

**M/s HLL Infra Tech Services Ltd. (HITES)**  
(Subsidiary of HLL Lifecare Ltd., A Government of India Enterprise)

**As Executing Agency of  
Ministry of Health & Family Welfare,  
Government of India, New Delhi**

**TENDER  
FOR  
Supply, Installation, Testing & Commissioning of Lifts  
at Super Speciality Block  
at Govt. Medical College, Kozhikode, Kerala  
Under  
Pradhan Mantri Swasthya Suraksha Yojna, Phase-III  
(PMSSY-III)**

**Volume- III  
Specific Conditions of Contract**

**Tender No. HITES/IDS/17/61 Dated 30-12-2017**



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**SPECIFIC CONDITIONS OF CONTRACT (SCC)**

**SECTION 1- GENERAL**

**General**

The following Specific Conditions of Contract shall be read in conjunction with General Conditions of Contract. If there are any provisions in these Specific Conditions of Contract which are at variance with the provisions in the above mentioned documents, the provisions in these Specific Conditions of Contract shall take precedence.

**1. Scope of Contract**

The scope of work comprises of Supply, installation, testing and commissioning of one Passenger cum bed lift and Dump waiter as per the technical specification.

The scope of work also includes preparation of all detailed shop drawings, obtaining approvals at different stages from local authorities, lifts inspector and all other required statutory approvals/ clearances from relevant Statutory authorities.

The work is to be executed for Certifications as per GRIHA (Green Rating for Integrated Habitat Assessment) National Green Building Rating System. At least **3 (Three) Star rating under the GRIHA** Green Building Rating System is to be ensured.

**2. Insurance**

- 2.1. Without limiting the Contractor's obligations and responsibilities stated elsewhere in the Contract, the Contractor shall at his own cost arrange, secure and maintain insurance in the name of the HITES and the contractor with an insurance company selected by the contractor and acceptable to the HITES, in such a manner that the MoHFW / HITES and the contractor are covered for all time during the period of contract i.e. the time period allowed for completion of work, extended period and the defect liability period. The insurance shall be effected in accordance with terms approved by the HITES and the contractor shall submit the insurance policies to the Engineer-In-Charge within one week of signing of the agreement along with the receipt of premium. The contractor shall timely pay and submit the receipts of payment of premiums for extensions of policies, if any. The insurance shall cover the following: -

**a) Contractor's All Risks Insurance**

The contractor shall insure the work for a sum equivalent to the Contract value together with materials and Plant for incorporation therein, to the full replacement cost and it being understood that such insurance shall provide for compensation to be payable to rectify the loss or damage incurred, and, an additional sum of 15 (%) per-cent of such replacement cost to cover any additional costs of and incidental to the rectification of loss or damage including professional fees and the cost of demolishing and removing any part of the Works and of removing debris of whatsoever nature, and it being understood that such insurance shall provide for compensation to be payable to rectify the loss or damage incurred or such additional sums as specified and the interests of the MoHF&W/ HITES against ALL RISKS claims, proceedings, loss or damages, costs, charges and expenses from whatsoever cause arising out of or in consequence of the execution and maintenance of the work for which the contractor is responsible under the contract.

**b) Workman Compensation & Employers Liability Insurance.**

This insurance shall be effected for all the contractor's employees engaged in the performance of the contract. The MoHF&W/ HITES shall not be liable in respect of any damages or compensation payable at law in respect of or in consequence of any accident or injury to any workman or any other person in the employment of the contractor and the contractor shall indemnify and keep indemnified the HITES against all such damages and compensation and against all claims, demands, proceedings, costs, charges and expenses, whatsoever in respect or in relation thereof.

**c) Third Party Insurance.**

The contractor shall be responsible for making good to the satisfaction of the Engineer-in-Charge any loss or any damage to all structures and properties belonging to the MoHF&W/ HITES or being executed or procured or being procured by the MoHF&W/ HITES or of the other agencies within the premises of all work of the MoHF&W/ HITES if such loss or damage is due to fault and or the negligence or willful acts or omissions and commissions of the contractor, his employees, agents, representatives.

The contractor shall take sufficient care in moving his plants, equipment and materials from one place to another so that they do not cause any damage to any person or to the property of the MoHF&W/ HITES or any third party including overhead and underground cables and in the event of any damage resulting to the property of the MoHF&W / HITES or to a third party during the movement of the aforesaid plant, equipment or materials, the cost of such damages including eventual loss of production, operation or services in any plant or establishment as estimated by the MoHF&W / HITES or ascertained or demanded by the third party, shall be borne by the contractor.

Before commencing the execution of the work, the contractor, shall insure and indemnify and keep the MoHF&W/ HITES harmless of all claims, against the contractor's liability for any materials or physical damage,

loss or injury which may occur to any property, including that of the MoHF&W/ HITES or to any person including any employee of HITES, or arising out of the execution of the work or in the carrying out of the contract, otherwise than due to the matters referred to in the provision to (a) above. Such insurance shall be effected for an amount sufficient to cover such risks. The terms shall include a provision whereby, in the event of any claim in respect of which the contractor, would be entitled to receive indemnify under the policy being brought or made against the MoHF&W/ HITES, the insurer willfully indemnify MoHF&W/ HITES against such claims and any costs, charges and expenses in respect thereof.

- d) The Contractor shall also at times indemnify the MoHF&W / HITES against all claims, damages or compensation under the provisions of Payment or Wages Act, 1936, Minimum Wages Act, 1948, Employer's Liability Act, 1938, the Workman's Compensation Act, 1947, Industrial Disputes Act, 1947 and Maternity Benefit Act, 1961, or any modification thereof or any other law relating thereof and rules made there under from time to time.
- e) The Contractor shall also at his own cost carry and maintain any and all other insurance(s) which he may be required for the Contractor's Equipment and other things brought onto the Site by the Contractor, for a sum sufficient to provide for their replacement at the Site
- f) The Contractor shall also at his own cost carry and maintain any and all other insurance(s) which he may be required to take out under any law or regulation from time to time. He shall also carry and maintain any other insurance, which may be required by the Engineer-in-Charge.
- g) **Cross liabilities:** -The insurance policy shall include a cross liability clause such that the insurance shall apply to the contractor and to the MoHF&W / HITES as separate insured.

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

### 2.3. Evidence and Terms of Insurance

The Contractor shall provide evidence to the as soon as practicable after the respective insurance have been taken out but in any case prior to the start of work at the Site that insurance required under the Contract have been effected and shall, within 30 days of the Commencement Date, provide the insurance policies to the MoHF&W/ HITES. When providing such evidence and such policies to the MoHF&W/ HITES, the Contractor shall notify to the Engineer in Charge also. Such insurance policies shall be consistent with the general terms agreed prior to the issue of the Letter of Acceptance. The Contractor shall effect all insurance for which he is responsible with insurers and in terms approved by the Engineer-In-Charge.

## **2.4. Adequacy and cancellation of Insurance**

- a) The Contractor shall notify the insurers of changes in the nature, extent or programme for the execution of the Works and ensure the continuity and adequacy of the insurance at all times in accordance with the terms of the Contract and shall, when required, produce to the Engineer-in-Charge the insurance policies in force and the receipts for payment of the current premiums.
- b) The aforesaid insurance policies shall provide that they shall not be cancelled till the Engineer-in-charge has agreed for cancellation.

## **2.5. Remedy on the contractor's failure to insure**

If the contractor shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the terms of the contract then and in any such case Engineer-in-charge may without being bound to, effect and keep in force any such insurance and pay such premium or premiums, as may be necessary for that purpose and from time to time deduct the amount so paid by the Engineer-in-charge from any moneys due or which may become due to the contractor or recover the same as a debt due from the contractor.

## **2.6. Compliance with Policy Conditions**

In the event that the Contractor fails to comply with conditions imposed by the insurance policies effected pursuant to the Contract, the Contractor indemnify the MoHF&W/ HITES against all losses and claims arising from such failure.

# **3. Drawings**

## **3.1. Tender Drawings**

The tender drawings are for Tender Purpose only and are intended as a guide to the Bidder / Contractor and give general layout of buildings and general information of the structures and general positions of utilities, services and equipments only. Contractor's quoted rate for any item should not be based on any measurement, quantity, and specification from these drawings. Any claim raised by the contractor in this regard shall not be valid in this contract and shall not be accepted by the HITES.

## **3.2. Issue and custody of drawings & specifications**

The contractor on the signing of contract shall be furnished free of cost three copies of all drawings and all further drawings issued during the progress of the works. The contractor shall keep one copy of all drawings at the works site and the Engineer-in-charge shall have, at all reasonable times, access to the same.

The drawings shall be provided to the Contractor as per the schedule (prepared at the start of the works and necessarily updated or revised from time to time) as mutually agreed by the Engineer-in-charge and the Contractor. Last major drawings may be provided as per the schedule prior to the stipulated date of completion and the Contractor, if found necessary shall increase his resources and effort so as to complete the works within stipulated time.

From time to time during the course of contract revised drawings may be issued to the Contractor and the Contractor shall ensure that all superseded drawings are removed from site and stored in a lockable cabinet as directed by the Engineer-in-charge and replaced by revised drawings.

The Contractor shall maintain complete up to date Register of drawings issued at site. All drawings shall be properly numbered and indexed for ready reference. Superseded drawings should be properly identified.

The contractor shall ensure that only the valid up to date drawings are used for preparation of as built drawings etc.

### **3.3. Working drawings/ Shop drawings/ Design:**

The drawings supplied by the Engineer-in-charge have been listed in the tender documents. These drawings are indicative for the purpose of detailing and requirement of the contract. The contractor shall take into consideration space allocated for equipments before ordering them to ensure that the equipment would fit in the space provided with necessary clearances required as per the relevant standard / manufacturer's recommendations. In case of any difficulty it should be brought to the notice of the Engineer - in- Charge.

Detailing for shop drawings of all services will have to be done by the contractor based on the schematics and other details provided by the Engineer-in-charge or local authorities. The work will be executed by the contractor based on the approved shop drawings from the concerned authority and accordingly contractor will be responsible for obtaining all required final NOC / clearance from concerned authorities. These drawings and details shall also contain details of, size, arrangement, operating clearances, performance characteristics and capacity of all items of equipments and also details of all related items of work by other discipline.

The contractor shall submit to the Engineer-in-charge for approval details of all proposed equipments, accessories, equipment characteristics and capacity details of all equipment, accessories and devices etc. as per the specifications and obtain approval of the Engineer-in-charge.

In case there is delay in any drawings and design viz shop drawings, or specialised works drawings etc. to be supplied by the contractor, Engineer- in-Charge may ask the Contractor to make necessary changes, as required. In case of failure on the part of the contractor to carry out the directions of the Engineer - in- Charge action may be taken to get the needful done at the risk and cost of the Contractor. All drawings shall be signed by Contractor or their authorised representative with name, seal and date before submission to Engineer-in-charge.

- 3.3.1. The Contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the directions of and to the satisfaction of the Engineer-in-charge. The Engineer-in-charge may in his absolute discretion and from time to time further issue drawings and/or written instructions, details, directions and explanations, which are hereafter collectively referred to as "Engineer-in-charge's Instructions" in regard to:

- a. The variation or modification of the design, quality or quantity of items of works or the addition or omissions or substitution of any item.
- b. Any discrepancy in the drawings or between the bill of quantities and/or drawings and/or specifications.
- c. The removal from the site of any material brought thereon by the contractor and the substitution of any other material thereof.
- d. The removal and/or re-execution of any works executed by the contractor.
- e. The removal of any persons employed by the contractor on the site.
- f. The opening up for inspection of any work covered up.
- g. The amending and making good of any defects noticed during or after execution of the work.

The Contractor shall forthwith comply with and duly execute any work in compliance to above instructions provided always that verbal instructions, directions and explanations given to the contractor or his representative by the Engineer - in- Charge, shall, if involving a variation, be confirmed in writing by the Contractor within seven days, and if not dissented in writing within a further seven days by the Engineer - in- Charge, these shall be deemed to be Engineer - in- Charge's instructions within the scope of the contract

### **3.4. Shop Drawings**

- 3.4.1. The Contractor shall furnish for approval of the Engineer-in-charge three sets of detailed Shop drawings of all equipments and materials required to complete the work as per specifications well in advance. These drawings shall contain details and capacity of all items of equipment, as also the details of all related items of work of other trades. All shop drawings are to be made in accordance with latest fire safety norms and building codes.
- 3.4.2. All drawings necessary for assembly, erection, maintenance, repair and operation of the equipment shall be furnished and different parts shall be suitably numbered for identification and ordering of spare parts.
- 3.4.3. For any amendments proposed by Engineer-in-charge in the above drawings, the Contractor shall supply fresh sets of drawings with the amendments duly incorporated, along with the drawings on which corrections were indicated.
- 3.4.4. No material or equipment may be brought at Site until the Contractor has the approved Shop drawings for that particular material or equipment.
- 3.4.5. After approval of the drawings by the Engineer-in-charge, the Contractor shall further furnish six sets of Shop drawings for the exclusive use of and retention by the Engineer-in-charge.
- 3.4.6. Approval of drawings by the Engineer-in-charge shall not relieve the Contractor of any obligation to meet all the requirements of the Contract or of the correctness of his drawings. The Engineer-in-charge's approval of specific item shall not mean the approval of the assembly of which it is a



component. The Contractor shall be responsible for and is to bear the cost for all alternations of the works due to discrepancies or omission in the drawings or other particulars supplied by him, whether such drawings have been approved by the Engineer-in-charge or not.

3.4.7. Where the work of the Contractor has to be installed in close proximity to, or will interfere with the work of other trades, the Contractor shall assist in working out the space conditions to make a satisfactory adjustment. If so directed by the Engineer-in-charge, the Contractor shall prepare composite working drawings and sections to a suitable scale not less than 1:50, clearly showing how his work is to be installed in relation to the work of other trades. If the Contractor installs his work before coordinating with other trades, and it is cause for any interference with the work of other trades, he shall make all the necessary changes without extra cost.

3.4.8. All shop drawings and detail drawings will be made as per requirements of local authorities and tender drawings incorporating all latest regulations and requirements. No separate drawings will be, issued for making shop drawings.

#### **4. Disruption of Progress**

4.1. The Contractor shall give 4 weeks, in advance, written notice to the Engineer-in-charge whenever planning or progress of the Works is likely to be delayed or disrupted due to non-issue of any drawing or order by the Engineer-in-charge. The notice shall give details of the drawings or order required explaining why and by when it is required and if any delay or disruption is likely to be suffered on that account.

4.2. If by reason of any failure or inability of the Engineer-in-charge to issue drawings/ order/ clarifications within 4 weeks of such notice by the Contractor and the contractor suffers delay, then the Engineer-in-charge, shall record the facts for any extension of time under respective clause of the agreement. Notwithstanding anything stated above, the Contractor shall not be eligible for any financial compensation arising due to any delay.

4.3. No compensation whatsoever shall be payable to the contractor for any damage by rains, lightening, wind, storm, floods, tornadoes, earthquakes, or any other natural calamities during execution of work and no claim on this account will be entertained for such damages.

#### **5. Contractor's General Responsibilities**

##### **(a). Execution of works:**

The Contractor shall, subject to the provisions of the Contract, and with due care and diligence, execute and complete the Works & remedy any defects therein in accordance with the Contract. The Contractor shall provide all labour, including the supervision thereof, materials, Machineries and all other things, whether of a temporary or permanent nature, required in and for such execution, completion, maintenance and remedying of any defects, so far as the necessity for providing the same is specified in or is reasonably to be inferred from the

### Contract.

If the contractor finds any discrepancy in the drawings or between the drawings, bill of quantities and specifications, he shall immediately and in writing refer the same to the Engineer - in- Charge for clarifications who shall decide the matter.

The successful contractor is bound to carry out any items of work necessary for the completion of the job even though such items are not included in the bill of quantities and rates instructions in respect of such additional items and their quantities will be decided as per the provision of the contract and issued in writing by the Engineer-in-charge.

The Contractor must bear in mind that all the work shall be carried out strictly in accordance with the specifications as given in these documents and also in compliance of the requirements of the local public authorities and to the requirements/ satisfaction/ direction of the Engineer-in-charge and no deviation of any account will be permitted.

The contractor shall have to use materials from the makes/ manufacturers specified in the list of materials of approved brand and/or manufacture contained in the contract documents and as approved by the Engineer- in-Charge. Wherever different pattern/ Design/ Quality of materials with same specification/make as specified in the contract, is available in the market, Engineer-in-Charge will approve the pattern/ Design/ Quality of the material/ item which shall be final and binding on the contractor. The contractor shall supply samples of all the materials/ fittings/ fixtures proposed to be used in the work and obtain approval of the Engineer-in-Charge. These samples shall be retained at site till completion of the work. If subsequently it is found that approved material upon testing does not meet the requirement as specified in the contract the contractor shall get approval of alternate material.

### (b). Samples & Approval of Materials

- i. The Engineer-in-charge will not supply any materials required for execution of the Works under this Contract. The Contractor must, therefore, make his own arrangements for timely procurement of various materials.
- ii. Prior to ordering any equipment/ material/ system, the Contractor shall submit to the Engineer-in-charge the catalogues, along with samples from approved list of manufacturers. No material shall be procured without written approval of the Engineer-in-charge.
- iii. Prior approval of each and every material or any other fittings & fixtures shall be taken by the contractor from the Engineer-in-charge. Samples for all the materials to be used in the work shall be got approved from Engineer-in-charge before their bulk procurement. Samples approved shall be kept in the sample room till the completion of the work.
- iv. All materials used on the Works shall be new and of the approved quality and make available, conforming to the relevant specifications of the contract. Prior approval shall be obtained in writing from the Engineer-in-charge for all materials proposed and when necessary, approved samples duly identified and labeled shall be deposited with the Engineer-in-charge and shall be kept in the sample room at Site. List of approved make indicates make/ manufacturer generally acceptability. Final choice of

make/ manufacturer of material & models shall be with the Engineer-in-charge.

(c). Material and Equipment

- i. All material and equipment shall conform to the relevant Indian Standards and bear IS marking where ever applicable.
- ii. Where interfacing is involved, both equipments shall be mutually compatible in all respects.
- iii. Where an item of equipment, other than as specified or detailed on the drawings, is approved by Engineer-in-charge, requires any re-design of the structure, partitions, foundation, piping, writing or any other part of the mechanical, electrical or architectural layout, all such re-design, and all new drawings and detailing required therefore, shall be prepared by the Contractor at his own expense and approval obtained from the Engineer-in-charge.
- iv. All similar equipment, materials, removable parts of similar equipment etc. shall be inter-changeable with one another.

(d). Approved makes for materials and vendor list

The contractor shall procure materials amongst the vendors as mentioned in the vendor lists enclosed. In case a material is not available from any of the vendors in the enclosed vendor lists, the contractor may intimate and submit details of source from where the contractor wishes to procure the material, along with complete details and the particular material shall be got approved from the Engineer - in- Charge before procurement.

(e). Safety in Works

The contractor shall employ only such tools and plant as are appropriate for the type of work or as approved by Engineer-in-Charge in writing.

The contractor shall take all precautions and measures to ensure safety of works and workmen and shall be fully responsible for the same. Safety pertaining to works such as trenching, blasting, electric connections, scaffolds, ladders, electric and gas welding etc shall be governed by the Safety code, relevant safety codes and the direction of Engineer-in-Charge

(f). Adequacy, stability and safety:

The Contractor shall be fully responsible for the adequacy, stability and safety of all site operations and methods of execution, the contractor shall ensure that all safety norms are followed as per contractual and other statutory requirements.

(g). Temporary works and arrangements:

The Contractor shall furnish to the Engineer-in-charge full particulars i.e. site location and area required including drawings, etc. of all temporary works necessary for the execution of the works and shall give adequate time to the Engineer - in- Charge for his approval. The Contractor shall be solely responsible for the stability and structural safety of all temporary works including obtaining statutory approvals and payment of statutory fees, if any. Should it be necessary to shift the temporary works to some other place during the

execution of the works, the Contractor shall do so, at his own cost.

**(h). Initial and Final Clearance of site for temporary works:**

The Contractor shall be responsible for the clearance of the site of all scrub, debris, rubbish, etc. to be removed off site to a location to be provided by the contractor and approved by the Engineer- in-charge. However, no trees shall be removed without the prior permission of the Engineer-in-charge. The structures, services and works required to be demolished and removed shall also be removed off site to a location as mentioned above. The Contractor shall obtain necessary permissions and approvals from the local authorities for such disposals. The demolition shall include digging, excavating and removal of substructures, foundations and buried works. The cost of all this shall be borne by the Contractor.

The above is applicable for all site offices, labour camps, and godowns etc., which are not required after the work is completed.

**(i). Storage, Cleaning and Dewatering**

The Contractor shall at all the times during execution keep the Site clean and free from all debris and unwanted materials on a daily basis as per instructions of the Engineer-in-charge.

Storage of materials shall be in an organized manner and in proper compartments as directed by the Engineer - in- Charge. Storage on suspended floors shall not be permitted unless specifically approved in writing by the Engineer-in-charge for specific materials in specific locations and in approved manner. The Engineer-in-charge shall be furnished with load details, if requested, before seeking approval for storage.

Regular cleaning operations shall be undertaken to remove all dust, debris, waste materials etc. A cleaning schedule shall be maintained.

The Contractor shall make his own arrangement for storage of those materials, which can be accommodated at site. Contractor shall be fully responsible for safe custody of the same. Materials shall be considered as "Delivered at Site" only after the physical presence of materials at site are verified by the Engineer-in-charge. Storage of materials/ equipment elsewhere shall not be considered as "Delivered at Site."

The Contractor shall be responsible to keep entire site free from water due to water coming from any source at any level and shall protect all materials and works from being damaged by the water from any source. Contractor shall make proper arrangements for drainage prior to use of water for curing, testing, cleaning etc.

Any expenditure incurred by the Contractor in fulfillment of his obligations under this sub-clause shall be deemed to have been included in the financial bid and subsequent contract.

**6. Watch & Ward and Lighting**

The Contractor shall throughout the execution and completion of the Works and the remedying of the site and the Works and the remedying of any defects therein have full regard for the safety of all persons entitled to be on the site and keep the site

and the Works in an orderly state to avoid any accident or danger and provide safety measures, lights, guards, fencing and barricades where ever necessary or required by the Engineer-in-charge, or by any duly constituted authority, for the execution and for the protection of the Work, and/or for the safety and convenience of the public or others and take all reasonable steps to protect the environment on and off the site and to avoid damage or nuisance to person or property of the public or others resulting from pollution, noise and other causes etc. at his own cost.

## **7. Care of Works**

From the commencement to the certified completion of the whole of works, the contractor shall be responsible for the care, safety and maintenance of the works executed under the contract thereof and of all temporary works. In case of any damage/ loss or injury shall happen to the works or to any part thereof or to any temporary works from any cause whatsoever save and except the expected risks, the contractor shall at his own cost repair and make good the same, so that on completion the works shall be in good order and condition in conformity to every respect with the requirements of the contract. The contractor shall also be liable for any damage to the works occasioned by him including his subcontractors in the course of any operations carried out by him for the purpose of completing any outstanding work and complying with his obligations under the Contract. In case of failure on the part of the contractor the damage/ loss/ injury shall be made good by the HITES at the risk and cost of the contractor.

## **8. Force Majeure:**

Any failure or delay in the performance by either party hereto of its obligations under his Contract shall not constitute a breach thereof or give rise to any claims for damages if, and to the extent that it is caused by occurrences beyond the control of the party affected, namely, acts of God, floods, explosions, wars, riots, storms, earthquakes, insurrection, epidemic or other natural disasters. The party so affected shall continue to take all actions reasonably within its power to comply as far as possible with its obligations under this Contract. The affected party shall promptly notify the other party after the occurrence of the relevant event and shall use every reasonable effort to minimize the effects of such event and act in all good faith with due care and diligence.

## **9. Contractor's Superintendence**

(a). The contractor shall be solely responsible for the means, methods, techniques sequence and procedure of execution. The Contractor shall be responsible to see the completed work complies accurately with the Contract requirements. The Contractor shall provide all necessary superintendence during the execution of the Works as per contractual provisions.

### **(b). Contractor's Representative for Execution & Coordination of Works**

The Contractor shall ensure his presence at site all times during working hours throughout the course of the Contract or depute a Competent

representative who shall be empowered to receive instructions from the Engineer - in- Charge in respect of all matters likely to arise in connection with the execution & coordination of the works at the site. Contractor's Authorized Representative shall take joint measurements and sign the measurement books / bills. Any direction, explanations, instructions or notices given by the Engineer-in-charge to such representative shall be held to be given to the Contractor. In case of absence of said Representative other alternative representative should also be mentioned having same responsibilities.

The contractor should submit curriculum vitae (CV) of the key personnel proposed to be deployed at site as per Schedule "F" of GCC for supervision and execution of work.

The contractor under normal circumstances would not be allowed to replace the key personnel during the execution of the contract. However, for any reasons, due to unavoidable circumstances if it becomes necessary in the interest of the project to replace any one/ all the above key personnel the contractor must submit the CV of the new personnel (having qualifications and experience as per requirement of the contract) to Engineer-in-Charge for their approval.

A list of all technical and key personal staffs must be submitted to the Engineer-in-Charge with their area of work/ responsibility with verified signature and the link persons to receive the instructions at site (in case the main person was not found at site) during the inspection by representative of Engineer-in-charge. Any staff of contractor found incapable/unsuitable to execute the assigned work shall be replaced by the Contractor if desired by the Engineer-in-Charge.

(c). Contractor's Employees

The Contractor shall employ competent Engineering staff / technical assistants/ technicians who are qualified, skilled and experienced in their respective trades, to ensure proper supervision, quality & output of the work they are required to supervise. No child labour shall be employed on the work. All the skilled semi-skilled and unskilled labour shall work under the sole guidance of the contractor/his representative.

(d). Removal of Contractor's Employees

The Contractor shall on the direction of the Engineer-in-Charge immediately remove from the work any person employed thereon by him who may, in the opinion of the Engineer-in-Charge has misconducted himself and such person shall not be again employed on the works without the permission of the Engineer-in- charge.

(e). Unauthorized Persons

No unauthorized persons shall be allowed on the site. The contractor shall provide complete security arrangement for the campus during execution to avoid trespassing. The Contractor shall ensure all such persons are kept out and shall take steps to prevent trespassing. However the contractor will make sure to provide free access at any time for Engineer-in-charge to the site and other working places.

**10. Compliance with Statutes, Regulations, Etc.**

The contractor shall conform to the provisions of all statutes, ordinance, laws, acts of the legislature relating to the works, and to the regulations and by-laws of any local or other duly constituted authority and of any water, electric supply and other companies and/or authorities with whose systems the structure is proposed to be connected. The Contractor shall keep the HITES indemnified against all fines or penalties or liability of every kind for breach of any such statutory ordinance, law act of the legislation, regulations, and byelaws as aforesaid.

The contractor shall before making any variations from the drawings or specifications that may be necessitated by such regulations, give to the Engineer-in-charge written notice, specifying the variation proposed to be made and the reasons for making it and apply for instructions thereon. The contractor will not execute any work without written permission from the Engineer-in-charge

The contractor shall bring to the attention of the Engineer-in-charge any specific requirement of the local authorities or any notice required for execution by virtue of such acts, regulations or bye-laws of such authority, or public office. All fees that may be chargeable in respect of these works shall be reimbursed by the HITES on production of authorised receipts.

**11. Setting out**

The contractor shall be responsible for the true and proper setting-out of the Works in relation to original points, lines and levels or reference issued by Engineer-in-charge in drawing or in writing and for the correctness, subject as above mentioned, of the position, levels, dimensions and alignment of all parts of works and for the provision of all necessary instruments, appliances and labour in connection therewith. If, at any time during the progress of the works, and during defects liability period, any error shall appear or arise in the position, levels, dimensions or alignment of any part of the Works, the Contractor, on being required to do by the Engineer-in-charge and/ or his authorised representative shall at his own cost, rectify such error to the satisfaction of the Engineer-in-charge. The checking of any setting out or of any line or level by the Engineer-in-charge not in any way relieve the Contractor of his responsibility for the correctness thereof. The Contractor shall carefully protect and preserve the benchmarks; sight-rails, pegs and other things used in setting-out the Works. Any rectification works required should be done by the Contractor at his own cost.

**12. Quality of Materials, Workmanship and Test**

- (a). All the materials used in the work shall be subjected to the mandatory tests as prescribed in the specifications detailed in Schedule F of the General Conditions of Contract and other specifications referred to in the contract and workmanship shall be the best of the respective kinds described in the Contract and in accordance with the Engineer-in-charge's instructions and shall be subjected from time to time to such tests as the Engineer-in-charge may direct at the place of manufacture or fabrication or on the Site or at an approved

testing laboratory. The source of supply and / or manufacturing within/ outside India may be inspected by the Engineer-in-charge or any representative as nominated by the HITES. The expenditure on this account is deemed to be included in the rate quoted.

The contractor shall upon the instruction of the Engineer-in-charge's representative furnish him with documentation to prove that the materials & goods comply with the requirements of contract and for requirement stated above. The Engineer-in-charge may issue instruction in regard to removal of material from site or any work, if these are not in accordance with the contract. The contractor shall provide such assistance, instruments, machinery, labour and materials as are required for examining, measuring, sampling, testing of material or part of work.

The Engineer-in-charge may carry out **Third Party Quality Assurance /Audit** by an independent agency/ individual/firm/institute at any time. The agency will be permitted and offered all support related to site inspection by the Contractor. Observations/ discrepancies noticed by third party quality assurance/audit shall be attended by the contractor at his own cost.

(b). Samples

- i) All samples of materials and /or items of works in adequate numbers, sizes, shades & pattern as per specifications shall be supplied free of charge by the contractor without any extra charge. All other expenditure required to be incurred like conveyance for taking the samples for testing at the laboratory, packing, etc, shall be borne by the contractor. If the test results do not conform to the specifications and standards laid down, the materials shall be rejected, the contractor shall remove such materials from site. The laboratory for testing of samples shall be decided by the Engineer – in charge, whose decision shall be final and binding.
- ii) Contractor shall submit Samples to the Engineer-in-charge for approval. If certain items proposed to be used are of such nature that samples cannot be presented or prepared at the site, detailed literature / test certificate of the same shall be provided to the satisfaction of the Engineer-in-charge. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalogue numbers and the use for which intended and otherwise as the Engineer-in-charge may require to review the submittals for the limited purposes required by paragraph (d) below. The numbers of each sample to be submitted will be as specified in the Specifications, or as shall be specified by the Engineer-in-charge.

iii) Submittal Procedures

1. Before submitting each Sample, Contractor shall have determined and verified all materials with respect to intended use, fabrication, shipping, handling, storage, assembling and installation pertaining to the performance of the Work and All information relative to Contractor's sole responsibilities in respect of means, methods, techniques, sequences and procedures of work execution and safety precautions and programmes incident thereto.
2. Each submittal will bear a specific written indication that Contactor has



satisfied Contractor's obligation under the Contract Documents with respect to Contractor's review and approval of that submittal.

3. At the time of each submission, contractor shall give the Engineer-in-charge specific written notice of such variations, if any; that the sample submitted may have from the requirements of the contract document. Such notice shall be separate from the submittal and in addition shall cause a specific notation to be made on each sample submitted for review and approval of each such variation

iv) Review and Approval:

1. Sample shall be reviewed and approved only to determine if the items covered by the submittals will, after installation or incorporation in the work, conform to the information given in the contract documents and be compatible with the design concept of the completed project functioning as a whole as indicated by the contract documents, drawings.
2. Review and approval will not extend to means, methods, techniques, sequences or procedures of execution. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. Contractor shall make corrections required by Engineer-in-charge and shall submit as required new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for and by the Engineer-in-charge on previous submittals.
3. Above referred review and approval of Samples shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Document unless Contractor has in writing called the Engineer-in-charge attention to each such variation at the time of submission as specified above and received written approval of each such variation by specific written notation thereof incorporated in or accompanying the Sample approval; nor will any approval by Engineer-in-charge relieve Contractor from responsibility for complying with the requirements of contract.
4. Only when the samples are approved in writing by the Engineer-in-charge, the contractor shall proceed with the procurement and installation of the particular material/ equipment. The approved samples shall be signed by the Engineer-in-charge for identification and shall be kept on record at site office until the completion and acceptance of the work and shall be available at the site for inspection / comparison at any time. The contractor shall keep with him a duplicate of such samples to enable him to process the matter.
5. For items of works where the samples are to be made at the site, the same procedure shall be followed. All such samples shall be prepared at a place where it can be left undisturbed until the completion of the project.
6. The Engineer-in-charge shall communicate his comments / approval to the Contractor to the samples at his earliest convenience. Any delay that

might occur in approving of the samples for reasons of its not meeting with the specifications or other discrepancies, inadequacy in furnishing samples of appropriate quality from various manufacturers and such other aspects causing delay on the approval of the materials / equipment's etc., shall be ascribable to the account of the contractor. In this respect the decision of the Engineer-in-charge shall be the final.

- v) On delivery of the supplies of materials / equipments for permanent works at the site, the contractor shall specifically arrange to get the supply inspected by the Engineer-in-charge and compared with the approved sample and his specific approval obtained before using the same in the work.

vi) Cost of Tests

The cost of making any test shall be borne by the Contractor as intended by or provided for the Contract or as found necessary by the Engineer-in-charge for ascertaining whether the quality of materials intended to be used by the Contractor in the Works is acceptable, whether any finished or partially finished work is appropriate for the purposes for which it was intended to fulfill.

vii) Testing facilities

The Contractor shall, at his own cost, provide testing facilities as per CPWD specifications and IS Codes at site as stipulated in the General conditions of the contract (GCC) or as directed by the Engineer-in-charge including staff required for testing. The tests shall be carried out jointly in the presence of Engineer-in-charge or his representative and the contractor or his representative.

The contractor shall also provide suitable testing instruments and machines for testing of materials at site as per details given in GCC.

The contractor shall carryout all the mandatory tests and shall maintain records of testing & checks of material, in formats, checklists etc. to be given by Engineer-in-charge. All such records shall be maintained jointly by the contractor and Engineer-in-charge these shall remain under the custody of the Engineer-in-charge.

The laboratory shall be connected to the main potable water, electricity and other Services.

Some of the mandatory tests for each item of work and /or materials shall be carried out in approved outside laboratory as directed by the Engineer-in-charge. The Contractor shall bear the entire cost of testing charges for samples of items of work and /or materials and also the other expenditure towards making samples, packaging, and transport etc.

The materials brought at site of work shall not be used in the work before getting satisfactory test result as per relevant mandatory tests, detailed in the relevant CPWD specifications and BIS codes.

### **13. Absence of Specifications**

If the nomenclature of any item does not contain particulars of materials and works which are necessary for its proper execution, all such materials shall be supplied and item shall be executed by the Contractor without extra charge over the quoted rates and If the Contractor requires any information, he shall request in writing well in advance to commencement of the particular work to the Engineer-in-charge who will clarify the issue within a reasonable time.

#### **14. Obtaining Information's related to Execution of work**

No claim by the Contractor for additional payment will be entertained which in consequent upon failure on his part to obtain correct information as to any matter affecting the execution of the works, nor will any misunderstandings or the obtaining of incorrect information or the failure to obtain information relieve him from any risks or from the entire responsibility for the fulfillment of the contract.

#### **15. Access for Inspection**

Persons nominated by Engineer-in-charge shall at all reasonable times have free access to work and/ or to the workshops, factories or other places where materials are lying or from which they are being obtained and the Contractor shall extend necessary service to Engineer-in-charge and their representatives every facility necessary for checking measurements, inspection and examination and test of the materials and workmanship.

#### **16. Examination of Work before covering up**

(a) No part of the works shall be covered up or put out of view without the written approval of the Engineer-in-charge and the contractor shall give due notice to the Engineer-in-charge whenever any such work or foundation is or ready or about to be ready for examination and the Engineer-in-charge shall, examine and measure any work before it is covered up or put out of view and to examine foundations before further work is placed thereon.

##### **(b) Uncovering and making openings**

The contractor shall uncover any part or parts of the works or make openings in or through the same as the Engineer-in-charge may direct from time to time and shall reinstate and make good such part or parts to the satisfaction of the Engineer-in-charge at his own cost.

#### **17. Assignment**

The contractor shall not, without the prior consent of the Engineer-in-charge assign the Contract or any part thereof, or any benefit or interest therein or there under, otherwise than by:

- A change in favour of the Contractor's bankers of any money due or to become due under the Contract, or
- Assignment to the Contractor's insurers (in case where the insurers have discharged the Contractor's loss or liability) of the Contractor's right to

obtain relief against any other party liable.

The Contractor shall not sub-contract the whole of the Works. Also, the Contractor shall not subcontract any part of the works without the prior consent of the Engineer-in-charge, except where otherwise provided under the Contract. Any such consent shall not relieve the Contractor from any liability or obligation under the Contract and he shall be fully responsible for the quality of the work executed and acts, omission and commission, defaults and neglects of any Subcontractor, his agents, servants or workmen as if these were the acts, defaults or neglects of the Contractor, his agents, servants or workmen. Such Permission may be granted only for the specialized work etc and the decision of Engineer-in-charge shall be final.

## **18. Claims**

The contractor shall submit to the Engineer-in-charge monthly statement giving full details of claims for any additional payments for extra or additional / substituted work ordered by the Engineer-in-charge which he has executed during the preceding month, to which the contractor may consider himself entitled supported with analysis of rates being claimed failing which the contractor shall be deemed to have waived his right. The Engineer-in-charge may authorize consideration of such claims on merits on production of sought out documents/ vouchers etc.

## **19. (a) Inspection & Testing during manufacture**

The Engineer-in-charge shall be entitled to inspect, examine and test during manufacture the materials and workmanship and check the progress of manufacture of all fabrication materials to be supplied under the contract on the contractor's premises during working hours, and if part of the said materials is being manufactured on other premises, the contractor shall obtain for the Engineer-in-charge permission to inspect the same at such premises. This inspection, examination or testing shall not relieve the contractor from any obligation under the contract.

### **(b) Dates for Inspection & Testing**

The dates of Inspection & Testing, after receipt of written request by the Contractor, shall be mutually agreed by the Engineer-in-charge and the contractor.

### **(c) Facilities for Testing at Manufacturer's Works**

Where the contract provides for tests on the premises of the contractor or of any sub-contractor the contractor shall provide such assistance, labour, materials, electricity, fuel, stores, apparatus and instruments as may be required and as may be reasonably demanded to carry out such tests.

### **(d) Rejection**

If as a result of such inspection, examination or test of the works (other than a Test on Completion the Engineer-in-charge shall decide that such material is defective or not in accordance with the contract he shall notify the contractor accordingly stating in writing his observations and reasons thereof. The contractor shall with due diligence make good the defect and ensure that the

material complies with the Contract. Thereafter, if required by the Engineer-in-charge, the tests shall be repeated under the same terms and conditions till satisfactory results are made available.

**(e) Delivery of Materials and Equipment**

The contractor shall be responsible for all materials and equipment brought at site for the purposes of the contract. Unless the Engineer-in-charge directs, no material shall be brought to the site which is not required for execution of the work.

**(f) Inspection & Testing and Re-inspection**

All deficiencies revealed by testing and inspection shall be rectified by the contractor at his own expense and to the satisfaction and approval of the Engineer-in-charge. Rectified components shall be subject to re-testing till desired results are obtained.

**(g) Inspection Reports**

The contractor shall provide the Engineer - in- Charge with five copies of reports of all inspection and tests.

**20. Physical and Virtual Completion of Work**

When the whole of the Work is physically and virtually complete and has satisfactorily passed required tests that may be prescribed under the Contract:-

- a) The contractor shall give a written notice to this effect within 10 days of completion alongwith an undertaking to rectify any defects that may be found during inspection. The Engineer - in- Charge shall jointly inspect the work with the contractor within 30 days of receipt of such notice.
- b) The Engineer-in-charge shall inspect the works completed to see if they are in such a condition so as to be put to its proper or other intended final use and / or occupied without any short comings and no major or minor items of works are remaining which in the opinion of the Engineer-in-charge will cause undue difficulties in satisfactory use/ occupation of the works.

**21. Provisional Acceptance and Certificate of completion**

**21.1. Provisional Acceptance and Issue of Certificate of Physical Completion of work**

The work shall be deemed to have been physically completed and provisionally accepted after fulfillment of all the following by the Contractor.

- i) Physical completion of all works and obtaining all required approvals from the statutory authorities as required for occupation and use of the works and handing over such certificates to the Engineer-in-charge
- ii) Submitting As-Built Drawings, Catalogues, Brochures, and Data Sheets, manuals in the form as directed by Engineer in Charge
- iii) Issue of Certificate of Physical Completion by the Engineer-in- charge.

**21.2. Certificate of Final Completion**

The contract shall not be considered as completed until a Certificate of Final Completion has been issued by the Engineer-in-charge stating that the Works have been completed to his satisfaction and remedying / rectifying of defects have been satisfactorily completed.

The composite work shall be treated as complete when all the components of the work are complete. The Certificate for Final Completion of the Composite work shall be recorded by the Engineer-in-charge after obtaining / recording of completion certificate of all the components.

The Engineer-in-charge shall give the Certificate for Final Completion as per the following, whichever is later:

- Twenty-eight days after the expiration of the Defects Liability Period

**OR**

- If different Defect Liability Periods shall become applicable to different sections or parts of the Works, the expiration of the last such period

**OR**

- As soon thereafter as any works ordered during such period have been completed to the satisfaction of the HITES.

Provided always that the issue of the Certificate of Final Completion shall be a condition precedent to payment or return to the Contractor the security deposit and / or Performance security in accordance with the conditions set out in the contract.

**22.** The contractor shall give performance test of the entire work as per standards specifications before the work is finally accepted and nothing extra whatsoever shall be payable to the contractor for the tests.

**23.** The contractor shall maintain in perfect condition all works executed till the completion of the entire work allotted to him. Where phased handing over of completed portion of the work is required by the Engineer – in – charge, the provisions mentioned for completion of entire work will apply to each phase.

## **24. Defect after completion**

### **(a). General**

Any defect, shrinkage, settlement or other faults that may appear within the “Defects Liability Period” which in the opinion of the Engineer-in-charge are due to materials or workmanship not in accordance with the contract, shall be rectified as per the directions in writing of the Engineer-in-charge to the Authorized representative of the contractor within such reasonable time as shall be specified therein by the contractor, at his own cost. In case of default, the Engineer-in-charge may employ any person’s to amend and make good such defects, shrinkage, settlements or other faults and all expenses consequent thereon or incidental thereto shall be borne by the contractor. Such damages, losses and expenses shall be recoverable from the bills due or may be deducted from any money due to or that may become due to the contractor. If no amount is available to the credit of contractor, the Engineer-in-charge may recover the amount from the dues of the contractor from any

other contract made by the Contractor with the Engineer-in-charge with any government/department.

**(b). Execution of work of repair etc.**

Any defects, shrinkage, settlement or other faults which may appear or be noticed within the defect liability period, and arising in the opinion of the Engineer-in-charge from materials or workmanship not having in accordance with the contract, shall upon the direction in writing of the Engineer-in-charge's representative and within such reasonable time as shall be specified therein and without any delay, be amended and made good or replaced by the contractor at his own cost.

**(c). Cost of Execution of Work of Repair, Etc.**

All such works shall be carried out by the Contractor at his own expense if the necessity thereof shall, in the opinion of the Engineer-in-charge, be due to the use of materials or workmanship not in accordance with the Contract, or due to neglect or failure on the part of the Contractor to comply with any obligation, expressed or implied, on the Contractor's part under the Contract.

**(d). Contractor's personnel to be at site**

During the defects liability period the contractor shall depute at least one of his authorized representative at site along with required tradesmen to attend the defects to the satisfaction of Engineer-in-charge.

**25. Works by Other Agencies**

The Engineer-in-charge reserves the right to use premises and any portion of the site for the execution of any work not included in this contract which it may desire to have carried out by other persons simultaneously, and the contractor shall allow the reasonable facilities for the execution of such work, but shall not be required to provide any plant or material for the execution of such work except by special arrangement with the other agency. Such work shall be carried out in a manner so as not to impede the progress of the works included in the contract, the contractor shall not be responsible for any damage or delay which may happen to or occasioned by such work.

The contractor shall co-operate with other agencies working in the same project, and coordinate his plans and time schedules so that there will be no interference. The Contractor shall forward to the Engineer-in-charge all correspondences and drawings exchanged. Failure to check plans for conditions will render the Contractor responsible for bearing the cost of any subsequent changes found necessary or damages done.

The Engineer-in-charge shall not entertain any claim on account of the Contractor affording necessary facilities to execute the work simultaneously with other agencies executing the works for the same project.

**26. Dues not paid by the Contractor**

The contractor shall pay all dues or fees to Statutory authorities and Electric and Water supply authorities & Lift licensing authority etc. within due period and

indemnify the HITES and the Engineer-in-charge from any claims or compensations or penalties or damages arising out of non-payment of any such dues or fees. However, in case some dues or fees are not paid by contractor and or claims for compensations or penalties etc. are raised by the Statutory authorities, the HITES may deposit the required amount or any or all of the above and recover or deduct the same from any money payable to the contractor by the HITES or any other means available to the HITES such as bank guarantee.

## **27. Urgent Repairs**

If, by reason of any accident, or failure, or other event occurring to or in connection with the works, or any part thereof, either during the execution of the works, or during period of Defects Liability any remedial or other work or repair, shall, in the opinion of the Engineer-in-charge be urgently necessary for the safety of the Works and the Contractor is unable or unwilling to do such work or repair despite notice, the Engineer-in-charge may employ and pay other persons to carry out such work or repair as the case may be and may consider necessary. If the work or repair so done by the other agency is the work which, in the opinion of the Engineer-in-charge the Contractor was liable to do at his own expense under the Contract, all expenses incurred by Other agency in so doing shall be recoverable from the Contractor by the Engineer-in-charge, or shall be deducted by the Engineer-in-charge from any monies due or which may become due to Contractor.

## **28. Fossils, Etc.**

All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the site of the works shall be the property of the Government.

## **29. Temporary Works & Materials**

### **(a.) Temporary works Exclusive use for the Works**

All Temporary Works and materials provided by the Contractor shall, when brought on to the Site, be deemed to be exclusively intended for the execution of the Works and the Contractor shall not remove the same or any part thereof except for the purpose of moving it from one part of the Site to another, without the consent, in writing of the Engineer-in-charge, which shall not be unreasonably withheld.

### **(b.) Removal of Temporary works etc.**

Upon completion of the Works, the Contractor shall remove from the Site all the said Temporary Works remaining thereon and any unused materials provided by the Contractor, within 10 days of obtaining the completion certificate/ Virtual completion of the work.

## **30. Reports by Contractor**

(a.) The Contractor shall submit CPM – PERT Chart and activity wise bar charts, indicating the duration of various subheads of the work, for the complete work



within 15 days of award of work or as per Clause 5 of the GCC, whichever is earlier, for approval by the Engineer - in- Charge. On the basis of approved bar charts contractor shall submit Progress Charts by the 4th day of every month. Soft copy of PERT chart shall be supplied whenever demanded by the Engineer-in-charge.

**(b.)** The Contractor shall submit Monthly Progress Report in triplicate in format approved by Engineer-in-charge. Failure to submit reports may result in holding up or delay in Payment of bills.

**(c.) Monthly Progress Photographs:-** The Contractor shall arrange at his own cost to maintain a progress record of the works by taking postcard size colour photographs (preferably digitized photographs) 6 Nos. or more per month per block as directed by the Engineer-in-charge during the execution stages and after completion shall supply three sets at no extra cost. The Contractor will be required to submit monthly reports on the progress of his work as per the format approved by the Engineer-in-charge.

**(d.)** The Contractor shall prepare Weekly Reports of planned and actual progress of work and subsequent week's scheduled work. These will also include material procurement status. These reports shall be submitted to the Engineer-in-charge & shall be reviewed in Weekly Co-ordination Meetings.

**(e.)** The Contractor shall file daily category-wise labour report to the Engineer-in-charge. The report shall indicate scheduled requirement against actual strength.

**(f.)** The contractor shall maintain daily weather record. Daily maximum and minimum temperature and corresponding, humidity shall be recorded and charted. Rainy days shall be recorded when the rain lasting more than one hour hampers the work. Any other inclemency in weather shall be recorded. The records shall be regularly shown to the Engineer-in-charge and his signature obtained.

**31.** Every care has been made to include all the aspects/ terms and condition in these documents. However, during execution, if any issue arises, which has not been included in these documents then standard norms / rules & regulations/ terms & conditions as prevalent in CPWD shall be followed which shall be binding on both the parties.

## **32. Audit and Technical Examination**

The HITES/ Engineer-In-Charge shall have the right to cause Audit and Technical Examination of the works and the final bills of the contractor including all supporting vouchers, abstracts, etc. to be made as per payments of the final bill and if as a result of such Audit and Technical Examination the sum is found to have been overpaid in respect of any work done by the contractor under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over payment and it shall be lawful for the HITES/ Engineer-in-charge to recover the same from the Security Deposit or Performance Security of the contractor or from any dues payable to the contractor. If it is found that the contractor was paid less than what was due to him under the contractor in respect of any work executed by him under it, the amount of such under payment shall be duly paid. The work comes under the purview of CVC and as such all orders and

instructions issued by CVC are applicable to this work.

In the case of any audit examination and recovery consequent on the same the contractor shall be given an opportunity to explain his case and the decision of the HITES/ Engineer-in-charge shall be final. Payment on this account will be recovered from the contractor.

In the case of Technical Audit, consequent upon which there is a recovery from the contractor, recovery shall be made with orders of the HITES/ Engineer-in-charge whose decision shall be final. All action under this clause shall be initiated and intimated to the contractor within the period of twelve months from the date of final completion.

### **33. Operations and Maintenance Manual**

The Contractor shall provide and submit to the Engineer-in-charge with three copies of the Operation and Maintenance Instruction Manuals, as may be applicable, for the works in a durable plastic case. The arrangement of these manuals shall be as follows:

SECTION A:	Index
SECTION B:	Full set of Indexed Photographs showing all salient features of the Project.
SECTION C:	Description and details of materials, items and fittings and fixtures used for the project along with Catalogues & Addresses of the Suppliers including operation & maintenance Manuals etc.
SECTION D:	Planned maintenance instructions and dates for order replacements.
SECTION E:	List of recommended Spare parts of consumables.
SECTION F:	List of "As-Built" Drawings (related to Working/ Shop drawings)

Until the Record Drawings, prints, transparencies and manuals referred to above have been received and approved by the Engineer-in-charge, Contract shall not be considered as complete and payment of monies will be withheld until such drawings, etc. have been submitted to and approved by the Engineer-in-charge. The cost of providing such records including proper submission thereof is deemed to be included in the Contract Sum quoted by the Contractor.

### **34. Miscellaneous**

#### **(a.) Safety Regulations**

Contractor shall be fully responsible for the safety of his Employees / Visitors / Contract Labour / Sub-Contractors Labour. The Contractor shall provide first-aid box readily available at site. The Contractor shall provide all safety measures as per labour safety rules applicable.

#### **(b.) Labour Laws**

The Contractor shall strictly adhere to all labour laws prevailing in the region. The contractor shall make timely payment of wages of his labour and the wages paid to the labour shall be equal to or more than the minimum wage prevailing at the time of payment. The Contractor shall comply with all applicable labour legislation, maintain labour records including payment made to the workers and obtain licence for engaging workers for the work as required under the labour laws.

**(c.) By-Laws of Statutory Authorities**

The Contractor and his labour shall not violate municipal /sanitation /health or any other byelaws.

**(d.) Tax Deduction at Source**

All Taxes and surcharge as applicable on date shall be deducted from the amount due to the Contractor towards the value of the work done. TDS certificate thereof shall be issued to the Contractor.

**(e.) General Lighting and Securities**

The Contractor shall, throughout the execution, completion and remedying of the defects, provide and maintain at his own cost all lights, guards, warning signs and watch post, when and where necessary or directed by the Engineer-in-charge or by any duly constituted authority for the protection, safety and convenience of the workers / public / or others.

**(f.) Delay in starting the work**

No compensation shall be allowed for any delay caused in the starting of the work on account of acquisition of land, encroachment or in the case of clearance of works, on account of any delay in according sanction to estimates in issue of drawings, decisions etc. However, the extension of time shall be granted as per relevant conditions of Contract.

**(g.) Site instruction book**

For the purpose of quick communication between Engineer-in- charge and the Contractor or his representative, site instruction book shall be maintained at site as described below:

Any communication, relating the works may be conveyed through instructions in the site instruction book. Such a communication from Engineer-in-charge to the Contractor shall be deemed to have been adequately served in terms of the contract once the entries are made and signed by the authorized representative of the contractor. For this purpose the contractor should authorize one of his employees on the site itself. Site instruction book shall have machine numbered pages and shall be carefully maintained and remain under custody of Engineer-in-charge. The contractor can also avail of the site instructions book for urgent communication with Engineer-in-charge. Any instruction which Engineer-in- charge may like to issue to the Contractor may be recorded by the Engineer-in-charge in site instruction book.

- (h.)** The contractor shall have adequate generators of required capacity as per site requirement as standby arrangement.

- (i.) The temporary connection for electric line and water line from local authorities shall be taken by the contractor who will bear the expenditures
- (j.) No idling charges or compensation shall be paid for idling of the contractor's labour, staff or P&M etc. on any ground or due to any reason whatsoever.
- (k.) The Contractor shall mobilize and employ sufficient resources for completion of all the works within the stipulated time period as per agreement and as indicated in the approved Bar Chart/ Network. No additional payment will be made to the contractor for any multiple shift work or other incentive methods contemplated by him in his work schedule even though the time schedule is approved by Engineer-in-charge.

### **35. Co-ordination Meetings**

The Contractor shall be required to attend co-ordination meetings with the Engineer-in-charge / HITES and the other Contractors during the period of Contract as intimated by the Engineer-in-charge/ HITES. All costs incidental to such interaction shall be to the Contractor's account and no claim will be entertained by the Engineer-in-charge/ HITES on this account.

### **36. Site Management:**

#### **36.1. Contractor's Working Area**

Suitable working space will be provided by the Engineer-in-charge /HITES to the Contractor as per site conditions and availability. The Contractor may have to carry out some cutting / filling work for making this area workable. The cost of all such Works shall be deemed to have been included in the contract price quoted for the Works and no payment shall be made on this account.

Before commencement of the work, the Contractor shall obtain approval of the Engineer-in charge the location of fabrication yard and shall from time to time take instructions from the Engineer – in- charge regarding collection and stacking of materials at the site.

#### **36.2. Contractor's Temporary Structures**

The Contractor may, at his own expense and subject to the approval of the Engineer-in-charge / HITES and statutory authorities, as required, construct temporary structures for its site office, stores; Workshop etc. in the working area allocated to him as above and remove the same on completion of Works. The Contractor shall furnish such details of his Temporary Works as may be called for by the Engineer-in-charge/HITES and the Contractor shall satisfy the Engineer-in-charge as to their structural safety. Temporary structures, found unsafe or inefficient shall be removed and replaced in a satisfactory manner.

#### **36.3. Contractor's Labour Camp**

The Contractor shall make arrangements at his own expense for labour camp / accommodation for labour and staff to be employed for execution of the work and their conveyance to Site. No workers/ staff shall be allowed to stay within the Site except with the specific approval of the Engineer-in-charge/ HITES.

Proper ID Cards shall be got approved/authorized by the contractor from the Engineer-in-charge/ HITES to authorise the Contractor's staff and workers to enter the Site.

**36.4. Water Supply & Power Supply**

The Contractor shall make his own arrangement for water supply at Site for drinking as well as execution purposes & Power Supply at his own cost. Non-availability of power supply and /or water from whatever source shall not entail any additional claims or extension of Contract period in this account.

**36.5. Temporary Barricading**

The Contractor shall at his own expense, erect and maintain in good condition temporary barricades all around the working area as per directions of the Engineer-in-charge.

**36.6. The contractor shall make, till completion of the project arrangements for/of:**

- i. Proper security, safety, transportation, manpower, lighting arrangement for execution of works at night.
- ii. machinery, tools and tackles required for timely execution of work.
- iii. Proper barricading around site so that surrounding area is made free from disturbances. The specifications of barricading shall be got approved by Engineer-in-charge. External face of barricading to display name of HITES, & Engineer-in-charge.
- iv. Diversion of underground services with the approval of Engineer-in- charge.

**36.7. Restriction in work areas.**

- (a). The contractor must see the site of the work, its approaches carefully before tendering, No claim of any sort shall be entertained on account of any site conditions. If any approach from main road is required or existing approach is to be improved and maintained, for cartage and materials by the contractor, the same shall be done by the contractor his own cost.
- (b). Some restrictions may be imposed by the MoHFW/HITES's authorities or its security staff etc., on the working and/or movement of labour, materials etc. The contractor shall follow all such restrictions/ instructions and nothing shall be payable on this account.
- (c). In case the contractor is not permitted to erect the huts for labour at the site of work, the contractor will have to make his own arrangement to provide such accommodation elsewhere and nothing extra shall be paid on this account.
- (d). The contractor shall obtain approval of the HITES to erect the hutments for labour etc. at the site of work; denial of approval shall not affect the construction activities.
- (e). The contractor shall take all precautions to avoid accidents by exhibiting necessary caution boards such as day and night boards, speed limit boards, red lights and providing barriers. He shall be responsible for all

damages and accidents caused due to negligence on his part. No hindrance shall be caused to traffic during the execution of the work.

### **37. Compliance of Statutory Obligations and obtaining Approvals/ Completion Certificates:**

The Contractor shall comply all the statutory obligations and obtain all required clearances to implement the project without any financial repercussions to Engineer-in-charge and ensure all follow up actions with the local authorities in this respect for smooth completion of the project. The Contractor shall obtain all necessary approvals from inspectorate agencies with related to execution/ Completion.

The contractor has to do all liasoning works and obtain statutory approval from Electricity Board, Electrical inspectorate, PCB and any another body for the successful commissioning and operation of the Lift. No charges will be paid to the contractor in this regard. However, statutory fees if any will be paid by Client on production of valid and certified receipts. All necessary drawings and documents required for the same has to be prepared and submitted by the Contractor at their own cost with the concurrence of Engineer in charge.

### **38. Rates: -**

- 38.1. The quoted rates shall be for complete items of work i.e. inclusive of material, labour, plant and machinery, tools and tackles, etc. including water & electricity, overhead charges, all taxes, duties, GST, statutory charges / levies applicable from time to time and others as specified etc, incidental works and all other charges for items contingent to the work, such as, packing, forwarding, insurance, freight and delivery at Site, watch and ward of all materials & successful installation, testing & commissioning at site etc.
- 38.2. The rate of all items of work, shall, unless clearly specified otherwise include cost of all labour, materials and all other inputs required in the execution of the item, including octroi, sales tax and any other taxes.
- 38.3. Unless otherwise specified in the schedule of quantities, the rate tendered by the contractor shall be all inclusive and shall apply to all heights, lifts, leads and depth of the building and nothing extra shall be payable to him on any account.
- 38.4. Royalty at the prevalent rates whenever payable shall have to be borne by the contractor on the boulders, metal, shingle, sand and bajri etc., or any other materials collected by him for the work direct to the revenue authority of the District / State Government concerned and nothing extra shall be payable on this account

### **39. Payment Terms**

The terms of payments, in general, shall be governed by the provisions contained in General Conditions of Contract and relevant CPWD Specifications. However, the specific provisions are described as under:-

- A. For Lifts:- The following percentages of contract rates shall be payable

against the stages of work shown herein:

- i. 80% after initial inspection and delivery at site in good condition on pro-rata basis.
- ii. 10% after completion of installation in all respects.
- iii. Balance 10% will be paid after testing, commissioning, trial run and handing over to the MoHFW/ HITES for beneficial use.

## **SECTION – 2- ADDITIONAL CONDITIONS & SPECIFICATIONS**

### **(A) GENERAL- RELATING TO LIFTS**

#### **1.0 General**

1.1 The following Specifications of Contract shall be read in conjunction with General Conditions of Contract and Specific Conditions of Contract- **General**. If there are any provisions in these Additional Specifications of Contract which are at variance with the provisions in the above mentioned documents, the provisions in these Additional Conditions & Specifications of Contract shall take precedence.

**2.0** The work shall be carried out in conformity with the relevant drawings and the requirement of architectural, electrical, structural, and other specialized service drawings approved by Engineer-in-charge.

2.1 The Contractor shall make provision of hangers, sleeves, structural openings and other requirements during execution to avoid holding up progress of the work schedule. Subsequent Cutting of holes in the RCC structural members /slab shall not be allowed.

2.2 The contract items comprise of furnishing of all materials, equipment, labour & transportation etc. necessary to render the installation / item fully operational as per the intent of specifications and drawings, including any necessary adjustment or corrections. Further the installation / item shall be in conformity with local laws and manufacturer's instructions applicable.

2.3 The contractor should work in complete co ordination with Civil, Electrical and other contractors at site.

2.4 Power supply for the testing and commissioning of Lift has to be arranged by the contractor at his own cost.

2.5 All material required for installation and commissioning of LIFT have to be arranged by the contractor over and above as specified in the Bill of quantities and specifications.

2.6 Necessary supervision during installation, site testing & commissioning has to be done by the technical expert from manufacturer. Commissioning reports shall be attached and handed over to the client before handing over the project. On completion of installation, fine tuning in equipment setting has to be carried out. The final set values shall be recorded and forwarded to client before handing over of the project.

### **3 Contract Drawings**

3.1 The drawings issued with the Bid are diagrammatic only and indicate the extent and general arrangement of the installation. Drawings shall not be scaled.

3.2 The Contractor shall follow the Bid drawings for preparation of his detailed.



Shop drawings and for subsequent installation work and also cross check the drawings of other services to avoid subsequent complications in inter services. Any discrepancies observed should be immediately brought into the notice of Engineer-in-charge and clarifications obtained. No changes from approved plans shall be made without prior approval of the Engineer-in-charge.

3.3 Contractor to be appointed for carrying out the work shall forward following details to HITES Engineer in Charge :

- General arrangement drawing.
- Hook details
- Head room and Lift Pit details
- Earthing details
- Panel locations
- Cut out details or if required for the installation

GA drawing shall include all the dimensional details

Above details shall be forwarded in order to initiate the construction of LIFT well and for any other construction works related to installation of the equipment in the main building.

#### **4 Shop Drawings**

- 4.1 The Contractor shall furnish for approval of the Engineer-in-charge three sets of detailed Shop drawings of all equipments and materials required to complete the work as per specifications well in advance. These drawings shall contain details of size, arrangement, operating clearances, performance characteristics, and capacity of all items of equipment, as also the details of all related items of work of other trades. All shop drawings are to be made in accordance with latest fire safety norms and building codes.
- 4.2 All drawings necessary for assembly, erection, maintenance, repair and operation of the equipment shall be furnished and different parts shall be suitably numbered for identification and ordering of spare parts.
- 4.3 For any amendments proposed by Engineer-in-charge in the above drawings, the Contractor shall supply fresh sets of drawings with the amendments duly incorporated, along with the drawings on which corrections were indicated.
- 4.4 No material or equipment may be brought at Site until the Contractor has the approved Shop drawings for that particular material or equipment.
- 4.5 After approval of the drawings by the Engineer-in-charge, the Contractor shall further furnish six sets of Shop drawings for the exclusive use of and retention by the Engineer-in-charge.
- 4.6 Approval of drawings by the Engineer-in-charge shall not relieve the Contractor of any obligation to meet all the requirements of the Contract or

of the correctness of his drawings. The Engineer-in-charge's approval of specific item shall not mean the approval of the assembly of which it is a component. The Contractor shall be responsible for and is to bear the cost for all alternations of the works due to discrepancies or omission in the drawings or other particulars supplied by him, whether such drawings have been approved by the Engineer-in-charge or not.

- 4.7 Where the work of the Contractor has to be installed in close proximity to, or will interfere with the work of other trades, the Contractor shall assist in working out the space conditions to make a satisfactory adjustment. If so directed by the Engineer-in-charge, the Contractor shall prepare composite working drawings and sections to a suitable scale not less than 1:50, clearly showing how his work is to be installed in relation to the work of other trades. If the Contractor installs his work before coordinating with other trades, and it is cause for any interference with the work of other trades, he shall make all the necessary changes without extra cost.
- 4.8 All shop drawings and detail drawings will be made as per requirements of local authorities and tender drawings incorporating all latest regulations and requirements. No separate drawings will be, issued for making shop drawings.

## **5 Receipt and storage of materials:**

- a. The contractor shall be fully responsible for the safe custody of the materials brought at site even if the materials are under double lock system.
- b. The contractor shall construct suitable godowns – yards at the location of the site of work duly approved by the Engineer – in – charge or his authorized representative for storing all other materials so as to be safe against damage by sun, rain, dampness, theft etc. at his own cost and employ necessary watch and ward establishment at his cost.
- c. The contractor shall maintain and render proper account of all material brought by him to the site, consumed by him on the work and balance if any.

## **6 Conformity with Statutory Acts, Rules and Standards**

- 6.1 The installation shall be in conformity with the Bye-laws Regulations and Standards of the local authorities applicable to the installations. But if the specifications and drawings call for a higher standard of materials and/or workmanship than those required by any of the above regulations and those required by any of the above regulations and standards, then the specifications and drawings shall take precedence over the said Regulations and Standards.
- 6.2 However, if the drawings or specifications required something, which violates the Byelaws and Regulations, then the Bye-laws and Regulations shall govern the requirement of such installation/drawings.
- 6.3 Indian Standards: The System/ Components shall conform to relevant Indian standards wherever they exist and to the National Building Code Amended up to date.

- 6.4 Nothing in these Specifications shall be construed to relieve the contractor of his responsibility for the design, Manufacture and installation of equipment with all its accessories in accordance with applicable statutory regulations and safety codes in force.

## **7 Manufacturer's Instructions**

Where manufacturers have furnished specific instructions relating to the materials and equipment used, covering points not specifically mentioned in these documents, manufacturer's instructions shall be followed with the approval of Engineer-in-charge.

## **8 Training and Operating Instructions**

- 8.1 If required by the Engineer-in-charge, the Contractor shall at his cost, train members of the maintenance staff either at his or the subcontractor's workshop or at such other place or places as may be considered suitable by the Engineer-in-charge.
- 8.2 Upon completion of all work and all tests, the Contractor shall furnish the necessary skilled labour and helpers for operating the entire installation for a period of fifteen (15) working days. During this period, the Contractor shall instruct and train the Engineer-in-charge/ HITES's representative(s) in operation, adjustments and maintenance of the equipment installed.
- 8.3 The Contractor shall submit to the Engineer-in-charge draft comprehensive operating instructions and maintenance schedule for all systems and equipment included in this Contract. This shall be supplemented, not substituted, by manufacturer's operating and maintenance manuals. Upon approval of the draft, the Contractor shall submit to the Engineer-in-charge four (4) complete bound sets of operating and maintenance schedules along with manufacturers printed literature.

## **9 Inspection and Testing**

- 9.1 The Engineer-in-charge reserves the right to request inspection and testing at manufacturer's Works at all reasonable times during manufacture of items for this Contract.
- 9.2 The Engineer-in-charge or his authorized representative shall have full power to inspect the materials and workmanship at the Contractor's Works or at any place from which the materials or equipment is obtained. Approval by the Engineer-in-charge of any material or equipment shall in no way relieve the Contractor of his responsibility for meeting the requirements of the specifications. All incident expenditure like travelling, boarding and lodging etc. shall be borne by the contractor.
- 9.3 Routine and typical tests for the various items of equipment shall be performed at the Manufacturer's/ Contractor's Workshop in the presence of Engineer-in-charge or his authorized representative, results recorded and test certificates issued.

- 9.4 After installation has been virtually completed, the Contractor shall carry out under the direction and in the presence of the representative of the Engineer-in-charge such tests and inspections as have been specified, or as considered necessary to determine whether or not the requirements of the item, drawings and specifications have been fulfilled. In case the work does not meet the full intent of the drawings and specifications and further tests after making require changes and as considered necessary shall be done again, the Contractor shall carry them out and bear the expenses thereof. If tests fail to demonstrate the satisfactory nature of the installation or any part thereof, then no claims for the extra cost of modifications , replacement or retesting will be considered. The decision of the Engineer -in-charge shall be regarded as final as to what constitutes a satisfactory test.
- 9.5 The above general requirements as to testing shall be read in conjunction with any particular requirements specified elsewhere
- 9.6 The Contractor shall provide all necessary instruments for conducting tests. All such equipments shall be tested for calibration by an approved laboratory. The Contractor shall make adequate records of the test procedures, readings and results to be maintained by the Engineer-in-charge who shall issue test certificates signed by the person authorised by him.

## **10 Test Certificates**

The contractor shall submit test certificates for all the materials / systems issued by government recognized inspection / office / manufacturer certifying the Equipment / Materials / installation at the time of delivery of the materials at site.and its function are in agreement with the requirements of relevant specifications and accepted standards.

## **11 Performance Guarantee**

It is clearly understood that the specifications, drawings, schedule of quantities for firefighting system are for bidder's guidance only. The bidder shall carry out necessary calculations and provide alternative equipment required to achieve the specified level of firefighting required for human safety. Complete sets of Architectural Drawings shall be available at site in the Engineer-in-charge office and reference may be made to these drawings as required for calculations or for other details. The contractor shall also guarantee that performance of various equipments, individually, shall not be less than, the specified ratings.

## **12 Quiet Operation and Vibration**

All equipments shall operate under all conditions of designed load without any sound or vibration, which is considered objectionable by the Engineer-in-charge. Such conditions shall be corrected by the Contractor at his own expense. Decision of the Engineer-in-charge shall be final in this regard.

### **13 Accessibility**

The Contractor shall locate all equipments, which require servicing, operation or regular maintenance in fully accessible positions. The exact location and size of access panels, required for each valve or other devices requiring attendance, shall be finalised and communicated to Engineer - in- Charge well in time, to facilitate working by other agencies, failing this, the Contractor shall make all the necessary repairs and changes at his own expense.

### **14 Licenses and Permits**

- i. The Contractor shall hold a valid Lifts, license issued by the Competent Authority under whose jurisdiction the work falls.
- ii. The contractor has to take all the approvals of local bodies for all the addition/deletion over the approved building plans which are to be given by the Engineer-in-charge. The documents/drawings to be prepared and submitted in the manner desired by them after the same is approved by Engineer-in-charge. Contractor has to take approvals of entire/Part works if required before start of works. Contractor will be responsible for any work at site carried out without approval of local bodies.
- iii. Contractor shall keep constant liaison with the competent authority and obtain approvals for all works carried out by him.
- iv. Any fees in connection with obtaining the approvals on behalf of the HITES from the statutory bodies/Corporations/Government departments, etc. shall be paid by the Contractor and the same shall be reimbursed on production of original vouchers. Necessary endorsement / application if required shall be arranged from the Engineer-in-charge /HITES.

### **15 Operation and Running of entire system**

The contractor shall ensure smooth operation & running of Lifts for a minimum period of one month after satisfactory completion of work as desired by Engineer-in-charge. Cost of such operation & running of entire system including required material e.g. fuel, consumables, tools & tackles, requisite manpower etc. shall be borne by the contractor & deemed to be included in the contract price , nothing shall be paid on this account.

### **16 Training of Personnel**

The Contractor shall arrange to train the MoHFW / HITES's personnel to ensure smooth operation & running of Lifts prior to provisional takeover of the works.

### **17 Handing over & Taking over process**

For handing over & taking over process, in addition to clauses specified elsewhere, following services / works have to be complied with by the main contractor:

- a. Rectification of all defects shall be carried out by the main contractor before Handing over/ Taking over process.
- b. Before taking over of the installation all necessary O&M manuals, as built drawing - 3 sets of hard copies (minimum A2 size) & 2 set DVD (Drawings in AutoCAD format), guarantee certificates from OEMs, Inventory list as required by client etc shall be submitted. Necessary training on the operation and maintenance of electrical systems shall be provided to the client. 3 copies of standard operation & maintenance procedures for all the major equipments & systems shall be included in the O & M manual.
- c. All services/equipments are to be run and checked before handing over & taking over process as per requirements of Engineer-in-charge.
- d. Contractor has to arrange water, electricity, fuel, consumables and manpower at their own cost for the purpose of testing of services and equipments. No amount shall be payable on this account.