

E.GENERAL GUIDELINES (GG)

1. MARKING BASE LINES AND LEVELS

The Contractor shall layout his work from base lines and grades established by the Institute, and shall be responsible for all measurement in connection therewith. The Contractor shall at his own expense furnish all stakes, template, platforms, equipment, ranges and labour that may be required in setting or laying out any part of the work, the Contractor shall be held responsible for the proper execution of the work to such lines and grades as may be established or indicated on the drawings and specifications. The Contractor shall check the bench marks and benches existing at the site for laying out lines and levels. The Contractor is to construct and maintain proper benches at the intersections of all main walls, in order that the lines and levels may be accurately checked at all times. The Contractor shall provide suitable stones with flat tops and built the same in concrete for temporary bench marks. All the pegs for setting out the works and fixing the necessary levels required for the execution thereof shall, if desired by the Engineer-in-charge, likewise be built in masonry at such places and in such mortar as the Engineer-in-charge may determine. Theodolite, levels, prismatic compass, chain, steel and metallic tapes and all other surveying instruments found necessary on the works shall be provided by the Contractor for their own use and for inspection by Departmental officers.

2. STORES & MATERIALS, INSPECTION AND AVOIDING INCONVENIENCE TO INSTITUTE ACTIVITIES

Stores and material required for the work are to be stored by the Contractors only in places to be indicated by Engineer-in-charge. The Engineer-in-charge shall have the right at any time to inspect and examine any store and materials intended to be used in or on the works on the site or at any factory or workshop or other places where such stores or materials are being constructed or manufactured or processed or any place from where they are being obtained and the Contractor shall give such facilities as required to be given for such inspection and examination.

The Engineer-in-charge shall be entitled to have tests made at any approved Laboratory for any stores and/or materials supplied by the Contractor who shall provide at his own expense all facilities (viz.,) arrangements required for taking samples, conveyance, packing, etc., which the Engineer-in-charge may require for the purpose. Testing charges shall be borne by the Institute. Any stores and materials brought to the site for use on the work shall not be removed off the site without prior written approval of the Engineer-in-charge, but on final completion of the work Contractor shall at his own expense remove from the site all surplus stores and materials originally brought by him.

The Contractor shall not deposit materials on any site which will cause inconvenience to any of the Departmental activities. The Contractor shall undertake to clean the site free from rubbish to the satisfaction of the Engineer-in-charge. All surplus materials, rubbish and materials which may be dangerous/ cause inconvenience to the activities of the Department/Institute shall be removed at the Contractor's cost and deposited at the places fixed by EIC.

3. SPECIFICATIONS AND DRAWINGS

The drawings furnished to the Contractor shall be interpreted and identified by figured dimensions and nomenclature as indicated therein. On no occasion the drawings shall be scaled off and transferred to work. In all cases where enlarged detailed drawings are given for any component of work, these drawings shall take precedence over those incorporated in general drawing to a comparatively smaller scale.

- a) Prior to the execution of the work, the contractor shall check all drawings, specifications and shall immediately report all errors, discrepancies and/or omissions discovered therein to the Engineer-in-charge and obtain appropriate orders on the same. Any adjustment made by the Contractor without prior approval of the Engineer-in-charge shall be at his own risk, each description of item in the schedule of quantities shall be read in conjunction with the relevant drawings and the specifications and the Contractor's rate shall be deemed to be for such complete work unless otherwise specified by the Contractor while tendering.

- b) Cost of all shop drawings, fabrication drawings or form work drawings and details to be furnished by the Contractor shall be deemed to be included in his tendered rates for the work. Accordingly approval to shop drawings or other fabrication drawings shall not be construed as authorizing award of additional work and as long as these belong to common individual scheme governed by specifications for which the Contractor has already quoted, no extra payment on any account will be admissible for all essential components that are to be necessarily executed to complete the work in all respects.
- c) Prior to submission for approval, the Contractor shall be responsible for thoroughly checking all drawings to ensure that they comply with the intent and requirements of the contract specifications and that they fit with the over all building layout. Drawing found to be inaccurate or otherwise in error will be returned for correction by the Contractor.
- d) For all drawings to be submitted by the Contractor for the approval of the Engineer-in-charge, the Contractor shall submit 6 (six) copies of each drawing for approval.
- e) The approval of drawing by the Engineer-in-charge shall not be construed as a complete dimensional check, but will indicate only that the general method of construction and detailing is satisfactory. The contractor shall be totally responsible for the dimensions and design, safety of the system evolved inclusive of providing interconnected operational accessories adequate enough to accomplish satisfactory completion of work.
- f) In case of difference between drawings and specifications, the specifications shall govern. Anything mentioned in the specification and not shown in the drawings or shown on the drawings but not mentioned in the specifications shall be like effect as if shown or mentioned in both.

4. SEQUENCE OF WORK

The sequence of work shall be generally as decided by the Engineer-in-charge taking into consideration other connected works.

5. CO-ORDINATION WITH OTHER CONTRACTORS

Contractor shall extend all co-operations to the other Contractors executing the work, who might be working at the site.

6. INSPECTION OF WORK

The work shall be carried out under the directions of the Engineer-in-charge in addition subject to inspection by the representative appointed by Engineer-in-charge to ensure strict compliance with the terms, specifications and conditions of the contract. Any failure on the part of the Engineer-in-charge or his representative during the progress of inspection of work to discover any defective work or to reject materials not upto standards shall not be deemed to have been accepted and should not be construed as waived. Any defects noticed either during the period of construction or after the completion upto a period of 12 months from the date of completion, the Contractor is liable to carry out all repairs/rectifications at his/ their own cost to the satisfaction of the Department. Further in the event of the Contractor using substandard/inferior quality of materials which at future date is not susceptible to replacement, for structural reasons or otherwise and if concurrence is given for retention of such structure, the Engineer-in-charge will have necessary authority to recover a proportionate sum decided as per his discretion. In case the structure with the use of substandard or inferior material cannot be retained in the work as per the opinion of the Engineer-in-charge, portion or portions of such structure/work shall be dismantled and replaced new by the Contractor at his own cost. Partial or entire occupancy of the premises shall not be construed as the acceptance of the work or materials incorporated in the work. No changes whatsoever to any provision of the specification shall be made without written authorized from the Engineer-in-charge.

7. MEASUREMENT

Where mode of measurement is not specified the measurements will be taken at site as per latest IS code of practice for measurements. The Contractor or his representative shall accompany the Engineer-in-charge or his representative when required to do so and assist in

taking the measurement and shall agree to the measurements recorded on the spot. The measurements for all works in general shall be measured as per the dimensions.

All measurements shall be taken with steel tapes only. Necessary scaffolding, staging and ladders required for taking measurements shall be provided by Contractor at his cost, besides offering service of labourers for taking such measurements.

If the Contractor fails to accompany the Engineer-in-charge or other persons who have been duly authorised by the Engineer-in-charge to take measurements then he should be bound by the Measurements recorded by the Engineer-in-charge or his representative.

8. MAKE AND OTHER DETAILS OF MATERIALS

The Contractor shall furnish a list of the makes and other details of various materials he proposes to use on the work and this would be subject to the approval of the Institute.

9. SAMPLES

Samples of all materials to be incorporated in the work shall be submitted to the Engineer-in-charge for his approval without claiming any extra cost. The approved samples will be kept with the Engineer-in-charge till the completion of work. Materials not conforming strictly to the samples are liable to be rejected.

10. NO DAMAGE TO DEPARTMENT/INSTITUTE PROPERTY

No damage should be done to the property of the Department to the buildings or trees and if any damage so done, the Contractor is responsible for making good the loss according to the decision taken by the Engineer-in-charge.

11. SAFETY PROVISIONS/ CONTRACTOR TO BEAR THE EXPENSES IN CONNECTION WITH ACCIDENTS, IF ANY

The Contractor shall provide all necessary fencing lights required to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or other proceedings which may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such actions or proceedings to any such persons or which may with the consent of the Contractor be paid to compromise any claim by any such person.

12. SECURITY REGULATIONS TO BE FOLLOWED

The Contractor have to follow strictly the regulations of the Department/Institute at the work site regarding entry of personnel, materials etc. and any other regulation that might be enforced from time to time. Contractors personnel/ workers should possess valid passes and should produce the passes to Security Department authorities when demanded. Contractors personnel/workers should not enter the Departmental premises, other than those for which the passes are issued and also should not enter after/before working hours without obtaining prior approvals. Any person found in the Departmental premises without authorized passes during, before or after working hours is liable for actions as per the Departmental procedures and rules.

All materials and articles brought by the Contractor to the work site shall have to be declared at the security gate. Similarly no materials shall be taken out from the Departmental premises without proper gate pass which will be issued/ caused to be issued by the Engineer-in-charge to the Contractor on written request. It is to be noted that loading of Contractor materials in vehicles and truck shall be done in the presence of Departmental personnel. The Contractors representative will have to escort the materials till the security check is over.

For working on Sundays, Holidays and late hours, even though permission will be accorded by the Engineer-in-charge the Contractor will have to make application to the Security Department also and keep them informed well in advance.

Any breach of above security regulations and rules in force from time to time will be viewed seriously. No claim whatsoever will be entertained by the Department on account of observance of Security Regulations.

13. SUBCONTRACTING

Subcontracting as a matter of rule not allowed.

However, if it is inevitable in special cases, the Contractor shall within fifteen (15) days after the date of award of this contract notify the Engineer-in-charge in writing of the names of all Sub-Contractor proposed for the work and the extent and character of the work to be done by each. The employment of any Sub-Contractor will be subjected to the approval of the Engineer-in-charge. If for any reason, at any time during the progress of work the Engineer-in-charge determines that any Sub –Contractor is incompetent or undesirable he will notify the Contractor accordingly and the Contractor shall take steps immediately to cancel such Sub-Contractor. Sub-letting by such contract shall be subjected to same regulations. Nothing contained in this contract shall create any contractual relation between any Sub-Contractor and the Department and the Contractor shall be entirely responsible for all the work included in the contract whether executed by him or through his Sub-Contractors. In particular it may be noted that the Contractor shall obtain steel doors and windows from a reputed manufacturer and before placing order for these, the Contractor shall obtain the concurrence of the Institute for the agency from whom he proposes to obtain steel doors and windows.

14. ANALYSIS OF RATES QUOTED

The contractor when called for by the Institute should furnish detailed analysis in support of the rates quoted by him against each item of the tender. The Institute reserves the right to utilize the analysis thus supplied in settling any deviations or claims arising on this contract. An allowance of 15% towards Contractors overheads and profits will be considered while determining the rate/rates on the costs of prevailing market rates as per clause 12 of general conditions of the contract.

15. POWER OF ATTORNEY HOLDERS NOT TO BE PERMITTED FOR EXECUTION OF WORKS.

It may be noted that the original Contractors on whom the work order is issued only shall carry out the work directly and they will not give any power of attorney for execution of the work for any one else. As a special case, in case of partnership firm, one of the partners can carry out the work with due authorization, provided the partnership deed is to be submitted to the Institute. Similarly, in case of a Construction Company, Private Limited Company, Public Limited Company only the authorized signatory of the Company shall act and carry out the work. All such proposals must be made clear by the tenderer while submitting the tender itself and get it specifically approved by the Institute. In case, during the execution if the Engineer-in-charge feels that the authorized signatory/authorized representative is not able to manage works, the authorized signatory/representative can be removed by the Engineer-in-charge.

16. PUBLICITY OF WORKS EXECUTED FOR INSTITUTE

The Contractor / Sub-Contractor shall obtain prior written permission of the Institute whenever they propose to mention the work executed or being executed for the Institute in any of their publicity literature advertisements. The text of the publicity literature advertisement should be submitted while applying for permission.

17. NO INTEREST FOR DELAYED PAYMENTS

Wherever the time limits are specified in the General Conditions of Contract and other parts of the Contract, for payments and releasing of bank guarantee etc., by Institute, Institute will not pay any interest for delay, if any, beyond the stipulated time limits, caused due to unavoidable official reasons.