

Special Conditions of the Contract and Guidelines to the Tenderer

1. Contractor to inform himself fully:

The contractor shall be deemed to have carefully examined the work and site conditions, the special conditions, schedules and drawings and shall be deemed to have visited the work site and to have fully informed himself regarding the site, local conditions, location & area of site etc. before quoting the tender. The contractor should apprise himself of the actual site conditions and land available for final disposal of excavated material etc. before submitting his offer. The offer should be comprehensive to include all odds that may arise because of site condition.

Sufficiency of Tender: The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices stated in the priced bill of Quantities and the Schedule of Rates and prices, if any, which tender rates and prices shall, except in so far as it is otherwise provided in the contract, cover all his obligations under the contract and all matters and things necessary for the proper execution and maintenance of the works.

2. Errors, Omissions, Discrepancies:

In case of errors, omissions and/or disagreement between written and scaled dimensions on the drawings or between the drawings and specifications, the same shall be referred to the PI/CoPI of RKGIT, whose elaboration or decision shall be considered authentic and final. The contractor shall be held responsible for any errors that may occur in the work through lack of reference and precaution.

3. Damage:

The contractor shall make good the damage done to the existing property during the execution of work. Unless otherwise specified, the contractor shall keep all the portions of work within the area allotted. To well acquaint themselves with the nature of work, the underground water table, the existing water / sewer lines / electrical lines or cable / telephone lines or cable / data cable, road, rail crossing & felling of trees including them if necessary and incoming drainage water flows through the alignment and should include in their rates sufficient allowances to meet all expenses to divert the flow of existing arrangements cable etc., strengthen the existing surface and sub-surface utilities which may get open during execution or any damages to water supply, sewer lines cables or any other structure during execution of work, as no claim shall be entertained on this ground after wards. The Contractor shall make all necessary arrangements for temporary removal and replacement of any authorized buoys or piles that may obstruct the operations. The removal and reinstatement of all authorized or licensed buoys or piles will be carried out at full cost to the Contractor.

4. Inspection:

The engineer in charge/PI/CoPI if considers it necessary in order to satisfy himself as to the quality of the work, the contractor shall at any time during the continuance of contract pull down or cut any part of the work or make such opening in and such and extend through the same the PI may direct, the contractor shall make good the same at his own cost to the satisfaction of the PI.

5. Work progress:

The contractor shall furnish from the date of the order to start the work the progress schedule in duplicate showing progress expected to as achieved. The schedule should be such as practicable for achievement for progress. If the PI requires modification in such schedule the same shall be revised after incorporating the modification.

6. Breach on part of RKGIT, Ghaziabad not to annual contract:

No breach or non-observance on the part of RKGIT of any of the conditions contained herein shall annul this contract or discharge the contractor from the observance and performance thereof, but on application, the engineer-in-charge will give an extension of time to the contractor in respect of such breach or non-observance by the RKGIT, Ghaziabad.

7. DEATH, BANKRUPTCY/ BECOMING INSOLVENT, INSANE OR IMPRISONED etc:

If the contractor die or commit any act of bankruptcy or being a company commences winding up except reconstruction purposed or carry on its business under a receiver, the executors, successors or other representatives in law of the estate of the contractor or any such receiver, Liquidator or any person whom the contract may become vested shall forthwith give notice thereof in writing to the RKGIT and shall for one month, during which he shall take all reasonable steps to prevent a stoppage of work, have the option of carrying out this contract subject to his or their providing such guarantee as may be required by the RKGIT, but not exceeding value of the work for the time being remaining unexecuted. In the event of stoppage of work, the period of the option under this clause shall be fourteen days only. Should the above option be not exercised, the contract may be terminated by the RKGIT, by a notice in writing to the contractor or his successor. The power and provisions reserved to RKGIT in this contract of raking of the work out of the contractor's hand shall be immediately become operative. Copy of such notice shall be pasted on the work site and advertised in newspaper.

In the event of the death or insanity of the contractor, the contract may be terminated by notice in writing, pasted at the site and advertised in the issue of the local newspaper. All acceptable works shall thereafter, be paid at appropriate rates after recovering all the contractor's dues to Government, to the persons entitled to receive and give a discharge for such payments. If the contractor is imprisoned, becomes insolvent, compounds with his creditors, has a receiving order made against him or carries on business under a receiver for the benefit of the creditors or any them, or being a partnership firm becomes dissolved, or being a corporation goes into liquidation or commences to be wound up not being a voluntary winding up for the purpose only of amalgamation or reconstruction, the Employer shall be at liberty: a) To give such liquidator, receiver, or other person in whom the contract may become vested the option of carrying out the contract, or a portion thereof to be determined by the employer, subjects to his providing an appropriate guarantee for the performance of such contract, or b) To terminate the contract forthwith by notice in writing to the contractor, the liquidator, the receiver or person in whom the contract may become vested and take further action as provided in the clause 'Default by Contractor' treating as if this termination is ordered under that clause.

8. Quantities of the work:

The quantities of the work under the various items in the schedule of quantities are estimated by the PI/CoPI of RKGIT, and have been provided as could be reasonable anticipated and should be taken as indicative only.

No claims on account of reduction/increase in quantity will be entertained. Specifically the quantities may change as per the actual execution policies to be decided by the Principal Investigator during the course of work. No claim for reduction in quantities shall be entertained by the RKGIT. The quantities are approximate and can vary to any extent on either side. No extra claim shall be entertained on this account. The contractor will be paid on the basis of the actual measurement of finished item of work, executed by him.

Payment items for the work of this contract for which contract lump sum payments will be made are listed in the BIDDING SCHEDULE and described therein. The lump sum price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for which separate payment is not otherwise provided.

9. Taxes:

The contractor will have to pay all taxes & duties on his own. Contractor will have to abide by all labor laws and acts for breach of the same he will be held responsible. Unless otherwise provided in the contract documents the contractor shall secure and pay for all permits, governmental fees and licenses necessary for the execution and completion of the works. The contractor shall pay all GST, trade tax, local tax, income tax, octroi, royalty, tax on import and custom duties and other taxes etc. required by law including all taxes on property used in connection with the work and the clearance certificates in respect of all such taxes if required shall be shown to the PI/Engineer. Also, after award of work, no statutory variations announced by Central / State Govt. will be applicable.

10. Extra Items:

Extra items of work shall not vitiate the contract. The contractor shall be bound to execute extra items of work as directed by the PI/ Engineer-In-Charge. The rates for extra items shall be decided as per requirement and RKGIT, Ghaziabad decision towards same shall be final.

11. Natural Calamities:

Due to any unforeseen reasons and natural calamities and matters beyond the control of RKGIT, if the contractor suffers, it will be his liability and no compensation will be entertained.

12. Authority:

The decision of Principal Investigator, RKGIT, Ghaziabad on all the disputes, rules and regulations under this contract shall be final and binding on the contractor.

13. Quality Assurance and Testing:

The work shall be done as per requirement specified in activity schedule / Scope of Work.

14. Other Contractor for the work:

Not Applicable

15. Reference to Standard Specifications:

The specifications / conditions of the work as enclosed with this Contract Documents are drawn with a specific reference to site conditions and do not everywhere include the details of the standard tests and procedures which are already laid down and available in the current Standard Specifications. Wherever such details are not specified in this contract, the

provision under current Indian Standard Specifications and / or the Standard Specifications shall be deemed to be applicable.

16. Non-Compliance of Contract Conditions:

If the contractor neglects or fail to proceed with the works, with due diligence or he violates any of the provisions of the contracts, the Engineer-in-charge may give notice to the contractor, identifying deficiencies in performance and demanding corrective action. The Engineer-in-charge, shall also clearly state in the notice the nature of action that shall be taken, if contractor fails to fulfill by necessary corrective action. Depending on nature of default the PI/CoPI/Engineer-in-charge at his discretion, shall have two options, regarding action to be taken in case of default by contractor. He shall withhold any of the payments due to the contractor or shall terminate the contract in whole or in part. But Engineer-in-charge shall, clearly mention in his notice, the action that shall be taken if the contractor fails to take the corrective action. The period of 14 days will be given to the contractor to take such corrective action after the issue of such Notice.

No claims, for compensation of any sort, from contractor will be entertained for withholding the bills indefinitely till specified requirements are complied with by the contractor.

17. Contract Documents and matters to be treated as confidential:

All Documents correspondence, decisions and other matters concerning the contract shall be considered as of confidential and restricted nature by the contractor and he shall not divulge or allow access thereto to any unauthorized person.

18. Price Variation:

Not Applicable

19. Co-ordination with villager:

The contractor shall co-operate with the villagers to the fullest extent and shall allow them reasonable facility and co-ordination for execution of work.

20. Safety Measures:

The Contractor shall be responsible for the proper and necessary health and safety measures while executing all works under this contract and shall remain responsible for any accidents that may occur on account of his failure to take proper and timely precaution.

21. Liability for accidents to persons:

It shall be contractor's responsibility to protect against accidents on the work site. He shall indemnify the RKGIT, Ghaziabad against any claims for damage to the property, injury to workers or any other persons including RKGIT, Ghaziabad staff working at the site of work, deaths etc.

On the occurrence of an accident resulting in death or which is so serious as to be likely to result in death, the contractor shall within 24 hours, report in writing to the Engineer-in-charge, the facts stating clearly about the circumstances in which accident has occurred and the subsequent action taken. Other minor accidents causing minor injuries and loss to property should be communicated in writing, promptly to the Engineer-in-charge. In all cases the contractor shall indemnify the RKGIT, Ghaziabad against all losses or a damage resulting directly or indirectly from the contractor's failure to report in the manner aforesaid. This includes penalties or fines if any, payable by the contractor as a consequence of failure to give notice under the Workmen's Compensation Act or failure to conform to the provisions of the said Act in regard to such accidents.

In the event of accident in respect of which compensation may become payable under the Workmen's Compensation Act VIII, of 1923 including all subsequent modifications thereof, Engineer-in-charge may retain the sums of money as may in the opinion of Engineer-in-charge be sufficient to meet such liability out of the amounts payable to the contractor. These sums shall be recovered from the contractor in one installment or in more than one installment. The decision of the Engineer-in-charge regarding this shall be final and binding on the contractor. On receipt of award from the Labor Commissioner, the balance amount shall be reimbursed to or recovered from the contractor.

It should be noted that though the RKGIT, Ghaziabad is a Principal employer, the complete responsibility of compensation shall be on the contractor.

RULES REGARDING LABOUR LAWS IN UTTAR PRADESH - The contractor shall be bound and shall be responsible to comply with the provisions of the labour laws in force in the state of Uttar Pradesh including the Minimum Wages Act to any enactment in suppression, extension or modification there of which may be passed at any time or from time to time by a competent legislative body and may have effect in the State of Uttar Pradesh and Rules and Regulations made there under or any amendment of modifications thereof for the time being in force; All expenses in connection with the compliance of such laws and rules shall be borne by the contractor, and the contractor shall neither demand nor claim nor shall be entitled to any additional payment for the reason that he failed to take into account any such expenses in his tender of that any subsequent amendments in such laws or rules have changed the basis on which he worked out such expenses shall submitting his tender. In every case in which by virtue of the provisions of the labour laws in force in the State of Uttar Pradesh and the rules and regulations made there-under, the employer is obliged to pay any sum in the execution of the work. Employer will recover from the contractor the amount so paid, and without prejudice to the other rights of the Department, the Department shall be at liberty to recover such amount or any part thereof by deducting it either from the security money deposited by the contractor or from any other sum due by employer to the contractor whether under this contract or otherwise.

SAFETY PROVISIONS - The contract shall arrange for the safety in his operation as required including the provisions in the safety manual published by the CPWD/Central Water Commission New Delhi. In case the contractor fails to make such arrangements the engineer-in-charge shall be entitled to cause them to be provided and to recover the cost thereof from the contractor. For failure to comply with provisions of the safety manual the contractor shall without prejudice to any other liability pay to employer a sum not exceeding Rupees one hundred per day for each day of default.

LABOUR CESS: - The Labour Cess as applicable from time to time shall be Recovered from contractor bill.

22. Inspection of Works:

The Principal Investigator /Engineer or his duly authorized representative/ shall have at all times full power to inspect the work whenever in progress either on the site, in the contractor's premises or the work site. Further, contractor shall not without written authorization, permit entry on site of work of any person except authorized representative of the RKGIT or the Engineer / or the contractor's staff and labour directly engaged on and in connection with the work. The contractor shall, at his cost, provide all necessary facilities for proper inspection and supervision of the work, gangways, platforms, scaffolding and ladders, etc., of suitable dimensions and sufficiently strong at appropriate locations and all accesses to passages etc. shall be well lighted and maintained in good order. The Engineer's decision about the sufficiency and adequacy thereof shall be final.

The contractor shall, during working hours, maintain supervisor of sufficient training and experience to supervise various items and operations of the work and the said supervisors shall remain present during inspections of the Engineer. All orders and directions given to such supervisors or other staff of the contractor shall be deemed to have been given to the contractor directly. Further the Engineer may, by due notice to the contractor, to be present on any specified inspection and the contractor shall comply with such directions.

23. Removal of imperfect work and / or payment at reduced rates:

If it shall appear that the work has been executed with unsound, imperfect or of an inferior quality or otherwise not in accordance with the Contract Documents the contractor shall at his own cost rectify, reform, remove or reconstruct the same, wherein whole or in part as may be, directed by the Engineer-in-charge, whether or not, the value of any such work or material shall have been included in any payment made to the contractor. The decision of the Engineer- in- charge shall be final and binding on the contractor. The Engineer- in- charge may, if he thinks fit, allow such work to be paid at reduced rates approved by the RKGIT, Ghaziabad whose decision will be final and binding, provided further that the rates fixed by the RKGIT, Ghaziabad, be not acceptable to the contractor, he shall have the option to replace the defective work or materials with ones in accordance with the specified standards.

24. No Claims for Delay in Payments :

Payment will be made to the contractor as per availability of funds with RKGIT, Ghaziabad. Contractor shall have to make himself well informed about the financial status of RKGIT, Ghaziabad and also about funds availability status for this work.

Contractor shall not claim any amount above for any delay in payments, increase in period of contract, interest, price index increase etc. Measurements shall be recorded in the same month when works are carried out. Contractor shall not claim any price escalation based on basis of date of payment of the bill & price index on the date of measurement shall only be applicable irrespective of date of payment.

In case of financial crisis of any other reasons RKGIT, Ghaziabad reserves the right to withdraw above works under contract clause No. 15 at General Conditions of this tender

25. Obligations of the Contractor:

The Contractor shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Sub- Contractor or third parties

26. Penalty for Faulty works

In case of unsatisfactory services provided by the agency undertaking the contract, Engineer-In-Charge reserves the right to terminate the contract by giving two warning & one notice each of 10 days to the agency & deposit will be forfeited & payment for the specific period will be not be made.

27. Contractor's Liability to Pay Compensation in Case of Delay:

Time period for completion of work shall be Twelve months from the date of issue of letter of acceptance. In the event of the contractor failing to complete the work in all respects within the time specified or within the extended time if it is allowed by the Engineer in special circumstances as per the terms of the contract, the contractor shall pay or RKGIT shall recover a sum equal to 0.5% per week (or part thereof) of the total value of contract subject to maximum of 10% of the contract value as liquidated damages.

28. Services and Facilities Provided by the Department

The PI/CoPI shall provide regular and frequent supervision and guidance to the contractor for carrying out the works as per specifications. This will include written guidelines and regular site visit of the authorized personnel, for checking work to ensure that it is as per the norms. The data & the conclusion drawn on the basis of collected data is the Government property.

29. Agency will have to follow the standard safety rules & conditions strictly.

30. Insurance of vehicle, driver and working team is the responsibility of the contractor and RKGIT will be not bear any kind of charges of compensation under present law and under any circumstances.

31. All risk of loss or damages to physical property and of personal injury and death which arises during and in consequences of the performance of the contract are the responsibility of the contractor.

32. No interest on money due to the contractor:

No omission by the Engineer to pay the amount due upon measurements or otherwise shall vitiate or make void the contract nor shall the contractor be entitled to interest on any guarantee bond or payment in arrears or on any balance which may on the final settlement of his account be found due to him. The payments of the work done will be made as per availability of funds.

33. Defect Liability Period:

The defect liability period shall be 180 days after commissioning. Final Payment shall be released after completion of defective liability period.

34. Force-Majeure

Neither party shall be liable to each other for any loss or damage, occasioned by or arising out of acts of God such as unprecedented floods, volcanic eruptions, earthquake or other invasion of nature and other acts.

35. Jurisdictions:

Disputes if any, arising out of this contract shall be subject to the jurisdiction of the Ghaziabad Court.

36. Conflict of Interest:

36.1 All Bidders found to be in conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in a bidding process if they:

- a. Have controlling shareholders in common; or
- b. Receive or have received any direct or indirect subsidy from any of them; or

- c. Have the same legal representative for purposes of a bid; or
- d. Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on a bid of another Bidder, or influence the decisions of RKGIT regarding the bidding process; or
- e. Submit more than one bid in the bidding process, except where alternative offers may be permitted under the Bidding Documents; this does not limit the participation of subcontractors in more than one bid or as Bidders and subcontractors simultaneously; or
- f. Participated as a consultant in preparing the design or technical specifications of the goods and related services or works that are the subject of a bid.

37. Cost of Bidding:

The Bidder shall bear all costs associated with the preparation and submission of its bid and RKGIT will in no case be responsible or liable for those costs.

38. Site Visit:

38.1 The Bidder shall bear all costs associated with the preparation and submission of its bid and RKGIT will in no case be responsible or liable for those costs.

38.2 The Bidder and any of its personnel or agents will be granted permission by RKGIT to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the Bidder, its personnel and agents, will release and indemnify RKGIT and its personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.

39. Termination:

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the successful close of the project is achieved under and in accordance with the Contract Agreement, in case the project is awarded to the Consortium. However, in case the Consortium is either not qualified for the project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

Declaration

I hereby declare that I/We have carefully studied the site conditions and the contract specifications including the scope of contract and they are understood by me/us before signing the tender and executing the agreement. The meaning of the tender provision if not understood correctly due to errors, spelling mistakes, omissions in the tender, will got clarified in writing from Principal Investigator, RKGIT, Ghaziabad and his decision will be final and binding on me/us.

I have quoted the rates considering the time limit given in the tender. I/We are abided to complete the work as per specifications.

Date: _____

Contractor