

## **SECTION-I**

### **LUMP SUM TENDER AND CONTRACT FOR WORKS**

#### **GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTOR**

1. All work proposed for execution by contract will be notified in a form of invitation to tender posted in public places and signed by the Divisional Officer.  
  
This form will state the work to be carried out, as well as the date for submitting and opening, tenders and the time allowed for carrying out the work: also the amount of earnest – money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful, tenderer and the percentage to be deducted from bills. Copies of the specification, drawings, and any other documents, required in connection with the work, signed for the purpose of identification by the Divisional Officer will also be open for inspection by the contractor (s) at the office of the Division Officer during officer hours.
2. A tender by a firm must be signed separately by each member thereof, or, in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so, such power of attorney to be produced with the tender.
3. Receipts for payments made on account of a work, when executed by a firm, must also be signed by the several partners, except where the contractors are described in their tender as a firm in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts for the firm.
4. Any person who submits a tender must fill up the usual printed form, stating the sum of money for which he is willing to undertake the work. Only one sum shall be named. Tenders, which propose any alternations in the work specified in the said form of invitation to tender or in the time allowed for carrying out the work, or which contain any other conditions of any sort, will be liable to rejection. No Single tender shall include more than one work but contractor (s) who wish to tender for two or more works shall submit a separate tender for each. Tender must have the name and number of the work to which they refer written outside the envelope.
5. The Divisional Officer or his duly authorized assistant will open tenders in the presence of any intending contractor (s) who may be present at the time, and will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest- money forwarded therewith shall there upon be given to the contractor (s) who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned in Rules 1. In the event of a tender being rejected the earnest –money forwarded with such unaccepted tender shall thereupon be returned to the contractor (s) making the same.
6. The officer inviting tender shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest tender.
7. The receipt of an accountant or clerk for any money paid the contractor(s) will not be considered as any acknowledgement of payment to the Divisional Officer and the contractor (s) shall be responsible for seeing that he / they procure (s) a receipt signed by the Divisional officer, or a duly authorized cashier.

8. The memorandum of work tendered for, and the scheduled of materials to be supplied by the Department of Hydro Power Development and their issue rates, shall be filled in and completed in the office of the Divisional Officer before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and completed he shall request the office to have this done before he completes and delivers his tender.

## **1.2 CONDITIONS OF CONTRACT**

1. Interpretation of Clauses: -

The Governor means the Governor of Arunachal Pradesh.

The Government means Government of Arunachal Pradesh.

The Divisional Officer means the Executive Engineer of the Division Concerned.

The Superintending Engineer means the Superintending Engineer, Department of Hydro Power Development of which the Divisional Officer is subordinate.

The Chief Engineer means the Chief Engineer, Department of Hydro Power Development, Itanagar of which the Superintending Engineer is subordinate.

The expressions “works” or “work” where used in these conditions shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract to be executed, whether temporary or permanent, and weather, original, altered, substituted or additional.

Words importing the singular number only include the plural number and vice versa.

2. The contractor shall deposit security @ 10% of contract value as per relevant clause of the “General Conditions of the Contract” in the form of bank draft, FDR/CDR or Govt. interest bearing security duly pledged in favour of Executive Engineer (EM), Tezu Division, DHPD, Tezu, Lohit District, (A.P.) or Bank Guarantee from a Nationalised Bank of India duly executed on non-judicial stamp paper of requisite value in the enclosed Performa.

The above security shall be sent within 30 days of the award of contract. The validity of the security in any of the above form shall be kept valid till 6 (six) months after taking over the machines by the purchaser after successful commissioning. In case the contractor fails to suitably extend the validity due to delays in supply/commissioning/or any other reason, the Department shall have the right to encash the Bank Guarantee without making any reference to him.

3. The contractor(s) is / are to provide everything of every sort and kind (with the exceptions noted in the scheduled attached) which may be necessary and requisite for the due and proper execution of the several works included in the contract whether original or altered according to be true intent and meaning of the drawings and specifications taken together, which are to be signed by the Divisional Officer and the contractor(s) whether the same may or may not be particularly described in the specifications or shown on the drawings provided that the same are reasonable to be inferred there from and in case of any discrepancy between the drawings and the specifications the Divisional Officer is to decide which shall be followed.

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4. The contractor(s) is/are to set out the whole of the works in conjunction with an officer to be deputed by the Divisional Officer, and during the progress of the works to amend on the requisition of the Divisional Officer any errors which may arise there in and provide all the necessary labour, and materials for doing so. The contractor(s) is/ are to provide all plan, labours and materials (with the exceptions noted in the schedule attached) which may be necessary and requisite for the works. All materials and workmanship are to be the best of their respective kinds. The contractor(s) is/are to leave the works in all respects clean and perfect at the completion there of
5. Complete copies of the drawings and specifications signed by the Divisional Officer shall be furnished by him to the contractor (s) for his/heir own use, and the same or copies thereof shall be kept by the contractor(s) on the site of the work

All work under or in course of execution or exacted in pursuance of the contractor shall at all times be open to the Inspection and supervision of the divisional officer and his subordinates and the contractor (s) shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Divisional Officer or his subordinate to visit the works shall have been given to the contractor (s), either himself/ themselves be present to receive orders and instructions or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractor(s)' agent shall be considered to have the same force as if they had been given to the contractor (s) himself/themselves. The Divisional Officer may require the contractor(s) to dismiss any person in the contractor(s)' employ upon the work who may be incompetent or misconduct himself and the contractor (s) is/are forth with to comply with such requirements.

6. All work and materials brought and left upon the ground by the contractor(s) or by his/their orders for the purpose of forming part of the works are to be considered to be the property of Government of A.P and the same are not to be removed or taken away by the contractor(s) or any other person without the special license and consent in writing of the Divisional Officer, but the Government of A.P is not to be in any way answerable for any loss or damage which may happen to or in respect of any such work or materials either by the same being lost or stolen or injured by weather or otherwise.
7. The Divisional Officer has full power to require the removal from the premises of all materials which in his opinion are not in accordance with the specification and in case of default he Divisional Officer is to be at liberty to employ other person to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Divisional Officer is also to have full power to require other proper materials to be substituted therefore and in case of default the Divisional Officer may cause the same to be supplied and all costs which may attend such removal and substitution are to be borne by the contractor(s).
8. If in the opinion of the Divisional Officer any of work have been executed with or defective workmanship the contractor (s) is/are when required by the Divisional Officer forthwith to re-execute the same and to proper workmanship.
9. The Security Money deposit by the Contractor at the time of Acceptance of the tender shall be released after 3 months of completion of work if there is no complaint received regarding labour disputes etc. against the Contractor for this particular work.

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10. From the commencement of the works to the completion of the same they are to be under the contractor(s) charge. The contractor (s) is/are to be held responsible for and to make good all injuries, damages and repairs occasioned or rendered necessary to the same by fire or other cause and to hold Government harmless from any claims for injuries to persons or for structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the contractor (s) or of any one in his/their employ during the execution of the works.
11. The Divisional Officer is to have full power to send workmen upon the premises to execute fittings and other works not included in the contract for whose operations the contractor(s) is / are to afford every reasonable facility during ordinary working hours provided that such operation shall be carried on in such a manner as not to impede the progress of the work included in the contract but the contractor(s) is/are not to be responsible for any damage which may happen to or be occasioned by any such fitting or other works.
12. The Contractor will not be permitted to sell or sublet the work to any other agency.
13. In any case in which under clause or clauses of this contract the contractor (s) shall have rendered himself/themselves liable to pay compensation amounting to the whole of his/their security deposit (whether paid in one sum or deducted by installment) or committed a breach of any of the terms contained in relevant clauses, the Divisional Officer on behalf of the Governor of A.P shall have power: -
  - (a) To rescind the contract of which rescission notice in writing to the contractor (s) under the hand of the Divisional Officer shall be conclusive evidence and in which case the security deposit of the contractor (s) shall stand forfeited, and be absolutely at the disposal of Government of Arunachal Pradesh.
  - (b) To employ labour paid by the Department of Hydro Power Development and to supply materials to carry out the work, or any part of the work debiting the contractor(s) with the cost of the labour and the price of the materials (of the amount of which cost and price a certificate of the Divisional Officer shall be final and conclusive) against the contractor (s) and crediting him/them with the value of the work done: the certificate of the Divisional Officer as to the value of the work done shall be final and conclusive against the contractor(s).
  - (c) To take such part of the work as shall be unexecuted out of his/their hands, and to give it to another/ other contractor(s) to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor (s) if the whole work had been executed by him/them (of the amount of which excess the certificate in writing of the Divisional Officer shall be final and conclusive shall be borne and paid by the original contractor(s) and may be deducted from any money due to him/them by the Government under the contract or otherwise or from his/their security deposit or the proceeds of sale thereof or a sufficient part thereof.

In the event of any of the above courses being adopted by the Divisional Officer the contractor (s) shall have no claim to compensation for any loss sustained by him/them by reason of his/their having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under

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the provision aforesaid, the contractor(s) shall not be entitled to recover or be paid any sum for any work theretofore actually performed under this contract, unless and until the Divisional Officer will have certified in writing the performance of such work and the value payable in respect thereof, and he/they shall only be entitled to be paid the value so certified.

14. In any case in which any of the powers conferred upon the Divisional Officer by relevant clause thereof, shall have become exercisable and the same shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor(s) for which by any clause or clauses hereof he is/ they are declared liable to pay compensation amounting to the whole of his/ their security deposit, and the liability of the contractor (s) for past and future compensation shall remain unaffected. In the event of the Divisional Officer putting in force either of the powers (a) or (c) vested in him under the preceding clause he may, if he so desires, take possession of all or any tools, plant, materials and stores, in or upon the work or the site thereof or belonging to the contractor(s) or procured by him/ them and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account at the contract rates, or in case of these not being applicable, at current market rates to be certified by the Divisional Officer whose certificate thereof shall be final, otherwise the Divisional Officer may by notice in writing to the contractor(s) or his/ their clerk of the works, foreman or other authorized agent required him /them to remove such tools, plant, materials, or stores from the premises (within time to be specified in such notice); and in the event of the contractor(s) failing to comply with any such requisition the Divisional Officer may remove them at the contractor(s) expense or sell them by auction or private sale on account of the contractor(s) and at his/ their risk in all respects and the certificate of the Divisional Officer as to the expense of any such removal and the amount of the proceeds and expense of any such sale be final and conclusive against the contractor(s).
15. Payment due to the contractor(s) shall, if so desired by him/ them, be made to financing banks instead of direct to him/ them, provided that the contractor (s) furnish(es) to the Divisional Officer(1) an authorization in the form of a legally valid document like a power-of-attorney conferring authority on the bank to receive payment and (2) his/ their own acceptance of the correctness of the account made out as being due to him / them by the Govt. or his / their signature (s) on the bill or other claim preferred against Government, before settlement by the Divisional Officer of the account or claim by payment to Bank. While the receipt given by the Bank holding a power-of-attorney or transfer deed from the contractor(s) constitutes a full and sufficient discharge for the payment, the contractor(s) should wherever possible, present his/ their bills receipt and discharge through his /their bankers.
16. No, labourer below the age of eighteen years shall be employed on the work.
17. The contractor shall pay his labourers wages not less in amount than the wages paid for similar work in the neighborhood.

**Explanation-- Payment of Wages to Labours -**

- (a) The contractor shall pay not less than fair wage to labourers engaged by him on the work.

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“Fair wage” means wage whether for time or piece work notified at the time of inviting tenders for the work and where such wages have not been so notified the wages prescribed by the Department for the district in which the work is done.

- (b) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to pay fair wages to labourers indirectly engaged on the work, including any labour engaged by his sub- contractors in connection with the said work, as if the labourers had been immediately employed by him.
  - (c) In respect of all labour directly or indirectly employed in the works for the performance of the contractor’s part of this agreement the contractor shall comply with or cause to be complied with the Department Contractor’s labour regulation made by Government from time to time in regard to payment of wages, wage period deduction from wages, recovery of not paid and deduction unauthorizedly made, maintenance of wage book, wage slip, publication of scale of wages and other terms of employment, inspection and sub-mission of periodical returns and all other matter of a like nature.
  - (d) The Executive Engineer or Sub-Divisional Officer connected shall have the right to deduct from the money due to the contractor any sum required or estimated to be required for making good the loss suffered by workers by reason of non- fulfillment of the condition of the contract for the benefit of the workers, non- payment of wages or of deductions made from his or their wages which are not justified by the terms of the contract or non observance of the regulations.
  - (e) Under the provision of the minimum wages Act. 1948 and the Minimum Wages (Central) Rules 1950, the contractor is bound to allow or cause to be allowed to the labourers directly or indirectly employed in the works one day’s rest for six days continuous work and pay wages at the same rates as for duty .In the event of default, the Executive Engineer or Sub – Divisional Officer concerned shall have the right to deduct the sum or sums not paid on account of wages for weekly holiday to any labourers, and pay the same to the persons entitled thereto, from any moneys due to the contractor.
  - (f) Vis-a-Vis the Governor of Arunachal Pradesh the contractor shall be primarily liable for all payments to be made under, and for the observance of the regulations aforesaid without prejudice to his right to claim indemnity from his sub- contractors.
  - (g) The regulations foresaid shall be deemed to be a part of the contract and any breach thereof shall be deemed to be breach of this contract.
18. i). All Safety code as laid down for preserving/ storing blasting materials issued to the contractor to be observed by him / her.
- ii). All safety code as laid down to be observed by the contractor while doing blasting operations with explosives.

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- iii) All safety measure to be observed by the contractor while executing earthwork against any possibility of injury to the labourers / to any persons due to falling of excavated earth or otherwise at work site.
  - iv) All necessary personal safety equipment as considered adequate by Engineer - in-Charge should be kept available for the use of the persons employed on the side and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned.
  - v) When the work is done near any place where there is risk of drowning, all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first-aid treatment of all injuries likely to be sustained during the course of the work.
  - vi) Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standard or conditions:-
    - (a) These shall be of good mechanical construction, sound material and adequate strength and free from patent defect and shall be kept in good repair and in good working order.
    - (b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
  - vii) All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near places of work.
  - viii) These safety provisions should be brought to the notice of all concerned by display on a Notice Board at a prominent place at the work spot. The person responsible for compliance of the Safety Code shall be named therein by the Contractor.
  - ix) To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the contractor shall be opened to inspection by the Labour Officer, Engineer-in- Charge of the department or their representatives.
  - x) Notwithstanding the above clause from (i) to (ix) there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.
- 19-A The contractor shall submit, by the 4<sup>th</sup> and 19<sup>th</sup> of every month to the Engineer-in-Charge a true statement showing in respect of the second half of the preceding month and the first half of the current month, respectively (1) the number of labourers employed by him on the work,(2) their working hours, (3) the wages paid to them,(4) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them, and (5) the number of female workers who have been allowed Maternity Benefit according to relevant clause and the amount paid to them failing which the contractor shall be liable to pay to Government a sum not exceeding Rs. 120/- for each default or materially incorrect statement. The decision of the Executive

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Engineer shall be final, in deducting from any bill due to the contractor the amount levied as fine.

19- B In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this agreement, he contractor shall comply with or cause to be complied with all rules, framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by the Department of Hydro Power Development and its contractor.

19-C Maternity Benefit, Rules for female Workers employed by contractor.

Leave and pay during leave shall be regulated as follows: -

1. Leave:-

(i) In the case of delivery: - Maternity leave not exceeding 8 weeks, 4 Weeks up to and including the day delivery and 4 Weeks following that day.

(ii) In case of miscarriage: - Up to 3 weeks from the date of miscarriage.

2. Pay:-

(i) In case of delivery: - Leave pay during maternity leave will be at the rate of the woman's average daily earnings calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date on which she gives notice that she expects to be confined, or at the rate of forty rupees a day whichever is greater.

(ii) In case of miscarriage: - Leave pay at the rate of average daily earnings calculated on the total wages earned on the days when full time work was done during a period of 3 months immediately preceding the date of such miscarriage.

3. Conditions for the grant of Maternity Leave – No Maternity Leave benefit shall be admissible to a woman unless she has been employed for a total period not less than 6 months immediately preceding the date on which she proceeds on leave.

19-D In the event of the contractor(s) committing a default or breach of any of the provisions of the Department of Hydro Power Development, A.P. Contractors Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing of any information or submitting or filling any statement under the provisions of the above Regulations and Rules which is materially incorrect he /they shall without prejudice to any other liability, pay to the Government a sum not exceeding Rs. 120/- for every default, breach or furnishing, making, submitting, filling such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs. 120/- per day for each day of default subject to a maximum of 5 per cent of the estimated cost of the work put to tender. The decision of the Engineer-in-Charge shall be final and binding on the parties.

19-E. The contractor (s) shall at his/their own cost provide his/their labour with a sufficient no. of huts (hereinafter referred to as the camp) of the following specifications on a suitable plot of land to be approved by the Engineer-in charge.

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- i. (a) The minimum height of each hut at the eave level shall be 7 ft. and the floor area to be provided will be at the rate of 30 sq. ft. for each member of the worker's family staying with the labourer.
- (b) The contractor(s) shall in addition construct suitable cooking places having a minimum area of 6' x 5' adjacent to the hut for each family.
- (c) The contractor (s) shall also construct temporary latrines and urinals for the use of the labourers each on the scale of not less than four per each one hundred of the total strength, separate latrines and urinals being provided for women.
- (d) The contractor(s) shall construct sufficient number of bathing and washing places, one unit for every 25 persons residing in the camp. These bathing and washing places shall be suitably screened.
- ii. (a) All the huts shall have walls of sun-dried or burnt bricks laid in mud mortar or other suitable local materials as may be approved by the Engineer-in - Charge. In case of sun-dried bricks, the walls should be plastered with mud gobi on both sides. The floor may be kutcha but plastered with mud gobi and shall be at least 6" above the surrounding ground. The roofs shall be laid with thatched or any other materials as may be approved by the Engineer-in-Charge and the contractor shall ensure that throughout the period of their occupation the roofs remain water-tight.
- (b) The contractor(s) shall provide each hut proper ventilation,
- (c) All doors and windows ventilators shall be provided with suitable for security purposes.
- (d) There shall be kept an open space of at least 8 yards between the rows of huts which may be reduced to 20 ft. according to the availability of site with the approval of the Engineer-in-charge, back to back construction will be allowed.
- iii. *Water Supply*- The contractor(s) shall provide adequate supply of water for the use of labourers. The provision shall not be less than 2 gallons of pure and wholesome water per head per day for drinking purposes and 3 gallons of clean water per head per day for bathing and washing purposes. Where piped water supply is available, supply shall be at stand posts and where the supply is from wells or river, tanks which may be of metal or masonry, shall be provided. The contractor (s) shall also at his/their own cost make arrangements for laying pipe lines for water supply to his/their labour camp from the existing mains wherever available and shall pay all fees and charges therefore.
- iv. The site selected for the camp shall be high ground, removed from jungle.
- v. *Disposal of Excreta* -- The contractor (s) shall make necessary arrangements for the disposal of excreta from the latrines by trenching or incineration which shall be according to the requirements laid down by the Local Health Authorities, if trenching or incineration is not allowed, the contractor (s) shall make arrangements for the removal of the excreta through the Municipal Committee/Authority and inform it

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about the number of labourers employed so that arrangement may be made by such committee/authority for the removal of the excreta. All charges on this account shall be borne by the contractor and paid direct by him to the municipality /authority. The contractor shall provide one sweeper for every 8 seats in case of dry system.

xi. *Drainage:-* The contractor(s) shall provide efficient arrangements for draining away sullage water so as to keep the camp neat and tidy.

. The contractor(s) shall make necessary arrangements for keeping the camp area sufficiently lighted to avoid accident to the workers.

xiii. *Sanitation:-* The contractor(s) shall make arrangements for conservancy and sanitation in the labour camps according to the rules of the Local Public Health and Medical Authorities.

20. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Government without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

21. Where the contractor is a partnership firm, the previous approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concerns such approval as foresaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the work hereby undertaken by contractor. If previous approval as aforesaid is not obtained the contractor shall be deemed to have been assigned in contravention of Clause hereof and the same action may be taken and same consequences shall ensure as provided in the said clause hereof.

22. In the case of any disputes arising out of the meaning of any provision under this agreement or specification etc., the case may be referred to a person of the rank of Superintending Engineer, the appointment of which is to be made by the Secretary (Power), Govt. of Arunachal Pradesh, for arbitration under relevant law.

23. In the case of any class of work for which there is no such specification as is mentioned in Rule1, such work shall be carried out in accordance with the district specification, and in the event of there being no district specification, then in such case the work shall be carried out in all respect in accordance with the instructions and requirement of the Divisional Officer.

24. In every case in which by virtue of the provision of section 12, subsection (1) of the workmen's Compensation Act, 1923 Government is obliged to pay compensation to a workman employed by the contractor(s), in execution of the works, Government will recover from the contractor(s) the amount of the compensation so paid, and without prejudice to the rights of Government under Section 12, Sub-section (2) of the said Act, Government shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Government to the contractor(s) whether under this contract or otherwise.

Government shall not be bound to contest any claim made against it under Section 12, sub-section (1) of the said Act, except on the written request of the contractor(s)

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and upon his/their giving to Government full security for all costs for which Government might become liable in consequence of contesting such claims.

- 25 All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Superintending Engineer of the Circle for time being who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.
- 26 Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Divisional Officer on behalf of the Government of A.P shall have the option of terminating the contract without compensation to the contractor.
- 27 1) whenever any claim, against the contractor for the payment of a sum or money arises out of or under the contract. Govt. shall be entitle to recover such sum by appropriating in part or whole the security deposit of the contractor, and to sell any Government Promissory Notes, etc. forming the whole or part of such security. In the event of the security being insufficient or if no security has been taken from the contractor, then the balance or the total sum recoverable, as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due from the contractor under this or any other contract with Govt. should this sum be not sufficient to cover the full amount recoverable, the contractor shall pay to Govt. on demand the balance remaining due.
- 2) Govt. shall have the right to cause an audit and technical examination of the works and the final bill of the contractor including all supporting vouchers, abstracts, etc, to be made after payment of the final bill and if as a result of such audit and technical examination and a sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed by him to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of the overpayment and it shall be lawful for Govt. to recover the same from him in the manner prescribed in sub-clause(1) of this clause or in any other manner legally permissible and if as a result of audit and technical examination, it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by Govt. to the contractor.

PROVIDED that Government shall not be entitled to recover any sum overpaid nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Engineer or Executive Engineer on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Superintending Engineer or the Executive Engineer.

## SECTION – I A

### 1.3 GENERAL TERMS AND CONDITIONS

1. The work shall be carried out as per technical specifications indicated in subsequent Sections of the specifications and relevant Indian Standard Specifications as applicable
2. The work shall be executed at Power House of the project generally as per the schedule of quantities in the NIT. Although all efforts have been made to make the schedule of quantities as accurate as possible, however, any item omitted from the schedule but required for successful commissioning and efficient operation of the plant, shall be deemed to have been included in the schedule. The tenderer shall therefore quote the fixed price for lump sum turnkey contract for the total job for supply, erection, testing & commissioning.
3. Contractor shall quote lump sum price for the whole work as described in the Schedule of Quantities. However, break up of prices itemwise shall also be provided by the Contractor to facilitate payment of running A/c Bills.
4. The tenderer / contractor will make their own arrangements for all the T&Ps required for erection and commissioning of the machines / equipments. The successful firm shall have to make their own arrangement for carriage of materials etc. to the site of work as well as any special T&P required, without any extra cost on any account.
5. Any damage done to the installations shall be made good by the firm on at his own cost with out any extra payment.
6. **The power station shall be conceived for operation both in isolated as well as grid mode.**
7. The firm shall give the guarantee for a period of minimum 18 months from the date of commissioning or 8000 hours whichever is more against any defects / damage to the equipments installed by him / them. To witness the operation the contractor may depute their representative at the Tee Pani MHS Power House and the purchaser will provide him suitable accommodation at site at the cost of contractor.
8. The firm shall indemnify the department against losses arising out of non –completion of the work i.e. loss of generation within the stipulated time other than the normal levels of liquidated damages for delayed compensation.
9. The time of completion of the work shall be reckoned from the date mentioned in the letter of intent.
10. The tenderers may note that the terms & conditions stipulated in this NIT shall not be generally altered. The tenders containing terms & conditions in contradiction / adverse to the conditions stipulated in the NIT shall be summarily rejected. Minor modifications suggested by the tenderer can be examined for consideration but the purchaser shall not be bound to accept such suggestions and the discretion to accept or reject such suggestions shall entirely rest with the purchaser.
11. The tender shall be governed / executed as per delegation of financial powers of the CPWD officers and as applicable in the State of Arunachal Pradesh from time to time.
12. The main objective of the work is to generate rated power (2 X 250 KW) on commissioning of the machines and in the event of failure to achieve this objective, penalty as deemed fit shall be imposed on the contractor.

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13. PERT and Bar Chart depicting as many activities as possible with time period must be enclosed with the Tender. On award of contract if it is found / noticed that the contractor is not proceeding as per the schedule given in the PERT & Bar Chart then the Department reserves the right to terminate the Contract and the Earnest Money & Security Deposit shall be forfeited.
14. Department reserves the right to change the scope/ quantity of the work as may be necessary during the execution of the contract without any extra cost as work being execution Lump sum Turnkey Tender basis.

**15. Contractor to Inform Himself Fully**

The Contractor shall be deemed to have carefully examined Tender Documents to his entire satisfaction. If he shall have any doubt as to the meaning of any portion of the Tender Documents, he shall before submission of Tender clarifies from the Purchaser in order that such doubt may be removed. The Purchaser will provide such clarifications as may be necessary. Any information otherwise obtained from the Purchaser or the engineer shall not in any way relieve the Contractor of his responsibility to fulfill his obligations under the Contract.

16. The contractor shall arrange the visit of three officers of the Department of Hydro Power Development at the cost of Contractor for inspection of the works of the manufacturers of the Turbine and the alternator to be supplied by them to the Department for this project.
17. Vetting of all drawings, designs, Technical specifications i/c all sorts of calculations, QAP etc. in respect of the equipments being supplied under this contract shall be got done by the contractor at his own cost from the consultants appointed by the DHPD for the purpose.
18. Before taking over of the power station by the department, performance testing of the power stations (EM portion) shall be got done by the contractor at his own cost from Authorized Agency of MNRE GOI. Failure in achieving the desired standard results will invite imposing of penalty on the contractor as deemed fit by department.
19. In case of any confusion regarding interpretation of any of the clauses in the tender document, decision of the department shall be final.

The Department reserves the right to accept / reject any other conditions outside the scope of the conditions laid down in the NIT.