

GUJARAT MINERAL DEVELOPMENT GMDC LTD
(A Govt. of Gujarat Enterprise)

TENDER NO. : 21/BVN/ BOX CULVERT/2018
(Re invite)

**Construction of Box Culvert on Nala from PWD
Road to Dargah near Sat beno's Temple
At**

Lignite Mines Bhavnagar

TECHNICAL BID-II
GENERAL CONDITION OF CONTRACT

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SECTION - D: GENERAL CONDITIONS OF CONTRACT

1. Definitions

1.(1) The Contract Document consists of the Agreement, the General Conditions of the Contract, Special conditions of the contract, Specifications and Bills of Quantities including all modifications thereof incorporated in the document before the execution and the Contract Drawings prepared by the Architect and the Consultant from time to time. These form the contract.

1. (2) Owner/Client/Employer : Gujarat Mineral Development Corporation limited. Ahmedabad
Contractor : Successful Tenderer(bidder)
Architect: -----
Consultant :

Engineer :

The Clerk of Work : Same as Engineer

Engineer In-charge : Engineer of **GMDC**
Site In-charge : Contractor's Senior Engineer

Are those mentioned as such in the Agreement and shall include their legal representatives, assigns or successors.

1.(3) "The Site" shall mean the site of the Contract work including any building and erections thereon and any other land allotted by the Employer (Gujarat Mineral Development Corporation Limited., Ahmedabad) hereafter referred to as GMDC) for Contractor's use.

1.(4) The term "Sub-Contractor", as employed herein, includes those having a direct contract with the Contractor and it includes one who furnishes material worked to a special design according to the plans or specifications of this work but does not include one who merely furnishes material not so worked.

Any one doing work on a piece rate basis shall be deemed a Sub-Contractor.

1.(5) Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an office of the corporation for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.

1.(6) The term "Work", of the Contractor or Sub-Contractor includes labour or material or both.

1.(7) All time limits stated in the Contract Document are the essence of the contract.

1.(8) The law of the place of work shall govern the construction under this contract.

1.(9) The date of virtual completion of a project or specified area of a project is the date when construction is sufficiently completed, in accordance with the Contract Documents as modified by any change or variation orders agreed to by the parties, so that GMDC can occupy the project for the use it was intended.

2. Contract Document

2. The following documents shall constitute the Contract Document:

Conditions of Tendering
Form of Tender
Articles of Agreement
General and Special Conditions of Contract
Specifications
Scope of Work
Bills of Quantities
Tender Drawings
Day work Schedule
Schedule of basic Price

The Contract Document is complementary. What is called for in any one shall be as binding as if called for by all.

The Contract Document shall remain in the custody of GMDC so as to be available at all reasonable times for the inspection of the Contractor. Immediately after the execution of the Contract one copy of the Contract Document shall without charge be supplied by GMDC to the Contractor

After the award of the Contract the Contractor shall without charge be supplied with all such further drawings and details as may be prepared by the Engineer and the Architect, from time to time as the work proceeds as are reasonably necessary either to explain or amplify the Contract Drawings or to enable the Contractor to carry out and complete the work in accordance with these Conditions.

The Contractor shall keep one copy of the Specifications, Descriptive schedule or other like document referred to in this clause and one copy of the Contract Drawings and such other drawings and details supplied to him from time to time and referred to in this clause and written instructions referred to in clause and sub-clause 9, 16(1), 16(2) and 30 upon the site so as to be available to the Engineer or the Architect or GMDC at reasonable times.

None of the document herein before mentioned shall be used by the Contractor for any purpose other than this Contract.

Upon final payment under clause 31(6) of these Conditions, the Contractor shall forthwith return to the Engineer and the Architect all Drawings, Details, Specifications, Descriptive Schedule and other Document of like nature which bears his name or that of the Engineer and/or the Architect.

3. Type of Contract

The Contract shall be fixed item-rate contract. The Contractor shall be paid for the actual quantity of work done, as per drawing and measured at site, at the rates quoted by him in the Contract Bills.

Contractor's rates shall remain unchanged although the actual quantities may be different from those shown in the Bill of quantities. The quoted item rates shall be inclusive of all the liabilities / responsibilities relating to contract labour laws / Insurance / Provident Funds and any statutory liability etc. and no variation in prices will be effected for that purpose. Any rise in the quoted item rates due to escalation in cost of materials, labour, increase in any existing taxes or imposition of any new taxes

etc shall have to be borne by the Contractor and the rates shall not be subject to any change whatsoever.

The basis of price is firm and free from any kind of escalation including statutory levies throughout the validity of the agreed rates. No escalation towards any variation in cost of labour, plant & machinery, currency fluctuations, Petroleum products, Electricity will be considered during the validity of contract. The prices are inclusive supply of all material. The prices are inclusive of work contract tax if applicable.

The unit rates will be valid for a period of as defined in the LOI/PO/Work order from the date of work order.

No extra claim/compensation will be entertained for idle time.

The rates agreed in schedule of rates shall cover for all charges and expenses.

Quantities mentioned in the Bill of quantities are indicative ones, which have been estimated based on assumed details. The Contractor must verify & workout the actual requirements based on the construction drawings which shall be issued to contractor before ordering of materials and / or starting the job and the Owner / Consultant shall not be responsible for delay in completion and any extra cost to the Contractor due to shortfall or excess purchases done by the Contractor.

4. Schedule of Quantities - Procurement of materials based on drawings and (not Bill of Materials)

The schedule of Quantities given in the Contract Bill are provisional and are meant to indicate the intent of the work and to provide a uniform basis for tendering. GMDC reserves the right to increase or decrease any of the quantities to any extent or to totally omit any item of work and the Contractor shall not claim any extras or damages on these grounds.

Any error in description or in quantity or omission of items from the Contract Bill shall not vitiate this Contract but shall be treated as a variation.

5. Drawings

5.(1) Tender Drawings

Tender drawings describe the general nature of works. However, there may be substantial variation in these and detailed execution drawings issued to the Contractor from time to time. Such variations will not vitiate the Contract.

5.(2) Further Drawings and Instructions

The Engineer, the Architect and GMDC shall have full power and authority to supply to the Contractor from time to time, during the progress of the works, such further drawings and instructions as shall be necessary for the purpose of the proper and adequate execution and maintenance of the Works. The Contractor shall carry out and be bound by the same.

5.(3) Disruption of Progress

The Contractor shall give written notice to GMDC or the Engineer or the Architect whenever planning or progress of the Works is likely to be delayed or disrupted unless

any other drawing or order, including a direction, instruction or approval, is issued by the Engineer or the Architect or GMDC within a reasonable time. The notice shall include details of the drawings or order required and of why and by when it is required and of any delay or disruption likely to be suffered if it is late.

5.(4) Contract Drawings.

5.(4)A In general the Drawings shall indicate dimensions, position and type of construction; the Specifications shall indicate the qualities and the methods; and the Bill of Quantities shall indicate the quantum and the rate for each item of work. Any work indicated on the Drawings and not mentioned in the specifications or vice versa shall be deemed as though fully set forth in both. Work not specifically detailed, called for, marked or specified shall be the same as similar parts that are detailed, marked or specified.

5.(4)B The Contractor's work shall not deviate from the Drawings and the Specifications. The Engineer or GMDC's interpretation of these documents shall be final and without appeal.

5.(4)C Errors or inconsistencies discovered in the Drawings and Specifications shall be promptly brought to the attention of the Architect and/or the Engineer for interpretation or correction. Local conditions which may affect the work shall likewise be brought to the Architect and/or Engineer's attention. If at any time, it is discovered that work is being done which is not in accordance with the Contract Drawings and Specifications, the Contractor shall correct the work immediately. Corrections of defective work shall not be a basis for any claim for extension of time and or money. The Contractor shall not carry on work except with the knowledge of the Clerk-of- works.

5.(4)D Figured dimensions on the Scale Drawings and large size details shall govern. Large size details shall take precedence over small scale drawings. Any work done before receipt of such details, if not in accordance with the same, shall be removed and replaced or adjusted by the Contractor, as directed without expense to GMDC. The general conditions apply with equal force to all the work including authorized extra works.

5.(4)E All Drawings, Bills of Quantities and Specifications and copies thereof furnished by the Engineer are his property. They shall not be used on any other work and shall be returned to the Engineer at his request on completion or termination of the Contract.

6. Contract Sum

6. The Contract Sum shall not be adjusted or altered in any way whatsoever otherwise than in accordance with the express provisions of these conditions, and subject to clause 5(4)B of these Conditions. Any error whether of Arithmetic or not in the computation of the Contract Sum shall be deemed to have been accepted by the parties hereto.

7. Contract Bills

7.(1) The quality and quantity of the work included in the Contract Sum shall be deemed to be that which is set out in the Contract Bills. Nothing contained in the Contract Bill shall override, modify or affect in any way whatsoever the application or interpretation of that which is contained in these conditions.

- 7.(2) Any error in description or in quantity or omission of items from the Contract Bills shall not vitiate this Contract but shall be corrected and deemed to be a variation required by the Engineer.

8. Scope and Intent

- 8.(1) Scope : The general character and the scope of the work is illustrated and defined by the Specifications and the Bills of Quantities herewith attached and by the Drawings. If the Contractor shall find any discrepancy in or divergence between the Contract Drawing and/or the Contract Bills he shall immediately give to the Engineer a written notice specifying the discrepancy or divergence and the Engineer shall issue instruction in regard thereto.
- 8.(2) Extent : The Contractor shall carry out and complete the work in every respect in accordance with this Contract and with the direction of and to the reasonable satisfaction of the Engineer. The Engineer may in his absolute discretion and from time to time issue further Drawings, details and/or written instructions, written directions and written explanations all of which are collectively referred to as Engineer's instructions.
- 8.(3) Intent : The intention of the Document is to include all labour and materials, Sample & mock up items , taxes and Government duties, equipment and transportation necessary for the proper execution of the work.

9. Engineers Instructions

- 9.(1) The Contractor shall forthwith comply with and duly execute any works comprised in such instructions issued to him by Engineer in regard to any matter in respect of which the Engineer is expressly empowered by these Conditions to issue instructions provided always that verbal instructions, directions and explanations given to the Contractor or his work representative by the Engineer shall, if involving a variation, be confirmed in writing.

If within seven days after receipt of a written notice from the Engineer, requiring compliance with an instruction the Contractor does not comply herewith, then GMDC may employ and pay other persons to execute any work whatsoever which may be necessary to give effect to such instructions and all cost incurred with such employment shall be recoverable from the Contractor by GMDC as debt or may be deducted by him from any monies due or to become due to the Contractor under this Contract.

- 9.(2) Upon receipt of what propose to be an instruction issued to him by the Engineer, the Contractor may request the Engineer to specify in writing the provision of these conditions which empowers the issue of the said instruction. The Engineer shall forthwith comply with any such request, and if the Contractor shall thereafter comply with the said instruction, then the issue of the instruction shall be deemed for all purposes of this Contract to have been empowered by the provision of these Conditions specified by the Engineer in answer to the Contractor's request.
- 9.(3) All instructions issued by the Engineer shall be in writing. Any instruction issued orally shall be of immediate effect, but shall be confirmed in writing by the Contractor to the Engineer within seven days, and if not dissented from in writing by the Engineer to the Contractor within seven days from receipt of the Contractor's confirmation, shall take effect as from the expiration of the latter said seven days.

Provided always:

9.(3)A. That if the Engineer within seven days of giving such an oral instruction shall himself confirm the same in writing, then the Contractor shall not be obliged to confirm as aforesaid, and the said instruction shall take effect as from the date of the Engineer's confirmation and

9.(3)B. That if neither the Contractor nor the Engineer shall confirm such an oral instruction in the manner and at the time aforesaid but the Contractor shall nevertheless comply with the same, then the Engineer may confirm the same in writing at any time prior to the issue of the Final Certificate, and the said instruction shall thereupon be deemed to have taken effect on the date on which it was issued.

10. Facilities and Co-operation

10. In the case of works indicated on the Drawings but not included in the Contract the Contractor shall provide necessary facilities and co-operation for any Sub-contractor or supplier who may be approved by GMDC. The Contractor shall do all cutting, filling or patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by work of other Contractors shown upon or reasonably implied by the Drawings and Specifications for the completed structure, and he shall make good after them as the Engineer may direct. Any cost caused by the defective or ill-timed work shall be borne by the party responsible therefore.

The Contractor shall not endanger any work by cutting, excavating or otherwise altering the work and shall not cut or alter the work of any other Contractor save with the consent of the Engineer.

11. Setting out

11. The Engineer shall determine any lines levels which may be required for the execution of the work and shall furnish to the Contractor by way of accurately dimensioned drawings such information as shall enable the Contractor to set out the Work at ground level.

The Contractor shall set out and level the work and shall be responsible for the accuracy of the same. He shall provide all the instruments and attendance required by the Engineer for checking the work. He shall entirely at his own cost amend to the satisfaction of the Engineer any error found at any stage which may arise through inaccurate setting.

12. Site

- 12.(1) Visit : Before tendering, the Contractor shall have visited and examined the site and satisfied himself as to the nature of the existing roads or other means of communication and the character of the soil and of the excavations, the correct dimensions of the work and the facilities for obtaining any special articles called for in the Contract Document and shall have obtained generally his own information on all matters affecting the continuation and progress of the works.

No extra charge made in consequence of any misunderstanding or incorrect information on any of these points, or on the grounds of insufficient description, will be allowed. Should the Contractor after visiting the site, find any discrepancies, omissions,

ambiguities or conflicts in or among the Contract Document, or to be in doubt as to their meaning, he shall bring the questions to the Engineer's attention, not later than seven days before the last date for submission of the tender.

12.(2) Possession : The Contractor shall be allowed admittance to the site on the 'Date of Commencement' stated in the Appendix and he shall thereupon and forthwith begin the work and shall regularly proceed with and complete the same on or before the 'Date of Completion' stated in the Appendix subject nevertheless to the provision for extension of time hereafter contained.

12.(3) Treasures : Any Treasures, Coins or objects of Antiquity, which may be found at site shall be the property of GMDC and handed over to GMDC.

12.(4) Use of Site

In particular the following provisions shall be deemed to apply to the possession and use of the Site.

12.(4)A The lands and other places outside the Site which are the property of or under the control of GMDC shall be used strictly in accordance with the instructions of the Engineer or Clerk of Works.

12.(4)B The Contractor shall at any time move any vehicle, machine, vessel or any other obstruction within his control that may be required by the Clerk of Works to be moved such things or such obstructions promptly on instructions being given and at his own cost unless the Clerk of Works decides otherwise.

12.(4)C The Contractor shall maintain access for the inspection, operation and maintenance of any of the plant or the Works belonging to GMDC which lie within the Site or elsewhere.

12.(4)D The Contractor shall not use any portion of the Site for any purpose not connected with the Works unless prior written permission of the Clerk of Works shall have been obtained.

13. Samples and Shop Drawings

13.(1) After the award of the Contract, the Contractor shall furnish for the approval of the Engineer, with such promptness as to cause no delay in his work or in that of any other Subcontractor, samples and shop drawings required by the Engineer. Samples shall be delivered as directed by the Engineer. The shop / fabrication drawings shall be prepared by the contractor at his own cost and got approved by the Engineer.

13.(2) A schedule giving dates for the submission of samples shall be included in the schedule described under clause 14. Unless specifically authorized all samples must be submitted for approval within thirty days of signing the Contract and not less than sixty days before the date of the particular work involved is scheduled to begin.

13.(3) The Engineer shall check and approve such samples, with reasonable promptness only for conformity with the design concept of the project and for compliance with the

information in the Contract Documents. The Work shall be in accordance with the approved samples.

- 13.(4) All samples for testing of sand, aggregate, cement, reinforcing bars, concrete blocks, timber and other materials used in construction of the buildings and services shall be supplied by the Contractor at his own cost, if the material/product is to be supplied by him. If GMDC has supplied the material/product, the cost of samples shall be borne by him.
- 13.(5) The Contractor shall submit to the Engineer samples of materials/products for approval sufficiently in advance of incorporating the same in the Works.
- 13.(6) The Contractor shall inform GMDC, requirement of all materials to be supplied by GMDC one month in advance before actual use of the materials for the works and shall cooperate with GMDC for procurement of the said materials.
- 13.(7) The Contractor shall prepare test specimens for different types of plaster, painting etc. at his own cost for approval by the Engineer.
- 13.(8) The Contractor shall prepare bar-bending schedules for reinforcement at his own cost on the basis of construction drawings issued to him by the Engineer.

14. Progress Chart

- 14.(1) The Contractor shall prepare progress charts and submit the same for approval of the Engineer and for his record within twenty-one days of the Award of the Contract. The charts shall indicate the expected date of commencement and completion of each of the items of the work and shall be in a form approved by the Engineer. The chart shall also indicate the scheduling of samples, Shop Drawings and approvals.

The Contractor shall, whenever required by the Engineer, also provide in writing for his information a general description of the arrangements and method which the Contractor proposes to adopt for execution of the Works.

- 14.(2) If at any time it should appear to the Engineer that the actual progress of the Works does not conform to the programme to which consent has been given under sub-clause 14.1, the Contractor shall produce within a week's time at the request of the Engineer, a revised programme showing the modifications to such programmes necessary to ensure completion of the Work within the Time for Completion.
- 14.(3) The Contractor shall, if required any time by the Engineer, deliver to the Engineer a return in detail, in such form and at such interval as the Engineer may prescribe showing the status of work by the Contractor at site.
- 14.(4) Records

The Contractor shall, at his own cost, keep all records concerning works and progress of construction. He shall also record daily weather condition.

15. Access for Engineer to the Works

15. The Engineer and his representatives shall at all reasonable times have access to the Works and to the workshops or other places of the Contractor where work is being prepared for the Contract and when work to be so prepared in workshops or other places of a Sub-Contractor (whether or not a nominated Sub-Contractor as defined in clause 26 of these conditions) the Contractor shall have a term in the Sub-Contract so

as to secure a similar right of access to those workshops or places for the Engineer and his representatives and shall do all things reasonably necessary to make such right effective.

16. Engineer's Status and Decisions

- 16.(1) The Engineer shall be GMDC's representative during the currency of the Contract. The Engineer shall periodically visit the site to familiarize himself generally with the progress and the quality of the work and to determine in general if the work is proceeding in accordance with the Contract Document. He shall not be required to make exhaustive or continuous on site inspections to check the quality or quantity of the work and he shall not be responsible for the Contractor's failure to carry out the construction work in accordance with the Contract Document, and he shall condemn work which fails to conform to the Contract Document. He shall have authority to act on behalf of GMDC only to the extent expressly provided in the Contract Document. He shall have authority to stop the work whenever such stoppage may be necessary in his reasonable opinion to ensure the proper execution of the Contract.

The Engineer shall be in the first instance the interpreter of the Conditions of this Contract and the judge of its performance. He shall side neither with GMDC nor with the Contractor but shall use his powers under the Contract to enforce its faithful performance by both. In case of the termination of the appointment of the Engineer GMDC shall appoint a capable and reputable Engineer against whom the Contractor shall make no reasonable objection and whose status under the Contract shall be that of the former Engineer.

16.(2) Decision :

The Engineer shall within a reasonable time make decisions on all claims of GMDC or the Contractor and all other matters relating to the execution and progress of the work or the interpretation of the Contract Document.

The Engineer may in his absolute discretion and from time to time issue further Drawings, Details and/or written instructions, written directions and written explanations in regard to:

- A. Variation or modifications of the design.
- B. The quality or quantity of works or the additions or omission or substitution of any work.
- C. Any discrepancy in or divergence between the Drawings and / or specifications
- D. The removal and/or re-execution of any works executed by the Contractor.
- E. The dismissal from the works of any persons employed thereon.
- F. The opening up for inspection of any work covered up.
- G. The amending and making good of any defects under Defects Liability Period.
- H. The removal from the site of any materials brought thereon by the Contractor and the substitution of any other material therefore.
- J. Assignment and sub-letting.
- K. Delay and extension time.
- L. The postponement of any work to be executed under the provision of this Contract.

16.(3) Dismissal :

The Contractor shall on the request of the Engineer immediately dismiss from the works any person employed thereon by him who may in the opinion of the Engineer be incompetent or misconducts himself and such person shall not be again employed on the work without the permission of the Engineer.

17. Security Deposit (Performance Bond) Details as per Technical Bid- I

18. Clerk of Works

18. The term "Clerk of Works" shall mean the person approved by the Engineer and appointed and paid by GMDC and acting under the orders of the Engineer to inspect the works in the absence of the Engineer; the Contractor shall afford the Clerk of Works every facility and assistance for inspecting the works and materials and for checking and measuring time and materials. Neither the Clerk of Works nor any representative of the Engineer shall have power to set out works or to revoke, alter, enlarge or relax any requirements of the Contract or to sanction any day work, additions, alternations, deviations or omissions, or any extra work whatever except in so far as such authority may be specially conferred by a written order of the Engineer.

The Clerk of Works or any representative of the Engineer shall have power to give notice to the Contractor or to his representative of non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued until the decision of the Engineer, is obtained. The works will from time to time be examined by the Engineer, the Clerk of Works or the Engineer's representative but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects which may be found to exist at any stage of the works or after the same is completed. Subject to the limitation of this clause the Contractor shall take instructions only from the Engineer.

19. Contractors Field Organization and Equipment

19.(1) Site-in-Charge:

The Contractor shall constantly keep on his work during its progress one or more qualified and competent Site-in-Charge who will be responsible for carrying out of the works to the true meaning of the Drawings. Specifications, Schedule of the Quantities, Engineer's instructions and directions to the satisfaction of the Engineer. Any directions or instructions given to him by the Engineer shall be deemed to have been issued to the Contractor. Attention is called to the importance of requesting instructions from the Engineer before undertaking any work where Engineer's directions or instructions are required. Any such work done in advance of such instructions will be liable to be removed.

The Contractor shall submit the proposed organogram of qualified engineers proposed to be deployed for work in addition to the administrative staff, two safety engineers and a safety manager. GMDC reserves the right to accept or reject the proposed personnel.

19.(2) Equipment :

The Contractor shall provide and install all necessary hoists, ladders, scaffolding, tools, tackles, plants, all transport for labour materials and plant necessary for the proper execution and completion of the work to the satisfaction of the Engineer.

19.(3) Office Accommodation :

The Contractor shall provide erect and maintain where directed, simple watertight office accommodation for the Clerk-of-Works. This accommodation shall be well lighted and ventilated and provided with windows, doors with a lock and a Telephone. The Clerk of Works office shall be a minimum of 15 sq.mt and shall have a desk, chair and drawers for keeping drawing and tack board for displaying drawings. The accommodation has to be demolished when directed.

19.(4) Watchman :

The Contractor shall make his own security arrangements to guard the Site and premises at all times, at his own expense. The security arrangements shall be adequate to maintain strict control on the movement of material and labour. The Contractor shall extend the security arrangements to guard the material stored and/or fixed on the premises by the Sub-Contractors.

19.(5) Storage of Materials :

The Contractor shall provide, erect and maintain proper sheds for the storage and protection of the materials etc. and also for the execution of Work which may be prepared on the Site.

19.(6) Sanitary Conveniences :

The Contractor shall provide and erect all necessary sanitary convenience for the Site staff and the workmen, maintain in a clean orderly condition and clean and deodorize the ground after removal.

19.(7) Telephone :

The Contractor shall provide a separate Telephone for the works and shall pay all charges in connection with the same during the execution of the Work.

19.(8) Scaffolding, Staging, Guardrails:

The Contractor shall provide scaffolding, staging, guardrails, temporary stairs which shall be required during construction. The support for the scaffolding, staging, guardrails and temporary stairs shall be strong, adequate for the particular situation. The temporary access to the various parts of the Building under construction shall be rigid and strong enough to avoid any chance of mishaps.

19.(9) The Contractor shall inform the Engineer about his management and staff structure for the project including the name of the Site-in-Charge.

20. Taxes

20. Clause mentioned in Technical bid-I.

21. Statutory obligations, notices, fees and charges

21.(1) The Contractor shall comply with and give all notices required by any Government authority, and instrument, rule or order made under any Act of Parliament or any regulation or Bye-law of any local authority relating to the work or with whose system the same is or will be connected. The Contractor before making any variation from the Contract Drawings or Contract Bills necessitated by such compliance shall give to the Engineer a written notice specifying and giving reasons for such variations and the Engineer may issue instructions in regard thereto. If within ten days of having given a

said written notice the Contractor does not receive any instructions in regard to the matters therein specified, he shall proceed with the work conforming to the Act of Parliament, instrument, rule, order, regulations or Bye-law in question and any variation thereby necessitated shall be deemed to be a variation required by the Engineer.

- 21.(2) The Contractor shall pay and indemnify GMDC against liability in respect of any fees or charges (including any rates and taxes) legally demandable under any Act of Parliament, instrument, rule or order or any regulation or Bye-law or any local authority in respect of the Work.

22. Royalties and Patent Rights

22. All royalties or other sums payable in respect of the supply and use in carrying out the work as desired by or referred to in the Contract Bills of any patented articles, process or inventions shall be deemed to have been included in the Contract Sum, and the Contractor shall indemnify GMDC from and against all claims, proceedings, damages, costs and expenses which may be brought or made against GMDC or to which he may be put by reason of the Contractor infringing or being held to have infringed any patent rights in relation to any such articles, processes and inventions.

23. Licenses and Permits for Materials under Government control

23. Licenses and Permits for all materials under Government control shall be obtained by the Contractor through the collaboration and help of GMDC. The Contractor shall include in his tender all transport charges and other expense likely to be incurred to bring the materials to the Site.

24. Water and Electric Power for construction

Clause mentioned in Technical bid-I.

25. Assignment or sub-letting

The Contractor shall not without the written consent of the Engineer assign this Contract, and shall not without the written consent of the Engineer (which consent shall not be unreasonably withheld to the prejudice of the Contractor) sub-let any portion of the work.

26. Sub-Contractor

As soon as practicable and before awarding any Sub-Contract, the Contractor shall notify the Engineer in writing the names of the Sub-Contractor including for plumbing and electrical works proposed for the principal parts of the work and for such other parts as the Engineer may direct, and shall not employ any to whom the Engineer or GMDC may have a reasonable objection.

The Engineer, however, shall have power to obtain estimate and select other agencies to carry out any of the work as described below.

- 26.(1) All specialists, merchants, tradesmen, and others executing any works or supplying and fixing any goods, who may be nominated or selected by the Engineer shall be deemed to be Sub-Contractors employed by the Contractor and are to be referred as nominated Sub-Contractors. No nominated Sub-Contractor shall be employed on or in connection with the work against whom the Contractor shall make reasonable

objection or (save where the Engineer and Contractor shall otherwise agree) who will not enter into a contract provided.

26.(1)A That the nominated Sub-Contractor shall carry out and complete the sub-contract works in every respect to the reasonable satisfaction of the Contractor and of the Engineer and in conformity with all the reasonable directions and requirements of the Contractor.

26.(1)B That the nominated Sub-Contractor shall observe, perform and comply with all the provisions of this Contract on the part of the Contractor to be observed, performed and complied with (other than clause 47 (A) of these conditions, if applicable) so far as they relate and apply to the Sub-Contract works or to any portion of the same.

26.(1)C That the nominated Sub-Contractor shall indemnify the Contractor against the same liabilities in respect of the Sub-Contract work as those for which the Contractor is liable to indemnify GMDC under this Contract.

26.(1)D That the nominated Sub-Contractor shall indemnify the Contractor against claims in respect of any negligence, omission or default of such Sub-Contractor, his servants or agents or any misuse by him or them of any scaffolding or other plant, and shall insure himself against any such claims and produce the policy, or policies and premium receipts as and when required by the Contractor or Engineer.

26.(1)E That payment in respect of any work, materials or goods comprised in the Sub-Contract shall be made within fourteen days after receipt by the Contractor of the Engineer's certificate under clause 29 of these conditions which states as due an amount calculated by including the total value of such work, materials or goods, and shall when due be subject to the retention by the Contractor of the sums mentioned in sub-paragraph (J).

26.(1)F That the Engineer and his representative shall have right of access to the workshops and other places of the nominated Sub-Contractor as mentioned in clause 15 of these conditions.

26.(1)G That the Sub-Contract work shall be completed within the period or (where they are to be completed in sections) periods therein specified.

26.(1)H That if the nominated Sub-Contractor shall fail to complete Sub-Contract work or (where the Sub-Contract works are to be completed in sections) any section thereof within the period therein specified or within any extended time granted by the Contractor with the written consent of the Engineer, and Engineer certifies in writing to the Contractor that the same ought reasonably so to have been completed the nominated Sub-Contractor shall pay or allow to the Contractor either a sum calculated at the rate therein agreed as Liquidated and Ascertained Damages for the period during which the said work or any section thereof, as the case may be, shall so remain or have remained incomplete or (where no such rate is therein agreed) a sum equivalent to any loss or damage suffered or incurred by the Contractor and caused by the failure of the nominated Sub-Contractor as aforesaid.

26.(1)l That the Contractor shall retain from the sum directed by the Engineer having been included in the calculation of the amount stated as due in any certificate issued under clause 31 of these conditions in respect of the total value of work, materials or goods executed or supplied by the nominated Sub-Contractor the percentage of such value named in the Appendix to these conditions as percentage of certified value retained up to a total amount not exceeding a sum which bears the same ratio to the Sub- Contract price as the unreduced sum named in the Appendix to these conditions as limit of Retention Fund bears to the Contract Sum; and that the Contractor's interest in any sums so retained (by whosoever held) shall be fiduciary as trustee for the nominated Sub-Contractor (but without obligation to invest); and that the nominated Sub-Contractor's beneficial interest in such sums shall be subject only to the right of the Contractor to have recourse thereto from time to time for payment of any amount which he is entitled under the Sub-Contract to deduct from any sum due or to become due to the nominated Sub-Contractor; and that if and when such sums or any part thereof are released to the nominated Sub-Contractor they shall be paid in full if paid within fourteen days of the date fixed for their release in Sub-Contract.

26.(2) Before issuing any certificate under clause 31 of these conditions the Engineer may request the Contractor to furnish to him reasonable proof that all amounts included in the calculation of the amount stated as due on previous certificates in respect of the total value of work materials or goods executed or supplied by any nominated Sub-Contractor have been duly discharged and if the Contractor fails to comply with any such request the Engineer shall issue a certificate to that effect and thereupon GMDC may himself pay such amounts to any nominated Sub-Contractor concerned and deduct the same from any sum due or to become due to the Contractor.

26.(3)A The Contractor shall not grant to any nominated Sub- Contractor any extension of the period within which the Sub-Contract work or (where the Sub-Contract works are to be completed in sections) any section thereof is to be completed without the written consent of the Engineer. Provided always that the Contractor shall inform the Engineer of any representation made by the nominated Sub-Contractor as to the cause of any delay in the progress or completion of the Sub-Contract work or any section thereof and that the consent of the Engineer shall not be unreasonably with-held.

26.(3)B If any nominated Sub-Contractor fails to complete the Sub-Contract work or (where the Sub-Contract works are to be completed in sections) any section thereof within the period specified in Sub-Contract or within the extended time granted by the Contractor with the written consent of the Engineer then if the same ought reasonably so to have been completed the Engineer shall certify in writing accordingly. Any such certificates shall be issued to the Contractor and immediately upon issue the Engineer shall send a duplicate copy thereof to the nominated Sub- Contractor.

26.(4) If the Engineer desires to secure final payment to any nominated Sub-Contractor before final payment is due to the Contractor, and if such Sub-Contractor has satisfactorily indemnified the Contractor against any latent defects then the Engineer may in an Interim Certificate include an amount to cover the said final payment and thereupon the Contractor shall pay such nominated Sub-Contractor the amount so certified. From such final payment the amount named in the Appendix to these conditions as limit of retention fund shall be reduced by the sum which bears the same ratio to the said amount as does such Sub-Contractor's Sub-Contract price to the Contract Sum, and

save for latent defects the Contractor shall be discharged from all liability for the work materials or goods executed or supplied by such Sub-Contractor under the Sub-Contract to which the payment relates.

- 26.(5) Neither the existence nor the exercise of the foregoing powers nor anything else contained in these conditions shall render GMDC in any way liable to any nominated Sub-Contractor.
- 26.(6) Where the Contractor in the ordinary course of his business directly can carry out works for which Prime Cost or Provisional Sums are included in the Contract Bills and the Engineer is prepared to receive tender from the Contractors for such items, then the Contractor shall be permitted to tender for the same or any of them but without prejudice to GMDC's right to reject the lowest or any tender. If the Contractor's tender is accepted he shall not sub-let the work without the consent in writing of the Engineer.
- 26.(7) It shall be a condition of any tender accepted under this paragraph that clause 30 of these conditions shall apply in respect of the Item Work included in the tender as if for the reference therein to the Contract Drawings and the Contract Bills there were references to the equivalent documents included in or referred to in the tender.
- 26.(8) The Contractor shall allow for general attendance upon Sub-Contractors including free use of plant scaffolding and is to allow them the use of sanitary conveniences, storage facilities for storing materials, other amenities and affording them all reasonable facilities for carrying out their Contracts.

27. Prime Cost

27. The following provisions of these conditions shall apply where Prime Cost sums are included in the Contract Bills or arise as a result of Engineer's instructions given in regard to the expenditure of provisional Sums in respect of any materials or goods to be fixed by the Contractor.
- 27.(1) Such sums shall be understood to mean the net cost to be defrayed as a Prime Cost after deducting any trade or other discount and shall include sales-tax (where applicable) and other taxes and duties and the cost of packing carriage and delivery. Provided that where in opinion of the Engineer the Contractor has incurred expense for special packing or special carriage such special expense shall be allowed as part of the sums actually paid by the Contractor.
- 27.(2) Such sums shall be expended in favour of such persons as the Engineer shall instruct, and all specialists, merchants, tradesman or others who are nominated by the Engineer to supply materials or goods are hereby declared to be the suppliers to the Contractor and are referred to in these conditions as "Nominated Suppliers" provided that the Engineer shall not (save where the Engineer and Contractor shall otherwise agree) nominate as a supplier a person who will not enter into a Contract of sale which provides (inter alia):-
- 27.(2)A That the materials or goods to be supplied shall be to the reasonable satisfaction of the Engineer.
- 27.(2)B That the nominated supplier shall make good by replacement or otherwise any defects in the materials or goods supplied which appear within such period as is therein mentioned and shall bear any expenses reasonably incurred by the Contractor as a direct consequence of such defects, provided that :

(i) Where the materials or goods have been used or fixed such defects are not such that examination by the Contractor ought to have revealed them before using or fixing.

(ii) Such defects are due solely to defective Workmanship or material in the goods supplied and shall not have been caused by improper storage by the Contractor or misuse or by any act or neglect of either the Contractor, the Engineer or GMDC or by any person or persons for whom they may be responsible.

27.(2)C That delivery of the materials or goods supplied shall be commenced and completed at such times as the Contractor may reasonably direct.

27.(3) All payments by the Contractor for materials or goods supplied by a Nominated Supplier shall be in full, and shall be paid within 30 days of the end of the month during which delivery is made.

28. Artists and tradesmen

28. The Contractor shall permit the execution of work not forming part of this Contract by artists, tradesmen or others engaged by GMDC. Every such person shall for the purposes of clause 45 of these conditions be deemed to be a person for whom GMDC is responsible and not be a Sub-Contractor.

29. Separate Contracts

29.(1) GMDC reserves the right to let other Contracts in connection with his work under similar general conditions. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and co-ordinate his work with theirs. If any part of Contractor's or Sub-Contractor's work depends for proper execution or results upon the work of any other Contractor, or Sub-Contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such work that render it unsuitable for such proper execution and results. Failure of the Contractor to so inspect and report shall constitute an acceptance of the other Contractor's work as fit and proper for the acceptance of his work, except as to defects which may develop in the other Contractor's or Sub-Contractor's work after the execution of the work. To ensure the proper execution of his subsequent work the Contractor shall measure work already in place and shall at once report to the Engineer any discrepancy between the executed work and the Drawings.

29.(2) Co-ordination with Other Contractors.

The Contractor shall submit the details of Interior work /landscaping work Programme to the Engineer who will co-ordinate with the Erection Programme separately submitted to him by the Erection Contractor. Such co-ordination of civil and erection works programme shall be agreed between the Engineer, Erection and Civil Works Contractor and the agreed programme shall then be mutually binding on Erection and Civil Works Contractors.

30. Variations, Provisional and Prime Cost Sums

30.(1) The Engineer may issue instruction requiring a variation and he may sanction in writing any variation made by the Contractor otherwise than pursuant to an instruction of the

Engineer. No variation required by the Engineer or subsequently sanctioned by him shall vitiate this contract.

- 30.(2) The term "Variation" as used in these conditions means the alteration or modification of the design, quality or quantity of the work as shown upon the Contract Drawings and desired by or referred to in the Contract Bills, and includes the addition, omission or substitution of any work, the alteration of the kind of standard of any of the materials or goods to be used in the work, and the removal from the site of any works, materials or goods to be used in the work and the removal from the site of any works materials or goods executed or brought thereon by the Contractor for the purposes of the work other than work, materials or goods which are not in accordance with this Contract.
- 30.(3) The Engineer shall issue instruction in regard to the expenditure of Prime Cost and Provisional Sums included in the Contract Bills and of Prime Cost Sums which arise as a result of instructions issued in regard to the expenditure of Provisional Sums.
- 30.(4) All variations required by the Engineer or subsequently sanctioned by him in writing and all works executed by the Contractor for which Provisional Sums are included in the Contract Bills (other than work for which a tender made under clause 26(7) of these conditions has been accepted) shall be measured and valued by the Engineer who shall give to the Contractor an opportunity of being present at the time of such measurement and of taking such notes and measurement as the Contractor may be required. The valuation of variations and of work executed by the Contractor for which a Provisional Sum is included in the Contract Bills, (other than work for which a tender has been accepted as aforesaid) unless otherwise agreed shall be made in accordance with the following rules.

30.(4)A The price in the Contract Bills shall determine the valuation of work of similar character executed under similar conditions as work priced therein.

30.(4)B The said prices, where work is not of a similar character or executed under similar conditions as aforesaid, shall be the basis of prices for the same so far as may be reasonable, failing which, after due consultation by the Engineer with GMDC and the Contractor, suitable rates or prices shall be agreed upon between the Engineer and the Contractor. In the event of this agreement the Engineer shall fix such rates or prices as are, in his opinion, appropriate and shall notify the Contractor accordingly, with a copy to GMDC.

30.(4)C Where work cannot properly be measured and valued the Contractor shall be allowed day-work rates on the prices prevailing when such work is carried out (unless otherwise provided in the Contract Bills) :

- (I) At the rates if any, inserted by the Contractor in the Contract Bills or in the form of Tender or in day work schedule or
- (ii) When no such rates have been inserted, at the rates prevailing in the market for material and labour and at the control rates for the controlled materials including in all cases the rate for delivery of the material at the work.
- (iii) Contractor's profits and overheads at 15% shall be added to the rates arrived at herein.

Provided that in any case voucher specifying the time daily spent upon the work (and if required by the Engineer the workmen's names) and the materials employed shall be delivered for verification to the Engineer or his authorised representative not later than the end of the week following that in which the work has been executed.

30.(4)D The prices in the Contract Bills shall determine the valuation of items omitted, provided that if omissions substantially vary the conditions under which any remaining items of work are carried out the prices for such remaining items shall be valued under rule (B) of this sub-clause.

30.(5) Effect shall be given to the measurement and valuation of variations under Sub-Clause (4) of this condition in Interim Certificates and by adjustment of the Contract Sum; and effect shall be given to the measurement and valuation of work for which a Provisional Sum is included in the Contract Bills under the said Sub-Clause in Interim Certificate and by adjustment of the Contract Sum in accordance with Clause 31(5) of these conditions.

30.(6) If upon written application being made to him by the Contractor, the Engineer is of the opinion that a variation or the execution by the Contractor of work for which a Provisional Sum is included in the Contract Bills (other than work for which a tender made under clause 26(6) of these conditions has been accepted) has involved the Contractor in direct loss and/or expense for which he would not be reimbursed by payment in respect of a valuation made in accordance with the rules contained in Sub-Clause (4) of the Conditions and if the said application is made within a reasonable time of the loss or expense having been incurred then the Engineer shall ascertain the amount of such loss or expense. Any amount from time to time so ascertained shall be added to the Contract Sum, and if an Interim Certificate is issued after the date of ascertainment any such amount shall be added to the amount which would otherwise be stated as due in such certificate.

31. Certificates and Payments

31.(1) The Contractor shall submit to the Engineer at the period named in the Appendix to these Conditions (Section G) six copies each signed by the Contractor's authorised representative, of a statement, in such form as the Engineer may from time to time prescribe, showing the amounts to which the Contractor considers himself to be entitled under the Contract. The Contractor shall ensure that such statement submitted by him shall have the same nomenclature as used in Tender/Order documents.

At the period of Interim Certificate named in the Appendix (Section G) to these conditions the Engineer shall issue a certificate stating the amount due to the Contractor from GMDC, and the Contractor shall be entitled to payment to these conditions. Interim valuations shall be made whenever the Engineer considers them to be necessary for the purpose of ascertaining the amount to be stated as due in an Interim Certificate.

31.(2)A The amount stated as due in an Interim Certificate shall be the total value of the work properly executed less any amount which may be retained by GMDC (as provided in sub-clause (3) of this condition) and less any installments previously paid under this Condition.

31.(2)B Value of certain materials and goods as and from such time to time as they are reasonably and properly placed at site and then only if adequately protected against weather or other casualties, may be included in the certificate as mentioned in the Special Conditions of Contract.

Notwithstanding to terms of this clause or any other clause of the Contract no amount will be certified by the Engineer for payment until fulfilment of provisions under this Contract by the Contractor.

31.(3) GMDC may retain the percentage of the total value of the work, materials and goods referred to in Sub- Clause (2) of this condition which is named in the Appendix (Section G) to these Conditions as retention percentage. Provided always that when the sum of the amount so retained equals the amount named in the said Appendix as limit of retention fund or that amount as reduced in pursuance of clause 26(4) of these Conditions, as the case may be, no further amount shall be retained by virtue of this Sub-Clause.

31.(4) The amounts retained by virtue of Sub-Clause (3) of this Condition shall be subject to the following rules:-

31.(4)A GMDC's interest in any amount so retained shall be fiduciary as trustee for the Contractor (but without obligation to invest), and the Contractor's beneficial interest therein shall be subject only to the right of GMDC to have recourse thereto from time to time for payment of any amount which he is entitled under the provisions of this Contract to deduct from any sum due or to become due to the Contractor.

31.(4)B On the issue of the certificate of virtual completion the Engineer shall issue a certificate for one moiety, of the 50 per cent of amounts then so retained and the Contractor shall be entitled to payment of the said moiety within the period for honouring certificate named in the Appendix to these Conditions (Section G) and on expiry of maintenance period the Engineer shall issue a certificate for one moiety, of the balance 50 per cent of total amounts retained and the Contractor shall be entitled to payment of the said moiety within the period for honouring certificates names in the Appendix to the Conditions (Section G).

31.(5)A The measurement and valuation of the work shall be completed within the period of final measurement and valuation stated in the appendix to these Conditions, and the Contractor shall be supplied with a copy of the priced bills of variation not later than the end of the said period and before the issue of the Final Certificate under Sub-Clause (6) of this Condition.

31.(5)B Either before or within a reasonable time after Virtual Completion of the work the Contractor shall send to the Engineer all documents necessary for the purposes of the computation required by these Conditions including all documents relating to the accounts of nominated Sub- Contractors and Nominated Suppliers.

31.(5)C In the settlement of accounts the amounts paid or payable under the appropriate contract by the Contractor to nominated Sub-Contractor or nominated supplier the amount paid shall be taken into account.

31.(6) So soon as is practicable but before the expiration of the period the length of which is stated in the Appendix (Section G) to these Conditions from the end of the Defects Liability Period also stated in the said Appendix or from completion of making good defects under clause 40 of these conditions or from receipt by the Engineer of the Documents referred to in paragraph (b) of Sub-Clause (5) of this Condition, whichever is the latest, the Engineer shall issue the Final Certificate. The Final Certificate shall state:

31.(6)A The sum of the amount paid to the Contractor under Interim Certificate and the amount named in the said Appendix as limit of Retention Fund, and,

31.(6)B The Contract Sum adjusted as necessary in accordance with the terms of these Conditions, and the difference (if any) between the two sums shall be expressed in the said Certificate as a balance due to the Contractor from GMDC or to GMDC from the Contractor as the case may be, and subject to any deductions authorised by these Conditions, the said balance shall be a debt payable as the case may be by GMDC to the Contractor or by the Contractor to GMDC, upon expiry of one month from the date of issue of the said Certificate.

32. Claim for Extra

When any instruction or decision given at site involves an extra or whereby the Contractor may plan to claim an extra, it shall be the responsibility of the Contractor to inform the Engineer of the extra amount and get written authorisation from the Engineer before proceeding with the work involved.

Any modification carried out for expediting or simplifying work at the request of the Contractor or his representatives shall not be taken as the basis for claiming an extra. However, if such modification shall also involve an extra, the rate for such modification shall be settled in advance and written authorisation obtained by the Contractor from the Engineer before proceeding with the work involved. If no such information is given by the Contractor in writing to the Engineer such modification shall not be accepted as the basis for extra charge.

The extra items would be paid on the basis of cost of material input plus cost of direct labour used "An additional 15% will be considered towards overhead and profits, (extra items rate thus derived will be inclusive of all overheads). Cost of indirect labour mobilization, equipment and supervision etc. would be part of these overheads. The rate analysis for such extra items need to be submitted in advance before commencing the job. The extra work shall be subject to prior approval.

Rates for any extra items not covered in the Bill of quantities shall be derived on pro-rata basis from the known rates available from the Contract. Rates for any extra items not covered in the Bill of quantities, shall be worked out on the basis of unit rates of labour and materials & contractors overhead and profit.

33. Deduction for uncorrected work

33. If the Engineer deems it inexpedient to correct work damaged or not done in accordance with the Contract, an equitable deduction from the Contract price shall be made therefore.

34. Fluctuations

34. The Contractor shall not claim any extra for fluctuation of price, exchange rates, labour conditions, etc. and the Contract Price shall not be subject to any rise or fall of prices.

35. Unfixed goods and materials

35. Unfixed materials and goods intended for, delivered to and placed on or adjacent to the work shall not be removed except for use upon the work unless the Engineer has

consented in writing to such removal which consent shall not be unreasonably withheld. Where the value of such materials or goods has in accordance with clause 31(2) of these conditions been included in any Interim Certificate under the Contract for which the Contractor has received payment, such materials and goods shall become the property of GMDC, but subject to clause 47(b) or to clause 47(c) of these conditions (if applicable) the Contractor shall remain responsible for loss or damage to the same.

36. Material and WorkmanShip Specifications

- 36.(1) All materials and Workmanship shall be as per the latest relevant Standards/ Specifications of the Indian Standards Institution, unless specifically provided in these Specifications of this Contract and/or of approved type and the Contractor shall immediately remove from the works any materials and/or Workmanship which in the opinion of the Engineer are defective or unsuitable and shall substitute proper materials and/or Workmanship at his own cost. The term approval used in connection with this contract shall mean the approval of the Engineer.
- 36.(2) The Contractor shall if required submit satisfactory evidence as to the kind and quality of material.
- 36.(3) Where special makes or brands are called for they are mentioned as a standard. Others of equal quality may be used provided approval is first obtained in writing from the Engineer. Unless substitutions are requested no deviation from the Specification will be permitted. Failure to propose the substitution of any articles within 30 days after signing of the Contract will be deemed sufficient cause for denial of the request for substitution.
- 36.(4) The Contractor shall indicate and submit evidence in writing of those materials or articles called for in the Specifications that are not obtainable for installation in the work within the Time Limits of the Contract. Failure to indicate the above, within 30 days after the signing of the Contract, will be deemed sufficient cause for the denial of request for the extension of the Contract time.
- 36.(5) All material shall be delivered so as to insure a speedy and uninterrupted progress of the work. Such material shall be stored so as to cause no obstruction and so as to prevent overloading of any portion of the structure, and the Contractor shall be entirely responsible for damage or loss by weather or other cause.
- 36.(6) Within 30 days after signing the Contract, the Contractor shall submit for approval of the Engineer a complete list of all material he and his Sub-Contractors propose to use in the work, of definite brand or make which differ in any respect from those specified; also the particular brand of any articles where more than one is specified as a standard. He shall also list items not specifically mentioned in the Specifications but which are reasonably inferred and necessary for the completion of the work.
- 36.(7) For such items of work which may arise and which are not covered by the Contract Documents or by relevant Indian Standard Specifications, the decision of the GMDC / Consultant regarding specification of such work shall be final and binding to the Contractor.

Inspection

- 36.(7) All materials and Workmanship shall be subject to inspection, examination and test by the Engineer at any and all times during manufacture and/or construction. The Engineer shall have right to reject defective material and Workmanship or require its

correction. Rejected Workmanship shall be satisfactorily replaced with proper material without additional charge therefore and the Contractor shall promptly segregate and remove the rejected materials from the works. If the Contractor fails to proceed at once with the replacement of rejected materials and/or the corrections of defective Workmanship, the Engineer may by contract or otherwise replaced such materials and/or correct such Workmanship and charge the cost thereof to the Contractor, or may terminate the right of the Contract to proceed further with the work.

The Contractor shall furnish promptly without additional charge all reasonable facilities, labour and materials necessary for the safe and convenient inspection and test that may be required by the Engineer.

Testing

36.(8) The Contractor shall provide for costs of routine testing of materials.

37. Defects

37.(1) The Contractor shall make good at his own cost and to the satisfaction of the Engineer, all defects, shrinkages or faults, arising in the opinion of the Engineer from work or materials not being in accordance with the Drawings or Specifications or Schedule of Quantities or the Instructions of the Engineer, which may appear within "Defects Liability Period" referred to in the Appendix.

37.(2) Such defects, shrinkages, faults, shall upon directions in writing of the Engineer, and within such reasonable time as shall be specified therein be amended and made good by the Contractor, at his own cost unless the Engineer shall decide that he ought to be paid for such amending and making good and in case of default GMDC may employ and pay other Contractor to amend and make good such defects, shrinkage, settlements or other faults and all damages loss and expense consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss or expense shall be recoverable from him by GMDC or may be deducted by GMDC upon the Engineer's Certificate in writing from any amount due or may become due to the Contractor or GMDC may, in lieu of such amending and making good by the Contractor deduct from any moneys due to the Contractor a sum to be determine by the Engineer as equivalent to the cost of amending such work and in the event of the Retention Amount being insufficient recover the balance from the Contractor, together with any expenses GMDC may have incurred in connection therewith.

38. Possession, Completion and Postponement

38.(1) On the date of commencement stated in Appendix to these Conditions (Section G), permission to enter & work on the site shall be given to the Contractor who shall thereupon begin the works and regularly and, diligently proceed with the same and who shall complete the same on or before the date for Completion stated in the said Appendix (Section G) subject nevertheless to the provision for extension of time contained in clause 40 of these Conditions.

38.(2) The Engineer may issue instructions in regard to the postponement of any work to be executed under the provision of this Contract.

39. Virtual Completion

If at any time or times before Virtual Completion of the Work GMDC shall take possession of any part or parts of the same for handing over to the Finishing Contractor or other agency, then notwithstanding anything expressed or implied elsewhere in this Contract.

- 39.(1) Such part or parts shall not be deemed to be Virtually Complete.
- 39.(2) Virtual Completion of such part or parts would occur on the completion of the last part of the structure under this Contract.
- 39.(3) The Contractor shall not claim that such part or parts are complete and request refund of payment in lieu thereof.

40. Extension

40. Upon it becoming reasonably apparent that the progress of the Works is delayed, the Contractor shall forthwith give written notice of the cause of the delay to the Engineer, and if in the opinion of the Engineer, the completion of the Works is likely to be or has been delayed beyond the date of completion stated in the Appendix to these Conditions or beyond any extended time previously fixed under this clause.

40. By Force Majeure.

40.1.1 Force majeure is herein defined as any cause which is beyond the control of the contractor or the Corporation as the case may be which they could not foresee or with reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

- (i) Natural phenomena such as flood, draughts Cyclone, earthquake and epidemics, declaration of war.
- (ii) Acts of any government, including but not limited to war, declared or undeclared priorities, quantities, embargoes, providing either party shall within fifteen (15) days from the occurrence of, such a cause notify the other in writing of such cases.

- 40.1.2
- a. The contractor will advise, in the event of his having resort to this clause by a registered letter duly certified by the statutory authorities, the beginning and end of the cause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition. In the event of delay lasting over two months, if arising out of Force Majeure, the contract may be terminated at the discretion of the Corporation.
 - b. For delay arising out of Force Majeure, the contractor will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of force Majeure and neither company nor the Contractor shall be liable to pay extra costs (like increase in rates, remobilization, advance, idle charges for labour and machinery etc.) Provided it is mutually established that the Force Majeure conditions did actually exist.
 - c. If any of the Force Majeure conditions exists in the place of operation of the contractor even at the time of submission of bid he will categorically specify them in his bid and state whether they have been taken into consideration in their quotations.

- . 40.1.3 The contractor or the Corporation shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/ or defined above. The date of completion will, subject to hereinafter provided, be extended by a reasonable time given though such cause may occur after contractor's performance of his obligations has been delayed for other causes.
- 40.(2) By reason of any exceptionally inclement weather requiring total stoppage in work. Or
- 40.(3) By reason of loss or damage occasioned by any one or more of the contingencies referred to in clause 47(a), (b), and (c) of these conditions. Or
- 40.(4) By reason of civil commotion, local combination of workmen strike or lockout affecting any of the trades employed upon the works or any of the trades engaged in the preparation, manufacture or transportation of any of the goods or materials required for the work. Or
- 40.(5) By reason of Engineer's instructions issued under clauses 9, 30(1) or 38 (2) of these Conditions. Or
- 40.(6) By reason of the Contractor not having received in due time necessary instructions, drawings, details or levels from the Engineer for which he specifically applied in writing on a date which having regard to the date for completion stated in the Appendix to these Conditions or to any extension of time then fixed under this clause was neither unreasonably distant from nor unreasonably close to the date on which it was necessary for him to receive the same. Or
- 40.(7) By delay on the part of nominated Sub-Contractors or Nominated Suppliers which the Contractor has taken all practicable steps to avoid or reduce. Or
- 40.(8) By delay on the part of artists, tradesmen or others engaged by GMDC in executing work not forming part of this Contract. Or
- 40.(9) By reason of the opening up for inspection of any work covered up or of the testing of any of the work, in accordance with clause 36 (7) of these conditions (including making good in consequence of such opening up or testing) unless the inspection of test showed that the work is not in accordance with this Contract. Or

Then the Engineer shall so soon as he is able to estimate the length of the delay beyond the date or time aforesaid make in writing a fair and reasonable Extension of Time for completion of the works, provided always that the Contractor shall use constantly his best endeavors to prevent delay and shall do all that may reasonably be required to the satisfaction of the Engineer to proceed with the work.

41. Damages for Non- Completion

41. If the Contractor fails to complete the work by the date specified in these Conditions or within any extended time fixed under clause 38 of these Conditions and the Engineer certifies in writing that in his opinion the same ought reasonably so to have been completed, the Contractor shall pay or allow to GMDC a sum calculated at the rate stated in the Appendix (Section G) as agreed Liquidated Damages for the period during which the said work shall so remain or have remained incomplete, GMDC may deduct such damages from any moneys otherwise payable to the Contractor under this Contract.

42. Virtual Completion and Defects Liability Period

- 42.(1) When in the opinion of the Engineer the works are practically completed, he shall forthwith issue a certificate to that effect and Virtual Completion of the Work shall be deemed for all the purpose of this Contract to have taken place on the day named in such certificate.
- 42.(2) The Engineer may whenever he considers it necessary to do so, issue instructions requiring any defect, shrinkages or other fault which shall appear within the Defects Liability Period named in the Appendix (Section G) to these Conditions to be made good and the Contractor shall within 30 days after receipt of such instruction comply with the same (and unless the Engineer shall otherwise instruct in which case the Contract Sum shall be adjusted accordingly) entirely at his own cost.
- 42.(3) When in opinion of the Engineer any Defects, shrinkages and other defaults which he may have required to be made good under sub- clause (2) and (3) of this Condition shall have been made good he shall issue a certificate to that effect, and completion of making good defects shall be deemed for all purposes of this Contract to have taken place on the day named in such certificates.

43. Loss and expense caused by disturbance of regular progress of the works

- 43.(1) If upon written application being made to him by the Contractor the Engineer is of the opinion that the Contractor has been involved in direct loss and/or expense for which he would not be reimbursed by a payment made under any other provision in this Contract by reason of the regular progress of the works or of any part thereof having been materially affected by :

43.(1)A The Contractor not having received in due time necessary instructions, drawings, details or levels from the Engineer for which is specifically applied in writing on a date which having regard to the date for completion stated in the Appendix to these Conditions was neither unreasonably distant from nor unreasonably close to the date on which it was necessary for him to receive the same, or

43.(1)B The opening up for inspection of any work covered up or the testing of any work material or goods in accordance with the clause 36 (7) of these conditions (including making good in consequence of such opening up or testing), unless the inspection or test showed that the work materials or goods were not in accordance with this Contract, or

43.(1)C Delay on the part of the Artists, Tradesmen or others engaged by GMDC in executing work not forming part of this Contract, or

43.(1)D Engineer's instructions issued in regard to the postponement of any work to be executed under the provisions of this Contract; and if the written application is made within a reasonable time of it becoming apparent that the progress of the work or of any part thereof has been affected as aforesaid :

Then the Engineer shall ascertain the amount of such loss and/or expense. Any amount from time to time so ascertained shall be added to the amount, which would otherwise be stated as due in such certificate.

43.(2) The provisions of this Condition are without prejudice to any other rights and remedies which the Contractor may possess.

44. Payments withheld

The Engineer may withhold or on account of subsequently discovered evidence nullify the whole or a part of any certificate to such extent as may be necessary in his reasonable opinion to protect GMDC from loss on account of:

44.(1) Defective work not remedied.

44.(2) Failure of the Contractor to make payments properly to Sub-Contractor or for materials or labour.

44.(3) Damage to another Contractor or Sub-Contractor.

44.(4) Claims filed or reasonable evidence indicating probable filling of claims.

When the above grounds are removed payment shall be made for amounts withheld because of them.

45. Indemnity for Injury to Persons and Property

45.(1) Persons: The Contractor shall be liable for and shall indemnify GMDC including all of its officers, servants and agents from and against any liability, loss, claim or proceedings whatsoever arising under any statute or at common law in respect of personal injury to or the death of any person whomsoever arising out of or in the course of or caused by the carrying out of the works, unless due to any act or neglect of GMDC or of any person for whom GMDC is responsible.

45.(2) Property: Except for such loss or damages as is at the risk of GMDC under clause 47 (b) or clause 47 (c) of these Conditions (if applicable) the Contractor shall be liable for and shall indemnify GMDC against any expense, liability, loss, claim or proceedings in respect of any injury or damage whatsoever to any property real or personal in so far as such injury or damage arises out of or in the course of or by reason of the carrying out of the works, unless due to any act or neglect of GMDC or any person for whom GMDC is responsible.

46. Insurance against Injury to Persons and Property

46.(1) The Contractor shall at his own cost and initiative at all times up to the successful conclusion of the defect liability period, take out and maintain insurance policies in respect of all insurable liabilities under the Clause 45 but not limited to third part insurance and liabilities under the Motor Vehicles Act, Workmen's Compensation Act, Fatal Accidents Act, Personal Injuries Insurance Act, Emergency Risk Insurance Act and or other industrial legislation from time to time in force in India with insurance company (ies) approved by GMDC and such policy (ies) shall be of no lesser limit than the limits hereunder specified with reference to the matters specified namely:

(a) Workmen's Compensation Insurance to the limit to which compensation may be payable under the laws of the Republic of India.

(b) Third Party Insurance – body injury and property damage to the limit of not less than Rs.5,00,000/- (Rupees Five Lacs Only) in each accident at job site and to a limit of not less than Rs.25,00,000/- (Rupees Twenty Five Lacs Only) for all accidents at all job sites.

- 46.(2) Provided that the limit specified above shall operate only as a specification of minimum limits for Insurance purpose, but shall not anyway limit the Contractor's liability in terms of this clause to the limit(s) specified.

Should the Contractor fail to take out and/or keep Insurance as provided for in the foregoing sub-clause, GMDC shall be entitled (but without the obligation to do so) to take out and/or keep afoot such Insurance at the cost and expense of the Contractor and without prejudice to any other rights or remedies of GMDC in this behalf to deduct the sum(s) incurred hereof from the dues of the Contractor.

- 46.(3) Without prejudice to his liability to indemnify GMDC under clause 45 of these Conditions, the Contractor shall maintain and shall cause any Sub- Contractor to maintain :

46.(3)A Such insurances as are necessary to cover the liability of the Contractor or as the case may be of such Sub- Contractor, in respect of personal injuries or deaths arising out of or in the course of or caused by the carrying out of the work; and

46.(3)B Such insurances as may be specifically required by the Contract Bills in respect of injury or damage to property real or personal arising out of or in the course of or by reason of the carrying out the work, and caused by any negligence, omission or default of the Contractor, his servants or agents or, as the case may be of such Sub- Contractor, his servants or agents.

The Contractor shall produce or cause any Sub-Contractor to produce for inspection the relevant policy or policies of insurance together with the receipts in respect of premiums paid under such policy or policies as and when required so to do by the Engineer provided always that as and when may be reasonably required by the Engineer the production by either the Contractor or any Sub-Contractor of a current certificate of insurance from the company or firm which shall have issued the policy or policies aforesaid shall be a good discharge of the Contractor's obligation to produce or to cause the production of the policy or policies and the receipts in respect of premium paid.

47. Insurance of the works against fire etc.

47. A The Contractor shall in the joint names of GMDC and Contractor obtain and maintain a comprehensive Contractor's all risk policy which should also cover insurance against loss or damage by fire, storm, tempest, lightning, flood, earthquake, aircraft or anything dropped therefrom, aerial objects, riot and civil commotion for the full value thereof all work executed and all unfixed materials and goods intended for, delivered to and placed on or adjacent to the work, but excluding temporary building plant, tools and equipment owned or hired by the Contractor or any Sub-Contractor and shall keep such work materials and goods so insured until Virtual Completion of the work. Such insurances shall be with insurers approved by the Engineer and the Contractor shall deposit with the Engineer the policy or policies and the receipts in respect of premiums paid: and should the Contractor make default in insuring or continuing to insure as aforesaid GMDC may himself insure against any risk with respect of which the default shall have occurred and deduct a sum equivalent to the amount paid by him in respect of premium from any monies due to or to become due to the Contractor.

Provided always that if the Contractor shall independently of his obligations under this Contract maintain a policy of insurance which covers (inter alia) the said work, materials

and goods against the aforesaid contingencies to the full value thereof then the maintenance by the Contractor of such policy shall if GMDCs interest is endorsed thereon, be a discharge of the Contractor's obligation to insure in the joint names of GMDC and Contractor and the production by the Contractor as and when may reasonably be required by the Engineer of a current certificate of insurance from the company or firm which shall have issued the said policy shall be a discharge of the Contractor's obligation to deposit with the Engineer a policy or policies and the receipts in respect of premiums paid.

47. B Upon settlement of any claim under the insurances aforesaid the Contractor with due diligence shall restore work damaged, replace or repair unfixed materials or goods which have been destroyed or injured, remove or dispose of any debris and proceed with the carrying out and completion of the work. All monies received from such insurances shall be paid to the Contractor by installments under certificates of the Engineer issued at the period of interim certificates named in the Appendix to these Conditions. The Contractor shall not be entitled to payment in respect of the restoration of work damaged, the replacement and repair of any unfixed materials or goods and the removal and disposal of debris other than the monies received under the said insurances.

48. Determination by GMDC

48.(1) Default :

If the Contractor shall make default in any one or more of the following respects, that is to say

48.(1)A If he without reasonable cause wholly suspends the carrying out of the works before completion thereof, or

48.(1)B If he fails to proceed regularly and diligently with the works, or

48.(1)C If he refuses or persistently neglects to comply with a written notice from the Engineer requiring him to remove defective work or improper materials or goods, or

48.(1)D If he fails to comply with the provision of clause 25.

Then the Engineer may give him the notice by registered post or recorded delivery specifying the default, and if the Contractor either shall continue such a default for 14 days after receipt of such a notice and shall at any time thereafter repeat such a default (whether previously repeated or not). Then GMDC without prejudice to any other rights or remedies may within 14 days after such continuance or repetition by notice by registered post or recorded delivery forthwith determine the employment of the Contractor under this Contract, provided that such notice shall not be given unreasonably or vexatiously.

48.(2) Bankruptcy of Contractor :

In the event of the Contractor becoming bankrupt or making a composition or arrangement with his creditors or being a company having a winding up order made or (except for purposes of reconstruction) a resolution for voluntary winding up passed or a receiver or manager of his business or undertaking duly appointed or possession taken by or on behalf of the holders of any debentures secured by a floating charge, of any property comprised in or subject to the floating charge, the employment of the Contractor under this Contract shall be forthwith automatically determined but the said

employment may be reinstated and continued if GMDC and the Contractor, his trustee in bankruptcy, liquidator, receiver or manager as the case may be shall so agree.

- 48.(3) GMDC shall be entitled to determine the employment of the Contractor under this Contract. If the Contractor shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this Contract with GMDC, or for showing or forbearing to show favour or disfavour to any person in relation to this Contract or any other Contract with GMDC, or if the like acts shall have been done by any person employed by the Contractor or acting on his behalf (whether with or without the knowledge of the Contractor), or if in relation to this Contract or any other Contract with GMDC the Contractor or any person employed by him or acting on his behalf or shall have given any fee or reward the receipt of which is an offence under the laws of the land.
- 48.(4) In the event of the employment of the Contractor being determined as aforesaid and so long it has not been reinstated and continued, the following shall be the respective rights and duties of GMDC and Contractor.

48.(4)AGMDC may employ and pay other persons to carry out and complete the works and he or they may enter upon the works and use all temporary buildings, plant, machinery, appliances, goods and materials intended for, delivered to and placed on or adjacent to the works and may purchase all materials and goods necessary for the carrying out and completion of the Works.

48.(4)BThe Contractor shall if so required by GMDC or Engineer within 14 days of the date of determination assign to GMDC without payment the benefit of any Agreement for the supply of materials or goods and/or for the execution of any Works for the purposes of this Contract but on the terms that a supplier or Sub- Contractor shall be entitled to make any reasonable objection to any further assignment thereof by GMDC. In any case GMDC may pay any supplier or Sub-Contractor for any materials or goods delivered or Works executed for the purpose of the Contract (whether before or after the date of determination), in so far as the price thereof has not already been paid by the Contractor. GMDC's rights under this paragraph are in addition to his rights to pay nominated Sub- Contractors as provided in clause 26(2) and payments made under this paragraph may be deducted from any sum due or to become due to the Contractor.

48.(4)CThe Contractor shall as and when required in writing by the Engineer so to do (but not before) remove from the Works any temporary buildings, plant, tool, equipments, goods and materials belonging to or hired by him. If within a reasonable time after any such requirements has been made the Contractor, has not complied therewith then GMDC may (but without being responsible for any loss or damage) remove and sell any such property of the Contractor, holding the proceeds less all costs incurred to the credit of the Contractor.

48.(4)DThe Contractor shall allow or pay to GMDC in the matter hereinafter appearing the amount of any direct loss and/or damage caused to GMDC by the determination. Until after completion of the Works under paragraph (a) of this Sub- clause GMDC shall not be bound by any provisions of this Contract to make any further payment to the Contractor, but upon such completion and verification within a

reasonable time of the accounts therefore the Engineer shall certify the amount of expense properly incurred by GMDC and the amount of any direct loss and/or damage caused to GMDC by the determination and if such amount when added to the monies paid to the Contractor before the date of determination exceed a total amount which would have been payable on due completion in accordance with this Contract, the difference shall be a debt payable to GMDC by the Contractor : and if the said amounts, when added to the said monies be less than the said total amount, the difference shall be a debt payable by GMDC to the Contractor.

48.(5) Right of GMDC to terminate Contract in the event of death of Contractor, if individual.

Without prejudice to any of the rights or remedies under this contract, if the Contractor, being an individual, dies, GMDC shall have the option of terminating the Contract without incurring any liability for such termination.

49. Determination by the Contractor

49.(1) Without prejudice to any other rights and remedies which the Contractor may possess, if

49.(1)A GMDC does not pay to the Contractor the amount due on any certificate within the period for honouring certificates named in the Appendix to these Conditions and continues such default for fourteen days after receipt by registered post or recorded delivery of a notice from the Contractor stating that notice of determination under this condition will be served if payment is not made within fourteen days from receipt thereof, Or

49.(1)B GMDC interferes with or obstructs the issue of any certificate due under this Contract : Or

49.(1)C The carrying out of the whole or substantially the whole of the uncompleted works (other than the execution of work required under clause 42 of these conditions) is suspended for a continuous period of 90 days by reason of:

(i) Force majeure, Or

(ii) Loss or damage occasioned by any one or more of the contingencies referred to in clause 47 (a) or clause 47 (b) of these Conditions (if applicable). Or

(iii) Civil commotion, Or

(iv) Engineer's instructions issued under clauses 5(3), 30(1) or 38(2) of these Conditions, Or

(v) The Contractor not having received in due time necessary instructions drawings details or levels from the Engineer for which he specifically applied in writing on a date which having regard to the date of completion stated in the Appendix to these Conditions Or to any extension of time then fixed under clause 40 of these Conditions was neither

unreasonably distant from nor unreasonably close the date on which it was necessary for him to receive the same, Or

(vi) Delay on the part of Artists, Tradesmen or others engaged by GMDC in executing work not forming part of this Contract.

Then the Contractor by notice by registered post or recorded delivery to GMDC with a copy to the Engineer inform of his intention to serve a notice to determine the Contract forthwith unless the default is remedied within 90 days as the case may be.

49.(2) Upon such determination, then without prejudice to the accrued rights or remedies of either party or to any liability of the classes mentioned in clause 43 of these Conditions which may accrue either before the Contractor or any Sub-Contractors shall have removed his or their temporary buildings, plant, machinery, appliances, goods or materials or by reason of his or their so removing the same, the respective rights and liabilities of the Contractor and GMDC shall be as follows that is to say :

49.(2)A The Contractor shall with all reasonable dispatch and in such manner and with such precautions as will prevent injury, death or damage of the property in respect for which before the date of determination he was liable to indemnify GMDC under clause 42 of these Conditions remove from site all his temporary buildings, plant, machinery, appliances, goods and materials and shall give facilities for his Sub-Contractors to do the same but subject always to the provisions of Sub- paragraph (iii) of paragraph (b) of this Sub-clause.

49.(2)B After taking into account amounts previously paid under this Contract the Contractor shall be paid by GMDC:

(i) The total value of the Works completed at the date of determination.

(ii) The total value of Work begun and executed but not completed at the date of determination the value being ascertained mutatis in accordance with clause 30(4) of these Conditions.

(iii) The cost of materials or goods properly ordered for the Works for which the Contractor shall have paid or of which the Contractor is legally bound to pay, and on such payment by GMDC materials or goods so paid for shall become the property of GMDC.

(iv) The reasonable cost of the removal under paragraph (a) of this Sub-Clause.

(v) Any direct loss and/or damage caused to the Contractor by the determination.

Provided that in addition to all other remedies the Contractor upon such determination may take possession of and shall have a lien upon all unfixed materials which may have become the property of GMDC under clause 35 until payment of all monies due to the Contractor from GMDC.

50. Co-ordination of Work

50. At the commencement of work, and from time to time, the Contractor shall confer with the Sub-Contractors, persons, engaged on separate contracts in connection with the work, and with the Engineer for the purpose of the co-ordination and execution of the various phases of the work.

The Contractor shall ascertain the Sub-Contractors, persons engaged on separate Contracts in connection with the Works, the extent of all chasings, cuttings and forming of all openings, holes, grooves, etc. as may be required to accommodate the various services, the Contractor shall ascertain the routes of all services and the positions of all floor outlets, traps, etc. in connection with the installation of plant and services and arrange for the Construction of Work accordingly. The breaking and cutting of completed work must be avoided.

51. Labour

- 51.(1) The Contractor shall obtain necessary license from the Licensing Authority under the Contract Labour (Regulation & Abolition) Act, 1970 and the Central & State Rules framed there under and produce the same to GMDC before start of the work
- 51.(2) The Contractor shall not undertake or execute or permit any other agency or sub-contractor to undertake or execute any work on the Contractor's behalf through contract labour except under and in accordance with the license issued in that behalf by the licensing officer or other authority prescribed under the Factories Act or the contract labour (Regulation & Abolition) Act, 1970 or their applicable law, rule or regulation, if applicable.
- 51.(3) The provision of EPF & MP Act, 1952 and the Rules / Scheme there under shall be applicable to the Contractor and the employees engaged by him for the work. The Contractor shall furnish the code number allotted by the RPFC Authority, to the Engineer In charge before commencing the work
- 51.(4) The Contractor shall enforce the provisions of ESI Act and Scheme framed there under with regard to all his employees involved in the performance of the Contract, and shall deduct employee's contribution from the wages of each of the employee and shall deposit the same together with GMDC's contribution of such total wages payable to the employees in the appropriate account.
- 51.(5) The Contractor shall not employ any child labour for the Work. The Contractor shall also discourage the practice of adult labour bringing their children to the Site. However, for exceptional cases, the Contractor shall provide all necessary facilities to create safe and hygienic environment for the children brought to the Site by adult labour. Contractor shall create and maintain a separate area at Site, away from the places of operations, for this purpose through out the period of Contract. Contractor shall barricade it to avoid the chances of accidents. Creche facility together with a separate attendant, drinking water, toilet facilities and proper roof cover shall be provided at this area.
- 51.(6) No labourer 17(E) shall be allowed to reside within the Site. **The Contractor shall not be allowed to have any labour Colony within the Site. Arrangements outside the Site for this purpose shall be made by the Contractor on his own at his own expense. The Contractor shall be responsible for facilities like water supply, sanitation, etc. at the site of his labour colony.**

52. Protection of trees and shrubs

52. Trees and shrubs designated by the Engineer shall be protected from damage during the course of the work and the earth level shall not be changed within three feet of such trees. Where necessary such trees and shrubs shall be protected by means of temporary fencing.

53. Guarantee

53. All required guarantees shall be submitted to the Engineer by the Contractor at the time of signing of this Contract.

54. Antiquities

54.(1) All fossils and other objects of interest or value which may be found on the site or in excavating the same during the progress of the work shall become the property of GMDC. The Contractor shall carefully take out and preserve all such objects and shall immediately or as soon as convenient after the discovery of such articles deliver the same into the possession of the Engineer or of the Clerk-of-Works uncleaned and as excavated.

54.(2) If in the opinion of the Engineer compliance with the provisions of the preceding Sub-Clause has involved the Contractor in direct loss and/or expense for which he would not be reimbursed by a payment made under any other provision in this Contract then the Engineer shall ascertain the amount of such loss and/or expense, any amount from time to time so ascertained shall be added to the Contract Sum, and if an Interim Certificate is issued after the date of ascertainment any such amount shall be added to the amount which would otherwise be stated as due in such certificates.

55. Excepted matters

55. The decision, opinion, direction, certificate (except for payment) with respect to all or any of the matters under clauses 5, 9, 19, 25, 26, 36, 40 (1,2,4,7 and 8) and 48 hereof (which matters are herein referred to as the excepted matters) by the Engineer shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction, certificate or valuation of the Engineer or any refusal of the Engineer to give any of the same shall be subject to any right of Arbitration and review in the same way in all respect (including the provision as to opening the reference) as if it were a decision of the Engineer under the following clause.

56. Arbitration

Same as per clause of Technical Bid-I

57. Protection and Cleaning

57.(1) The Contractor shall protect and preserve the work from all damage or accident providing any temporary roof, window and door coverings, boxing or other construction as required by the Engineer. This protection shall be provided for all property adjacent to the site as well as on the site.

57.(2) The Contractor shall properly clean the work as it progresses and shall remove all rubbish and debris from the site from time to time as is necessary and as directed. On completion the Contractor shall ensure that the premises and/or site are cleaned, surplus materials debris, sheds etc. removed, areas under floors cleared of rubbish, gutters and drains cleared, doors and sashes eased, locks and fastenings oiled, keys

clearly labeled and handed to the Clerk-of-Works so that the whole is left fit for immediate occupation or use and to the satisfaction of the Engineer.

58. Tolerance

58. The Contractor shall exercise every care to ensure that all structural members are sufficiently plumb and true to dimensions called for on the drawings to receive prefabricated finishing elements such as doors, windows, cabinet work, ceramic work, concrete, tiles etc. Any variation may require rectification in the structural members or may involve remaking or replacing the finishing elements, fabricated to fit into the openings or spaces, as called for on the Drawings.

In case of separate Contract, the Contractor whose work does not conform to dimensions called for, shall be liable for all the expenses which may have to be incurred for rectification or replacement as may be required by the Engineer for the proper installation of the finishing elements. The Engineer's decision in this respect shall be final and binding on the parties concerned.

59. Bribery

Any commission, advantage, gift, gratuity, regard or bribe given, promised or offered by or on behalf of the Contractor or his agent or servant, or any other person on his or their behalf to any officer, servant, representative or agent of GMDC or of the Engineer or Engineer's Representative or to any person on their behalf or on behalf of any of them in relation to the obtaining or to the execution of this or of any other Contract with GMDC, may, in addition to any criminal liability which may be thereby incurred, subject the Contractor to the cancellation of this and all the other Contracts which he may have entered into with GMDC and also to the payment of any loss or damage resulting from such cancellation. GMDC shall be entitled upon a certificate in writing of the Engineer to deduct the amount so certified from any monies otherwise due to the Contractor under this or any other Contract or to recover the said amount as a debt due or partly the one and partly the other as GMDC shall deem advisable.

60. Declaration against Waiver

The condonation by GMDC or Engineer of any breach or breaches by the Contractor or a nominated sub- contractor of any of the stipulations and conditions contained in the Contract shall in no way prejudice or affect or be construed as a waiver of GMDC's rights, powers and remedies under the contract in respect of any breach or breaches as aforesaid.

61. Indemnity to GMDC's Agents and Engineer and Engineer's Agents.

- (1) The Contractor shall indemnify GMDC and every member, Officer, and Employee thereof and the Engineer and the Engineer's Agents and Representative and every member of his staff from any claim or demand from accident, injury, damage, loss and/or compensation of any kind whatsoever arising out of or in connection with all claims and demands which may be made against GMDC or the Engineer for or in respect of or arising out of failure by the Contractor in the performance of his obligation under any of the provisions of the Contract.
- (2) If GMDC has to pay or elects to pay any money in respect of any such claims or demands as aforesaid, the amount so paid and the cost incurred by GMDC shall be charged to and paid by the Contractor provided always that GMDC shall, if circumstances permit, give to the Contractor reasonable opportunity of examining such claims or demands before payment.

In the event of the Contractor disputing the amount of any payment (except payments made in accordance with the legal obligations or after approval by the Contractor) then the Contractor shall have the right to dispute the matter, and refer the matter to arbitration in accordance with the provisions of the Conditions of Contract.

62. Member of GMDC's Staff, Etc. Not Liable

Neither any member of GMDC's staff, nor the Engineer, nor any of his staff, nor the Engineer's Representative shall be in any way personally liable for the acts of obligations under the Contract, or answerable for any default or omission on the part of GMDC in the observance or performance of any of the acts, matters or things which are herein contained.

63. Return of Surplus Materials

Notwithstanding anything to the contrary contained in any or all the clauses of this contract, where any material for the execution of the Contract is procured with the assistance of GMDC by purchases made under orders or permits or licenses issued by Government the Contractor shall hold the said materials economically and solely for the purpose of the Contract and not dispose of them without the prior written permission of GMDC and return it to GMDC, if required by GMDC, at the price to be determined by the Engineer having due regard to the condition of the materials, the price to be determined not to exceed the purchase price thereof inclusive of sales tax, octroi and other such levies paid by the Contractor in respect thereof. In the event of breach of the aforesaid condition, the Contractor shall, in addition to being liable to action for contravention of the terms of licenses or permit and/or criminal breach of trust, be liable to GMDC for all moneys, advantages or profits resulting or which in the usual course would have resulted to him had the breach not taken place.

64. Concurrent Delays

In the event of delay in the work of the Contractor due to causes attributable to GMDC and also due to causes attributable to the Contractor, the Contractor shall not be entitled to make any claim on that account. Further, such delay will not be a valid reason to claim extension of time limit.

65. Rate of Progress

If for any reason, which does not entitle the Contractor to an extension of time, the rate of progress of the works or any section is at any time, in the opinion of the Engineer, too slow to comply with the Time of Completion, the Engineer shall so notify the Contractor who shall thereupon take, within a week, such steps as are necessary, subject to the consent of the Engineer, to expedite progress so as to comply with the Time of Completion. The Contractor shall not be entitled to any additional payment for taking such steps.

66. Advance Payment

An advance payment of the amount stated in the Appendix (Section G) to Conditions of Contract shall following the presentation by the Contractor to GMDC of an approved Bank Guarantee for the full value of advance payment, be certified by the Engineer for payment to the Contractor.

The advance payment shall be repaid by way of reduction in Interim Certificates as stated in Appendix to Conditions (Section G). Such reduction shall be made in each Interim Certificate until the advance payment has been repaid in full. Provided that upon the issue of the Certificate of virtual completion of the whole of the works or upon termination under provisions of this Contract, the whole of the balance then outstanding shall immediately become due and payable by the Contractor to GMDC.

In case the payable amount of the payment certificate is less than the installment amount of the recovery of such advance as mentioned in Section G, the entire payable amount for that particular certificate shall be recovered and the rest of the amount shall be recovered from the subsequent payment certificate(s) (R.A. Bills).

67. Daywork

The Engineer may, if in his opinion it is necessary or desirable, issue an instruction that any varied work shall be executed on a Daywork basis, the Contractors shall then be paid for such varied work under the Terms set out in the daywork schedule included in the Contract and at the rates and prices affixed thereto by him in the Tender.

The Contractor shall furnish to the Engineer such receipts or other vouchers as may be necessary to prove the amounts paid and, before ordering materials, shall submit to the Engineer quotations for the same for his approval.

In respect of such of the works executed on a daywork basis, a Contractor shall during the continuance of such work, deliver each day to the Engineer an exact list in duplicate of the names, occupation and time of all workmen employed on such work and a statement, also in duplicate, showing the description and quantity of all materials and Contractor's Equipment used thereon or therefore other than Contractor's Equipment which is included in the percentage addition in accordance with such daywork schedule one copy of each list and statement will, if correct, or when agreed, be signed by the Engineer and returned to the Contractor.

At the time of every running bill the Contractor shall deliver to the Engineer a priced statement of the labour, materials and Contractor's Equipment, except as aforesaid, used and the Contractor shall not be entitled to any payment unless such lists and statements have been fully and punctually rendered. Provided always that if the Engineers considers that for any reason the sending of such lists or statements by the Contractor, in accordance with the foregoing provision, was impracticable he shall nevertheless be entitled to authorise payment for such work, either as day work on being satisfied as to the time employed and the labour, materials and Contractor's Equipment used on such work, or at such value therefore as shall, in his opinion be fair and reasonable.

68. Examination of Work before Covering Up.

68.(1) No work shall be covered up or put out of view without the approval of the Engineer and the Contractor shall afford full opportunity for the Engineer to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon. The Contractor shall give due notice to the Engineer whenever any such work or foundations is or are ready or about to be ready for examination and the Engineer shall, without unreasonable delay, unless he considers it unnecessary and advises the Contractor accordingly, attend for the purpose of examining and measuring such works or of examining such foundations.

68.(2) Uncovering and Making Openings

The Contractor shall uncover any part or parts of the works or make openings in or through the same as the Engineer may from time to time direct and shall reinstate and make good such part or parts to the satisfaction of the Engineer. If any such part or parts have been covered up or put out of view after compliance with the requirement of sub-clause (1) of this clause and are found to be executed in accordance with the Contract, the expenses of uncovering, making openings in or through, reinstating and making good the same shall be borne by GMDC, but in any other case all cost shall be borne by the Contractor.

69. Works or Execution to be Deferred Temporarily

It will be appreciated that co-ordination of work with various agencies in a complex Project is of utmost importance for smooth working and timely completion. The requirements of the machinery and equipment erection will have to be taken into account in planning the execution of the civil works. The normal sequence of the work may have to be altered to suit erection requirements. Also it may be necessary to defer certain works such as walling in certain bays, floor finishes and concrete in ground floor slabs until after machinery erection.

Such temporary deferring of works or execution of specific items shall not entitle the contractor to any extension of time or any extra cost.

70. Fire Precautions

The Contractor shall conform to the regulations of controlling authority with respect to the precautions to be taken against fire hazards.

71. HEALTH, SAFETY AND ENVIRONMENT (HSE) MANAGEMENT

The Contractor shall have a Health and Safety Management Plan, which shall be required to be adhered to during the execution of the contract. The Health and Safety Management Plan may be modified by GMDC from time to time, during the currency of the contract, as required to address the concerns of GMDC in regard to Health and Safety.

GMDC may at any time, during the currency of the contract, replace the contractor's Health and Safety Management Plan with its own Health and Safety Management Plan / Manual. In case of such replacement by GMDC, the Contractor shall adhere to GMDC's Health and Safety Management Manual, as amended from time to time.

The Contractor shall also follow the instructions of Engineer-in-charge given to ensure compliance with the Health and Safety Management Plan/Manual. In case of failure of the Contractor to adhere to the provisions of Health and Safety Management Plan/Manual or the instructions of the Engineer-in-charge given in this regard, the next payment due to him shall not be released unless and until he complies with the provisions of the Health and Safety Management Plan/Manual or the instructions of the Engineer-in-charge in this regard, as the case may be, to the full satisfaction of the Engineer-in-charge.

Environment Management:

The Contractor shall have an Environment Management Plan, which shall be required to be adhered to during the remaining execution of the contract. The Environment

Management Plan may be modified by GMDC from time to time, during currency of the contract, as required to address the concerns of GMDC in regard to Environment.

GMDC may at any time, during the currency of the contract, replace the Contractor's Environment Management Plan with its own Environment Management Manual. In case of such replacement by GMDC, the Contractor shall adhere to GMDC's Environment Management Manual, as amended from time to time.

The Contractor shall also follow the instructions of Engineer-in-charge given to ensure compliance with the Environment Management Plan/Manual. In case of failure of the Contractor to adhere to the provisions of Environment Management Plan/Manual or the instructions of the Engineer-in-charge given in this regard, the next payment due to him shall not be released unless and until he complies with the provisions of the Environment Management Plan/Manual or the instructions of the Engineer-in-charge in this regard, as the case may be, to the full satisfaction of the Engineer-in-charge.

All soil brought from outside shall be free of any contamination which is likely to pollute the subsoil and subsoil water. GMDC/Consultant reserves the right to test samples at random to ensure compliance. All soil found contaminated is liable to be rejected.