

**GENERAL CONDITIONS HIGHLIGHTING SOME
IMPORTANT NOTES FOR BIDDERS**

(PLEASE IGNORE POINT NO 6 IN CASE OF e TENDERS)

SOME IMPORTANT NOTES ON SCHEDULE OF QUANTITIES ETC

1. Quantities of work indicated in the Schedule of Quantities are only approximate and are given to provide a common basis for tendering. The Schedule of Quantities should be read in conjunction with the specifications, tender drawings and tender documents. No claim shall be entertained from the CONTRACTOR if the actual quantities or items of work differ from those indicated herein. The CONTRACTOR shall ascertain for himself the actual quantities of materials required before bidding.
2. Unit prices shall be submitted for all items and the unit prices quoted shall be firm. If unit prices are not quoted against any of the items they shall be deemed to have been covered in prices quoted for other items. These rates shall include all taxes as indicated in clause 37 of section III including plant, labour, materials, supervision, insurance, safety personnel and every incidental and contingent cost and charge whatsoever required to complete the items of work in all respects and as per specifications. Rates for all items shall also include the cost of providing safety helmets, gloves, shoes, belt etc. required for the safety of labourers/supervisors etc. Please note that use of safety devices is mandatory for the work.
3. The Quantities of work actually done (as evaluated from drawings and/or field measurements) against each item will be measured and paid at the rates quoted in the Schedule of Quantities where applicable or otherwise at such rates and prices as may be fixed within the terms of the Contract.
4. The quotation submitted by the BIDDER should be based on the probable quantities of the several items of work which are furnished for the BIDDER's convenience in the Schedule of Quantities. It must be clearly understood that the Contract is not a lump sum contract, that neither the probable quantities or the values of the individual items nor the aggregate value of the entire tender will form a matter of dispute in the Contract and the Department does not in any way assure the BIDDER or guarantee that the work would correspond thereof.
5. The BIDDER shall be deemed to have allowed in his rates and prices for the provision, maintenance and final removal of all temporary works of whatsoever nature required for the proper execution of the works. The prices inserted against those specific items of particular temporary works shall be deemed to have allowed for the provision, maintenance and final removal of these primary works. No further specific items of particular temporary works shall be measured and paid for separately. The rates shall also be deemed to include any survey works and setting out that may be required to be carried out for laying out of all the works involved.
6. Rates and prices shall be written in ink and shall be entered both in figures and in words. Use of correcting fluid is prohibited. If need arises corrections may be made by the bidder which must be initialed for authentication.
7. Rates quoted shall remain firm for a variation as shown in schedule 'F' unless a lower rate is agreed to by the contractor for excess quantity.
8. Rates quoted by the BIDDER shall be firm and valid even if the contract is split.
9. Cost of erection bolts and weldment shall be deemed to have been included in the respective items rates.
10. BIDDER is deemed to have visited site and acquainted himself with site conditions, procedures of work allowed within RRCAT premises, etc. No extra claims made by the CONTRACTOR will be entertained on grounds of ignorance of the same.

11. CARE OF WORKS

From the commencement to the completion of works, the contractor shall take full responsibility for the care thereof and all temporary works and in case any damage, loss, or injury shall happen to the works from any cause whatsoever shall at his own cost repair and make good the same, so that on completion the work shall be in good order and condition and in conformity in every respects with the requirement of the contract and the Engineer-in-charge's instructions.

12. GIVING OF NOTICES AND PAYMENT OF FEES

- a) The contractor shall give notices and pay all fees required to be given or paid by any National or state statute, ordinance or other law or any regulation or bye-law or any local or other duly constituted authority in relation to the execution of the works or of any temporary works and by the rules and regulation of all public bodies and companies, whose property or rights are affected or may be affected in any way by the works or any temporary works. All quarry fees, royalties, octroi duties including town duty and ground rent for stacking materials if any should be paid by the contractor. If refunds of such payment are however, admissible in respect of Government contracts under the rules of municipal or local authorities, the contractor may obtain such refunds by following the prescribed procedures laid down by those authorities. The assistance of Centre for Advanced Technology shall in such cases be restricted only to the extent of issue of a certificate that materials so imported have become the property of Government in Centre for advanced Technology. The contractor shall be entitled to such refunds whenever so obtained and should take this into account while quoting his items rates in the tender.
- b) The contractor shall confirm in all respects with the provisions of any such statute, ordinance or laws as aforesaid and the regulation bye-laws of any local or other duly constituted authority, which may be applicable to the work or to any temporary work and with such rules and regulations of public bodies and companies as aforesaid and shall keep the department indemnified against all penalties and liabilities of every kind for breach of such statute ordinance or law regulation or bye-law.

13. ACCESS TO SITE

The Engineer-in-charge and any persons authorized by him shall at all times have access to the works and to the site and to all workshop and places where work is being prepared or where materials, manufactured articles, or machinery are being obtained for the works and the contractor shall afford every facility for and every assistance in obtaining the right to such access.

14. PLANT ETC. TO BE FOR EXCLUSIVE USE FOR THE WORK

All plants & equipments, scaffolding ladders and materials provided by the contractor shall when brought on the site to be deemed to be exclusively intended for the construction and completion of the works and the contractor shall not remove the same or any part thereof. (save 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.

15. DEPARTMENT NOT LIABLE FOR DAMAGES TO PLANT ETC.

- a) The department shall not at any time be liable for the loss of or injury to any of the said constructional plant and temporary work or materials.
- b) If any plant or equipment or machinery is purchased out of advances taken from the department such plant, equipment or machinery shall have to be issued by the contractor at least to the extent of such advance and pledged in the name of the department until all such advances shall have been paid back to the department.

16. URGENT REPAIRS

If by reasons of any accident or failure or other event occurring to, in or in connection with the works or any part thereof either during the period of maintenance any remedial or other work or repair shall in the opinion of the Engineer-in-charge be urgently necessary for security and the contractor is unable or unwilling at once to do such

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work or repair, Engineer-in-charge may by his own or other workmen do such work or repair as may consider necessary. If the work or repair so done is work which in the opinion of the Engineer-in-charge the contractor was liable to do at his own expenses under the contracts, all the costs and charges properly incurred by the Engineer-in-charge in doing so, shall on demand be paid by the contractor or may be deducted from any moneys due or which may become due to the contractor provided always that the Engineer-in-charge shall soon after the occurrence of any such emergency as may be reasonably practicable notify the contractor thereof in writing.

17. CONTRACTOR'S MACHINERY PLANT AND EQUIPMENT

The tenderer shall furnish with the tender a list of plant and equipment that he proposes to bring to site at his own cost for the execution of the work to enable government to assess his mode of execution of works.

18. Supply of construction drawings will be phased by the department to suit the time schedule enclosed hereinafter. In case of delay in supply of drawings, the contractor will be eligible for suitable extension of time only in the event of such a delay has in, the opinion of the Engineer-in-charge whose decision shall be final affected the progress.

19. The contractor shall at his own cost, install, run and maintain a weigh batching plant and, if required a refrigeration plant for supplying concrete of the specified quality for different parts of the work covered by this tender.

20. The contractor, his employees and agents shall not disclose any information or drawings furnished to him by the Government. All drawings, reports and other information prepared by the contractor/by government or jointly by both for the execution of the contract shall not be disclosed without the prior approval of the Engineer-in-charge. No photographs of the works or plants within the site premises shall be taken without the prior approval of Engineer-in-charge.

21. The contractor may be allowed to carry out work in shifts with the prior approval of the Engineer-in-charge.

22. The tenders are required to note that as specified under clause 19-45, of section 47-III "conditions of contract" the contractor has to comply with the provisions of the "contract Labour (Regulations and Abolition) Act 1970" and rules and orders issued there under from time to time as per para V(a) under clause 25 of said Act and Central Rules. It is obligatory on the part of a contractor to pay wages to the labour employed by him on the work at the same rates of wages as paid by the Principal Employer (in this case RRCAT) in respect of labour directly engaged by the Principal Employer in the vicinity. ~~The rates of wages currently payable as notified by~~

^{also}
The tenderers may bear this in mind while working out their rates for submitting tenders.