

**MINISTRY OF HEALTH & FAMILY WELFARE
GOVERNMENT OF INDIA, NEW DELHI**

Tender No. MoHFW/PMSSY/JNMC-ALIGARH/SIGNAGE/HLL/ID/2014/03

**Request for Proposal (RFP)
*for***

**Up-gradation of Jawaharlal Nehru Medical College, Aligarh Muslim University,
Aligarh (U.P) under PMSSY-II
“Package-3: Signage (Internal & External)”**

VOLUME-III (SCC & Technical Specifications)



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(July , 2014)

**Up-gradation of Jawaharlal Nehru Medical College, Aligarh Muslim University,
Aligarh (U.P) under PMSSY-II
“Package-3: Signage (Internal & External)”**

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SECTION 1

SPECIAL CONDITIONS OF CONTRACT (S C C)

Up-gradation of Jawaharlal Nehru Medical College, Aligarh Muslim University, Aligarh (U.P) under PMSSY-II “Package-3: Signage (Internal & External)”

1. Scope of Contract

The scope of work comprises of signage (Internal & External) for Up-gradation of Jawaharlal Nehru Medical College, Aligarh Muslim University, Aligarh (U.P) under PMSSY-II works etc.

The scope of work also includes design, supply of signage (Internal & External), preparation of samples of signage (Internal & External) etc. for approval before installation by Engineer in Charge.

2. Drawings

(a) Tender Drawings(Architectural Plans only for information)

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

(b) Issue and custody of drawings & specifications: None

The contractor shall keep safe custody of the drawings and other documents issued to him in connection with the work.

(c) Working drawings/ Shop drawings/ Design:

Contractor shall provide design and prepare samples of signage and submit to Engineer in Charge for approval.

3. Disruption of Progress

- (a). The Contractor shall give 4 weeks written notice to the Engineer-in-charge whenever planning or progress of the Works is likely to be delayed or disrupted due to non-issue of any drawing or order by the Engineer-in-charge. The notice shall give details of the drawing or order required explaining why and by when it is required and if any delay or disruption is likely to be suffered on that account.
- (b). If by reason of any failure or inability of the Engineer-in-charge /Consultant to issue drawings/ order/ clarifications within 4 weeks of such notice the Contractor and the contractor suffers delay, then the Engineer-in-charge, shall record the facts for any extension of time under respective clause of the agreement. Notwithstanding anything stated above, the Contractor shall not be eligible for any financial compensation arising out of the above.
- (c). No compensation whatsoever shall be payable to the contractor for any damage by rains,

lightening, wind, storm, floods, tornadoes, earthquakes, or any other natural calamities during execution of work and no claim on this account will be entertained such damages.

4. Further Drawings and Instructions

The Engineer-in-charge may in his absolute discretion and from time to time contractor issue any drawings and instructions, which shall be deemed to be a part of scope of the Contract.

5. Contractor's General Responsibilities

(a). Execution of works:

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

(b). Adequacy, stability and safety:

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

(c). Temporary works and arrangements:

The Contractor shall furnish to the Engineer-in-charge /Consultant full particulars i.e. site location and area required including drawings, etc. of all temporary works necessary for the execution of the works and shall give adequate time to the Engineer - in- Charge for his approval.

(d). Storage, Cleaning

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

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

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

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

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

6. Watching & Lighting

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

7. Care of Works

From the commencement to the certified completion of the whole of works, the contractor shall be responsible for the care, safety and maintenance of the works executed under the contract thereof and of all temporary works. In case of any damage/ loss or injury shall happen to the works or to any part thereof or to any temporary works from any cause whatsoever save and except the expected risks as defined in sub-clauses of Clause 12, the contractor shall at his own cost repair and make good the same, so that on completion the works shall be in good order and condition in conformity to every respect with the requirements of the contract. The contractor shall also be liable for any damage to the works occasioned by him including his subcontractors in the course of any operations carried out by him for the purpose of completing any outstanding work and complying with his obligations under clause 33 hereof. In case of failure on the part of the contractor the damage/ loss/ injury shall be made good by the client at the risk and cost of the contractor.

8. Force Majeure:

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

9. Contractor's Superintendence

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

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

The Contractor shall ensure his presence at site all times during working hours throughout the course of the Contract or depute a Competent representative who shall be empowered to receive instructions from the Engineer - in- Charge in respect of all matters likely to arise in connection with the execution & coordination of the works at the site Contractor's Representative shall have the power to take joint measurement and sign the measurement books / bills. Any direction, explanations, instructions or notices given by the Consultant/ Engineer-in-charge to such representative shall be held to be given to the Contractor. In case of absence of said Representative other alternative representative

should also be mentioned having same powers.

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

(c). Contractor's Employees

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

(d). Removal of Contractor's Employees

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

(e). Unauthorized Persons

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

10. Compliance with Statutes, Regulations, Etc.

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

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

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

11. Setting out

The contractor shall be responsible for the true and proper setting-out of the Works in relation

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

12. Quality of Materials, Workmanship and Test

- (a). All the materials used in the work shall be subjected to the mandatory tests as prescribed in the specifications detailed in Schedule F of the General Condition of Contract and other specifications referred to in the contract and workmanship shall be the best of the respective kinds described in the Contract and in accordance with the Engineer-in-charge / Consultant's instructions and shall be subjected from time to time to such tests as the Engineer-in-charge / Consultant may direct at the place of manufacture or fabrication or on the Site or at an approved testing laboratory. The source of supply and / or manufacturing within/ out side India may be inspected by the Engineer-in-charge/ Consultant/ any representative as nominated by the client. The expenditure on this account is deemed to be included in the rate quoted.

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

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

(b). Samples

- i) All samples of materials and /or items of works in adequate numbers, sizes, shades & pattern as per specifications shall be supplied free of charge by the contractor without any extra charge. All other expenditure required to be incurred like conveyance for taking the samples for testing at the laboratory, packing, etc, shall be borne by the contractor. If the test results do not confirm to the specifications and standards laid down, the materials shall be rejected, the contractor shall remove such materials from site. The laboratory for testing of samples shall be decided by the Engineer – in charge, whose decision shall be final and binding.
- ii) Contractor shall submit Samples to the Engineer-in-charge/Consultant for approval. If certain items proposed to be used are of such nature that samples cannot be presented or prepared at the site, detailed literature / test certificate of the same shall be provided instead to the satisfaction of the Engineer-in-charge /Consultant. Each

Sample will be identified clearly as to material, Supplier, pertinent data such as catalogue numbers and the use for which intended and otherwise as the Engineer-in-charge /Consultant may require to review the submittals for the limited purposes required by paragraph (d) below. The numbers of each sample to be submitted will be as specified in the Specifications, or as shall be specified by the Engineer-in-charge/Consultant.

iii) Submittal Procedures

- (a). Before submitting each Sample, Contractor shall have determined and verified all materials with respect to intended use, fabrication, shipping, handling, storage, assembling and installation pertaining to the performance of the Work and All information relative to Contractor's sole responsibilities in respect of means, methods, techniques, sequences and procedures of construction and safety precautions and programmes incident thereto.
- (b). Each submittal will bear a specific written indication that Contractor has satisfied Contractor's obligation under the Contract Documents with respect to Contractor's review and approval of that submittal.
- (c). At the time of each submission, contractor shall give the Engineer-in-charge/ Consultant specific written notice of such variations, if any; that the sample submitted may have from the requirements of the contract document. Such notice shall be separate from the submittal and in addition shall cause a specific notation to be made on each sample submitted for review and approval of each such variation

iv) Review and Approval:

- a. Sample shall be reviewed and approved only to determine if the items covered by the submittals will, after installation or incorporation in the work, conform to the information given in the contract documents and be compatible with the design concept of the completed project functioning as a whole as indicated by the contract documents, drawings.
- b. Review and approval will not extend to means, methods, techniques, sequences or procedures of construction. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. Contractor shall make corrections required by Engineer-in-charge/Consultant and shall submit as required new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for and by the Engineer-in-charge/ Consultant on previous submittals.
- c. Above referred review and approval Samples shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Document unless Contractor has in writing called the Engineer-in-charge/Consultant's attention to each such variation at the time of submission as specified above and received written approval of each such variation by specific written notation thereof incorporated in or accompanying the Sample approval; nor will any approval by Engineer-in-charge / Consultant relieve Contractor from responsibility for complying with the requirements of contract.
- d. Only when the samples are approved in writing by the Consultant, the contractor shall proceed with the procurement and installation of the particular

material / equipment. The approved samples shall be signed by the Consultant for identification and shall be kept on record at site office until the completion and acceptance of the work and shall be available at the site for inspection / comparison at any time. The contractor shall keep with him a duplicate of such samples to enable him to process the matter.

- e. For items of works where the samples are to be made at the site, the same procedure shall be followed. All such samples shall be prepared at a place where it can be left undisturbed until the completion of the project.
- f. The Engineer-in-charge shall communicate his comments / approval to the Contractor to the samples at his earliest convenience. Any delay that might occur in approving of the samples for reasons of its not meeting with the specifications or other discrepancies, inadequacy in furnishing samples of best qualities from various manufacturers and such other aspects causing delay on the approval of the materials / equipment's etc., shall be to the account of the contractor. In this respect the decision of the Engineer-in-charge shall be the final.
- v) On delivery of the supplies of materials for signage works at the site, the contractor shall specifically arrange to get the supply inspected by the Engineer-in-charge /Consultant and compared with the approved sample and his specific obtained before using the same in the work.

13. Absence of Specifications

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

14. Obtaining Information's related to Execution of work

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

15. Access for Inspection

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

16. Examination of Work before covering up- Not Applicable

17. Assignment

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

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

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

18. Claims

The contractor shall submit to the Engineer-in-charge monthly statement giving full details of claims for any additional payments for extra or additional / substituted work ordered by the Engineer-in-charge /Consultant which he has executed during the preceding month, to which the contractor may consider himself entitled supported with analysis of rates being claimed.

19. Secured Advance

- I. Secured advance on materials, which are admissible as per Clause 10 (B) (i) of the General Conditions of Contract and brought to site for use in the work, shall be paid only after:
 - a. Receipt of satisfactory test result from the laboratory.
 - b. Engineer in charge has personally verified that the material brought at site of work for use in the work conforms to the sample approved by him.
- II. Secured advance shall be shall be recovered according to consumption of material in the work. Contractor shall have to sign an Indenture Bond before release of the advance.
- III. The materials shall virtually stand Hypothecated to Client/HLL but contractor shall be fully responsible for watch & ward/ security of materials for which Secured Advance has been paid by client/HLL.
- IV. Any infringement and / or breach of the above specifications and conditions etc, shall render the contractor liable to action under various clause of the contract and such action as stipulated in the conditions therein.

20. (a) Inspection & Testing during manufacture

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

(b) Dates for Inspection & Testing

The dates of Inspection & Testing shall be mutually agreed by the Engineer-in-charge / Consultant and the contractor.

(c) Facilities for Testing at Manufacturer's Works

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

(d) Certificate of Testing

As and when fabrication materials shall pass the tests referred in this clause, the Engineer-in-charge /Consultant shall furnish to the contractor a certificate in writing to that effect.

(e) Rejection

If as a result of such inspection, examination or test of the works (other than a Test on Completion the Engineer-in-charge /Consultant shall decide that such material is defective or not in accordance with the contract he shall notify the contractor accordingly stating in writing his observations and reasons thereof. The contractor shall with due diligence make good the defect and ensures that the material complies with the Contract. Thereafter, if required by the Engineer-in-charge/Consultant, the tests shall be repeated under the same terms and conditions till satisfactory results are made available.

(f) Delivery of Materials

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

(g) Inspection & Testing and Re-inspection

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

(h) Inspection Reports

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

21. Physical and Virtual Completion of Work

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

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

22. Provisional Acceptance and Certificate of completion**(a) Provisional Acceptance and Issue of Certificate of Physical Completion of work**

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

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

(b) Certificate of Final Completion

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

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

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

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

OR

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

OR

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

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

- 23.** The contractor shall give performance test of the entire work as per standards specifications before the work is finally accepted and nothing extra whatsoever shall be payable to the contractor for the tests.
- 24.** The contractor shall maintain in perfect condition all works executed till the completion of the entire work allotted to him. Where phased handing over of completed portion of the work is required by the Engineer – in – charge, the provisions mentioned for completion of entire work will apply to each phase.

25. Defect after completion

(a). General

Any defect, shrinkage, settlement or other faults that may appear within the “Defects Liability Period” which in the opinion of the Client / Engineer-in- charge/ Consultant are due to materials or workmanship not in accordance with the contract, shall be rectified as per the directions in writing of the Client / Engineer-in- charge/ Consultant to the Authorized representative of the contractor within such reasonable time as shall be specified therein by the contractor, at his own cost. In case of default, the Client / Engineer-in-charge /Consultant/ may employ any person’s to amend and make good such

defects, shrinkage, settlements or other faults and all expenses consequent thereon or incidental thereto shall be borne by the contractor. Such damages, losses and expenses shall be recoverable from the bills due or may be deducted from any money due to or that may become due to the contractor. If no amount is available to the credit of contractor, the Client / Engineer-in-charge/Consultant/ may recover the amount from the dues of the contractor with any other government/department.

(b). Execution of work of repair etc.

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

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

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

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

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

26. Works by Other Agencies

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

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

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

27. Dues not paid by the Contractor

The contractor shall pay all dues or fees to Statutory authorities and Electric and Water supply authorities & Lift licensing authority etc. within due period and indemnify the Client and the Engineer-in-charge /Consultant from any claims or compensations or penalties or damages arising out of non-payment of any such dues or fees. However, in case some dues or fees are not

paid by contractor / and or claims for compensations or penalties etc. are raised by the Statutory authorities, the Client may deposit the required amount or any or all of the above and recover or deduct the same from any money payable to the contractor by the Client or any other means available to the Client such as bank guarantee.

28. Urgent Repairs

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

29. Boreholes & Exploratory Excavation:- Deleted

30. Fossils, Etc.:- Deleted

31. Plant Temporary Works & Materials: Deleted

32. Operations and Maintenance Manual:- Deleted

33. Reports by Contractor

- (a.) The Contractor shall submit activity charts, indicating the duration of various subheads of the work, for the complete work within 15 days of award of work for approval by the Engineer - in- Charge /Consultant. On the basis of approved bar charts contractor shall submit Progress Charts by the 4th day of every month.
- (b.) The Contractor shall submit Monthly Progress Report in triplicate in format approved by Engineer-in-charge /Consultant. Failure to submit reports may result in holding up or delay in Payment of bills.
- (c.) **Monthly Progress Photographs:-** The Contractor shall arrange at his own cost to maintain a progress record of the works by taking postcard size colour photographs (preferably digitized photographs) 6 Nos. or more per month per block as directed by the Engineer-in-charge / Consultant during the constructions stages and after completion and shall supply three sets at no extra cost. The Contractor will be required to submit monthly reports on the progress of his work as per the format approved by the Engineer-in-charge /Consultant.
- (d.) The Contractor shall prepare Weekly Reports of planned and actual progress of work and subsequent week's scheduled work. These will also include material procurement status. These reports shall be submitted to the Engineer-in-charge /Consultant & shall be reviewed in Weekly Co-ordination Meetings.
- (e.) The Contractor shall file daily category-wise labour report to the Engineer-in- charge / Consultant. The report shall indicate scheduled requirement against actual strength.
- (f.) The contractor shall maintain daily weather record. Daily maximum and minimum temperature and corresponding, humidity shall be recorded and charted. Rainy days shall be

recorded when the rain lasting more than one hour hampers the work. Any other inclemency in weather shall be recorded. The records shall be regularly shown to the Engineer-in-charge /Consultant and his signature obtained.

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

35. Technical Examination

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

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

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

36. Miscellaneous

(a.) Safety Regulations

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

(b.) Labour Laws

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

(c.) By-Laws of Statutory Authorities

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

(d.) Tax Deduction at Source

All Taxes and surcharge as applicable on date shall be deducted from the amount due to

the Contractor towards the value of the work done. TDS certificate thereof shall be issued to the Contractor.

(e.) General Lighting and Securities

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

(f.) Delay in starting the work

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

(g.) Site instruction book

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

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

37. Co-ordination Meetings

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

38. Site Management:

(a) Contractor's Working Area

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

Before commencement of the work, the contractor shall obtain approval of the Engineer-in-charge the location of cement godown, steel stacking and fabrication yard, site office and shall from time to time take instructions from the Engineer – in- charge regarding collection

and stacking of materials at the site.

No excavated earth or building material shall be stacked on areas where other buildings, roads, services or compound wall or any other structure are to be constructed.

(b) Contractor's Temporary Structures

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

(c) Contractor's Labour Camp

The Contractor shall make arrangements at his own expense for labour camp / accommodation for labour and staff to be employed for execution of the work and their conveyance to Site. No workers/ staff shall be allowed to stay within the Site except with the specific approval of the Engineer-in-charge/Consultant /Client. Proper ID Cards shall be got approved /authorized by the contractor from the Engineer-in-charge/ Consultant / Client to authorise the Contractor's staff and workers to enter the Site.

(d) Procurement of Various Materials

The Engineer-in-charge/Consultant / Client will not supply any materials required for execution of the Works under this Contract. The Contractor must, therefore, make his own arrangements for timely procurement of various materials including steel and cement. Prior approval of each and every material including steel cement, aggregate, bricks etc or any other fittings & fixtures shall be taken by the contractor from the Engineer-in-charge / Consultant. Samples for all the materials to be used in the work shall be got approved from Engineer-in-charge /Consultant before their bulk procurement. Samples approved shall be kept in the sample room till the completion of the work. However in case of delay in procurement of various materials by the contractor resulting into likely delay in completion of work, the Engineer-in-charge /Consultant /Client may procure the required materials directly and the cost of the same will be recovered from the contractor.

(e) Water Supply & Power Supply

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

(f) Site office:- Deleted

(g) Temporary Fencing:- Deleted

(h) Deleted

(i) Restriction in work areas.

- (a). The contractor must see the site of the work, its approaches carefully before tendering, No claim of any sort shall be entertained on account on account of any site conditions. If any approach from main road is required or existing approach is to be improved and maintained, for cartage and materials by the contractor, the same shall be done by the contractor his own cost.

- (b). Some restrictions may be imposed by the Hospital authorities or its security staff etc. On the working and/or movement of labour, materials etc. The contractor shall be follow all such restrictions / instructions and nothing shall be payable on this account.
- (c). In case the contractor is not permitted to erect the huts for labour at the site of work, the contractor will have to make his own arrangement to provide such accommodation elsewhere and nothing extra shall be paid for this.
- (d). The contractor shall obtain approval of the Hospital authorities to erect the hutments for labour etc. at the site of work; denial of approval shall not affect the construction activities.
- (e). The contractor shall take all precautions to avoid accidents by exhibiting necessary caution boards such as day and night boards, speed limit boards, red lights and providing barriers. He shall be responsible for all damages and accidents caused due to negligence on his part. No hindrance shall be caused to traffic during the execution of the work.

39. Payment of water charges in connection with water used for construction purpose and for drinking purpose by the contractor's labour.:- Deleted

40. Statutory Requirements/ Approvals:- Deleted

41. Compliance of Statutory Obligations for obtaining completion Certificates:- Deleted

SECTION - 2**TECHNICAL SPECIFICATIONS OF CONTRACT**

**Up-gradation of Jawaharlal Nehru Medical College, Aligarh Muslim University,
Aligarh (U.P) under PMSSY-II
“Package-3: Signage (Internal & External)”**

1. Scope of Work

The scope of work comprises of signage (Internal & External) for Up-gradation of Jawaharlal Nehru Medical College, Aligarh Muslim University, Aligarh (U.P) under PMSSY-II works etc.

The scope of work also includes design, supply of signage (Internal & External), preparation of samples of signage (Internal & External) etc. for approval before installation by Engineer in Charge.

2. The work shall in general conform to the Latest CPWD Specifications for the works with up to date correction slips, as applicable, and, Technical Specifications included in the tender documents, wherever applicable. Wherever any aspect of design / construction / material standards is not covered under the above mentioned specification, relevant standards shall be referred to in the order of precedence which shall be as follows. In the case of discrepancy between the Schedule of Quantities, the Specifications and /or the Drawings, the following order of preference shall be observed –
 - a. Description of Schedule of Quantities
 - b. Particular specification and Specific Condition, if any.
 - c. Drawings
 - d. CPWD Specifications
 - e. Indian Standard Specifications of BIS/ NBC/ IRC/ BS/ ASTM/ DIN

3. SIGNAGE (INTERNAL & EXTERNAL)

- a. The scope of the work includes preparation of the shop drawings (based on the architectural drawings), fabrication, supply, installation and protection of the Signage, till completion and handing over of the work.
- b. The item of work for the respective signage shall be conforming to BOQ. However the rate shall cover all operations, fabrications and their installations and materials required for finished product and nothing extra shall be payable on this account.
- c. The signage work shall be got executed through specialized fabricator having experience of similar works. The Contractor shall submit the credentials of such fabricator for the approval of the Engineer-in-Charge.
- d. The Contractor has to submit the Design, Size and installation procedure along with samples to Engineer-in-Charge for approval. Approved samples will be kept at site till the whole work is completed. Engineer-in-Charge has right to modify the design of the approved samples also

during the entire period of the contract without change in rates etc. and contractor is bound to follow these written instruction/changes in design/size etc. from Engineer-in-Charge.

- e. The typical patterns shown in the Bill of Quantities are only indicative. The Contractor shall submit shop drawings, for approval of the Engineer-in-Charge, for fabricating signage with detailing of frame work, if any, along with the fixing details. The details of the signage including location, etc. shall be shown in the shop drawings.
- f. The Contractor shall procure and submit to the Engineer-in-Charge, samples of various materials for the signage work, for approval. After approval of samples, the Contractor shall prepare sample(s) for approval of Engineer-in-Charge. The material shall be procured and the mass work taken up only after the approval of the mock up by the Engineer-in-Charge. The mock-up shall be dismantled and removed by the contractor as per the directions of the Engineer-in-Charge. Nothing extra shall be payable on this account.
- g. The finished surface shall be free of any defects like dents, waviness, scratches, stains etc. and shall have uniform finish. Any defective work shall be rejected and redone by the Contractor at his own cost. The finished surface shall therefore be protected using protective tape which shall be removed at the time of completion of the work. The surface shall then be suitably cleaned using nonabrasive approved cleaner for the material. Nothing extra shall be payable on this account.
- h. The item includes the cost of all inputs of labour, materials, T & P other incidental charges, wastages etc. The items also included providing and fixing with stainless steel anchor fasteners or other suitable arrangement for fixing the signage.
- i. The item includes the cost of all inputs of labour, materials, T&P, other incidental charges, wastage etc. The entire work shall be carried out to the satisfaction of Engineer-In-Charge.
- j. External Signage
 - i. The electrical power supply points, if required, for operation of the signage shall be provided by the Client.
 - ii. The contractor shall submit the design for the support structure, including foundations, if required, for the approval of the Engineer in Charge and nothing extra shall be paid to the contractor in this account.