

## **PARTICULAR CONDITIONS OF CONTRACT**

1. The bidder shall have to submit resource/activity chart of whole work divided in minimum 10 activities justifying the timely completion of work. In case the bidder do not submit the schedule of work progress, it is mandatory to follow the progress of work as decided by **SJPNL (Additional General Manger (Sew), Shimla Jal Prabandhan Nigam Limited (SJPNL), U.S Club Shimla 171001)** during execution.

The Contractor shall supply the required drawings during construction stage showing each and every position horizontal, vertical all important ground reference point in latest Auto CAD version along with three hard copies of the same for approval.

## **2. WORKS TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATIONS, DRAWINGS, ORDERS, ETC.**

The contract shall execute the whole and every part of the work in the most substantial and workman like manner, and both as regards materials and in every other respect in strict accordance with the specifications. The contractor shall also confirm exactly full and faithfully to the designs, and instructions in writing relating to work signed by the Engineer in Charge, SJPNL.

## **3. TESTS FOR QUALITY OF WORK**

- i) The contractor shall be required to give satisfactory hydraulic test wherever required and shall rectify the defects, if any free of cost. The necessary water, power, labour etc. required for the hydraulic test shall also be arranged by the contractor at his own cost.
- ii) All workmanship shall be of the best kind described in the contract documents and in accordance with the instructions of Engineer-in-charge and shall be subjected from time to time to such tests at contractor cost as the Engineer-in-charge may direct at the place of manufacture or fabrication or on the site or at any such place. Contractor shall provide assistance, instruments, labour and materials as are normally required for examining, measuring and testing of any work or workmanship as may be selected and required by Engineer-in-charge.
- iii) All tests necessary in connection with the execution of work as decided by Engineer-in-charge shall be carried out at an approval laboratory at contractor's cost.
- iv) Civil Materials must be tested in the Lab as per the requirements of SJPNL.
- v) Contractor shall furnish the Engineer-in-charge for approval when requested or if required by the specification, adequate samples of all materials and furnished goods to be used in work sufficiently in advance to permit tests and examination thereof. All materials furnished and finished goods applied in work shall be exactly as per approved samples.

- vi) 70% of the total Tests to be done is to be carried out on site laboratory if the facilities are available as per Tender terms and conditions, remaining 15% tests is to be carried out at Govt/Semi Govt laboratory and 15% tests is to be carried out at Govt. recognized laboratory.
- vii) Contractor have to vet the Design and Drawings of STP from IIT (Indian institute of technology) institute

#### 4. RIGHT OF USE

SJPNL shall provide ROU (Right of Use) of adequate width for laying of pipeline/Construction of any structure once as per availability. During excavation, laying, back filling, any damages to the hidden object beneath the earth like pipelines, cables etc. shall be the responsibility of contractor. The contractor has to rectify the same without any financial implication on SJPNL within stipulated time as instructed by EIC. Further ROU (Right to Use) in terms of length shall be provided as per site availability by SJPNL and it may be in selective available length also. Any demand by the contractor to get continuous length to start the work will not be considered by SJPNL under any circumstances.

#### 5. SUB-LETTING: No sub-letting of work

- i) No part of the contract nor any share of interest there in shall in any manner or degree be transferred, assigned or sub-let by the contract directly or indirectly to any person, firm or corporation whomsoever except as provided for in the succeeding sub-clause without the consent in writing of the Engineer In charge.
- ii) Sub-contract for Temporary Works Etc.  
The Engineer In charge may give written consent to sub-contract for the execution of any part of the works at the site, being entered into by the contractor provided each individual sub contract is submitted to the Engineer In charge or his subordinates before being entered into and approved by him.
- iii) List of sub-contractors to be supplied:  
At the commencement of every month the contractor shall supply to the **Additional General Manger (Sew)** list of sub-contractors or other persons or firms engaged by the contractor and working at the site during the previous month with particulars of the general nature of the sub-contracts of works.
- iv) Contractor's Liability not Limited by Sub- Contractors :

Notwithstanding any sub-letting with such approval as aforesaid and not withstanding that the Additional General Manger (Sew) shall have received copies of any sub-contracts, the contractor shall be and shall remain solely responsible for the quality and proper and expeditious execution of the works and the performance of all the conditions of the contract in all respect as if such sub-letting had not taken place and as if such work had been done directly by the contractor.

v) SJPNL may terminate sub-contracts :

If any sub-contractor engaged upon the works at the site executes any work which in the opinion of the Additional General Manger (Sew) is not in accordance with the contract documents, the SJPNL may be written notice to the contractor require him to terminate such sub-contract and the contractor upon the receipt of such notice shall terminate such sub-contract and dismiss the sub-contractors sub the letters shall forthwith leave the works., failing which the SJPNL shall have the right to remove such sub-contractors from the site.

vi) No remedy for action taken under this clause :

No action taken by the SJPNL under the clause shall release the contractor or any of his liabilities under the contract or give rise to any right to compensation, extension of time or otherwise, failing which the owner shall have the right to remove such sub-contractors from the site.

## **6. DESIGN AND DRAWINGS**

### **a. General Design Obligations**

The Contractor shall check the design criteria and calculations (if any) included in the Bid Documents and satisfy itself regarding their accuracy and adequacy. Contractor shall meet the minimum design and sizing requirements specified in the Bid Documents – a design that does not meet such minimum requirements shall not be acceptable and will result in rejection of the bid as non-responsive. Further, if Contractor believes that the minimum design and sizing requirements specified are not adequate to meet the minimum performance requirements specified, then Contractor shall make whatever upward adjustments to the design and sizing it deems necessary to meet the performance requirements and include these in the bid price. Contractor assumes full responsibility for meeting the specified performance requirements and ensuring the adequacy of the Works for this purpose

The Contractor shall be deemed to have scrutinized, prior to submission of bid, the Department's requirements (including design criteria & drawings & calculations, if any) for their correctness, accuracy, structural safety and soundness. The Contractor shall be responsible for the correctness, accuracy of all designs and for safety & soundness of all structures constructed under this contract. The department shall not be responsible for any error, in accuracy or permission of any kind in the Department's requirements as originally included in the contract. Any data or information received by the Contractor, from the department or otherwise, shall not relieve the Contractor from his responsibility for the design and execution of the works. The details of materials indicated in the tender document are the minimum requirement, and no reduction/alteration shall be permissible unless the Engineer-in-charge is satisfied that such changes are necessary.

The Contractor shall attend all meetings as required by the Employer or the Employer's Representative

**b. CONTRACTORS DOCUMENTS & SUBMISSION PROCEDURE FOR DETAILED DESIGN & EXECUTION DRAWINGS**

The Contractor's Documents shall comprise the Technical Documents, the Documents Requirement to satisfy all regulatory approvals and As Built Documents and Operation & Maintenance Manuals. The Contractor's Documents shall be written in the language for communications defined in contract.

If errors, omissions, ambiguity, inconsistencies, inadequacies or other defects are found in the Contractors Documents, these and the works shall be corrected at the Contractor's cost, notwithstanding any consent for approval under this clause. The contractor must ensure soundness of the designs & successful completion of the project. The contractor is required to carry out the detail survey of the construction sites and pipe line alignments and the same shall be submitted to department for approval. The contractor is required to carry out the soil investigation and to submit the detailed structural designs and execution drawings (wherever required) all civil, mechanical and electrical engineering works. He will also submit the detailed system and working drawings as well as performance curves and data for all hydraulic, mechanical, electro-mechanical and electrical equipment.

If any changes are made in the given designs & drawings, such changes, duly done in the drawings shall be submitted for approval. No work shall be commenced on site on the basis of designs & drawings not approved by department and/or those not accepted by the contractor. If

any changes are desired by him in the given designs & drawings, such changes, duly done in the drawings with a detailed note justifying the proposed changes, shall be submitted for approval. No work shall be commenced on site on the basis of designs & drawings not approved by department and/or those not accepted by the contractor.

The drawings shall be sufficient in details and the scale has to be chosen accordingly in coordination with the engineer in charge.

If required, the changes in design and the execution drawings proposed by the contractor shall be submitted only after verification by an institute or agency approved by the Engineer-in-charge or any authorized representative of the Department

#### **c. Approval procedures**

The contractor shall submit the detailed design & drawing with step wise calculations. Formulas for calculation should be clearly mentioned and nothing should be blocked or hidden. Structural design & drawing need to be submitted to EIC/PMC for approval.

The Contractor shall submit three copies of design/drawings/contractor's documents to the Engineer in Charge along with the relevant IS codes / manuals and soft copy of design. All the submitted papers are to be signed by the Contractor or his authorized representatives. The Engineer in Charge will review the submissions and if found fit for approval, will approve them and return one copy to the Contractor within 15 days duly signed in token of approval. In case the design/drawings etc. are not found fit for approval, the Engineer in Charge will mark the comments on them and return two copies to the Contractor within 15 days and the same shall be repeated till the submissions are finally approved as per scope of work & specifications. The contractor in such cases shall submit the revised and corrected submissions within 15 days to the receipt of comments from Engineer-In-Charge. On request of the Engineer in Charge, the Contractor shall depute the design engineer responsible for the particular submission to discuss with the Engineer in Charge or his Representative, along with software. On receipt of approved submissions, the Contractor shall submit four (4) additional copies of the approved submissions (designs, drawings, data sheets etc.) to the SJPNL for reference and records.

No designs / drawings with corrections made after taking the prints will be accepted.

The approval along with alterations in drawings/designs by the Engineer in Charge shall not relieve the Contractor of his responsibility in terms of the Contract for soundness of the designs. The Contractor shall be responsible for the structural safety of all the components of the Work.

#### **d. Discrepancies between Drawings and Specifications**

In case of discrepancies between drawings and specifications or data sheets arising from the meaning, dimensions or quality of the materials and equipment for the due and proper execution of the Work, the discrepancy shall be explained by the Engineer-in-Charge. His explanation shall be the final decision and the Contractor shall execute the Work accordingly without any extra payment.

7. During the progress of the construction work, if in the drawings, diagrams and the sketches issued if any to the contractor for the purpose of execution of work any omissions or inaccuracies are found by the contractor, he shall bring the same forthwith to the notice of the Additional General Manger (Sew) and get them clarified immediately.
8. The successful Contractor shall have to prepare and submit 'As Built Drawings' depicting the exact construction carried out on site, in soft and hard copy format & get the same approved from Employer/PMC.
9. Within 30 days from the Commencement Date the Contractor shall start submitting drawings, construction documents, etc., for review and approval by the Employer's Representative. Contractor shall prepare detailed Programme in MS reject software and get it approved from EIC/PMC. The Contractor shall submit all the Drawings as per Schedule approved by the Employer.
10. The Contractor shall establish a design liaison office at within 15 days from the Commencement Date to facilitate preparation and submission of designs, drawings, construction documents, etc., for review and approval by the Engineer-In-Charge. The design liaison office shall preferably be located near the Employer's office to facilitate communications and frequent interactions with the Employer's Representative and the Employer. The Contractor shall provide full-time design staff and continuously maintain the design liaison office until such time as all necessary designs and Construction Documents have been completed, reviewed, and approved by the Employer's Representative. The Contractor will be fully responsible for ensuring that its designs, drawings, and construction documents satisfy all requirements for constructing works that are complete and fully functional in all respects
11. Contractor shall provide and maintain a furnished site office for his supervisory staff and for Employer and Consultant. Site Office shall be of suitable area as approved by Engineer-In-Charge The site office shall have approved flooring and shall include electrical lights, fans, computer point including proper wiring, water supply, drainage, toilets, tables, chairs, cupboards, and shall be constructed at location directed by the Engineer-In-Charge and shall be

maintained for a period upto 6 months /as directed by E.I.C, beyond date of completion of project. The site office with all services, furniture, fixtures shall be property of the contractor. All Electric & Telephone / Mobile bills will be paid by the contractor for entire period of contract and up to 6 month beyond completion of works and both the Electric & Telephone connections will be obtained by Contractor

12. Insurance : The contractor shall without limiting his or the employer obligations and responsibilities insure:

- a) The works , together with materials and plants for incorporation therein, to the full replacement cost (Term “Cost” in this context shall include profit)
- b) The contractor equipment’s and other things brought onto the site by the contractor, for a sum sufficient to provide for their replacement at site.

The insurance detailed above shall be in the joint names of the contractor and the employer at the contractor’s cost and shall cover the employer and the contractor against all loss or damage from whatsoever cause arising from the start of the operation and maintenance until the date of completion in respect of the facility or any section or Part thereof as the case may be.

13. The contractor shall except if and so far as the contractor provides otherwise, indemnity the Employer against all losses and claims in respect of,

- a) Death or injury to any person, or
- b) Loss of or damage to any property (other than the works) which may arise out of in consequent of the Operation and maintenance of the facility and the remedying of any defects therein, and against all claims proceedings, costs, charges, and expenses whatsoever in respect thereof or in relation thereto.

The “Expectations” referred to are:

- a) The permanent use or occupation of land by the works, or any part thereof,
- b) The right of then Employer to execute the works , or any part thereof on, under in or through any land
- c) Damage to property which is the unavoidable result of the execution and completion of the works or remedying of any defects therein, in accordance with the contract and
- d) Death of or injury to persons or loss of or damage to the property resulting from any act or neglect the Employer ,his agent, servant or other contractor not being employed by the



Contractor or in respect of any claims proceedings, damages, cost, charges and expenses in respect thereof or in relation , where the injury or damages was contributed to by the contractor, his servant or agents, such part of said injury or damages as may be just and equitable having regards to the extent of responsibility of the Employer, his servants or agents or other contractor for injury or damage.

The Employer shall indemnify the contractor against all claims, proceeding, damages, cost, Charge and expenses.

The contractor shall without limiting his or the employer's obligations and responsibilities issue, joint name of the contractor and responsibilities, insure in the joint name of the contractor and the employer, against liabilities for death or injury to any person or loss of damages to any properties (Other than the facility) arising out of the operation and maintenance of the project other than the exceptions defined.

The insurance policy should include a cross liability clauses such that the insurance shall apply to the contractor and to the employer as separate insurer.

The employer shall not liable for or in respect of any damages or compensation payable to any workman or other person in the employment of the contractor or any subcontractor, other than death or injury resulting from any act or default of the employer, his agent or servants, the contractor shall indemnify and keep indemnified the employer against all such damages and compensations, other than those for which the employer is liable as aforesaid, and against all claims ,proceeding, damages, costs, charges, and expenses what so ever in respect there of or in relation thereto.

The contractor shall insure against such liability and shall continue such insurance during the whole of the tie that any persons are employed by him or the facility provided that in respect of any person, employed by any subcontractor, the contractors obligation to insure as aforesaid under this sub clauses shall be satisfied if the subcontractor shall have insured against the liability in respect of such person in such manner that the employer is indemnified under the policy, but the contractor shall require such sub-contractor to produce to the employer, when required such policy of insurance and receipt for the payment of the current premium.

In the event that the contractor or the employer fails to comply with the condition imposed by the insurance policy affected pursuant to the contract, each will indemnify the other against all loses and claims arising from such failure according to the contract conditions.

1.      Agency shall have to take insurance policy and intimate to Employer along with the evidence within time limit. In case of noncompliance entire responsibility shall be rest with the agency and required amount shall be recovered from any due amount of the agency.
2.      Employer can recover penalty amount from the agency for not taking the insurance. Though the penalty amount is recovered, responsibilities of the agency for taking insurance shall be continued and will not be escaped from this responsibility.