NOTICE INVITING TENDER

Electrical works for Open Air Theatre (OAT) of Indira Gandhi Medical College and Research Institute at Kadirkamam, Puducherry.
Note:

(i) The rate should be quoted only in the enclosed schedule of quantities (Schedule A)

(ii) All the documents, as received should be returned without any alteration.

(iii) In case of downloading, the EMD and cost of tender should be placed in one sealed cover. The financial bid should be placed in a separate sealed covers both the covers should be placed in a single sealed cover, name of work clearly written on envelope.

(iv) The tender document should reach to this office as per the scheduled date & time. Postal delay / courier delay will not be accepted.

(v) All the pages of the tender document should be signed and returned without any alteration.
NOTICE INVITING TENDER

Tender for the work: “Electrical works for Open Air Theatre (OAT) of Indira Gandhi Medical College and Research Institute at Kadirkamam, Puducherry”

This tender document contains: ........ Pages only

Estimate cost put to Tender: Rs.6,87,137/-
Earnest Money deposit: Rs.13,743/-
Issued to Thiru/M/s:
Date of Tender: 17.04.2013 at 4.00 PM

EXECUTIVE ENGINEER-ELECTRICAL
IGMC&RI

Date of application for Tender: :
Date of receipt of application: :
Date of issue of Tender: :
Class of Contractor: :
Receipt Number: :

EXECUTIVE ENGINEER-ELECTRICAL
IGMC&RI
NOTICE INVITING TENDER

1. Item rate tenders are invited on behalf of the Indira Gandhi Medical College and Research Institute from the eligible contractors / firm for the work “Electrical works for Open Air Theatre (OAT) of Indira Gandhi Medical College and Research Institute at Kadirkamam, Puducherry.”.

1.1 The estimated cost of the work is Rs. 6,87,137/- This estimate cost, however, is given merely as a rough guide.

1.2 Tenders will be issued to eligible contractors / firm provided they produce definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude specified below: -.

Criteria of eligibility for issue of tender documents:

1. Three similar works, each of value not less than 40% of the estimated cost put to tender or Two similar works, each of value not less than 50% of the estimated cost or One similar work of value not less than 80% of the estimated cost, all amounts rounded off to a convenient full figure, in the last 7 years ending on the last day of the month previous to the one in which the tenders are invited.

2. Agreement shall be drawn with the successful tenderer on prescribed Form of General conditions of contract available with this tender document. Tenderer shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.

3. The time allowed for carrying out the work will be 3 (Three) Months from the tenth day after the date of written orders to commence the work or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.

4. The site for the work is available.

5. Receipt of applications for issue of forms will be stopped by 4.00 P.M. on 17.04.2013

   i) Rs. 500/- plus VAT in cash as cost of tender.

6. The tender document in prescribed form duly completed and signed should be submitted in two sealed cover system. The sealed cover superscribed the work - Construction of “Electrical works for Open Air Theatre (OAT) of Indira Gandhi Medical College and Research Institute at Kadirkamam, Puducherry.” shall be received by the Executive Engineer- Electrical, IGMC&RI Puducherry or his authorized representative upto 3.30 PM on 17.04.2013 Earnest Money of Rs.13,743/- in Receipt Treasury Challan / Deposit at Call receipt of scheduled bank/fixed deposit receipt of a scheduled bank/demand draft of a scheduled bank issued in favour of the “IGMC&RI- Security Deposit” When amount of earnest money is more than Rs. 5 lakhs, part of the earnest money is acceptable in the form of bank guarantee also. In such case, minimum 50% of the earnest money (but not less than Rs. 5 lakh) or Rs. 25 lakh, whichever is less, will have to be deposited in shape prescribed above.
For balance amount of earnest money, bank guarantee will also be acceptable. The sealed tender document will be received up to 3.30 PM on **17.04.2013** and the same will be opened by the Executive Engineer-Electrical, IGMC&RI, Puducherry or his authorized representative in his office on **17.04.2013** at 4.00 P.M.

7. The contractor shall be required to deposit an amount equal to 5% of the tendered value of the work as performance guarantee in the form of an irrecoverable bank guarantee bond of any scheduled bank or State Bank of India in accordance with the form prescribed or in cash or in the form of Govt. security, fixed deposit receipt etc. as in the case of recovery of security deposit within prescribed number of days of the issue of letter of acceptance. This period can be further extended by the Engineer – in – Charge up to a maximum period of prescribed number of days on written request of the contractor.

8. The description of the work is as follows: -

**“Electrical works for Open Air Theatre (OAT) of Indira Gandhi Medical College and Research Institute at Kadirkamam, Puducherry”** Copies of other drawings and documents pertaining to the works will be open for inspection by the tenderers at the office of the above-mentioned officer.

9. Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the IGMC&RI and local conditions and other factors having a bearing on the execution of the work.

10. The competent authority on behalf of IGMC&RI does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed conditions is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected. The competent authority also reserves its right to allow to the Central Government public sector enterprises, joint venture with CPSE holding 51 % equity or more, a purchase preference with reference to the lowest valid price bid were the quoted price is within 10% of such lowest price in a tender other things being equal in case of tenders/quotations whose date of receipt is upto ............... subject to the estimated cost being of Rs. Five Crores and above. The Public Enterprises who avail benefits of the purchase preference should be subjected to adequate penalties for cost overruns etc.

11. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
12. The competent authority on behalf of IGMC&RI reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.

13. The contractor shall not be permitted to tender for works in the IGMC&RI (responsible for award and execution of contracts) in which his near relative is posted as Divisional Accountant or as an officer in any capacity, between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall, also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the IGMC&RI. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this society.

14. No Engineer of gazette rank or other gazetted officer employed in Engineering or Administrative duties in IGMC&RI is allowed to work as a contractor for a period of two years after his retirement from society service, without the previous permission of the Government of Puducherry in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of Puducherry as aforesaid before submission of the tender or engagement in the contractors service.

15. The tender for the works shall remain open for acceptance for a period of sixty days from the date of opening of tenders (financial bid). If any tenderer withdraws his tender before the said period or issue of letter of acceptance which-ever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the society, then the society shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money aforesaid.

16. This notice inviting tender shall form a part of the contract document. The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work sign the contract consisting of:

a) The notice inviting tender, all the documents including additional conditions, specifications and drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

b) Standard Form for general conditions of contract

17. For Composite Tenders

17.1.1 The tenderer must associate with himself agencies of the appropriate class eligible to tender for the other components individually.

17.1.2 It will be obligatory on the part of the tenderer to sign the tender documents for all the components. (The schedule of quantities, conditions and special conditions etc.,)

17.1.3 After the work is awarded, the contractor will have to enter into separate agreements for each component with the officers concerned.

17.1.4 The Executive Engineer-Electrical in charge of the major component will call tenders for the composite work. The cost of tender document and Earnest
Money will be fixed with respect to the combined estimate cost put to tender for the composite tender. Security Deposit will be worked out separately for each component corresponding to the estimated cost of respective component of works. The Earnest Money will become part of the security deposit of the major component of work.

17.1.5 On acceptance of the composite tender by the competent authority, the letter of award will be issued by the Executive Engineer-(Electrical) in charge of major component on behalf of the IGMC&RI, making it clear in the letter of award that the contractor will have to execute separate agreements for different components of work with the concerned officer of the respective discipline (Designation to be given).

Signature of Divisional Officer/
Sub divisional Officer

.................................................
For & on behalf of IGMC&RI
ITEM RATE TENDER & CONTRACT FOR WORKS

(A) Tender for the work of: - “Electrical works for Open Air Theatre (OAT) of Indira Gandhi Medical College and Research Institute at Kadirkamam, Puducherry”.

(i) To be submitted by 3.30 P.M on 17.04.2013 to Executive Engineer-Electrical IGMC&RI, Puducherry.

(ii) To be opened in presence of tenderers who may be present at 4.00 P.M on 17.04.2013, in the office of the Executive Engineer - Electrical, IGMC&RI.

Issued to: ..............................................................................................................................

(Contractor)

Signature of officer issuing the documents: .................................................................

Designation: .............................................

Date of issue .............................................
I/We have read and examined the notice inviting tender, schedule, A, B, C, D, E and F. Specifications applicable, drawings & designs, general rules and directions, conditions of contract, clauses of contract, special conditions, schedule of rates and other documents and rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the IGMC&RI within the time specified in Schedule 'F', viz., schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of Contract and with such materials as are provided for, by, and in respects in accordance with, such conditions so far as applicable.

We agree to keep the tender open for sixty (60) days from the date of opening of financial bid thereof and not to make any modifications in its terms and conditions.

A sum of Rs. ............. has been deposited in cash/receipt treasury, challan/deposit at call receipt of a scheduled bank/fixed deposit receipt of a scheduled bank/ demand draft of a scheduled bank as earnest money. If I/We, fail to furnish prescribed performance guarantee within prescribed period, I/We agree that the said Executive Engineer-(Electrical), IGMC&RI, Puducherry or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further If I/We, fail to commence the work as specified, I/we agree that Executive Engineer-(Electrical), IGMC&RI, Puducherry or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, upto maximum of the percentage mentioned in Schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived therefrom to any person other than a person to whom I/We am/are authorised to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated ....................... Signature of Contractor
Postal Address

Witness:
Address:
Occupation:
ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by IGMC&RI for a sum of Rs.............................. (Rupees..............................................................
................................................................................
................................................................................
................................................................................
................................................................................
................................................................................)

The letters referred to below shall form part of this contract Agreement:

i)

ii)

iii)

For & on behalf of the
IGMC&RI

Signature .............................

Dated .....................

Designation ..........................
General Rules & Direction

1. All works proposed for execution by contract will be notified in a form of invitation to tender pasted in public places and signed by the officer inviting tender or by publication in News papers as the case may be. 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 such successful tenderer and the percentage, if any, to be deducted from the bills. Copies of the specifications designs and drawings and any other documents required in connection with the work signed for the purpose of identification by the officer inviting tender shall also be open for inspection by the Contractor at the office of officer inviting tender during office hours.

2. In the event of the tender being submitted by a firm, it must be signed separately by each partner 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 authorising him to do so, such power-of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act 1952.

3. Receipts for payments made on account of work, when executed by a firm, must also be signed by all the 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 due authority to give effectual receipts for the firm.

4. Any person who submits a tender shall fill up the usual printed form, stating at what rate he is filling to undertake each item of the work. Tenders, which propose any alteration 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, including conditional rebates will be summarily rejected. No single tender shall include more than one work, but Contractors who wish to tender for two or more works shall submit separate tender for each. Tender shall have the name and number of the work to which they refer, written on the envelopes. The rate(s) must be quoted in decimal coinage. Amounts must be quoted in full rupees by ignoring fifty paise and less and considering more than fifty paise as rupee one.
5. The officer inviting tender or of his duly authorised assistant, will open tenders in the presence of any intending contractors 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 thereupon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned in Rule-1. In the event of a tender being rejected, the earnest money forwarded with such unaccepted tender shall thereupon be returned to the Contractor remitting the same, without any interest.

6. The officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.

7. The receipt of an accountant or clerk for any money paid by the Contractor will not be considered as any acknowledgement or payment to the officer inviting tender and the Contractor shall be responsible for seeing that he procures a receipt signed by the officer inviting tender or a duly authorized Cashier.

8. The memorandum of work tendered for and the schedule of materials to be supplied by the society and their issue rates, shall be filled and completed in the office of the officer inviting tender before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and incomplete, he shall request the officer to have this done before he completes and delivers his tender.

9. The tenderers shall sign a declaration under the officials Secret Act 1923, for maintaining secrecy of the tender documents, drawings or other records connected with the work given to them. The unsuccessful tenderers shall return all the drawing given to them.

10. In the case of item Rate Tenders, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected. Rates quoted by the Contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words, then the rates quoted by the contractor...
in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount. In event no rate has been quoted for any item(s), leaving space both in figure(s), word(s), and amount blank, it will be presumed that the contractor has included the cost of this/these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.

11. In the case of any tender where unit rate of any item/items appear unrealistic, such tender will be considered as unbalanced and in case the tender is unable to provide satisfactory explanation such a tender is liable to be disqualified and rejected.

12. All rates shall be quoted on the tender form. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the word 'Rs.' should be written before the figure of rupees and word 'P' after the decimal figures, e.g. Rs.2.15P and in case of words, the word, 'Rupees' should precede and the word 'Paise' should be written at the end. Unless the rates is in whole rupees and followed by the word 'only' it should invariably be upto two decimal places. While quoting the rate in schedule of quantities, the word 'only' should be written closely following the amount and it should not be written in the next line.

13. (i) The Contractor whose tender is accepted, will be required to furnish performance guarantee of 5% (Five Percent) of the tendered amount within specified period. This guarantee shall be in the form of Govt. Securities or fixed deposit receipt of any scheduled bank, guarantee bonds of any scheduled bank or State Bank of India.

(ii) The contractor whose tender is accepted, will also be required to furnish by way of Security Deposit for the fulfillment of his contract, an amount equal to 5% of the tendered value of the work. The Security deposit will be collected by deductions from the running bills of the contractor at the rates mentioned above and the earnest money if deposited in cash at the time of tenders, will be treated as a part of the Security Deposit. The Security amount will also be accepted in cash or in the shape of Government Securities. Fixed Deposit Receipt and of a Scheduled
Bank or State Bank of India will also be accepted for this purpose provided confirmatory advice is enclosed.

14. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-in-Charge shall be communicated in writing to the Engineer-in-Charge.

15. Sales-tax, purchase tax, turnover tax or any other tax on material in respect of this contract shall be payable by the Contractor and Government will not entertain any claim whatsoever in respect of the same. The work is covered under section 78 of Puducherry value added tax ordinances 2007. Hence the contractor is liable to pay a VAT at 3.2% of work done.

16. The contractor shall give a list of both gazetted and non-gazetted IGMC&RI employees related to him.

17. The tender for the work shall not be witnessed by a contractor or contractors who himself/themselves has/have tendered or who may and has/have tendered for the same work. Failure to observe this condition would render, tenders of the contractors tendering, as well as witnessing the tender, liable to summary rejection.

18. The tender for composite work includes in addition to building work all other works such as sanitary and water supply installations drainage installation, electrical work, horticulture work, roads and paths etc. The tenderer apart from being a registered contractor (B&R) of appropriate class must associate himself with agencies of appropriate class which are eligible to

tender for sanitary and water supply, drainage, electrical and horticulture works in the composite tender.
19. The contractor shall submit list of work which are in hand (progress) in the following form:

<table>
<thead>
<tr>
<th>Name of work</th>
<th>Name and particular where work is being executed</th>
<th>Value of work</th>
<th>Position of works in progress</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>2.</td>
<td>3.</td>
<td>4.</td>
<td>5.</td>
</tr>
</tbody>
</table>

20. The contractor shall comply with the provisions of the Apprentices Act, 1961, and the rules and orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of the contract and the Superintending Engineer / Executive Engineer-(Electrical) may in his discretion, without prejudice to any other right or remedy available in law, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.
CONDITIONS OF CONTRACT

Definitions

1. The **Contract** means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the IGMC&RI and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.

2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:-

   i) The expression **Works** or **Work** 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 contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.

   ii) The **Site** shall mean the land/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.

   iii) The **Contractor** shall mean the individual, or firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.

   iv) The **President** means the President of India and his successors.

   v) The **Engineer-in-charge** means the Engineer Officer who shall supervise and be in-charge of the work and who shall sign the contract on behalf of the IGMC&RI as mentioned in Schedule ‘F’ hereunder.

   vi) **Government** or **Government of India** shall mean the IGMC&RI.
vii) The term **Director General of works** includes Additional Director General and Chief Engineer of the Zone.

viii) **Accepting Authority** shall mean the authority mentioned in Schedule 'F'.

ix) **Excepted Risk** are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Government's faulty design of works.

x) **Market Rate** shall be the rate as decided by the Engineer-in-charge on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in Schedule 'F' to cover, all overheads and profits.

xi) **Schedule(s)** referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard schedule of Rates of the government mentioned in schedule 'F' hereunder, with the amendments thereto issued upto the date of receipt of the tender.

xii) **Society** means IGMC&RI which invites tenders on behalf of IGMC&RI as specified in schedule ‘F’.

xiii) **District Specifications** means the specifications followed by the State Government in the area where the work is to be executed.

xiv) **Tendered value** means the value of the entire work as stipulated in the letter of award.

Scope and Performance

3. Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.
4. Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

5. The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, Schedule of Rates and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.

6. The work to be carried out under the Contract shall, carried except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipments and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities (Schedule-A) shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognised principles.

7. The Contractor shall deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

8. The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.

8.1 In the case of discrepancy between the schedule of Quantities, the Specifications and/or the Drawings, the following order of preference shall be observed:-

i) Description of Schedule of Quantities.
ii) Particular Specification and Special Condition, if any.
iii) Drawings.
iv) CPWD Specifications.
v) Indian Standard Specifications of B.I.S.
8.2 If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.

8.3 Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.

**Signing of Contract**

9. The successful tenderer/Contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work sign the contract consisting of:

i) the notice inviting tender, all the documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

ii) Standard Form as mentioned in Schedule 'F' consisting of:

   a) Various standard clauses with corrections upto the date stipulated in Schedule 'F' along with annexures there to.

   b) CPWD Safety Code

   c) Model Rules for the protection of health, sanitary arrangements for workers employed by CPWD or its contractors.

   d) CPWD Contractor's Labour Regulations.

   e) List of Acts and omissions for which fines can be imposed.
**SCHEDULE 'A'**

Schedule of quantities (Enclosed)

**SCHEDULE 'B'**

Schedule of materials to be issued to the contractor.

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Description of item</th>
<th>Quantity</th>
<th>Rates in figures and words at which the materials will be charged to the contractor</th>
<th>Place of Issue</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>NIL</td>
<td>3</td>
<td>4</td>
<td>5</td>
</tr>
</tbody>
</table>