(PHE), Karbi Anglong Autonomous Council at free of charges to the contractor. No claim whatsoever shall be entertained in case of any delay in supply of approved drawings to the contractor except grant of extension of time.

33. The contractor must maintain adequate technical staff well conversant with similar nature of works so as to facilitate quick and satisfactory progress of the work.

34. The intending tenderer should acquaint himself/ themselves with all the clauses of the “Form of Tender” enclosed in this tender document before tendering and agree to the conditions laid down therein and in these tender documents.

35. The Public Health Engineer Department, Karbi Anglong Autonomous Council, Diphu reserves the right to add, amend or to delete any of the items of work or part thereof and the contractor shall carry out the same as per the instruction of the Executive Engineer(PHE),Diphu(R) Division.

36. The Additional Chief Engineer (PHE), Karbi Anglong Autonomous Council, Diphu takes no responsibility for delay, loss or non-receipt of tenders sent by post. Unsealed tenders or Telex/Telegraphic/Fax offers shall not be considered for acceptance.

37. The tender documents shall remain the property of the Public Health Engineering Department, and if obtained by one intending tenderer, shall not be used by any other tenderer.

38. The tender shall be completely filled in all respects and shall be tendered together with requisite information and annexures. Any tender incomplete in all particulars shall be liable to be rejected.

39. If the space in the tender or any schedule or annexure thereof is insufficient, pages shall be separately added. These shall be consecutively page numbered as also shall carry the tender document number and shall be signed by the tenderer and entered in the index of the tender.

40. This tender is invited in **Two Bid System**. The tender document is issued in two parts : Part A – **The Technical Bid & Part B - The Schedule Of Items & Price Bid**. Both the part, completed in all respect are to be sealed separately in two separate envelop and then both these sealed envelops are to be put together in a third cover and sealed and submitted to the Additional Chief Engineer (PHE), Karbi Anglong Autonomous Council, Diphu on or before the stipulated time & date.

Tenders, as submitted, shall consist of the following :

Part – A : The Technical Bid :

- Complete set of Technical Part (Part – A) of the tender documents duly filled in and signed by the tenderers at all pages and at places as prescribed in different clauses of the tender document, along with the tender drawings issued with the document.
- Earnest money amounting to and in the manners specified in the “Form of Tender”
- Power of Attorney or other proof of authority (or a copy of the same duly attested by a Gazetted Officer) to submit tender, sign the contract agreement etc.
- Pan number and Sales Tax clearance certificate in original or true copies of the same duly attested by a Gazette Officer.
- Information from the tenderer in the forms annexed with this tender documents along with supporting documents viz. Copies of work order/ completion certificates etc. in original or true copies of the same duly attested by a Gazetted Officer.
- Experience certificate of doing preferably similar nature of works.

- Solvency certificate from a Nationalised/ Schedule Bank.
- Composition of the Firm submitting the tender along with relevant supporting documents in original or true copies of the same duly attested by a Gazetted Officer
- List of Associates, if any, with full particulars of such associates.
- Any other documents required in terms of this notice.

Part – B: The Schedule of Works & Price Bid:

- Complete set of **Schedule of Items & Price Bid Part (Part – B)** of the tender documents duly filled in and signed by the tenderers in all pages of the same and at places as prescribed in the tender document.

41. The tender with a complete set of tender documents shall have to be submitted in a sealed cover. Unsealed tender will summarily be rejected.

42. The sealed tender must reach the tender inviting authority within the last date and time of receiving the tenders as stipulated in the notice inviting tender. If the last date for receiving the tenders (as stipulated in the notice inviting tender) become a holiday, then the next working day shall be considered as the last date of receiving tender.

43. The tenders shall be opened on the date and at the time as stipulated in the notice inviting tender, in presence of the tenderer or their authorised representatives, who likes to be present.

44. The successful & selected contractor shall have to sign an agreement with the Public Health Engineering Department,. The tender agreement for the work will be drawn up with the successful tenderer in Form F-2 (modified) of Assam PWD. The tender documents along with the clauses of the Form F-2 (modified) of Assam PWD, and other clauses mention therein, and the letter of acceptance will form part of the tender agreement.

45. In case the selected tenderer fails to sign the formal tender agreement within 7 (seven) days from the date of written intimation of his selection, the letter of acceptance issued to him/ them shall stand cancelled and his/their earnest money will be forfeited to the Public Health Engineering Department,.

46. On acceptance of the tender, the name of the accredited representative(s) of the contractor who should be responsible for taking instructions from the Assistant Executive Engineer (PHE),Diphu (R) Sub-Division shall be communicated to the Executive Engineer(PHE) Diphu (R) Division.

47. The liability of the Public Health Engineering Department is to the contractor only and nobody else. As such it will be at the discretion of the Public Health Engineering Department, to accept or refuse a Power of Attorney executed in favour of any other person.

48. The work must not be sublet.

49. The contract is subject to the jurisdiction of the District Court of Karbi Anglong district only.

50. The works will be allotted preferably to those tenderers who have experience of doing similar nature of works earlier.

51. The undersigned reserves the right to reject any or all the tenders without assigning any reason thereof.

CONDITIONS AND REQUIREMENT FOR TENDERING

1. Definitions and interpretation :

In the context, as hereinafter defined, the following words and expressions shall have the meaning assigned to them, except where the context otherwise requires.

- i.) The expression 'Department' & 'owner' means the Public Health Engineering Department,, acting through its Additional Chief Engineer(PHE) including any of its authorised representatives who will employ the contractor, and legal successors in title to the Public Health Engineering Department,, and any assignee of the Public Health Engineering Department,. The word 'employer' appearing in any where in this tender document shall have to be read as the 'Department'.
- ii.) The term 'Chief Engineer (PHE)' means the Chief Engineer (PHE) of the Public Health Engineering Department Guwahati, Assam.
- iii.) The term 'Additional Chief Engineer (PHE)' means the Additional Chief Engineer (PHE) of the Public Health Engineering Department, KAAC,Diphu.
- iv.) The term 'Nodal officer' shall means Executive Engineer (PHE) Diphu(R) Division of the Public Health Engineering Department,.
- v.) The term 'contract' shall mean the totality of the agreements between the parties as derived from the contract documents, and includes the conditions of contract, specifications, drawings, price schedule of pay items, and all other documents included in the volume of the tender documents, letter of acceptance, and, the contract agreement if completed.
- vi.) The expression 'work' or 'works' and the 'scope of work' shall mean the totality of the work by expression or implication envisaged in the contract and shall include all materials, equipment and labour required for or relative o incidental to or in connection with the commencement, performance or completion of any work and/ or for in Department in the work, whether temporary or permanent, and whether original, altered, substituted or additional.
- vii.) The 'site' shall mean the land and/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
- viii.) The term 'contractor' means the individual or firm or company, whether incorporated or not undertaking the works and shall include the legal personal representative or such individual or the person composing such firm or company, or the successors of such firms or company and the permitted assignees of such individual or firm or firms or company.

- ix.) The term ‘contract price’ means the sum named in the letter of acceptance, subject to such additions thereto or deductions there from as may be made under the provisions hereinafter contained.
- x.) The term ‘contract plant’ means all appliances or things of whatsoever nature required in or about the execution or maintenance of the work but does not include materials or other things intended to form or forming part of the temporary or permanent work.
- xi.) The expression ‘specification’ or ‘specifications’ means the specifications as set out in the specification of work forming part of tender documents and as referred to and as derived from the contract and any order(s) or instruction(s) there under, and in the absence of any specifications as aforesaid covering any particular work or part or portion thereof, shall mean the relevant Bureau of Indian Standard specifications for or relative to the to the particular work or part thereof, and in the absence of any Indian standard specifications covering the relative work or part/portion thereof, shall mean the standards or specifications of any other country applied in India as a mater of standard engineering practice and approved in writing by the Executive Engineer(PHE),Diphu(R) Division, and shall also include the specifications of Assam PWD and/or as referred to in the tender documents – any modification(s) thereof or addition thereto as may from time to time be furnished or approved in writing by the Executive Engineer(PHE),Diphu(R) Division.
- xii.) The expression ‘plans’ and ‘drawings’ means the maps, plans, tracings, and prints forming part of the tender documents and any details or working drawings, amendments and/or any modifications thereof approved in writing by the Executive Engineer (PHE),Diphu(R)Division for the purpose and shall include any other drawings or plans in connection with the work as may from time to time be furnished or approved in writing by the Executive Engineer(PHE),Diphu(R) Division.
- xiii.) The term ‘approved’ means approved in writing including subsequent written confirmation of previous verbal approval and the term ‘approval’ means approval in writing including as aforesaid.
- xiv.) The ‘day’ shall mean a day of 24 (twenty-four) hours from mid night to mid night irrespective of the number of hours worked in a day.
- xv.) ‘Week’ shall mean seven consecutive days without regard to the number of hours worked in any day in the week.
- xvi.) ‘Month’ means the Gregorian Calendar Month and all the time periods shall be according to the Gregorian Calendar.

- xvii.) 'Time' expressed by hours of the clock shall be according to the Indian Standard Times.
- xviii.) 'Market rate' shall be the rate as decided by the Nodal officer cum Executive Engineer (PHE) Diphu(R) Division and /or Assistant Executive Engineer (PHE),Diphu(R) Sub-Division on the basis of the cost of materials and labours to the contractor prevailing at the site where the work is to be executed, or its nearest market where such materials are available, as the case may be.
- xix.) The 'schedule of rates' shall include the schedule of rates of the Assam PWD for Civil works; Sanitary Installation & Water Supply works; Roads, bridges & culverts; and, Electrical Installation works, all current at the time of execution, as the case may be and as appropriate for a particular work.
- xx.) 'Urgent work' shall mean any measure which in the opinion of the Assistant Executive Engineer(PHE),Diphu(R) Sub-Division become necessary during the progress of the works, to avoid any risk of accident or failure or which become necessary for security of the work or the persons working thereon.
- xxi.) 'Tender date' means the closing date fixed for receipt of tenders as per Notice Inviting Tender or as extended by subsequent notification.
- xxii.) 'Bill of Quantities' includes the schedule of Pay Items and Day Work schedule.
- xxiii.) 'Ground level' means the referred point of exposed surface of the ground, road or pavement free from extraneous materials.
- xxiv.) 'Letter of acceptance' means the formal acceptance, made by or on behalf of Public Health Engineering Department, including any adjustments or variations to the tender agreed between the Department and the contractor.
- xxv.) 'Work to Commence' means the date of start of work specified in writing by the Department to the contractor.
- xxvi.) 'Completion time' means the time stipulated by the Department for completion of the work in whole is to be reckoned from the date of executing the formal tender agreement between the Department and the contractor.
- xxvii.) 'Order' and "instruction' shall respectively mean any written order or instruction given to the contractor by the Additional Chief Engineer and/or the Executive Engineer(PHE),Diphu(R) Division within the scope of their respective powers in terms of contract.
- xxviii.) 'Agreed variation' shall mean the statement of agreed variations annexed to the acceptance of tender or a further amendment annexed to the contract forming part thereof.

- xxix.) 'Final test certificate' shall mean the final test certificate issued by the Nodal officer cum Executive Engineer (PHE) Diphu(R) Division and or Assistant Executive Engineer(PHE),Diphu(R) Sub-Division within the provisions of the tender documents.
- xxx.) 'Completion certificate' shall mean the completion certificate issued by the Nodal officer cum Executive Engineer (PHE) Diphu(R) Division within the provisions of these tender documents.
- xxxi.) 'Final certificate' shall mean the final certificate issued by the Nodal officer cum Executive Engineer (PHE) Diphu(R) Division within the provisions of these tender documents.

All headings of the clauses of this tender documents or otherwise in any document of the contract are intended solely for the purpose of giving a broad indication of the contents of the particular clauses and not as summary of the contents thereof. Clause headings given are intended only as a general guide for convenience in reading and segregating the general subject of the various clauses, but do not govern the meaning or importance of the clauses there under appearing or confine or otherwise affect the interpretation thereof.

Unless otherwise specifically stated, the masculine gender shall include the feminine and neuter genders and *vice versa*, and the singular shall include the plural and *vice versa*.

2. Interpretation of the tender document :

The tender documents are drawn up in English and tender and other documents that are to be filled in by the tenderer shall also be in English. The language to which the documents are to be interpreted shall be English.

Any clarification with regard to interpretation or of ambiguities discovered or pointed out after the issue of the tender document but prior to the receipt of tenders, as to the meanings, conditions, or instructions contained in any of the issued documents, shall be valid only when such clarification is made by the Nodal officer cum Executive Engineer (PHE) Diphu(R) Division or his authorised subordinates, through a written instruction signed by him or his authorised subordinates. Any such written clarification or amendment shall be distributed to each intending tenderer (or his/ their authorised representatives) shall acknowledge receipt thereof by signing and returning to the issuing office the prescribed form prepared and distributed with the document. Addenda and circular thus issued (if any) shall form part and parcel of the relevant documents. The various documents comprising the tender document are complementary to one another and are to be taken as parts of a complete, whole and mutually explanatory. If the stipulations in the various tender documents be found to be at variance in any respect, one will override others (but only to the extent as these are at variance) in the order of

precedence as given in the list and will take precedence over all those placed lower down there to in the list.

- a) Notice Inviting tender
- b) Scope of work
- c) General instructions to bidders
- d) Conditions and requirement for tendering
- e) Special provisions
- f) Arbitration
- g) General Specification of works
- h) Specification for pipe laying works
- i) Form of Tender [vide Form F-2 (modified) of Assam PWD],

3. Addenda:

Addenda to the tender documents may be issued prior to the date of opening of the tender to clarify documents or to reflect modifications in the design or contract term. Such addendum issued shall be distributed in duplicate, to each tenderer to whom a set of tender documents has been issued. Each recipient will retain one signed copy of such addendum(s) for submission along with his tender and return one signed copy to the authority inviting tenders as acknowledgement of receipt of addendum. All such addendum(s) issued shall form part of tender documents.

4. Inspection of site and study of local conditions :

Intending tenderers in their own interest are advised to see the site of work with particular reference to access roads and infrastructural facilities. They are to make a careful study with regards to availability of materials and other sources, labour (skilled and unskilled) and all relevant factors as might effect the involvement of works and rates thereof. A tenderer shall be deemed to have full knowledge of all the relevant documents, soil samples or strata, site conditions etc. whether he/they inspects them or not.

Tenderer must satisfy themselves by whatever means necessary and specifically including site inspection of the conditions to be encountered at site during execution of work and it is to be expressly understood that no extra payment shall be made for any such conditions. Also, no separate payments will be made for contingent items such as scaffoldings, contractor's tools & plants, temporary godowns/ huts/ camps, clearing site, shoring, fencing, barrier etc. Contractor should include provision for such items in the rates quoted.

5. Rate :

The intending tenderer shall quote rate for each item of works shown in the “Schedule of Items and Price Schedule”. The rates shall be legibly quoted in English only both in figures and words. In case there is any discrepancy between the rates quoted in figure & words are found, the rate quoted in words shall be taken as correct for comparison, evaluation and finalisation of tenders. Item rate tender bearing percentage at per/above/below the estimated cost will be rejected. If rate for any item of work is not quoted then the tender shall be considered as incomplete and shall be rejected. All correction and alteration in the entries shall be signed in full by the tenderer. No overwriting in the tender is permissible.

All tendered rates should include cost of supply of all materials and labour involved in the work directly or indirectly, handling and transportation of all materials required for the works, all current Government taxes & duties applicable under rules, royalties and monopolies on forest products, road toll, insurance fees, compensation for damages, tools & plants, labour supervision charges etc. to deliver the complete works.

The contractor shall not alter the rate quoted by him/ them during the pendency of the contract. Once the tender is accepted and finalised, no enhancement of rate will be entertained.

The rates quoted shall remain valid for a period of 60 days from the opening of the tenders for acceptance by the Public Health Engineering Department, and any withdrawal of tenders during the validity period will make the tenderer liable to have his/their earnest money forfeited to the Department.

6. Preparation and submission of tenders :

The tenderer is required to study carefully all the tender documents and prepare his tender to comply with all the provisions thereof. Submission of a tender shall be taken as an evidence and confirmation that the tenderer has acknowledged all the provisions of the tender documents and has fully acquainted him with the site conditions and all factors which may influence the preparation of his/their tender. Negligence of the tenderer to observe instructions in preparing his/their tender shall be at his/their own risk and shall not be a ground for securing relief from any error found or discrepancies contained in his tender, or a cause for withdrawal of his tender after it has been open. All expenses incurred for site inspection and all activities in the preparation and submission of the tender shall be borne by the tenderer.

The submission of tender by a contractor also implies that he has/ they have made himself aware of the standards and procedure, in this respect laid down in the “National Building Code of India”, the scope and specification of work to be done and the condition at which the stores, tools & plants, etc. will be issued to him/them by the Department, has inspected the site of work and has satisfied himself regarding the suitability & availability of the materials at the construction site and maintenance of approaches thereto shall lie wholly with the contractor.

The tender shall be prepared in indelible ink and legibly written in English. Overwriting shall not be allowed. Corrections should be avoided. But if indispensable, the portion to be corrected should be scored through under the signature of the tenderer and written afresh.

The tenderer is to sign at all places indicated in the tender documents in addition to signing all the pages of the document and where required the signature is to be witnessed. The person signing on behalf of the tenderer must have legal authority to do so and if subsequently asked for, the tenderer shall have to satisfy the Department about the same.

In addition to above, the tenderer has to sign (or put his initials on tenderer's stamp or seal) on every pages of the tender documents including the tender drawings, and including addendum circular letters (if any) that may have been issued in terms of the provisions of clause 2 and clause 3 above.

The tenders should be completed in all respect and shall be consisting of the documents/ information as stated in clause 40 of the "General Instruction to Bidders".

The tender for the work shall not be witnessed by a contractor or a contractor who himself/ themselves has/have tendered for the same work. Failure to observe this condition shall render the tender liable for rejection.

Any comments or statement or qualifications the tenderer desires to make shall be prepared in a separate document. The statement or comments shall be brief and properly referenced as to items, clauses and pages of the corresponding tender documents. It must be however clearly understood that the authority inviting tenders expects the tender to be based on the provisions of the tender documents as issued to the intending tenderers. Any major deviation there from is strongly discouraged and a tender with such deviation, particularly when it involves financial implications of such nature as to make comparative evaluation of tenders difficult without further reference to the tenderer, is likely to be a cause for rejection of the tender.

The tenderer must indicate clearly the permanent postal address to which communications meant to the contractor should be sent. Letters posted to the contractor by ordinary post in the aforesaid address shall be, deemed to have been received by the contractor. The contractor should therefore constantly check in the office of the Nodal officer cum Executive Engineer (PHE) Diphu (R) Division and/or the office of the Assistant Executive Engineer(PHE),Diphu(R) Sub-Division or his/ their authorised subordinates for any communication is issued to them.

7. Earnest Money :

Along with every tender a participating tenderer will have to deposit as earnest money the amount stipulated in the 'Notice Inviting Tender' (NIT) in the form of

“Deposit at Call” or “Bank Draft” or “NSC/KVP” of any Nationalised/ Schedule Bank drawn in favour of the Additional Chief Engineer (PHE), Public Health Engineering Department, KAAC, Diphu and payable at Diphu. Earnest money deposit in any form other than that mentioned above is not acceptable.

Adjustment towards earnest money from any amount due to any contractor by the Department is not allowed unless a written permission in this regard is obtained from the Nodal officer cum Executive Engineer (PHE) Diphu(R) Division prior to the submission of tender.

Recognised Schedule Tribes, Schedule Casts, and, Other Backward Classes are allowed to deposit 50% of the earnest money stipulated in the ‘Notice Inviting Tender’. In such cases the tenderer is to furnish authenticated proof regarding their casts along with the tender.

Without the deposit of requisite amount of earnest money along with the tender in proper form as mentioned above, the tender shall be treated as incomplete and subsequently be rejected.

The successful tenderer, immediately on acceptance of his/ their tender, will have to deposit the requisite amount (in the aforesaid form) to raise the value of his earnest money to an amount equal to 2% (two percent) of the value of works awarded to him/them, and the earnest money so deposited by the successful tenderer shall be immediately on acceptance of his/their tender, converted into security deposit and retained by the Department as initial security deposit, and thus, the earnest money deposited by the successful tenderer shall be adjusted in 10% (ten percent) security to be deducted from every interim payment to the contractor.

Unsuccessful tenderer may obtain refund of the amount of earnest money (but without any interest thereon) by applying for refund to the tender inviting authority.

8. Security Deposit :

The contractor shall have to furnish security deposit in the amount equivalent to 10% (ten percent) of the total contract value as specified for the purpose of security deposit in the acceptance of tender, and such security deposit shall be held by the Department (without any interest thereon) for due performance of the work.

The security deposit will be made up of the earnest money accompanying the tender, and the initial security deposit as mentioned earlier in clause 7 above, and the retention money as hereinafter provided for.

The contractor shall within 7 (seven) days of receipt of acceptance of tender, and prior to signing the formal contract agreement deposit the initial security deposit in a sum which together with the amount of earnest money deposited by the contractor at the time of tender, shall make 2% (two percent) of the total contract value as specified in the

acceptance of tender for the purpose of security deposit. In case of registered contractor of the Department of appropriate classes the submission of requisite initial security deposit shall be guided as per the standing rules of the Department in this regards.

The balance 8% (eight percent) of the security deposit shall be made up by deduction from contractor's bills in addition to any other deductions in terms of the contract provided for or otherwise agreed to of a sum equal to 10% (ten percent) of the total value of such bills upto and until recovery of full security deposit to the extent specified.

If the Nodal officer cum Executive Engineer(PHE) Diphu(R) Division is of the opinion that the total contract value specified in the letter of acceptance does not correctly reflect the total contract value by virtue of an increase in rates, quantities, or works or for any other cause whatsoever, the Nodal officer cum Executive Engineer(PHE) Diphu(R) Division may issue a revised estimate of the total contract value for the purpose of security deposit, and on issue of such revised estimate to the contractor in writing shall be deemed to be the total contract value for purpose of security deposit as specified in the letter of acceptance.

If during the performance of the contract by virtue of the revision in the total contract value, the initial security deposit furnished by the contractor is less than 2% (two percent) of the total contract value as deemed to be specified in the letter of acceptance, or if there is any utilisation or adjustment of the security deposit by the Department, the contractor shall forthwith upon the demand by the Nodal officer cum Executive Engineer(PHE) Diphu(R) Division, makes good the shortfall in the initial security deposit or the amount utilised or adjusted out of the security deposit, as the case may be, with right in the Department to apply any money for the time being due or becoming due to the contractor to make good shortfall or utilisation or adjustment, as the case may be.

The period of refund of security deposit will be 6 (six) months after completion of work and its testing to the satisfaction of the Assistant Executive Engineer(PHE),Diphu(R) Sub-Division and shall be calculated from the date of issue of completion of work certificate by the Executive Engineer(PHE),Diphu(R)Division.

On the breach of any terms of condition of the contract by the contractor, the Department shall be entitled to forfeit the security deposit or the balance thereof that may at that time be remaining and to realise and return the same as damages and compensation for the said breach, but without prejudice to the right of the Department to recover any further sums as damages from any such due or which may become due to the contractor by the Department and as specified in various clauses of the contract.

9. Taxes :

The contractor shall be exclusively liable for the payment of any and all taxes now or hereinafter imposed, increased or modified in respect of any work done and/or materials supplied and for the payment of all contributions and taxes for unemployment compensations, insurance and old age pension and annuity now or hereinafter imposed by the Central and/or State Government or authority with respect to or covered by the wages, salaries, or other compensations paid to persons employed or engaged by the contractor and doth hereby undertake to indemnify, and keep indemnified the Department from and against the same and all claims, actions demands and payments whatsoever against the Department however arising there from or in connection therewith.

Further, the contractor shall have to pay all current Government taxes & duties, octrois etc. applicable under rules, royalties & monopolies on forest products, road toll and any other such items imposed by the Government from time to time.

10. Income Tax Clearance certificate :

Intending tenderer must produce up to date Income Tax clearance certificate in the standard form (issued by the Income Tax authority) or a certificate from the competent authority that the assessment is under consideration along with the tender, otherwise, the tender shall be rejected.

11. Government Regulations :

The contractor shall comply with and ensure strict compliance by his/its servants and agents of applicable Central, State, Municipal and local laws and regulations of any Central, State or Local bodies and authorities and undertakings to indemnify the Department from and against all levies, damages, penalties, any payments whatsoever, as may be imposed by reason of any breach or violation of any law, rule, or regulation whatsoever and all actions, claims and demands arising there from and/or relative thereto.

12 labour laws and regulations:

The contractor shall be responsible for strict compliance of and shall ensure strict compliance by its servants and agents of all labour and other laws, rules and regulations having the force of law affecting the relationship of employer and employees between the contractor and their respective employees.

The contractor shall obtain authority(ies) designated in this behalf under any applicable labour rule or regulation [including but not limited to the Factories Act and Labour (Abolition and Regulation) Act, 1970 (in so far as applicable)], any and all such

license(s), consent(s), registration(s) and/or other authorisation(s) as shall from time to time or become necessary for or relative to the execution of the work or any part or portion thereof or the storage & supply of any material(s) or otherwise in connection with the performance of the contract, and shall at all time observe and ensure due observance by his/their servants/agents of all terms and conditions of the said license(s), consent(s), registration(s) and laws , rules and regulations applicable thereto.

The contractor shall ensure that wages are paid by himself to his workmen directly without the intervention of any middle men (Jamadars or Thekedars or labour Chadders/ operators) and that no amount by way of commission or otherwise is deducted or recovered by the middle men from the wages of the workmen.

The Department shall be at any time be entitled to carry out any check(s) or inspection(s) of the contractor's facilities, records and accounts to ensure that the provisions of the labour laws and regulations are being observed by the contractor and that the workmen are not denied the rights and benefits to which they are entitled under such provisions. Any violation shall, without prejudice to any other rights or remedies available to the Department, constitute a ground for termination of the contract as though specifically set forth under associated clauses.

The contractor shall indemnify and keep indemnified the Department from and against all actions, claims, demands and liabilities whatsoever under and in respect of the breach of any workmen/ employee of the contractor, including but not limited to claims against the Department under the Workmen's Compensation Act, 1923, the Employees Provident Fund Act, 1952, and/or the Contract Labour (Abolition and Regulation) Act, 1970.

Department reserves the right to deduct any amount that becomes payable by the contractor in respect of the labour being employed by him for executing the work awarded, under any act or rules framed thereafter and in force from time to time. The same shall be recovered from his bills payable to the contractor as debt recoverable.

13. Indemnity and Insurance :

The contractor shall at all times indemnified the Department and its employees from and against all third party claims whatsoever (including but not limited to property, loss, damages, personal accident, injury or death of / to property or person of the contractor and/or the Department) and the contractor shall at his own cost and initiative at all times up to the successful conclusion of the defect liability period specified hereof take out and maintain insurance policies in respect of all insurable liabilities under this clause, including but not limited to third party insurance and liabilities under the Motor Vehicle Act, Workmen's Compensation Act, Fatal Accident Act, Personal Injuries Insurance Act, Emergency Risk Insurance Act, and/or other Industrial Legislation from time to time in force in India with insurance company(ies) affiliated to general Insurance,

and such policy(ies) shall be of not lesser limit than the limits hereunder specified with reference to the matters hereunder specified namely :

- a) Workmen's Compensation Insurance – to the limit which compensation may be payable under the laws of the Republic of India.
- b) Third Party insurance – body injury and property damage to the limit of not less than Rs. 1,00,000.00 (Rupees one lakh) only, in each accident at the work site.

Provided that the limits specified above shall operate only as a specification of minimum limits for insurance purposes, but shall not anyway limit the contractor's liability in terms of this clause to the limit(s) specified.

14 Safety Regulations, Accident and damage :

The contractor shall be responsible at his own cost in and relative to performance of the work and contract to observe and to ensure observance by his/ their servants/ agents of the provisions of the safety codes as hereinafter appearing and all fire, safety and security regulations as may be prescribed by the Department from time to time and such other precautions and measures as shall be necessary and shall employ/deploy all equipment necessary to protect all works, materials,

Properties, structures, equipment, installations, communications and facilities whatsoever (including but not limited to fire and explosion) and shall during construction and other operations minimise the disturbance, and inconvenience to the Department, other contractors, the public and the adjoining land and property Departments and occupiers, and crops, trees, vagitations, and shall indemnified the Department from and against all losses and damages and costs, charges and expenses and penalties, actions, claims, demands, and proceeding whatsoever suffered or incurred by or against the Department as the case may be by virtue off any loss, alterations, displacement, disturbance or destruction or accident to any works, materials, properties, structures, equipment, installations, communications and facilities and land & property, Department and occupiers, and crops, trees, vagitations etc. as aforesaid with the intent that the contractor shall be responsible for any loss, damage, alterations, displacement, disturbance or destruction as aforesaid resultant directly or indirectly from any breach by the contractor of his obligations aforesaid or upon any operation, act or omission of the contractor or his servants/agents.

The contractor's liabilities under the contract shall remain unimpaired notwithstanding the existence of any storage-cum-erection or other insurance covering any risk, damage, loss or liability for which the contractor is liable to the Department in terms of the foregoing or in respect of which the contractor has indemnified the Department, with the intent that notwithstanding the existence of such insurance, the contractor shall be and remain fully liable for all liabilities and obligations under the

contract and indemnifies the Department, and the Department shall not be obliged to seek recourse under such policy(ies) in preference to recourse against the contractor or otherwise to exhaust any other remedy in preference to the remedies available to it under the contract.

15. Tenderers' experience:

The tenderer shall enclose documents to show that he has/ they have previous experience in having successfully completed in the recent past work of this nature together with the names of Departments, value of the contract etc. The tender must accompany with the following in the prescribed format attached with this tender documents.

- a) Information about the tenderer
- b) A list of contracts already hold by the tenderer at the time of submitting the tender showing therein the name of the employer, value of each contract, stipulated time of completion of the respective contract, and, balance of work remaining to be done for each respective contract.
- c) Certificate from any Government/ Semi Government/ Government Undertakings/ Public sectors that they have successfully executed similar nature of works.
- d) A list of works carried out by the tenderer in past 3 (three) years.
- e) A list of equipment under possession of the tenderer

16. Materials obtained from dismantling:

Any materials obtained by the contractor consequent upon dismantling of any building, structure or construction whatsoever at the work site other than any building, structure or construction dismantled by the contractor pursuant to the contractor's liabilities for defects as elsewhere herein provided, shall be the exclusive property of the Department.

17. Waiver :

It shall always be upon to the Department by written communication to the contractor to waive in whole or part any right or the enforcement of any right or remedy which the Department may have against the contractor or of any obligation which the contractor may have hereunder provided always that,

No waiver shall be presumed or inferred unless made in written communication addressed by the Department to the contractor and specially communicated as waiver.

No waiver of any right or part of any right on one occasion with the intent that a waiver once given shall be limited to the specific waiver and shall be without prejudice to the right of the Department to insist upon the strict adherence of the attended obligations of the contractor and/or the future enforcement of the right by the Department in respect of the same and/or any other dependent obligation.

18. Conditional tender :

Conditional tenders are liable to be rejected.

19. Unsealed tender :

The tenders shall be rejected if not properly sealed.

20. Validity of tender :

The tenderer should keep the validity of his tender for consideration for a minimum period of 60 (sixty) days from the stipulated date of opening of the same. In case any tenderer withdraws his tender within the validity period his earnest money will be forfeited by the Department.

21. Relationship:

Without the prior written permission of the Additional Chief Engineer(PHE), Karbi Anglong Autonomous Council, Diphu no tenderer(s) shall be permitted to submit tender for works if his/ their near relative is posted in the Department as Accountant or as an Officer in any capacity. He shall intimate the names of persons who are working with him in any capacity or are subsequently employed by him/them and who are relatives of any Officer/ Accountant of the Department.

By the term near relative is meant wife, husband, parents & grand parents, children & grand children, brothers & sisters, uncles & 1st. cousins and their corresponding in law.

22. Place and Time of opening of tender:

The tenders shall be opened at the time and place stated in the Notice Inviting tender (NIT) by the Additional Chief Engineer(PHE), Karbi Anglong Autonomous Council, Diphu in the presence of the intending tenderer or their authorised agents who may choose to attend. The Nodal officer cum Executive Engineer (PHE) Diphu(R) Division, under unavoidable circumstances may depute his subordinate officer in his absence to receive and open tenders on his behalf.

23. Detailed scrutiny of tenders and evaluation criteria:

Tenders who have been considered valid on the result of general examination at the time of opening, shall be subject to subsequent detailed scrutiny. Notwithstanding the general examination carried out earlier, the tender receiving authority reserves the right of rejection of any tender which may be found to be defective during this detailed scrutiny. Additional Chief Engineer (PHE), Karbi Anglong Autonomous Council, Diphu reserves the right to waive any informality in any tender and to reject one or all tenders without assigning any reasons for such rejection.

Any discrepancy or error found in the quoted rates during this detailed scrutiny shall be corrected as mentioned in clause 5 above. The total shall be worked out by adding the amounts for individual items as thus checked and corrected. The tender price is thus established shall be taken for comparative evaluation of tender.

For the purpose of comparative evaluation of tenders the Department shall consider such factors as the time of completion, compliance with the specifications, relative quality, and availability of spare parts, and, after sales service facility, reliability of the process offered and the tenderer's capability to perform the work.

24. Policy for tenders under consideration:

Tenders shall be termed to be under consideration from the opening of the tenders, until such time as an official announcement of award of the contract is made.

While tenders are under consideration, tenderers and their representatives are refrain from contacting by any means any personnel or representative of the tender inviting authority on matter related to the tender under study. The undersigned, if necessary, may obtain clarification on tenders by requesting such information from any or all the tenderer in writing.

25. Effect of tenders :

The submission of any tender concerned with the "Invitation of tender and instruction to tenderers" shall constitute an agreement that the tenderer shall have no cause of action or claim against the Department or its employees, successors, or assignees for rejection of his/their tender.

26. Award of Contract :

The contract will be awarded to the best-qualified and responsive tenderer as may be judged acceptable by the Additional Chief Engineer (PHE), Karbi Anglong Autonomous Council, Diphu with the specifications subject to the provisions of clause 23 above.

A responsive tenderer is one who accepts all the terms and conditions of the tender documents without any major modifications. A major modification is one which

affects in any way the price, quality, quantity, or completion period of the work or which limits in any way any responsibilities or liabilities of the tenderer or any rights of the Department, as specified in the tender document. The Department may waive any major informality in a tender, which does not constitute major modifications.

Notification of award will be made in writing to the successful tenderer. The successful tenderer then becomes the contractor. The person holding the 'Power of Attorney' on behalf of the contractor will be required to enter into an agreement with the Department. These tender documents along with the notice of award of contract shall form part of the contract agreement. The contractor thus awarded with the contract will be responsible for proper execution and due performance of work.

SPECIAL PROVISIONS

1. Extent and scope of the work :

The contract comprises the construction, completion, testing and commissioning of the work and except in so far as the contract otherwise provides, the provision of all labour, materials, constructional plants, equipment and accessories, temporary and enabling works and works required in (whether of a temporary or permanent nature) and for such construction, completion and maintenance – so far as the necessity for providing the same as specified in or can be reasonably inferred from the contract.

2. Land for contractor's establishment :

For the purpose of constructing contractor's store yard, godowns, site office and ancillaries, the contractor may utilise portion of the land belongs to the Department at such location as would not interfere with the execution of work. For all these, the contractor shall have to obtain the requisite permission of the Assistant Executive Engineer (PHE),Diphu(R) Sub-Division. The contractor shall for this purpose submit to the Executive Engineer (PHE),Diphu(R) Division for approval, a plan of the proposed layouts for the site facilities. The Executive Engineer (PHE),Diphu(R) Division reserves the right to alter and modify the contractor's proposals as deem fit.

Additional land, if any, required for the said purpose of contractor's site facilities, will have to be arranged by the contractor at his own expenses.

Any land provided by the Department to the contractor within the provisions hereof shall be strictly on a license basis, and shall not create any right, title or interest whatsoever in the contract herein or in respect thereof.

The contractor must vacate the land after removing all his materials and structures not forming part of the contract work to the satisfaction of the Assistant Executive Engineer (PHE),Diphu(R) Sub-Division and restore the land to its original condition before the payment of his final bill at his own cost and risk.

Notwithstanding anything here provided, the Department reserves the right at any time during the pendency of the work to ask the contractor to vacate the land or any part thereof on giving 7 (seven) days notice in writing to the contractor in this behalf.

The contractor shall not be entitled upon any vacation notice within the provision of this clause to claim any resultant compensation or damage from the Department, nor shall such notice or vacation constitute a ground or basis for any extension of time for completion.

3. Access to work site :

The contractor shall construct, if necessary, at his own cost and initiative, temporary access road to the work site from the main public feeder road(s) and from the

quarry site and shall so align such roads or ways so as not to interfere with the construction at the site or hamper any other activities of the Department or public whatsoever.

4. Water and Electricity :

The contractor shall have to make his own arrangement for adequate supply of water and for electrical power that may require for or in connection with the works. However, if the Department is in position to give such facilities to the contractor, the contractor may ask for the same in usual terms and conditions of the Department.

5. Waste disposal :

Dustbins shall be provided at suitable places in the camp and the residents shall be directed to throw all solid waste into these. The dustbins shall be provided with covers. The contents there from should be removed every week and disposed off as per the direction of the Assistant Executive Engineer (PHE),Diphu(R) Sub-Division. All necessary cost in this respect shall have to be borne by the contractor.

6. Medical facilities :

The contractor is to provide at his own cost the following medical facilities:

- a) Every camp of 1000 or more persons shall be provided with a full time doctor and dispensary. If there are women in the camp, a whole time female nurse shall also be employed.
- b) Every camp with less than 1000 but more than 250 persons shall be provided with a whole time nurse/midwife and a dispensary.
- c) If there are less than 250 persons in any camp, a standard first aid kit shall be maintained in charge of a whole time person trained in first aid. In addition the contractor shall provide a number of first aid stations within easy reach of the workmen and other staff engaged in works.

The contractor shall also provide for transport of the serious cases to the nearest hospital.

All the medical facilities mentioned above should be for all residents in the camp including the dependent of the workers, if any, free of charges.

7. Sanitary arrangement :

In addition to the sanitary arrangement made in compliance to the relevant clauses mentioned in the “Form of Tender” sanitary staff for each labour camp (there should be qualified sanitary inspectors and sweepers) should be provided in the following order

- a) For a camp upto 200 persons, four sweepers.
- b) For a camp of more than 200 persons, but not exceeding 500, one sweeper for every 75 persons above the first 200 in addition to the sweepers provided for the first 200.
- c) For camps of more than 500 persons, one sweepers for every 75 persons or part thereof.

8. Safety measures :

The contractor shall be responsible for the safety of all workmen and other persons entering into or in the work site at his/their own expenses and to the approval of the Assistant Executive Engineer(PHE),Diphu(R) Sub-Division and shall take all measures to ensure their safety.

Such measures shall include the provisions of helmet (specially where working at a considerable height is involved), provision of gum boots to workers engaged in bituminous works, scaffolding or other measures required for working at a height shall be strong and rapid and have to be provided with suitable and convenient access. Shoring required for deep excavation must be adequate and rigidly braced and strutted. Other safety measures and safety sign boards that the Executive Engineer(PHE),Diphu(R) Division may direct depending on the existence of the location and nature of work and other relevant factors, shall have to be provided by the contractor at his own expenses.

9. Testing and testing equipment :

Testing of materials to be used in the permanent works and testing of the quality of finished items, shall be done in the laboratory as approved and recommended by the Department.

The contractor shall afford at his own cost necessary facilities in providing the requisite materials and other assistance that may be required by the Assistant Executive Engineer(PHE),Diphu(R) Sub-Division including transport of the test specimens to the nearest approved laboratory referred to above.

The contractor shall provide at his own cost the necessary equipment's for such testing which by nature of work may have to be done at site or for taking samples for testing in laboratories. These include sufficient number of any miscellaneous equipment that may be required and directed by the Executive Engineer (PHE),Diphu(R) Division. The contractor shall also provide necessary arrangements for hydraulic testing of the proposed pumping main up to the requisite pressure class as instructed by the Executive Engineer (PHE),Diphu(R) Division.

10. Construction records :

The contractor shall keep and supply to the Assistant Executive Engineer(PHE),Diphu(R) Sub-Division the upto date records of the dimensions and positions of all completed works (showing therein any approved deviations between the

drawings and the work as actually executed). The information available from the records must be adequate and complete to enable preparation of 'as-made' drawings from those records.

11. Progress photographs :

The contractor shall, at his own cost and expenses arrange to take periodic photographs to show the progress of work of interesting features thereof. The time and the position, wherefrom a photograph is to be taken would be as per direction of the Assistant Executive Engineer (PHE),Diphu(R) Sub-Division. Two black & white copies of each of these photographs to enlarged size of about 25 Cm x 25 cm together with the negative, shall be supplied to the Assistant Executive Engineer(PHE),Diphu(R) Sub-Division and these shall be the property of the Department. Each photograph shall be suitably captioned with the date of the photograph, location and other relevant particulars. Further prints of the photograph shall not be kept or reproduced by the contractor without the written permission of the Assistant Executive Engineer (PHE),Diphu(R) Sub-Division.

Restriction to photography or security restrictions that may be applicable to any particular area, must be carefully and rigidly observed.

The number of photographs (each consisting of two copies and the negative as aforesaid) for the complete work is not expected to exceed 50 (fifty).

12. Reports and records :

The contractor shall, from time to time maintain at the work site (in addition to any records or registers required to be maintained by the contractor under any law, rule or regulation having the force of law) such records and registers as the Assistant Executive Engineer (PHE),Diphu(R) Sub-Division may require the contractor to keep and/or maintain.

The contractor shall maintain at site daily records of progress with regard to the works carried out, labour engaged and construction equipment deployed. These will form the basis of preparing periodic reports and returns as may be required by the Assistant Executive Engineer (PHE),Diphu(R) Sub-Division and in the manner as directed by him. These daily records shall be made accessible to the Assistant Executive Engineer (PHE),Diphu(R) Sub-Division as and when desired by him.

13. Site Books :

For the purpose of quick communication between the Assistant Executive Engineer (PHE),Diphu(R) Sub-Division and the contractor or his agents/ representatives, site book shall be maintained at site in the manner described below. Any communication relating to the works shall be conveyed through records in the site books. Each site book

shall have machine numbered pages in triplicate and shall be carefully maintained and preserved.

The contractor shall keep site books at various places where work is being carried out so as to be readily available to the Assistant Executive Engineer (PHE),Diphu(R) Sub-Division or his authorised representative(s). Any instruction or order, which the Assistant Executive Engineer(PHE),Diphu(R) Sub-Division or his authorised representative may like to issue to the contractor, may be recorded by him in the site book and two copies thereof be taken by him for his official record. The contractor or his authorised agent/ representative may similarly record in the site book any communication he/they may like to send to the Assistant Executive Engineer(PHE),Diphu(R) Sub-Division and receipt obtained thereof will constitute adequate communication to the Executive Engineer(PHE),Diphu(R) Division.

The Assistant Executive Engineer (PHE),Diphu(R) Sub-Division may also maintain such site books for recording any instruction, which he may like to communicate to the contractor or his agent/ representative. One copy thereof when transmitted to the contractor or his agent/ representative under proper acknowledgement shall constitute adequate communication thereof to the contractor.

The site books are intended primarily for facility of quick but recorded communications (regarding the field activities) between persons working at site on behalf of the two parties. All other important & general communications between the Assistant Executive Engineer (PHE),Diphu(R) Sub-Division or the Department and the contractor or his agent/ representative shall be through letter only, and not through site books.

14. Language and law :

The contract documents shall be drawn up in English language. All correspondences, orders, notice etc. shall also be in English.

The law of Republic of India and the State of Assam shall apply to the contract and the contract is to be constructed accordingly.

15. Contract agreement :

The contractor shall, when called upon to do so, enter into and execute a contract agreement, to be prepared and completed at the cost of the Department in the form annexed with and such mutually agreed modifications as may be necessary.

16. Inspection of site :

The tenderer shall be deemed to have inspected and examined the site of work and its surroundings and information available in connection therewith and to have satisfied himself, so far as practicable, before submitting his tender, so to the form and nature

thereof, including the sub-surface conditions, the extent and nature of works and materials required for completion of the work, the means of access to the work site and the accommodation he may require, and, in general shall be deemed to have obtained all necessary information, subject as above mentioned as to risks, contingencies and other circumstances which may influence or affect his tender.

17. Contractor's supervision :

The contractor shall give or provide all necessary supervision during the execution of the work and as long thereafter as the Assistant Executive Engineer (PHE), Diphu (R) Sub-Division may consider necessary for proper fulfilling of the contract. The contractor may designate competent and authorised agent or representative approved in writing by the Assistant Executive Engineer (PHE), Diphu (R) Sub-Division, which approval may at any time be withdrawn, is to be constantly on the works and shall give his whole time to the supervision of the same.

In the event of absence of the contractor's designated agent or representative for a particular operation of any site of the works, the contractor's supervisory staff or sub-agent or leading hands shall be instructed to receive and carry out any instruction or direction issued or given by the Assistant Executive Engineer (PHE), Diphu(R) Sub-Division or his representatives.

18. Contractor's employees :

The contractor shall employ the following technical staff during the execution of work :

- (a) One experienced graduate Engineer (of appropriate branch), when the work value is Rs. 5.0 lakhs or more.
- (b) One experienced Diploma holder in Engineering (of appropriate branch), when the work value is less than Rs. 5.0 lakhs.
- (c) The technical staff should be available at site for the full time for supervising the technical aspects of the works and to receive instructions from the Assistant Executive Engineer (PHE), Diphu(R) Sub-Division in this respect whenever required by the Assistant Executive Engineer(PHE), Diphu(R) Sub-Division.
- (d) In case the contractor fails to employ the technical staff as aforesaid, the Department will have the right to take suitable remedial measures.
- (e) The contractor is to declare the name and other details/ particulars of the technical staff (as aforesaid) whom he intends to employ or who is under employment on the work at the time he commences the work.

- (f) The contractor is to furnish a certificate to the effect that the technical staff (as aforesaid) is exclusively in his employment.
- (g) A Graduate Engineer and or Diploma holder in engineering may look after more than one work under the Department but total value of work should not exceed Rs. 25.0 lakhs in case of a Graduate Engineer, and, Rs. 10.0 lakhs in case of a Diploma holder in Engineering.

It is not necessary to employ technical staff (as aforesaid as mentioned in 'a' and 'b' above) for the contractor who is himself (or any of the partner in case of a partnership firm/ company) an qualified Engineer or Diploma holder in Engineering, as the case may be, for the supervision of work so long as the work is similar to the what would have been done by an employed technical staff of equivalent cadre.

In case the contractor fails to employ the technical staff as aforesaid he shall be liable to pay to the Department a sum of Rs. 15,000.00 (Rs. fifteen thousand) only, per month of defaults in case of a Graduate Engineer and, Rs. 8,000.00 (Rs. eight thousand) only, per month of defaults in case of a Diploma holder in Engineering.

19. Report of accidents :

The contractor shall within 24 (twenty four) hours of the occurrence of any accident at or about the site or in connection with the execution of the work, report in details, such an accident to the Assistant Executive Engineer(PHE),Diphu(R) Sub-Division. The contractor shall also report such accident to the competent Govt. authority whenever law requires such a report.

20. Tools, Plants & Equipment :

The Department will not issue any construction machinery, tools, plants, equipment etc. required for the contract, and all such machinery, tools, plants, equipment etc. of proper specifications required for smooth and speedy progress of the work are to be arranged by the contractor at his/their own cost and risks.

21. Issue of material :

The Department will not issue any materials required directly or indirectly for execution of then work and the contractor is to arrange all such materials at his own cost and risks. However, the Department may assist the contractor in obtaining the license, permit etc. required, if any, for procurement of the aforesaid construction materials.

The contractor is to provide everything of every short and kind which may be necessary and requisite for the due and proper execution of the several works included in the contract according to the true intent and meaning of the approved drawings and specifications taken together whether the same may or may not be particularly described in the specifications or shown on the drawings provided that the same are reasonably and

obviously to be inferred there-from and in case of any discrepancy between the approved drawings and specification, the Executive Engineer(PHE),Diphu(R) Division, is to decide which shall be followed.

The contractor is to set out the whole of the works in conjunction with the Nodal officer cum Executive Engineer(PHE) Diphu(R) Division or an officer to be deputed by the Nodal officer cum Executive Engineer(PHE) Diphu(R) Division and during the progress of the work to amend on requisition of the Nodal officer cum Executive Engineer(PHE) Diphu(R) Division any error which may arise therein and provide all the necessary and requisites for the work, and all materials & workmanship are to be the best of their respective kinds. The contractor is to provide all plants, labours, and materials, which may be necessary and requisite for the works. The contractor is to leave the work in all respect clean and perfect at the completion thereof.

22.Non compliance of contract agreement :

If the contractor fails to comply with any condition of the contract agreement, the Department will be at liberty to cancel the work at any stage of progress of the work and to get the work complete through other agency. In such eventuality, besides forfeiting the security deposit the contractor may have to pay the extra cost involved in getting the work executed through other agency, and the same will be recovered by the Department from any outstanding amount due to the concerned contractor.

23.Recovery of sums due to the Department :

All compensation or other sums payable by the contractor to the Department under the terms & conditions of this contract will be deducted by the Department from the sum being held as security deposit and/or from any sum, which is due, by the Department to the contractor or any account whatsoever.

24.Drawings and specifications to be furnished :

Plans and drawings forming part of the tender documents shall constitute only a general guidance to enable the contractor to visualise the work contemplated under the contract. Detailed working drawings (if any), required for actual execution of the work shall be furnished by the Department from time to time as and when required during the progress of the work.

2 (two) copies each of the complete set of the concerned drawings and specifications, approved and signed by the concern authority will be furnished to the contractor for his use, and the same are to be kept at work site in charge of the contractor's agent/ representative who is to be constantly kept in the work site and to whom instructions can be given by the Assistant Executive Engineer (PHE),Diphu(R) Sub-Division. All such drawings and specifications shall be and remain the property of the Department and are to be returned to the Assistant Executive Engineer (PHE),Diphu(R) Sub-Division by the contractor after completion of the work.

It shall be exclusive responsibility of the contractor to call upon the Department for, and peruse and obtained from the Department detail plans and drawings required by the contractor from the Department for the proper execution of the work or any particular item or job therein, as and when required, sufficiently in advance of the stage of progress of the work for which the detailed plans and drawings shall be required, and any failure by the contractor to do so shall be entirely at the risk and cost of the contractor and shall not constitute a ground for the extension of time, unless the Department shall fail to provide the contractor the requisite planes/ drawings within 15 (fifteen) days of receipt of written notice by the contractor to the Executive Engineer(PHE),Diphu(R) Division for the supply thereof.

The contractor shall carefully study the detailed drawings/ plans supplied to him in conjunction with all other connected plans/ drawings and other contract documents and shall bring to the notice of the Executive Engineer (PHE),Diphu(R) Division for clarification / correction of any ambiguity, error, discrepancy, contradiction or omission therein prior to the execution of the related work(s).

Any work performed by the contractor in absence of such clarification/ correction shall be at the contractor's risk and responsibility and shall be considered as defective work and such defective work shall have to rectify by the contractor at his own expenses.

Notwithstanding anything to the contrary in the contract documents expressed or implied, and notwithstanding the absence of any ambiguity, error, discrepancy, contradiction or omission in the plans/ drawings as aforesaid, the Department shall be entitled at any time before or during execution of the related work(s) to amend / modified or alter any plan(s) / drawing(s) furnished to the contractor by the Department and the contractor shall thereafter perform and /or continue to perform the related work(s) according to the amended/ modified/ altered plans/ drawings without entitlement to any extra remuneration, and should the contractor thereafter execute any relative work(s) at variance therewith (notwithstanding that the contractor shall have already been made any payment in respect thereof), the provisions of associated clauses related to defective works shall apply thereto, provided that if such amendment/ modification/ alteration shall in the opinion of the contractor, necessitate an extension of time for completion, the provisions of clauses related to extension of time thereto shall apply.

25. Additions and alterations

Any authority given by the Executive Engineer(PHE),Diphu(R) Division for any alteration in or additions to the works is not to violate the contract but all such additions/ omissions or variance made during execution of the works are to be measured and valued by the Executive Engineer(PHE),Diphu(R) Division and added to or deducted from the amount of the contract as the case may be at same rates as available in the price schedule of the contract for such item, if the rate for any such particular item is not covered by the said price schedule then the rate for the same will be analysed as detailed in the relevant clause.

26. Rate for item of works not covered by the price schedule :

If any item of work that may happen to be executed because of any alteration or addition to the work(s) as stated above are not included in the price schedule of the contract agreement, then such item of works shall be treated as contingent and/or supplementary item of works and rate for the same shall be analysed on the basis of various building materials and labour required for the said particular item current at the time of execution including provisions for overheads and contractor's profit, and following the standard norms of analysis of the Assam PWD and/ or Central PWD, as the case may be.

27. How contractor is to protest :

If the contractor considers any work demanded of him to be outside the requirements of the contract or considers any record of ruling of the Executive Engineer(PHE),Diphu(R) Division to be unfair, he shall immediately upon such work being demanded or such record or ruling being made, ask for written instructions or decisions and within 10 (ten) days after the date of receipt of the written instructions or decisions, he shall file a written protest with the Executive Engineer(PHE),Diphu(R) Division, stating clearly and in detail the basis of his objection except for such protests or objections as are made in the manner herein specified and within the time limit stated, the records, rulings, instructions or decisions of the Executive Engineer(PHE),Diphu(R) Division shall be final and conclusive.

28. Loss or damage of works or materials :

All work and materials brought and left upon the work site by the contractor for the purpose of forming part of the works are to be considered to be the property of the Department and the same are not to be removed or taken away by the contractor or any other person without the special license and consent in writing of the Department or of the Assistant Executive Engineer (PHE),Diphu(R) Sub-Division. But the Department is not to be in any way responsible and answerable for any loss or damage which may happen to or in respect of any such work or materials either by the same being lost or stolen or injured by weather or otherwise.

29. Removal and substitution of under specified materials :

The Assistant Executive Engineer (PHE),Diphu(R) Sub-Division have full power to require the removal from the premises of all materials which, in his opinion, are not in accordance with the specification and in case of default the Assistant Executive Engineer(PHE),Diphu(R) Sub-Division is to be at full liberty to employ other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. Assistant Executive Engineer (PHE),Diphu(R) Sub-Division is also have full power to require other proper materials to be substituted and in case of default the Assistant Executive Engineer(PHE),Diphu(R) Sub-Division

may cause the same to be supplied and all costs, which may attend such removal and substitution, are to be borne by the contractor.

30. Liability for replacing bad works :

If in the opinion of the Executive Engineer(PHE),Diphu(R) Division, any of the work have been executed with improper materials or defective workmanship the contractor is when required by the Executive Engineer(PHE),Diphu(R) Division forthwith to be executed the same and to substitute proper materials and workmanship and in case of default of the contractor in so doing within a week the Executive Engineer(PHE),Diphu(R) Division is to have full power to employ other persons to re-execute the work and the cost thereof shall be borne by the contractor.

31. Liability for 6 (six) months after completion :

Any defect, shrinkage or other faults which may appear within 6(six) months from the completion of the work arising out of defective or improper materials or workmanship are upon the direction of the Executive Engineer(PHE),Diphu(R) Division to be amended and made good by the contractor at his own costs unless the Executive Engineer(PHE),Diphu(R) Division shall decide that he ought to be paid for the same, and in case of default the Department may recover from the contractor, the cost of making good the works from any amount due by the Department to the contractor.

32. Injuries or damages caused by Fire or other causes :

From the commencement of the work to the completion of the same they are to be under the contractor's charge. The contractor is to be hold responsible for injuries to persons or for and to make good all injuries, damages and repairs, occasioned or rendered necessary to the same by fire or other cause and he will be held responsible for injuries to persons or for structural damages to property happening from any neglect, default, want of proper care, or misconduct on the part of the contractor or of any one in employment of the contractor during the execution of the work.

33. Fire fighting arrangement :

The contractor shall provide suitable arrangement for fire fighting. For this purpose he shall provide requisite number of fire extinguishers of appropriate type for the work as may be decided by the Assistant Executive Engineer(PHE),Diphu(R) Sub-Division, an adequate number of buckets, some of which are to be always filled with sand and others with water, these equipment shall be provided at suitable prominent and easily accessible places within the work site and shall be properly maintained.

34. Non provision of lights, fencing and other safeguards :

The contractor shall provide at his own cost all necessary barriers, fencing, lights, or other safeguards required to protect the public from accident and shall be bound to bear the expenses of every suit, action, or other proceedings at law which may be brought by any person for injury sustained owing to negligence of the above prosecutions and to pay any damage and cost which may be awarded in any such suit, action or proceedings to any such person which may with the consent of the contractor be paid to compromise any such claim.

35. Delay in commencement of work :

If the contractor fails to start the work within the period stipulated in the work order, his/ their earnest money will be forfeited to the Department and the work order shall be cancelled.

36. Time for completion of work :

The time allowed for completion of the work is as shown in the notice inviting tender (NIT). Time shall be reckoned from the date of handing over the work site (or any part thereof) by the Department to the contractor. The contractor shall commence work within 15 (fifteen) days of the work site or any part thereof being handed over to him and shall complete the work in all respect within the stipulated time for completion of the work.

37. Compensation for delay :

The whole work including such additions and variations as aforesaid but excluding such, if any, as may have been postponed by an order from the Executive Engineer(PHE),Diphu(R) Division shall be completed in every respect within the prescribed period, and if from, any cause whatsoever, other than willful obstruction of default on the part of the Executive Engineer(PHE),Diphu(R) Division or his staff, and except as herein after provided, the whole of such work shall not be finished to the satisfaction of the Executive Engineer(PHE),Diphu(R) Division within said period, the contractor shall pay to the Department by way of ascertained and a liquidate damages for each default, and not by way of penalty, the sum of 1 (one) percent of the amount of the contract per week of such default subject to a maximum of 10 (ten) percent of the total of contract amount and the amount of such damages if any may be deducted by way of said off from any unpaid portion of the contract, price, or otherwise recovered from the contractor and shall be brought into account by the Executive Engineer(PHE),Diphu(R) Division when setting the contractor's account for his final certificate as provided in relevant clauses in the "Form of tender".

38. Liability to complete specified portion of work by the appointed date :

If any time during the progresses of the work the Assistant Executive Engineer(PHE),Diphu(R) Sub-Division shall be of opinion that the contractor is not prosecuting the work with reasonable diligence, it shall be lawful for him to notice in writing, to call upon the contractor to complete a specified portion or portions of the

work by a date to be appointed in the notice, and in the case of default on the part of the contractor to complete such portion or portions by the appointed day to the satisfaction of the Assistant Executive Engineer(PHE),Diphu(R) Sub-Division, the provision of exclusion, it shall apply in the same manner as if it were a default in respect of the work.

39. Action when whole of the security deposit is forfeited :

In any case in which under any clause or clauses of the contract the contractor shall have rendered himself liable to pay liquidated damages or compensation amounting to the whole of his security deposit (whether paid in one sum or deducted by installments), the Executive Engineer (PHE), Diphu(R) Division on behalf of the Department shall have power to adopt any or all of the following courses as he may deem best suited to the interest of the Department.

- (a) To rescind the contract (of which recession notice in writing to the contractor under the hand of the Assistant Executive Engineer(PHE),Diphu(R) Sub-Division shall be conclusive evidence) and in which case the security deposit of the contractor shall stand forfeited, and absolutely at the disposal of the Department.
- (b) To employ labour paid by the Department and to supply materials to carry out the work or any part of the work, debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost and price a certificate of the Executive Engineer(PHE),Diphu(R) Division shall be final and conclusive against the contractor) and crediting him with the value of the work done in all respect in the same manner and at the same rates as it had been carried out by the contractor under the term of his contract, the certificate of the Executive Engineer(PHE),Diphu(R) Division as to the value of the work done shall be final and conclusive against the contractor.
- (c) To measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hands and to give it to another contractor to complete, in which case all expenses which may be incurred in excess of the sum which have paid to the original contractor, if the whole work has been executed by him (of the amount of which excess the certificate in writing of the Assistant Executive Engineer(PHE),Diphu(R) Sub-Division shall be final and conclusive) shall be borne and paid by the original contractor and ,may be deducted from any money due to him by the Department under the contract otherwise or from his security deposit or the products of the sale thereof or a sufficient part thereof.
- (d) In the event of any of the above clauses being adopted by the Executive Engineer (PHE),Diphu(R) Division the contractor shall have no claim to compensation or any loss sustained by him by reason of his having purchased or procurement of any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of contract. And in case the contract is rescinded under the provisions aforesaid the contractor shall not be entitled to recover or be paid any sum for any work therefore actually

performed under this contract, unless and until the Executive Engineer (PHE),Diphu(R) Division shall have certified in writing the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

40. Subletting of the work :

The contract or any part thereof shall not be assigned or sublet without the prior written approval of the Additional Chief Engineer (PHE), Karbi Anglong Autonomous Council, Diphu. If any contractor shall assign or sublet his contract or any part thereof or attempt as to do so or become insolvent, or commence any insolvency proceedings or make any composition with his creditors or attempt so to do, or if any bribe, gratuity, gift, perquisite, reward or advantage, pecuniary or otherwise shall either directly or indirectly be given promised, or offered by the contractor or any of his servants or agents, to any officer or person in the employment of the Department in any way or if any such officer or person of the Department becomes in any way, directly or indirectly, interested in the contract, the Executive Engineer(PHE),Diphu(R) Division may there upon by notice in writing rescind the contract, and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of the Department and the same consequence shall ensure as if the contract had been rescinded, and in addition the contractor shall not be entitled to recover or be paid any work thereof actually performed under the contract.

41. Method of Payment During Execution of the Work :

No payment shall be made for the works estimated to less than twenty thousand till after the whole of the works have been completed, and a certificate of completion given. As regard works costing twenty thousand or over the contractor shall be granted advance payment at each calendar month after commencing the work equivalent to the value of work done since the last payment according to the certificate of the Executive Engineer(PHE),Diphu(R) Division provided that due allowance is made for any sum due by the contractor for any advance payment already received or for any other purpose provided also that a future sum as may be found necessary is returned on deposit as security.

42. Action to be taken on final payment :

When the works are complete and the final certificate of payment drawn up and agreed on the balance remaining due after deducting the amount provided for security shall be paid to the contractor or who shall grant a receipt in full settlement of all demands subject to the refund of the balance of the security deposit until the liability period provided for in the relevant clause has expired provided that a future sum shall be deducted as security from the final certificate to make up any amount which may have been recovered from time to time during the execution of the contract from the security withheld before the final certificate.

43. Final Certificate :

A certificate of the Executive Engineer (PHE),Diphu(R) Division or an award of the referee herein after referred to as the case may be, showing the final balance due or payable to the contractor is to be conclusive evidence of the works having been duly complete and that the contractor is entitled to receive payment of the final balance, but without prejudice to the liability of the contractor under the provision of relevant clauses for defect liability period.

44. Decision in case of dispute etc. :

Provided always that in case any question, dispute or difference shall arise between the Assistant Executive Engineer(PHE),Diphu(R) Sub-Division and the contractor as to what addition, if any, or unfairness to be made to the amount of the contract by reason of the works being delayed through no fault of the contractor, or by reasons of on account of any directions or requisitions of the Executive Engineer(PHE),Diphu(R) Division involving increased cost to the contractor beyond the cost properly attending in carrying out of the contract according to the true intent and meaning of the signed drawings and specifications or as to the works having been duly completed, or as to the construction of these presents or as to the work or as to any other matter or thing arising under or out of his contract except as to matter left during the progress of the works to the sole decision or requisition of the Executive Engineer(PHE),Diphu(R) Division under relevant clauses in case the contractor shall be dissatisfied with any certificate of the Executive Engineer(PHE),Diphu(R) Division shall withheld or not give any certificate, to which the contractor may be entitled, then such question, dispute or difference or such certificate of the value or mater which should be certified as the case may be is to be from time to time referred to the Additional Chief Engineer whose decision shall be final, conclusive and binding on the contractor.

45. Alteration in or restriction of contract :

If at any time after the commencement of the work the Department shall for any reasons whatsoever not required the whole thereof, as specified in the tender, to be carried out, the Assistant Executive Engineer(PHE),Diphu(R) Sub-Division shall give notice in writing of the fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out neither shall have any claims for compensation by reason of any alterations having been made in the original specification, drawing, decisions, and instructions which shall involve any curtailment or increase of the work as originally contemplated.

46. Inspection / Testing fees :

If the inspection or testing of materials before dispatch to the site is required by the Department, inspection fees and all other cost will have to be borne by the contractor.

If inspection or testing of materials at site of work is required by the Department, the contractor will be required to pick such materials as is pointed out by the Assistant Executive Engineer (PHE),Diphu(R) Sub-Division.

45. Idle Time Charges :

The work is of very urgent need and a time & cost bound project. No idle time charge shall be paid to the contractor under any circumstances. For any delay in completion of the work resulted from reasons not attributable to the contractor proportionate time extension shall only be allowed without entertaining any extra claim thereof. Therefore, tenderers are to quote their rates accordingly, keeping in mind the above factors.

46. Force-de-Majeour Clause :

The contract is subject to Force-de-Majeour clause.

ARBITRATION

Subject to the provisions of this tender document, any dispute or difference between the parties hereto arising out of any notified claim of the contractor included in his final bill in accordance with the provisions of these documents and/or arising out of any amount claimed by the Department (whether or not the amount claimed by the Department or any part thereof shall have been deducted from the final bill of the contractor or any amount paid by the Department to the contractor in respect of the work) shall be referred to arbitration by a sole arbitrator selected by the contractor from the a panel of 3 (three) persons nominated by the Department.

The provisions of the Indian Arbitration Act, 1940 and all statutory re-enactment's and modifications thereof and the rules made there under shall apply to all such arbitration subject further to the following conditions:

- a) The arbitrator shall give his award separately in respect of his claim.
- b) In so far as any dispute or difference referred to the arbitration shall relate to or involves any matter or thing in respect of which the decision, opinion, or determination (howsoever expressed) of the Department or Chief Engineer or Additional Chief Engineer or the Executive Engineer (PHE),Diphu(R) Division has been expressed to be final in terms of the contract, such decision, opinion, and/or determination as the case may be, shall be binding upon the arbitrator.

The contractor and the Department may be mutual agreement from time to time enlarge the time within which the arbitrator shall make and publish his award, and the time for making and publishing the award shall accordingly stand enlarged.

No award shall be challenged, nor shall the contractor refuse to make an appointment within the provisions of aforesaid clauses hereof on the ground that any person nominated by the Department or appointed by the contractor pursuant to the provisions of the said clause, is an employee of the Department is or otherwise howsoever connected with the Department.

Notwithstanding the existence of any arbitration in terms hereof or otherwise the contractor shall continue and be bound to continue and perform the works to completion in all respects to the contract (unless the contractor works be determined by the Department), and the contractor shall remain liable and bound in all respects under the contract.

GENERAL SPECIFICATION FOR WORKS

All materials and works are to be in conformity with the specification of the Assam P.W.D. and the specifications prescribed in the Indian Standard Codes (I.S. Code) published by the BIS (Bureau of Indian Standard). While Executing the works all the relevant IS code in general, and the following I.S. Codes in particular are to be referred.

<u>Sl. No.</u>	<u>I.S. Code No.</u>	<u>Title of the I.S. Code</u>
1.	SP 7 : 1983	National building Code of India, 1983, part 9, plumbing services : section 1 : water supply
2.	Sp 35 : 1987	Hand book on water supply & drainage with special emphasis on plumbing.
3.	1172 : 1983	Code of basic requirements for water supply, drainage, and sanitation.
4.	456 : 1978	Code of practice for plain and reinforced concrete.
5.	5530 : 1984	Criteria for design of anchor blocks for penstocks with expansion joints.
7.	10221 : 1982	Code of practice for coating and wrapping of underground steel pipeline.
8.	1538 (Part 1 to 24)	Cast iron fittings for pressure pipes for water, gas and sewage.
9.	782 : 1978	Caulking lead
10.	8329 : 1977	Centrifugally cast (spun) ductile iron pressure pipes for water, gas and sewage.
11.	9523 : 1980	Ductile iron fittings for pressure pipes for water, gas and sewage.
12.	11606 : 1986	Method of sampling cast iron pipes and fittings.
13.	12288 : 1987	Code of practice for laying of ductile iron pipes.
14.	1239 (Part 1 & 2)	Mild steel tubes
15.	3589 : 1981	Electrically welded steel pipes for water, gas and sewage.
16.	5504 : 1969	Spiral welded pipes.

17. 5822 : 1986 Code of practice for laying of welded steel pipes for water supply.
18. 4711 : 1974 Method of sampling of steel pips, tubes and fittings.
19. 780 : 1984 Sluice valves for water works purpose (50 to 300 mm size)
20. 2685 : 1971 Code of practice for selection, installation and maintenance of sluice valves.
21. 5312 (Part 1 & 2) Swing check type reflux (non return) valves for water works purposes.

For all the I.S. Codes and specifications the latest and current amendments and/or revisions are only to be followed.

For interpretation of the IS codes decision of the Additional Chief Engineer shall be final and binding. If for any item of works that may require to executed the IS code does not exist, then the particular item will have to be executed as per the available standard engineering practices and as directed by the Executive Engineer(PHE),Diphu(R) Division.

SPECIFICATION FOR PIPE LAYING WORKS

General :

Clauses in this section shall apply to pipes, specials, bends, valves and fittings of all kinds (except as may be noted hereunder), whether required to be laid in on or below/ above ground, or to be fixed on, or built into other parts of the works. The laying and testing of pipes shall conform to IS:12288 and other relevant I.S. Codes, all with current and upto date amendment and/or revision. The work shall include laying, commissioning, jointing and testing of Fabricated Mild Steel (M.S.) suitable for welding joint and fittings and appurtenances all as indicated in the drawings (to be supplied by the Department) and as directed by the Executive Engineer(PHE),Diphu (R) Division. The Fabricated Mild Steel (M.S.)and fittings etc. shall be supplied by the Department to the contractor at free of charges. The contractor shall have to arrange for taking delivery of the pipes from the store yard of the Department located within the limit of Diphu, Karbi Anglong District and to carry the same to the work site at his own costs and risks. All other materials required, directly or indirectly, are to be supplied by the contractor at his own cost and all such materials are to be new and of the best quality in conformity with the relevant BIS standards.

Handling of pipes :

Pipes shall be handled very carefully and any damage to the pipes (and also any materials supplied to the contractor by the Department) due to careless handling shall be at contractors own cost and risk. While unloading, pipes shall not be thrown down from the trucks on road/ hard surface. Unloading them on timber skids without a steadying rope and thus allowing the pipes to bump hard against one another should not be allowed. In order to avoid damage to the pipes, especially to the ends, pipe should not be dragged along concrete and similar pavements with hard surfaces.

Throughout the tenure of works including taking delivery, handling, storing and transporting pipes and fittings and valves on or about the site, the contractor shall use such methods, plants and equipment as will prevent damage to the pipes and fittings and valves and to any special protections or paint works. Such methods shall include the use of appropriate pipe hooks for lifting of pipe, protective padding, struts, cradles, and pipe trailers.

Temporary packing, coverings or crates provided by the manufacturer for the protection of pipe and fittings and valves shall not be removed (except for purposes of inspection after which they shall be replaced) until immediately before the pipe and fitting or valve is installed. Such temporary packing, coverings or crates are to be removed and disposed off by the contractor just before the installation of the pipes and fittings and valves.

No fitting and pipe shall be moved by rolling, except over suitable timber planking arranged as not to damage the pipe and fittings and their external protection.

Inspection at time of installation :

When delivery is taken, the pipes, fittings and valves, including any protective coatings, shall be inspected by the contractor for any defects therein before installation of the same. Any repairable defects shall be rectified by the contractor as directed by the Assistant Executive Engineer (PHE),Diphu(R) Sub-Division before the pipes, fittings and valves are installed or jointed as the case may be. Any special materials, tools & plants, equipment etc. that are required for the rectifying the defects shall be used with due regards to the manufacturer's recommendations.

The contractor shall remove from the site and shall provide a replacement of pipe, fittings, and/or valve which in the opinion of the Assistant Executive Engineer (PHE),Diphu(R) Sub-Division is so badly damaged as to be unfit for repair at the site.

Detection of cracks in Fabricated Mild Steel (M.S.):

In addition to the above, the Fabricated Mild Steel (M.S.) pipes shall be inspected for cracks before commencement of laying operation, and, be rung with a light hammer preferably when suspended.

Pipe line in trenches :

The construction of pipeline in trenches shall be co-ordinate with the excavation and back filling of trenches so as to ensure expeditious completion of the whole operation.

Bottom of pipe trenches :

The contractor shall be responsible for forming a sound foundation or granular bed under the pipes and he shall make all necessary tests and bring to the attention of the Assistant Executive Engineer(PHE),Diphu(R) Sub-Division any deviation in the bed strata, presence of soft unsound materials, ridges of rock etc. that may be encountered.

Should the contractor fail to comply with the above shall be responsible during the maintenance period for all brackages, fractures or leakage which may occur in the pipe line as a result of the aforesaid condition.

Granular material for bedding :

Granular bed made of predominantly non plastic sand or stone crusher dust shall have to be provided as cushioning to pipe lines specially if there is any deviation in the bed strata or presence of soft unsound materials or ridges of rock etc. are encountered on the trench bottom or as directed by the Assistant Executive Engineer (PHE),Diphu(R) Sub-Division. Thickness of such cushioning shall be $1/3^{\text{rd}}$ of the pipe diameter subject to a minimum of 80 mm, and shall be spread over the full width of the pipe trench.

Laying to curves :

Where flexible jointed pipes are to be laid to curves, or wherever it is necessary to deflect pipe from a straight line, either in the vertical or horizontal plane to avoid obstructions, or where long-radius curves are permitted, the angular deflection in each joint shall not exceed the permissible limit recommended in the relevant IS code. For sharper curves purpose made bevel pipes, bevel adapters and standard bends shall have to be provided.

Anchor/ thrust block :

Contractor shall provide anchor/ thrust blocks at all sharp bends and at all other places as directed by the Assistant Executive Engineer (PHE),Diphu(R) Sub-Division. Anchor blocks shall be of reinforced cement concrete of M15 grade and as per the specified dimensions.

Cover to pipe line :

The cover from the crown of the pipe to finished ground level shall not be normally less than 1000 mm.

Cutting of pipe :

The cutting of pipe when necessary for inserting valves, fittings, or closure places shall be done in a neat and work man like manner without damage to the pipe so as to leave a smooth end at right angle to the pipe axis.

Installation of Fabricated Mild Steel (M.S.)and fittings :

Unless otherwise specified, Fabricated Mild Steel (M.S.)pipes and fittings shall be placed in position singly and shall not be jointed until they have been inspected by the Assistant Executive Engineer(PHE),Diphu(R) Sub-Division.

The line and levels of the pipe and the position of fittings such as bents, junction's etc., are generally shown approximately on the drawings. But the same shall have to be accurately installed to the true lines, levels, grades and positions set out by the contractor from the data supplied to him by the Assistant Executive Engineer (PHE),Diphu(R) Sub-Division. Changes in direction or in grade of the pipeline shall be carried out by making use of any permissible deflection of joints between straight pipes or by the introduction of proper bends as may be directed by the Assistant Executive Engineer (PHE),Diphu(R) Sub-Division.

When the grade of the pipeline is steeper than 1 in 20, installation of pipes and fittings shall proceed on an ascending grade and as far as possible with the socket end (in case of socket & spigot pipe) end leading. When the grade is milder than 1 in 20 installation may proceed without break on both ascending and descending grades unless the Assistant Executive Engineer (PHE),Diphu(R) Sub-Division directs otherwise.

Pipes and fittings, which are to be fixed on to or built into other structure, the same shall have to be made as shown in the detailed drawings to be supplied by the Department and/or as directed by the Assistant Executive Engineer (PHE),Diphu(R) Sub-Division. Brackets, steelworks, cradles and similar fixtures shall be in accordance with the typical details shown in the drawings to be supplied by the Department. If such details are not made in the drawings supplied by the Department, or if the contractor wants to propose some other convenient alternative for the same, then the contractor shall prepare and submit such details to the Assistant Executive Engineer (PHE),Diphu(R) Sub-Division for his approval prior to installation of the same.

All steelworks, Brackets and cradles etc. are to be painted with two coats of bituminous pain over coat of red lead primer.

Internal surface of the pipe shall be thoroughly brushed to remove any earth, stone, cement or any other foreign materials. The contractor shall keep the interior of the pipelines and fittings clean and free from all dirt, dust, stones or other foreign matter as installation proceeds. The end of each pipeline laid after the day work shall be sealed with wooden plug or any other method as approved by the Assistant Executive Engineer(PHE),Diphu(R)Sub-Division to prevent entry of any foreign matter.

Jointing of Fabricated Mild Steel (M.S.):

After the pipes and fittings are laid in the trench/ over ground/ over supports, jointing is to be done after thorough cleaning of the joint surface by any one of the following methods depending on the type and nature of the pipe and fittings to be used. Any other type of jointing if adopted shall have prior approval of the Assistant Executive Engineer (PHE),Diphu(R) Sub-Division. In all the cases the joints must withstand the test pressure for which the pipe is manufactured. Before any joint is made special care should be taken to ensure that the ends of the pipes and fittings are absolutely free from oil or greasy substances. The common types of joint for jointing the Fabricated Mild Steel (M.S.) pipe & fittings/ valves/ specials etc. are (i) Electric welding. All the joints and jointing materials shall have to be in strict conformity with the relevant BIS specifications.

INFORMATION ABOUT TENDERER :

(To be duly filled in by the tenderer and be submitted along with the tender)

1. In case of Individual :

- 1.1 Name of the Business :
- 1.2 Name of the Proprietor with full address :
- 1.3 Whether his business is registered :
- 1.4 Date of commencement of business :
- 1.5 Whether he is an employee or is related to any employee of the Public Health Engineering Department, Assam, present or retired within the past two years. :

2. In case of Partnership firm :

- 2.1 Name of the Business :
- 2.2 Name of the Partners with full address :
- 2.3 Firm registration No. with date :
- 2.4 Date of establishment of the firm :
- 2.5 Whether any partner or member of the firm is an employee or related to any employee of the Public Health Engineering Department, Assam, present or retired within the past two years. :

3. In case of Limited Liability Company or Company Limited by Guarantees :

- 3.1 Name of the Company :
- 3.2 Name of the Directors with full address :
- 3.3 No. and date of registration of the Company :
- 3.4 Amount of paid up capital :
- 3.5 Whether any of the Directors of the Company is an employee or related to any employee of the Public Health Engineering Department, Assam, present or retired within the past two years. :

Signature of tenderer

(With date)

(If required tenderer may attach additional sheets with page No. for filling up the above information)

EXPERIENCE QUESTIONNAIRE

(To be furnished by the tenderer along with the tender)

1. The tenderer has completed the following similar construction projects in the last three years :

Sl. No.	Name of Work	Department	Value of the Work in Rupees	Stipulated time of completion	Actual time of completion

2. The tenderer is currently executing the following similar construction projects :

Sl. No.	Name of Work	Department	Value of the Work in Rupees	Stipulated time of completion	Date of commencement	% of progress till now

Signature of Tenderer
(With Date)

Note : Copy of the work orders, Certificate from Government/ Semi Government/ Government Undertakings etc. as the case may be, should be enclosed herewith in support of the above information.

(If required tenderer may attach additional sheets with page No. for filling up the above information)

EQUIPMENT QUESTIONNAIRE

(To be furnished by the tenderer along with the tender)

The tenderer has the following Tools & Plants and Construction Equipment under his possession and which he proposed for utilising in execution of the said contract.

Sl. No.	Name of the Tools & Plants/ Construction Equipment	Model	Make

Signature of Tenderer
(With Date)

(If required tenderer may attach additional sheets with page No. for filling up the above information)

PUBLIC WORKS DEPARTMENT, ASSAM
FORM OF TENDER
[Form F-2 (modified) of Assam P.W.D.]

GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS

1. All works proposed for execution by contract will be notified in a form of invitation to tender posted on a board hung up in the office of and signed by the Assistant Executive Engineer/Executive Engineer.

The form will state the work to be carried out, the date of submitting and opening tenders, the time allowed for carrying out the work, the amount of the security deposit to be deposited by the successful tenderers and the percentage, if any, to be deducted from bills, copies of specifications, designs and drawings and any other documents required in connection with the work, signed (with the exception of the current P.W.D. general specifications and relevant I.S. Specification which although binding on the contractor need not be signed) for the purpose of identification.

2. In the event of the tender being submitted by a firm, it must be signed separately by each member thereof or in the event of absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so. Such power of attorney to be produced with tender must disclose that the firm is duly registered under the Indian Partnership Act.

3. Receipt for payments made on account of a work, when executed by a firm must also be signed by the several partners except when the contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts for the firm.

4. Any person who submits a tender shall fill up the usual printed form stating at what rates he is willing to undertake each item of the work. Tenders which proposed any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, will be liable to rejection. No single tender shall include more than one work but contractors who tender for two or more work shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer written outside the envelopes.

5. Executive Engineer or his duly authorized assistant will open tenders in presence of any intending contractors who may be present at the time, and will initial and date the tenders. In the event of a tender being accepted, a receipt for the earnest forwarded there with shall there upon be given to the contractor who shall there upon for the purpose of identification sign copies of the specifications and other document as mentioned in Rule – 1 in the event of a tender being rejected, the earnest money forwarded with such unaccepted tender there upon shall be returned to the contractor making the same.

6. The Executive Engineer, shall have the right of rejecting all or any of the tenders without assigning any reasons and will also not be bound to accept the lowest tender.

7. The receipt of an accountant or a clerk for any money paid by the contractor will not be considered as acknowledgement of payment to the Department. And the contractor shall be responsible for seeing that he procures a receipt signed by Finance Officer of the Department or his authorized assistant

8. The memorandum of work tendered for and the memorandum of materials to be supplied by the Department and their issue rates, shall be filled in and completed in the office of the Nodal officer cum Executive Engineer before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in or completed he shall request the office to have this done before he completes and delivers his tender.

TENDER FOR WORKS

I/ we hereby tender for execution for the Assam Industrial Department of the work specified in the under written memorandum within the time specified on such memorandum at the rates specified therein, and in accordance in all respect with the true intent and meaning of the specifications, designs,

drawings and instructions in writing referred in to rule – 1 thereof and Clause – 2 of annexed conditions o and with such materials as are provided for, and in all other respects in accordance with such conditions so far as applicable

MEMORANDUM

- (a) General descriptions :
- (b) Estimated Cost : Rs.
- (c) Earnest money : Rs.
- (d) Security Deposit : Rs.
(Including Earnest money)
- (e) Percentage, if any, to be deducted from bills : Percent.
- (f) Time allowed for the work from the written order to commence : Month.

Item No.	Item of Works	Unit	Per	Rates Tendered		
				In Figures		In Words
				Rs.	P.	

Should this tender be accepted in whole or part, I/We hereby agree to abide by and fulfill all the terms and provisions of the said conditions of contracts annexed thereto so far as applicable and/ or in default thereof to forfeit and pay to the State Government the sums of money mentioned in the said conditions.

Signature of Contractor
Before submission tender

Dated Day of 200 ...

Witness**

Signature of Witness
To contractor signature

Address
Occupation

The above tender is hereby accepted by me on behalf of Public Health Engineering Department,.

Dated the day of 200 ...

Executive Engineer

Signature of the officer
By whom accepted

CONDITIONS OF CONTRACT

Definition:

1. The contract means the documents forming the tender and acceptance thereof and the formal agreements executed between the Public Health Engineering Department, and the contractor together with the documents referred to therein including these condition the specifications designs drawings, and

instructions issued from time to time by the Engineer in charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

1. In the contract the following expression shall unless the context otherwise requires have the meanings hereby respectively assigned to them.

- (a) The expression “Work” or “Works” shall unless there be something either in the subject or context repugnant to such condition be constituted and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent and whether original or, altered, substituted or additional.
- (b) The “Site” shall mean the land and/ or other places on into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
- (c) The “Contractor” shall mean the individual or firm or company whether incorporated or not undertaking the works and shall include the legal personal representative or such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted agencies of such individuals or firm or firms or company.
- (d) The “Additional Chief Engineer (PHE)” mean the Additional Chief Engineer (PHE) of Public Health Engineering Department,
- (e) The Nodal officer cum Executive Engineer(PHE) Diphu(U) Division
- (f) The “Department” mean the Public Health Engineering Department,.

Words imparting the singular number include the plural number and *Vice-Versa*.

Clause 1.

The person / persons whose tender may be accepted (herein after called the contractor) shall permit the Department at the time of making any payment to him for work done under the contract to deduct such some as will amount to 10% percent of the all money so payable, such deduction to be held by the Department free of interest by way of security deposit.

Security Deposit

Unless he is / they are exempted from payment of security deposit in individual case or has/ have deposited the amount of security at the rate mentioned above in case or in the form of fixed deposit receipts of any Nationalised Bank or the State Bank if India or in the form prescribed by the Department in case of fixed deposit receipt of any bank is furnished by the contractor to the Department as part of the security deposit and the Bank goes into liquidation or for any reason unable to make payment against the said fixed deposit receipt the loss case thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Department to make good the deficit.

All compensation or the other of money payable by the contractor to the Department under the terms of this contract may be deducted from, or paid by the sale of sufficient part of the security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the contractor by the Department for any amount whatsoever and in the event of his

security deposit being reduced by reason or such deductions or sale as aforesaid. The contractor shall within 10 days there after make good in cash or guarantee Bonds in favour of the Department, executed or fixed deposit within financial limits prescribed by the Reserve Bank of India or Government securities (if deposited for more than 12 months) endorsed in favour of the Additional Chief Engineer (PHE) any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above.

The security deposit will be retained by the Department for three months after completion of works unless after a part of the work has been completed further works is postponed owing to cause outside the contractor's control in which case the Department refund corresponding proportionate part of the security deposit six months after completion of the part of the work.

Clause 2.

The time allowed for carrying out the work as entered in the tender shall strictly observed by the contractor and shall be reckoned from fifteenth days after the same on which the order to commence work given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with, with all due diligence (time being deemed to be of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one percent or such smaller amount of the estimated cost of the whole work as shown in the tender for every week that the work remains uncommenced or unfinished, after the proper date. And further to ensure good progress during the execution of the work the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month, to complete one fourth of the whole of the work before one fourth of the whole time allowed under the contract has elapsed, one half of the work before one half of such time has elapsed and three fourth of the work before three fourth of such time has elapsed, such estimation of the amount of the work done at any period being made by the Executive Engineer(PHE) Diphu(U) Division, whose decision shall be final. In the event of the contractor failing to comply with the conditions he shall be liable to pay as compensation an amount equal to one percent or such smaller as the Project Manage (whose decision in writing shall be final and conclusive) may decide on the said estimated cost of the whole for every week that the due quantity of works remain incomplete provided always that the entire amount of compensation to be paid under the provisions of the clause shall not exceed 10 % on the estimated cost of the work, as shown in the tender.

Compensation for delay.

Clause 3.

In any case in which under any clauses of this contract, the contractor shall have tendered himself liable to pay compensation amounting to 50% or more of his security deposit (whether paid in one sum or deducted by installment) by the Executive Engineer (PHE) Diphu(U) Division on behalf of the Department shall have

Action when 50 % or more security deposit is forfeited.

power to adopt any of the following clauses, as he may deem best suited to the interest of the Department.

(a) To rescind the contract, as to which rescission notice in writing to the contractor under the hand of the Executive Engineer(PHE) Diphu(U) Division shall be final and conclusive, and in which case the security deposit of the contractor shall stand forfeited, and absolutely at the disposal of the Department.

(b) To employ labour paid by the Department and to supply materials to carry out the work or any part of the work debiting the contractor with the cost of the labour and the price of the materials plus 15% on the total of the aforesaid cost and price to cover the cost of supervision (as to the amount of which cost & price certificate of the Executive Engineer(PHE) Diphu(U) Division shall be final and conclusive) and crediting with the value of work done, in all respect in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract and the certificate of the Executive Engineer(PHE) Diphu(U) Division as to the value of the work done shall be final and conclusive.

(c) To measure up the work of the contractor and to take such a part thereof as shall be unexecuted out of his hands, and to give it to any other contractor to complete in which case any expense which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him as to the amount of which excess the certificate in writing of the Executive Engineer(PHE) Diphu(U) Division shall be final and conclusive shall be borne and paid by the original contractor and may be deducted from any money due to him by the Department under the contract or otherwise or from his security deposit the proceeds the sale thereof, or a sufficient part thereof.

In the event of any of above clauses being adopted by the Executive Engineer (PHE) Diphu(U) Division, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchases or procured any material or entered into any engagement or made on advances on amount of or with a view to the execution of the work or the performance of contract. And in case the contract shall not be entitled to recover or be paid any sum for any work therefore actually performed under his contract unless and to until the

Clause 4

In any case in which the powers conferred upon the Executive Engineer(PHE) Diphu(U) Division by Clause 3 hereof shall become exercisable and the same shall not be exercised then non-exercise thereof shall not constitute a waiver of any of the condition hereof and such power shall notwithstanding be exercisable in the event of any future case of default by the contractor for which under any clause or clauses hereof he is liable to pay compensation which with any compensation remaining unrealized amounts to 50 % or more of his security deposit. In the event of the Executive Engineer(PHE) Diphu(U) Division putting in force either of the power (a) or (c) vested in him under the proceeding clause he may, if he so desires, take possession of all or

Contractor remain liable to pay compensation if action not taken under Clause 3 . Powers to take possession of or removal of or sell contractor's plant.

any tools, plants, materials or store in or upon the works or the site thereof or belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same account at the contract rates or in case of these not being applicable, at current market rates to be certified by the Executive Engineer(PHE) Diphu(U) Division whose certificate thereof shall be final and conclusive, otherwise the Executive Engineer(PHE) Diphu(U) Division may by notice in writing to the contractor or his other authorized agent require him to remove such tools, plants, materials or stores from premises within a time to be specified in such notice and in event of the contractor failing to comply with any such requisition the Executive Engineer(PHE) Diphu(U) Division may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and at his risk in all respect, and the certificate of the Executive Engineer(PHE) Diphu(U) Division as to the expense of any such removals and the amount of the proceeds and expense of any such sale shall be final and conclusive.

Clause 5.

If the contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidable hindered in its execution or on any other grounds he shall apply in writing to the Executive Engineer(PHE) Diphu(U) Division within 30 days of the date of hindrance or date of the occurrence or commencement of the aforesaid other grounds on account of which he desires such extension as aforesaid and the Nodal officer cum Executive Engineer(PHE) Diphu(U) Division shall, if on his opinion (Which shall be final and conclusive) reasonable grounds be shown therfor, authorize such extension of time, if any, as may, in his opinion be necessary or proper.

Clause 6.

The contractor shall give the Nodal officer cum Executive Engineer(PHE) Diphu(U) Division notice in writing when the work is completed and on receipt of such notice. The Nodal officer cum Executive Engineer(PHE) Diphu(U) Division or his subordinate shall inspect the work and if completed make an entry in the measurement book to this effect. The contractor then shall be furnished with a certificate by the Nodal officer cum Executive Engineer(PHE) Diphu(U) Division (hereinafter called the Engineer-in Charge) of such completion but not such certificate shall be given nor shall the work be considered to be completed until the contractor shall have removed from the premises, on which the work shall be executed all dirt from all wood worked doors, windows, walls, floors, or other parts of any structures in, upon, or about which the work has been executed or of which he may have had possession for purpose of the execution thereof, if the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish and cleaning off dirt on or before the date fixed for the completion of the work, the Assistant Executive Engineer(PHE), Diphu(U) (C/M) Sub-Division may at the expense of the contractor remove such scaffoldings, surplus materials and rubbish, and dispose of the same as he thinks fit and clear of such dirt as aforesaid and the contractor shall forthwith pay the amount

Extension of time.

Completion Certificate.

of all expense so incurred plus fifteen percent supervision charges and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized realised by the sale thereof.

Clause 7.

No payment shall be made for works estimated to cost less than rupees twenty thousand, till after the whole of the works shall have been completed and a certificate of completion given. But in the case of works estimated to more than rupees twenty thousand the contractor shall on submitting the bill thereof be entitled to receive a monthly payment proportionate to the part thereof then executed and passed by the engineer-in charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. But all such intermediate payments shall be regarded as payments by way of advance against the final payment only and not as payment for the works actually done and imperfect or unskillful work to be removed and taken away and reconstructed, or be considered as an admission of the due performance of the contract, or any part there in any respect on the occurring of any claim nor shall it conclude, determine, or effect in any way the powers of the Assistant Executive Engineer(PHE),Diphu(U)(C/M) Sub-Division under these conditions or any them as to the final settlement and adjustmebnt of the accounts or otherwise, or in any other way a vary or affect the contract. The final billshall be submitted by the contractor within one month of the date fixed for completion of the work, in default, the Assistant Executive Engineer(PHE),Diphu(U)(C/M) Sub-Division may himself prepare or depute a subordinate to prepare such bill, and in any event the Assistant Executive Engineer(PHE),Diphu(U)(C/M) Sub-Divisions certificate of the measurement and of the total amount payable for the work shall be final and conclusive.

Payment on intermediate certificate to be regarded as advance.

Clause 8.

A bill shall be submitted by the conteactor each month on or before the date if any fixed by the Assistant Executive Engineer(PHE),Diphu(U)(C/M) Sub-Division for all work executed in the previos month and the Assistant Executive Engineer(PHE),Diphu(U)(C/M) Sub-Division hall take ior cause to be taken the requisite measurement for the purpose of having the sameverified and the claimas for as admissible adjusted if the possible before the expiry of ten days from the presentation of the bill . If the contractor does not submit the bill within the time fixed as aforesaid the Assistant Executive Engineer(PHE),Diphu(U)(C/M) Sub-Division may depute a subordinate to measure up the said work in the presence of the contractor or his duly accredited agent whose countersignature to the measurement book will be sufficient warrant, and the Assistant Executive Engineer(PHE),Diphu(U)(C/M) Sub-Division may prepare or cause to be prepared a bill from such book which shall be binding on the contractor in all respects. Should the contractor dispute the accuracy of any measurement taken f or the purposes of any intermediate or final bill orof the completion certificate he must intimate the fsct in writing to final Assistant Executive Engineer(PHE),Diphu(U)(C/M) Sub-Division within forth eight

Bills to be submitted monthly

hours of the measurement being taken and must obtain a receipt for the safe delivery of the letter either through the post office or direct from the office of the Assistant Executive Engineer(PHE),Diphu(U)(C/M) Sub-Division. Should the contractor intimate his non acceptance of the measurement. Within forty eight hours of the measurements having been taken in the manner described above, no claim will subsequently be entertained regarding the accuracy of the measurements, classification of the workrates or in any matter connected with the measurement. If nonacceptance is intimated within the period herein prescribed, the decision of the Assistant Executive Engineer(PHE),Diphu(U)(C/M) Sub-Division on the dispute shall be final and conclusive.

Clause 9.

The contractor shall submit all bills on the printed forms to be had on application at the office of the Assistant Executive Engineer(PHE),Diphu(U)(C/M) Sub-Division and the charges in the bills shall always be entered on the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the tender, at the rates hereinafter provided for such work.

Bill to be on the printed form.

Clause 10.

If the specification or the estimate of the work provides for the use of any special description of materials to be supplied from the Assistant Executive Engineer(PHE),Diphu(U)(C/M) Sub-Division's store, or if it is required that the contractor shall use certain stores to be provided by the Engineer – in – charge (such materials and stores and the price to be charged thereof as hereinafter mentioned being so far as practicable for the convenience of the contractor, but not so as in any way to control the meaning or effect of this contract, specified in the schedule or memorandum hereto annexed), the contractor shall be supplied with such materials and stores as required from time to time to be used by him for the purpose of the contract only, and the value of the full quantity of materials and stores so supplied at the rates specified in the said schedule or memorandum may be set off or deducted from any sum then due or thereafter to become due to the contractor under the contract or otherwise, or against or from the security deposit, or the proceeds of the sale thereof if the same is held in Government securities, the same or a sufficient part thereof being in this case sold for the purpose. All materials supplied to the contractor shall remain the absolute property of the Department and shall not in any account be removed from the site of the work and shall at all times be open to inspection by the Assistant Executive Engineer(PHE),Diphu(U)(C/M) Sub-Division, but all such materials shall be in the custody of the contractor who shall be responsible for any loss, damage or deterioration due to theft, fire, storm, flood, earthquake or any other cause of any nature whatsoever. Any such materials unused and in perfectly good condition at the time of completion or determination of the contract shall be returned to the Assistant Executive Engineer(PHE),Diphu(U)(C/M) Sub-Division, store by a notice in

Stores supplied by the Department.

writing under his hand he shall be required; but the contractor shall not be entitled to return any such materials unless with such consent, and shall have no claim for compensation on account of any such materials so supplied to him as aforesaid being unused by him for any wastage in or damage to any such materials.

Clause 11.

The contractor shall execute the whole and every part of the work in the most substantial and workman like manner, both as regards materials and other ways in every respect in strict accordance with the true intent and meaning of the drawings and specifications. The contractor shall also confirm exactly, fully and faithfully to the true intent and meaning of the design, drawings and instructions in writing relating to the work signed by the Assistant Executive Engineer(PHE),Diphu(U)(C/M) Sub-Division and lodged in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hour and the contractor shall, if he so require, be entitled at his own expense to make all cause to be made copies of the specification, and of all such designs, drawings and instructions as aforesaid.

Works to be executed in accordance with specification, order etc.

Clause 12.

The Executive Engineer(PHE),Diphu(U)Division shall have power to make any alterations in or additions to the original specifications, drawings, designs, and instructions that may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instructions which given to him in writing and signed by the Assistant Executive Engineer(PHE),Diphu(U)(C/M) Sub-Division, and such alteration shall not invalidate the contract; and any additional work which the contractor may be decided to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work, and at the same rates as are specified in the tender for the main work. The time for completion of the work shall be extended in the proportion that the additional work bears to the original contract work and the certificate of the Assistant Executive Engineer(PHE),Diphu(U)(C/M) Sub-Division shall be final and conclusive as to such proportion. And if the additional work include any class of work for which no rate is provided in this contract then such class of work shall be carried out at the rates entered in the schedule of rates of Assam PWD, current at the time of execution and if such mentioned class of work is not entered in the said schedule of rates of Assam PWD, then the contractor within 7 (seven) days of the date of his receipt of order to carry out the work inform the Assistant Executive Engineer(PHE),Diphu(U)(C/M) Sub-Division for such class of work and if the Assistant Executive Engineer(PHE),Diphu(U)(C/M) Sub-Division of the rate which it is his intention to charge for such class of work and if the Assistant Executive Engineer(PHE),Diphu(U)(C/M) Sub-Division does not agree to this rate, he shall by notice in writing, be at liberty to cancel his order to carry out such class of work, and arrange to carry it out in such manner as he may consider, provided always

Alteration in specification and designs do not invalidate contracts. Extension of time in consequence of alterations . Rates for works not in estimate or schedule of rates.

that if the contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been determined as lastly herein before mentioned, then in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rates as aforesaid according to such reasonable rates as shall be fixed by the Assistant Executive Engineer(PHE),Diphu(U)(C/M) Sub-Division. In the event of a dispute, the decision of the Nodal officer cum Executive Engineer(PHE) Diphu(U) Division shall be final and conclusive.

Clause 13.

If the contractor consider any work demanded of him to be outside the requirements of the contract, or considers any record or ruling of the Assistant Executive Engineer(PHE),Diphu(U)(C/M) Sub-Division to be unfair, he shall immediately upon such work being demanded or such record or ruling being made, ask for written instructions or decisions and within 10 (ten) days after the date of receipt of written instructions or decisions, he shall file a written protest with the Assistant Executive Engineer(PHE),Diphu(U)(C/M) Sub-Division stating clearly and in detail the basis of his objections. Except for such protest or objections are made in the manner herein specified and within the time limit stated, the record, ruling, instructions or decisions of the Assistant Executive Engineer(PHE),Diphu(U)(C/M) Sub-Division shall be final and conclusive.

How contractor is to protest.

Clause 14.

If at any time after the commencement of the work the Department shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out, the Assistant Executive Engineer(PHE),Diphu(U)(C/M) Sub-Division shall give notice in writing of the fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit advantages, which he might have derived from the execution of the work, in full, but in which he did not derived in consequence of the full amount of the work not having been carried out neither shall be have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs, and instruction which shall any curtailment of the work as originally contemplated.

No compensation or alteration in, or restriction of work to be carried out.

Clause 15.

If it shall appear to the Assistant Executive Engineer(PHE),Diphu(U)(C/M) Sub-Division or his subordinate in charge of the work, that any work has been executed with unsound, imperfect, unskillful workmanship or with materials of any inferior description, or that any materials or article provided by him for the execution of the work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract, the contractor shall be demanded in writing from the Assistant Executive Engineer(PHE),Diphu(U)(C/M) Sub-Division specifying the works, materials or articles complained of not withstanding that the same may have been inadvertently passes, certified and paid for forthwith rectify or removed and reconstruct

Action and compensation payable in case of defective work.

the work so specified in whole or part, as the case may require, or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost, and in the event of his failure to do so within a period to be specified by the Assistant Executive Engineer(PHE),Diphu(U)(C/M) Sub-Division to his demand aforesaid, then the contractor shall be liable to pay compensation at the rate of one percent on the amount of the contract for every day not exceeding ten days, while his failure to do so shall continue and in the case of the contractor's continued failure over the above ten days specified above, the Assistant Executive Engineer(PHE),Diphu(U)(C/M) Sub-Division may rectify or remove, and re-execute the work or remove and replace with other materials or articles complained of, as the case may be, at the risk and expense in all respects of the contractor and charge the contractor for the work in sub clause (b) of clause 3 above.

Clause 16.

All works under or in course of execution or executed in presence of the contract shall at all times be open to the inspection and supervision of the Assistant Executive Engineer(PHE),Diphu(U)(C/M) Sub-Division or his subordinates and the contractor at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Assistant Executive Engineer(PHE),Diphu(U)(C/M) Sub-Division or his subordinate to visit the works shall have been given to the contractor either by himself be present to receive order and instructions, or have a responsible agent duly accredited in writing person for that purpose. Orders given the contractor's agent shall be consider to have the same forces as if they had been given to the contractor himself.

Works to be open to inspection. Contractor or responsible agent to be present.

Clause 17.

The contractor shall give not less than 5 days in writing to the Assistant Executive Engineer(PHE),Diphu(U)(C/M) Sub-Division or his subordinate in-charge of the work before covering up or otherwise placing beyond the reach of measurement or inspection of any work in order that the same may be inspected or measure, and correct dimension thereof be taken before the same is so covered up or placed beyond the reach of measurement of inspection, any work without the consent in writing of the Assistant Executive Engineer(PHE),Diphu(U)(C/M) Sub-Division or his subordinate in-charge of the work, and if any work shall be covered up or placed beyond the reach of measurement or inspection without such notice having been given or consent obtained in writing the same shall be uncovered at the contractor's expenses , or in default thereof no payment or allowance shall be made for such work or materials with which, the same was executed.

Notice to be given before the work is covered up.

Clause 18.

If the contractor or his work people or servants, shall break, deface, injure, or destroy any part of structure in which they may be working or any building, road, fencing, road curb, water pipe, cables, drains, electric / telephone poles, trees, enclosures,

Contractor liable for damage done and for imperfection for 3 month after certificate.

grass or grass land or cultivated ground contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work. While in progress, from any case whatever or any imperfection become apparent in it within three months after a certificate, final or other of its completion shall have been given by the Assistant Executive Engineer(PHE),Diphu(U)(C/M) Sub-Division as aforesaid, the contractor shall made the same good at his own expense, or in default, the Assistant Executive Engineer(PHE),Diphu(U)(C/M) Sub-Division may cause the same to be made good by other workmen and deduct cost of (of which the certificate of the Assistant Executive Engineer(PHE),Diphu(U)(C/M) Sub-Division shall be final and conclusive) plus fifteen percent supervision charge from any sum that may be then or at any time thereafter may become due to the contractor or from his security deposit or the proceed of sale thereof, or of a sufficient portion thereof.

Clause 19.

The contractor shall supply at his own cost materials (except such special materials, if any, as may in accordance with the contract be supplied from the Assistant Executive Engineer(PHE),Diphu(U)(C/M) Sub-Division's stores), plants, tools, appliances, implements, ladders, cordage, tack scaffoldings and temporary works required or proper for the proper execution of the work, whether original or altered or substituted and whether include in the specification or other documents forming part of the contract or referred to in those conditions or not or which may be necessary for the purpose of satisfying or complying with the requirements of the Assistant Executive Engineer(PHE),Diphu(U)(C/M) Sub-Division as to any matter as which under those conditions he is entitled to be satisfied or which he entitled to require together with carriage therefore to and from the work. The contractor shall also supply without change the requisit number of persons with the means and materials necessary for the purpose of setting out works for the accuracy or works for which he is entirely responsible and for counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or materials. Failing his so doing the same may be provided by the Assistant Executive Engineer(PHE),Diphu(U)(C/M) Sub-Division at the expense of the contractor ad the expense may be deducted from any money due to the contractor under the contract or from his security money due to the contractor under the contract, or from his security deposit, or the proceed of sale thereof or of a sufficient portion thereof. The contractor shall also provide a necessary fencing, lights and notice required to protect the public from accident and shall be bound to bear the expense of defense of every suit, action or other proceeding at lower court that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damage and cost which may be awarded in any such suit, action or proceeding to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.

Contractor to supply plant, ladder scaffolding etc. and is liable for damage arising from non provision of light, fencing and notice.

Clause 20.

No female labor shall be employed for the night shift of

Female and Minor labour

work, if any, and no labour below the age of fourteen years shall be employed on the works.

Clause 21.

No work shall be done during night shift, and on Sundays without the sanction in writing of the Assistant Executive Engineer(PHE),Diphu(U)(C/M) Sub-Division.

Work on on Sunday

Clause 22.

The contractor shall not assign or sub-let without the written approval of the Nodal officer cum Executive Engineer (PHE) Diphu(U) Division. And if the contractor shall assign or sublet his contract, or attempt to do so or become insolvent or commence any insolvency proceeding or make any composition with his creditors or attempt so to do, or if any bribe, gratuity, gift, loan, perquisites, reward or advantage pecuniary or otherwise shall either directly or indirectly be given or offered by the contractor or any of his servants or agents to any public officer or person in the employment of the Department in any way relating to his office or employment or any such officer or person shall become in any way directly or indirectly interested in the contract, the Nodal officer cum Executive Engineer(PHE) Diphu(U) Division may there upon by notice in writing rescind the contract and the security deposit of the contractor shall there upon forfeited and be absolutely at the disposal of the Department and the same consequence shall ensure as if the contract shall not be entitled to recover or be paid any work therefore actually performed under the contract.

Work not be sub-let. Contract may be rescinded and security deposit may be forfeited for subletting or bribing the contractor become insolvent.

Clause 23.

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of the Department without reference to the actual loss or damage sustained and whether or not damage shall have been sustained.

Sum payable by way of compensation.

Clause 24.

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respect of the Assistant Executive Engineer(PHE),Diphu(U)(C/M) Sub-Division at the time being who shall be entitled to direct at what point or points or in what manner they are to be commenced and from time to time carried on.

Works the under direction of Executive Engineer(PHE),Diphu(U)Division

Clause 25.

In case of any tender by partner may change in the constitution of the firm shall be forthwith notified by the contractor to the Assistant Executive Engineer(PHE),Diphu(U)(C/M) Sub-Division for information.

Change in constitution of firm.

Clause 26.

Except where otherwise specified in the contract the decision of the Nodal officer cum Executive Engineer(PHE) Diphu(U) Division for the time being shall be final And conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship, or materials used on the work, or as to any way arising out of, or relating to the contract design, drawings, specifications, estimate, instructions, order or those conditions, or otherwise concerning the work, or the execution or failure to execute the same whether arising during the progress of the work or after the completion of abandonment thereof.

Decision of the Nodal officer cum Executive Engineer(PHE) Diphu(U) Division to be final

Clause 27.

The contractor shall pay his labours not less than the wage as per the rule of the competent authority of the Govt., State or Central, as the case may be, current alt all the time of execution, for similar work.

Minimum wage to labours.

Clause 28.

In the case of any class of work for which there is no such specification as in mentioned in rule-1, such work shall be carried out in accordance with the specifications embodied in the schedule of rates of the Assam PWD and in event of not being include in the said schedule of rates, then in such case the work shall be carried out in all respect in accordance with sound engineering practice with the instructions and requirements of the Assistant Executive Engineer(PHE),Diphu(U)(C/M) Sub-Division.

Action where no specification.

ADDITIONAL CLAUSES

1. The contractor will have to start the work within 7 (seven) days from the date of issue of formal work order. In the event of his failure to do so, Department without prejudice to any other right or remedy, be at liberty to forfeit the security money deposited for the purpose.

Work to be started within 7 (seven) days.

2. The contractor shall in no case be entitled to any compensation or damage on account of any delay in supply or non supply of all or any such materials and store as shown in the schedule below clause No. 16. The contractor shall be bound to execute the entire work if the materials are supplied by the Department within the scheduled time for completion of work but if only a part of the materials has been supplied within the aforesaid period then the contractor shall be bound to do so much of the work as may be possible with the materials and stores supplied in the aforesaid period. For the completion of the rest of the work the contractor shall be entitled to such extension of time as may be determined by the Assistant Executive Engineer(PHE),Diphu(U)(C/M) Sub-Division whose decision in writing in this regard shall be final.

Delay of supply of store materials by the Department.

The contractor shall make his own arrangement for carriage of store materials mentioned in the schedule below clause No. 16 from the godown / store yard mentioned thereon at his own cost. Her shall also make suitable arrangement for proper storage of the materials without any extra cost.

However, normally contractor is to procure and arrange for all materials required for smooth execution and timely completion of the work.

3. The contractor may procure other materials than those mentioned above from the open market or other sources. The materials required for the works so procured should be of good quality and duly approved by the Assistant Executive Engineer(PHE),Diphu(U)(C/M) Sub-Division before utilization in works. Sample of such materials for approval will have to be produced before Assistant Executive Engineer(PHE),Diphu(U)(C/M) Sub-Division if asked for at free of charges.

Procurement of materials by the contractor.

4. If the contractor fails to complete the works within the time stipulated here on account of reasons not attributable to his lapse and as a result time schedule for completion of the work is reserved by granting extension of the time of completion on receipt of the written application from the contractor as laid down in clause 5 of the condition of contract, the rates for the balance works as on the originally stipulated date of completion will be increased or decreased at the rate of 0.20%, 0.25% and 0.05 % per 1 % increase or decrease at the RBI Wholesale Price Index for building materials, the Govt. of Assam Price Index for working class at the nearest city or town where work in local and the RBI Consumer Price Index for Urban Non Manual Employees (Guwahati Base) respectively. The increase and decrease in the price index shall be calculated between the monthly average index as on the original date of commencement and the original stipulated date of completion of the work and will be reviewed thereafter once in every twelve month for the balance work as per the reviewed time schedule or as actual outstanding, whichever is less.

Special escalation clause.

5. Department will try to furnish detail drawings for the execution of work in phases as the work proceeds. No compensation shall however, be payable in case there is any unavoidable delay in supply of drawings, should there be any such delay for reasons beyond the control of the Department, suitable extension of time may be granted.

Supply of drawing by Department.

6. The contractor on signing an indenture in the form to be supplied by the Assistant Executive Engineer(PHE),Diphu(U)(C/M) Sub-Division shall be entitled to be paid during the process of the execution of the work up to 75 % of the estimated value of any materials which are in the opinion of the Assistant Executive Engineer(PHE),Diphu(U)(C/M) Sub-Division non perishable and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and the protected against damage by weather or other causes by which have not at the time of advance been incorporated in the works when materials on account of which an advance has been made under this clause are incorporated in the work the amount of such advance shall be deducted from the next payment made under any of the clause or clauses of this contract.

Payment against materials brought to site.

7. The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for the work etc. as Department's property and such materials shall be disposed of to the best advantage of the Department according to the instruction in writing issued by the Assistant Executive Engineer(PHE),Diphu(U)(C/M) Sub-Division.

Materials obtained from dismantling etc.

8. The contractor will have to engage qualified local Engineers and Sub-engineers etc. as required in case of Class – I (group A,B,C) registered APWD contractor or equivalent.

Engagement of local technical person.

9. The Assistant Executive Engineer(PHE),Diphu(U)(C/M) Sub-Division

Unwanted

may require the contractor to dismiss or remove from the site of work any person or persons employed by the contractor for the work who may be incompetent or misconduct himself and the contractor shall forthwith comply such requirements.

employee.

10. The contractor should be responsible for collaboration with the other contractors and tender so as to co-ordinate his/their and other contractors activities which may run simultaneously in the same building/site of work.

**Collaboration
by the
contractor**

11. It shall be the responsibility of the contractor to see that the building under construction and to hand over to the Assistant Executive Engineer(PHE),Diphu(U)(C/M) Sub-Division vacant possession of complete building. If such building though completed, is occupied illegally, then the Engineer-in charge will have the option to refuse to accept the said building/structure in that position and delay in acceptance on this account will be treat as delay in completion and for such delay levy up to 5% of the estimated cost of the tender may be imposed by the Nodal officer cum Executive Engineer(PHE) Diphu(U) Division whose decision shall be final both with regard to the justification and quantum.

**Unauthorized
occupation of
the building/
structure
under
contractor.**

However, the Nodal officer cum Executive Engineer(PHE) Diphu(U) Division may require the contractor through notice to remove the illegal occupation any time on or before completion and delivery.

12. The contractor shall comply with all the provisions of minimum Wage Act, 1984, Contract Labour (R&A) act, 1970, and the rules framed thereafter and other labour laws affecting contract labour that may be brought into force time.

**Minimum
Wages Act of
Labour**

13. Where the contractor is a partnership firm the previous approval in writing of the Assistant Executive Engineer(PHE),Diphu(U)(C/M) Sub-Division shall be obtained before any changes is made in the constitution of the firm. Where the contractor is individual or a Hindu undivided family business concern such approval as aforesaid shall like-wise 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 the previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of clause 22 of the conditions of contract hereof and the same action may be taken, and the same consequence shall ensue as provided in the said clause 22.

**Change in
constitution**

The contractor shall make his/their own arrangements for unfettered water and electrical power supply required for the work and nothing extra will be paid for the same. This will be subject to the following conditions.

**Arrangement
of water and
electric power
supply
required for
construction.**

i) That the water used by the contractor shall be fit for construction purpose to the satisfaction of the Assistant Executive Engineer(PHE),Diphu(U)(C/M) Sub-Division.

ii) The Assistant Executive Engineer(PHE),Diphu(U)(C/M) Sub-Division shall make alternative arrangements for supply of water and electric power at the risk and cost of the contractor if the arrangement made by the contractor for procurement of water and electric power supply are in the opinion of the Assistant Executive Engineer(PHE),Diphu(U)(C/M) Sub-Division is unsatisfactory.

Notwithstanding anything contained to the contrary in any or all of the clauses of this contract, where any materials for the execution of the contract are procured with the assistance from the Government either by issue from

Government stock or purchase made under orders or permits or licenses issued by Government (all on specific request made by the University) the contractor shall hold the said materials economically and solely for the purpose of the contract and not dispose off them without the permissions of the university and return, if required by the Assistant Executive Engineer(PHE),Diphu(U)(C/M) Sub-Division, all surplus materials that may be left with him after the completion of the contract or at its termination for any reason whatsoever on being paid or credited such price as the Assistant Executive Engineer(PHE),Diphu(U)(C/M) Sub-Division shall determine having due regard to the conditions of the materials. The price allowed to the contractor however shall not exceed the amount charged to excluding the storage charge, if any. The decision of the Assistant Executive Engineer(PHE),Diphu(U)(C/M) Sub-Division shall be final and conclusive. In the event of breach of the aforesaid condition the contractor shall in addition to throwing himself open to action for contravention of the licenses or permit and/or for criminal breach of trust, be liable University for all money, advantages or profit resulting or which in the usual course would have resulted to him by reason of such breach.

(i) The contractor shall see that only the required quantity of materials are got issued. Any such materials remaining unused and in perfectly good condition at the time of completion of determination of the contract shall be returned to the Assistant Executive Engineer(PHE),Diphu(U)(C/M) Sub-Division at a place where directed by him, if by a notice in writing under his hand, he shall so require. Credit for such materials will be given at the rate charged from him excluding the storage charge levied at the time of issue of materials to him. The contractor shall also not be entitled to carriage and incidental charge for returning the surplus materials from and to the storage wherefrom they were issued.

(ii) After the completion of the work, the theoretical quantity of different materials used on the works shall be calculated on the basis of standard formula. Over the theoretical quantity so calculated variation of + 5 % (plus five percent) shall be allowed in case of stock materials and others. The difference in the quantity of materials actually issued to the contractor and the theoretical quantity including authorized variations, if not returned by the contractor, shall be recorded at twice the issue rate or the prevailing market rate whichever is higher without prejudice to the provision of the relevant conditions regarding return of materials governing the contract.

17. The work (whether fully constructed or not) and all materials, machines, tools & plants, scaffoldings, temporary buildings and other things connected herewith shall be at the risk of the contractor until the work has been delivered to the Assistant Executive Engineer(PHE),Diphu(U)(C/M) Sub-Division and a certificate from him to that effect obtained.

18. The contractor will have to make his own arrangement for all tools & plants, machinery and other equipment for the smooth execution of the work. He will have also arrangement to store the above materials.

19. In case of addition / renovation / repair etc. to any existing building / structure already under occupation the work should be done in such a manner that it does not create disturbance. Ladders should be constructed and provided by the contractor for carriage of materials and labour etc. and this contingency should be included by the contractor quoting his rate.

Required quantity of materials to be issued.

Quantity of materials used and recovery of surplus materials.

Damage to works in consequence of hostilities or warlike operation.

Tools & Plants to be arranged by the contractor.

For working in building / structure under occupation.

Contractor to construct structure required for the work.

20. The contractor is to bear all the cost of various sundries and contingencies necessitated by the works which fall within the following or similar categories unless otherwise stipulated in the schedule of rate.

(a) Cost of construction of temporary building required by the contractor of storage housing of contractor, his labour and staff or other purpose of work. No rent shall however be payable to the Department for temporary occupation of the available land owned by the Department which will have to be vacant and cleared after completion of work.

(b) Construction of camps and huts were necessary including conservation and sanitary arrangement which should be up to the satisfaction of local & Public Health Authorities.

(c) Fees and dues payable to the Municipality or any other authorities, if any, when necessary.

(d) Suitable water supply and electricity arrangement for staff and labour as well as for the work.

(e) Suitable fencing, barrier, signal including paraffin & electric signal where necessary at work site and a approaches to protect the public and the employees from accident.

(f) No compensation will be paid by the Department for damage done to private properties in execution of the work.

(g) Loss and damage to contractor's materials during execution.

(h) Suitable apparatus for labor engaged in risky condition.

(i) Provision for sign boards, direction boards and barriers etc. for proper safety of the traffic and pedestrian.

(j) Provision for approach to work site.

(k) Cost of supply of materials, labour and carriage of materials to site including those for shuttering purpose, rendering, cutting, tying with 20 SWG annealed wire and placing, bending, binding reinforcing bars, plates, rods, mixing and laying of concrete and removal of form works etc. as necessary. No separate payment will be made for clearing site, shuttering, boxing and scaffolding, contractor's tools & plants, shuttering with supports that may be necessary to protect the site of excavated trenches etc. Scaffolding materials for shuttering, boxing etc. shall remain the properties of the contractor after the completion of the work.

(l) Curvature on all works if not mentioned separately in the schedule of items.

(m) Formation of rough core for all molding and features if not mentioned separately in the schedule of items.

(n) Forming recesses, set-back etc. if not mentioned separately in the schedule of item.

(o) Extra labour and wastage for cut bricks in construction of walls, parapets and features in varying thickness.

- (p) Setting out the work to an accuracy of 1.6 mm.

21. (a) No free forest permit extraction of forest products shall be issued by the Department, but recommendations for such extraction will be issued by the Assistant Executive Engineer(PHE),Diphu(U)(C/M) Sub-Division. The contractor shall have to arrange forest permit on payment of royalty and sales tax as required under forest Department Rules and procedures. The stone materials shall have to be extracted for the works from any Assam PWD approved quarry.

Contractor to construct structure required for the work.

(b) In the event of any claim by the forest Department that the contractor have extract the materials in excess of the quantity stated in the permit, then royalty will be charged by the Forest Department on account of the excess materials will be recovered by the Department from any sum due to the contractor or from his security deposit or from the proceed of sale thereof, and the sum so recovered shall be placed in the deposit for the credit to the Forest Department after settlement of their claim.

(c) Unless otherwise mentioned to schedule of rates in case of quarry where forest Department quarry roads are used necessary toll levied by the forest Department should be paid by the contractor for the total quantity of materials extracted if the contractor can not produce any such toll clearance certificate when called for the sum so due will be deducted from the contractor's bill and will be credited to the Forest revenue.

22. The Department s liability for the work is to the contractor only and Department may refuse to pay other than the contractor at its discretion.

47. Issue of materials :

The Department will issue the 200 mm dia Fabricated Mild Steel (M.S) pipes , various types C.I/DF pipe fittings, various types of C.I/DF. valves as required shall also be issued to the contractor at Departmental issue rates as listed in Schedule – I of these tender documents. The Department will not issue any other materials required directly or indirectly for execution of the work and the contractor is to arrange for all such materials at his/their own costs and risks. However, the Department may assist the contractor in obtaining the license, permit etc., required if any, for procurement of the requisite construction materials. But the cost required for obtaining such license, permit etc. if any, are to be borne by the contractor in addition to the cost of such materials.

The Department will issue the materials (as aforesaid) to the contractor at free of charges from the Departmental store (both permanent or temporary) located within the limit of Diphu. The cost of transportation of the issue materials from the Departmental store yard to the respective work site along with cost of loading/ unloading/ handling at both terminal points are to be borne by the contractor.

The contractor is to provide everything of every short and kind (except the materials to be issued by the Department as mentioned above) which may be necessary and requisite for the due and proper execution of the several works included in the contract according to the true intent and meaning of the approved drawings & specifications taken together whether the same may or may not be particularly described in the specifications or shown on the drawings provided that the same are reasonably and obviously to be inferred there from and in case of any discrepancy between the approved drawings and specifications, the Assistant Executive Engineer(PHE),Diphu(U)(C/M) Sub-Division is to decide which shall be followed.

The contractor is to set out the whole of the works in conjunction with the Executive Engineer (PHE),Diphu(U) Division or an officer to be deputed by the Executive Engineer (PHE),Diphu(U) Division and during the progress of the work to amend on requisition of the Executive Engineer (PHE),Diphu(U) Division any error which may arise therein and provide all the necessary and requisites for the works, and all materials and workmanship are to be the best of their respective kinds. The contractor is to leave the works in all respect clean and perfect at the completion thereof.

44. Recovery against loss or damage of issue materials :

If any materials issued to the contractor remains as surplus material after the completion of work then the surplus materials are to be returned to the Departmental store by the contractor at his/ their own cost and risk. If the contractor do not return & deliver such surplus materials to the Departmental store as per the direction of the Assistant Executive Engineer(PHE),Diphu(U)(C/M) Sub-Division, and/or is lost or damaged by the contractor or his servants/agents due to any reasons attributable to him/ them, then the cost of such un-returned surplus/ damaged/ lost materials shall be recovered from the concerned contractor at double the issue rate of the respective materials or at double the rate at which respective the materials were procured by the Department The schedule of Departmental issue materials along with their issue rates (wherever applicable) are listed in Schedule – I of these tender documents.

SCHEDULE - I

List of materials which are likely to be issued to the contractor subject to availability for the work of “Installation, Testing And Commissioning Of 200 Mm Dia Raw Water Gravity Main From Intake Structure At Terangbasti To Treatment Plant At Siloni Hill Top”

Sl. No.	Item	Unit	Issue Rate (Rs.)

47. Method of payment during execution of the work :

No payment shall be made for works estimated to less than Rupees twenty thousand till after the whole of the works have been completed, and a certificate of completion given. As regards works costing Rupees twenty thousand or over the contractor shall be granted advance payments each calendar month after commencing the work equivalent to the value of work done since the last payment according to the certificate of the Assistant Executive Engineer(PHE),Diphu(U)(C/M) Sub-Division provided that due allowances is made for any sum due by the contractor for any advance payment already received or for any other purposes provided also that a further sum as may be found necessary is retained on deposit as security.

48. Action to be taken on final payments :

49. Final certificate :

Signature of Tenderer with seal

KARBI ANGLONG AUTONOMOUS CONCIL

**OFFICE OF THE
ADDITIONAL CHIEF ENGINEER
PUBLIC HALTH ENGINEERING DEPARTMENT
DIPHU**

DETAILED TENDER DOCUMENT

FOR

LANGKLANGVONG WATER SUPPLY SCHEME

**(SH : CONSTRUCTION INTAKE SUMP WELL FOR LANGKLANGVONG
WATER SUPPLY SCHEME UNDER NLCPR)**

(PART – B: THE SCHEDULE OF WORKS & PRICE BID)

**PART – B: THE SCHEDULE OF WORKS & PRICE BID FOR
LANGKLANGVONG WATER SUPPLY SCHEME**

**Name of Work :“ CONSTRUCTION INTAKE SUMP WELL FOR LANGKLANGVONG
WATER SUPPLY SCHEME UNDER NLCPR”**

Sl No.	Item of works	Unit	Quantity	Rate(Rs.)	Amount(Rs.)
1	Providing and construction Temporary island 16 m diameter for construction of Well Foundation for 8 m dia well (A) Depth of water 1.0 m and height of Island 1.25m	Each	1.0		
2	Providing and laying edge of mild steel weighing 40 kg per meter for well foundation complete as per drawing and specification	MT	1.80		
3	Plain/Reinforced cement concrete in well foundation complete as per drawing and technical specification				
	(A) Well Curb (i) RCC M20 Grade Case –I : Using Concrete Mixer Case-II : With Batching Plant, Transit Mixer and Concrete Pump	M ³	3.9		
	(B) Well Staining (i) RCC M15 Grade Case –I : Using Concrete Mixer	M ³	44.60		
	(C) Bottom Plug (i) RCC M20 Grade Concrete to be using tremie pipe Case –I : Using Concrete Mixer	M ³	12.2		
4	Sinking of 4 m external diameter well(other than pneumatic method of sinking) through all type of strata namely sandy soil, clayey soil, and rock as shown against each case , complete as per drawing and technical specifications. Depth of sinking is reckoned from bed level				
	(A) Sandy Soil				
	(B) Depth below bed level up to 3.00 m.	M	3.00		
	(C) Beyond 3 m to up to 10.00 m	M	6.00		
Total Tendered Value : Rs.					

Date

Signature of Tenderer with seal