

**OFFICE OF THE EXECUTIVE ENGINEER CIVIL INVESTIGATION &
DESIGN DIVISION PDC SHASTRI NAGAR JAMMU**

NIT No. 04 of 2010

Dated: 12-01-2010

**DETAILED
N.I.T.**

For and on behalf of JKSPDC, the Executive Engineer Civil Investigation & Design Division, PDC Shastri Nagar, Jammu, as its representative, invites sealed tenders on prescribed tender form affixed with revenue stamp worth Rs. 5/- from the eligible registered Contractors/Firms of J&K State of well repute only for the classes mentioned below for the noted work.

1 S.No.	2 Name of work	3 Estimated Cost	4 Earnest Money	5 Cost of Tender Document	6 Period of Completion	7 Class of Contractor	8 Head of Account
1.	Construction of Double Storeyed Residential Accommodation for J&K Power Development Corporation employees at Bhatindi including internal electrical and plumbing works. (Building to be completed in all respects).	Rs. 208.00 Lacs	Rs. 4.16/- Lacs	Rs 10,000/- (in shape of Non-refundable Bank Draft)	12 Months	"A"	"K" Building

Other relevant information:-

- a) Position of AA – Under process
 - b) Position of Funds – Partly available & balance demanded
 - c) Position of T.S. – Under process
 - d) Position of Land – Available
- 1) Detailed bid document can be obtained from the office of the Executive Engineer Civil investigation & Design (PDC), Shastri Nagar, Jammu against a price of Rs. 10,000/- (Rupees ten thousand only) in the form of a non-refundable demand draft drawn in favour of Chief Pay & Accounts Officer PDC, Jammu payable at Jammu on any working date between 19-01-2010 to 27-01-2010 upto 11:00 AM. The details of the tender document can also be seen or downloaded from the website www.jkspdc.nic.in
 - 2) The bid should be addressed to the Chief Engineer Civil Investigation & Design Wing PDC, 18-C/C, Gandhi Nagar, Jammu by Registered Post/Speed Post/Courier service only and should reach in his office on or before _____ upto 11:00 hrs.
 - 3) The tender document will be opened on the same day or any other working day whichever is convenient to the opening authority in presence of those contractors/firms who are willing to remain present in his office chamber.

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ELIGIBILITY FOR PURCHASE OF TENDER DOCUMENT:

The intending contractor/firm fulfilling the following criteria shall be eligible to purchase the tender documents and the following documents be furnished in proof of their eligibility.

- 1) Attested photocopy of the Registration Card duly renewed for the year 2009-10 duly attested by the Gazetted Officer.
- 2) Copy of the Sale Tax/Income Tax Clearance Certificate for the year 2009-10 duly attested by the Gazetted Officer.
- 3) Copy of PAN Card duly attested by the Gazetted Officer.
- 4) Earnest money in shape of CDR/FDR should be pledged to the Chief Engineer Civil Investigation & Design Wing PDC, 18-C/C, Gandhi Nagar, Jammu and should be attached with pre-qualification papers in envelope-I. Earnest money in shape of cash/cheque shall not be entertained.
- 5) No over dated bank draft shall be entertained.

SPECIAL TERMS & CONDITIONS:

- 1) Bid validity period shall be 180 days from the date of opening of financial bid by the competent authority.
- 2) Cutting/Over-writing if found, the quoted rates by the contractor/firm, the tender form shall be treated as rejected.

PRE-QUALIFICATION CRITERIA:

a) The contractor/firm should have at least completed one work of 80% cost of advertised amount or two works of 50% of cost of contract value or 3 works of 40% of the contract value executed during the last five years. In support of which a certificate from the concerned Executive Engineer should be furnished.

b) The contractor/firm should have financial turn over 1/3rd of advertised amount in any one year during the last three years. Certificates in respect of financial turn over and smaller nature of work should be issued not less than the rank of the Executive Engineer.

c) The tender receiving authority reserves the right to accept/reject any or all the tenders without assigning any reason thereof.

How to tender

Tenderers/Firms shall use two envelopes;

1st Envelope (Sealed): Contains prequalification, duly indicating the complete nomenclature of work, amount of work, due date of receipt in the office of the tender opening authority on the space of the envelope and at the bottom, name of the contractor/firm.

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PRE-QUALIFICATIONS:

- I. CDR equivalent to 2% value of work mentioned in N.I.T. duly pledged to the Chief Engineer S&K/CCW/CI&D Wing, 18-C/C Gandhi Nagar, Jammu.
- II. Photocopies of Registration Card duly renewed for the current financial year 2009-10 and duly attested by the Gazetted Officer.
- III. Photocopy of Sales Tax Clearance Certificate in the preceding year duly attested by the Gazetted Officer.

2nd Envelope (Sealed): Contains only tender bid cost by the tenderer in terms of NIT/BOQ on the tender. The tender bid in the absence of Rs. 5/- revenue stamps is liable to be rejected straightaway. The envelope must indicate the name of the work, amount of the work, date of receipt of bid in the office of the Chief Engineer CI&D Wing, 18-C/C Gandhi Nagar, Jammu.

Executive Engineer
CI&D Division PDC
Shastri Nagar Jammu

No. CIDDJ/623-30

Dated: 12-01-2010

Copy to the:

1. Managing Director JKSPDC Jammu for his kind information
2. Director Finance JKSPDC Jammu for information.
3. Director of National Informatics Centre (NIC) Civil Sectt. Jammu for uploading of tender documents on JKSPDC website. Tender document in PDF format is enclosed herewith for necessary action.
4. Dy. Director Information Jammu for publication in two National Newspapers and two leading Local English Daily Newspapers.
5. Chief Engineer CI&D Wing, 18-C/C, Gandhi Nagar, Jammu for information.
- 6-9. Chief Engineer Irrigation/R&B/PHE/Generation Wing PDC Wing, Jammu.
10. Chief Pay & Accounts Officer PDC, Jammu.
- 11-13. Executive Engineer R&B/PHE/Irrigation Division Jammu.
14. President, Contractor's Association, Jammu.
15. Notice Board.
16. M/s _____

ABSTRACT OF COST

PART – A

Construction of Two Room Housing Complex : Rs 85.54 lacs

PART – B

Construction of One Room Housing Complex : Rs 45.36 lacs

PART – C

Construction of Internal Electric Works : Rs 20.00 lacs

PART – D

Construction of Internal Plumbing Works : Rs 56.80 lacs

G. TOTAL: Rs. 207.70 lacs

SAY : Rs. 208.00 lacs

J&K STATE POWER DEVELOPMENT CORPORATION

Sub:- Construction of double storeyed residential accommodation for J&K Power Development Corporation employees at Bhatindi including internal electrical and plumbing works (building to be completed in all respects).

DETAILS OF INSTRUCTIONS TO THE TENDERERS/BIDDERS

1. Place and last date of submission of tenders:-

Bids for the work must be submitted to the Chief Engineer CI&D Wing PDC, Jammu in sealed envelope with the name of work superscribed on the top of the cover by registered post. The responsibility for delivery by registered post within specified time rests with the tenderers.

Bids received after the time limit specified in the tender notice will not be considered by the department.

2. Date and time of opening of tenders:-

Bids will be opened by the authority indicated in the notice inviting tenders at the office of the Chief Engineer CI&D Wing PDC, Jammu at the time and date mentioned therein or on any subsequent date convenient to the opening authority in presence of the tenderers who may like to be present.

3. General conditions of contract and standard specifications forming part of tender documents:-

Interested tenderers are advised to study the Instructions to Tenderers, Salient Features, specifications and Drawings of the proposed work, to make themselves familiar with their contents as the same shall govern the contract and shall form a part of the contract and bind the tenderers.

4. Tenderers to study the drawing specifications and local conditions of the work at site:-

The tenderers, should in their own interest, study the drawings and specifications in regard to the different materials referred to in the specifications indicated in the drawings, satisfy themselves as to the sources of supply of the materials and the sufficiency and adequacy thereof in relation to the purposes for which they are intended.

It will be presumed that the tenderers have visited and seen the site at which the work is to be executed and that tenders are based on a full knowledge of the working conditions prevailing at the site, availability of the materials, water, electric power, labour, transportation facilities. Probable sites for labour camps and stores godowns and the extent of lead and lift and all other factors involved in the execution of the works.

Any information on any matter derived from the tender document including plants, drawings and specifications can be obtained from the department or from the Engineer Incharge of work as defined in general conditions of contract shall not absolve or relieve the tenderers of any risk or from fulfilling all the terms not particularly mentioned in the tender

documents but which, whether temporary or permanent must evidently be required by reasons of the nature of work included in the contract. It shall be deemed that the tenderers have understood the position as set forth above while quoting rates in the BOQ.

5. Interdependent Tender:-

Tenders, which are dependent on the quotations of other tenderers, shall not be entertained.

The Department will not be bound by any oral clarification or interpretation of the tender documents or any matter or thing connected with the works to be executed in accordance with the tender documents, which may be made by any of its employees, representative or agents.

6. Form and manner of submission of tenders:-

The tenderers should use two envelopes.

Envelope-I of tender, containing pre-qualification document including earnest money in the shape of CDR/FDR, bid will be opened in the first instance.

Envelope-II containing the price bids submitted by only those tenderers, who are declared qualified and technically responsive in terms of pre-qualification criteria specified in the detailed N.I.T. shall be opened.

Envelope-II of tenderers who fail to qualify in terms of prequalification criteria specified shall not be opened.

The tenders should reach the office of the Chief Engineer CI&D Wing, PDC, 18-C/C, Gandhi Nagar; Jammu on or before **04-02-2010** upto 11:00 AM and will be opened on the same day or any other day convenient to Chief Engineer CI&D Wing, PDC 18-C/C, Gandhi Nagar, Jammu.

7. Unit Rates to apply for payment for actual work done:-

- i) In the case of work under tender, tenderers must quote percentage above or below the unit rates (which in present instances are the unit rates in the J&K SSR, 2004) and quote item rates, only where these have specifically been asked for, in the rate-list/BOQ.
- ii) The total amount calculated on the basis of the unit rates should be shown against each component item of work in the schedule of quantities and the final total of the contract price indicated at the end, as these are required for the purpose of comparing various tenders received. The tenderers are informed that the unit rates quoted by them will form the basis of payment for the actual quantities of work done and that no alteration therein or corrections thereto will be allowed after the tender has been delivered to the Department. Unit rates should be expressed in words as well as figures.
- iii) If it is found on examination of the tender that there is any discrepancy in the total amounts inserted in the schedule of quantities and rates, the department will correct the said details in accordance with the unit rates which will be binding on the tenderers as if set down by him.

8. Rates to be all inclusive for the complete war:-

- i) The unit rate read with quoted appreciation above or below the J&K SSR 2004 unit rates as the rates inserted in the schedule of quantities shall be deemed as all inclusive covering the cost of personal, equipment; materials and all other facilities and operations necessary for the satisfactory completion of the work and shall include all charges for handling, transport, lead, lift, labour, housing and medical facilities for labour, constructions tools and plants, electric power and water, workshop, insurance, payment of taxes, royalty and duties, watch and ward arrangements, lighting, pumping, dewatering etc. and all other expenses of ever description which under the contract are to be borne by the Contractor including all carriage of all materials upto the site of work.
- ii) Tenderers must cover entire schedule of quantities and Addenda, if any, thereto. The department will not entertain tender for individual items of schedule.

9. Earnest Money and Security Deposit:-

- An amount of Rs. 4.16 lacs only in the shape of CDR/FDR pledged to Chief Engineer, CI&D Wing, PDC, 18-C/C, Gandhi Nagar, Jammu should be attached with pre-qualification papers in envelope-I. Earnest money in the shape of cheque/cash shall not be entertained. Any tender without earnest money shall be rejected.
- Five percent of all on account payment shall be retained as security deposit and shall be released after the completion of work/defect liability period of 6 months Total amount retained as security including the contract performance guarantee equivalent to 5% of the value of work to be forwarded by the successful tenderer as a prerequisite for entering into the contract agreement shall at no point of time exceed 10% of the contract value.

10. Forfeiture of Earnest Money:-

The earnest money shall be liable to be forfeited without prejudice to the right and remedies available to the Corporation in the event of the tenderer failing to keep his tender valid and open for acceptance by the Corporation for and during the period of 180 days reckoned from the date of opening of tenders and or to execute a formal instrument of agreement governing the contract or to furnish the requisite contract performance guarantee equivalent to 5% of the value of work under award.

Notwithstanding the forfeiture of the earnest money, the Corporation shall have the right to make other arrangements for execution of the work covered by the contract at the risk and cost of the selected contractor without prejudice to such other rights and remedies as the Corporation may have taken against the contractor.

11. Corporation's right to reject tenders:-

Awards of the contract of the work will be made at the absolute discretion of the Corporation which shall not be questioned. The Corporation reserves to itself the right to reject any tender without assigning any reason whatsoever.

A tenderer whose tender is not accepted, shall not be entitled to claim any costs, charges of expenses incidental to or incurred by him, through or in connection with the preparation and submission of this tender.

12. Advice of Result of Tender:-

- The successful tenderer will be advised of the result by the Corporation by a letter. The other tenderers shall also be replied about the result of the tender if specifically requested.
- On receipt of the written Letter of Intent (LOI) to award the work from the Chief Engineer CI&D Wing, PDC, 18-C/C, Gandhi Nagar, Jammu to commence the work, the tenderer will first enter into an agreement with the Chief Engineer CI&D Wing, PDC, 18-C/C, Gandhi Nagar, Jammu on the basis of stipulation in this tender notice subject to change as mutually agreed upon by the Corporation and the tenderer before the award of this work. Time taken in signing the agreement will not effect the time of completion specified.
- No payment shall, however, be made till the agreement is executed.
- As soon as the acceptance of the tender is communicated to the successful tenderer, the contract shall be complete and binding upon him. A formal deed (Contract Agreement) incorporating the terms of the contract, however, will be executed by the successful tenderer within seven days of the issue of the Letter of Acceptance (LOA) and the execution of work shall have to be commenced within seven days w.e.f. the date of signing of contract agreement failing which the Corporation will be free to proceed with the re-allotment of the work, as it would do in the event of any contractor backing out.
- Failure to execute such a formal deed (Contract Agreement) shall not however protect the contract from being enforced against him. Any loss sustained by the government as a result of re-allotting the contract or getting it done through other agency shall be recovered from him (the original contractor) which be noted by the bidder and taken care of.

13. Refund of earnest money to unsuccessful tenderers:-

On receipt of the claim for the refund of earnest money by the unsuccessful tenderers, the same shall be refunded to him/them.

14. Address of Tenderers:-

- The tenderers are required to state in their tenders the address fully and correctly.
- All notices, communications and references to any tender by the corporation shall be deemed to have been duly given to the tenderers, if delivered to by hand to the tenderers or posted to the address given in tender documents/contract agreement.
- All notices, communications and references shall be deemed as having been delivered within seven days from the date these notices are sent by India Post or through courier.

- Receipts issued by India Post/Courier shall be deemed as adequate and sufficient proof for due dispatch of all the notices, communications or references to the successful tenderer.

15. Tender documents are not transferable:-

Tender document are not transferable and the document sold/issued by the Corporation to an intending tenderer shall be used only by that tenderer.

16. Tests:-

- All cement works depending upon the discretion of Engineer Incharge of the works shall be tested in the laboratory in order to ascertain the ratio of cement/cubes strength used on works by the contractor. If the test results show that cement has not been properly used and the aggregates (course or fine) are not of the proper specifications as provided in the specifications of the work and such below specification work is not acceptable to the corporation, the Engineer Incharge will disallow payment of such items of work done by the contractor and the contractor shall have to make them good at his cost.
- If the contractor fails to remedy these works then it shall be got done by the department at risk and cost of the contractor.
- If it is found that his work can be accepted by the corporation then the deficiency of cement found during tests shall be recovered from the contractor at double the stock rates or market rates whichever is higher. This would apply even after finalization of the work.
- Testing of internal electric fittings/electric works shall be the sole responsibility of the contractor/firm after completion of work and after which the payment shall be made.
- Internal plumbing works shall also be got tested properly (by way of smoke testing) by the contractor/firm which shall be his personal responsibility. Final payment shall be made after testing.

17. Quantities in the Schedule:-

The BOQ given in the tender document is approximate and is subject to increase or decrease upto 25%, depending upon the necessity at the site of work during execution.

18. Royalty and Taxes:

- a) Royalty on account of stones, sand, bajri etc. utilized on the work shall be paid by the Contractor himself at his own cost to the concerned Corporation or the concerned lessees as the case may be.
- b) All other taxes, duties municipal taxes, toll tax, sales tax etc. relevant to the contract shall be paid by the contractor himself and nothing extra shall be paid.

19. Security Deposit:-

5% of all bills of the Contractor will be retained as security deposit. The security deposit shall become due for repayment to the contractor and shall be repaid to him after deduction of such sums as are due to the Government and of such further sums as the Engineer Incharge may be authorized or required to reserve or retain under the terms of the contract or otherwise, only after expiry of 180 days reckoned from the date on which the entire work executed in strict conformity with the specifications shall have been completed and handed over by the Contractor to the Engineer Incharge and accepted by the later provided that as at the expiration of the said period of 180 days, the contractor shall have removed all such defects and paid all such damages as he may have been asked by Engineer Incharge to remedy.

20. Time of completion of the work covered by the contract:-

- i) The Contractor shall commence the work on or before the date so mentioned and shall complete it to the entire satisfaction of the Engineer Incharge in conformity with instruction as the later may have from time to time given.
- ii) On the work being awarded, the Contractor must submit a detailed programme for execution of the several component, items of the works covered by the contract, in consistence with the overall time schedule for completion of the entire work. The contractor shall thereafter submit to the Engineer Incharge progress report of the work done at such intervals as may be prescribed by the Engineer. He shall also furnish to the Engineer Incharge by 25th of each calendar month, the programme of the work he proposes to take up and complete during the following month. The said programme will be subject to alterations or modifications the Engineer Incharge may in his direction make. The Engineer Incharge may discuss such modifications or alterations with the contractor if he desires it necessary.
- iii) The contractor shall fully and finally complete the work covered by the contract (with such changes as may be directed) by the date stipulated in the contract, provided that if any changes have been ordered which in the opinion of the Engineer Incharge have materially increased the magnitude of the work, such extension of time may be granted as may appear to the Chief Engineer to be reasonable in the circumstances. Provided further that the contractor shall be responsible for requesting such extension in time as he may consider necessary as soon as cause thereof shall arise.
- iv) Failure or delay by the Engineer Incharge to handover to the Contractor possessions of the lands necessary for the execution of the work or to give the necessary drawings, Instructions or any other delay due to any other cause whatsoever shall in no way effect or vitiate the contract, or alter the contract and shall not entitle the Contractor to damages or compensation thereof on account of any delay, machinery or equipment having remained idle or any other cause whatsoever. The Chief Engineer may extend the time of completion of the work by such period as he may consider necessary or proper.
- v) In case the Contractor shall desire an extension of the time for completion of the work on grounds of the work being altered, varied or added to or on account of any delay by reason of any genuine cause beyond the control of the Contractor, he shall have to apply in writing to the Executive Engineer within 30 days of the

date of grounds on account of which he desires such extension. The Executive Engineer will forward the same with his remarks to the Chief Engineer who shall, if in his opinion (which shall be final and binding upon the Contractor) the grounds are reasonable and authorize suitable extension in the stipulated time of completion of the work. The Contractor shall have to complete the work within each extended period or periods.

21. Unsatisfactory Progress:-

- a) In case progress of work is found to be unsatisfactory and completion of work by the stipulated period appears unlikely, the Engineer Incharge after serving fifteen days notice to the Contractor will be free to get the work expedited through the assistance of any other agency at the cost of the Contractor or re-tender part or whole of the work as he may deem fit. In any case the Contractor will have to bear the extra cost involved in completing the work.
- b) If the contractor due to cause whatsoever, abandons the work or suspends the same for a month then the Engineer Incharge may after giving 15 days notice in writing to the Contractor enter upon the site of work and complete the work departmentally or through some other agency utilizing (if necessary) any materials or machinery of the original contractor which may be lying at the site.
- c) The Engineer Incharge shall upon entering the site of work and before re-allotment of the balance work notify the Contractor for attending the site of work for taking the measurements of the work done by the Contractor and for preparing an inventory of the materials and plant lying at the site of work. If the Contractor fails to attend within 15 days of the above notice, the Engineer shall unilaterally supply the Contractor a certified copy of the measurements of the work done by the Contractor along with the inventory of the materials and plants etc. The certified copy shall form the basis of his balance payment.

22. Power of the Engineer to order suspension of work:-

- i) The Engineer Incharge may from time to time by direction in writing and without in any way invalidating the contract order the Contractor to suspend the work or any part thereof, at such time or times and for such reasons as he may consider necessary and the Contractor shall not, after such direction to suspend the work or any part thereof has been given to him, proceed and be entitled to any claim for compensation on this account.
 - In the event of such suspension, the Chief Engineer may under the provisions of the contract extend the time of completion of the work or part thereof by such period as he may consider reasonable.
 - The decision of the Chief Engineer in the matter shall be final.
- ii) The work or any part thereof shall not be suspended by the Contractor. If he proposes to suspend the work or any part thereof, he should report to the Engineer, furnish the reasons necessitating such suspension of works in details and obtain his prior orders.
- iii) If part or whole of work is required to be postponed due to reasons beyond the control of the Corporation the Contractor shall be bound to do the work at the same rates and conditions upto one year from the date of postponement.

23. Stoppage of work if not required:-

- i) If at any time after the work is started by the Contractor the Corporation does not require the entire work to be done by the Contractor, the Engineer Incharge shall have the right to stop the work by giving 7 (seven) days notice to Contractor. In this event the Contractor will be paid for material collected by him at the site of work but he will be responsible for the watch and ward of such material till the final disposal or the closure of the entire work at which stage the materials shall be taken under custody of the Corporation. The Contractor however will not be paid any compensation for such stoppage of work.
- ii) The mode of measurement in case of abandonment of the work for more than one year shall be same as in 21(c) above.

24. Rates:-

- a) The intending tenderers shall quote their rates above/below the advertised rate list for the works which are based on PWD SSR 2004. In respect of item rates which are not covered in PWD SSR 2004, the tenderers will please quote their own rates for the quantities advertised in the rate list (BOQ).
- b) The bidders are advised to quote their tender appreciation/depreciation for any of the items which are not covered by the advertised rate-list/BOQ. Further if any items required to be executed (during execution as per necessity at site of work) which is not covered by SSR 2004, shall be got executed and paid as per lowest market rate prevailing in vicinity after certifying the Engineer Incharge.

25. Change in work:-

The Engineer Incharge may without invaliding the contract and without notice to the Contractor, require the Contractor to perform extra items or quantities of work not included in the schedule of quantities and rates, make changes in proposals/specifications within the general scope of the work covered by the contract or otherwise vary the work. The Contractor shall perform changes and variations in the manner and to the extent specified in written orders approved by Engineer Incharge of work/Chief Engineer. Such items of work shall be paid as per the tendered rate/rates as envisaged in clause 24 of the conditions.

26. Force Majure:-

From the commencement to the completion of the entire work the Contractor shall be responsible for any damage or loss to the entire work or any part thereof. The Contractor shall at his own cost repair and make good the loss or damage in conformity (in every respect) with the requirements of the contract and the instructions of Engineer Incharge.

27. Supervision of the work by the Contractor and the Contractor's agent and his supervisory staff at the work:-

- i) The Contractor shall have sole and exclusive responsibility for supervisions of the work and all workmen engaged therein. The work shall receive the Contractor's best skill, attention and supervision.

- ii) The Contractor shall keep at all times on the work site, while the work is in progress a properly qualified Resident Engineer who may be also duly authorized and empowered to act for him and to receive on his behalf all such notices and communications as the Engineer Incharge may wish to issue from time to time. From the moment the agent, as appointed, takes charges of the work, such notices and communications shall operate as if the Contractor himself has received them, and all acts done by such agent shall be as binding as if done by the Contractor himself notwithstanding absence of formal authority or definite instructions from the Contractor to the said agent or any restriction of power or limitation or authority imposed by the Contractor.

The agent so appointed by the Contractor shall be a person of adequate status and must have been accepted as satisfactory by the Engineer Incharge. The Engineer Incharge shall have the right to enforce the replacement of the agent by Contractor, if he deems the agent incompetent or otherwise unacceptable at any time after the appointment has been made.

- iii) The contractor shall also place and keep at all times on the work site efficient and competence supervisory staff headed by a qualified, competent and experienced Resident Engineer to give the necessary direction to his workmen and to ensure that he employs only such workmen and labourers as are of proved ability and competence. It shall be open to the Engineer Incharge to enforce replacement by the Contractor of all or any of his supervisory staff whom he may deem incompetent or otherwise unacceptable.

In the event that the Engineer Incharge is of the opinion that the Contractor is at any time not employing a sufficient number of supervisory staff of workmen to enable the work to be completed within the time prescribed the Contractor shall employ such additional supervisory or workmen as may be specified by the Engineer and within the time indicated by the Engineer.

28. Delivery of Notices and Communications:-

- i) All notices and communications addressed by the Department/Engineer Incharge to the Contractor, or by the Contractor to the Engineer Incharge concerning the works to be executed under the contract, shall be in writing. No notice or communication which is not in writing shall be recognized.
- ii) The Contractor shall furnish to the Engineer Incharge the name designation and address of his authorized agent at the work site. All notices and communications intended for the Contractor shall be deemed to have been duly delivered to him by the Engineer if delivered by hand against a receipt or delivered at his notified address by India Post/Courier.
- iii) All notices issued to the Contractor or his authorized agent would be deemed to have been delivered within 7 days from the date of dispatch of such notices/ communication/ references by Indian Post/Courier.
- iv) Notices and communications addressed to the Engineer Incharge shall be valid if only signed by the Contractor or a person duly authorized by him and acting on his behalf.

- v) The receipts issued by India Post/courier shall be deemed as adequate and sufficient proof of dispatch of all notices / communications and references.

29. Contractor's Plant Equipment Employment and Methods of works:-

The construction plant and equipment provided by the Contractor and his method and organization for handling the work shall be such and will ensure satisfactory quality of work and rate of progress which in the opinion of the Engineer Incharge will ensure the completion of the work within the time herein specified.

The Contractor shall give the Engineer Incharge full information in advance in respect of his plans for carrying on each part of the work. If at any time before the commencement or during the progress of work, any part of the Contractor's plant, equipment or facilities or any of his methods of executing the work, appears to be unsafe or inadequate or his organizations insufficient to ensure the required quality or rate of progress of the work he may order the Contractor to change or improve his plant, equipment facilities, method or organization and the Contractor shall promptly comply with such orders but neither compliance with such orders nor failure of the Engineer Incharge to issue such orders shall relieve the Contractor of his obligation to ensure the degree of safety, the quality of work and the rate of progress required by the Contractor. The Contractor alone shall be responsible for the safety and adequacy of his plant equipment and method.

Before proceeding with the erection of any construction plant, including temporary structure, machinery and equipment the Contractor shall furnish the Engineer Incharge with the information and drawings of all capabilities of the machinery and equipment for approval.

30. Drawings and Specifications:-

- i) Any discrepancy between the specifications and the drawings or any error ambiguity in the specifications, or the drawings shall not invalidate the contract. The Contractor shall immediately on noticing such discrepancies, error, omission, or ambiguity bring the same to the notice of the Engineer Incharge and obtain the instructions of the Engineer Incharge. Any work done by the Contractor after discovery by him of such discrepancy, error, omission or ambiguity without authorization by the Engineer Incharge will be entirely at Contractor's risk.
- ii) Any Work for which no specifications or drawings have been prescribed or issued by the Corporation shall be carried put by the contractor in all respects in accordance with the instructions and requirements of the Engineer Incharge.
- iii) Drawings and prints of articles, machinery or fabricated materials or work entering into or forming part of the permanent construction which are not .furnished by the Engineer Incharge and which are by the specifications required to be furnished by the Contractor shall be submitted by the Contractor to the Engineer for approval. Such approval shall not however operate in the specifications unless expressly so stated.

All such drawings and prints as also the drawings and specification that may be furnished by the Engineer Incharge to the Contractor shall be deemed to be the property of the Engineer Incharge and they shall not be used on work other than that covered by the Contractor and shall be returned to the Engineer Incharge on completion of the work or termination of the contract.

- iv) The drawings enclosed with these tender documents are intended to define the general instructions of work required.

Certain drawings are for tender purpose only and are not certificate for construction. Prior to commencement of field construction, the Contractor will receive the certified construction drawings.

The drawings for the work as listed herein show conditions as they are believed by the Engineer Incharge/Architect to exist based upon the interpretation of field observations, It is not intended or to be inferred that the conditions as shown therein constitute a representation by the Engineer Incharge that such conditions actually exist and the Contractor shall not be relieved of the responsibility/liability under the contract for any discrepancy that may come to fore during the course of execution of work. The government or any of its representatives shall not be liable for any loss sustained by the Contractor as a result of any variation between conditions as shown on the drawings and the actual conditions revealed during the progress of the work or otherwise.

The Contractor shall check all drawings furnished to him immediately upon their receipt and shall promptly notify the Engineer Incharge for any omissions or discrepancies. Omissions from the drawings of the discrepancies of details of work which are manifestly necessary to be carried out, shall not restrict the Contractor from performing such commitment or misdescribed details or work and they shall be performed as if fully and correctly set between the specifications and the drawings.

One complete set of drawings furnished for the work shall be kept in good condition on the job apart from all other prints, used in the actual construction.

- v) The Contractor will be bound to see carefully the sanctioned estimate or estimates under submission to the competent authority for sanction. Besides he shall be bound to see before the start of the work all the details of proposal and specifications approved by the Chief Engineer, CI&D Wing, PDC, 18-C/C, Gandhi Nagar, Jammu/Executive Engineer and shall call upon the Executive Engineer for written orders in case of any change in these proposals and specifications ordered by the Officer Incharge of the work contrary to those approved.

31. Contractor to obtain his own information and to be responsible for provision of all facilities necessary for the satisfactory performance of the work:-

- i) Failure of the Contractor to fully acquaint himself with all aspects of the work prior to the submission of his tender shall not relieve him of the responsibility of performing the work in accordance with the contract and to the full satisfaction of the Engineer Incharge. It is understood and agreed that before submitting his tender, the Contractor has carefully studied the specifications, drawings and the work site and satisfied himself fully as to the nature and location of the work, the working conditions prevailing at the site and locality of the work, the nature of the

surface and subsurface conditions, the quality and availability of materials, availability of water and power, transportation facilities including existing roads and other systems of communications, the kind of equipment and facilities necessary for the performance of the contract, sites for labour camps, stores, godowns, etc. the extent of lead and lift, the statutory laws and regulations governing work of the nature contemplated and all other factors involved in the execution of the work and he shall be deemed to have provided for those in the rates quoted by him and accepted by the Department.

- ii) If it is further understood and agreed that the government shall not be responsible or liable in any way for the supply of equipment, articles, materials or stores of any description excepting those in respect of which it has in terms of the contract, specifically assumed the responsibility for supply.

The Contractor shall make his own arrangements and at his own cost of all personal equipment materials and handling transport, lead, lift, labour, housing, sanitation and medical facilities for labour, construction tools and plants, water, electric power, workshop, insurance, payment of taxes, royalties, quarry fees and octroi duties etc, watch and ward, lighting pumping, procurement of all permits and licence necessary for the execution of the work and all other facilities of every description which under the contract are to be provided by the Contractor or are necessary for the satisfactory performance of the contract and that the rates quoted by him and accepted by the Government through its agency shall constitute full compensation to the Contractor therefor.

- iii) In the event that the Contractor seeks the assistance of the government and the government agrees to assist him by using its good offices, it shall be clearly understood that such assistance by the government shall not relieve the Contractor of his responsibility for procurement of such stores, materials or equipment and to complete the work within the agreed time schedule and that the government shall in no way be liable for any delay loss or damage that may occur as a result of non availability of any item of stores, materials or equipments in time.

32. Supply of Departmental Materials:-

- i) Supplies of materials like cement, steel of sorts shall be issued departmentally at stock issue rates but in case of non-availability of material in the divisional store, the contractor shall have to procure the same after seeking prior approval from the department with regard to source of procurement. The material such purchased from the market shall be of standard make viz.

Cement	:	Ambuja, Ultra-tech, ACC.
Steel	:	Sail, Tiscon, Kamdhenu.

NOTE: GI Pipes are not to be used for plumbing work, only PP-R (Poly Propylene Random Copolymer) rust free of standard make i.e. SFMC/PRINCE/SUPREME is to be used and shall be paid accordingly.

- ii) Carriage to the site of these stores shall have to be arranged by the Contractor himself. The Contractor shall be responsible for its safe custody carriage and full and proper use of same on the work.

- iii) Nothing by way of loading, unloading, carriage, toll or other taxes, shall be payable to the Contractor.
- iv) For such materials the Contractor shall place his requisition from time to time as per requirements of the work to be carried out.
- v) Proper storage of the materials at site according to the standard practices and as per instructions of Engineer Incharge will have to be arranged by the Contractor at his own cost.
- vi) Should any material issued departmentally be lost or misused or if their consumption on the work is not established recovery thereof shall be effected from the Contractor's dues.
- vii) Recovery on account of departmental material retained by the Contractor after completion of the work shall be made at double the stock rates (or market rates whichever be higher) at the time of finalization of the contract.

33. Materials beyond completion period:-

If the work extends beyond the completion period as envisaged in the allotment, due to the fault of the Contractor then the departmental material will be issued to him on the market rates or stock issue rates prevalent at that time whichever is higher.

34. Empty Cement Bags:-

The cost on account of empty cement bags shall be recovered @ Rs. 2/- per bag from the claim of the contractor.

35. Site Stores:-

The contractor will have to construct suitable stores at the site of work at his own cost for storage of departmental materials like cement, steel, T-wire etc. He will also have to arrange for watch and ward of the stores at his own cost. The contractor shall have to provide necessary facilities to any representative of the Corporation authorized by the Executive Engineer for checking the stores at any time during execution of the work.

36. Payment of Materials:-

No payment on account of materials collected at site of work shall be made under any circumstances except where condition no. 23 is affected.

37. Subletting of works in whole or in part:-

The selected Contractor shall not assign or change the contract or any part thereof for share or interest therein or moneys due there under or sublet the contract or any part thereof or allow person to become interested in the contract or a portion thereof in any manner whatsoever.

38. Overall time schedule for completion of the entire work:-

The Contractor to whom the contract is awarded shall have to so arrange and plan progress of the work that entire work is completed in all respects and handed over to the

Corporation not later than the date mentioned in the tender notice given to him by the Corporation in this respect. Time shall be the essence of the contract.

39. Materials and workmanship:-

All equipment, materials and articles incorporated in the work, whether they are specified and provided for in the contract or are required to be done additional during the performance of the contract, shall be of the best and most suitable grade and quality of their respective kind and purpose and shall be subject, further more to the requirements contained in and implied by the specifications as referred to in and represented by the drawings and such other additional instructions specifications and drawings as may be issued by the government or the Engineer Incharge. The quality of the material shall be to the entire satisfaction of the Engineer Incharge and in conformity with the specifications and drawings and from part of the contract. When required by the specifications or when called for by the Engineer Incharge, the contractor shall furnish to the Engineer Incharge, for approval, full information concerning any materials he contemplates incorporating into the work. Materials issued and used in works without such approval shall be at Contractor's risk may be subject to rejection on evaluation.

Unless otherwise stated, specifications are the ISI specifications or other Standards referred to in the current edition of the publications on the date of the tender enquiry in question.

The works shall be executed strictly with the material of best grade and ISI specifications, duly cleaned and washed and tested at the cost of the contractor wherever necessary. All finished works and also materials to be used on the work such as stone, coarse aggregate etc. shall conform to ISI/PWD/CPWD specifications.

The workmanship shall also be of the quality and it should conform to the specifications, drawings and with such other drawings and instructions as may be furnished to the contractor from time to time. The materials and workmanship shall be to the entire satisfaction of the Engineer Incharge. It will be in the interest of the contractor to get the samples of materials approved before carrying these to the site of work using the same on the works after cleaning, screening, washing etc. testing as required by the Engineer Incharge failing which the rejection of materials by the Corporation will be at Contractor's cost.

Should there be any discrepancy or dispute in respect of specifications materials of workmanship etc. between the contractor and the Engineer Incharge; the decision of the Chief Engineer, CI&D Wing, Jammu will be final and binding on all parties.

40. Withholding of information:-

The contract shall be liable to be cancelled and the work got executed through other agency/agencies at the risk and cost of the Contractor in addition to his being black listed if it comes to the notice of the Corporation that the in securing the contract has withheld information regarding work/works allotted to him which would ordinarily have debarred the Contractor from tendering for this work.

41. Recoveries from Contractor:-

Any amount which may become recoverable from the Contractor whether before or after the finalization of the work as per item of the agreement shall be made good from his

dues available in PW Department or PDD or through arrears of land revenue (as the case may be) by the Corporation.

42. Dispute in rates:-

- i) Chief Engineer, CI&D Wing, PDC, Jammu's decision will be final in case of any dispute particularly regarding rates or interpretation of conditions between the Engineer Incharge and the Contractor and will be binding upon contractor.
- ii) The specifications of the work and interpretation of or the Conditions will be as per the book of specifications and general conditions forming the tender documents.
- iii) In case of any dispute between the Contractor and Corporation, whatsoever the case, the matter shall be referred to the Arbitrator, whose decision shall be binding on the parties.
- iv) The Contractor shall not delay carrying out of works by reasons of any reference to arbitration or pending settlement of dispute by Chief Engineer and shall proceed with the work with all due diligence and shall until the decision of arbitrator abide by the decision of the Engineer Incharge of the work duly conveyed to him.

43. Record of measurements:-

The Engineer Incharge shall maintain upto date record of work and its measurements in properly bound work register, X-section books and the Contractor shall sign all such documents regularly as a token of acceptance failing which the records maintained by the Engineer Incharge shall be final and binding on the Contractor.

44. Written Agreement covering contract:-

The written instrument of agreement covering the contract to be entered into between the government and the selected tenderers shall in all respect be deemed to be and shall be construed to operate as a contract in J&K state and in conformity with laws, applicable to J&K state and shall be subject to the jurisdiction of courts of courts of J&K only.

45. Responsibility of Contractor:-

The entire responsibility for executing the work in an efficient and workman like manner and in conformity with the Corporation drawings and specifications, with time being the essence shall be that of the Contractor except to the extent and for the purposes for which liability may have been assured expressly, under the said documents by the Corporation.

46. Contractor to comply with laws and regulations etc. :-

- i) (a) The Contractor shall abide by all the rules and regulations of contract, labour (P&A) Act of 1970. This shall include besides other provisions of the act, a licence from the labour department. Payment to labour at minimum wages rates fixed by the Labour Department, disbursement of payment at prescribed intervals

in presence of a representative of the department and provision of prescribed welfare amenities at site for the contract labour.

(b) Whereas the Contractor is responsible for payment of wages to the workers employed on contract labour by him at prescribed period, the Engineer Incharge in the event of complaint from the workers for non payment of their dues by the Contractor in addition to the action to be taken by the Labour Department under Labour laws, shall notify the Contractor and investigate the matter himself or through any other officer authorized by him. If he is satisfied that the complaint is correct, he will make such payment to the labour by debit to the Contractor's dues. No subsequent claim of Contractor in this behalf shall be entertained.

ii) (a) The contract shall in all respects be deemed to be complete and shall operate as contract in J&K state and in conformity with J&K laws and shall be subject to the jurisdiction of courts in the J&K.

(b) The Contractor shall keep himself fully informed of all laws ordinances and regulations in vogue which effect/relate to the workman engaged or employed on the work or the materials used in the work and also take cognizance of and comply with all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency should be discovered in the contract, or in the drawings or specifications here in referred to in relation to any such law, ordinance, regulation order, decree, the Contractor shall report the same in writing to the Engineer. He shall at all time, observe and comply with all such laws, ordinances and regulations for the time being in force and orders, decrees of competent court or tribunals having jurisdiction and shall protect and indemnify and keep indemnified the Corporation and the Engineer against any claim or liability arising from or based on the violation of any such laws, ordinance regulation order of decree, whether by himself or his employees.

(c) The Contractor shall also be bound to give all notices necessary and incidental to the lawful execution of the work and of all operations covered by the Contractor and as may be required by laws, ordinances, regulations, orders and decrees as foresaid and to pay all fees, taxes and duties payable to any authority there under.

(d) The Contractor should preferably engage permanent resident labour of J&K on the work. He shall pay the labour at a rate not lower than minimum rate prescribed by the labour department from time to time.

47. Failure of the Contractor to comply with the provision of the contract:-

i) If the Contractor refuses or fails to execute the work or any part thereof in proportionate time and with such diligence as will ensure its completion within the time specified in the contract or extension thereof or fails to complete the work within such time or fails to abide by the instructions of the Engineer Incharge of work or fails to perform any of his obligation under the contract or in any manner commits a breach of any of the provisions of the contract, it shall be open to the Engineer Incharge at his option to intimate by written notice to the Contractor.

(a) To terminate the contract, in which event the contract shall stand terminated and shall cease to be in force and effect on and from the date appointed by the Engineer Incharge that behalf where upon the Contractor shall

stop forthwith any of the Contractor's work then in progress except such work as the Engineer may in writing require to be done to safeguard any property of work or installation from damage and the Chief Engineer/ Engineer Incharge for their part may take over the work left unfinished by the Contractor and complete the same through a fresh contract. The Contractor or any of his sureties, if any shall be liable to the Government for any excess cost occasioned by such work having been so taken over and completed by the Engineer over and above the cost and at the rates specified in the schedule of quantities and rates.

(b) Without terminating the contract, to supplement the Contractor's arrangements at his risk and cost or to take over the work of the Contractor or any part thereof and complete the same through a fresh Contractor or by other means at the risk and cost of the Contractor and his sureties if any and under such circumstances, the Contractor shall be liable to the Government for any excess cost occasioned by such work having to be so taken over and completed by the Engineer, over and above the cost and at the rates specified in schedule bid of quantities and rates.

ii) Before terminating the contract as aforesaid and provided that in the judgment of the Chief Engineer/Engineer Incharge the defaults committed by the Contractor is / are curable and can be cured/remedied by the Contractor if an opportunity is given to him to do so, the Contractor has to cure the default within such time as may be specified in the notice.

iii) In the event that the Engineer proceeds in the manner prescribed in sub clause i (a) or sub clause i (b) above,

(a) The whole / part of the security deposit furnished by the Contractor is liable to be forfeited, without prejudice to the right of the Government to recover from the Contractor the excess cost referred to in the sub clause aforesaid. The Government shall also have the right to taking possession of and utilizing in completing the work or any part thereof, such materials, equipment and plant belonging to the Contractor as may be at the site of work and necessary therefor and the Contractor shall not be entitled to any compensation for use of or damage to such materials equipment and plant and

(b) The money that may have become due to the Contractor on account of work executed by him already shall not be payable to him until after the expiry of six (6) calendar months reckoned from the date of termination of contract or from taking over the work or part thereof by the Engineer as the case may be during which period the responsibility for faulty materials or workmanship in respect of such work shall, under the contract rest exclusively with the Contractor and such money subject to deduction of all amounts due from the Corporation to the Contractor, whether under the terms of this contract or otherwise are to be returned by the Corporation.

iv) The Engineer shall also have the right to proceed in the matter prescribed in sub clause (a) above in the event that the Contractor becomes bankrupt or insolvent or compounds with his creditors or assigns the contract in favour of his creditors or any other person or persons or being a company or a Corporation goes, into voluntary liquidation, provided that in the said events, it shall not be necessary for the Corporation to give any prior notice to the Contractors.

- v) Termination of the contract as provided for in sub clause (b) above shall not prejudice or effect the rights of the Corporation which may have occurred upto the date of such termination..

48. Access to work and facilities for inspection:-

The Engineer Incharge, his Assistants, representatives and employees shall at all times and for all purposes have access to the work and the premises used by the Contractors and the Contractor shall provide safe and proper facilities thereof. The Contractor shall afford the Engineers every facility for entering in and upon every portion of the work as well as every place at which materials for the work are stored or are being prepared at all hours for inspection or for any other purposes connected with the contract and shall provide all labour, materials, equipment appliance and facilities of every kind required for the purpose. The Contractor shall whenever so required give the Engineer access to the proper invoices bills of loading etc. and shall provide scale and assistance for weighing or measuring any materials or work.

49. Inspection:-

All material and work shall be subject to inspection, examination and test by the Engineer Incharge at any and all times during manufacture or construction and at any and all places where such manufacture or construction is carried down. The Engineer will have the right to reject defective material and work. The Contractor shall correct rejected work and replace rejected material into proper material, at his own cost and to the full satisfaction of the Engineer Incharge and shall also promptly segregate and remove rejected materials from the premises. If the Contractor fails to proceed, at once with the replacement of rejected material or the corrections of defective work, the Engineer Incharge may through a fresh contract or otherwise at the risk and cost of the Contractor complete such work or may avail itself of the remedies available in clause no. 23 thereof.

50. Architect's Instructions:-

- a) The contractor shall carry out and complete the work in every respect in accordance with the conditions of contract and under the directions of the Engineer Incharge to the entire satisfaction of the Engineer Incharge/Architect. The Architect may from time to time issue further drawings, details, instructions and explanations within the meaning of contract.
- b) The Engineer Incharge through Architect reserves the right to add/delete any item or part of item or to reduce or increase any quantity as per actual and final requirement of the work. The contractor will be bound to execute these items as per contract rates. No claim or damages or part of profit which the contractor might loose due to change in the quantities will be entertained by the department.
- c) The Architect shall during the progress of the works have power to order in writing from time to time the removal and proper re-execution of any work executed with materials or workmanship not in accordance with drawings and specifications or instruction, and contractor shall forthwith carry out such order at his won cost. In case of default on part of contractor to carry out such order, the department shall have the power to employ other agency/agencies to carry out the same and all expenses consequent thereon are incidental thereto as certified by the Engineer Incharge and Architect shall be borne by the contractor.

51. Measurement of the work and determination of quantities for payments:-

- i) Measurements of the work done by the Contractor will be recorded by the Engineer or his representative after notice to the Contractor. The Contractor or his agent if present shall sign the measurement book in token of acceptance of the measurement as recorded therein or record his objections if any to such measurement. The measurements in the event of objections by the Contractor, the work will be measured by the Engineer again after notice to the Contractor and such re-measurements shall be final. In the event of the contract not attending the taking of the measurements, the measurements, as taken by the Engineer Incharge or his representative, shall be final and binding on the Contractor.
- ii) The quantity of work to be paid for under an item for which unit price has been fixed under the contract shall be the actual amount or number as determined by the Engineer Incharge of units of work completed in accordance with the specifications and contract as directed pursuant thereto and to the satisfaction of the Engineer Incharge. No payment will be made for any work done otherwise than in strict conformity with the specifications. Measurements and computations will be made in such a manner as the Engineer Incharge may consider appropriate.

The dividing, limits, lines or grades between adjacent items of works of excavation or of different types of work where not definitely indicated on the plans or in the specifications shall be as determined by the Engineer Incharge.

Payment for quantities computed in the manner specified herein, shall constitute full compensation for all furnishing installing, handing and placing various items of the work.

52. Running payments:-

No running on account bill less than 5% of the value of contract shall be paid to Contractor.

53. Withholding of payments to Contractors and Government Men on moneys due to the labourers etc.:-

Progressive payment may at any time be withheld or reduced if in the opinion of Engineer Incharge the Contractor is not diligently and efficiently endeavoring to comply with the terms of the contract, or if the Contractor fails to pay his labour and material and other bills as they become due and the Corporation shall have the right to release such payments to the parties concerned.

The Corporation shall have a lien on all amounts that may become due and payable to the Contractor under this or any other contract. Transaction of any nature whatsoever between the Corporation and the Contractor and the security deposit furnished by him under the contract fee or in respect of any deposit that may become due and payable to the Corporation by the Contractor either along or jointly with the others either under this or any other contract transaction of any nature whatsoever between the Corporation and the Contractor unless the Contractor clears the claims of the Corporation immediately. On

demand the Corporation shall be entitled to deduct the said debit or and the security deposit without prejudice to the other rights and remedies available to the Government.

54. Final Payments and Release:-

- i) Final payments will be authorized by the Executive Engineer only after the date on which the work is completed to his satisfaction and according to the specifications, drawings and conditions of the contract, or on the date on which he orders the Contractor to stop the work and rescind the contract.
- ii) Whenever in the opinion of the Executive Engineer the Contractor shall have completely performed the contract and the Engineer Incharge will so certify in writing and in his certificate will state from actual, measurements, the work done by the Contractor and the value of such work under the terms of the contract.
- iii) After such examination of the certificate furnished by the Engineer Incharge as aforesaid and of the particulars contained therein as it may deem fit, the Chief Engineer/ Executive Engineer shall determine the total value of the work done by the Contractor and after deducting all sums as have either been paid to him already or are due to the Government and such further sums as the Corporation is or may be authorized or required to reserve or retain under the terms of the contract or otherwise takeover from the Contractor determine the amount remaining as the final payment. Such final payment shall be made only on Contractor's furnishing to the Engineer Incharge a certificate to the effect that he has no further claim of whatsoever nature or description on the Corporation.
- iv) All prior certificates upon which progress has been recorded and payments have been made shall be subject to correction in the final certificate.
- v) Acceptance by the Contractor of the payments as aforesaid shall release the Engineer Incharge from all claims and liability to the Contractor in respect of anything done or furnished by the Contractor for or in relation to the work under the contract.
- vi) No claim shall be made or be filed by the Contractor after final determination of the work done and the amounts payable under the provisions of the Contract and the Corporation shall not be liable to pay any money to the Contractor except as specifically provide in the contract.

Notwithstanding final acceptance of the work by the Engineer Incharge and final payments by the Corporation to the Contractor and not Withstanding any provision that may be contained in contract document, the Contractor shall be responsible for faulty material or workmanship which appears within a period of 180 days reckoned from the date on which the entire work as executed in strict conformity with the specification, shall have been completed and handed over by the Contractor to the Engineer Incharge accepted by the latter. The Contractor shall remedy the defects due thereto and pay for any damage resulting there from, which appear within the said period of 180 days, such defects and damage being assessed by the Corporation in its sole judgment, in regard to both the nature and value thereof.

In the event that any such defects or damage is observed, the Engineer Incharge shall promptly give notice to the Contractor specifying the nature of the defect and or

damage and value of damage as assessed by him and calling upon the Contractor to remedy the said defect and to pay for said damage within the period specified in the notice.

The Contractor there upon shall remedy the said defect and pay for such damage within the time specified as aforesaid.

The Corporation shall have the right, without prejudice to the other rights and remedies that may be available to it in this behalf to deduct the cost of remedying such defect whether through a fresh contract or other agencies, from the Contractor's security deposit and recover the same.

55. Defect Liability Period/Security Deposit:-

- i) In addition to the Contract performance Guarantee to be furnished by the Contractor by way of Bank Guarantee for an amount equivalent to 5% of the value of the awarded work valid for 12 months from the date of commencement/start under the contract retention money @ 5% of each payment shall be deducted from all running payments of Contractor towards the security deposits.
- ii) The security deposit shall bear no interest and shall be released only after the satisfactory completion of the work and removal of defects and after conducting necessary repairs to the satisfaction of the Engineer Incharge and not earlier than 180 days from the satisfactory completion of the work.
- iii) If, during a period of 180 days from the date of taking over the works any defect is developed/ found in any work or part thereof which may have been caused by bad workmanship, use of inferior material and in the opinion of the Corporation, repairs are required to effected made in the work done, the Contractor shall remove defects or conduct repairs at his own cost within a period of 07 days of the issue of the notice from the Engineer to that effect.

In the event of failure on the part of the Contractor to remove these defects or conduct repairs within the stipulated period, Engineer Incharge may get the defects removed or repairs made through any other agency and'-cost thereof shall be recovered from any money due to the Contractor under this agreement or from the security deposit.

Security Deposit including the Contract Performance Guarantee will be released after 180 days from the date of completion of the works and taking over the same by the department subject to satisfactory discharge of all obligations to be met by the Contractor days the defect liability period.

The routine maintenance of works, during this defect liability period, shall however be the responsibility of the department.

56. Penalty on late completion of work:-

Each day of delay beyond the stipulated date of completion would entail imposition of liquidated damages as under:

For this work =0.01% of the allotted value of work per day of the delay.

57. Claims:-

For any claim whatsoever that the Contractor may have to prefer he should do so within one month of the occurrence of the event/events which have given rise to that claim. Failure to do so by the Contractor shall divest him from his rights of lodging any claim and Corporation will not entertain any such claim later on.

58. Signature on Receipts for Accounts:-

Every receipt for money or securities received by the Contractor under these presents shall be signed by persons who signed instrument of agreement governing the 'contract or by other persons who holds a Power of attorney from the Contractor to receive or give receipts on his behalf.

59. Safety/Sanitary Medical Requirements:-

The Contractor and his employees shall promptly and finally comply with the safety, sanitary and medical requirements, as stated herein, prescribed by law, or as may from time to time be prescribed by the Engineer to provide a proper working environment to give safety and safeguard to the life and health of workmen / employees and local community.

In case such regulations and orders are not observed by the Contractor, they may be enforced by the Engineer Incharge at the Contractor's cost.

The Contractor shall be personally responsible for the safety of his employees in all phases of construction and shall provide and enforce the use of such guards, elements, goggles and other safety devices as may be required by the regulations for the time being in force. The Contractor shall promptly report serious accidents of any of his employees to the Engineer Incharge and shall make arrangements to render all possible assistance to such employees.

All other portions of the work shall be maintained in a neat, clean and sanitary condition at all times, toilets shall be provided by the Contractor where needed for such employees on the work.

The contractor shall conform to all laws governing employment and safety of labour and in particular with the acts in force relating to minimum wages, workmen's compensation, mines, explosives etc and the rules and regulations framed under the said acts.

All persons engaged by the Contractor; in connection with the performance of the contract shall be employee of the Contractor and no claim shall be against the department in respect of non payment of wages or remuneration of any description due by the Contractor in the discharge of his obligations to his employees.

60. Fire Prevention:-

The Contractor shall take all reasonable precautions to prevent fires of any nature in the general vicinity of his operations and shall be responsible for all damages due from fire directly or indirectly to his own activities, or their employees.

No claim shall be entertained against the department for:

- i) Idle labour etc. on any account.
- ii) For business loss or any other such losses.

61. Protection of Work:-

The contractor shall protect all the work and the material from the damage due to the nature of the work, the action of the claimants and the carelessness of the other contractors or any other cause whatsoever until the completion and acceptance of the work. Should any damage occur, he shall repair the same at his own expenses to the satisfaction of the Engineer Incharge.

The contractor shall be responsible for such policing of his own materials, storage areas, storehouse equipment yards etc. as he may require. The corporation will adopt no responsibility for protection or policing. The contractor shall take adequate steps to guard against fires and provide reasonable watchman's service to protect the work, his own property and the property of the Corporation under his case.

62. Cleaning up:-

During the progress of the work, the contractor shall keep the premises occupied by him in a neat and clean condition and free from any unsightly accumulation of rubbish. On the completion of any portion of the work, the contractor shall promptly remove all of his equipments, temporary structures and surplus construction material not to be used at or near location during later stages of the work. Upon completion of the work and before the final payment is made to the contractor, the contractor, shall at his own cost and expenses, satisfactorily dispose off or remove from the vicinity of the work and from all other land made available to him by the department, construction plants, building rubbish unused materials and other equipment and materials belonging to him and used under his discretion during construction and shall leave the premises in a neat and clean condition. In the event of his failure to do so the same may be removed and disposed off by the corporation at the contractor's expenses.

All surplus earth rubbish· dismantled and surplus material shall be removed as required and dumped or stocked anywhere in department's area within a radius of 0.5 km. by the contractor at his own cost to the satisfaction of the Engineer Incharge, unless otherwise directed.

63. Arbitration:

If any dispute arises out of or in connection with the terms and conditions of this work or as to the interpretation thereof or as to conformity of the work with the plan, specifications and measurement etc. The same shall be settled by Arbitration Act of J&K State including amendments thereof till date only under J&K Jurisdiction.

REVISED ABSTRACT OF COST

PART – A

Construction of Two Room Housing Complex : Rs 89.36 lacs

PART – B

Construction of One Room Housing Complex : Rs 48.54 lacs

PART – C

Construction of Internal Electric Works : Rs 20.00 lacs

PART – D

Construction of Internal Plumbing Works : Rs 61.56 lacs

G. TOTAL: Rs. 219.46 lacs

SAY : Rs. 220.00 lacs