

**Government of Rajasthan**  
**Water Resources Department**

**Tender Document**

**VOLUME-II**  
**(Financial – Bid)**

**For**

**Survey, Planning, Design & Construction of Navnera Barrage including Hydro-Mechanical Works, across River Kalisindh, near Village - Abra, Tehsil -Digod, District-Kota, Rajasthan, under Eastern Rajasthan Canal Project (ERCPC) Phase –I (A) on Engineering, Procurement and Construction (E.P.C) single Responsibility turnkey basis.**

**NIT No. 03 of 2018-19**

**July, 2018**

**Chief Engineer**  
**Water Resources Zone**  
**Kota**

**VOLUME I**  
**(Technical Bid)**

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## 1. General Provisions/Conditions

Sub-Title	Sub-Clause	Provision
<b>Definitions</b>	<b>1.1</b>	In the Conditions of Contract (these General Conditions) which include Special Conditions, the following works and expressions shall have the meaning stated as under. Words indicating persons or parties include firms, companies, and other legal entities except where context requires otherwise.
<b>The Contract</b>	<b>1.1.1</b>	
	<b>1.1.1.1</b>	<b>Bill of Quantities (BOQ)</b> means the priced and completed Bill of Quantities forming part of the Bid. <b>Activity Schedule</b> means the various stages of execution of the Works in case of Lump Sum Contract which are linked to payment Schedule.
	<b>1.1.1.2</b>	<b>Contract</b> means the document forming the Bid and acceptance thereof and the formal agreement executed between the competent authority on behalf of the Governor of Rajasthan and the Contractor, together with the documents referred to therein including these conditions, the Specifications, designs, Drawings and instructions issued from time to time on Contract and shall be complementary to one another.
	<b>1.1.1.3</b>	<b>Contract Agreement</b> means the Contract Agreement referred to in Sub-Clause 1.81 [ Signing of the Contract].
	<b>1.1.1.4</b>	<b>Contract Data</b> means the pages completed by the Procuring Entity entitled Contract Data which constitute the Special Conditions of the Contract.
	<b>1.1.1.5</b>	<b>Drawings</b> means the Drawings of the Works, as included in the Contract and any additional and modified drawings issued by (or on behalf of) the Procuring Entity in accordance with the Contract.
	<b>1.1.1.6</b>	<b>Letter of Acceptance</b> means the letter of formal acceptance, signed by the Procuring Entity, including any annexed memoranda comprising agreements between and signed by both Parties. If there is no such Letter of Acceptance, the expression “Letter of Acceptance” means the Contract Agreement and the date of issuing the Letter of Acceptance means the date of signing the Contract Agreement.
	<b>1.1.1.7</b>	<b>Letter of Technical/ Financial Bid</b> means the document entitled Letter Technical Bid or Letter of Financial Bid, which was completed by the Bidder and includes the signed offer to the Procuring Entity for the Works.
	<b>1.1.1.8</b>	<b>Risk and Cost</b> means when the Contractor fails to complete the Contract despite due notices, the procuring entity may terminate the Contract with full 10% compensation and/ or measure the acceptable work done and get the balance work of the BOQ/ Activity Schedule carried out at the risk and cost of the Contractor and the difference of cost at which the balance work is carried out through the Department or another agency is debited to the Contractor.
	<b>1.1.1.9</b>	<b>Schedules</b> means the document(s) entitled Schedules, completed by the Contractor and submitted with the letter of Bid, as included in the Contract. Such documents may include the Bill of Quantities, data, lists and Schedules of rates and /or prices.
	<b>1.1.1.10</b>	<b>Specifications</b> means the BIS, IRC, and other Codel Specification of the Works followed by relevant Department of the Government of India/ State Government and /or included in the Contract and any modification or addition made or approved by the Engineer-in-Charge.
	<b>1.1.1.11</b>	<b>Technical/ Financial Bid</b> means the Letter of Technical or Financial Bid and all other documents which the Bidder submitted with the Letter of Technical or Financial Bid, as included in the Contract.
	<b>1.1.2</b>	
	<b>1.1.2.1</b>	<b>Party:</b> means the Procuring Entity or the Contractor, or both as the context requires.

	<b>1.1.2.2</b>	<b>Contractor</b> shall mean the individual, firm or company, whether incorporate or not undertaking the Works and shall include the legal or authorised representative of such individual or the persons composing such firm or company or the successors of such firm or company and the permitted assignees of such individual, firm or company.
	<b>1.1.2.3</b>	<b>Contractor's Personnel</b> means the Contractor and Contractor's Representative and all personnel whom the Contractor utilizes on Site, who may include the staff, labour and other employees of the Contractor and of each Subcontractor; and any other personnel assisting the Contractor in the execution of the Works. All communications addressed to the Contractor can be handed over at site to the Contractor's Representative.
	<b>1.1.2.4</b>	<b>Contractor's Representative</b> means the person named by the Contractor in the Contract or appointed from time to time by the Contractor under Sub-Clause 4.5 [Contractor's Representative], who acts on behalf of the Contractor.
	<b>1.1.2.5</b>	<b>Engineer-in-Charge or Engineer</b> means the authorised engineer of the Procuring Entity who shall be in-charge of the Works and who shall sign the Contract on behalf of the Governor of Rajasthan/ Procuring Entity and who shall be responsible for supervising the Contract, administering the Contract, certifying payments due to the Contractor, issuing and issuing instructions in pursuance of the Contract.
	<b>1.1.2.6</b>	The <b>Procuring Entity or PE</b> means the Party who employs the Contractor to carry out the Works.
	<b>1.1.2.7</b>	<b>Procuring Entity's Personnel</b> means the Engineer-in-Charge, the assistants referred to in Sub-Clause 3.2 [Delegation by the Engineer-in-Charge] and all other staff, labour and other employees of the Engineer-in-Charge and of the Procuring Entity; and any other personnel notified to the Contractor, by the Procuring Entity or the Engineer-in-Charge, as Procuring Entity's Personnel.
	<b>1.1.2.8</b>	<b>Subcontractor</b> means any person / firm named in the Bid /Contract and approved by the Engineer-in-Charge as a Subcontractor, or any person appointed and approved as a Subcontractor subsequently, for a part of the Works; and the legal successors in title to each of these persons/ firms.
<b>Dates, tests and periods of completion</b>	<b>1.1.3</b>	
	<b>1.1.3.1</b>	<b>Base Date</b> means the date 28 Days prior to the last date specified for submission of the Bid or specified in GCC.
	<b>1.1.3.2</b>	<b>Commencement/ start Date</b> means the date specified under Sub-Clause 8.3.1 [Commencement of Works].
	<b>1.1.3.3</b>	A <b>Defect</b> is any part of the Works not completed in accordance with the approved specifications, designs and/ or drawings of the Contract.
	<b>1.1.3.4</b>	The <b>Defect Liability Certificate</b> is the certificate issued by Engineer-in-Charge after Defect Liability Period has ended and upon correction of Defects pointed out by the Engineer-in-Charge.
	<b>1.1.3.5</b>	The <b>Defect Liability Period</b> will be decided by the Department/ Organisation depending on nature of the Works, from the date of completion of the Works and shall be mentioned in the Contract Data.
	<b>1.1.3.6</b>	<b>Defects Notification Period</b> means the period for notifying Defects in the Works or a Section (as the case may be) under Sub-Clause 13.2 [Completion of Outstanding Work and Remedying Defects], which extends over twelve Months except if otherwise stated in the Contract Data (with any extension under Sub-Clause 13.4 [Extension of Defects Notification Period], calculated from the date on which the Works or Section is completed as certified under Sub-Clause 12.1 [Taking Over of the Works and Sections].
	<b>1.1.3.7</b>	<b>Performance Certificate</b> means a certificate issued under Sub-Clause 13.10

		[Performance Certificate].
	<b>1.1.3.8</b>	<b>Taking-Over Certificate</b> means a certificate issued under Sub-Clause 12.1[Taking Over of the Works and Sections].
	<b>1.1.3.9</b>	<b>Tests on Completion</b> means the tests which are specified in the Contract or agreed by both Parties or instructed as a Variation, and which are carried out under Clause 11 [Tests on Completion] before the Works or a Section (as the case may be) are taken over by the Procuring Entity.
	<b>1.1.3.10</b>	<b>Tests after Completion</b> means the tests (if any) which are specified in the Contract and which are carried out in accordance with the Specification after the Works or a Section (as the case may be) is taken over by the Procuring Entity.
	<b>1.1.3.11</b>	The <b>Intended Completion Date</b> is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Engineer-in Charge by issuing an extension of time.
	<b>1.1.3.12</b>	<b>Time for Completion</b> means the time for completing the Works or a section (as the case may be) under Sub-Clause 8.4 [Time for Completion], as stated in the Contract Data (with any extension under Sub-Clause 8.6 [Extension of Time for Completion], calculated from Commencement Date.
	<b>1.1.3.13</b>	<b>Day</b> means calendar Day; <b>Year</b> means a period of 365 Days.
<b>Money and Payments</b>	<b>1.1.4</b>	
	<b>1.1.4.1</b>	<b>Accepted Contract Amount</b> means the amount accepted in the Letter of Acceptance for execution and completion of the Works and remedying of any defects and maintaining the Works, if stated in the Contract.
	<b>1.1.4.2</b>	<b>Cost</b> means all expenditure reasonably incurred (or to be incurred) by the Contractor, whether on or off the Site, including overhead and similar charges, but does not include profit.
	<b>1.1.4.3</b>	<b>Final Payment Certificate</b> means the Payment Certificate issued under Sub-Clause 15.9 [Issue of Final Completion Certificate].
	<b>1.1.4.4</b>	<b>Final Statement</b> means the statement defined in Sub-Clause 15.10 [Final Statement of Payments].
	<b>1.1.4.5</b>	<b>Interim Payment Certificate</b> means a Payment Certificate issued under Sub-Clause 15.5 [Issue of Interim Payment Certificate], other than the Final Payment Certificate.
	<b>1.1.4.6</b>	<b>Market Rate of an item</b> shall be the current rate as decided by the Engineer-in Charge on the basis of the Cost of Materials and Labour at the Site where the work is to be executed for a variation item.
	<b>1.1.4.7</b>	<b>Payment Certificate</b> means a Payment Certificate issued under Clause 15 [Contract Price, Payment and Lien].
	<b>1.1.4.8</b>	<b>Provisional sums/ Lump sums</b> means a sum (if any) which is specified in the Contract as a provisional sum, for the execution of any part of the Works or for supply of Plant, Materials or services under Sub-Clause 9.6 [Provisional Sums]. These are also moneys provided in the estimate of the project to pay for unforeseen / un-quantified items. It may also include lump sum provided in the estimate/ BOQ for unforeseen items to be paid after approval of analysis of rates of such items and charges payable to Government agencies or the contractor for approvals, service connections, extensions of services from the supply lines etc., as the case may be.
	<b>1.1.4.9</b>	<b>Performance Security</b> means an amount as percentage of the Accepted Contract Price deposited in the form of Bank Guaranteed or any other prescribed form deposited by the Contractor as a security for due performance of the Contract.
<b>Works</b>	<b>1.1.5</b>	

<b>and Materials</b>		
	<b>1.1.5.1</b>	<b>Materials</b> are all supplies, including consumables, used by the Contractor for consumption in the Works.
	<b>1.1.5.2</b>	<b>Permanent Works</b> means the Permanent Works to be executed by the Contractor under the Contract. These works shall have a defined designed life and durability.
	<b>1.1.5.3</b>	<b>Plant</b> means the apparatus, machinery and other equipment intended to form or forming part of the Permanent Works,
	<b>1.1.5.4</b>	<b>Scope of work</b> shall cover execution of all aspects of the Works as per the Contract.
	<b>1.1.5.5</b>	<b>Section</b> means a part of the Works specified in the Contract Data as a Section (if any).
	<b>1.1.5.6</b>	<b>Temporary Works</b> are Works designed, approved constructed, installed, and removed by the Contractor which are needed for construction or installation of the Works.
	<b>1.1.5.7</b>	<b>Work or Works</b> shall, unless there is something either in the subject or context repugnant to such construction, be construed and taken to mean the Works by virtue of the Contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional works.
<b>Others</b>	<b>1.1.6</b>	
	<b>1.1.6.1</b>	<b>Act</b> means the Rajasthan Transparency in Public Procurement Act, 2012.
	<b>1.1.6.2</b>	<b>Contractor's documents</b> are the bids (technical and financial) submitted, softwares, bills, reports, drawings, designs, letters/ communications, test results, etc., submitted by the Contractor to the Procurement Entity in connection with the Contract.
	<b>1.1.6.3</b>	<b>Department</b> means any Department of Government of Rajasthan which invite Bids on behalf of Governor of Rajasthan as specified in Contract Data.
	<b>1.1.6.4</b>	<b>Field laboratory</b> means the Contractor's equipped laboratory provided with equipments, experienced personnel, consumables, books of specifications and codes for use on quality testing/ inspections on the works. In case of Works valuing more than Rupees 10 crores the Field Laboratory must NABL accredited.
	<b>1.1.6.5</b>	<b>Force Majeure</b> is defined in Sub-Clause 19.1 [Definition of Force Majeure].
	<b>1.1.6.6</b>	<b>Government/ Governor of Rajasthan</b> means the State Government of Rajasthan/ Governor of Rajasthan
	<b>1.1.6.7</b>	<b>Laws</b> means all the national or the state legislations, statutes, ordinances and other laws, and regulations and by-laws of India and Rajasthan and any legally constituted public authority.
	<b>1.1.6.8</b>	<b>Procuring Entity's Equipments</b> means the apparatus, machinery and vehicles (if any) made available by the Procuring Entity on hire for the use of the Contractor in the execution of the Works, as stated in the Specifications and Bidding Document.
	<b>1.1.6.9</b>	<b>Rules</b> means the Rajasthan Transparency in Public Procurement Rules, 2013
	<b>1.1.6.10</b>	<b>Site</b> shall mean land and/or other places on, into or through which work is to be executed under the Contract or any adjacent land, path or street through which work is to be executed under the Contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the Contract.
	<b>1.1.6.11</b>	<b>Site office</b> means a suitable covered all weather usable space built by the Contractor at Site of Works at his cost for use by him and the Procuring Entity.
	<b>1.1.6.12</b>	<b>Unforeseeable</b> means not reasonably foreseeable by the Base Date.
<b>Interpretation</b>	<b>1.1.6.13</b>	<b>Variations</b> mean any change to the Works, which is instructed or approved as a variation under Clause 9 [Deviations, Variations and Adjustments].
	<b>1.2</b>	In the Contract, except where the context requires otherwise

		<p>a) words indicating one gender include all genders;</p> <p>b) words indicating the singular also include the plural and words indicating the plural also include the singular;</p> <p>c) provisions including the word “agree”, “agreed” or “agreement” require the agreement to be recorded in writing;</p> <p>d) “written” or “in writing” means hand-written, typewritten, printed or electronically made, and resulting in a permanent record;</p> <p>e) the word “tender” is synonymous with “bid” and “tenderer” with “bidder” and the words “tender document” with “bidding document”.</p> <p>The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions.</p>
<b>Communications</b>	<b>1.3</b>	<p>Wherever these Conditions provide for the giving or issuing of approvals, certificates, consents, determinations, notices, requests and discharges, by one party to the other, these communications shall be:</p> <p>i. in writing and delivered by hand against receipt, sent by mail or courier, or transmitted using any of the agreed systems of electronic transmission as stated in the Contract Data; and ii. delivered, sent or transmitted to the address for the recipient’s Communications as stated in the Contract Data.</p> <p>However:</p> <p>a) if the recipient gives notice of another address, communications shall thereafter be delivered accordingly; and</p> <p>b) if the recipient has not stated otherwise when requesting an approval or consent, it may be sent to the address from which the request was issued. Approvals, certificates, consents and determinations shall not be unreasonably withheld or delayed. When a certificate is issued to a Party, the certifier shall send a copy to the other Party. When a notice is issued to a Party, by the other Party or the Engineer-in-Charge, a copy shall be sent to the Engineer-in-Charge or the other Party, as the case may be.</p>
<b>Law and language</b>	<b>1.4</b>	<p>The Contract shall be governed by the laws of Central Government, the State Government of Rajasthan and other States as applicable.</p> <p>The ruling language of the Contract shall be English or that stated in the Special Conditions of Contract.</p>
<b>Works to be carried out</b>	<b>1.5</b>	<p>The Works to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, equipment, tools, plants, testing and quality assurance, and transport which may be required in preparation of and doing in the full and entire execution and completion of the Works. The descriptions given in the Schedule of Quantities (Activity Schedule in case of Lump Sum Contract) shall unless otherwise stated, be held to include wastage on Materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other Labour necessary in and for the full and entire execution and completion of the Works as aforesaid in accordance with good practice and recognized principles to deliver a work of specified quality and durability conforming to designs, drawings etc. The Works include clearance, leveling and dressing of Site within a distance of 15 meters of the work site on all sides except where the building adjoins another building.</p>
<b>Sufficiency of Tender/ Bid</b>	<b>1.6</b>	<p>The Contractor shall be deemed to have satisfied himself before bidding as to the correctness and sufficiency of his Bid for the Works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of</p>

		the Works. He shall also be responsible for satisfying himself on the completeness of the documents /data provided by the Procuring Entity. He shall not raise any objections or deficiencies or inaccuracies in such documents.
<b>Discrepancies and adjustment of errors</b>	<b>1.7.1</b>	The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed Drawings being followed in preference to small scale Drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.
	<b>1.7.2</b>	In the case of discrepancy between the Bill of Quantities, the Specifications and/or the Drawings, the following order of preference shall be observed: <ul style="list-style-type: none"> <li>• Description of Bill of Quantities</li> <li>• Particular detailed Specification and Special Condition, if any</li> <li>• Drawings / Designs</li> <li>• IRC / MORT &amp; H , ASTHO Specification, if required</li> <li>• Indian Standard Specifications or B.I.S.</li> </ul>
	<b>1.7.3</b>	If there are varying or conflicting provisions made in any one document forming part of the Contract, the Procuring Entity shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the Contractor.
	<b>1.7.4</b>	Any error in description, quantity or rate in Bill of Quantities or any omission therefore shall not vitiate the Contract or release the Contractor from the execution of the whole or part of the Works comprised therein according to Drawings and Specifications or from any of his obligations under the Contract.
<b>Signing of the Contract</b>	<b>1.8.1</b>	The successful Bidder, after submitting the performance guarantee i.e. within 15 Days of receipt of Notification of Award or as specified in the Contract Data, shall attend the office of the Procurement Entity / Engineer- in-charge for authentication, signing and completion of the Contract document and execute the agreement consisting of: The notice inviting Bid, all the documents including Drawings, if any, forming the Bidding Document as issued at the time of invitation of bids and acceptance thereof together with any correspondence leading thereto, Standard Forms consisting of various standard Sub-Clauses with corrections up to the date stipulated in Contract Data along with annexure thereto and drawings etc. The Costs of stamp duties and similar charges (if any) imposed by Law in connection with entry into the Contract Agreement shall be borne by the Contractor.
<b>Signed copy of Contract Document to be given to Contractor</b>	<b>1.8.2</b>	The Contractor shall be furnished, free of Cost one signed copy of the Contract Documents together with all Drawings except standard Specifications (BIS or IRC or others), Schedule of Rates and such other printed and published documents, which shall be procured by the Contractor at his cost. These documents shall be deemed to be part of the Contract. These shall be kept in the Site office. None of these documents shall be used for any purpose other than that of this Contract.
<b>Conditions of the Contract</b>	<b>1.8.3</b>	Where any provision of the General conditions of Contract or general provision of contract is repugnant to or at variance with any provision of the Special Condition, then the provisions of the Special Condition shall be deemed to override the provision of the General conditions or general provisions of contract and shall to the extent of such repugnancy or variation, prevail. The order of precedence in any repugnancy shall be Special Conditions of Contract, General conditions of Contract, Scope of work & preliminary Drawings submitted, Technical Specifications, BOQ.

<b>Priority of Documents</b>	<b>1.8.4</b>	<p>The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:</p> <ul style="list-style-type: none"> <li>(a) the Contract Agreement,</li> <li>(b) the Letter of Acceptance/ Letter of Intent/ Work Order,</li> <li>(c) the Technical Bid and Financial Bid along with the letters of the Technical Bid and Financial Bid</li> <li>(d) the Contract Data/ Special Conditions of Contract,</li> <li>(e) the General Conditions of Contract,</li> <li>(f) the Specifications,</li> <li>(g) the Drawings,</li> <li>(h) the Instructions to Bidders,</li> <li>(i) the Notice Inviting Bids, and</li> <li>(j) the Schedules and any other documents forming part of the Contract.</li> </ul> <p>If an ambiguity or discrepancy is found in the documents, the Engineer-in-Charge shall issue any necessary clarification or instruction.</p>
<b>Personnel</b>	<b>1.9.1</b>	<p>The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the qualification criteria to carry out the functions stated in the Schedule or other personnel approved by the Engineer-in-Charge. The Engineer-in-Charge will approve any proposed replacement of key personnel only if their qualifications, abilities, and relevant experiences are substantially equal to or better than those of the personnel listed in the Schedule.</p>
	<b>1.9.2</b>	<p>If the Engineer-in-Charge asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating reasons, the Contractor shall ensure that the person leaves the Site within seven Days and has no further connection with the work in the Contract.</p>
<b>Procuring Entity's Risks</b>	<b>1.10</b>	<p>The Procuring Entity is responsible for the excepted risks which are :</p> <ul style="list-style-type: none"> <li>(a) in so far as they directly affect the execution of the Works in India, the risks of war, hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot commotion or disorder (unless restricted to the Contractor's employees), and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive, or</li> <li>(b) a cause due solely to the design of the Works, other than the Contractor's design.</li> </ul>
<b>Contractor's Risks</b>	<b>1.11</b>	<p>All risks of loss of or Damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the Procuring Entity's risks are the responsibility of the Contractor.</p>
<b>Procuring Entity's use of Contractor's documents</b>	<b>1.12</b>	<p>As between the Parties, the Contractor shall retain the copyright and other intellectual property rights in the Contractor's Documents and other design documents made by (or on behalf of) the Contractor. The Contractor shall be deemed (by signing the Contract) to give to the Procuring Entity a non-terminable transferable non-exclusive royalty-free license to copy, use and communicate the Contractor's Documents, including making and using modifications of them. This license shall:</p> <ul style="list-style-type: none"> <li>i. apply throughout the actual or intended working life (whichever is longer) of the relevant parts of the Works,</li> <li>ii. entitle any person in proper possession of the relevant part of the Works to copy, use and communicate the Contractor's Documents for the purposes of completing, operating, maintaining, altering, adjusting, repairing and demolishing the Works, and in the case of Contractor's Documents which are in the form of computer programs and other</li> </ul>



		software, permit their use on any computer on the Site and other places as envisaged by the Contract, including replacements of any computers supplied by the Contractor. iii. The Contractor's Documents and other design documents made by (or on behalf of) the Contractor shall not, without the Contractor's consent, be used, copied or communicated to a third Party by (or on behalf of) the Procuring Entity for purposes other than those permitted under this Sub-Clause.
<b>Contractor's use of Procuring Entity's Documents</b>	<b>1.13</b>	As between the Parties, the Procuring Entity shall retain the copyright and other intellectual property rights in the Specification, the Drawings and other documents made by (or on behalf of) the Procuring Entity. The Contractor may, at his Cost, copy, use, and obtain communication of these documents for the purposes of the Contract. They shall not, without the Procuring Entity's consent, be copied, used or communicated to a third Party by the Contractor, except as necessary for the purposes of the Contract.
<b>Care and Supply of documents</b>	<b>1.14</b>	<p>The approved Specification, Designs and Drawings shall be in the custody and care of the Procuring Entity. Unless otherwise stated in the Contract, one copy of the Contract and of each subsequent Drawing shall be supplied to the Contractor, who may make further copies at his Cost.</p> <p>Each of the Contractor's Documents shall be in the custody and care of the Contractor, unless and until taken over by the Procuring Entity. Unless otherwise stated in the Contract, the Contractor shall supply to the Engineer-in-Charge four copies of each of the Contractor's Documents.</p> <p>The Contractor shall keep, on the Site, a copy of the Contract, publications named in the Specification, the Contractor's Documents (if any), the Drawings and Variations and other communications given under the Contract. The Procuring Entity's Personnel shall have the right of access to all these documents at all reasonable times.</p> <p>If a Party becomes aware of an error or Defect in a document which was prepared for use in executing the Works, the Party shall promptly give notice to the other Party of such error or Defect.</p>
<b>Delays in issuing drawings or instructions.</b>	<b>1.15</b>	<p>The Contractor shall give notice to the Engineer-in-Charge whenever the Works are likely to be delayed or disrupted if any necessary Drawing or instruction is not issued to the Contractor within a particular time, which shall be reasonable. The notice shall include details of the necessary Drawing or instruction, details of why and by when it should have been issued, and the nature and amount of the delay or disruption likely to be suffered if it is late.</p> <p>If the Contractor suffers delay and/or incurs Cost as a result of a failure of the Engineer-in-Charge to issue the notified Drawing or instruction within a time which is reasonable and is specified in the notice with supporting details, the Contractor shall give a further notice to the Engineer-in-Charge and shall be entitled subject to Sub-Clause 21.2 [Contractor's Claims] to an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.6 [Extension of Time for Completion],</p> <p>However, if and to the extent that the Engineer-in-Charge's failure was caused by any error or delay by the Contractor, including an error in, or delay in the submission of, any of the Contractor's Documents, the Contractor shall not be entitled to such extension of time,</p>
<b>Confidential Details</b>	<b>1.16</b>	The Contractor's and the Procuring Entity's Personnel shall not disclose all such confidential and other information as may be reasonably required in order to verify compliance with the Contract and allow its proper implementation. Each of them shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out their respective obligations under the Contract or to comply with applicable Laws. Each of them shall not publish or disclose any particulars of the Works prepared by

		the other Party without the previous agreement of the other Party. However, the Contractor shall be permitted to disclose any publicly available information, or information otherwise required to establish his qualifications to compete for other projects.
<b>2. The Procuring Entity</b>		
<b>Right of Access to the Site</b>	<b>2.1</b>	<p>The Procuring Entity shall give the Contractor right of access to, and possession of the entire Site within the time specified in the Special Conditions of Contract (SCC). If under the Contract the Procuring Entity is required to give to the Contractor possession of any foundation, structure, plant or means of access, the Procuring Entity shall do so in the time and manner stated in the Specifications/ Special Conditions of Contract. However, the Procuring Entity may withhold any such right or possession until the Performance Security has been received.</p> <p>If the Contractor suffers delay as a result of a failure by the Procuring Entity to give any such right or possession within such time, the Contractor shall give notice to the Engineer-in-charge and shall be entitled subject to Sub-Clause 21.2 [Contractor's Claims] to an extension of time for any such delay, if completion is or will be delayed,</p> <p>After receiving this notice, the Engineer-in-charge shall promptly proceed to agree or determine these matters.</p> <p>However, if and to the extent that the Procuring Entity's failure was caused by any error or delay by the Contractor, including an error in, or delay in the submission of, any of the Contractor's Documents, the Contractor shall not be entitled to such extension of time.</p>
	<b>2.2</b>	The right and possession may not be exclusive to the Contractor.
<b>Assistance by Procuring Entity</b>	<b>2.3</b>	<p>The Procuring Entity shall provide, at the request of the Contractor, such reasonable assistance as to allow the Contractor to obtain expeditiously any permits, licenses or approvals which the Contractor is required to obtain :</p> <p>i. for the delivery of Goods, including clearance through customs, and</p> <p>ii. for the export of Contractor's Equipment when it is removed from the Site.</p>
<b>Procuring Entity's Personnel</b>	<b>2.4</b>	The Procuring Entity shall be responsible for ensuring that the Procuring Entity's Personnel and the Procuring Entity's other Contractors on the Site, co-operate with the Contractor's efforts under Sub-Clause 4.7 [Co-operation], and take actions similar to those which the Contractor is required to take under Sub-Clause 4.8 [Safety Procedures] and under Sub-Clause 4.17 [Protection of the Environment]
<b>Procuring Entity's Claims</b>	<b>2.5</b>	<p>If the Procuring Entity considers himself to be entitled to any payment under any Sub-Clause of these Conditions or otherwise in connection with the Contract, and/or to any extension of the Defects Liability Period, the Procuring Entity or the Engineer-in-charge shall give notice and particulars to the Contractor. However, notice is not required for payments due under Sub-Clause 4.18 [Electricity, Water and Gas], under Sub-Clause 4 . 19 [Issue of Procuring Entity's Equipment and Materials], or for other services requested by the Contractor.</p> <p>The notice shall be given as soon as practicable and no longer than 28 Days after the Procuring Entity became aware, or should have become aware, of the event or circumstances giving rise to the claim. A notice relating to any extension of the Defects Notification Period shall be given 28 days before the expiry of such period.</p> <p>The particulars shall specify the Sub-Clause or other basis of the claim, and shall include substantiation of the amount and/or extension Defects Notification Period to which the Procuring Entity considers himself to be entitled in connection with the Contract. The Engineer-in-charge shall then</p>

		<p>proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine the amount (if any) which the Procuring Entity is entitled to be paid by the Contractor, and/or the extension (if any) of the Defects Notification Period in accordance with Sub-Clause 13.4 [Extension of Defects Notification Period].</p> <p>This amount may be included as a deduction in the Contract Price and Payment Certificates. The Procuring Entity shall be entitled to set off against or make any deduction from an amount certified in a Payment Certificate, or to otherwise claim against the Contractor, in accordance with this Sub-Clause.</p>
<b>Quality Control</b>	<b>2.6</b>	<p>The Procuring Entity shall have the right to exercise proper Quality Control measures. The Contractor shall provide a fully equipped field laboratory as specified in the Bid, testing personnel, consumables and other assistance at his cost to conduct such tests as may be specified in the Contract.</p> <p>i) by the Engineer-in-Charge's personnel to conform the quality and acceptance of the work and</p> <p>ii) by the Technical Examiner's organisation or such other independent bodies of State Government/ the Department/ Organisation.</p> <p>The work shall have to be completed to conform to the specifications and shall be acceptable only after rectification of deficient /defective works as per 'Non Conformance Reports', if any, issued by the above mentioned agency or the Engineer-in-Charge.</p>
<b>3. Engineer-in-Charge</b>		
<b>Duties and Responsibilities</b>	<b>3.1.1</b>	<p>The Procuring Entity shall designate/ appoint an Engineer-in-charge for the Works, as specified in the Contract Data, who shall carry out the duties assigned to him in the contract and ensure execution of works as per approved drawings, designs, specifications etc. The Engineer-in-charge's staff shall include suitably qualified Engineers and other professionals who are competent to carry out these duties.</p> <p>The Engineer-in-charge shall have no authority to amend the Contract. The Engineer-in-charge may exercise the authority attributable to the Engineer-in-charge as specified in or necessarily to be implied from the Contract. If the Engineer-in-charge is required to obtain the approval of the competent authority before exercising a specific power, he shall obtain that approval.</p>

	3.1.2	<p>The Procuring Entity shall promptly inform the Contractor of any change to the authority attributed to the Engineer-in-charge.</p> <p>However, whenever the Engineer-in-charge exercises a specified authority for which the Procuring Entity’s approval is required, then (for the purposes of the Contract) the Procuring Entity shall be deemed to have given approval.</p> <p>Except as otherwise stated in these Conditions:</p> <ul style="list-style-type: none"> <li>i. whenever carrying out duties or exercising authority, specified in or implied by the Contract, the Engineer- in-charge shall be deemed to act for the Procuring Entity;</li> <li>ii. the Engineer-in-charge has no authority to relieve either Party of any duties, obligations or responsibilities under the Contract; and</li> <li>iii. any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by the Engineer-in-charge (including absence of disapproval) shall not relieve the Contractor from any responsibility he has under the Contract, including responsibility for errors, omissions, discrepancies , quality of works and non-compliances to specifications/ instructions of the Engineer-in-charge /Procuring Entity.</li> <li>iv. Any act by the Engineer-in-charge in response to a Contractor’s request except otherwise expressly specified shall be notified in writing to the Contractor within 28 Days of receipt.</li> </ul> <p>The Engineer-in-charge shall obtain the specific approval of the competent authority before taking action under the following Sub-Clauses of these Conditions and other Sub-Clauses, if specified in the Contract Data:</p> <ul style="list-style-type: none"> <li>i. Sub-Clause 4.12 [Unforeseeable Physical Conditions] agreeing or determining an extension of time and/or additional Cost.</li> <li>ii. Sub-Clause 9.1 [Right to Vary]: Instructing a Variation, except; <ul style="list-style-type: none"> <li>(a) in an emergency situation as determined by the Engineer-in-charge, or</li> <li>(b) if such a Variation would increase the Accepted Contract Amount by less than the percentage specified in the Contract Data.</li> </ul> </li> <li>iii. Approving a proposal for Variation submitted by the Contractor in accordance with Sub-Clause 9.1 [Right to Vary] or Sub-Clause 9.3 [Value Engineering].</li> </ul> <p>Notwithstanding the obligation, as set out above, to obtain approval, if, in the opinion of the Engineer-in-charge, an emergency occurs affecting the safety of life or of the works / workmen or of adjoining property, he may, without relieving the Contractor of any of his duties and responsibility under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer-in-charge, be necessary to abate or reduce the risk. The Contractor shall forthwith comply, despite the absence of approval of the competent authority, with any such instruction of the Engineer-in-charge. The Engineer-in-charge shall determine (after due approval from the competent authority) an addition to the Contract Price, in respect of such instruction, in accordance with Clause 9 [Deviations, Variations and Adjustments] and shall notify the Contractor accordingly, with a copy to the Procuring Entity.</p>
Delegation by Engineer-in-Charge	3.2	<p>The Engineer-in-charge may from time to time assign duties and delegate authority to assistants and may also revoke such assignment or delegation. These assistants may include a resident Engineer, and/or independent inspectors appointed to inspect and/or test items of works and/or Materials. The assignment, delegation or revocation shall be in writing and shall not take effect until copies have been received by both Parties.</p> <p>However, unless otherwise agreed by both Parties, the Engineer- in-charge shall not delegate the authority to determine any matter in accordance with Sub-Clause 3 .5 [Determinations]</p>

		<p>Each assistant, to whom duties have been assigned or authority has been delegated, shall only be authorized to issue instructions to the Contractor to the extent defined by the delegation. Any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by an assistant, in accordance with the delegation, shall have the same effect as though the act had been an act of the Engineer-in-charge. However:</p> <p>i. any failure to disapprove any work, Plant or Materials shall not constitute approval, and shall therefore not prejudice the right of the Engineer-in-charge to reject the work, Plant or Materials; ii. if the Contractor questions any determination or instruction of an assistant, the Contractor may refer the matter to the Engineer-in-charge, who shall promptly confirm, reverse or vary the determination or instruction.</p>
<b>Instruction of the Engineer-in-Charge</b>	<b>3.3</b>	<p>The Engineer-in-charge may issue to the Contractor (at any time) instructions and additional or modified Drawings which may be necessary for the execution of the Works and the remedying of any Defects, all in accordance with the Contract. The Contractor shall only take instructions from the Engineer-in-charge, or from an assistant to whom the appropriate authority has been delegated under Sub-Clause 3.2. If an instruction constitutes a Variation, Clause 9 [Deviations, Variations and Adjustments] shall apply. The Contractor shall comply with the instructions given by the Engineer-in-charge or delegated assistant, on any matter related to the Contract. Whenever practicable, their instructions shall be given in writing. If the Engineer-in-charge or a delegated assistant:</p> <p>i. gives an oral instruction,</p> <p>ii. receives a written confirmation of the instruction, from (or on behalf of) the Contractor, within two working Days after giving the instruction, and iii. does not reply by issuing a written rejection and/or instruction within two working Days after receiving the confirmation, then the confirmation shall constitute the written instruction of the Engineer-in-charge or delegated assistant (as the case may be).</p>
<b>Replacement of Engineer-in-Charge</b>	<b>3.4</b>	<p>If the Procuring Entity replaces the Engineer-in-charge, the Procuring Entity shall inform the Contractor.</p>
<b>Determinations</b>	<b>3.5</b>	<p>Whenever these Conditions provide that the Engineer-in-charge shall proceed in accordance with this Sub-Clause 3.5 to agree or determine any matter like variations, extensions of time, responsibilities / valuation for loss and or Damage to works etc., the Engineer-in-charge shall peruse the Contract, Specifications, Codes and consult the Contractor in an endeavor to reach an agreement. If an agreement is not reached, the Engineer-in-charge shall make a fair determination in accordance with the Contract, taking due regard of all relevant circumstances.</p> <p>The Engineer-in-charge shall give notice to the Contractor of each agreement or determination, with supporting particulars, within 28 Days from the likely date of implementation of such agreement or determination and obtain receipt of the corresponding claim or request except when otherwise specified. The Contractor shall give effect to each determination unless and until revised under Clause 21 [Claims, Disputes and Arbitration].</p>
<b>Minutes of Meeting</b>	<b>3.6</b>	<p>The Engineer-in-charge may require the Contractor to attend a progress review / or quality assurance/ design review meeting during execution of the Works. The Engineer-in-charge shall record the minutes of the meeting and provide a copy within 7 days to the Contractor for compliance. These minutes will be a part of evidence in case of request for extension of time or variation or punitive action against the Contractor as per terms of the Contract.</p> <p>In case the issue of minutes is delayed, the Contractor may issue the record</p>

		note of discussions and decisions taken in the meeting for record and confirmation by the Engineer-in Charge. These shall be treated as confirmed if not denied within 5 working days by the Engineer-in-Charge.
<b>4. The Contractor</b>		
<b>General Obligations and Contractor's personnel.</b>	<b>4.1.1</b>	The Contractor shall design, prepare drawings (to the extent specified in the Contract), execute as per specifications and complete the Works in accordance with the Contract and with the Engineer-in-Charge's instructions, and shall remedy any Defects in the Works. The Contractor shall provide the Plant and Contractor's Documents specified in the Contract, and all Contractor's Personnel, Goods, consumables and other things and services, whether of a temporary or permanent nature, required in and for this design, execution, completion and remedying of Defects.
	<b>4.1.2</b>	The Contractor shall be responsible for the adequacy, stability and safety of all Site operations and of all methods of construction. Except to the extent specified in the Contract, the Contractor shall be responsible for all Contractor's Documents, Temporary Works, and such design of each item of works, Plant and Materials as is required for the item to be in accordance with the specifications for items of Contract, and shall not otherwise be responsible for the design or Specification of the Permanent Works.
	<b>4.1.3</b>	The Contractor shall deploy experienced and competent personnel to execute the works. The quality of workmanship has to be as specified. Personnel not found capable of good workmanship shall be removed and replaced with better workman.
	<b>4.1.4</b>	The Contractor shall, whenever required by the Engineer-in-charge, submit details of the arrangements and methods which the Contractor proposes to adopt for the execution of the Works. He shall also be responsible for the safety of works and personnel at the site and shall submit a safety execution plan (as per relevant code for safety at construction site) for the approval by the Engineer-in-charge. No significant alteration to these arrangements and methods shall be made without this having previously been approved by the Engineer-in-charge. He shall also comply to the requirements of the mitigations of the Environmental impacts of the execution of works.
	<b>4.1.5</b>	If the Contract specifies that the Contractor shall design any part of the Permanent Works, then unless otherwise stated in the Special Conditions of Contract: i. the Contractor shall submit to the Engineer-in-charge the Contractor's Documents for this part in accordance with the procedures specified in the Contract. ii. these Contractor's Documents shall be in accordance with the Specification and Drawings, shall be written in the language for communications defined in the Sub-Clause 1.4 [Law and Language] and shall include additional information required by the Engineer-in-charge to add to the Drawings for co-ordination of each Party's designs; iii.the Contractor shall be responsible for this part and it shall, when the Works are completed, be fit for such purposes for which the part is intended as are specified in the Contract; and iv. prior to the commencement of the Tests on Completion, the Contractor shall submit to the Engineer-in-charge the "as-built" drawings, designs and documents and, if applicable, operation and maintenance manuals in accordance with the Specification and in sufficient detail for the Procuring Entity to operate, maintain, dismantle, reassemble, adjust and repair all parts of the Works. Such part shall not be considered to be completed for the purposes of taking-over under Clause 12 [Taking Over of the Works and Sections] until these documents and manuals have been submitted to the

		Engineer-in-charge.
	<b>4.1.6</b>	The Contractor shall allow the Engineer-in-charge and any person authorized by the Engineer-in-charge access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where Materials or plant are being installed / assembled for the Works. The contractor may satisfy himself regarding site, acquisition of land, approach roads etc.
	<b>4.1.7</b>	The liability, if any, on account of quarry fees, royalties, octroi, service tax, and any other taxes and duties in respect of materials actually consumed on public work shall be borne by the Contractor.
	<b>4.1.8</b>	The cost of all water / power connections necessary for the execution of the Works and the cost of water consumed and hire charges of meters and the cost of electricity consumed in connection with the execution of the Works shall be paid by the Contractor except where otherwise specifically indicated. He shall also be responsible for environment mitigated disposal of waste water released during execution.
<b>Compliance with the Code of Integrity</b>	<b>4.2.1</b>	The Contractor is bound by the provisions of the Code of Integrity stipulated in the Act, the Rules and specified in ITB Sub-Clause 1.3 [Code of Integrity] and refrain himself from corrupt, fraudulent, coercive and collusive practices which are defined as below: a) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party; b) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; c) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; d) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
	<b>4.2.2</b>	The Procuring Entity shall take legal action against the Contractor, if it breaches any provisions of the Code of Integrity, under Section 11(3), 46 and chapter IV of the Act.
	<b>4.2.3</b>	The Contractor shall permit the Procuring Entity to inspect the Contractor’s accounts and records relating to the performance of the Contract and to have them audited by auditors appointed by the Procuring Entity, if so required by the Procuring Entity.
<b>Performance Security</b>	<b>4.3.1</b>	The Contractor shall have the option to furnish a Performance Security @ 10% of the Contract value, in Indian Rupees, in one of the following forms [ <i>strike out which is not applicable</i> ]: i. Bank Draft or Banker's Cheque of a Scheduled Bank in India; or ii. National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of Bid and formally transferred in the name of the Procuring Entity with the approval of Head Post Master; or iii. Bank guarantee. It shall be of a scheduled Bank in India in prescribed or other acceptable format or from other Issuer acceptable to the Procuring

		<p>Entity. The bank guarantee shall be got verified from the issuing bank and confirmer, if any; or</p> <p>iv. Fixed Deposit Receipt (FDR) of a Scheduled Bank in India. It shall be in the name of the Procuring Entity on account of Bidder and discharged by the Bidder in advance. The Procuring Entity shall ensure before accepting the Fixed Deposit Receipt that the Bidder furnishes an undertaking from the bank to make payment/ premature payment of the Fixed Deposit Receipt on demand to the Procuring Entity without requirement of consent of the Bidder concerned. In the event of forfeiture of the Performance Security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.</p> <p>v. The Contractor shall have option to get the Performance Security deposited by deduction from his each running and final bill ( Payment Certificate) @ 10% of the amount of the bill.</p>
<b>Additional Performance Security</b>	<b>4.3.2</b>	<p>i. If the Bid, which results in the lowest evaluated bid price, is seriously imbalanced or front loaded in the opinion of the Procuring Entity, the Procuring Entity may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, taking into consideration the schedule of estimated Contract payments, the Procuring Entity may require that the amount of the performance security be increased (to a maximum of 20% of the bid value of such items) at the expense of the Bidder to a level sufficient to protect the Procuring Entity against financial loss in the event of default by the successful Bidder under the Contract.</p> <p>ii. Without limitation to the provisions of the rest of this Sub-Clause, whenever the Engineer-in-charge determines an addition to the Contract Price as a result of a change in Cost, or as a result of a Variation of the Contract Price, the Contractor shall at the Engineer-in-charge's request promptly increase the Performance security to a level of 10 percent of the increased Contract Price.</p>
	<b>4.3.3</b>	<p>The proceeds of the Performance Security may be forfeited in full or part and shall be payable as compensation to the Procuring Entity on happening of any of the events mentioned below:</p> <p>i. when the Contractor does not execute the agreement within the specified time; after issue of letter of acceptance/placement of work order; or</p> <p>ii. the Contractor fails to commence the work within the time specified; or</p> <p>iii. when the Contractor fails to complete the work satisfactorily within the time specified; or</p> <p>iv. when any terms and conditions of the contract is breached; or</p> <p>v. Failure by the Contractor to pay the Procuring Entity any amount due, either as agreed by the Contractor or determined under any of the Sub-Clauses of these Conditions or any established dues under any other contract; or</p> <p>vi. if the Contractor breaches any provision of the Code of Integrity prescribed for Bidders specified in the Act, the Rules, ITB Sub-Clause 1.3 and Sub-Clause 4.2.1 of these Conditions.</p> <p>Notice of reasonable time will be given in case of forfeiture of Performance Security. The decision of the Procuring Entity in this regard shall be final.</p>
	<b>4.3.4</b>	<p>The Contractor shall ensure that the Performance Security remains valid upto a period 60 days beyond fulfillment of all the obligations of the Contractor under the Contract, including defect liability and maintenance, if any. If the terms of the Performance Security specify its expiry date, and the</p>



		<p>Contractor has not become entitled to receive the Performance Certificate by the date 28 Days prior to the expiry date as provided in the Contract, the Contractor shall get extended the validity of the Performance Security.</p> <p>Failure by the Contractor to extend the validity of the Performance security as described herein above, in which event the Engineer-in-charge may claim the full amount of the performance security.</p>
	<b>4.3.5</b>	The Procuring Entity shall return the Performance Security or release the Performance Security Declaration to the Contractor as below after completion of all obligations under the Contract.
	<b>4.3.6</b>	In the event of the Contract being determined or rescinded under any of the provisions of Sub-Clause 16.1, the Performance Security shall stand forfeited in full and shall be absolutely at the disposal of the Procuring Entity.
<b>Commencement of Work at the earliest. Record the commencement or start date.</b>	<b>4.4</b>	The Contractor shall commence the Works after signing of the Contract within the period as specified in the Special Conditions of the Contract. In case the Contractor does not commence the works within the above period, the Engineer-in-charge shall issue a notice after the expiry of the said period. The actual date of commencement shall be duly recorded by the Engineer-in-Charge.
<b>Contractor's Representative</b>	<b>4.5</b>	<p>Contractor shall appoint the Contractor's Representative and shall give him all authority necessary to act on the Contractor's behalf under the Contract.</p> <p>Unless the Contractor's Representative is named in the Contract, the Contractor shall, prior to the Commencement Date, submit to the Engineer-in-charge for consent the name and particulars of the person the Contractor proposes to appoint as Contractor's Representative. If consent is withheld or subsequently revoked in terms of this Sub-Clause, or if the appointed person fails to act as Contractor's Representative, or conducts improperly at the Site, the Contractor shall submit the name and particulars of another suitable person for such appointment. The former representative shall be removed within seven Days of such notice containing reasons by the Engineer-in-charge.</p> <p>The Contractor shall not, except if the representative has lost the confidence of the Contractor or is not complying to the instructions of the Engineer-in-charge or his assistants, remove without the prior consent of the Engineer-in-charge, revoke the appointment of the Contractor's Representative or appoint a replacement.</p> <p>The whole time of the Contractor's Representative shall be given to directing the Contractor's performance of the Contract. If the Contractor's Representative is to be temporarily absent from the Site during the execution of the Works, a suitable replacement person shall be appointed, subject to the Engineer-in-charge's prior consent, and the Engineer-in-charge shall be notified accordingly. The Contractor's Representative shall, on behalf of the Contractor, receive instructions under Sub-Clause 3.3 [Instructions of the Engineer-in-charge] and comply to them.</p> <p>The Contractor's Representative may delegate any powers, functions and authority to any competent person and may at any time revoke the delegation. Any delegation or revocation shall not take effect until the Engineer-in-charge has received prior notice signed by the Contractor's Representative, naming the person and specifying the powers, functions and authority being delegated or revoked. The Contractor's Representative shall be fluent in the language for communications defined in Sub-Clause 1.4. If the Contractor's Representative's delegates are not fluent in the said language, the Contractor shall make competent interpreters available during all working hours in a</p>

		number deemed sufficient by the Engineer-in-charge.
<b>Sub-Contractor, nominated Sub Contractor.</b>	<b>4.6</b>	<p>The Contractor shall not Sub-let or subcontract the whole/ or even part of the Works without the consent of the Engineer-in-charge. If the Contractor does so, the Contract shall be liable to be terminated under Sub-Clause 16.1[Termination by Procuring Entity]. Details of the capability of such proposed SubContractors shall be approved by the Engineer-in-charge. The Contractor shall be responsible for the misconduct, acts or defaults of any Subcontractor, his agents or employees, as if they were the acts or defaults of the Contractor. Unless otherwise stated:</p> <ul style="list-style-type: none"> <li>i. the Contractor shall not be required to obtain consent to suppliers solely of materials, or to a subcontract for which the nominated Subcontractor is named in the Contract.</li> <li>ii. the prior consent/ approval of the Engineer-in-charge on capability documents of the sub-contract shall be obtained for proposed Sub-Contractor;</li> <li>iii. the Contractor shall give the Engineer-in-charge not less than 28 Days' notice of the intended date of the commencement of each Sub-Contractor's work, and of the commencement of such work on the Site.</li> </ul> <p>The Contractor shall ensure that the requirements imposed on the Contractor regarding Confidentiality as defined in the GCC Sub-Clause 1.16 [Confidential Details] shall apply equally to each nominated Subcontractor / Subcontractor.</p>
<b>Co-Operation</b>	<b>4.7</b>	<p>The Contractor shall, as specified in the Contract or as instructed by the Engineer-in-charge, allow appropriate opportunities for carrying out work to:</p> <ul style="list-style-type: none"> <li>i) the Procuring Entity's Personnel,</li> <li>ii) any other Contractors employed by the Procuring Entity, and iii) the personnel of any legally constituted public authorities,</li> </ul> <p>who may be employed in the execution on or near the Site of any work not included in the Contract.</p> <p>In case of a notified disaster the Contractor shall extend all kind of support to the DDMA as per Government terms and conditions.</p> <p>Any such instruction shall constitute a Variation if and to the extent that it causes the Contractor to suffer delays and/or to incur Unforeseeable Cost. Services for these personnel and other Contractors may include the use of Contractor's Equipment, Temporary Works or access arrangements which are the responsibility of the Contractor.</p> <p>If, under the Contract, the Procuring Entity is required to give to the Contractor, possession of any foundation, structure, plant or means of access in accordance with Contractor's Documents, the Contractor shall submit such documents to the Engineer-in-charge in the time and manner stated in the Specifications.</p>
<b>Safety Procedures at the site of works</b>	<b>4.8.1</b>	<p>The Contractor shall:</p> <ul style="list-style-type: none"> <li>i. prior to the commencement of the Works, prepare and submit for approval by the Engineer-in-charge an auditable safety plan at Site in accordance with relevant Safety Code. The Contractor shall comply with all applicable safety regulations;</li> <li>ii. take care for the safety of all persons entitled to be on the Site;</li> <li>iii use reasonable efforts to keep the Site and Works clear of unnecessary obstruction so as to avoid danger to these persons;</li> <li>iv. provide fencing, lighting, guarding and watching of the works until completion and taking over under Sub-Clause 12.1 [Taking over of Works]; and v. provide any Temporary Works (including roadways, footways, guards and fences) which may be necessary, because of the execution of the Works, for the use and protection of the public and of</li> </ul>

		<p>owners and occupiers of adjacent land.</p> <p>In addition to the provisions of this Contract, the Contractor shall follow the safety code of the Department.</p>
<b>Safety Provisions for labour</b>	<b>4.8.2</b>	<p>In respect of all labour directly or indirectly employed, noncompliance in the work for the performance of the Contractor's part of this Contract, the Contractor shall at his own expense arrange for the safety provisions as per BIS/ P.W.D. Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the Contractor fails to make arrangement and provide necessary facilities as aforesaid, the Engineer-in-Charge shall be entitled to provide for all such arrangements at the risk and cost of the Contractor.</p>
<b>Quality Assurance</b>	<b>4.9.1</b>	<p>The Procuring Entity shall have the right to exercise proper Quality Control measures. The Contractor shall provide a fully equipped field laboratory as specified in the Bid, testing personnel, consumables and other assistance at his cost to conduct such tests as may be specified in the Contract.</p> <p>i) by the Engineer-in-Charge's personnel to conform the quality and acceptance of the work and</p> <p>ii) by the Technical Examiner's organisation or such other independent bodies of State Government/ the Department/ Organisation.</p> <p>The work shall have to be completed to conform to the specifications and shall be acceptable only after rectification of deficient /defective works as per 'Non Conformance Reports', if any, issued by the above mentioned agency or the Engineer-in-Charge.</p>
	<b>4.9.2</b>	<p>The Contractor shall follow the relevant IS Codes for sampling, testing/ confirmatory testing, testing frequencies, statistical quality controls, observation / report formats, acceptance criteria, issue and resolution of Non Conformance Reports etc. to demonstrate compliance with the requirements of the specifications. The system shall be in accordance with the details stated in the Contract. The Engineer-in-charge shall be entitled to audit any aspect of the system.</p> <p>Details of all procedures and compliance documents shall be submitted to the Engineer-in-charge for information before each design and execution stage is commenced. When any document of a technical nature is issued to the Engineer-in-charge, evidence of the prior acceptance by the Contractor himself shall be apparent on the document itself.</p> <p>Compliance with the quality assurance system shall not relieve the Contractor of any of his duties, obligations or responsibilities under the Contract.</p>
<b>Site Data</b>	<b>4.10.1</b>	<p>The Procuring Entity shall have made available to the Contractor for his information, prior to the Base Date, all relevant data in the Procuring Entity's possession on sub-surface and hydrological conditions at the Site, including environmental aspects. The Procuring Entity shall similarly make available to the Contractor all such data which come into the Procuring Entity's possession after the Base Date. The Contractor shall be responsible for verifying and interpreting all such data. The Procuring Entity shall not be held responsible about the correctness of all such data and the Contractor shall confirm/ verify all such data at his own cost.</p>
	<b>4.10.2</b>	<p>To the extent which was practicable (taking account of Cost and time), the Contractor shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Bid for Works. To the same extent, the Contractor shall be deemed to have inspected and examined the Site, its surroundings, the above data and other available information, and to have been satisfied before submitting the Bid as to all relevant matters, including (without limitation):</p> <p>i. the form and nature of the Site, including subsurface conditions,</p>

		<ul style="list-style-type: none"> <li>ii. the hydrological and climatic conditions,</li> <li>iii. the extent and nature of the work and goods necessary for the execution and completion of the Works and the remedying of any Defects,</li> <li>iv. the Laws, procedures and labour practices of India, particularly Rajasthan, and</li> <li>v. the Contractor’s requirements for access, accommodation, facilities, personnel, power, transport, water and other services.</li> </ul>
<b>Sufficiency of the Contracted Amount</b>	<b>4.11</b>	<p>The Contractor shall be deemed to:</p> <ul style="list-style-type: none"> <li>i. have satisfied himself as to the correctness and sufficiency of the Accepted Contract Amount, and</li> <li>ii. have based the Accepted Contract Amount on the data, interpretations, necessary information, inspections, examinations and satisfaction as to all relevant matters referred to in Sub-Clause 4.10 [Site Data ]. Unless otherwise stated in the Contract, the Accepted Contract Amount covers all the Contractor’s obligations under the Contract (including those under Provisional Sums, if any) and all things necessary for the proper execution and completion of the Works and the remedying of any Defects.</li> </ul>
<b>Unforeseeable Physical Conditions</b>	<b>4.12</b>	<p>In this Sub-Clause, “physical conditions” means natural physical conditions and man-made and other physical obstructions and pollutants, which the Contractor encounters at the Site when executing the Works, including sub-surface and hydrological conditions but excluding climatic conditions.</p> <p>If the Contractor encounters adverse physical conditions which the Procuring Entity considers to have been Unforeseeable, the Contractor shall give notice to the Engineer-in-charge as soon as practicable.</p> <p>This notice shall describe the physical conditions, so that they can be inspected by the Engineer-in-charge, and shall set out the reasons why the Contractor considers them to be Unforeseeable. The Contractor shall continue executing the Works, using such proper and reasonable measures as are appropriate for the physical conditions, and shall comply with any instructions which the Engineer-in-charge may give. If an instruction constitutes a Variation, Clause 9 [Deviations, Variations and Adjustments] shall apply.</p> <p>If and to the extent that the Contractor encounters physical conditions which are Unforeseeable, gives such a notice, and suffers delay and/ or incurs Cost due to these conditions, the Contractor shall be entitled subject to notice under Sub-Clause 21.2 [Contractor’s Claims] to:</p> <ul style="list-style-type: none"> <li>i. an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.6 [Extension of Time for Completion], and</li> <li>ii. payment of any such Cost, directed to be incurred by the Contractor as approved extra item which shall be included in the Contract Price.</li> </ul> <p>Upon receiving such notice and inspecting and/or investigating these physical conditions, the Engineer-in-charge shall proceed in accordance with Sub-Clause 3.5 [ Determinations] to agree or determine whether and (if so) to what extent these physical conditions were Unforeseeable, and the matters described in sub-paragraphs (i) and (ii) above related to this extent by the Contractor, but the Engineer-in-charge shall not be bound by the Contractor’s interpretation of any such evidence.</p> <p>However, before additional Cost is finally agreed or determined under sub-paragraph (ii), the Engineer-in-charge may also review whether other physical conditions in similar parts of the Works (if any) were more favorable than could reasonably have been foreseen when the Contractor submitted the Bid. If and to the extent that these more favorable conditions were encountered, the Engineer-in-charge may proceed in accordance with Sub-Clause 3.5</p>

		[Determinations] to agree or determine the reductions in Cost which were due to these conditions, which may be included (as deductions) in the Contract Price and Payment Certificates. However, the net effect of all adjustments under sub-paragraph (ii) and all these reductions, for all the physical conditions encountered in similar parts of the Works, shall not result in a net reduction in the Contract Price.
<b>Right of Way and Facilities</b>	<b>4.13.1</b>	Unless otherwise specified in the Contract the Procuring Entity shall provide access to and possession of the Site including special and/or temporary rights-of-way which are necessary for the Works. The Contractor shall obtain, at his risk and Cost, any additional rights of way or facilities outside the Site which he may require for the purposes of the Works.
	<b>4.13.2</b>	The Contractor shall allow the Engineer-in-charge and any person authorized by the Engineer-in-charge access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials are being collected or stored or plant are being installed/ assembled for the Works. The contractor may satisfy himself regarding site, acquisition of land, approach roads etc.
<b>Avoidance of Interference with public conveniences</b>	<b>4.14</b>	The Contractor shall not interfere unnecessarily or improperly with: <ul style="list-style-type: none"> <li>i. the convenience of the public, or</li> <li>ii. the access to and use and occupation of all roads and footpaths, irrespective of whether they are public or in the possession of the Procuring Entity or of others</li> </ul> The Contractor shall indemnify and hold the Procuring Entity harmless against and from all Damages, losses and expenses (including legal fees and expenses) resulting from any such unnecessary or improper interference.
<b>Access Routes to Site</b>	<b>4.15</b>	The Contractor shall be deemed to have been satisfied as to the suitability and availability of access routes to the Site at Base Date. The Contractor shall use reasonable efforts to prevent any road or bridge from being Damaged by the Contractor's traffic or by the Contractor's Personnel. These efforts shall include the proper use of appropriate vehicles and routes. Except as otherwise stated in these Conditions: <ul style="list-style-type: none"> <li>i. the Contractor shall (as between the Parties) be responsible for any maintenance which may be required for his use of access routes;</li> <li>ii. the Contractor shall provide all necessary signs or directions along access routes, and shall obtain any permission which may be required from the relevant authorities for his use of routes, signs and directions;</li> <li>iii. the Procuring Entity shall not be responsible for any claims which may arise from the use or otherwise of any access route;</li> <li>iv. the Procuring Entity does not guarantee the suitability or availability of particular access routes; and</li> <li>v. Costs due to non-suitability or non-availability, for the use required by the Contractor, of access routes shall be borne by the Contractor.</li> </ul>
<b>Contractor's Equipment</b>	<b>4.16</b>	The Contractor shall be responsible for all Contractor's Equipment. When brought on to the Site, Contractor's Equipment shall be deemed to be exclusively intended for the execution of the Works. The Contractor shall not remove from the Site any major items of Contractor's Equipment without the consent of the Engineer-in-Charge. However, consent shall not be required for vehicles transporting Goods or Contractor's Personnel off Site.
<b>Protection of the Environment</b>	<b>4.17</b>	The Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to limit Damage and nuisance to people and property resulting from pollution, noise and other results of his operations. The Contractor shall ensure that emissions, surface discharges and effluent from the Contractor's activities shall not exceed the values stated in the

		<p>Specifications or prescribed by applicable Laws.</p> <p>The Contractor shall, throughout the execution and completion of the Works and the remedying of any Defects therein:</p> <ol style="list-style-type: none"> <li>i. have full regard for the safety of all persons entitled to be upon the Site and keep the Site (so far as the same is under his control) and the Works (so far as the same are not completed or occupied by the Procuring Entity) in an orderly state appropriate to the avoidance of danger to such persons; and</li> <li>ii. provide and maintain at his own Cost all lights, guards, fencing, warning signs and watchmen and other things necessary or required by the Engineer-in-charge or by any duly constituted authority, for the protection of the Works or for the safety and convenience of the public or others.</li> </ol>
<b>Electricity, Water and Gas</b>	<b>4.18</b>	<p>The Contractor shall, except as stated below, be responsible for the provision of all power, water and other services he may require for his construction activities and to the extent defined in the Specifications, for the tests.</p> <p>The Contractor shall be entitled to use for the purposes of the Works such supplies of electricity, suitable water, gas and other services as may be available on the Site with due permission of the service provider, on payment of billing value. The Contractor shall, at his risk and cost, provide any apparatus necessary for his use of these services and for measuring / paying for the quantities consumed.</p> <p>The quantities consumed and the amounts due for such services shall be agreed or determined by the Engineer- in- Charge in accordance with Sub-Clause 2.5 [Procuring Entity’s Claims] and Sub-Clause 3.5 [Determinations]. The Contractor shall pay these amounts to the Procuring Entity /service provider.</p>
<b>Issue of Procuring Entity’s Equipments and Materials</b> <i>(Not applicable in case of Lump Sum Contract)</i>	<b>4.19</b>	Deleted
<b>Progress Reports</b>	<b>4.20</b>	<p>Unless otherwise stated in the Conditions, monthly progress reports shall be prepared by the Contractor and submitted to the Engineer-in-charge in specified number of copies along with the interim payment certificates, and the updated construction programme on MS Project or similar software for the next month.</p> <p>The first report shall cover the period up to the end of the first calendar month following the Commencement Date. Reports shall be submitted monthly thereafter, each within 7 Days after the last day of the month to which it relates. Reporting shall continue until the Contractor has completed all works which is known to be outstanding at the completion date stated in the Taking-Over Certificate for the Works.</p> <p>Each report shall include:</p> <ol style="list-style-type: none"> <li>i. charts, drawings, outputs and detailed descriptions of progress, including each stage of design (if any) on MS project or similar software, Contractor’s Documents, procurement, manufacture, delivery to Site, construction, erection and testing; and including these stages for work by each nominated Subcontractor (as defined in Sub-Clause 5.2 [Nomination of Sub-Contractors]);</li> <li>ii. photographs (in adequate numbers) showing the status of progress of works on the Site;</li> <li>iii the details described in Sub-Clause 6.12 [Records of Contractor’s</li> </ol>

		<p>Personnel &amp; Equipment];</p> <p>iv. copies of quality assurance documents, test results, test certificates of manufactured Materials and action taken on Third Party Quality Inspections by the Contractor;</p> <p>v. list of notices given under Sub-Clause 2.5 [Procuring Entity's Claims] and notices given under Sub-Clause 21.2 [Contractor's Claims];</p> <p>vi. safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations; and vii. comparisons of actual and planned progress, hindrances, with details of any events or circumstances which may jeopardize the completion in accordance with the Contract, and the measures being (or to be) adopted to overcome delays.</p>
<b>Security of the Site and Works</b>	<b>4.21</b>	<p>Unless otherwise stated in the Conditions:</p> <p>i. the Contractor shall be responsible for keeping unauthorized persons off the Site,</p> <p>ii. authorized persons shall be limited to the Contractor's Personnel and the Procuring Entity's Personnel; and to any other personnel notified to the Contractor by the Procuring Entity or the Engineer-in-charge, as authorized personnel of the Procuring Entity's other Contractors on the Site.</p> <p>iii. The contractor shall arrange to protect, at his own cost, in an adequate manner, all cut stone work and other work, requiring protection and to maintain such protection as long as work is in progress. He shall remove and replace this protection, as required by the Engineer-in-charge, from time to time. Any Damage to the work, so protected, no matter how it may be caused, shall be made good by the Contractor free of cost. All templates, forms. Moulds, centering, false works and models which in the opinion of the Engineer-in-charge are necessary for the proper and workman like execution of the work, shall be provided by the Contractor free of cost.</p> <p>iv. The Contractor shall arrange to keep the site and works secure from manmade disasters, explosions by design or by accident or both at his own cost</p>
<b>Contractor's Operations on Site</b>	<b>4.22</b>	<p>The Contractor shall confine his operations to the Site, and to any additional areas which may be obtained by the Contractor and agreed to by the Engineer-in-charge as additional working areas. The Contractor shall take all necessary precautions to keep Contractor's Equipment and Contractor's Personnel within the Site and these additional areas, and to keep them off adjacent land. During the execution of the Works, the Contractor shall keep the Site free from all unnecessary obstruction, and shall store or dispose of any Contractor's Equipment or surplus Materials. The Contractor shall clear away and remove from the Site any wreckage, rubbish and Temporary Works which are no longer required.</p> <p>When the annual repairs and maintenance of Works are carried out, the splashes and droppings from white washing, color washing, painting etc. on walls, floor, windows etc. shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms, quarters or premises etc. where the work is done without waiting for the actual completion of all the other items of work in the Contract. In case the Contractor fails to comply with the requirements of this Sub-Clause, the Engineer-in-Charge shall have the right to get this work done at the Cost of the Contractor either Departmentally or through any other agency. Before taking such action, the Engineer-in-Charge shall give ten Day's notice in writing to the Contractor.</p> <p>Upon the issue of a Taking-Over Certificate, the Contractor shall clear away and remove, from that part of the Site and Works to which the Taking-Over Certificate refers, all Contractor's Equipment, surplus material, wreckage,</p>

		rubbish and Temporary Works. The Contractor shall leave that part of the Site and the Works in a clean and safe condition. However, the Contractor may retain on Site, during the Defects Notification Period, such goods, equipment as are required by the Contractor to fulfill obligations under the Contract.
<b>Fossils/ antiques and articles of value</b>	<b>4.23</b>	<p>All fossils, coins, articles of value or antiquity, and structures and other remains or items of geological or archaeological interest found on the Site shall be placed under the care and authority of the Engineer-in-charge / Procuring Entity. The Contractor shall take reasonable precautions to prevent Contractor's Personnel or other persons from removing or Damaging any of these findings.</p> <p>The Contractor shall, upon discovery of any such finding, promptly give notice to the Engineer-in-charge, who shall issue instructions for dealing with it. If the Contractor suffers delay and/or incurs Cost from complying with the instructions, the Contractor shall give a further notice to the Engineer-in-charge and shall be entitled subject to Sub-Clause 21.2 [Contractor's Claims] to:</p> <ul style="list-style-type: none"> <li>i. an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.6 [Extension of Time for Completion]; and</li> <li>ii. Payment of any such Cost, which shall be included in the Contract Price. After receiving this further notice, the Engineer-in-charge shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.</li> </ul>
<b>Completion Plans to be Submitted by the Contractor</b>	<b>4.24</b>	<p>The Contractor shall submit completion drawings, designs and test data in 6 copies (4 hard and two soft) within thirty Days of the virtual completion of the Works.</p> <p>In case, the Contractor fails to submit the completion drawings, designs as aforesaid, the Engineer-in-charge shall be authorised to get these as built drawings, designs and test data prepared at the cost of the Contractor.</p>
<b>Contractor to Supply Tools &amp; Plants etc.</b>	<b>4.25</b>	<p>The Contractor shall provide at his own Cost all materials plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and Temporary Works required for the proper execution of the Works, whether original, altered or substituted and whether included or not in the Specification or other documents forming part of the Contract referred to in these conditions, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the Works.</p> <p>The Contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out Works, and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or Materials. Failing his so doing the same may be provided by the Engineer-in-Charge at the cost of the Contractor and recover it from him under this Contract or otherwise and/ or from his Performance Security or the proceeds of sale thereof, or of a sufficient portion thereof.</p>
<b>Changes in the firm's constitution to be intimated</b>	<b>4.26</b>	<p>Where the Contractor is a partnership firm, the previous approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual or a Hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the Contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the Works hereby undertaken by the Contractor. If previous approval as aforesaid is not obtained, the Contract shall be deemed to have been subcontracted in contravention of Sub-Clause 4.6 [Sub-Contractor, nominated Sub-Contractor] and the same action may be taken and the same consequences shall ensue as provided in the</p>



		Sub-Clause 16.1 [Termination by Procuring Entity]
<b>5. Sub-Contractor and Nomination of Sub-Contractor</b>		
<b>Sub Contractor</b>	<b>5.1</b>	A Sub Contractor, if permitted under the Contract, is a firm or a person specified by the Contractor in his Bid along with details of his capabilities on equipment/ machineries, personnel (technical and others), experience on similar works specific to the project, commitment to Quality assurance etc. He should not have been debarred by the Procuring Entity or the State Government.
<b>Nomination of Sub-Contractor</b>	<b>5.2</b>	In the Contract, “nominated Sub-Contractor” means a SubContractor: (a) who is stated in the Contract as being a nominated Sub contractor, or (b) whom the Engineer-in-charge, instructs the Contractor to employ as a Subcontractor subject to Sub-Clause 5.3 [Objection to Nomination].
<b>Objections to nominations</b>	<b>5.3</b>	The Contractor shall not be under any obligation to employ a nominated Sub-contractor against whom the Contractor raises reasonable objection by notice to the Engineer-in-charge as soon as practicable, with supporting particulars.
<b>Payment to Nominated Sub Contractor</b>	<b>5.4</b>	The Contractor shall pay to the Nominated Sub-Contractors the amounts shown on the Nominated Sub-contractor’s invoices approved by the Contractor which the Engineer-in-charge certifies to be due in accordance with the sub-contract. These amounts plus other charges paid to the Nominated Sub-Contractor shall be included in the Contract Price in accordance with Sub-Clause 9.6 [Provisional Sums].
<b>Evidence of payments</b>	<b>5.5</b>	Before issuing a Payment Certificate which includes an amount payable to a nominated Subcontractor, the Engineer-in-Charge may request the Contractor to supply reasonable evidence that the nominated Subcontractor has received all amounts due in accordance with previous Payment Certificates, less applicable deductions for retention or otherwise. Unless the Contractor: (a) submits this reasonable evidence to the Engineer-in-Charge, or (b) (i) satisfies the Engineer-in-Charge in writing that the Contractor is reasonably entitled to withhold or refuse to pay these amounts, and (ii) submits to the Engineer-in-Charge reasonable evidence that the nominated Subcontractor has been notified of the Contractor’s entitlement, then the Procuring Entity may (at his sole discretion) pay, direct to the nominated Subcontractor, part or all of such amounts previously certified (less applicable deductions) as are due to the nominated Subcontractor and for which the Contractor has failed to submit the evidence described in sub-paragraphs (a) or (b) above. The Contractor shall then repay, to the Procuring Entity, or the Procuring Entity shall deduct the amount from the dues of the Contractor, the amount which the nominated Subcontractor was directly paid by the Procuring Entity.
<b>6. Engagement of Staff and Labour by the Contractor</b>		
<b>Staff and Labour</b>	<b>6.1</b>	i. Except as otherwise stated in the Specifications, the Contractor shall make arrangements for the engagement of all staff and labour, local or otherwise, and for their payment, water, power, healthcare backup, transport and, when appropriate, housing. ii. The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour with appropriate qualifications and experience from sources within India. iii. No Engineer of gazetted rank or other gazetted officer employed in Engineering or administrative duties in an Engineering Department of the

		Government of Rajasthan shall work as a Contractor or employee of a Contractor for a period of two years after his retirement from Government service without the previous permission of State Government in writing. The Contract is liable to be cancelled if either the Contractor or any of his employees is found at any time to be such a person who had not obtained said permission prior to engagement in the Contractor's service, as the case may be.
<b>Bidder barred from bidding if near Relatives working in Procuring Entity's office</b>	<b>6.2</b>	The Contractor shall not be permitted to bid for works of a Procuring Entity in which his near relative is an employee. He shall also not have a person as his employee who is a near relative of an employee of the Procuring Entity. Any breach of this condition by the Contractor shall be considered as breach of Code of Integrity and shall render him liable to action under Section 11(3) of the Act which includes exclusion of his Bid from procurement process, forfeiture of Bid Security, Performance Security or any other security or bond relating to procurement, recovery of payments made, if any, along with interest at bank rate, cancellation of the Contract, if already made, debarment from future bidding for a period upto three years, etc. <i>Note: By the term 'near relative' is meant wife, husband, parents and grand-parents, children and grand- children, brothers and sisters, uncles and cousins and their corresponding in- laws.</i>
<b>Employment of Technical Staff and other Employees</b>	<b>6.3.1</b>	The Contractor shall Engage technical personnel as per list provided for in the Contract and provide all necessary superintendence during execution of the Works and as long thereafter as may be necessary for proper fulfilling of the obligations under the Contract. The project manager of the Contractor shall be his principal technical representative. Other personnel shall be engaged as specified in the qualification criteria.
	<b>6.3.2</b>	The technical staff should always be available at site whenever required by Engineer- in- charge to take instructions. The Contractor shall comply with the provisions of the Apprentices Act, 1961, and the Rules and Orders issued, thereunder, from time to time. If he fails to do so, his failure will be a breach of Contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.
<b>Responsibility of the Technical Staff and employees</b>	<b>6.4</b>	Technical officers/ staff deployed by the Contractor at any construction Site will be responsible for proper quality of Works and physical targeted progress of the Works.
<b>Rate of Wages and Conditions of Labour</b>	<b>6.5</b>	The Contractor shall not pay less than fair wages/ minimum wages to labourers engaged by him on the Works as revised from time to time by the State Government, but the Procuring Entity shall not be liable to pay anything extra for it except as stipulated in price escalation Sub-Clause of the agreement. <b>Explanation:</b> "Fair Wage" means minimum wages for time or piece work, fixed or revised, by the State Government under the Minimum Wages Act, 1948. The Contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wages to labourers directly or indirectly engaged on the Works, including any labour engaged by his Sub-Contractors in connection with the said Works as if the labourers have been immediately or directly employed by him. In respect of all labourers, immediately or directly employed on the Works, for the purpose of Contractor's part of this agreement, the Contractor shall comply with or cause to be complied with the Public Works Department Contractor's Labour Regulations made, or that maybe made by the State Government from time to time in Regard to payment of wages, wage period, deductions from wages, recovery of wages not paid, and unauthorized deductions, maintenance

		<p>of wages register, wage card, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and other matters of a like nature.</p> <p>The Engineer-in-charge shall have the right to deduct from the money due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers, by reasons of non-fulfillment of the conditions of the Contract, for the benefit of the worker or the workers, non-payment of wages or of deductions made therefrom, which are not justified by the terms of the Contract, or as a result of non-observance of the aforesaid regulations.</p> <p>Vis-à-vis the State Government of Rajasthan, the Contractor shall be primarily liable for all payments to be made and for the observance of the regulations aforesaid, without prejudice to his right to claim indemnity from his Sub-Contractors.</p> <p>The regulations, aforesaid, shall be deemed to be part of this Contract and any breach, thereof, shall be deemed to be breach of the Contract.</p>
<b>Contractor not to engage staff of Procuring Entity</b>	<b>6.6</b>	The Contractor shall not recruit, or attempt to recruit, full time (on leave) or part time the staff and labour from amongst the Procuring Entity's Personnel in any capacity.
<b>Working Hours</b>	<b>6.7</b>	<p>No work shall be carried out on the Site on locally recognized Days of rest, or outside the normal working hours stated in the Contract Data, unless:</p> <ul style="list-style-type: none"> <li>i otherwise stated in the Contract,</li> <li>ii. the Engineer-in-charge gives consent, or</li> <li>iii the work is unavoidable, or necessary for the protection of life or property or for the safety of the Works, in which case the Contractor shall immediately advise the Engineer-in-charge.</li> </ul>
<b>Facilities for Staff and Labour</b>	<b>6.8</b>	<p>Except as otherwise stated in the Specifications, the Contractor shall provide and maintain all necessary accommodation and welfare facilities for the Contractor's Personnel. The Contractor shall also provide work site facilities for the Procuring Entity's Personnel as stated in the Specifications.</p> <p>The Contractor shall not permit any of the Contractor's Personnel to maintain any temporary or permanent living quarters within the structures forming part of the Permanent Works.</p>
<b>Health &amp; Safety</b>	<b>6.9</b>	<p>The Contractor shall at all times take all reasonable precautions to maintain the health and safety of the Contractor's Personnel. In collaboration with local health authorities, the Contractor shall ensure that medical staff, first aid facilities, sick bay, doctor at call and ambulance service are available at all times at the Site and at any accommodation for Contractor's and Procuring Entity's Personnel, and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics.</p> <p>The Contractor shall appoint a safety officer at the Site, responsible for maintaining safety and protection against accidents. This person shall be qualified and trained for this responsibility, and shall have the authority to issue instructions and take protective measures to prevent accidents. Throughout the execution of the Works, the Contractor shall provide whatever is required by this person to exercise this responsibility and authority.</p> <p>The Contractor shall send, to the Engineer-in-charge, details of any accident occurred at the Site or to or due to the Works, as soon as practicable after its occurrence. The Contractor shall maintain records and make reports concerning health, safety and welfare of persons, and Damage to property, as the Engineer-in-charge may reasonably require.</p>
<b>Contractor's Superintendence</b>	<b>6.10</b>	Throughout the execution of the Works, and as long thereafter as is necessary to fulfill the Contractor's obligations, the Contractor shall provide all necessary superintendence to plan, arrange, direct, manage, inspect and test the Works.

		Superintendence shall be given by a sufficient number of persons having adequate knowledge of the language for communications (defined in Sub-Clause 1.4 [Law and Language] and of the operations to be carried out (including the methods and techniques required, the hazards likely to be encountered and methods of preventing accidents), for the satisfactory and safe execution of the Works.
<b>Contractor's Personnel</b>	<b>6.11</b>	Contractor's Personnel shall be appropriately qualified, skilled and experienced in respective trades or occupations. The Engineer-in-charge may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor's Representative, if applicable, who: i. persists in any misconduct or lack of care, ii carries out duties incompetently or negligently, iii. fails to conform with any provisions of the Contract, or iv. Persists in any conduct which is prejudicial to safety, health, or the protection of the environment. If appropriate, the Contractor shall then appoint (or cause to be appointed) a suitable replacement person.
<b>Records of Contractor's personnel and Equipment</b>	<b>6.12</b>	The Contractor shall provide all required equipment, machinery at the Site and submit to the Engineer-in-charge, details showing the number of each category of Contractor's Personnel and of each type of Contractor's Equipment on the Site. Details shall be submitted each calendar month, in a form approved by the Engineer-in-charge, until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking-Over Certificate for the Works.
<b>Disorderly Conduct</b>	<b>6.13</b>	The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst the Contractor's Personnel, and to preserve peace and protection of persons and property on and near the Site.
<b>Foreign Personnel</b>	<b>6.14</b>	Is permitted, the Contractor may bring in to the Country any foreign personnel who are necessary for the execution of the Works to the extent allowed by the applicable Laws. The Contractor shall ensure that these personnel are provided with the required residence visas and work permits. The Procuring Entity will, if requested by the Contractor, use his best endeavors in a timely and expeditious manner to assist the Contractor in obtaining any local, state, national, or Government permission required for bringing in the Contractor's personnel. The Contractor shall be responsible for the return of these personnel to the place where they were recruited or to their domicile. In the event of the death in the Country of any of these personnel or members of their families, the Contractor shall similarly be responsible for making the appropriate arrangements for their return or burial.
<b>Supply of Food Stuffs</b>	<b>6.15</b>	The Contractor shall arrange for the provision of a sufficient supply of suitable food stuff as may be stated in the Specification at reasonable prices for the Contractor's Personnel for the purposes of or in connection with the Contract.
<b>Supply of Water</b>	<b>6.16</b>	The Contractor shall, having regard to local conditions, provide at his cost on the Site an adequate supply of potable drinking and other water for use in construction and for use of the Contractor's Personnel.
<b>Measures against Insect and Pest Nuisance</b>	<b>6.17</b>	The Contractor shall at all times take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce their danger to health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.
<b>Alcoholic Liquor or Drugs</b>	<b>6.18</b>	The Contractor shall not, otherwise than in accordance with the Laws of the Country, import, sell, give, barter or otherwise dispose of any alcoholic liquor

		or drugs, or permit or allow importation, sale, gift, barter or disposal thereto by Contractor's Personnel. He shall also not allow the consumption of such Alcoholic Liquor/Drugs at Site during working hours.
<b>Arms and Ammunition</b>	<b>6.19</b>	The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor's Personnel to do so.
<b>No unlicensed storage of Explosives and POL</b>	<b>6.20</b>	The Contractor is not authorised to store explosives and POL or other inflammable materials without a valid license from the competent legal authority.
<b>Prohibition of Forced or Compulsory labour</b>	<b>6.21</b>	The Contractor shall not employ forced or compulsory labour, which consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labour, such as indentured labour, bonded labour or similar labour-contracting arrangements.
<b>Prohibition of Child Labour</b>	<b>6.22</b>	The Contractor shall comply with the provisions of Acts and rules pertaining to prohibition of employment of child labour including not employing any child to perform any work that is economically exploitative, or is likely to be hazardous to, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.
<b>Festivals and Religious Customs</b>	<b>6.23</b>	The Contractor shall respect the Country's recognized festivals, days of rest and religious or other customs.
<b>Employment Records of Workers</b>	<b>6.24</b>	The Contractor shall keep complete and accurate records of the employment of labour at the Site. The records shall include the names, ages, genders, hours worked and wages paid to all workers. These records shall be summarized on a monthly basis and submitted to the Engineer-in-charge, and these records shall be available for inspection by Auditors / labour inspectors and others as per law during normal working hours. These records shall be included in the details to be submitted by the Contractor under Sub-Clause 6.12 [Records of Contractor's Personnel and Equipment].
<b>Compliance with Labour Laws</b>	<b>6.25</b>	The Contractor shall comply with all the relevant labour Laws applicable to the Contractor's Personnel, including Laws relating to their employment, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights. The Contractor shall require his employees to obey all applicable Laws, including those concerning safety at work. The Contractor shall obtain a valid license under the State Labour Act, and the Contract Labour (Regulation and Abolition) Central Rules 1971, before the commencement of the Works, and continue to have a valid license until the completion of the Works. The Contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986. The Contractor shall also comply with the provisions of the Building and Other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the Building and Other Construction Workers Welfare Cess Act, 1996.
<b>Payment of Wages</b>	<b>6.26</b>	i. The Contractor shall pay to labour employed by him either directly or through Sub-Contractors, wages not less than fair wages as defined in P.W.D. Contractor's Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971, where applicable. ii. The Contractor shall, notwithstanding the provisions of any Contract to the contrary, cause to be paid for wages to labour indirectly engaged on the Works including any labour engaged by his sub-Contractors in connection with the said Works, as if the labour had been immediately employed by him.
<b>Penalty for non-</b>	<b>6.27</b>	i. In respect of all labour directly or indirectly employed in the Works of

<p><b>compliance with labour Laws</b></p>		<p>performance of the Contractor's Part of this Contract, the contractor shall comply with or cause to be complied with the Public Works Department Contractor's Labour Regulations made by the Government from time to time in regard to payment of wages, wage period, deductions from wages, recovery of wages not paid and deductions unauthorisedly made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature as per the Provisions of Contract Labour (Regulation &amp; Abolition) Act, 1970, and the Contract Labour (Regulation &amp; Abolition) Central Rules, 1971, wherever applicable.</p> <p>ii. The Engineer-in-Charge concerned shall have the right to deduct from the moneys due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the Contract for the benefit of the workers, non-payment of wages or of deductions, made from his or their wages which are not justified by their terms of the Contract or non-observance of the Regulations.</p> <p>iii. Under the provision of Minimum Wages (Central) Rules 1950, the Contractor is bound to allow to the labour directly or indirectly employed in the Works one day rest for 6 Days continuous work and pay wages at same rate as for duty. In the event of default the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labour and pay the same to the persons entitled thereto from any money due to the Contractor by the Engineer-in-Charge concerned.</p> <p>iii. Under the provision of Minimum Wages (Central) Rules 1950, the Contractor is bound to allow to the labour directly or indirectly employed in the Works one day rest for 6 Days continuous work and pay wages at same rate as for duty. In the event of default the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labour and pay the same to the persons entitled thereto from any money due to the Contractor by the Engineer-in-Charge concerned.</p> <p>iv. The Contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefit Act, 1961, or the modifications thereof or any other relevant Labour Laws and the rules made thereunder from time to time.</p> <p>v. The Contractor shall indemnify and keep indemnified the State Government/ Procuring Entity against payments to be made under and for the observance of the Laws aforesaid and the P.W.D. Contractor's Labour Regulations without prejudice to his right to claim indemnity from his Sub-Contractors.</p> <p>vi. The Laws aforesaid shall be deemed to be a part of this Contract and any breach thereof shall be deemed to be a breach of this Contract.</p> <p>vii. Whatever is the minimum wage for the time being, or if the wage payable higher than the minimum wage, such wage shall be paid by the Contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise. The Contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.</p>
<p><b>7. Execution of works and workmanship</b></p>		
<p><b>Manner of</b></p>	<p><b>7.1</b></p>	<p>The Contractor shall carry out works, the production of</p>

<b>Execution</b>		<p>mixes, the procurement of input materials, and all other execution of the Works:</p> <ul style="list-style-type: none"> <li>i. in the manner (if any) specified in the Contract,</li> <li>ii. in a proper workman like and careful manner, in accordance with recognized good practices, and</li> <li>iii. with properly equipped facilities and non-hazardous materials, except as otherwise specified in the Contract.</li> </ul>
<b>Samples</b>	<b>7.2</b>	<p>The Contractor shall submit the following samples of Materials, and relevant information, to the Engineer-in-charge for consent prior to using the Materials in or for the Works: i. Contractor's standard samples of raw/produced Materials and samples specified in the Contract, all at the Contractor's Cost, and ii. additional samples instructed by the Engineer-in-Charge as a Variation.</p> <p>Each sample shall be labeled as to origin and intended use in the Works. Samples shall also be collected by the Quality testing/inspection teams from the works in progress and the Contractor shall willingly cooperate with such quality assurance procedures.</p>
<b>Inspection</b>	<b>7.3</b>	<p>The Procuring Entity's Personnel shall at all reasonable times: i. have full access to all parts of the Site and to all places from which natural materials are being obtained, and ii. during production, manufacture and construction (at the Site and elsewhere), be entitled to examine, inspect, measure and test the materials and workmanship, and to check the progress of manufacture of Plant and production and manufacture of materials.</p> <p>The Contractor shall give the Procuring Entity's Personnel full opportunity to carry out these activities, including providing access, facilities, permissions and safety equipment. No such activity shall relieve the Contractor from any obligation or responsibility.</p> <p>The Contractor shall give notice of minimum 07 days to the Engineer-in-charge whenever any work is ready and before it is covered up, put out of sight, or packaged for storage or transport, beyond measurement, any work in order that the same may be measured and correct dimensions thereof, be taken before the same is covered up. The Engineer-in-charge shall then either carry out the examination, inspection, measurement or testing without unreasonable delay, or promptly give notice to the Contractor that the Engineer-in-charge does not require to do so. If the Contractor fails to give the notice, he shall, if and when required by the Engineer-in-charge, uncover the work and thereafter reinstate and make good, all at the Contractor's Cost.</p>
<b>Stores supplied by the Procuring Entity</b> <i>(Not applicable in case of Lump sum Contract)</i>	<b>7.4</b>	Deleted
<b>Penal rate in case of excess consumption</b> <i>(Not applicable in case of lumpsum contract)</i>	<b>7.5</b>	Deleted
<b>Hire of Plant and</b>	<b>7.6</b>	Plant and Machinery, required for execution of the Works, may be issued to

<b>Machinery</b>		the Contractor, if available, on the rates of hire charges and other terms and conditions as per the departmental/ Organisation Rules, as per Schedule annexed to these conditions. Rates of such Plant & Machinery should be revised periodically so as to bring them at par with market rate.
<b>Imported Store articles to be obtained from the Procuring Entity (Not applicable in case of Lump Sum Contract)</b>	<b>7.7</b>	Deleted
<b>Materials Supplied by the Contractor</b>	<b>7.8</b>	<p>The Contractor shall, at his own expense, provide all materials conforming to the specifications from the sources approved by the Engineer-In-Charge, required for the Works other than those, which are stipulated, to be supplied by the Procuring Entity. Samples for all such materials shall be collected by the Contractor and tested in the presence of representative of the Engineer-in-Charge, at the field laboratory established by the Contractor at the site. Tests which cannot be carried out at the field laboratory, shall be got tested at an NABL accredited laboratory, or any ISI approved laboratory or a Government /Departmental laboratory approved by the Engineer-in-Charge. Only materials so approved shall be used in the works and any change of materials shall be similarly got approved again. Works constructed/executed with unapproved materials shall be summarily rejected without any further investigation or testing.</p> <p>The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials. The Engineer-in-Charge shall have full powers to require the removal from the premises, of all materials which in his opinion are not in accordance with the Specifications and in case of default the Engineer-in-Charge shall be at liberty to employ at the expense of the Contractor, other persons to remove the same without being answerable or accountable for any loss for Damage that may happen or arise to such Materials. The Engineer-in-Charge shall also have full powers to require other proper Materials to be substituted thereof and in case of default the Engineer-in-charge may cause the same to be supplied from other suitable sources and all Costs which may be incurred for such removal and substitution shall be borne by the Contractor.</p>
<b>Testing</b>	<b>7.9.1</b>	<p>This Sub-Clause shall apply to all tests specified in the Contract, other than the Tests after Completion (if any).</p> <p>Except as otherwise specified in the Contract, the Contractor shall provide a field laboratory with all apparatus, assistance, documents and other information, electricity, equipment, fuel, consumables, instruments, labour, materials, and suitably qualified and experienced staff, as are necessary to carry out the specified tests efficiently. The Contractor shall agree, with the Engineer-in- charge, the time and place for the specified testing of any Plant, Materials and other parts of the Works.</p> <p>The Engineer-in-charge may, under Sub-Clause 9.2.1 [Deviations/ Variations, Extent and Pricing], vary the location or details of specified tests, or instruct the Contractor to carry out additional tests. If these varied or additional tests show that the tested Plant, Materials or works or workmanship is not in accordance with the Contract, the Cost of carrying out this variation shall be borne by the Contractor, notwithstanding other provisions of the Contract. The Engineer-in-charge shall give the Contractor not less than 24 hours'</p>



		notice of the Engineer-in-charge's intention to attend the tests. If the Engineer-in-charge does not attend at the time and place agreed, he may designate a qualified and authorised person to attend the testing, if not, the Contractor may approach the Procuring Entity for deputing an Engineer / any other experienced person to witness the tests. In no case shall the tests be conducted without an Engineer/competent person representing the Procuring Entity.
	<b>7.9.2</b>	If the Contractor suffers delay and/or incurs Cost from complying with these instructions or as a result of a delay for which the Procuring Entity is responsible, the Contractor shall give notice to the Engineer-in-charge and shall be entitled subject to Sub-Clause 21.2 [Contractor's Claims] to: i. an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.6 [Extension of Time for Completion], and ii. payment of any such Cost, which shall be included in the Contract Price. After receiving this notice, the Engineer-in-charge shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters The Contractor shall promptly forward to the Engineer-in-charge, duly certified reports of the tests. When the specified tests have been passed, the Engineer-in-charge shall endorse the Contractor's test certificate.
<b>Cost of Samples</b>	<b>7.10</b>	All samples shall be supplied by the Contractor at his own Cost if the supply thereof is clearly intended by or provided for in the Contract.
<b>Cost of Tests</b>	<b>7.11</b>	The Cost of conducting any test shall be borne by the Contractor if such test is: i. clearly intended by or provided for in the Contract, or ii. particularised in the Contract (In case only of a test under load or of a test to ascertain whether the design of any finished or partially finished work is appropriate for the purposes for which it was intended to fulfill) in sufficient detail to enable the Contractor to price or allow for the same in his Bid.
<b>Cost of Tests not provided for</b>	<b>7.12</b>	If any test required by the Engineer-in-charge which is: i. not so intended by or provided for in the Contract or codes; ii. (in the cases above mentioned) not so particularized, or iii. (though so intended or provided for), if required by the Engineer-in-charge to be carried out at any place other than the Site or the place of manufacture, fabrication or preparation of the Materials or Plant, on test shows the Materials, Plant or work or workmanship not to be in accordance with the provisions of the Contract/ specifications to the satisfaction of the Engineer-in-charge, then the Cost of such test shall be borne by the Contractor.
<b>Rejection</b>	<b>7.13</b>	If, as a result of an examination, inspection, measurement or testing, any Plant, Materials, works or workmanship is found to be defective or otherwise not in accordance with the Contract, the Engineer-in-charge may reject the works, Plant, Materials or workmanship by giving notice to the Contractor, with reasons. The Contractor shall then promptly make good the defect and ensure that the reconstructed/ reproduced/ replaced item complies with the Contract. If the Engineer-in-charge requires this Plant, Materials, works, or workmanship to be retested, the tests shall be repeated under the same terms and conditions. If the rejection and retesting cause the Procuring Entity to incur additional Costs, the Contractor shall subject to Sub-Clause 2.5 [Procuring Entity's Claims] pay these Costs to the Procuring Entity.
<b>Remedial Work</b>	<b>7.14</b>	Notwithstanding any previous test or certification, the Engineer-in-charge may instruct the Contractor to: i. remove from the Site and replace any works, Plant or

		<p>Materials which is not in accordance with the Contract, ii. remove and re-execute any other work which is not in accordance with the Contract, and iii. execute any work which is urgently required for the safety of the Works, whether because of an accident, unforeseeable event or otherwise.</p> <p>The Contractor shall comply with the instruction within a reasonable time, which shall be the time (if any) specified in the instruction, or immediately if urgency is specified under sub-paragraph iii.</p> <p>If the Contractor fails to comply with the instruction, the Procuring Entity shall be entitled to employ and pay other persons to carry out the work. Except to the extent that the Contractor would have been entitled to payment for the work, the Contractor shall subject to Sub-Clause 2.5 [Procuring Entity's Claims] pay to the Procuring Entity all Costs arising from this failure.</p>
<b>Ownership of Plant and Materials</b>	<b>7.15</b>	<p>Except as otherwise provided in the Contract, each item of Plant and Materials shall, to the extent consistent with the Contract, become the property of the Procuring Entity at whichever is the earlier of the following times, free from liens and other encumbrances:</p> <ol style="list-style-type: none"> <li>i. when it is incorporated in the Works;</li> <li>ii. when the Contractor is paid the corresponding value of the Plant and Materials under Sub-Clause 8.12 [Payment for Plant and Materials in event of Suspension].</li> </ol>
<b>Dismantled Material Government Property</b>	<b>7.16</b>	<p>The Contractor, in course of the Works, should understand that all materials e.g. stone, bricks, steel and other materials obtainable in the Works by dismantling etc. will be considered as the property of the Procuring Entity and will be disposed off to the best advantage of the Procuring Entity, as per directions, of the Engineer-in-charge.</p>
<b>Action where no Specifications are provided.</b>	<b>7.17</b>	<p>In the case of any class of works for which there are no specifications in Bureau of Indian Standards Specifications, Indian Road Congress for road Works and Indian Building Congress for building Works or any Central Government agency, or Departmental Specifications, such works shall be carried out in accordance with the relevant International Standards under the instructions and requirements of the Engineer-in-Charge.</p>
<b>Royalties</b>	<b>7.18</b>	<p>The Contractor shall pay all royalties, rents and other payments for:</p> <ol style="list-style-type: none"> <li>i. natural Materials obtained from outside the Site, and</li> <li>ii. disposal of materials from demolitions and excavations and of other surplus materials (whether natural or man-made), except to the extent that disposal areas within the Site are specified in the Contract.</li> <li>iii. the liability, if any, on account of quarry fees, royalties, octroi and any other taxes and duties in respect of materials actually consumed on public work shall be borne by the Contractor.</li> </ol>
<b>8. Commencement, Delays and Suspension</b>		
<b>Fixing centerlines, reference points and bench marks.</b>	<b>8.1</b>	<p>The basic centerlines, reference points and benchmarks will be fixed by the by the Contractor and checked/confirmed by the Engineer-in-Charge. The Contractor shall establish at his own Cost at suitable points, additional reference lines and benchmarks as may be necessary and instructed by the Engineer-in-Charge. The Contractor shall remain responsible for the sufficiency and accuracy of all the benchmarks and reference lines.</p>
<b>Setting out of works.</b>	<b>8.2</b>	<p>The Contractor shall set out the Works in relation to original points, lines and levels of reference specified in the Contract or notified by the Engineer-in-Charge. The Contractor shall be responsible for the correct positioning of all parts of the Works, and shall rectify any error in the positions, levels,</p>

		<p>dimensions or alignment of the Works.</p> <p>The Procuring Entity shall be responsible for any errors in these specified or notified items of reference, but the Contractor shall use reasonable efforts to verify their accuracy before they are used. If the Contractor suffers delay and/or incurs Cost from executing work which was necessitated by an error in these items of reference, and an experienced contractor could not reasonably have discovered such error and avoided this delay and/ or Cost, the Contractor shall give notice to the Engineer-in-Charge and shall be entitled subject to Sub-Clause 21.2 [Contractor’s Claims] to:</p> <p>i. an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.6 [Extension of Time for Completion], and ii. payment of any such Cost, which shall be included in the Contract Price.</p> <p>After receiving this notice, the Engineer-in-Charge shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (a) whether and (if so) to what extent the error could not reasonably have been discovered, and (b) the matters described in sub-paragraphs i and ii above related to this extent.</p>
<b>Commencement of Works</b>	<b>8.3.1</b>	<p>Except otherwise specified in the Contract Data/ Special Conditions of Contract, the Commencement Date shall be the date at which the following precedent conditions have all been fulfilled and the Engineer-in-charge’s instruction recording the agreement of both Parties on such fulfillment and instructing to commence the Work is received by the Contractor:</p> <p>i. signature of the Contract Agreement (after submission of Performance security and Insurance by the Contractor) by both Parties, and if required, approval of the Contract by relevant authorities;</p> <p>ii. delivery to the Contractor of reasonable evidence of the Procuring Entity’s financial arrangements/ budget provision;</p> <p>iii. except if otherwise specified in the Contract Data, possession of the Site given to the Contractor together with such permission(s) under (a) of Clause 2.1 [Right of Access to the Site] as required for the commencement of the Works;</p> <p>If the said Engineer-in-charge’s instruction is not received by the Contractor within 90 days from his receipt of the Letter of Acceptance, the Contractor shall be entitled to terminate the Contract under Sub-Clause 17.2 [ Termination by Contractor ].</p> <p>The Contractor shall commence the execution of the Works as soon as is reasonably practicable after the Commencement Date, and shall then proceed with the Works with due expedition and without delay. The date of commencement and stipulated completion shall be entered in the Contract Agreement.</p>
	<b>8.3.2</b>	<p>In case, the work cannot be started within one-fourth time of the stipulated period of completion of the Works due to reasons not within the control of the Contractor as decided by the Procuring Entity, either Party may close the Contract. In such eventuality, the Performance Security of the Contractor shall be refunded, but no payment on account of interest, loss of profit or Damages etc. shall be payable at all.</p>
<b>Time for Completion</b>	<b>8.4</b>	<p>The Contractor shall complete the whole of the Works, and each Section (if any), within the Time for Completion for the Works or Section (as the case may be), including: i. achieving the passing of the Tests on Completion, and ii. Completing all work which is stated in the Contract as being required for the Works or Section to be considered to be completed for the purposes of taking-over under Clause 12 [Taking Over of the Works and Sections]. iii. Completion of as built</p>

		<p>drawings and a manual for maintenance and operations, if required. iv. Completion of each mile stone as per the current (original updated every month) construction programme. v. Rectification and or reconstruction of all deficient items of work or works /items of works for which ‘Non Conformance Reports’ were issued. vi. Restoration of the approach roads, fencing and appurtenant works Damaged during execution of the Contracted project and clearance of Site.</p>
<p><b>Construction Programme (Activity Schedule in case of Lump Sum Contract)</b></p>	<p><b>8.5</b></p>	<p>The Contractor shall submit a detailed execution time programme on MS Project or other similar software to the Engineer-in-charge within 28 Days after receiving the notice under Sub-Clause 8.3 [Commencement of Works]. The Contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress or with the Contractor’s obligations. Each programme shall be revised every month and shall include:</p> <p>i. the order in which the Contractor intends to carry out the Works, including the anticipated timing of each stage of design (if any), drawings, Contractor’s Documents, procurement, manufacture of Plant, delivery to Site, construction of works, erection and testing, ii. each of these stages for work by each Sub-Contractor/ Nominated Sub-Contractor, iii. the sequence and timing of quality and other inspections and tests specified in the Contract, and iv. a supporting report which includes:</p> <p>(a) a general description of the time, methods which the Contractor intends to adopt, and of the major stages, in the execution of the Works, and (b) details showing the Contractor’s reasonable estimate of the number of each class of Contractor’s Personnel and of each type of Contractor’s Equipment, required on the Site for each major stage.</p> <p>Unless the Engineer-in-charge, within 21 Days after receiving a programme, gives notice to the Contractor stating the extent to which it does not comply with the Contract, the Contractor shall proceed in accordance with the programme, subject to his other obligations under the Contract. The Procuring Entity’s Personnel shall be entitled to rely upon the programme when planning their activities.</p> <p>The Contractor shall promptly give notice to the Engineer-in-charge of specific probable future events or circumstances which may adversely affect the Works, increase the Contract Price or delay the execution of the Works. The Engineer-in-charge may require the Contractor to submit an estimate of the anticipated effect of the future event or circumstances, and/or a proposal under Sub-Clause 9.2 [Deviations/ Variations Extent and Pricing].</p> <p>If, at any time, the Engineer-in-charge gives notice to the Contractor that a programme fails (to the extent stated) to comply with the Contract or to be consistent with actual progress and the Contractor’s stated intentions, the Contractor shall submit a revised programme to the Engineer-in-charge in accordance with this Sub-Clause.</p>
<p><b>Extension of Time for Completion</b></p>	<p><b>8.6</b></p>	<p>The Contractor shall be entitled subject to Sub-Clause 21.2 [Contractor’s Claims] to an extension of the Time for Completion if and to the extent that completion for the purposes of Clause 12 [Taking Over of the Works and Sections] is or will be delayed by any of the following causes:</p> <p>i. a Variation (unless an adjustment to the Time for Completion has been</p>

		<p>agreed under Clause 9 [Deviations, Variations and Adjustments] or other substantial change in the quantity/design of an item of work included in the Contract,</p> <p>ii. a cause of delay giving an entitlement to extension of time under a Sub-Clause of these Conditions,</p> <p>iii. exceptionally adverse climatic conditions, excluding the rains, high or low variations in temperatures,</p> <p>iv. Unforeseeable shortages in the availability of personnel or Goods caused by epidemic or Governmental actions, or</p> <p>v. any delay, impediment or prevention caused by or attributable to the Procuring Entity, the Procuring Entity's Personnel, or the Procuring Entity's other Contractors</p> <p>If the Contractor considers himself to be entitled to an extension of the Time for Completion, the Contractor shall give notice to the Engineer-in-charge in accordance with Sub-Clause 21.2 [Contractor's Claims]. When determining each extension of time under Sub-Clause 3.5 [Determinations], the Engineer-in-charge shall review previous determinations and may increase, but shall not decrease, the total extension of time.</p>
<b>Delays Caused by Authorities</b>	<b>8.7</b>	<p>If the following conditions apply, namely:</p> <p>i. the Contractor has diligently followed the procedures laid down by the relevant legally constituted public authorities in the Country, ii. these authorities delay or disrupt the Contractor's work, and iii. the delay or disruption was Unforeseeable, Then this delay or disruption will be considered as a cause of delay under Sub-Clause 8.6 [Extension of Time for Completion].</p>
<b>Rate of progress of works.</b>	<b>8.8</b>	<p>As soon as possible after the Contract is concluded the Contractor shall submit a time and progress chart (preferably on MS Project or other similar software) for each milestone and get it approved by the Engineer-in-Charge. The chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the work. It shall indicate the forecast of the dates of commencement and completion of various tasks or sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and Contractor within the limitations of time imposed in the Contract documents, and further to ensure good progress during the execution of the work, the Contractor shall in all cases in which the time allowed for any work, exceeds one month complete the work as per milestone.</p> <p>If, at any time:</p> <p>i. actual progress is too slow to complete within the Time for Completion, and/or progress has fallen (or will fall) behind the current programme under Sub-Clause 8.5 [Construction Programme], other than as a result of a cause listed in Sub-Clause 8.6 [Extension of Time for Completion], then the Engineer-in-charge may instruct the Contractor to submit, under Sub-Clause 8.5 [Construction Programme], a revised programme and supporting report describing the revised methods which the Contractor proposes to adopt in order to expedite progress and complete within the Time for Completion. ii Unless the Engineer-in-Charge notifies otherwise, the Contractor shall adopt these revised methods, which may require increases in the working hours and/or in the numbers of Contractor's Personnel and/or Goods, at the risk and Cost of the Contractor. If these revised methods cause the Procuring Entity to incur additional Costs, the Contractor shall subject to notice under Sub-Clause 2.5 [Procuring Entity's Claims] pay these Costs to the Procuring Entity, in addition to delay Damages (if any) under Sub-Clause 8.9 below. iii. Additional Costs of revised methods including acceleration measures, instructed by the Engineer-in-charge to reduce delays resulting from causes listed under Sub-Clause 8.6 [ Extension of Time for Completion ] shall be paid by the Procuring Entity, without generating,</p>

		<p>however, any other additional payment benefit to the Contractor</p> <p>If the progress of the work has fallen so much in arrears as to prevent other contractors on the work from carrying out their part of the work within the stipulated time, he will be liable for the settlement of any claim put in by any of these contractors for the expenses of keeping their labor unemployed to the extent considered reasonable by the Engineer-in-charge.</p>
<p><b>Compensation/ Damages for Delay (Liquidated Damage) (In case of Lump Sum Contract, the liquidated Damages shall be linked to Stage wise completion of Works as stated in Activity Schedule and specified in SCC)</b></p>	<p><b>8.9</b></p>	<p>As per GCC.</p>
<p><b>Suspension of Work</b></p>	<p><b>8.10.1</b></p>	<p>The Engineer-in-charge may for recorded reasons, at any time instruct the Contractor to suspend progress of part or all of the Works. During such suspension, the Contractor shall protect, store and secure such part or the Works against any deterioration, loss or Damage. The Engineer-in-charge may also notify the cause for the suspension.</p>
	<p><b>8.10.2</b></p>	<p>The Contractor shall, on receipt of the order in writing of the Engineer-in-Charge (whose decision shall be final and binding on the Contractor) suspend the progress of the Works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary so as not to cause any Damage or injury to the work already done or endanger the safety thereof, for any of the following reasons: i. on account of any default on the part of the Contractor; or ii. for proper execution of the Works or part thereof for reasons other than the default of the Contractor; or iii. for safety of the Works or part thereof.</p> <p>The Contractor shall, carry out the instructions given in that behalf by the Engineer-in-Charge.</p> <p>If the suspension is ordered for reasons ii and iii above, the Contractor shall be entitled to an extension of time equal to the period of every such suspension for completion of the item or group of items of work for which a separate period of completion is specified in the Contract and of which the suspended work forms a part,</p>
<p><b>Consequences of Suspension</b></p>	<p><b>8.11</b></p>	<p>If the Contractor suffers delay and/ or incurs Cost from complying with the Engineer-in-charge's instructions under Sub-Clause 8.10 [Suspension of Work] and/ or from resuming the work, the Contractor shall give notice to the Engineer-in-charge and shall be entitled subject to Sub-Clause 21.2 [Contractor's Claims] to:</p>
		<p>i. An extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.6 [Extension of Time for Completion], and</p> <p>ii. payment of any such Cost, which shall be included in the Contract Price.</p> <p>After receiving this notice, the Engineer-in-charge shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.</p>

		The Contractor shall not be entitled to an extension of time for, or to payment of the Cost incurred in making good the consequences of the Contractor's faulty design, workmanship or Materials, or of the Contractor's failure to protect, store or secure the work in accordance with Sub-Clause 8.10 [Suspension of Work].
<b>Payment for Plant and Materials in Event of Suspension</b>	<b>8.12</b>	The Contractor shall be entitled to payment of the value (as at the date of suspension) of Plant and/ or Materials which have not been delivered to Site, if: i. the work on Plant or delivery of Plant and/ or Materials has been suspended for more than 28 Days, and ii. The Contractor has marked the Plant and/ or Materials as the Procuring Entity's property in accordance with the Engineer-in-charge's instructions.
<b>Prolonged Suspension</b>	<b>8.13</b>	If the suspension under Sub-Clause 8.10 [Suspension Work]. has continued for more than 84 Days, the Contractor may request the Engineer-in-charge's permission to proceed. If the Engineer-in-charge does not give permission within 28 Days after being requested to do so, the Contractor may, by giving notice to the Engineer-in-charge, treat the suspension as an omission under Sub-Clause 9.2 [Deviations/ Variations Extent and Pricing] of the affected part of the Works. If the suspension affects the whole of the Works, the Contractor may give notice of termination under Sub-Clause 17.2 [Termination by Contractor].
<b>Resumption of Work</b>	<b>8.14</b>	After the permission or instruction to proceed is given, the Contractor and the Engineer-in-charge shall jointly examine the Works and the Plant and Materials affected by the suspension. The Contractor shall make good any deterioration or Defect in or loss of the Works or Plant or Materials, which has occurred during the suspension after receiving from the Engineer-in-charge an instruction to this effect under Sub-Clause 9.2 [Deviations/ Variations, Extent and Pricing].
<b>Work to be executed strictly as per specifications</b>	<b>8.15</b>	All Works under or in course of execution or executed in pursuance of the Contract shall at all times be executed strictly as per specifications of the Contract as established by regular testing at the specified frequency and be open and accessible to the quality inspection and supervision of the Engineer-in-Charge, his authorized subordinates in charge of the work and all the superior officers, officers of the Quality Control Organization, Third Party Inspection Agency, if engaged by the Procuring Entity, and the Contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the Contractor, either himself be present to receive written orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the Contractor himself. All payments shall be linked to the specified quality of works and works failing on tests or not executed as per design, drawings and specifications shall not be paid unless rectified to the specified quality by the Contractor.
<b>Action when Work executed with unsound materials, imperfect and unskilled workmanship</b>	<b>8.16</b>	If it shall be established through regular testing or post execution quality testing by the third party quality inspection agency to the Engineer-in-Charge or his higher authority or his authorized subordinates in charge of the Works, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with Materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the Contract, the Contractor shall, on demand in writing from the Engineer-in-Charge specifying the work, Materials or articles complained of, notwithstanding that the same may have been passed, certified and paid for, forthwith rectify, or remove and

		<p>reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the Materials or articles so specified and reconstruct, provide other proper and suitable Materials or articles at his own charge and Cost. In the event of the Contractor failing do so within a period specified by the Engineer-in-Charge in his demand aforesaid, then the Contractor shall be liable to pay compensation for the specified period, at the same rate as under Sub-Clause for non-completion of the work in time for this default.</p> <p>In such case the Engineer-in-Charge may not accept the item of work at the rates applicable under the Contract but may accept such items at reduced rates as the competent authority may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure and incidental items rectified, or removed and re-executed at the risk and cost of the Contractor. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the Contractor.</p>
<b>9. Deviations, variations and adjustments</b>		
<b>Right to way (Additions and Alterations in case of Lump Sum Contract)</b>	<b>9.1</b>	Deleted
<b>Deviations/ Variations Extent and Pricing</b>	<b>9.2.1</b>	Deleted
<b>(In case of Lump Sum Contract, Rates of measured up additions and alterations shall be as per applicable BSR or rates of Day Work given be the Contractor and forming part of the Contract)</b>	<b>9.2.2</b>	Deleted
	<b>9.2.3</b>	Deleted
	<b>9.2.4</b>	Deleted
<b>Value Engineering</b>	<b>9.3</b>	<p>The Contractor may, at any time, submit to the Engineer-in-charge a written proposal which (in the Contractor's opinion) will, if adopted, (i) accelerate completion, (ii) reduce the Cost to the Procuring Entity of executing, maintaining or operating the Works, (iii) improve the efficiency or value to the Procuring Entity of the completed Works, or (iv) otherwise be of benefit to the Procuring Entity</p> <p>The proposal shall be prepared at the Cost of the Contractor and shall include the items listed in Sub-Clause 9.2 [Deviations, Variations and Pricing].</p> <p>If a proposal, which is approved by the Engineer-in-charge, includes a change in the design of part of the Permanent Works, then unless otherwise agreed by both Parties:</p>



		<p>i. the Contractor shall design this part,</p> <p>ii. Sub-Clause 4.1 [Contractor’s General Obligations] shall apply, and</p> <p>iii. If this change results in a reduction in the Contract value of this part, the Engineer-in-charge shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine a fee, which shall be included in the Contract Price.</p>
<b>No compensation for alterations in or restriction of works to be carried out</b>	<b>9.4</b>	<p>If, at any time after the commencement of the Works, the Procuring Entity shall, for any reason, whatsoever, not require the whole Works, thereof, as specified in the Contract, to be carried out, the Engineer-in-charge shall give notice, in writing, of the fact to the Contractor, who shall have no claim to any payment or compensation, whatsoever, on account of any profit or advantage which he might have derived from the execution of the Works in full but which he did not derive in consequence of the full amount of the Works not having been carried out. Neither shall he have any claim for compensation by reason of alterations having been made in the original specifications, drawings and design and instructions, which shall involve any curtailment of the Works, as originally contemplated. Provided, that the contractor shall be paid the charges for the cartage only, of Materials actually brought to the Site of the Works by him for bonafide use and rendered surplus as a result of the abandonment or curtailment of the Works or any portion thereof, and taken them back by the Contractor, provided, however, that the Engineer-in-charge shall have, in all such cases, the option of taking over all or any such Materials at their purchase price or at local market rates whichever may be less. In the case of such stores, having been issued from Procuring Entity’s Stores, charges recovered, including storage charges shall be refunded after taking into consideration any deduction for claim on account of any deterioration or Damage while in the custody of the Contractor and in this respect the decision of the Engineer-in-charge shall be final.</p>
<b>Monthly Return of Extra Claims</b>	<b>9.5.1</b>	Deleted
	<b>9.5.2</b>	Deleted
	<b>9.5.3</b>	Deleted
<b>Provisional Sums</b>	<b>9.6</b>	<p>Each Provisional Sum shall only be used, in whole or in part, in accordance with the Engineer-in-charge’s instructions and the Contract Price shall be adjusted accordingly. The total sum paid to the Contractor shall include only such amounts, for the work, supplies or services to which the Provisional Sum relates, as the Engineer-in-charge shall have instructed. For each Provisional Sum, the Engineer-in-charge may instruct:</p> <p>i. work to be executed (including Plant, Materials, labour or services to be supplied) by the Contractor and valued; and/ or ii. Plant, Materials or services to be procured by the Contractor from a Nominated Sub-Contractor as defined in Sub-Clause 5.2 [Nomination of Sub-Contractor] or otherwise; and for which there shall be included in the Contract Price:</p> <p>(a) the actual amounts paid (or due to be paid) by the Contractor, and</p> <p>(b) A sum for overhead charges, calculated at 10% percent of these actual amounts.</p> <p>The amount of overheads (10%) shall be subject to tax liability as per law. The Contractor shall, when required by the Engineer-in-charge, produce invoices, vouchers and accounts or receipts in substantiation.</p>
<b>Day Work</b>	<b>9.7</b>	<p>For works of a minor or incidental nature, the Engineer-in-charge may instruct that a Variation shall be executed on a Day work basis. The work shall then be valued in accordance with the Day work Schedule included in the Contract, and the following procedure shall apply. If a Day work Schedule is not</p>

		<p>included in the Contract, this Sub-Clause shall not apply.</p> <p>Before ordering materials for the work, the Contractor shall submit quotations to the Engineer-in-charge. When applying for payment, the Contractor shall submit invoices, vouchers and accounts or receipts for any Materials/ Equipment/ Plant/ Temporary Works.</p> <p>Except for any items for which the Day work Schedule specifies that payment is not due, the Contractor shall deliver each day to the Engineer-in-charge accurate statements in duplicate which shall include the following details of the resources used in executing the previous day's work:</p> <ol style="list-style-type: none"> <li>i. the names, occupations, day wages and required time period of Contractor's Personnel,</li> <li>ii. the identification, type and time of Contractor's Equipment and Temporary Works, and</li> <li>iii. The quantities and types of Plant and Materials used.</li> </ol> <p>One copy of each statement will, if correct, or when agreed, be signed by the Engineer-in-charge and returned to the Contractor. The Contractor shall then submit priced statements of these resources to the Engineer-in-charge, prior to their inclusion in the next Statement under Sub-Clause 15.5 [Issue of Interim Payment Certificates].</p>
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**10.0 Price Variation-**

<b>Price Variation due to changes in the prices of labour, materials, bitumen, petroleum, cement and steel</b>	<b>10.1</b>	Deleted
<b>Price Variation in installation of elevators, supply/ installation of Centrally Air Conditioning and Central Evaporating Cooling Works.</b>	<b>10.2</b>	Deleted
<b>General Conditions for admissibility of Price Variation</b>	<b>10.3</b>	Deleted

**11. Tests on completion**

<b>Contractor's obligations</b>	<b>11.1</b>	<p>The Contractor shall carry out the Tests on Completion in accordance with the BIS/ IRC and other standard codes and Sub-Clause 7.9 [Testing], after providing the documents in accordance with the requirements for tests on completion.</p> <p>The Contractor shall give to the Engineer-in-charge not less than 15 Days' notice of the date after which the Contractor will be ready to carry out each of the Tests on Completion. Unless otherwise agreed, Tests on Completion shall be carried out within 7 Days after this date, on such day or Days as the</p>
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		<p>Engineer-in- charge shall instruct.</p> <p>In considering the results of the Tests on Completion, the Engineer-in-charge shall make allowances for the effect of any use of the Works by the Procuring Entity on the performance or other characteristics of the Works. As soon as the Works, or a Section, have passed any Tests on Completion, the Contractor shall submit a certificate of the results of these Tests to the Engineer-in-charge.</p> <p>Section, have passed any Tests on Completion, the Contractor shall submit a certificate of the results of these Tests to the Engineer-in-charge.</p>
<b>Delayed Tests</b>	<b>11.2</b>	<p>If the Tests on Completion are being unduly delayed by the Engineer-in-charge, Sub-Clause 7.9.2 of 7.9 [Testing] shall be applicable.</p> <p>If the Tests on Completion are being unduly delayed by the Contractor, the Engineer-in-charge may by notice require the Contractor to carry out the Tests within 21 Days after receiving the notice. The Contractor shall carry out the Tests on such day or Days within that period as the Contractor may fix and of which he shall give notice to the Engineer-in-charge.</p> <p>If the Contractor fails to carry out the Tests on Completion within the period of 21 Days, the Procuring Entity's/ Engineer-in-Charge's Personnel may proceed with the Tests at the field laboratory or at an outsourced laboratory at the risk and cost of the Contractor. The Tests on Completion shall then be deemed to have been carried out in the presence of the Contractor and the results of the Tests shall be accepted as accurate and binding on the Contractor.</p>
<b>Retesting</b>	<b>11.3</b>	<p>If the Works, or a Section, fails to pass the Tests on Completion, Sub-Clauses 7.13 [Rejection] and 11.4 [Failure to Pass Tests on Completion] shall apply, and the Engineer-In-Charge or the Contractor may require the failed Tests, and Tests on Completion on any related work, to be repeated under the same terms and conditions.</p>
<b>12. Taking over of the Works and Sections by Procuring Entity</b>		
<b>Taking over of works</b>	<b>12.1</b>	<p>Except as stated in Sub-Clause 11.4 [Failure to Pass Tests on Completion], the Works shall be taken over by the Procuring Entity when (a) the Works have been completed in accordance with the Contract, including the matters described in Sub-Clause 8.4 [Time for Completion] and except as allowed in sub-paragraph i. below, and (b) a Taking-Over Certificate for the Works has been issued, or is deemed to have been issued in accordance with this Sub-Clause.</p> <p>The Contractor may apply by notice to the Engineer-in-charge for a Taking-Over Certificate not earlier than 14 Days before the Works will, in the Contractor's opinion, be complete and ready for taking over. If the Works are divided into Sections, the Contractor may similarly apply for a Taking-Over Certificate for each Section.</p> <p>The Engineer-in-charge shall, within 28 Days after receiving the Contractor's application:</p> <ul style="list-style-type: none"> <li>i. issue the Taking-Over Certificate to the Contractor, stating the date on which the Works or Section was completed in accordance with the Contract, except for any minor outstanding work and Defects which will not substantially affect the use of the Works or Section for their intended purpose (either until or whilst this work is completed and these Defects are remedied); or</li> <li>ii. reject the application, giving reasons and specifying the work required to be done by the Contractor to enable the Taking-Over Certificate to be issued. The Contractor shall then complete this work before issuing a further notice under this Sub-Clause.</li> </ul> <p>If the Engineer-in-charge fails either to issue the Taking-Over Certificate or to</p>

		reject the Contractor's application within the period of 28 Days, and if the Works or Section (as the case may be) are substantially in accordance with the Contract, the Taking-Over Certificate shall be deemed to have been issued on the last day of that period.
<b>Taking over of Parts of the Works</b>	<b>12.2</b>	<p>The Engineer-in-charge may, at the sole discretion of the Procuring Entity, issue a Taking-Over Certificate for any part of the Permanent Works. The Procuring Entity shall not use any part of the Works (other than as a temporary measure which is either specified in the Contract or agreed by both Parties) unless and until the Engineer-in-charge has issued a Taking-Over Certificate for this part. However, if the Procuring Entity does use any part of the Works before the Taking-Over Certificate is issued:</p> <ol style="list-style-type: none"> <li>i. the part which is used shall be deemed to have been taken over as from the date on which it is used,</li> <li>ii. the Contractor shall cease to be liable for the care of such part as from this date, when responsibility shall pass to the Procuring Entity, and</li> <li>iii. if requested by the Contractor, the Engineer-in-charge shall issue a Taking-Over Certificate for this part.</li> </ol> <p>After the Engineer-in-charge has issued a Taking-Over Certificate for a part of the Works, the Contractor shall be given the earliest opportunity to take such steps as may be necessary to carry out any outstanding Tests on Completion. The Contractor shall carry out these Tests on Completion as soon as practicable before the expiry date of the relevant Defects Notification Period.</p> <p>If the Contractor incurs Cost as a result of the Procuring Entity taking over and/ or using a part of the Works, other than such use as is specified in the Contract or agreed by the Contractor, the Contractor shall:</p> <ol style="list-style-type: none"> <li>(a) give notice to the Engineer-in-charge, and</li> <li>(b) be entitled subject to Sub-Clause 21.2 [Contractor's Claims] to payment of any such Cost, which shall be included in the Contract Price. After receiving this notice, the Engineer-in-charge shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine this Cost.</li> </ol> <p>If a Taking-Over Certificate has been issued for a part of the Works (other than a Section), the delay Damages thereafter for completion of the remainder of the Works shall be reduced. Similarly, the delay Damages for the remainder of the Section (if any) in which this part is included shall also be reduced. For any period of delay after the date stated in this Taking-Over Certificate, the proportional reduction in these delay Damages shall be calculated as the proportion which the value of the part so certified bears to the value of the Works or Section (as the case may be) as a whole. The Engineer-in-charge shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these proportions. The provisions of this paragraph shall only apply to the rate of delay Damages under Sub-Clause 8.9 [Compensation/ Damages for Delay], and shall not affect the maximum amount of these Damages</p>
<b>Taking over if Tests on Completion</b>	<b>12.3</b>	If the Contractor is prevented, for more than 14 days, from carrying out the Tests on Completion by a cause for which the Procuring Entity is responsible, the Procuring Entity shall be deemed to have taken over the Works or Section (as the case may be) on the date when the Tests on Completion would otherwise have been completed.
		The Engineer-in-charge shall then issue a Taking- Over Certificate accordingly, and the Contractor shall carry out the Tests on Completion as soon as practicable, before the expiry date of the Defects Notification Period. The Engineer-in-charge shall require the Tests on Completion to be carried

		<p>out by giving 14 days' notice and in accordance with the relevant provisions of the Contract.</p> <p>If the Contractor suffers delay and/ or incurs Cost as a result of this delay in carrying out the Tests on Completion, the Contractor shall give notice to the Engineer-in-Charge and shall be entitled subject to Sub-Clause 21.2 [Contractor's Claims] to: i. an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.6 [Extension of time for Completion], and ii. payment of any such Cost, which shall be included in the Contract Price.</p> <p>After receiving this notice, the Engineer-in-Charge shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.</p>
<b>Surfaces Requiring Reinstatement</b>	<b>12.4</b>	Except as otherwise states in a Taking Over Certificate, a Certificate for a Section or part of the Works shall not be deemed to certify completion of any ground or other surfaces requiring reinstatement.
<b>13. Defect Liability</b>		
<b>Defect Liability Period</b>	<b>13.1</b>	It is the period, as specified in the Contract data, after certified total completion or after a suspension (short or prolonged) or termination of the Works by the Engineer-in-Charge or the Contractor and handing over of the Works (including Sections or parts handed over earlier) to the Engineer-in-Charge, during which the Contractor is responsible for remedying/ repairing, restoring to the original condition any apparent, virtual or observed defects, deficiencies in the Works, or its performance. The Contractor shall have to repair & restore the defect/ deficiency after a notice issued by the Engineer-in-Charge, who will be free to get it remedied at the risk and cost of the Contractor besides other action being taken as per the Contract, if the Contractor does not get it remedied within the period specified in such notice. The attendances to normal wear and tear due to use by the Procuring Entity/ occupier, in respect of sections or parts taken over for the convenience of the Procuring Entity, shall not be treated as defect.
<b>Completion of Outstanding Work and Remedying Defects.</b>	<b>13.2</b>	<p>In order that the Works and Contractor's Documents, and each Section, shall be in the condition required by the Contract (fair wear and tear excepted) by the expiry date of the relevant Defects Notification Period or as soon as practicable thereafter, the Contractor shall: i. complete any work which is outstanding on the date stated in</p> <p>a Taking-Over Certificate, within such reasonable time as is instructed by the Engineer-in-charge, and ii. Execute all work required to remedy Defects or damages, as may be notified by (or on behalf of) the Procuring Entity on or before the expiry date of the Defects Notification Period for the Works.</p> <p>If a Defect appears or Damages occurs, the Contractor shall be notified accordingly, by (or on behalf of) the Procuring Entity. The Contractor is required to repair, rectify, the defects, restore the Damages at his own cost with in the period indicated in the notice by the Procuring Entity. If the Contractors fails to do so, action as per Sub-Clause 13.3 shall be taken.</p>
<b>Cost of Remedying Defects</b>	<b>13.3</b>	<p>All work referred to in Sub-Clause 13.2 above [Completion of Outstanding Work and Remedying Defects] shall be executed at the risk and cost of the Contractor, if and to the extent that the work is attributable to:</p> <p>i. any design for which the Contractor is responsible,</p> <p>ii. Plant, Materials or workmanship not being in accordance with the Contract, or</p> <p>iii. Failure by the Contractor to comply with any other obligation.</p> <p>The cost to be debited shall be arrived at as under:</p> <p>(a) Cost of remedial work (including taxes) as paid to other</p>

		<p>agency or debited to the contractor if the remedial action is taken up by the department/ organisation, plus</p> <p>(b) A compensation of 15% , less</p> <p>(c) Credit the cost of materials, hire charges of Contractor's plant and machinery if used in the remedial work.</p> <p>If and to the extent that such work is attributable to any other cause, the Contractor shall be notified promptly by (or on behalf of) the Procuring Entity and Sub-Clause 9 [Deviations, Variations and Adjustments] shall apply.</p>
<b>Extension of Defects Notification Period</b>	<b>13.4</b>	<p>The Procuring Entity shall be entitled subject to Sub-Clause 2.5 [Procuring Entity's Claims] to an extension of the Defects Notification Period for the Works or a Section if and to the extent that the Works, Section or a major item of work (as the case may be, and after taking over) cannot be used for the purposes for which they are intended by reason of a Defect, deficiency or by reason of damage attributable to the Contractor. However, a Defects Notification Period shall not be extended by more than two years.</p> <p>If delivery and/ or erection of Plant and/ or Materials was suspended under Sub-Clause 8.10 [Suspension of Work] or Sub-Clause 17.1 [Contractor's Entitlement to Suspend Work], the Contractor's obligations under this Sub-Clause shall not apply to any Defects or damage occurring more than two years after the Defects Notification Period for the Plant and/ or Materials would otherwise have expired.</p>
<b>Contractor liable for damages done and for Imperfections</b>	<b>13.5</b>	<p>If the Contractor or his personnel shall break, deface, injure or destroy any part of a building or any structure in which they may be working, or any building, road, fence, enclosure, water pipe, power/ telecom cables, drains, electric or telephone post or wires, trees, etc. or cultivated ground contiguous to the Site where the Works or any part of it is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults or imperfection appear in the work within Defect Liability Period after a certificate final or otherwise of its completion shall have been given by the Engineer-in-Charge as aforesaid arising out of Defect or improper Materials, procedures or workmanship the Contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineer-in-Charge cause the same to be made good by employing other workman/ agency and deduct the expense from any sums that may be due or at any time thereafter may become due to the Contractor, or from his Performance Security or the proceeds of sale thereof or a sufficient portion thereof.</p>
<b>Failure to remedy the defect</b>	<b>13.6</b>	<p>If the Contractor fails to remedy any Defect, deficiency or damage within a reasonable time, a date may be fixed by (or on behalf of) the Procuring Entity, on or by which the Defect, deficiency or Damage is to be remedied. The Contractor shall be given reasonable notice of this date.</p> <p>If the Contractor fails to remedy the Defect or Damage by this notified date and this remedial work was to be executed at the cost of the Contractor under Sub-Clause 13.3 [Cost of Remedying Defects], the Procuring Entity may (at his option):</p> <ol style="list-style-type: none"> <li>i. carry out the work himself or by others, in a reasonable manner and at the Contractor's cost, but the Contractor shall have no responsibility for this work; and the Contractor shall subject to Sub-Clause 2.5 [Procuring Entity's Claims] pay to the Procuring Entity the costs reasonably incurred by the Procuring Entity in remedying the Defect or Damage;</li> <li>ii. require the Engineer-in-charge to agree or determine a reasonable reduction in the Contract Price in accordance with Sub-Clause 3.5 [Determinations]; or</li> </ol>

		iii If the Defect or Damage deprives the Procuring Entity of substantially the whole benefit of the Works or any major part of the Works, terminate the Contract as a whole, or in respect of such major part which cannot be put to the intended use. Without prejudice to any other rights, under the Contract or otherwise, the Procuring Entity shall then be entitled to recover all sums paid for the Works or for such part (as the case may be), plus financing Costs and the Cost of dismantling the same, clearing the Site and returning Plant and Materials to the Contractor.
<b>Removal of Defective Work</b>	<b>13.7</b>	If the Defect or Damage cannot be remedied expeditiously on the Site and the Procuring Entity gives consent, the Contractor may remove from the Site for the purposes of repair such items of Plant as are Defective or Damaged. This consent may require the Contractor to increase the amount of the Performance Security by the full replacement Cost of these items, or to provide other appropriate security.
<b>Further Tests</b>	<b>13.8</b>	If the work of remedying of any Defect or Damage may affect the performance of the Works, the Engineer-in-charge may require the repetition of any of the tests described in the Contract. The requirement shall be made by notice within 28 Days after the Defect or Damage is remedied. These tests shall be carried out in accordance with the terms applicable to the previous tests, except that they shall be carried out at the risk and cost of the Party liable, under Sub-Clause 13.3 [Cost of Remedying Defects], for the cost of the remedial work.
<b>Contractor / Third Party Quality Inspection Agency to Search for the Cause of the Defect.</b>	<b>13.9</b>	The Contractor or third party quality inspection agency shall, if required by the Engineer-in-charge, search for the cause of any Defect, under the direction of the Engineer-in-charge. Unless the Defect is to be remedied at the cost of the Contractor under Sub-Clause 13.3 [Cost of Remedying Defects], the cost of the search shall be agreed or determined by the Engineer-in-charge in accordance with Sub-Clause 3.5 [Determinations] and shall be included in the Contract Price or of the third party quality inspection agency.
<b>Performance Certificate</b>	<b>13.10</b>	Performance of the Contractor's obligations shall not be considered to have been completed until the Engineer-in-charge has issued the Performance Certificate to the Contractor, stating the date on which the Contractor completed his obligations under the Contract. The Engineer-in-charge shall issue the Performance Certificate within 28 Days after the latest of the expiry dates of the Defects Liability Periods, or as soon thereafter as the Contractor has supplied all the Contractor's Documents and completed and tested all the Works, including remedying any Defects. A copy of the Performance Certificate shall be issued to the Procuring Entity. Only the Performance Certificate shall be deemed to constitute acceptance of the Works.
<b>Substantial Completion of Parts</b>	<b>13.11</b>	If any part of the Permanent Works has been substantially completed and has satisfactorily passed any Test on Completion prescribed by the Contract, the Engineer-in-charge may issue a Taking-Over Certificate in respect of that part of the Permanent Works before completion of Works and upon the issue of such Certificate, the Contractor shall be deemed to have undertaken to complete with due expedition any outstanding work in that part of the Permanent Works during Defect Liability Period.
<b>Unfulfilled Obligations</b>	<b>13.12</b>	After the Performance Certificate has been issued, each Party shall remain liable for the fulfillment of any obligation which remains unperformed at that time. For the purposes of determining the nature and extent of unperformed obligations, the Contract shall be deemed to remain in force.
<b>Right to Access</b>	<b>13.13</b>	Until the Performance Certificate has been issued, the Contractor shall have such right of access to the Works as is reasonably required in order to comply

		with this Sub-Clause, except as may be inconsistent with the Procuring Entity's reasonable security restrictions.
<b>Clearance of Site</b>	<b>13.14</b>	<p>Upon receiving the Performance Certificate, the Contractor shall remove any remaining Contractor's Equipment, surplus material, wreckage, rubbish and Temporary Works from the Site.</p> <p>If all these items have not been removed within 28 days after receipt by the Contractor of the Performance Certificate, the Procuring Entity may sell or otherwise dispose of any remaining items. The Procuring Entity shall be entitled to be paid the costs incurred in connection with, or attributable to, such sale or disposal and restoring the Site.</p> <p>Any balance of the moneys from the sale shall be paid to the Contractor. If these moneys are less than the Procuring Entity's costs, the Contractor shall pay the outstanding balance to the Procuring Entity.</p>
<b>14. Measurement and Evaluation (In case of Lump Sum Contract measurement of only additions and alterations shall be taken)</b>		
<b>Measurement of Work Done</b>	<b>14.1</b>	<p>Whenever the Engineer-in-charge requires any part of the Works to be measured/ re-measured, reasonable notice shall be given to the Contractor's Representative, who shall: i. promptly either attend or send another qualified representative to assist the Engineer-in-charge in taking/ verifying the measurement, and ii. Supply any particulars requested by the Engineer-in-charge for his satisfaction of the measurements.</p> <p>If the Contractor fails to attend or send a representative, the measurement made by (or on behalf) of the Engineer-in-charge shall be accepted as accurate.</p>
<b>Method of measurement.</b>	<b>14.2.1</b>	<p>The measurements (as per IS 1200) of the executed and acceptable work shall be recorded once in a month by the representative of the Engineer-in-Charge and the Contractor or his representative jointly and shall be signed by the Contractor in acceptance. The Engineer-in-Charge shall, except as otherwise provided, shall check, ascertain and determine measurement and the value of the work done in accordance with the Contract. The Procuring Entity reserves to itself the right to prescribe a scale of check measurements of work, in general, or a specific scale for specific works or by other special orders (about which the decision of the Procuring Entity shall be final). Checking of measurement by a superior officer shall supersede the measurements taken by the subordinate officers and the former will become the basis of the payment. Any excess payments detected, as a result of such check measurement or otherwise at any stage upto the date of completion and the Defect Liability Period specified elsewhere in this Contract, shall be recoverable from the Contractor as any other dues payable to the Procuring Entity.</p> <p>The Contractor shall, without extra charge, provided all necessary assistance with labour and equipment necessary for measurements and recording levels.</p> <p>If the Contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties.</p>
	<b>14.2.2</b>	<p>All measurement of all items having financial value shall be recorded in Measurement Book or MS Excel file and printed out in two copies. The original shall be treated as the Measurement book. Such files in original shall be mailed to the Engineer-in-Charge and shall be saved with a dedicated password. Other data like initial field levels or survey field books or findings of the geotech investigations shall be similarly recorded and protected so that a complete record is obtained of all works performed under the Contract.</p>



	<b>14.2.3</b>	<p>If for any reason the Contractor or his authorized representative is not available and the work of recording measurements is suspended by the Engineer-in-charge or his representative, the Engineer-in-Charge and the Department/ Organization shall not entertain any claim from Contractor for any loss or Damages on this account. If the Contractor or his authorized representative does not remain present at the time of such measurements after the Contractor or his authorized representative has been given a notice in writing three (3) Days in advance or fails to countersign or to record objection within seven days from the date of the measurement, then such measurements recorded in his absence by the Engineer-in-charge or his representative shall be deemed to have been accepted by the Contractor.</p> <p>Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken of the net actual quantities in accordance with the procedure set forth in the Bill of Quantities and IS 1200 notwithstanding any general or local practice.</p> <p>The Contractor shall give not less than seven Day’s notice to the Engineer-in-Charge or his authorized representative in charge of the Works before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimension thereof be taken before the same is covered up or placed beyond the reach of measurements and shall not cover and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorized representative in charge of the Works who shall within the aforesaid period of seven Days inspect the work, and if any work shall be covered up or placed beyond the reach of measurements without such notice having been given or the Engineer-in-charge’s consent being obtained in writing, the same shall be uncovered at the Contractor’s expense, for the due measurement or in default thereof no payment or allowance shall be made for such works or the materials with which the same was executed. The covering shall then be restored by the Contractor at his cost.</p> <p>Engineer-in-Charge or his authorized representative may cause either themselves or through another officer of the Department/ Organisation to check the measurements recorded jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.</p> <p>It is also a term of this Contract that recording of measurements of any item of work in the measurement sheets/ Measurement book and/ or its payment in the interim, on account or final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates, nor shall it relieve the Contractor from liabilities from any other measurement, Defects noticed till completion of the Defects liability period.</p>
<b>Omissions</b>	<b>14.3</b>	<p>Whenever the omission of any work forms part (or all) of a Variation, the value of which has not been agreed, if:</p> <ol style="list-style-type: none"> <li>i. the Contractor will incur (or has incurred) Cost which, if the work had not been omitted, would have been deemed to be covered by a sum forming part of the Accepted Contract Amount;</li> <li>ii. the omission of the work will result (or has resulted) in this sum not forming part of the Contract Price; and</li> <li>iii. this Cost is not deemed to be included in the evaluation of any substituted work;</li> </ol> <p>then the Contractor shall give notice to the Engineer-in-charge accordingly, with supporting particulars. Upon receiving this notice, the Engineer-in-charge shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine this Cost, which shall be included in the Contract Price.</p>

<b>15. Contract Price, Payment and Lien</b>		
<b>Contract price</b>	<b>15.1</b>	<p>Unless otherwise stated in the Particular Conditions:</p> <ul style="list-style-type: none"> <li>i. the Contract Price shall be agreed or determined and be subject to adjustments in accordance with the Contract;</li> <li>ii. the Contractor shall pay all taxes, duties and fees required to be paid by him under the Contract, and the Contract Price shall not be adjusted for any of these Costs except as stated in Sub-Clause 15.21 [Adjustments for Changes in Legislation] or Price adjustment;</li> <li>iii. any quantities which may be set out in the Bill of Quantities or other Schedule are estimated quantities and are not to be taken as the actual and correct quantities: <ul style="list-style-type: none"> <li>(a) of the Works which the Contractor is required to execute, or</li> <li>(b) for the purposes of Sub-Clause 11 [Measurement and Evaluation]; and</li> </ul> </li> <li>iv. the Contractor shall submit to the Engineer-in-charge, within 28 Days after the Commencement Date, a proposed breakdown of each lump sum price in the Schedules. The Engineer-in-charge may take account of the breakdown when preparing Payment Certificates, but shall not be bound by it.</li> </ul>
<b>Lump sum provisions in Estimate/ Contract</b>	<b>15.2</b>	<p>When the estimate includes lump sum provisions primarily in respect of parts of work/ items whose specifications and costs are not known at the time of framing the Estimate, and if a bid is to be invited on such an estimate, such lump sum shall be excluded from the bid.</p> <p>Subsequently, when the specifications and costs of such items are known, their execution, if to be completed concurrently with the Contract, shall either be done as a variation item or on market rates (without bid premium) of the Contract. Such variation should be approved by the competent authority and then the Contractor shall be entitled to payment in respect of such items of work, or separate bids shall be invited for the work to be executed concurrently with the present Contract.</p>
<b>Schedule of Payments (in case of Lump Sum Contract payments shall be linked to various stages of completion of Works given in the Activity Schedule)</b>	<b>15.3</b>	<p><i>The schedule of payments shall be as included in the Contract.</i> If the Contract does not include a schedule of payments, the Contractor shall submit non-binding estimates of the payments which he expects to become due during each quarterly period. The first estimate shall be submitted within 28 Days after the Commencement Date. Revised estimates shall be submitted at quarterly intervals, until the Taking-Over Certificate has been issued for the Works. The percentage quoted in the Bid and accepted in the Contract will be deducted/added from/to the gross amount of the bill.</p>
<b>Application for Interim Payment Certificates (Running Account Bills)</b>	<b>15.4</b>	<p>The Contractor shall submit a Statement in required number of copies to the Engineer-in-Charge after the end of each month, in a form approved by the Engineer-in-Charge, showing in detail the amounts to which the Contractor considers himself to be entitled on the basis of measurement (<i><u>or Activity Schedule in case of Lump sum Contract</u></i>) and advance payment, secured advance, deductions, etc. as applicable, together with supporting documents which shall include the report on the progress during this month in accordance with Sub-Clause 4.20 [Progress Reports].</p>
<b>Issue of Interim Payment Certificates</b>	<b>15.5</b>	<p>No amount will be certified or paid until the Procuring Entity has received and accepted the Performance Security. Thereafter, the Engineer-in-charge shall, within 28 Days after receiving a Statement and supporting documents, deliver to the Procuring Entity and to the Contractor an Interim Payment Certificate which shall state the amount which the Engineer-in-charge fairly determines to be due, with all supporting particulars for any reduction or withholding</p>

		<p>made by the Engineer-in-charge on the Statement, if any.</p> <p>However, prior to issuing the Taking Over Certificate for the Works, the Engineer-in-charge shall not be bound to issue an Interim Payment Certificate in an amount which would (after retention and other deductions) be less than the minimum amount of Interim Payment Certificate (if any) stated in the Contract Data. In this event, the Engineer-in-charge shall give notice to the Contractor accordingly.</p> <p>An Interim Payment Certificate shall not be withheld for any other reason, although:</p> <p>i. if anything supplied or work done by the Contractor is not in accordance with the Contract, the cost of rectification or replacement may be withheld until rectification or replacement has been completed; and/or</p> <p>ii. if the Contractor was or is failing to perform any work or obligation in accordance with the Contract, and had been so notified by the Engineer-in-charge, the value of this work or obligation may be withheld until the work or obligation has been performed.</p> <p>The Engineer-in-charge may in any Payment Certificate make any correction or modification that should properly be made to any previous Payment Certificate. A Payment Certificate shall not be deemed to indicate the Engineer-in-charge's acceptance, approval, consent or satisfaction.</p>
<b>Payment of an Interim Payment Certificate</b>	<b>15.6.1</b>	<p>A bill shall be submitted by the Contractor each month on or before the date fixed by the Engineer-in-charge for all work executed in the previous month and the Engineer-in-charge shall take or cause to be taken or check the requisite measurement for the purpose of having the same verified and the claim, as far as admissible, authorized or paid, if possible, before the expiry of thirty days from the presentation for the bill. If the contractor does not submit the bill within the time fixed, as aforesaid, the Engineer-in-charge may depute a subordinate to measure up the said work in the presence of the Contractor, whose signature in the Measurement Book or sheet will be sufficient warrant and the Engineer-in-charge may prepare a bill from such Measurement Book, which shall be binding on the Contractor in all respects.</p>
<b>Payment at Part Rates</b>	<b>15.6.2</b>	<p>The rates for several items of works may be paid in part rates provisionally in running bills in proportion to the quantum of items executed as per specifications at the discretion of the Engineer-in-charge. The deferred payment, will however, be released after the successful completion of the item of work.</p> <p>In case of item rates, if the rate quoted for certain items is very high in comparison to the average/overall bid value over the estimated cost of the work, the payment at running stages shall not be made until an appropriate additional performance security for items for which rates have been quoted high, has been submitted by the Contractor. This security shall be refunded at the final stage of completion.</p>
<b>Payment at Reduced Rates</b>	<b>15.6.3</b>	<p>In case certain item of the Works has not been executed as per specifications, design, drawings and the specified durability and the Engineer-in-Charge is not convinced to accept the item of Works at the full rate applicable under the Contract, may accept such item at a reduced rate (in proportion to the designed and executed capability and or the designed and assessed service life of the structure and its components) with a minimum reduction of 25% of the full rate during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the whole Works. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the Contractor.</p>
<b>Recovery of Cost of Water and</b>	<b>15.6.3</b>	<p>The cost of all water connections necessary for the execution of Works, and the cost of water consumed and hire charges of meters and the cost of</p>

<b>Electricity consumed by the Contractor</b>		electricity consumed in connection with the execution of the Works shall be paid by the Contractor except where otherwise specifically provided in the Contract Data.
<b>Recovery of materials issued and hire charges of Machinery and Equipment, etc.</b>	<b>15.6.4</b>	Recoveries on account of materials issued to the Contractor by the Procuring Entity, Machinery and Equipment lent on hire, advance payment, secured advance, etc. or on any other account, and dues shall be made from each payment certificate from the Contractor as per conditions of this Contract.
<b>Payment on Intermediate Certificate to be regarded as Advances</b>	<b>15.7</b>	All interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Engineer-in-Charge relating to the work done or Materials delivered forming part of such payment may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or Materials to which it relates is/are in accordance with the Contract and Specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Engineer-in-Charge under the Contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the Contract.
<b>Application for issue of final completion certificate</b>	<b>15.8</b>	The Contractor shall apply to the Engineer-in-Charge for issue of the Final Completion Certificate at least 45 days in advance of the likely date of full/satisfactory completion. The Engineer-in-Charge during this period shall review and finalise the requirements of work to qualify as final completion with respect to the third party quality inspection agency reports, if any. The Final completion certificate shall be issued within 30 days of its becoming due as per notice.
<b>issue of final completion certificate</b>	<b>15.9</b>	After the Contractor has rectified all deficiencies pointed out by the Engineer-in-Charge in the final payment documents, and complied to all observations of the Third Party Quality Inspection Agency and the Independent Engineer to the entire satisfaction of the Engineer-in-Charge, the Contractor shall apply to the Engineer-in-Charge releasing the final payment as per final statement and also issue a final payment certificate. The Engineer-in-Charge shall proceed to issue the final payment certificate after reviewing all tests on completion, determinations, as built design and drawings, and other compliances required under the Contract.
<b>Final Statement of payments</b>	<b>15.10</b>	<p>Within 28 Days after receiving the Taking Over Certificate for the Works, the Contractor shall submit to the Engineer-in-charge, six copies of a draft final statement with as built drawings (with two soft copies also) and all other supporting documents showing in detail in a form approved by the Engineer-in-charge the value of all work done in accordance with the Contract, and any further sums which the Contractor considers to be due to him under the Contract or otherwise.</p> <p>If the Engineer-in-charge disagrees with or cannot verify any part of the draft final statement, the Contractor shall submit such further information as the Engineer-in-charge may reasonably require within 28 Days from receipt of said draft and shall make such changes in the draft as may be agreed between them. The Contractor shall then prepare and submit to the Engineer-in-charge the final statement as agreed. This agreed statement is referred to in these Conditions as the “Final Statement”.</p> <p>However if, following discussions between the Engineer-in-charge and the Contractor and any changes to the draft final statement which are agreed, it becomes evident that a dispute exists, the Engineer-in-charge shall deliver to</p>

		the Procuring Entity's competent authority (with a copy to the Contractor) an Interim Payment Certificate for the agreed parts of the draft final statement.
<b>Discharge</b>	<b>15.11</b>	When submitting the Final Statement, the Contractor shall submit a discharge which confirms that the total of the Final Statement represents full and final settlement of all moneys due to the Contractor under or in connection with the Contract. This discharge may state that it becomes effective when the Contractor has received the Performance Security and the outstanding balance of this total, in which event the discharge shall be effective on such date.
<b>Payment of Final Bill</b>	<b>15.12</b>	<p>The final value of the acceptable works done, less payments already received, value of claims raised and paid, value of claims not paid alongwith Interim Payment Certificates, final statement of price escalation due and paid, etc. shall be submitted by the Contractor along with the Final Bill. The final bill shall be submitted by the Contractor in the same manner as specified in interim bills within three Months of physical completion of the work or within one month of the date of the final certificate of completion issued by the Engineer-in-Charge whichever is earlier. No further claims shall be made by the Contractor after submission of the final bill and these shall be deemed to have been waived and extinguished.</p> <p>Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer-in-Charge, will, as far as possible be made within a period of 90 days, the period being reckoned from the date of receipt of the bill by the Engineer-in-Charge complete with accounts of advances, Materials issued, Machinery &amp; Equipment lent on hire by the Procuring Entity, dismantled Materials, etc.</p>
<b>Recovery of cost of preparation of the bill</b>	<b>15.13</b>	<p>In case the Contractor does not submit the bill within the time fixed, the Engineer-in-charge may prepare the bill as per provision of Sub-Clause 15.6.1 [Payment of an Interim Payment Certificate] but a deduction @ 0.5 % of the amount of such a bill shall be made and credited to the general revenue account of the Department/ Organisation on account of preparation of the bill.</p> <p>The Contractor shall submit all bills on the printed forms, to be had on application, at the office of the Engineer- in- charge and the charges in the bills shall always be entered at the rates specified in the Contract or in the case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the Contract, at the rates approved for such work.</p>
<b>Payment of Contractor's Bills to Banks</b>	<b>15.14</b>	<p>Payments due to the Contractor may, if so desired by him, be made to his Bank instead of direct to him provided that the Contractor furnishes to the Engineer-in-Charge (i) the account number with name and address of branch of the Bank, (ii) an authorization in the form of a legally valid document such as a power of attorney conferring authority on the Bank to receive payments, and (iii) his own acceptance of the correctness of the amount made out as being due to him by Procuring Entity or his signature on the bill or other claim preferred against Procuring Entity before settlement by the Engineer-in-Charge of the account or claim by payment to the Bank. While the receipt given by such copy of Banks statement shall constitute a full and sufficient discharge for the payment, the Contractor shall also acknowledge with a receipt. Wherever possible the Contractor shall present his bills duly receipted and discharges through his Bankers.</p> <p>Nothing herein contained shall operate to create in favour of the Bank any rights or equities vis.-a-vis. the Procuring Entity/ Governor of Rajasthan.</p>
<b>Advance Payments</b>	<b>15.15</b>	If provided in the SCC/ Contract Data, the Procuring Entity shall make an advance payment, generally on simple interest (rate as specified in SCC), as an mobilization for the Works, when the Contractor submits a Bank Guarantee of an equal amount or as provided elsewhere in the bid from a Scheduled Bank in India. The total advance payment, the number and timing of

		<p>installments (if more than one), and the applicable currencies and proportions, shall be as stated in the Contract Data.</p> <p>Unless and until the Procuring Entity receives this Bank Guarantee and got confirmed from the issuing Bank, or if the provision of advance payment is not stated in the Contract Data, this Sub-Clause shall not apply.</p> <p>Unless stated otherwise in the Contract Data, the advance payment shall be repaid through percentage deductions from the interim payments determined by the Engineer-in-charge in accordance with Sub-Clause 15.5 [Issue of Interim Payment Certificates], as follows</p> <ol style="list-style-type: none"> <li>i. Deductions shall commence in the next interim Payment Certificate following that in which the total of all certified interim payments (excluding the advance payment and deductions and repayments of retention) exceeds 30 percent of the Accepted Contract Amount less Provisional Sums; and</li> <li>ii. Deductions shall be made at the amortisation rate stated in the Contract Data of the amount of each Interim Payment Certificate (excluding the advance payment and deductions for its repayments as well as deductions for retention money) in the currencies and proportions of the advance payment until such time as the advance payment has been repaid; provided that the advance payment shall be completely repaid prior to the time when 90 percent of the Accepted Contract Amount less Provisional Sums has been certified for payment.</li> </ol> <p>If the advance payment has not been repaid prior to the issue of the Taking-Over Certificate for the Works or prior to termination under Sub-Clause 16.1 [Termination by Procuring Entity], Sub-Clause 17.2 [Termination by Contractor] or Sub-Clause 19 [Force Majeure] (as the case may be), the whole of the balance then outstanding shall immediately become due to the Procuring Entity.</p>
<b>Secured Advance on Non-Perishable Materials</b> <i>(Not applicable in case of Lump Sum Contract)</i>	<b>15.16</b>	Deleted
<b>Ensuring Payment and Amenities to Workers if Contractor fails to pay</b>	<b>15.17</b>	<p>In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, any applicable Labour Laws, the Procuring Entity is obliged to pay any amounts of wages to a workman employed by the Contractor in execution of the Works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Laws or under the P.W.D. Contractor's Labour Regulations, or under the Rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by the Contractor, the Procuring Entity shall recover from the Contractor the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the Procuring Entity under sub-section (2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, Government shall be at liberty to recover such amount or any part thereof by deducting it from the Performance Security or from any sum due by the Procuring Entity to the Contractor whether under this Contract or otherwise. The Procuring Entity shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the Contractor and upon his giving to the Procuring</p>

		Entity full security for all costs for which the Procuring Entity might become liable in contesting such claim.
<b>Withholding and lien in respect of sums due from Contractor</b>	<b>15.18</b>	<p>i. Whenever any claim or claims for payment of a sum of money arises out of or under the Contract or against the Contractor, the Engineer-in-Charge or the Government shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the Performance Security, if any, deposited by the Contractor and for the purpose aforesaid, the Engineer-in-Charge or the Government shall be entitled to withhold the Performance Security furnished, if any and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, the Engineer-in-Charge or the Government shall be entitled to withhold and have a lien to retain to the extent of payable or which may at any time thereafter become payable to the Contractor under the same Contract or any other Contract with the Engineer-in-Charge or the Government or any Contracting person through the Engineer-in-Charge pending finalization of adjudication of any such claim. It is an agreed term of the Contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Engineer-in-Charge or Government will be kept withheld or retained as such by the Engineer-in-Charge or Government till the claim arising out of or under the Contract is determined by the arbitrator (if the Contract is governed by the arbitration Sub-Clause) or by the competent court, as the case may be and that the Contractor will have no claim for interest or Damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the Contractor. For the purpose of this Sub-Clause, where the Contractor is a partnership firm or a limited company, the Engineer-in-Charge or the Government shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/ limited company as the case may be, whether in his individual capacity or otherwise.</p> <p>ii. The Procuring Entity shall have the right to cause an audit and technical examination of the Works and the final bills of the Contractor including all supporting vouchers, abstract etc., to be made within two years after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the Contractor under the Contract or any work claimed to have been done by him under the Contract and found not to have been executed, the Contractor shall be liable to refund the amount of over-payment and it shall be lawful for the Procuring Entity to recover the same from him in the manner prescribed or in any other manner legally permissible; and if it is found that the Contractor was paid less than what was due to him under the Contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by the Procuring Entity to the Contractor, without any interest thereon whatsoever.</p>
<b>Lien in respect of claims in other Contracts</b>	<b>15.19</b>	Any sum of money due and payable to the Contractor (including the Performance Security returnable to him) under the Contract may be withheld or retained by way of lien by the Engineer-in-Charge or the Government or any other Contracting person or persons through Engineer-in-charge against any claim of the Engineer-in-Charge or the Government or such person or persons in respect of payment of a sum of money arising out of or under any other Contract made by the Contractor with the Engineer-in-Charge or the Government or with such person or persons.

		It is an agreed term of the Contract that the sum of money so withheld or retained under this Sub-Clause by the Engineer-in-Charge or the Government will be kept withheld or retained as such by the Engineer-in-Charge or the Government till his claim arising out of the same Contract or any other Contract is either mutually settled or determined by the arbitration Sub-Clause or by the competent court, as the case may be and that the Contractor shall have no claim for interest or Damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this Sub-Clause and duly notified as such to the Contractor.
<b>Levy or Taxes payable by Contractor</b>	<b>15.20</b>	<p>i. GST or any other taxes and duties on Materials, works or services in respect of this Contract shall be payable by the Contractor according to Law in effect.</p> <p>ii. The Contractor shall deposit royalty and obtain necessary permit for supply of the red earth, moorum, sand, chips, bajri, stone, kankar, etc. from local authorities. The liability, if any, on account of quarry fees, royalties, octroi and other taxes and duties in respect of materials actually consumed on the Works, shall be borne by the Contractor.</p> <p>iii. If pursuant to or under any Law, notification or order any royalty, cess or the hike becomes payable to the Government of India and does not at any time become payable by the Contractor to the State Government/ Local authorities in respect of any Material used by the Contractor in the Works then in such a case, it shall be Lawful to the Government of India and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from the dues of the Contractor.</p> <p>iv. In respect of goods and Materials procured by the Contractor, for use in Works under the Contract, GST will be paid by the Contractor himself.</p>
<b>Adjustments for changes in Legislation</b>	<b>15.21</b>	<p>i. All the bid rates shall be inclusive of all taxes and levies payable under respective statutes, However if any further tax or levy is imposed by Statute, after the Base Date and the Contractor thereupon necessarily and properly pays such taxes/ levies the Contractor shall be reimbursed the amount so paid, provided such payments, if it any, is not, in the opinion of the Procuring Entity (whose decision shall be final and binding on the Contractor) attributable to delay in execution of work within the control of the Contractor.</p> <p>ii. The Contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Procuring Entity and/ or the Engineer-in-Charge and further shall furnish such other information/ document as the Engineer-in-Charge may require from time to time.</p> <p>iii. The Contractor shall, within a period of 30 Days of the imposition of any such further tax or levy, give a written notice thereof to the Engineer-in-Charge that the same is given pursuant to this condition, together with all necessary information relating thereto.</p> <p>This Sub-Clause shall not be applicable if the effect of changes in legislation has been included in price variation formulae in Clause 10 [Price Variation].</p>
<b>Pre Check and Post Check of Bills</b>	<b>15.22</b>	The Government/ Procuring Entity shall have a right to provide a system of pre check of Contractor's bills by a specified organization and payment by an Accounts Organisation as the Government/ Procuring Entity may in its absolute discretion decide. Any overpayments detected as a result of such pre check or post check of Contractor's bills can be recovered from the Contractor's bills and the Contractor will refund such excess payments.
<b>16. Termination of Contract by Procuring Entity</b>		



<p><b>Termination by Procuring Entity</b></p>	<p><b>16.1</b></p>	<p>Subject to the other provisions contained in this Sub-Clause the Engineer-in-charge may, without prejudice to his any other rights or remedy against the Contractor in respect of any delay, inferior workmanship, any claims for Damages and/or any other provisions of this Contract or otherwise and whether the date of completion has or has not elapsed by a notice of reasonable period in writing absolutely determine the Contract in any of the following cases:</p> <ul style="list-style-type: none"> <li>i. If the Contractor, having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workmanlike manner, or by workers who do not understand the instructions of the Engineer-in-Charge, or do not execute the work as per specifications or in contravention of the advice of the third party quality inspections agency about the quality of works, if any, shall omit to comply with the requirement of such notice for a period of fifteen Days thereof.</li> <li>ii. If the Contractor being a company shall pass a resolution or the Court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the Court or the creditor to appoint a receiver or a manager or which entitle the Court to make a winding up order.</li> <li>iii. If the Contractor has, without reasonable cause, suspended the progress of the Works for a continuous period of 30 days, or has failed to proceed with the Works with due diligence so that, in the reasoned opinion of the Engineer-in-Charge (which shall be final and binding), he will be unable to secure completion of the Works by the stipulated date of completion and continues to do so after a notice in writing of fifteen Days from the Engineer-in-Charge.</li> <li>iv. If the Contractor fails to complete the Works within the stipulated time or spans of the Works with individual date of completion, if any stipulated, on or before such date(s) of completion and or fails to achieve two continuous mile stones, does not complete them within the period specified in a notice given in writing on that behalf by the Engineer-in-Charge.</li> <li>v. If the Contractor persistently neglects to carry out his obligations under the Contract and/ or commits default in complying with any of the terms and conditions of the Contract and does not remedy it or take effective steps to remedy it within fifteen Days after a notice in writing is given to him on that behalf by the Engineer-in-charge.</li> <li>vi. If the Contractor sublets the Works or a part of Works without specific permission of the Procuring Entity/ Engineer-in-charge.</li> <li>vii. If the Contractor has not been commenced the Works by the Commencement Date or within 1/8th of the stipulated time for completion subject to a maximum of 45 Days, whichever is earlier.</li> </ul> <p>When the Contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the Procuring Entity shall have the powers:</p> <ul style="list-style-type: none"> <li>(a) To determine or rescind the Contract as aforesaid (of which a 28 days termination or rescission notice in writing to the Contractor under the hand of Engineer-in-Charge shall be conclusive evidence). Upon such determination or rescission the Bid Security and Performance Security under the Contract shall be liable to be forfeited and shall be absolutely at the disposal of the Procuring Entity.</li> </ul> <p>To employ labour paid by the Procuring Entity and to supply materials to</p>
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<p><b>Contractor liable to pay compensation even if action not taken under Sub-Clause 16.1 above</b></p>	<p><b>16.2</b></p>	<p>(i) In any case in which the powers conferred upon the Engineer-in-Charge by Sub-Clause 16.1 [Termination by Procuring Entity] shall have become exercisable and the same are not exercised, the non-exercise of such powers shall not constitute a waiver of any of the conditions hereof and such powers shall, notwithstanding, be exercisable in the event of any future case of default by the Contractor and the liability of the Contractor for compensation shall remain unaffected.</p> <p>(ii) In the event of the Engineer-in-Charge putting in force all or any of the powers vested in him under the preceding Sub-Clause 16.1, he may, if he so desires, after giving a notice in writing to the Contractor, take possession of all or any tools, plants, materials and stores, in or upon the Works or the Site, thereof or belonging to the Contractor or procured by him and intended to be used for execution of the Works or any part thereof, paying or allowing for the same in account, at the Contract rates or, in the case of these not being applicable, at current market rates to be certified by the Engineer-in-Charge (whose certificate, thereof, shall be final and conclusive), otherwise the Engineer-in-Charge may, by notice in writing to the Contractor or his authorized agent, require him to remove</p>

		such tools, plants, materials or stores from the premises (within a time to be specified in such notice), and in the event of the Contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the Contractor's expense or sell them by auction or private sale on account of the Contractor and his risk in all respects, and the certificate of the Engineer-in-Charge as to the expenses of any such removal, and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the Contractor.
<b>Valuation at the date of termination:</b>	<b>16.3</b>	As soon as practicable after a notice of termination under Sub-Clause 16.1 has taken effect, the Engineer-in-charge shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine the value of the Works, Goods and Contractor's Documents, and any other sums due to the Contractor for work executed in accordance with the Contract.
<b>Payment after Termination</b>	<b>16.4</b>	After a notice of termination under Sub-Clause 16.1 has taken effect, the Procuring Entity may: <ul style="list-style-type: none"> <li>i. proceed in accordance with Sub-Clause 3.5 [Procuring Entity's Claims ],</li> <li>ii. withhold further payments to the Contractor until the Costs of execution, completion and remedying of any Defects, Damages for delay in completion (if any), and all other Costs incurred by the Procuring Entity, have been established, and</li> <li>iii. recover from the Contractor any losses and Damages incurred by the Procuring Entity and any extra Costs of completing the Works, after allowing for any sum due to the Contractor under Sub-Clause 16.3. After recovering any such losses, Damages and extra Costs, the Procuring Entity shall pay balance to the Contractor, if any.</li> </ul>
<b>Procuring Entity's Entitlement to Termination for Convenience</b>	<b>16.5</b>	If, at any time after the commencement of the Works, the Government/ Procuring Entity shall, for any reason, whatsoever, not require the whole work, thereof, as specified in the Contract, to be carried out, the Engineer-in-charge shall give notice, in writing, of the fact to the Contractor, who shall have no claim to any payment or compensation, whatsoever, on account of any profit or advantage which he might have derived from the execution of the Works in full but which he did not derive in consequence of the full amount of the Works not having been carried out. Neither shall he have any claim for compensation by reason of alterations having been made in the original specifications, drawings and design and instructions, which shall involve any curtailment of the Works, as originally contemplated. Provided, that the contractor shall be paid the charges for the cartage only, of materials actually brought to the Site of the Works by him for bonafide use and rendered surplus as a result of the abandonment or curtailment of the Works or any portion thereof, and taken them back by the Contractor provided, however, that the Engineer-in-charge shall have, in all such cases, the option of taking over all or any such materials at their purchase price or at local market rates whichever may be less.
<b>Corrupt, Fraudulent, Collusive or Coercive Practices</b>	<b>16.6</b>	If the Procuring Entity determines that the Contractor, his SubContractors or any of their personnel has breached the Code of Integrity prescribed in the Act, the Rules, or the Instructions to Bidders [Section I of the Bidding Document] or has engaged in corrupt, fraudulent, collusive or coercive practices, in competing for or in executing the Contract, then the Procuring Entity may, after giving 14 Days notice to the Contractor: <ul style="list-style-type: none"> <li>i. terminate the Contract and expel him from the Site,</li> <li>ii. forfeit or encash performance security and any other security or bond relating to this Contract,</li> <li>iii. recover the payments made under the Contract alongwith interest thereon at bank rate,</li> <li>iv. recover compensation for loss incurred due to termination of the Contract including excess expenditure, if any incurred in getting the remaining work</li> </ul>

		<p>executed from other agency under Sub-Clause 16.1.</p> <p>For the purposes of this Sub-Clause:</p> <ul style="list-style-type: none"> <li>i. “corrupt practice” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in the Contract execution;</li> <li>ii. “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of the Contract;</li> <li>iii. “collusive practice” means a scheme of arrangement between two or more bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels;</li> <li>iv. “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a Contract.</li> </ul> <p>Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent or coercive practice during the execution of the Works then that employee shall be removed in accordance with Sub-Clause 6.11 [Contractor’s Personnel].</p>
<b>Termination of Contract on death of Contractor</b>	<b>16.7</b>	<p>Without prejudice to any of the rights or remedies under this Contract, if the Contractor dies, the Procuring Entity shall have the option of terminating the Contract without compensation to the Contractor after the affidavit of his/ their legal heir/heirs that they are not in a position to complete the work as Contracted or are not going to be in this profession in future.</p>
<b>17. Suspension of Works and Termination by the Contractor</b>		
<b>Contractor’s Entitlement to Suspend Work</b>	<b>17.1</b>	<p>If the Engineer-in-charge fails to certify an Interim Payment Certificate in accordance with Sub-Clause 15.5 [Issue of Interim Payment Certificates] or fails to make a payment of an Interim Payment Certificate within time period specified in accordance with Sub-Clause 15.6 [Payment of an Interim Payment Certificate], the Contractor may, after giving not less than 30 Days’ notice to the Procuring Entity, suspend work (or reduce the rate of progress of work) unless and until the Contractor has received the Payment Certificate or payment, as the case may be as described in the notice.</p> <p>If the Contractor subsequently receives such Payment Certificate or payment (as described in the relevant Sub-Clause and in the above notice) before giving a notice of termination, the Contractor shall resume normal working as soon as is reasonably practicable.</p> <p>If the Contractor suffers delay and/ or incurs Cost as a result of suspending the Works (or reducing the rate of progress of the Works) in accordance with this Sub-Clause, the Contractor shall give notice to the Engineer-in-charge and shall be entitled subject to Sub-Clause 21.2 [Contractor’s Claims ] to:</p> <ul style="list-style-type: none"> <li>i. an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.6 [Extension of Time for Completion], and</li> <li>ii. payment of any such Cost, which shall be included in the Contract Price.</li> </ul> <p>After receiving this notice, the Engineer-in-charge shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.</p>
<b>Termination by Contractor</b>	<b>17.2</b>	<p>The Contractor shall be entitled to terminate the Contract if:</p> <ul style="list-style-type: none"> <li>i. the Contractor does not receive the amount due under an Interim Payment Certificate within 28 Days after the expiry of the time stated in Sub-Clause 15.6 [Payment of an Interim Payment Certificate] within which payment is to be made (except for deductions in accordance with Sub-Clause 2.5 [Procuring Entity’s Claims], or</li> <li>ii. the Procuring Entity substantially fails to perform his obligations under the Contract in such manner as to materially and adversely affect the economic balance of the Contract and/ or the ability of the Contractor to perform the Contract, or</li> </ul>

		<p>iii. a prolonged suspension affects the whole of the Works as described in Sub-Clause 8.13 [Prolonged Suspension ], or</p> <p>iv. the Contractor does not receive the Engineer-in-charge’s instruction recording the agreement of both Parties on the fulfillment of the conditions for the Commencement of Works under Sub-Clause 8.3 [Commencement of Works].</p> <p>In any of these events or circumstances, the Contractor may, upon giving 28 Days’ reasoned notice to the Procuring Entity, terminate the Contract.</p>
<b>Cessation of Work and Removal of Contractor’s Equipment</b>	<b>17.3</b>	<p>After a notice of termination under Sub-Clause 16 [Termination of Contract by Procuring Entity], Sub-Clause 17.2 [Termination by Contractor] or Sub-Clause 19.6. [Optional Termination, Payment and Release] has taken effect, the Contractor shall promptly:</p> <p>i. cease all further work, except for such work as may have been instructed by the Engineer-in-charge for the protection of life or property or for the safety of the Works,</p> <p>ii. hand over Contractor’s Documents, as built drawings, Plant, Materials and other work, for which the Contractor has received payment, and</p> <p>iii. remove all other Goods from the Site, except as necessary for safety, and leave the Site.</p>
<b>Payment on Termination</b>	<b>17.4</b>	<p>After a notice of termination under Sub-Clause 17.2 [Termination by Contractor] has taken effect, the Procuring Entity shall promptly pay the Contractor in accordance with Sub-Clause 19.6. [Optional Termination, Payment and Release].</p>
<b>18. Risk and responsibilities</b>		
<b>Indemnities</b>	<b>18.1</b>	<p>The Contractor shall indemnify and hold harmless the Procuring Entity, the Procuring Entity’s Personnel, and their respective agents, against and from all claims, Damages, losses and expenses (including legal fees and expenses) in respect of:</p> <p>i. bodily injury, sickness, disease or death, of any person whatsoever arising out of or in the course of or by reason of the Contractor’s design (if any), the execution and completion of the Works and the remedying of any Defects, unless attributable to any negligence, willful act or breach of the Contract by the Procuring Entity, the Procuring Entity’s Personnel, or any of their respective agents, and</p> <p>ii. Damage to or loss of any property, real or personal (other than the Works), to the extent that such Damage or loss arises out of or in the course of or by reason of the Contractor’s design (if any), the execution and completion of the Works and the remedying of any Defects, unless and to the extent that any such Damage or loss is attributable to any negligence, willful act or breach of the Contract by the Procuring Entity, the Procuring Entity’s Personnel, their respective agents, or anyone directly or indirectly employed by any of them.</p>
<b>Contractor’s Care of the Works</b>	<b>18.2.1</b>	<p>The Contractor shall take full responsibility for the care of the Works and materials and Goods from the Commencement Date until the Taking-Over Certificate is issued (or is deemed to be issued under Clause 12 [Taking Over of the Works and Sections by Procuring Entity] for the Works, when responsibility for the care of the Works shall pass to the Procuring Entity. If a Taking-Over Certificate is issued (or is so deemed to be issued) for any Section or part of the Works, responsibility for the care of the Section or part shall then pass to the Procuring Entity.</p> <p>After responsibility has accordingly passed to the Procuring Entity, the Contractor shall take responsibility for the care of any work which is outstanding on the date stated in a Taking-Over Certificate, until this outstanding work has been completed.</p> <p>If any loss or Damage happens to the Works, Materials or Goods or</p>

		<p>Contractor's Documents during the period when the Contractor is responsible for their care, from any cause not listed in Sub-Clause 18.3 [Procuring Entity's Risks], the Contractor shall rectify/ reimburse the loss or Damage at the Contractor's risk and Cost, so that the Works, Materials or Goods or Contractor's Documents conform with the Contract.</p> <p>The Contractor shall be liable for any loss or Damage caused by any actions performed by the Contractor after a Taking-Over Certificate has been issued. The Contractor shall also be liable for any loss or Damage which occurs after a Taking Over Certificate has been issued and which arose from a previous event for which the Contractor was liable.</p>
	<b>18.2.2</b>	All risks of loss of or Damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.
<b>Procuring Entity's Risks.</b>	<b>18.3</b>	<p>The risks referred to in Sub-Clause 18.4 [Consequences of Procuring Entity's Risks] below, insofar as they directly affect the execution of the Works, are:</p> <ul style="list-style-type: none"> <li>i. war, hostilities (whether war be declared or not), invasion, act of foreign enemies,</li> <li>ii. rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war, within the Country,</li> <li>iii. riot, commotion or disorder within the Country by persons other than the Contractor's Personnel,</li> <li>iv. munitions of war, explosive Materials, ionizing radiation or contamination by radio-activity, within the Country, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity,</li> <li>v. pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds,</li> <li>vi. use or occupation by the Procuring Entity of any part of the Permanent Works, except as may be specified in the Contract,</li> <li>vii. design of any part of the Works by the Procuring Entity's Personnel or by others for whom the Procuring Entity is responsible, and viii. Any operation of the forces of nature which is Unforeseeable or against which an experienced Contractor could not reasonably have been expected to have taken adequate preventive precautions.</li> </ul>
<b>Consequences of Procuring Entity's Risks</b>	<b>18.4</b>	<p>If and to the extent that any of the risks listed in Sub-Clause 18.3 above results in loss or Damage to the Works, materials or Goods or Contractor's Documents, the Contractor shall promptly give notice to the Engineer-in-charge and shall rectify this loss or Damage to the extent required by the Engineer-in-charge.</p> <p>If the Contractor suffers delay and/ or incurs Cost from rectifying this loss or Damage, the Contractor shall give a further notice to the Engineer-in-charge and shall be entitled subject to Clause 21.2 [Contractor's Claims ] to:</p> <ul style="list-style-type: none"> <li>i. An extension of time for any such delay, if completion is or will be delayed, under Clause 8.6 [Extension of Time for Completion], and</li> <li>ii. payment of any such Cost, which shall be included in the Contract Price.</li> </ul> <p>After receiving this further notice, the Engineer-in-charge shall proceed in accordance with Clause 3.5 [Determinations] to agree or determine these matters.</p>
<b>Intellectual and Industrial Property Rights</b>	<b>18.5</b>	<p>In this Sub-Clause, "infringement" means an infringement (or alleged infringement) of any patent, registered design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works; and "claim" means a claim (or proceedings pursuing a claim) alleging an infringement.</p> <p>Whenever a Party does not give notice to the other Party of any claim within</p>

		<p>28 Days of receiving the claim, the first Party shall be deemed to have waived any right to indemnity under this Sub-Clause.</p> <p>The Contractor shall fully indemnify and keep indemnified the Procuring Entity and the State Government against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the Contract. The Contractor shall indemnify and hold the Procuring Entity harmless against and from any other claim which arises out of or in relation to (i) the manufacture, use, sale or import of any Goods, or (ii) any design for which the Contractor is responsible.</p> <p>The Procuring Entity shall indemnify and hold the Contractor harmless against and from any claim alleging an infringement which is or was:</p> <p>i. an unavoidable result of the Contractor’s compliance with the Contract, or</p> <p>ii. a result of any Works being used by the Procuring Entity:</p> <p>(a) for a purpose other than that indicated by, or reasonably to be inferred from, the Contract, or</p> <p>(b) in conjunction with anything not supplied by the Contractor, unless such use was disclosed to the Contractor prior to the Base Date or is stated in the Contract</p> <p>If a Party is entitled to be indemnified under this Sub-Clause, the indemnifying Party may (at its Cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it. The other Party shall, at the request and Cost of the indemnifying Party, assist in contesting the claim. This other Party (and its Personnel) shall not make any admission which might be prejudicial to the indemnifying Party, unless the indemnifying Party failed to take over the conduct of any negotiations, litigation or arbitration upon being requested to do so by such other Party.</p>
<b>Limitation of Liability</b>	<b>18.6</b>	<p>Neither Party shall be liable to the other Party for loss of use of any Works, loss of profit, loss of any Contract or for any indirect or consequential loss or Damage which may be suffered by the other Party in connection with the Contract, other than as specifically provided in Sub-Clause 8.9 [Compensation/ Damages for Delay]; Sub-Clause 13.3 [Cost of Remedying Defects]; Sub-Clause 16.4 [Payment after Termination]; Sub-Clause 17.4 [Payment on Termination]; Sub-Clause 18.1 [Indemnities]; Sub-Clause 18.2 [Contractor’s Care of the Works], Sub-Clause 18.4 [Consequences of Procuring Entity’s Risks] and Sub-Clause 18.5. [Intellectual and Industrial Property Rights].</p> <p>The total liability of the Contractor to the Procuring Entity, under or in connection with the Contract shall not exceed twice the Accepted Contract Amount. This amount does not include charges, if any, for consumption of Electricity, Water and Gas provided by the Procuring Entity under Sub-Clause 4.18 [Electricity, Water and Gas], and use of Procuring Entity’s Equipment and Materials under Sub-Clause 4.19 [Procuring Entity’s Equipment and Issue of Materials].</p> <p>This Sub-Clause shall not limit liability of the Contractor in any case of fraud, deliberate default or reckless misconduct by the Contractor or Sub-Contractors or their personnel or offences under any other Law for the time being in force.</p>
<b>Use of Procuring Entity’s Accommodation/ Facilities</b>	<b>18.7</b>	<p>The Contractor shall take full responsibility for the care of the accommodation and facilities, if any, provided by the Procuring Entity as detailed in the Specifications, from the respective dates of hand-over to the Contractor until cessation of occupation (where hand-over or cessation of occupation may take place after the date stated in the Taking-Over Certificate for the Works).</p> <p>If any loss or Damage happens to any of the above items while the Contractor is responsible for their care arising from any cause whatsoever other than</p>

		those for which the Procuring Entity is liable, the Contractor shall, at his own cost, rectify the loss or Damage to the satisfaction of the Engineer-in-Charge.
<b>19. Force Majeure</b>		
<b>Definition of Force Majeure</b>	<b>19.1</b>	<p>In this Sub-Clause, “Force Majeure” means an exceptional event or circumstance:</p> <ul style="list-style-type: none"> <li>i. which is beyond a Party’s control,</li> <li>ii. which such Party could not reasonably have provided against before entering into the Contract,</li> <li>iii. which, having arisen, such Party could not reasonably have avoided or overcome, and</li> <li>iv. which is not substantially attributable to the other Party.</li> </ul> <p>Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (i) to (iv) above are satisfied:</p> <ul style="list-style-type: none"> <li>(a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies,</li> <li>(b) rebellion, terrorism, sabotage by persons other than the Contractor’s Personnel, revolution, insurrection, military or usurped power, or civil war,</li> <li>(c) riot, commotion, disorder, strike or lockout by persons other than the Contractor’s Personnel,</li> <li>(d) munitions of war, explosive Materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the Contractor’s use of such munitions, explosives, radiation or radio-activity, and</li> <li>(e) natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.</li> </ul>
<b>Notice of Force Majeure</b>	<b>19.2</b>	<p>If a Party is or will be prevented from performing its substantial obligations under the Contract by Force Majeure, then it shall give notice to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within 14 Days after the Party became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure.</p> <p>The Party shall, having given notice, be excused performance of its obligations for so long as such Force Majeure prevents it from performing them.</p> <p>Notwithstanding any other provision of this Clause, Force Majeure shall not apply to obligations of either Party to make payments to the other Party under the Contract.</p>
<b>Duty to Minimize Delay</b>	<b>19.3</b>	<p>Each Party shall at all times use all reasonable endeavors to minimize any delay in the performance of the Contract as a result of Force Majeure.</p> <p>A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure.</p>
<b>Consequences of Force Majeure</b>	<b>19.4</b>	<p>If the Contractor is prevented from performing its substantial obligations under the Contract by Force Majeure of which notice has been given under Sub-Clause 19.2 [Notice of Force Majeure], and suffers delay and/ or incurs Cost by reason of such Force Majeure, the Contractor shall be entitled subject to Sub-Clause 21.2 [Contractor’s Claims ] to:</p> <ul style="list-style-type: none"> <li>i. an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.6 [Extension of Time for Completion], and</li> <li>ii. if the event or circumstance is of the kind described in Sub-Clause 19.1 [Definition of Force Majeure] and, in the case of sub-paragraphs (a) to (e), occurs in the Country, payment of any such Cost incurred rectifying or replacing the Works and/ or Goods Damaged or destructed by Force Majeure, to the extent they are not indemnified through the insurance policy referred to in Sub-Clause 20.2 [Insurance for Works and Contractor’s Equipment].</li> </ul>



		After receiving this notice, the Engineer-in-charge shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.
<b>Force Majeure Affecting Subcontractor</b>	<b>19.5</b>	If any Subcontractor is entitled under any Contract or agreement relating to the Works to relief from force majeure on terms additional to or broader than those specified in this Sub-Clause, such additional or broader force majeure events or circumstances shall not excuse the Contractor's non-performance or entitle him to relief under this Sub-Clause.
<b>Optional Termination, Payment and Release</b>	<b>19.6</b>	If the execution of substantially all the Works in progress is prevented for a continuous period of 84 Days by reason of Force Majeure of which notice has been given under Sub-Clause 19.2 [Notice of Force Majeure], or for multiple periods which total more than 140 Days due to the same notified Force Majeure, then either Party may give to the other Party a notice of termination of the Contract. In this event, the termination shall take effect 7 Days after the notice is given, and the Contractor shall proceed in accordance with Sub-Clause 17.3 [Cessation of Works and Removal of Contractor's Equipment]. Upon such termination, the Engineer-in-charge shall determine the value of the work done and issue a Payment Certificate which shall include: <ul style="list-style-type: none"> <li>i. the amounts payable for any acceptable work carried out for which a price is stated in the Contract;</li> <li>ii. the Cost of Plant and Materials ordered for the Works which have been delivered to the Contractor, or of which the Contractor is liable to accept delivery: this Plant and Materials shall become the property of (and be at the risk of) the Procuring Entity when paid for by the Procuring Entity, and the Contractor shall place the same at the Procuring Entity's disposal;</li> <li>iii. other Costs or liabilities which in the circumstances were reasonably and necessarily incurred by the Contractor in the expectation of completing the Works;</li> <li>iv. the Cost of removal of Temporary Works and Contractor's Equipment from the Site.</li> </ul>
<b>Release from Performance</b>	<b>19.7</b>	Notwithstanding any other provision of this Clause, if any event or circumstance outside the control of the Parties (including, but not limited to, Force Majeure) arises which makes it impossible or unlawful for either or both Parties to fulfill its or their Contractual obligations or which, under the Law governing the Contract, entitles the Parties to be released from further performance of the Contract, then upon notice by either Party to the other Party of such event or circumstance: <ul style="list-style-type: none"> <li>i. The Parties shall be discharged from further performance, without prejudice to the rights of either Party in respect of any previous breach of the Contract, and</li> <li>ii. the sum payable by the Procuring Entity to the Contractor shall be the same as would have been payable under Sub-Clause 19.6 [Optional Termination, Payment and Release] if the Contract had been terminated under Sub-Clause 19.6.</li> </ul>
<b>20. Insurance</b>		
<b>General Requirements for Insurance</b>	<b>20.1</b>	In this Sub-Clause, "insuring Party" means, for each type of insurance, the Party responsible for effecting and maintaining the insurance specified in the relevant Sub-Clause. Wherever the Contractor is the insuring Party, each insurance shall be effected with insurers and in terms approved by the Procuring Entity. These terms shall be consistent with any terms agreed by both Parties before the date of the Letter of Acceptance. This agreement of terms shall take precedence over the provisions of this Sub-Clause. Wherever the Procuring Entity is the insuring Party, each insurance shall be effected with insurers and in terms acceptable to the Contractor. These terms

	<p>shall be consistent with any terms agreed by both Parties before the date of the Letter of Acceptance. This agreement of terms shall take precedence over the provisions of this Sub-Clause.</p> <p>If a policy is required to indemnify joint insured, the cover shall apply separately to each insured as though a separate policy had been issued for each of the joint insured. If a policy indemnifies additional joint insured, namely in addition to the insured specified in this Sub-Clause, (i) the Contractor shall act under the policy on behalf of these additional joint insured except that the Procuring Entity shall act for Procuring Entity's Personnel, (ii) additional joint insured shall not be entitled to receive payments directly from the insurer or to have any other direct dealings with the insurer, and (iii) the insuring Party shall require all additional joint insured to comply with the conditions stipulated in the policy.</p> <p>Each policy insuring against loss or Damage shall provide for payments to be made in the currencies required to rectify the loss or Damage. Payments received from insurers shall be used for the rectification of the loss or Damage.</p> <p>The relevant insuring Party shall, within the respective periods stated in the Contract Data (calculated from the Commencement Date), submit to the other Party: i. evidence that the insurances described in this Sub-Clause have been effected, and ii. copies of the policies for the insurances described in Sub-Clause 20.2 [Insurance for Works and Contractor's Equipment] and Sub-Clause 20.3 [Insurance against Injury to Persons and Damage to Property].</p> <p>When each premium is paid, the insuring Party shall submit evidence of payment to the other Party. Whenever evidence or policies are submitted, the insuring Party shall also give notice to the Engineer-in-charge.</p> <p>Each Party shall comply with the conditions stipulated in each of the insurance policies. The insuring Party shall keep the insurers informed of any relevant changes to the execution of the Works and ensure that insurance is maintained in accordance with this Sub-Clause.</p> <p>Neither Party shall make any material alteration to the terms of any insurance without the prior approval of the other Party. If an insurer makes (or attempts to make) any alteration, the Party first notified by the insurer shall promptly give notice to the other Party.</p> <p>If the insuring Party fails to effect and keep in force any of the insurances it is required to effect and maintain under the Contract, or fails to provide satisfactory evidence and copies of policies in accordance with this Sub-Clause, the other Party may (at its option and without prejudice to any other right or remedy) effect insurance for the relevant coverage and pay the premiums due. The insuring Party shall pay the amount of these premiums to the other Party, and the Contract Price shall be adjusted accordingly.</p> <p>Nothing in this Sub-Clause limits the obligations, liabilities or responsibilities of the Contractor or the Procuring Entity, under the other terms of the Contract or otherwise. Any amounts not insured or not recovered from the insurers shall be borne by the Contractor and/ or the Procuring Entity in accordance with these obligations, liabilities or responsibilities. However, if the insuring Party fails to effect and keep in force an insurance which is available and which it is required to effect and maintain under the Contract, and the other Party neither approves the omission nor effects insurance for the coverage relevant to this default, any moneys which should have been recoverable under this insurance shall be paid by the insuring Party.</p> <p>Payments by one Party to the other Party shall be subject to Sub-Clause 2.5 [Procuring Entity's Claims] or Sub-Clause 21.2 [Contractor's Claims], as applicable.</p>
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<p><b>Insurance for Works and Contractor's Equipments</b></p>	<p><b>20.2</b></p>	<p>The insuring Party shall insure the Works, Plant, Materials and Contractor's Documents for not less than the full reinstatement Cost including the Costs of demolition, removal of debris and professional fees and profit. This insurance shall be effective from the date by which the evidence is to be submitted under Sub-Clause 20.1 [General Requirements for Insurances], until the date of issue of the Taking-Over Certificate for the Works.</p> <p>The insuring Party shall maintain this insurance to provide cover until the date of issue of the Performance Certificate, for loss or Damage for which the Contractor is liable arising from a cause occurring prior to the issue of the Taking-Over Certificate, and for loss or Damage caused by the Contractor in the course of any other operations including those under Clause 13 [Defect Liability].</p> <p>The insuring Party shall insure the Contractor's Equipment for not less than the full replacement value, including delivery to Site. For each item of Contractor's Equipment, the insurance shall be effective while it is being transported to the Site and until it is no longer required as Contractor's Equipment.</p> <p>Unless otherwise stated in the Special Conditions, insurances under this Sub-Clause:</p> <ul style="list-style-type: none"> <li>i. shall be effected and maintained by the Contractor as insuring Party,</li> <li>ii. shall be in the joint names of the Parties, who shall be jointly entitled to receive payments from the insurers, payments being held or allocated to the Party actually bearing the Costs of rectifying the loss or Damage,</li> <li>iii. shall be extended to cover liability for all loss and Damage from any cause not listed in Sub-Clause 18.3 [Procuring Entity's Risks],</li> <li>iv. shall also cover, to the extent specifically required in the Contract Data, loss or Damage to a part of the Works which is attributable to the use or occupation by the Procuring Entity of another part of the Works, and loss or Damage from the risks listed in Sub-Clause 18.3 [Procuring Entity's Risks], excluding (in each case) risks which are not insurable at commercially reasonable terms, and</li> <li>v. may however exclude loss of, Damage to, and reinstatement of: <ul style="list-style-type: none"> <li>(a) a part of the Works which is in a defective condition due to a defect in its design, materials or workmanship (but cover shall include any other parts which are lost or Damaged as a direct result of this defective condition and not as described in sub- paragraph (b) below),</li> <li>(b) a part of the Works which is lost or Damaged in order to reinstate any other part of the Works if this other part is in a defective condition due to a defect in its design, material or workmanship, and</li> <li>(c) A part of the Works which has been taken over by the Procuring Entity, except to the extent that the Contractor is liable for the loss or Damage.</li> </ul> </li> </ul>
<p><b>Insurance against Injury to Persons and Damage to Property</b></p>	<p><b>20.3</b></p>	<p>The insuring Party shall insure against each Party's liability for any loss, Damage, death or bodily injury which may occur to any physical property (except things insured under Sub-Clause 20.2 [Insurance for Works and Contractor's Equipment]) or to any person (except persons insured under Sub-Clause 20.4 [Insurance for Contractor's Personnel]), which may arise out of the Contractor's performance of the Contract and occurring before the issue of the Performance Certificate.</p> <p>This insurance shall be for a limit per occurrence of not less than the amount stated in the Contract Data with no limit on the number of occurrences.</p> <p>Unless otherwise stated in the Special Conditions, the insurances specified in this Sub-Clause:</p> <ul style="list-style-type: none"> <li>i. shall be effected and maintained by the Contractor as insuring Party,</li> <li>ii. shall be in the joint names of the Parties,</li> </ul>

		<p>iii. shall be extended to cover liability for all loss and Damage to the Procuring Entity's property (except things insured under Sub-Clause 20.2 [Insurance for Works and Contractor's Equipment] arising out of the Contractor's performance of the Contract, and</p> <p>iv. may however exclude liability to the extent that it arises from:</p> <p>(a) the Procuring Entity's right to have the Permanent Works executed on, over, under, in or through any land, and to occupy this land for the Permanent Works,</p> <p>(b) Damage which is an unavoidable result of the Contractor's obligations to execute the Works and remedy any Defects, and</p> <p>(c) a cause listed in Sub-Clause 18.3 [Procuring Entity's Risks], except to the extent that cover is available at commercially reasonable terms.</p>
<b>Insurance for Contractor's Personnel</b>	<b>20.4</b>	<p>The Contractor shall effect and maintain insurance against liability for claims, Damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor's Personnel.</p> <p>The insurance shall cover the Procuring Entity and the Engineer-in-charge against liability for claims, Damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor's Personnel, except that this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the Procuring Entity or of the Procuring Entity's Personnel.</p> <p>The insurance shall be maintained in full force and effect during the whole time that these personnel are assisting in the execution of the Works. For a Subcontractor's employees, the insurance may be effected by the Subcontractor, but the Contractor shall be responsible for compliance with this Sub-Clause.</p>
<b>21. Claims, disputes and Arbitration</b>		
<b>Recovery</b>	<b>21.1.1</b>	Any amount inadvertently paid as not due to the Contractor shall be treated as acknowledged recovery/ or debt due from the Contractor. The Contractor shall immediately inform the Engineer-in-charge about such amount and offer to reimburse immediately to the Engineer-in-charge.
	<b>21.1.2</b>	Whenever any claim against the Contractor for the payment of a sum of money arises out of or under the Contract, the Procuring Entity shall be entitled to recover such a sum by appropriating, in part or whole of the Performance Security, or enlistment deposit of the Contractor. In the event of the Performance Security and enlistment deposit being insufficient or if no Performance Security has been taken, then the balance or the total sum recoverable, as the case may be, shall be deducted from any sum, then due or which at any time, thereafter, may become due to the Contractor, under this Contract or other Contracts with the Procuring Entity. Should these sums not be sufficient to cover the full amount recoverable, the balance remaining due shall be recovered from the Contractor as arrears of land revenue under Section 53 of the Act.
<b>Contractor's Claims</b>	<b>21.2</b>	<p>If the Contractor considers himself to be entitled to any extension of the Time for Completion and/ or any additional payment, under any Sub-Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give notice to the Engineer-in-charge, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, but not later than 28 Days after the Contractor became aware, or should have become aware, of the event or circumstance.</p> <p>If the Contractor fails to give notice of a claim within such period of 28 Days,</p>

	<p>the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and the Procuring Entity shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub-Clause shall apply.</p> <p>The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance.</p> <p>The Contractor shall keep such contemporary records as may be necessary to substantiate any claim included in the claim, either on the Site or at another location acceptable to the Engineer-in-charge. Without admitting the Procuring Entity's liability, the Engineer-in-charge may, after receiving any notice under this Sub-Clause, monitor the record-keeping and/ or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Engineer-in-charge to inspect all these records, and shall (if instructed) submit copies to the Engineer-in-charge.</p> <p>Within 42 Days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Engineer-in-charge, the Contractor shall send to the Engineer-in-charge a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and/or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:</p> <ol style="list-style-type: none"> <li>i. this fully detailed claim shall be considered as interim;</li> <li>ii. the Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and/ or amount claimed, and such further particulars as the Engineer-in-charge may reasonably require; and</li> <li>iii. the Contractor shall send a final claim within 28 Days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Engineer-in-charge.</li> </ol> <p>Within 42 Days after receiving a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Engineer-in-charge and approved by the Contractor, the Engineer-in-charge shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim within the above defined time period.</p> <p>Within the above defined period of 42 Days, the Engineer-in-charge shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with Sub-Clause 8.6 [Extension of Time for Completion], and/ or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract.</p> <p>Each Payment Certificate shall include such additional payment for any claim as have been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the Contractor shall only be entitled to payment for such part of the claim as he has been able to substantiate.</p> <p>If the Engineer-in-charge does not respond within the timeframe defined in this Sub-Clause, the matter may be brought to the attention of the Procuring Entity by the Contractor within 15 days (beyond the initial period of 42 days) for timely intervention. If the Contractor is not satisfied with the decision of the Engineer-in-charge/ Procuring Entity, the Parties may refer the dispute to the Dispute Resolution Board in accordance with Sub-Clause 21.3 [Dispute Resolution].</p> <p>The requirements of this Sub-Clause are in addition to those of any other Sub-</p>
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		Clause which may apply to a claim. If the Contractor fails to comply with this or another Sub-Clause in relation to any claim, any extension of time and/ or additional payment shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim, unless the claim is excluded under the second paragraph of this Sub-Clause.
<b>Dispute Resolution</b>	<b>21.3.1</b>	The procedure of reference of disputes to the Dispute Resolution Board and its functioning shall be as per Appendix A.
	<b>21.3.2</b>	The disputes which remain unresolved by the Dispute Resolution Board may be referred by either Party to Arbitration.

## **Appendix A**

### **Dispute Resolution During Execution of the Contract**

#### **1.0 Dispute**

Disputes are germane to any contract. A 'dispute' implies an assertion of a right or a claim by one party and repudiation thereof by the other party, either expressed or implied, and may be by words or by conduct. A mere 'difference' is not necessarily a dispute; when the parties fail to resolve it, the difference culminates in dispute.

#### **1.1 Dispute Resolution in a Construction Contract**

Since arbitrations are fairly time consuming, it is always advisable to sort out the disputes mutually through the mechanism of adjudication through Dispute Resolution Board (DRB), which is a sort of voluntary arbitration. Arbitration can be resorted to if the adjudication decision is not forthcoming or is not acceptable to any party. For dispute resolution following procedure will be followed:

#### **2.0 Dispute Resolution Board (DRB)**

- (a) A formal Sub-Clause of obtaining dispute resolution through DRB will be inserted in the Conditions of the Contract. A separate Dispute Resolution Agreement will also be drawn up, detailing therein provisions like: Eligibility of Members, date of commencement, manner of entry on the reference by the Members and their resignation; obligation of the Members, the Procuring Entity and the Contractor; terms of payment (monthly retainer fee, daily fee for travel & site visits, out-of-pocket expenses); manner of sharing the fees and expenses and of making

payments; arrangements of site visits and their frequency; conduct of hearings; termination/ phasing out the activities of DRB; default of the Member, and action to be taken in case of dispute in relation to DRB Agreement, etc.

- (b) DRB should be put in place within one month of Letter of Acceptance.
- (c) The DRB for all projects costing more than Rs 10 crore will comprise of three Members, one each to be appointed by the Procuring Entity and the Contractor and approved by the other. The third Member, who will also act as the presiding Member, will be selected by the first two Members and approved by the parties. If either of the first two Members is not so selected and approved, or the parties fail to reach an agreement on the third Member then on request of either or both parties, appointment will be made by concerned Administrative Department in case of Government Departments and Head of the Organisation (Chairman, etc.) concerned in other cases.
- (d) The Members to be appointed shall be out of a panel maintained by the Department/ Organisation concerned and should be experienced in the type of construction actually involved and/ or finance and accounts and/ or contractual documents. **They should be persons of repute and integrity.**
- (e) If any dispute that arises at any stage between the Procuring Entity and the Contractor in connection with, or arising out of the Contract or the execution of the Works, including any disagreement by either party with any action, inaction, opinion, instruction, determination, certificate or valuation of the Engineer, the matter in dispute shall, in the first place, should be tried to be settled amicably. If the dispute still remains unsettled, it shall be referred to the DRB.
- (f) Both parties shall promptly make available all information, access to the Site, and appropriate facilities, as the DRB may require for the purposes of making a recommendation on such dispute.
- (g) Within 56 days after receiving such reference, or within such other period as may be proposed by the DRB and approved by both parties, the DRB shall give its recommendation with reasons. The recommendation shall be binding on both parties, who shall promptly give effect to it unless and until it shall be revised in an amicable settlement or an arbitral award as described below. Unless the Contract has already been abandoned, repudiated or terminated, the Contractor shall continue to proceed with the Works in accordance with the Contract.
- (h) If either party is dissatisfied with the recommendation, then either party may, within 28 days after receiving the recommendation, or if the DRB fails to give its recommendation within 56 days (or as otherwise approved), within 28 days after the said period of 56 days has expired, give notice to the other party, with a copy to the Engineer-in-Charge, of its intention to commence arbitration proceedings.
- (i) If the DRB has given its decision within the stipulated period, and no notice of intention to commence arbitration as to such dispute has been given by either party within 28 days of the said decision, then the decision of DRB shall become final and binding.

### **3.0 Arbitration**

- (a) Any dispute in respect of which the recommendations (if any) of DRB has not become final and binding, shall be finally settled by arbitration in accordance with the Indian' Arbitration and Conciliation Act, 1996, or any statutory amendment thereof.
- (b) The Arbitral Tribunal will comprise three Members, one each to be appointed by the Procuring Entity and the Contractor. The third Member, who will also act as the presiding Member, will be appointed by mutual consent of the first two Members. If the parties fail to reach an agreement on

the third Member then on request of either or both parties, appointment will be made by concerned Administrative Department in case of Government Departments and Head of the Organisation (Chairman, etc.) concerned in other cases.

- (c) The Tribunal shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Engineer-in-Charge, and any decision of the DRB, relevant to the dispute.
- (d) Neither party shall be limited in the proceedings before the Tribunal to the evidence or arguments previously put before the DRB to obtain its decision, or to the reasons for dissatisfaction given in its notice of dissatisfaction.
- (e) Arbitration may be commenced prior to or after completion of the Works. The obligations of the Parties, the Engineer-in-Charge and the DRB shall not be altered by reason of any arbitration being conducted during the progress of the Works.

#### **4.0 Language**

All proceedings before DRB/ arbitral tribunal shall be in the Language of the Contract/ English.

#### **5.0 Terms and conditions for engagement of DRB Member and Chairman**

The terms and conditions including the remuneration and other facilities to be given to the Members of DRB and Arbitrators in case of civil engineering construction contracts/ consultancies shall be as notified by the State Government from time to time. Each Party to the Contract (the Contractor/ Consultant) shall be responsible for paying one-half of the remuneration. Since the fee structure has to be agreed by both the parties i.e. Procuring Entity and Contractor/ Consultant, the fee structure may also be got accepted by the respective Contractor/ Consultants. In the contracts the fee structure may be included as part of the bidding documents/ contract documents and the acceptance of the fee structure by the Contractors/ Consultants may be kept as a pre-condition for signing the Contract.



## **Section VIII B:**

### **SPECIAL CONDITION OF CONTRACT**

## **SPECIAL CONDITIONS OF CONTRACT**

### **DEFINITIONS**

In the Contract, as hereinafter defined. The following words and expressions shall have the meaning hereby assigned to them, except where the context otherwise required.

- 1.1 **"Act"** shall mean the Law relating to procurement "The Rajasthan Transparency in Public Procurement Act, 2012"
- 1.2 **"Approved"** shall mean approval in writing including subsequent written confirmation of previous verbal approval.
- 1.3 **"Bill of Quantities"** (BOQ) shall mean the bill of quantities included in the contract (s) or as approved by the Owner during execution for the Works.
- 1.4 **"Certificate of Completion"** Shall mean the certificate (s) to be issued according to Clause 6 hereof.
- 1.5 **"Construction Equipment"** shall -mean all appliances/equipment and things of whatsoever nature including all related spares of wearing parts in or about the execution, required for completion or maintenance of the works but does not include materials or other things intended to form part of or to be incorporated into the Permanent works.
- 1.6 **"Contract"** Shall mean the Agreement between the Owner and the Contractor duly signed by the parties thereto through their authorized representatives for the execution of the Works together with all the documents annexed/attached therewith.
- 1.7 **"Contract Price"** shall mean the price of the work package of the successful Bidder as accepted by the Owner.
- 1.8 **"Contractor"** shall mean the qualified bidder whom awarded the work for execute and include its legal representative's successors and permitted assigns.
- 1.9 **"Contractor's work programme"** shall mean the programme showing the order of sequence in which the Contractor intends to carry out the works within the time for completion stipulated in the contract for completion of the works. .
- 1.10 The word **"Cost"** shall be deemed to include overhead cost whether incurred on or off the site.
- 1.11 **"Day"** shall mean calendar day.
- 1.12 **"Defects Liability Period"** shall have the meaning as 60 months.
- 1.13 **"Drawings"** shall include maps, plans sketches and tracing of prints thereto referred to and incorporated in Contract and modification of such drawings approved in writing by the Owner/Engineer-in-charge and such other drawings as may from time to time be approved in writing by the Owner/Engineer-in-charge in connection with the execution of the contract.
- 1.14 **"Effective Date"** shall mean the date on which the Contract shall come into effect as provided in Article 26 & clause 2 hereof.
- 1.15 **"Engineer"** or **"Engineer-in-charge"** The term means as expressed in General conditions of contract.
- 1.16 **Engineer-in-charge Representative"** shall mean the person (s) nominated from time to time by the Engineer-in-charge to perform such duties as may be assigned to him/them.
- 1.17 **"Expatriate"** shall mean any person who is not a resident of India but who is required in India for performance of the Works with mutual consent in pursuance to the Contract.
- 1.18 **"Final Acceptance Certificate"** shall mean the certificate(s) to be issued according to Article 28 hereof.

- 1.19 **"Foreign Currency"** shall mean a Currency other than Indian Rupee.
- 1.20 **"Main Civil Works"** shall mean all civil works excluding infrastructure works and construction facilities.
- 1.21 **"Month"** shall mean calendar month.
- 1.22 **"Onshore Component"** shall mean the component of Contract price expressed in India Rupees and to be paid in Indian Rupees by the Owner for work done pursuant to the contract.
- 1.23 **"Order to Commence"** shall mean the order 'to' be given by the Owner to the Contractor to commence execution of the Works as provided in Article 26 hereof.
- 1.24 **"Owner"** shall mean the Government of Rajasthan, through Chief Engineer, Water Resources Zone, Kota, India and shall include its successors and assigns.
- 1.25 **"Permanent Works"** shall mean the permanent works to be executed in accordance with the Contract.
- 1.26 **"Project"** shall mean the "Survey, Planning, Design & Construction of Navnera Barrage including Hydro-Mechanical Works, across River Kalisindh, near Village - Abra, Tehsil -Digod, District-Kota, Rajasthan, under Eastern Rajasthan Canal Project (ERCP) Phase -I (A) on Engineering, Procurement and Construction (E.P.C) single Responsibility turnkey basis,,". fully described in the scope of work Special Conditions and the Technical Specifications, which the Contractor has to execute pursuant to the provisions of the Contract.
- 1.27 **"Project Area"** shall mean the area to be indicated/approved by the Owner and shown in the drawing included in Technical Bid or during project period
- 1.28 **"Project Officer"** shall mean the Government of Rajasthan, through Superintending Engineer, Water Resources Rajasthan in charge of the project and shall include its successors and assigns.
- 1.29 **"Rule"** shall mean the "Rajasthan Public Procurement Rules, 2013" under the said RTTP Act, 2012
- 1.30 **"Section of Works"** shall mean a part of the Works specifically identified as such in the Special Conditions and Scope of Work.
- 1.31 **"Site"** shall mean the land and other places on, under in or through which the permanent works or Temporary Works of the Contract are to be executed and any other lands and places to be provided by the Owner or acquired by the contractor for work space or for any other purpose, for the performance of the contract.
- 1.32 **"Specifications"** shall mean the technical specifications of the civil works, infrastructure work and, Equipment included in the Contract.
- 1.33 **"Sub-Contractor"** shall mean any person of Firm or Company (other than the Contractor) and the legal representatives' successors and permitted assigns of such person of Firm or Company engaged with prior written consent of the Owner/ Engineer-in-charge.
- 1.34 **"Temporary Works"** shall mean all temporary works wherever required in or about the execution of the Works.
- 1.35 **"Week"** shall mean seven consecutive days.
- 1.36 **"Works"** shall mean and include all the permanent and the temporary works to be executed, all items and things to be supplied/done and services and activities to be Performed by the Contractor pursuant to and in accordance with the contract but shall not include the Contractor's construction equipment, its related spares and wearing parts.
- 1.37 **"Owner Design Consultant (ODC)"** shall mean any one the institutions among CWC or any IIT as approved by the owner.

- 1.38 **"Bidder's Design Consultant (BDC)** shall mean consultant deputed by bidder for the planning, investigation design and approval of project and its components, as approved by the owner.
- 1.39 Deleted
- 1.40 I.T.B. shall mean Information to Bidders.
- 1.41 Tenderer / Bidder shall mean Individual or firm participating in bidding.
- 1.42 Management meeting "shall mean meeting with representatives of contractor & Owner.

## **2.0 Interpretation of Contract Document**

- 2.1 Special conditions shall be read in conjunction with General Conditions Technical Specifications, Bill of Quantities, project profile along with Drawings and other documents forming part of this contract wherever permissible or the context so requires.
- 2.2 Notwithstanding the sub-division of the contract into several contract documents every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the contract so far as it may be practicable to do so or context so requires.
- 2.3 In the contract unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the contract so requires. Words importing person shall include incorporate companies/ registered association/body of individuals/firm of partnership as applicable in context thereof.
- 2.4 All headings and marginal notes to the clauses/Articles of the General condition or to the Specification or to any other document forming part of the Contract are solely for the purpose of giving a concise indication of the general subject matter thereof and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof
- 2.5 If during the course of execution of the Works any discrepancy or inconsistency, error or omission in any of the provisions of the Contract is discovered which has any effect on the execution of the Works, and need to be clarified the same shall be referred to the Engineer-in-charge who shall give his decision and issue instructions directing the manner in which the Works are to be carried out. Any and all decisions and/or orders of the Engineer-in-charge shall be deemed decision and/ or orders of the Owner. However, such decisions shall not prevent the Contractor from seeking recourse under clause 22 hereunder. The Contractor shall carry out the Works in accordance with such decisions and/or instructions of the Engineer-in-charge.
- 2.6 Where any provision of the General conditions of Contract or general provision of contract is repugnant to or at variance with any provision of the Special Condition, then the provisions of the Special Condition shall be deemed to override the provision of the General conditions or general provisions of contract and shall to the extent of such repugnancy or variation, prevail. The order of precedence in any repugnancy shall be Special Conditions of Contract, General conditions of Contract and general provisions of contract

- 2.7 Wherever it is mentioned in the contract that the Contractor shall perform certain work or provide certain facilities, it is understood that the Contractor shall do so at his cost and the contract price shall be deemed to have included the cost of such performances and provisions so mentioned.
- 2.8 The materials, design and workmanship shall satisfy the applicable standards, specifications contained herein or approved by owner and codes referred to. Where the contract stipulates. Requirement in additions to those contained in the standards, codes and specifications, those additional requirements shall also be satisfied.

### **3. Assignment and sub-letting**

- 3.1 Except as provided hereinafter no part of the contract or any share of interest therein shall in any mater or degree be transferred, assigned, or sub-let by the Contractor directly or indirectly to any person, firm or company whatsoever without the prior consent in writing of the Owner for which the contractor shall give a written request to the owner at least 30 days in advance of the proposed date transfer, assignment or sub-letting. Such request for transfer, assignment or sub-letting shall contain :
- a) Contractor's certification regarding the financial soundness of the proposed transferee, assignee or sub-contractor for the work.
  - b) Contractor should also submit an affidavit on appropriate stamp from proposed transferee, assignee or sub contractor that he is not debarred by any department or no recovery of state is pending against him and that no criminal case is pending against him.
  - c) Its scope and estimated value in relation to the Contract Price.
  - d) Experience of the transferee assignee or sub-contractor, in the related areas of work.
  - e) The manpower, equipment, materials and other resources available with the transferee, assignee or sub-Contractor for the work.
  - f) Domicile of the proposed transferee, assignee or sub-Contractor and particulars of its other existing operations or contracts if any in India. Within four weeks of the date of the receipt of request for consent pursuant to this Article 3.1, the Owner after evaluating the capability of the sub- Contractor shall either give consent in writing thereof or communicate its refusal with reasons. In the event of the Owner failing to communicate its refusal within the above said four weeks period, the Contractor shall be entitled to proceed as if the Owner had granted consent to such request.
- 3.2 Notwithstanding the provisions contained in Article 3.1 above the consent of the Owner shall not be required in respect of the following transfer, assignment, sub-contracting or sub-letting.
- a) Any change in favor of the Contractor's bankers of any moneys due under the Contract or the subrogation of insurers to the Contractor's right to receive payments due under the Contract;
  - b) Sub-contracts for the supply of construction materials such as steel and cement and consumables such as explosives, oil and petroleum products procured within India;
  - c) Sub – contracts with sub-contractors and supplies named in the Contract;
  - d) Sub-Contracts for Construction Equipment and Temporary Works;
  - e) Sub-contracts for clearance and /or transportation
- Notwithstanding anything to the contrary contained herein the Contractor shall remain solely responsible for and shall obtain all permits, licenses, approvals and

authorization as may be required under all applicable law and regulations in respect of any award or performance of any transfer, sub-contract, sub-letting or assignment pursuant thereto.

- 3.3 Notwithstanding any transfer, assignment or sub-letting with the approval of the Owner as aforesaid, the Contractor shall be and shall remain solely responsible and liable to the Owner for the quality, proper and expeditious execution and performance of the Works and for due performance and observance of all the conditions of the Contract in all respects, as if such transfer, assignment or sub-letting has not taken place and as if the work so transferred, assigned or sublet has been done directly by the Contractor
- 3.4 If any such transferee, assignee or sub- contractor engaged upon the Works, executes and work, which in the opinion of the Engineer-in-charge is not in accordance with the Contract, the Owner may by written notice to the Contractor request him to terminate such sub-contract and the Contractor upon the receipt of such notice shall terminate such sub-contract and dismiss such sub-contractor and the latter shall forthwith leave the works failing which the Owner shall have the right to remove such sub-contractor from the site. In such cases no liability whatsoever will be attached to the Owner, nor will the Owner bear the cost of such sub- contract.
- 3.5 Any action taken by the Owner under this Article shall not relieve in any manner whatsoever the Contractor of any of his liabilities' and obligations under the Contract including time for Completion or give rise to any right to compensation/extension of time or otherwise.

#### **4. LANGUAGE**

- 4.1 The Language of the Contract be English.
- 4.2 All Further documents and all correspondence in respect of the Contract shall be in English/ Hindi.

#### **5. GOVERNING LAW JURISDICTION**

The Contract shall be construed and interpreted in accordance with and governed by the Laws of India. Any action taken or proceeding initiated of any of the terms of this Agreement shall be only in the Court of Competent Jurisdiction at Kota.

#### **6. CONTRACTOR'S EMPLOYEES**

- 6.1 The Contractor shall provide an employee on the site in connection with the execution of the works and performance of its obligations under the Contract:
  - a) Only such technical personnel as are skilled and experienced in their respective calling and such sub-agents, foremen and leading hands as are competent to do or give proper supervision to the work they are required to perform or supervise, and
  - b) Such skilled, semi-skilled and unskilled labour as is necessary for the proper and timely execution of the Works.
  - c) The Engineer- in- charge shall be at liberty to object to and require the Contractor to remove forthwith from the Works any person employed by the Contractor of its sub-

contractors in or about the execution of the Works who in the reasonable opinion of the Engineer- in- charge misconducts himself, or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the Engineer-in-charge to be undesirable then such person shall be removed by the contractor. Any person so removed from the, Works shall be replaced as soon as possible by a competent substitute at the cost of the Contractor.

## **7. CARE OF WORKS**

7.1 The Contractor shall take full responsibility for the care of the Works or any Section or part of the Works from the Date of Order to Commence as defined in Article 26 until the Date of Completion as defined in Article 26, and in the event that any Damage or loss shall occur to any work during such period as aforesaid from any cause whatsoever save and except the loss or Damage caused by any of the Excepted Risks as defined below, the same shall be made good be and at the cost of the Contractor and to the satisfaction of the Owner. The Contractor shall also be liable for sub-contractors or any of their Work occasioned by it or by any of its sub-contractors or any their personnel or due to reasons attributable to them in the course of any operations carried out by it or by its sub-contractors for the purpose of completing any outstanding work or complying with its obligations under Article 27 (Defects Liability Period). Excepted Risks for the above purpose shall mean the following:

a) War, invasion, act of foreign 'enemy, hostilities or war like operations (Whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, civil commotion, military or usurped power, martial law, conspiracy, confiscation, commandeering by a group of malicious persons or persons acting on behalf of or in connection with any political organization, requisition or destruction or Damage by order of any government de-dure or de-facto or by any public, municipal or local authority;

b) Ionizing, radiations or contamination by radioactivity from any nuclear' fuel or from any nuclear wastage, from the combustion of nuclear fuel, except when arising from radioactive sources used in the normal course of the carrying out of the Contract by the Contactor;

c) Earth quake (fire and shock) for the portion exceeding the ceilings provided in the insurance policy as per Article 8 thereof.

7.2 In the event of insurance cover becoming available for any of the Except Risks during the subsistence of the contract, the Contractor shall within 4 working days of date of receipt of request in writing of the Owner, arrange such insurance cover at the cost of the Owner. The risks in respect of which the insurance cover so becomes available shall be deemed to have been deleted from the definition of Excepted Risks set out herein above during the period of availability of such insurance cover from the fifth working day after request by the Owner to the Contractor as stated above, The cost of such additional insurance shall be reimbursed to the Contractor by the Owner In case the Contractor fails to arrange the said additional insurance cover in time, as requested by the Owner, the Contractor shall be liable for loss or Damage arising from such events or causes.

- 7.2.1 Till such time the whole or part of the Works are handed over to the Owner in later than 72 hours of the happening of the occurrence of any of the Excepted Risks resulting in Damage or loss to any of the Works as a consequence thereof notify in writing the Owner about the same and, within 15 days of the happening of the occurrence, the Contractor shall give a second notice and such notice shall contain particulars of the events, constituting Excepted Risks, evidence in support thereof and the extent of Damage or loss to the Works as a consequence thereof. In the event of the Contractor failing to give notice in accordance with the provisions of Article 7.2 the Contractor shall bear the loss or Damage if any arising out of any alleged Excepted Risks.
- 7.3 In the event of any loss or Damage to the Works from the Date of Order to Commence until the Date of Completion, arising from any of the Excepted Risks, the same shall be made good by the Contractor at the cost of the Owner and in such cases the costs payable by the Owner to the Contractor shall be at the same applicable rate as set out in the Contract.
- 7.4 In the event of any loss or Damage to the Works arising as a consequence of any of such Excepted Risks during Defects Liability period, the same shall if required by the Owner be made good by the Contractor at the cost of the Owner. The costs payable by the Owner pursuant to this Article 7.4 shall be at the rates mutually agreed.
- 7.5 Notwithstanding the provisions of Article 7.3 or Article 7.4 hereof but subject to Article 7.1 thereof, wherever any Excepted Risk is insured and/or is insurable in accordance with Article 7.1 above the Owner shall not be required to pay any costs for making good the loss or Damage to the Works arising as a Consequence of the Excepted Risks to the extent payments are receivable from the Insurance Company for such losses. of Damages and 'in such an event, the Owner shall pay the cost for making good the loss or Damage to the Works over and above the payment receivable by the Contractor from Insurances for such losses or Damages.

## **8 INSURANCE AND INDEMNITY**

- 8.1 Without in any manner limiting its' obligations and responsibilities, the Contractor shall arrange, secure and maintain at its cost in the joint names of the Owner and the Contractor any and all insurance so as to cover the Works including the entire material, equipment and plant pertaining to the Permanent Works as also the Temporary Works including all materials, equipment and plant or other items fixed the contractor shall be valid upto the date of Completion and shall further provide cover during the Defects Liability Period in respect of all liabilities of the Contractor under the Contract.
- 8.2 Without prejudice to the provisions contained in Article 8.1 hereinabove, the "Contractor shall take out at its cost in the joint names of the Owner and the Contractor, the following insurances:
- a) Workmen's Compensation Policy as per GCC
  - b) Contractor's All Risk Insurance Policy as per GCC
  - c) Insurance against Injury to persons and Damage to property as per GCC
- 8.3.4 Workmen's Compensation Policy or its equivalent: The Contractor will be responsible to arrange workmen's Compensation or its equivalent for his employees.
- 8.3.5 Material Damage Fire Policy to cover Damage to rented premises or any other property



8.3.6 Contractor's All Risk Insurance Policy;

8.3.7 The Policy should cover all risks arising out of execution of Works.

8.4 The coverage in respect of all policies will be subject to annual review and adjustment to ensure adequacy of the coverage. Losses and Damages shall be payable in the same currency used to acquire the Damaged or lost goods.

8.5 The Contractor shall furnish to the Owner copies of all policies of insurance and receipts for premium paid and other connected documents and in addition shall whenever required by the Owner produce to the Owner/Engineer-in-charge such and other connected documents pertaining to insurance coverage and claims as the Owner/Engineer-in-charge may require.

8.6 Subject to Article 7 thereof and except for deductibles and losses in excess of coverage arising out of Damages caused by the Owner and/or his agencies and employees in which case the deductibles and losses in excess of coverage shall be to the account of the Owner, all deductibles and losses in excess of Coverage under any of the insurance policies shall be to the account of the Contractor.

The Contractor shall not cancel or significantly modify any or all the" policies without obtaining the written approval of the Owner. The Contractor shall enter into a separate agreement with the insurers to the effect that any or all the policies shall not be cancelled or significantly modified.

8.7 If the Contractor shall fail to effect that insurance as. required in terms of this Contract and/or fails to produce to the Owner satisfactory evidence that there is the requisite insurance in respect of various matters for which it is required to effect insurance in terms of the Contract then and in any such case the Owner may effect and keep records of such insurance and pay such premium as may be necessary for the purpose and from time to time deduct the amounts so paid or recover the same form any amount due to the Contractor from the Owner or by enforcement of bank guarantees provided by the Contractor under this Contract or otherwise.

8.8 The Contractor shall, save and except if and so for as the contract specifically provides otherwise, indemnify and keep indemnified and saved harmless, the Owner at all times in respect of all injuries, losses or Damages to the person or property of the Owner, its other contractors, their servants, agents and workmen and third parties, which may arise out of or as consequence of the execution and maintenance of the works or performance of the Contractor's obligations under the Contract. The indemnity hereunder shall include all costs, charges and expenses on account of any claims, demands, actions and proceedings against the Owner in respect of such injuries, loss or Damage.

8.9 The Contractor shall be responsible for making good to the satisfaction of Owner any loss of and any Damage to all structures and properties moveable or immovable belonging to the Owner or being executed or procured or being procured by the Owner or belonging to other agencies engaged by the Owner and working within the Site, if such loss or Damage is due to the fault and/or the negligence or acts of omissions of the Contractor, his sub-contractors and their employees, agents and representatives.

- 8.10 The Contractor shall indemnify and keep indemnified and saved harmless to the Owner against all claims for Damage to' property arising under or by reason of this Contract if such claims result from the fault and/or negligence or act or omission of the Contractors, his sub-contractors and their employees, agents and representatives.
- 8.11 Under the Contract, the Contractor shall be responsible for loss or Damage to the Works for which the Contractor is liable under the provisions of the contract until the date of expiry of the Defects Liability Period in accordance with the provisions of the Contract.

## 9. SUFFICIENCY OF TENDER

The Contractor shall be deemed to have satisfied himself before signing of the Contract, as to the correctness and sufficiency of his tender for the Works and prices as 'stated in the Contract. The Contract Price (subject to the terms, conditions and assumptions set forth elsewhere in the Contract) shall, except in so far as is otherwise provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper execution of the Works.

The data and information given in the Scope of work, Drawings under Technical Bid of the Bid Document are based on the investigations and studies conducted so far. Variations/alterations in the said data/ information more particularly in respect of Geology and Drawings which have bearing on the Design and Construction cannot be ruled out. The contractor shall, therefore satisfy himself about the adequacy and accuracy of the said data/information and interpretation thereof and if necessary, by any further Investigation to be conducted by the contractor prior and during execution.

Thus, owner shall not be responsible for the accuracy/adequacy of the said data/information and interpretation there by the contractor.

**A) Following parameters of the project are fixed and bidder's proposal should be based accordingly.**

S.No.	DESCRIPTION	FIGURE	
1.	Top of Barrage (TBL)	223.0	M
2.	FRL / Pond Level /MWL	217.00	M
3.	Sill Level of Barrage	201.00	M
4.	Flood Discharging Capacity	44592.00	Cumec

**B) Following parameters of the project are tentative and bidder may choose to alter these as per site conditions subject to model testing or design requirements as per codes or design procedures etc.**

S.No.	DISCRIPTION	FIGURE	
1.	Design Foundation level of Over Flow	180.00	m
2	Design Foundation Level of concrete None Over Flow	190.00	M
3.	Size & No. of Gates	26 Nos	15(H)x16 (W)

## PRICE ADJUSTMENT

The bidder shall quote the amount of over flow Portion (spillway)and Non over flow portion separately considering foundation level for over flow portion (spillway) as EL 180.00 M (Average) and for Non over flow portion as EL 190.00M (Average).

In case the average foundation level of the entire length of over flow portion (Spillway)/ Non Overflow portion is increased / decreased from 180.00 M (average) / 190.00M (average) on the recommendations of Geologist and approved by owner, then a sum of amount in addition to amount quoted by the bidder for over flow

portion (spillway) / Non Overflow portion will be payable to contractor / deducted from contractor's bill in the following manner:

(A) For Overflow Portion

Total amount quoted by the bidder for Over flow portion (spillway) X [(Revised Height of spillway crest from average foundation level - Height of crest from EL 180.00 M]/ (Height of crest from EL 180.00 M)

(B) For Non Overflow Portion

Total amount quoted by the bidder for Non Overflow portion X [(Revised Height of top of NOF from average foundation level - Height of top of Barrage from EL 190.00 M]/ Height of top of Barrage from EL 190.00 M)

- 10.1 The contractor shall be deemed to have visited and carefully examined the Site and surrounding, to have satisfied himself to the nature and conditions of the railways, roads, bridges and culverts, means of transport and communications, whether by land, water or air, and 'as to possible interruption theirs, examined and satisfied himself as to the site for obtaining sand, stone to and their-access and progress for the Site, to have made inquiries for other construction materials, the sites for disposal of surplus materials, the available accommodation as and whenever required. Depots and such other building as may be necessary for executing and completing the Works, to have made local and independent inquiries as to the sub-soil water and variation thereof river flow conditions, to have made expert and independent inquiries as to the geology of the area and variation thereof Storms, prevailing winds, climatic conditions and all other similar facts/parameters affecting the works including law & order.
- 10.2 Any neglect or omission or failure on the part of the contractor in obtaining necessary and reliable information upon the foregoing or any other matter affecting the Contract shall not relieve him from any risks or liabilities or the entire responsibility for the completion of the Works in accordance with the Contract.
- 10.3 No verbal agreement or inference from conversation with any officer or employee of the Owner either before or after the Contract shall in any way affect or modify any of terms or obligations herein contained. The Contractor' shall also be deemed to have inspected and examined the Site and to have satisfied himself, before submitting his tender, as to the form and nature thereof including the sub-surface conditions and other local conditions, the hydrological, geological and climate conditions, the extent and nature of work and materials necessary for the completion of the Works, the means of access to the Site and the accommodation he may require and, in general, shall be deemed to have obtained all necessary information, as to risks contingencies and all other circumstances which may influence or affect his tender.

## 11. PROGRESSIVE PAYMENT FOR THE MAIN CIVIL WORKS

Progressive payments for all items of will be as per price/payment schedule. Contractor has to submit successively as built drawing with measurements marked of the work executed. Only as built drawing will be basis of payment as per payment

schedule attached to the bid document however this shall be supported by form PWA 23, 27A & 27B of PWF&AR, for the actual quantities executed as per drawings approved by the Owner, limited to the Contract Price for the Main Civil Works.

**12. OCEAN TRANSPORTATION**

The Contractor shall arrange the shipment of all the Equipment & materials by vessels belonging to the Member Line of Indian -Pakistan- Bangladesh (IPB) Conference. In the event of any problem in getting the space in the said conference line vessel, the Contractor shall take up the matter with India Pakistan-Bangladesh conference, Conformity House, East green stead, Sussex (UK) for providing shipping space and inform the shipping coordination officer, Ministry of Shipping and Transport New Delhi under intimation to Owner. In case, the IPB Conference Vessels, referred above, do not operate from the port nearest to the manufacturing works, the shipping agencies would be decided in association with the Owner.

**13. CONTRACTOR'S GENERAL RESPONSIBILITY**

In addition to the responsibility and obligations of the Contractor elsewhere provided in the Contract, the Contractor shall with due care and diligence and subject to the provisions of the Contract perform, execute and maintain the Works and provide all labour including supervision thereof, materials, construction equipment testing laboratory instrumentation, bindings of different clearances, and all other things whether of a temporary or a permanent nature, required in and for such execution, completion and maintenance of the Works as specifically provided in or to be reasonably inferred from Contract.

The Contractor shall take full responsibility for the adequacy, stability and safety of all its operation, including site operations and methods of construction providing/arranging adequate security for all its and its sub-contractor's personnel and their families, property either owned by it or held by it in trust, work –in progress and installation facilities etc. in the Project Area.

If the Contractor or his sub- contractor or their employees break, deface or destroy any property belonging to the Owner or others during the execution of the Contract, the same shall be made good by the Contractor at his own expense and in default thereof, the Engineer-in-charge may cause the same to be made good by other agencies and recover expenses form the Contractor for which the certificate of expenses form the Engineer-in-charge shall be final.

The Contractor shall be responsible for further up gradation and maintenance of all internal roads in the Project to be made available pursuant to Article 38.2 thereof and construct additional roads as necessary including their maintenance, without additional cost to the Owner.

The Contractor shall be responsible for all arrangement for water including pumping of all water requirements for all his work, sites and colonies/camps.

The Contractor shall be responsible for construction and maintenance of additional access roads wherever necessary for the purpose of transporting all, the materials from the quarry sites and the Contractor shall also' be responsible for operation 'of the quarry sites and supply of the sand, aggregate for the Works.

The Contractor shall be responsible for obtaining all licenses, permits consents, right of way, approvals etc. in India for carrying out his obligations and/or the obligations of his sub-contractors under this Contract.

The Site shall be handed over to the Contractor on "as is where is" basis. The Contractor shall be responsible for creating up-keeping and maintaining of all the infrastructures.

**14. Mobilization Advance:**

**Advance On demand of Bidder**

Advance to the extent of 10% of the contract amount against Bank Guarantee from Nationalized Bank for amount equal to 1.2 times of the advance, will be provided to the Bidder as per achieving following specific milestones:

Advance (% of contract value)	Milestone	Remark
2.50%	After submission of request by the Bidder after signing agreement for the work.	On submission of BG equivalent to 1.2 times of the advance sought from any Nationalized Bank valid up to 3 months after the scheduled completion period. The BG will be released as soon as advance installment with interest is fully recovered from R A Bills.
2.50%	On request by the Bidder after establishment of site office, making arrangements of electric supply & drinking water system, Quality control lab, Deployment of at least 2 excavators, 6 dumpers.	
2.50%	On request by the Bidder after establishment of Batching Plant with atleast two transit mixtures and cooling plant.	
2.50%	On request by the Bidder after establishment of Concrete pumps/ tower crane/commencement of concreting work of overflow/non overflow.	

**Note:** The Bidder shall demonstrate that the advance payment had been used for the purpose specified above by supplying copies of invoices or other documents to the Engineer in Charge.

If scheduled completion period is extended by any reason, the Bidder has to extend the B.G. up to extended period plus 3 months.

An interest rate @ 9% annual shall be charged on the advance amount from the Bidder.

**Recovery of advances:** Advance plus interest shall be recovered in installments at least @ 20% of gross bill value starting from 1<sup>st</sup> R.A. Bill of work.

It is to be noted by Bidder that there shall be no relation between issue of advance and completion period.

**15. CONTRACTOR'S REPRESENTATIVES**

The Contractor shall employ several competent representatives, whose name or names have previously been communicated in writing to the Owner by the Contractor, to superintend the carrying out of the Works at the Site. The said representative shall be present at the site all the time and any orders or instruction which the Owner may give to the said representative of the Contractor shall be deemed to have been given to the Contractor.

The Contractor shall appoint competent representatives with adequate power/authority to represent the Contractor and. to participate on its behalf in all periodical and other meetings at the Site and other places which may be reasonably requested by the Owner. The Contractor shall be bound by all the statements made/action taken by its representatives.

**16. PATENT RIGHTS/ROYALTIES AND FOSSILS**

- 16.1 The Contractor shall save harmless and indemnify the Owner at all times from and against all claims and proceedings for or on account of use of or infringement of any patent rights, design trademark or name or other protected rights in respect of the whole or any part of the Work or any constructional equipment, machine work, or materials used for or in connection with the Works or any part thereof and from and against all claims, proceedings, Damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto but such indemnity shall not cover any use of the Works otherwise than for the purpose indicated by or reasonably to be inferred from the Contract.
- 16.2 In the event of any claim being made or action brought against the Owner arising out of the matters referred to in this Article the Contractor shall be promptly notified thereof and the Contractor shall within reasonable time thereafter, take over conduct and conclude all negotiation for the settlement of the same and in the event of any litigation that may arise therefore take over and conduct the same failing which the Owner shall at Contractor's expense conduct the negotiations for the settlement of the same and any litigation that may arise there from. The Owner shall not unless and until the Contractor shall have been notified and shall have failed to take over the conduct of the negotiations or litigations, make any admission which might be prejudicial there to. In the event of the Contractor taking over the conduct of any negotiations or litigations as aforesaid, the owner shall have the right to be represented at such negotiations and litigations.
- 16.3 The Contractor shall at his own cost, without prejudice to the provisions of this Article , have the right either to carry out such alterations or modifications of the works or any part thereof which are necessary to avoid the infringement without affecting the efficient operation of the works or to produce a right to permit the use of the infringing part of the works.
- 16.4 The Contractor shall pay to the state / local agencies all royalties, and rent, if any, for getting stone, sand ,gravel, clay or other quarried materials required for the Works or any part thereof.
- 16.5 All fossils, coins, articles of value or antiquity and structure and other remains or things of geological or archeological interest discovered on the Site shall be the absolute property of the Owner. The Contractor shall take reasonable precautions to prevent his workmen or any other person from removing or Damaging any such article or thing and shall immediately upon discovery thereof and, before removal, acquaint the Engineer-in-charge of such discovery and carry out, at the expense of the owner, the engineer-in-charge's orders as to the disposal of the same. Alternatively, the owner may at his discretion undertake such disposal work.

17. **ACCESS ROUTES, SURROUNDING TOPOGRAPHY, ACCESS TO SITE**

- 17.1 All operation necessary for the execution of the works shall, consistent with the requirements of the contract, be carried on so as not to interfere unnecessarily or improperly with the convenience of the public, or the access to, use and occupation of public or private road and footpath or of properties whether in the possession of the owner or of any other person. The Contractor shall save harmless and indemnify the owner in respect of all claims, proceedings, Damage, costs, charges and expenses

whatsoever arising out of, or in relation to any such matters in so far as the Contractor is responsible therefore.

- 17.2 The Contractor shall use every reasonable means to prevent any of the highways or bridges communicating with or on the routes to the Site from being Damaged or injured by any traffic of the Contractor or any of his sub-Contractors and in particular, shall select routes, choose and use vehicle and restrict and distribute loads so that any such extraordinary traffic which will inevitably arise from the moving of plants material from and to the Site shall be limited, as far as reasonably possible, and so that no unnecessary Damage or injury may be occasioned to such highways and bridges.

18. **CONTRACTOR TO KEEP SITE CLEAR**

During the progress of the Works the Contractor shall keep the Site reasonably free from all unnecessary obstruction and shall store or subject to approval from the Engineer-in-charge and subject to the conditions, if any, imposed by the Government of India or any of its officers, dispose of any Construction Equipment and surplus materials and from time to time clear away and remove from the Site any wreckage, rubbish or Temporary Works no longer required. .

19. **TRANSFER OF TEMPORARY WORKS TO OWNER AND CLEARANCE OF SITE ON COMPLETION**

On the completion of the works, the contractor shall hand over on "as is where is basis" any/all permanent/infrastructure works.

20. **LABOUR AND COMPLIANCE WITH LABOUR INDUSTRIAL AND OTHER LAWS**

**20.1 Health and Sanitary Arrangements for Workers**

In respect of all labour directly or indirectly employed in the Works for the performance of the Contractor's obligations under the Contract the Contractor shall comply with all the rules and regulations of the local sanitary and other authorities or as framed by the Owner from time to time for the protection of health and sanitary arrangements for all works.

**20.2 Safety Regulations**

In respect of all labour directly or indirectly employed in the Works. The contractor shall at his own expense arrange for all the safety precautions as per safety codes of Central Public Works Department, Bureau of Indian Standards (ISI). The Mines Act and regulation, rules and orders made there under and such act as are applicable.

The contractor shall observe and abide by all fire and safety regulation applicable at work site. Before starting construction work, the contractor shall consult safety personnel of the owner or Engineer-in-charge. The contractor shall make good to the satisfaction of the Engineer-in-charge any loss or Damage due to fire to any portion of the work done or to any other existing property.

- 20.3 The contractor shall be responsible and liable for observance by his sub-contractors of all the foregoing provisions.
- 20.4 The contractor shall always give and cause its sub-contractors working at Site to give preference in the employment of unskilled, semi- skilled and skilled labour and workmen to persons from the local area/State. The contractor shall further give preference into its employment or cause its sub-contractors to take in their employment the unskilled, semi- skilled and skilled labour and workmen presently employed by the owner and available locally. All piece rated workmen/labour to be employed at Site by the contractor and or its sub-contractors shall preferably be from the local area/State of Rajasthan.

## **21. MATERIALS AND WORKMANSHIP**

- 21.1 The contract warrants that plant, equipment, materials etc. forming part of the Permanent works will be new, except normal wear & tear during execution of the Works, free from defects and in accordance with the contract. All such plants, equipment, materials etc. and workmanship shall be of the respective kinds, grades and specifications described in the contract and shall be subjected from time to all necessary tests at the place of manufacturing or fabrication on the site or such other place or place or at all or any of such place as are normal, necessary or required therefore. Such tests shall be as specified in the Special Conditions / technical specification. The Contractor shall provide/arrange, at its costs, such assistance; instrument; machines, labour and materials as are normally required for examining, measuring and testing any work and the quality, weight or quantity of any material used and shall supply samples or materials before incorporation in the Works for testing as may be selected and required by the Engineer-in-charge. Subject to the availability in requisite quality & quantity, the contractor shall procure all kind of steel & cement to be used in the works, within India.
- 21.2 If any plant, equipment, materials etc. forming part of the Permanent works is manufactured or fabricated outside state of Rajasthan and shall be subjected from time to all necessary tests at such place the contractor shall arrange such test and visits at his cost and such cost is deemed to be included in the bid price.
- 21.3 All samples as required by relevant indian standard codes and technical specifications including but not limited to core cutting of concrete shall be supplied by the Contractor at its own cost.
- 21.4 The cost of making all tests pursuant to Article 21.1 and 21.2 shall be borne by the Contractor.
- 21.5 a) No work shall be covered up or out of view without the approval of the Engineer-in-charge's Representative to and the contractor shall afford full opportunity for the Engineer-in-charge's Representative to examine foundations work before permanent work is placed thereon. The contractor shall give due notice to the Engineer-in-charge's Representative wherever any such work or foundation is or are ready for or about to be ready for examination and the Engineer-in-charge's Representative shall, without



unreasonable delay, unless he considers it unnecessary and measuring such work or examining such foundations.

b) the contractor shall uncover any part or parts of the Works or make openings in or through the same as the Engineer-in-charge may from time to time direct and shall reinstate and make good such part or part to the satisfaction of the Engineer-in-charge, if any such part or part have been covered up or put out of view after compliance with the requirement of sub-article (a) of this Article 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 the contractor, but in any other case all costs shall be borne by the contractor.

21.6 a) The Engineer-in-charge will during the progress of the Works Have power to order in writing from time to time.

i) The removal from the Site, within such time or times as may be specified in the order, of any materials which in the opinion of the Engineer-in-charge, are not in accordance with the contract;

ii) The substitution of proper and suitable materials: and

iii) The removal and proper re-execution, notwithstanding any previous test thereof or interim payment therefore. Of any work which in respect of materials or workmanship is not, in the opinion of the Engineer-in-charge, in accordance with the contract.

(b) in case of default -on, the part of the contractor in carrying out such order, the Owner shall be entitled to employ and pay other person to carry out the same and all expenses consequent thereon or incidental thereto shall be recoverable from the contractor by the Owner, or may be deducted by the Owner from any sums due or which may become due to the contractor or from the bank guarantee provided by the contractor under this contract, or otherwise.

## **22. WEIGHTS, MEASURES AND STANDARDS**

22.1 All weights and measures, computations, computer programmes, plans, schedules, notes and drawing utilize the international metric system.

22.2 the standards which shall be used for structural calculations and materials, for shop drawings and for the determination of subsequent quantities, if any, shall be as specified in the contract and if not specified, shall be the relevant best international engineering code/practice. Where such code/practice is not in the English language or is not readily -available the contractor shall at its cost furnish prior to the submission to the Owner for the relevant designs/drawings in English language.

## **23. ACCESS TO WORKS/SITE**

The owner/ Engineer-in-charge and any person authorized by him shall at all reasonable time have access to the Works and to all workshops and places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the Works, the contractor shall afford

every facility for and every assistance in or in obtaining the right to such access at his cost.

## **24. SUSPENSION OF WORK**

24.1 The contractor shall, on the written order of the Owner, suspend the progress of the works or any part thereof for such time or time and in such manner as the owner may consider necessary, and shall during such suspension properly protect and secure the Works so far as is necessary in the opinion of the Owner. The extra cost, including that occasioned by the subsequent resumptions of work, incurred by the contractor in giving effect to the Owner's instructions under this Article 24.1 shall be borne and paid by the owner unless such suspension is:

- a) Otherwise provided or in the Contract, or
- b) Necessary by reason of any default on the part of the Contractor, or
- c) Necessary by reason of abnormal climatic conditions or the consequences thereof on the Site, or.
- d) Necessary for the proper execution of the Works, or the safety of the works or any part there in so far as such necessity does not arise from any act or default by the Engineer-in-charge or the owner.

Provided that the Contractor shall not be entitled to recover any such extra cost unless he gives written notice of his intention to claim to the Owner within twenty eight days of the Owner's order. The Owner shall determine such extra payment which shall in his opinion be fair and reasonable. The Owner shall also consider extension of time to be granted for the completion of the Works on account of such period of suspension, which shall in the opinion of the Owner, be fair and reasonable. However, the Contractor shall not be entitled to any extension of time under this Article on account of any suspension where such suspension is covered by paragraphs (a) (b) (c) and (d) above.

Notwithstanding the above, where events falling under paragraphs (c) and (d) above arise based on which suspension is ordered by the Owner, extension of time pursuant to GCC here will be granted, provided such events constitute force Major as per Article 34 thereof.

24.2 If the progress of the Works or any part thereof is suspended pursuant to Article 24.1 above and if permission to resume Work is not given by the Owner within 90 days from the date of suspension, then, unless the suspension is due to events in paragraph (a) (b) (c) or(d) of Articles 24.1 above, the contractor may serve notice in writing on the Owner requiring permission within 28 days from receipt there to proceed with-the Works or that part thereof on regard to which progress is suspended.

24.3 In the event of suspension of work by the contractor pursuant to Article 24.2 above to treat a suspension by the Owner as an omission of part of the Works as an abandonment of the contract. The payment for all works delivered or performed by the contractor for which the payment has not been made earlier by the owner and the direct costs incurred in respect of the works not already completed shall be made.

24.4 Notwithstanding anything to the contrary contained in this Article 24, the contractor shall not be entitled to any extra payment and/or extension of time if any suspension of not more than continuous 5 days duration provided the aggregate period of such suspensions is not more than 30 days during the Time for Completion.

**25. EFFECTIVE DATE-ORDER TO COMMENCE**

As per sub clause 8.3.1 of General Condition of Contract.

**26 TIME FOR COMPLETION-**

26.1 TIME FOR COMPLETION of work (completion of the Woks) shall be **4 years** (48 months) ( as stated in NIT) months including rainy season reckoned from the date of Order to commence referred to in clause 2 thereof unless extended pursuant to the Contract.

26.2 For the purpose of Article thereof "works" shall have the same meaning as defined in relevant Article of S.C.C. and shall include all the permanent and temporary works to be executed, all item and things to be supplied done and all services and activities to be performed such as the survey, investigations, planning, design and engineering service, civil works, Infrastructure works including testing and commissioning and all auxiliary and associated works and services all required for the completion in all respect of performance of contract.

**27. DEFECTS LIABILITY PERIOD**

27.1 In these General Condition the expression 'Defects Liability Period' shall mean the period of, 60 (Sixty) months following the Date of Completion of works envisaged into agreement as per Article 26 hereof.

27.2 The contractor shall-be responsible for fulfilling of all the warranties and making good as soon as practicable at his expense any defect in or Damage to any section or part of the Works which may appear or occur during the Defects Liability Period and which arises either from defect of deficiency in design or materials or workmanship or from any act or omission, of the Contractor. Repair, modification or replacement of work or part thereof as required to make good' such defect or deficiency or Damage shall constitute the complete fulfillment of the Contractor's obligations under the warranty provided under this Article 27.2 and upon such repair, modification, or replacement pursuant hereto or upon the expiration of the Defects Liability Period whichever is later, all such obligations shall terminate.

27.3 If any such defect shall appear or Damage occur, the Owner shall forthwith inform the contractor thereof stating in writing the nature of the defect or Damage, the contractor shall have no liability under this Article in respect of any claim unless notice thereof has been given by the Owner to the Contractor within 30 days after the event giving rise to the claim has come to the notice of the Owner.

- 27.4 Until the expiry of the Defects Liability Period, the Contractor shall have the right of access subject to the Owner's permission during normal Working hours, at its own risk and expense, by its duly authorized representatives, whose names shall have previously been communicated in writing to the Owner, to the works for the purpose of inspecting, working and performance thereof, Subject to the Owner's approval, which shall not be unreasonably withheld, the contractor may at his own risk and expense make any tests which it considers desirable.
- 27.5 If effective step for repair, modification or replacement of defects, deficiencies or Damages pursuant hereto are not taken within seven days of the date-of notification thereof by the Owner to the contractor or if such repair, modification or replacement is not completed with reasonable promptitude by the contractor at its own expense, as required by the Owner in accordance with this Article, the Owner shall be entitled to cause the same to be made good by other agencies or otherwise and deduct expenses ( of which the certificate of Owner shall be final) from any sum that may by then or at any time thereafter become due to the contractor under the contract or from the amount released by en cashing the bank guarantees provided by the Contractor under the Contract or recover otherwise from the contractor including from money due to the Contractor on any other accounts whatsoever.
- 27.6 If during the Defects Liability Period any portion of the Works is found defective or deficient in any manner and is repaired/rectified replaced pursuant to the defects liability' provisions of the Contract, the defects liability Period for such portion of the Works, shall, notwithstanding anything to the contrary contained herein, be operative for a further period of 12 month from the date of such repair/rectification but shall not in any cash be operative for more than 60 months from the Date of completion stated in the corresponding Certificate of Completion.

## **28. FINAL ACCEPTANCE CERTIFICATES**

- 28.1 A Final Acceptance Certificate shall be issued to the Contractor at its request by the Owner within thirty days after: the expiry of the Defects Liability Period applicable to the Works or part thereof, or the date of rectification of outstanding deficiencies/Damages/defects as per Article 27 above whichever is later. However, the Engineer-in-charge shall have the discretion to issue Final Acceptance Certificate after the expiry of the Defects Liability Period, in respect of any part of the Works in respect of which only minor deficiencies remain which do not affect the safety and performance of Concrete Gravity Barrage including civil, Infrastructure work after obtaining a bank guarantee against these deficiencies for an adequate amount, The decision of the Engineer-in-charge whether the outstanding deficiencies/Damages/defects are minor in nature or about the adequacy of the amount of the bank guarantee shall be final and binding. Further, the said bank guarantee shall be obtained from the bank/branch of the bank as specified in RPWA - 88A Rule 338 & 595 (III) C as per annexure 8 thereof and it shall be in a form as may be prescribed by the Engineer-in-charge.

- 28.2 Subject to Article 28.1 above the Final Acceptance Certificate shall, save in the case of fraud or dishonesty be evidence as to the sufficiency of the works and of the performance by the Contractor of its obligations relating to removal of defects/deficiencies/Damages pursuant to Article 27 above. In the case of fraud or dishonesty it shall be deemed that the Final Acceptance Certificate has not been issued.
- 28.3 The request for issue of a Final Acceptance Certificate by the Contractor pursuant to this Article shall be accompanied by a list of documents already handed over in accordance with the conditions of the contract and such other documents/ information that may be mutually agreed between the Owner and the Contractor.

## **29. EXTENT OF GENERAL LIABILITY**

- 29.1 Except as otherwise specifically provided in the Contract neither party shall be liable to the other party for any indirect or consequential loss/Damage, including Damages for loss of profit or use of the Works, provided however, that the aforesaid shall not be construed so as to relieve either party from its obligation under the Contract and the Contractor from his liability for liquidated Damages in accordance with the provisions of the Contract.
- 29.2 In all cases the party establishing a breach of Contract shall be under a duty to take all necessary measures to mitigate the loss which has occurred provided that he can do so without unreasonable inconvenience or cost.
- 29.3 Except as otherwise specifically provided for in the Contract, the Contractor shall have no liability in respect of any loss of or Damage to persons or property caused by any section or part of the Works, -which shall occur after the Date of Completion as stated in the corresponding Certificate of Completion as provided in Article 24 thereof except such loss or Damage which may arise with respect to work being done during, the Defects Liability Period.
- 29.4 In the event of any claim being made against the Owner or any liability arising on the part of the Owner in respect of which the Contractor may be liable under the contract, the Contractor shall be promptly notified thereof, and he may at his own expense conduct all negotiation for the settlement of the same and any litigation that may arise there from. The holding by the Contractor of such negotiations or litigation shall be conditional upon the Contractor having first given to the Owner such reasonable security as shall from time to time be required by the Owner to cover the amount ascertained or agreed or estimated as the case may be, Of any compensation, Damages, expenses and costs for which the Owner may become so liable:

## **30. DEDUCTION FROM CONTRACT PRICE**

Costs, charge, Damages or expenses of any nature for which the Contractor is liable to the Owner under the Contract shall be deducted by the Owner from payments of the Contract

price or any amount due on any other account to the Contractor from the Owner and/or shall be recoverable by invoking/enforcing one or more of the bank guarantees furnished by the Contractor. Such deduction shall constitute a valid discharge of the obligation of the Contractor to make the payment to the Owner.

### **31. TAXES/DUTIES/LEVIES ETC**

- 31.1 The Contractor shall be responsible for payment of all Taxes/Duties/Levies etc. The contractor's prices are deemed to be inclusive of all such all taxes/duties/levies etc.
- 31.2 Notwithstanding anything to the contrary contained herein, any duty, levy or outgoing by the contractor relating to or connected with the activities of the Contractor for execution of the work/performance of its obligations hereunder shall be to the account of and be borne by the Contractor.
- 31.3 In addition to the liabilities to borne by the Contractor pursuant to Articles 31.1 and 31.2, all taxes, duties, fees or levies of any kind whatsoever including income taxes and surcharge thereon on the income of expatriate personnel of the Contractor, customs duty excise duties, sales taxes of any kind including sales tax on works Contracts, GST and octroi of any kind, whether payable in India or anywhere outside. of India, either by the Contractor or its expatriate personnel as a consequence of or incidental to the Contractor's performance of the contract and/or on or in respect of all imported/locally procured supplies and equipment forming part of the works are included in the Contract Price and shall be borne by and be the liability of the Contractor and shall be paid directly by the Contractor to the relevant authorities.
- 31.4 If direct payment of taxes, duties etc., which are the liability of and are to be borne by the Contractor as above, is not permitted by Indian law or regulations and/or if any deduction or Withholding in respect of such taxes, duties etc. Shall be required to be made, the Owner shall pay the sums due to the Contractor after making such deduction or withholding as may be required by the relevant law/regulations and the Contractor shall receive only the net sum available after such deduction/withholding. The sums so deducted/withheld shall be deposited by the Owner the relevant authorities on behalf of the Contractor, as per applicable Jaw/regulation. Immediately thereafter, the Owner shall inform the Contractor of the detailed calculations of such deductions and shall provide the contractor with the corresponding receipts from the tax authorities.
- 31.5 The Contractor and all its expatriate personnel shall be responsible for the timely and prompt filling of all returns, documents, estimates, accounts, information and details complete and accurate in all respect as may be required under the application laws /regulations in India by the appropriate authorities in India. In case the Contractor or any of its expatriate personnel do not comply with the above requirements, which result in any penalty, interest or other liability, the same shall be borne by the Contractor.

- 31.6 Each party hereby agrees to indemnify and keep indemnified and saved harmless at all times the other party against any loss, cost, expense or Damage suffered or incurred by it by reason of the party which has failed to pay taxes, duties/levies etc, which it is obliged to pay pursuant the provision of this Article 31 and/or arising out of its failure to comply with its obligations under such provisions
- 36.7 The Contractor may be entitled to avail deemed export benefits as per the EXIM Policy of Govt. of India which needs to be ascertained by bidder. In that event, the Contractor shall be deemed to have taken into account the benefits of Deemed Export in his bid. The owners shall only be responsible to issue requisite certificates. However, if the benefits of deemed Export are not granted by the Govt. of India to the Contractor, the Owner will not be liable to pay anything extra on this account.

## **32. TRANSFER OF PROPERTY**

- 32.1 Both indigenous and imported materials, appliances, equipment/plant and spares thereof or things of whatsoever nature intended to form or forming part of the permanent Work and any/all temporary works as per Article-19 shall become the property of the Owner on the issue of the Certificate of Completion by the Owner unless the ownership has prior to such event been transferred to the Owner.
- 32.2 On arrival of the shipments in Indian port the Contractor shall be fully responsible for arranging all port clearances including stevedoring, handling, un-loading, loading, storage and inland transportation and receipt of material and equipment and plant at storage yard(s)/site(s) and all the associated activities. The Owner, without obligation, shall use its best efforts to assist the Contractor in obtaining port clearances but on this account no time extension shall be granted and no extra cost will be paid, it is only a assistance if possible:
- 32.3 The Contractor shall not create any encumbrance or charge or line or mortgage or hypothecate any of the equipment and materials procured and supplied either imported or indigenously procured in favor of any persons or financial institutions or banks whatsoever.
- 32.4 In case of any loss or Damage to the equipment and materials thus procured and supplied before' these are incorporated in the works and finally taken over by the Owner, the Contractor shall immediately arrange to replace/repair the lost or Damaged materials and equipment and 'supplies entirely at its own cost and irrespective of any claim for such loss or Damage with insurer.
- 32.5 Notwithstanding the transfer of property in all or any of the materials and equipment procured and supplied by the import or indigenously by the Contractor to the Owner, the Contractor shall continue to remain responsible in all respects for conformity of the materials and equipment supplied to the contractual specifications and for the purpose of the works the Contractor shall

not be absolved of his responsibility to properly execute, perform and complete the Works in its entirety.

- 32.6 Ownership of all imported documentation (drawings, specifications, etc.) shall be transferred to the Owner upon occurrence of any of the following events:-
- a) the date of delivery to the Owners representative in Kota.
  - b) the date of the FOB bill of landing or air bill, or
  - c) the date of receipt by any post office or recognized courier service in Kota.

### **33. DEFAULT OF CONTRACTOR**

33.1 If the Contractor shall become bankrupt, or have a receiving order made against him or shall present his petition in bankruptcy, or shall make an arrangement with or assignment in favor of his creditors, or shall agree to carry out the Contract under a committee of inspection of his creditors, or being a corporation, shall go into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) or a petition for winding up its field by or against the Contractor or if the Contractor shall assign the Contract without the consent in writing of the Owner first obtained, or shall have an execution levied on his goods, if the Engineer-in-charge shall certify in writing to the Owner that in his opinion the Contractor.

- a) has abandoned the Contract, or
- (b) has failed to commence the works or has suspended the progress of the Works for fourteen days after receiving from the Engineer-in-charge written notice to proceed, or
- (c) has failed to remove materials from the site or to pull down and replace work for 14 days after receiving from the Engineer-in-charge written notice that the said materials or work had been condemned and rejected by the Engineer-in-charge under these conditions, or
- d) despite previous warning by the Engineer-in-charge in writing is not executing the Works in accordance with Contract or is persistently or flagrantly to carry out his obligations under the Contract, or.
- e) has, to the detriment of good workmanship, or in breach of this contract including of the Engineer-in-charge/ Owner's instructions to the contrary, sublet any part of the Contract,

Then the Owner may, after giving 8 days notice in writing to the Contractor, enter upon the site and expel the Contractor there from without hereby voiding the Contract or affecting the rights and powers conferred on the Owner or the Engineer-in-charge by the Contract, and may himself complete the Works or may employ any other Contractor to complete the Works at the risk and cost of the Contractor. The Owner or such other Contractor may use for such completion so much of the construction plant, Temporary Works and materials, which have been deemed to be reserved exclusively for the execution of the works, under the provisions of the Contract, as he may think proper, and the Owner may, at any time sell any of the said construction plant, Temporary Works and unused materials and apply the proceeds of sale in towards the satisfaction of any sums due or which may become due to him from the Contractor under the Contract.



33.2 If the Owner shall enter and expel the Contractor under this Article 33, he shall not be liable to pay to Contractor any money on account of the Contract until the expiration of the defects liability period thereafter until the cost of execution and maintenance, Damages for delay in completion, if any, and all other expense incurred by the Owner have been ascertained and the amount thereof has been received by the Owner. The Contractor shall then be entitled to receive only such sum or sum If any, as the Engineer-in-Charge may certify would have been payable to him upon due completion by him after deducting the said amount. If such amount shall exceed the sum which would have been payable to the Contractor on due completion by him, then the Contractor shall, upon demand, pay to the Owner the amount of such excess and it shall be deemed a debt due by the Contractor to the Owner and shall be recoverable accordingly by the Owner from the amounts realized by encashing the Contract performance guarantee or other guarantee or otherwise recovered from the Contractor including money due to the contractor on any other accounts whatsoever or by legal action as per law.

#### **34. FORCE MAJEURE**

- 34.1 In the event either party being rendered unable by force-majeure to perform any Obligation required to be performed by them under the Contract, the relative Obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which the effect of the force majeure event lasts. Subjected to the Article 7-thereof, the cost and loss sustained by either party shall be borne by the respective parties.
- 34.2 The term 'Force-majeure' as employed herein shall mean earthquake above seven magnitude in Richter scale at the project area, hurricane, fire (not caused by the negligence of the Contractor/its sub- contractors/their personnel), war (declared or undeclared), invasion, rebellion, revolt, riot (other than among the contractor's/its sub-contractor's employees), civil commotion, civil war, nuclear fission, river flow in Navnera Barrage exceeds vetted design discharge at the site of Barrage of the project, port or railway strike in India, provided these affect the overall' completion of the project· i.e.TIME FOR COMPLETION.
- 34.3 Upon the occurrence of any such cause, and upon its termination the party alleging that it has been rendered unable, as aforesaid, shall notify the other party in writing immediately but not later than 72 (seventy two) hours of the alleged beginning and ending thereof. Within 15 days after ending of such occurrence a communication shall be given to the other party-giving full particulars and satisfactory evidence in support thereof.
- 34.4 Time performance of the relative obligation suspended by the force majeure shall stand extended pursuant to relevant Article thereof to the extent the effect of such occurrence affects the overall completion schedule of the project i.e. TIME FOR COMPLETION.

#### **35. WATCHING & LIGHTING, SITE DRAINAGE, PROTECTION OF TREE AND PREVENTION OF NUISANCE**

- 35.1 The Contractor shall in connection with the Works provide and maintain at his own cost all lights, guards, fencing and watching when and where necessary or required by the Engineer-in-charge or the Engineer-in-charge Representative,

or by any duly constituted authority for the protection of the works, or for the safety and convenience of the public or others,

- 35.2 Unless otherwise provided in the contract, water which may accumulate on the site during the progress of work or in trenches and excavations from any cause or source whatsoever shall be removed from the site by the Contractor to the satisfaction of the Engineer-in-charge, and at the contractor's expense.
- 35.3 The Contractor shall endeavor to protect from Damage, trees marked by the Engineer-in-charge/forest authorities at the site. Where necessary the Contractor shall provide at his expense temporary fencing to protect such trees.
- 35.4 The Contractor shall at no time, cause or permit any nuisance on the Site or cause anything which will cause unnecessary disturbance or inconvenience to the public in general and owners/tenants/occupants of adjacent properties.

### **36. OPPORTUNITIES FOR OTHER CONTRACTORS**

The Contractor shall, in accordance with the requirements of the Engineer-in-charge, afford all reasonable opportunities including use of all internal roads/ways for carrying out its work to any other contractors employed by the Owner and their workmen and to the workmen of the Owner and of any other duly constituted authorities who may be employed in the execution on or near the site of any work not included in the Contractor of any contract which the owner may enter into in connection with or ancillary to the works. If, however, the Contractor shall, on the written request of the Engineer-in-charge or the Engineer-in-charge's representatives, make available to such any other contractor, or to the Owner or any such authority, the use of the contractor's scaffolding or other plant on the site, or provide any other service of whatsoever nature for any of them the owner shall pay to the contractor in respect of such use or service such sum or sums as shall be mutually agreed.

### **37. GENERAL**

- 37.1 Save an expect as expressly provided elsewhere in this Contract all, costs, expenses, charges and liabilities for the completion of the work in accordance with the Contract and/or for the due and faithful performance and/or the fulfillment of all of the Contractor's obligations under the Contract including furnishing of bank guarantees to the Owner pursuant to the Contract shall be to the account of and be borne by the Contractor and shall be deemed to be included in the Contract price and the Owner shall not be liable in any manner whatsoever thereof.
- 37.2 The Contractor shall supply to the Owner, spares for the electrical& mechanical items supplied by the Contractor pursuant to this Contract as listed in the specifications. The cost of such spares are included in the Contract price. The Contractor shall furnish an undertaking to the Owner at the time of signing of the Contract to give a 12 month guarantee period subsequent to use in respect of any of the spare parts mentioned in this Article 47.2 that are taken into use within the said period of 5 years .

- 37.3 The Contractor shall provide and install all necessary constructional plant, equipment and machinery required for the execution of the Works at his cost and shall use such methods and appliance for the purpose of the operations connected with the Works which shall ensure the completion of Works within the specified time.
- 37.4 The Contractor shall submit the following information in triplicate to the Engineer-in-charge for approval within the time stipulated against each item:
- (a) The general layout plan of constructional plant and equipment for the execution of the Works within 30 days after the Effective Date.
  - (b) Detailed drawing showing the location of major plant and other facilities which he proposes to put up at the Site including any Changes in the general, at least 30 (thirty) days prior to the commencement of the respective work which shall be approved or commented by the Engineer-in-charge within 15 days after receipt thereof.
  - (c) Provided always that any such approval mentioned in Article 37.4 (a) &(b) above shall not absolve the contractor of his obligation including for the due execution and timely completion of the contract.
- 37.5 Wherever any claim whatsoever for the payment of a sum of money to the Owner arises out of or under this Contract against the Contractor, the same may be deducted by the Owner from any sum then due or which at any time thereafter may become due to the Contractor under this Contract and failing, that under any other contract between the Owner and the Contractor or from any other sum whatsoever due to the Contractor from the Owner or from his Performance Security, or from his Bank Guarantee or he shall pay the claim on demand .
- 37.6 The Owner further reserves the right to enforce recovery of any overpayment when detected, notwithstanding the fact that the amount of the final bill may be includes by one of the parties as an item of dispute before committee appointed under clause 22 of this contractor and notwithstanding the fact that the amount of the final bill figures in the committee's award.
- 37.7 Maintenance of road and provision of construction of additional road as considered necessary including their maintenance would be to the account the Contractor.
- 37.8 All the drawing and designs to be prepared by the Contractor shall be subject to approval by the Owner within 15 days of submission in required sets after approval/weighting by the CWC or after compliance of the final comments of CWC as the case may be. Any approval or any given with changes, by 'the Owner, Engineer-in-charge or their representative shall not relieve the Contractor of any of its obligation, responsibility for the safety, correctness and performance of the Works and its obligation hereunder including drawing and design.
- 37.9 This contract annuls all communication which was exchanged prior to its signatures, whether written or oral, between the parties hereto with respect to the subject matter thereof.

- 37.10 Format of bid proposal sheet are annexed in the Financial Bid for the works likely to be executed. The bidder will assess all the works mentioned in & other works which bidder feel necessary and will submit their price bid duly sealed as Financial Bid and clearly writing as "PRICE BID" NOT TO BE OPENED BEFORE SCHEDULED DATE.
- 37.11 Site will have to be cleaned and made good for restarting for construction after every monsoon or any rainfall or even otherwise and the cost of the same is deemed included into the bid price. No extra payment of this account will be made whatsoever..
- 37.12 The Owner Department i.e. Water Resources Department having its quality control unit separately, all the compliance of QC unit official inspection shall be ensured by the bidder limited to the scope of work.
- 37.13 Compliance / action taken on all the observations / suggestions / directions of the officials shall be complied and report thereof / action taken shall be submitted within 7 days and a monthly return of the same shall be submitted on the day 5th of every month to Engineer-in-charge.
- 37.14 Core cutting test has to be done to check the quality of concrete as per instruction of Engineer in charge. For this all necessary arrangement and procurement of machinery has to be done by bidder.
- 37.15 Permeability test will have to be done after/ during grouting operations as laid down in relevant quality standards or as directed by Engineer in charge.
- 37.16 All samples shall be supplied by the Contractor at his own cost.
- 37.17 All the test charges for the material and instruments will be borne by the Contractor.
- 37.18 The OK cards system for quality assurance as mentioned in Quality Control Manual of Water Resources Department, Rajasthan or as approved by owner shall be applicable.

### **38. OBLIGATION OF OWNER**

- 38.1 Within 30 day of the date of signing of the Contract the Contractor shall submit for the owner's approval the Contractor phased requirement of land for the various permanent Works and Temporary Works to meet the Contractor's working programme and the Owner shall assist in taking of such land on Ownership/lease by the contractor at no cost to the owner except for permanent works. But no time extension shall be granted on this account. All the land required for permanent works, submergence in Reservoir area will be acquired by the Owner. The Owner will be responsible for payment of compensation for the land required for permanent works, submergence and rehabilitation in respect of private land houses within the submergence area.

All costs relating to compensatory and/or catchments area treatment plan as required by State Forest Department or Ministry of Environment and Forest, Govt. of India will be borne by the Owner.

- 38.2 The internal roads in the Project Area, shall be made available to the contractor on “as is where is” basis. On the contractor’s written request, owner shall provide a recommendation, in the form required by the relevant Indian authorities to obtain:
- (a) Indian import licenses for the construction and other equipment, materials, appliances, instruments, tools and plants, including all related spares and wearing part required for the execution of the Works.
  - (b) Working permits and visa for expatriates, visa for accompanying family members, permits for transport, storage and use of explosives, permit for transport of heavy equipment and any other permits required as per law during the course of the Contract.
  - (c) Telephone, telex and E-mail or other means of communications required during the course of the Contract.

### **39. DUTIES AND POWERS OF PROJECT OFFICER**

The duties and, function of the Project Officer shall be as specified in the Contract and to watch and supervise the Works and to tests and examine all works and any materials, plant and equipment used or workman employed in connection with Works and more generally to exercise all the powers as are delegated, authorized by the owner under or in connection with the Contract other than above also.

### **40. DUTIES AND POWERS OF ENGINEER-IN-CHARGE**

The duties and, function of the Engineer-in-charge shall be as specified in the Contract and to watch and supervise the Works and to tests and examine any materials, plant and equipment used or workman employed in connection with Works and more generally to exercise all of the owner’s functions, discretion and/or authorities under or in connection with the Contract.

### **41 EFFECT OF CHANGES IN LAW :**

The Contract price specified in Bid Proposal Sheets, of Bid document is based on the taxes, duties, levies and all other charges prevailing on the last day of preceding month of the last date of bid submission (hereinafter called "Tax" in this SCC Article 41), If any rates of Tax are increased or decreased, a new Tax is introduced in India only, an existing Tax is abolished, or any change in interpretation or application of any Tax resulting from a change or Introduction in India only due to any National or State Statue, Ordinance, Decree or other law or any 'regulation or bye-law of any local or other duly constituted authority in India only, occurring in the preceding month of the last date of submission of bid document, in the course of the performance of contract, which was or will be assessed on the Contractor. in connection with the performance of the contact, an equitable adjustment of the Contract price shall be made to fully take into account any such change by addition to the Contract Price or deduction there from, as the case may be.

However, these adjustments would be restricted to direct transactions between the Owner and Contractor and not on procurement of raw materials, manpower, construction plants and equipment, intermediary components etc. by the contractor.

Further, no adjustment of the Contract price shall be made on account of variation in deemed export benefits, if any, any increase or decrease which is included in price variation formula incorporated in the contract shall not be accounted for this purpose.

**42. *Incentive or early completion***

As per Finance Department (G&T) Circular (G&T Division) issued vide F2(4)FD/PWF&AR/99 Part II Jaipur, dated 16.01.2018, in the event that the project completion date occur prior to the scheduled completion date (after taking into account any time extension approved by the competent authority for delays not attributable to contractor), the contractor shall be entitled to receive a payment of incentive equivalent to 0.03% (zero point zero three percent) of the contract price for each day by which the project completion date precedes the scheduled completion date, but subjected to a maximum of 3% (three percent) of the contract price. Provided, however, that the payment of the incentive, if any, shall be made only after the issue of the completion certificate.

Note: Contract price for calculation of above incentive means original cost of work, plus cost of additional and extra items, if any, but excluding price variations/escalations granted, if any.

**43. PROGRESS REPORTS**

Contractor will provide:

1. During Design & Build period contractor will submit fortnightly progress report prepared on project management software mentioning target activities and achievement.
2. For monitoring of project a monthly review meeting shall be conducted in office of Engineer in charge or project officer or owner office as per direction. Team leader of Contract shall attend all the meetings, with all relevant document for review of progress.

During operation and maintenance period, all the reports generated at SCADA shall be submitted on frequency decided by Engineer in charge. Contractor will maintain record of all delivered service and performance of each project components and appliance like Gauges, inflow rate, discharge and other activities shall be reported on daily basis in routine and immediately in emergency. Contractor shall develop formats for reporting and maintenance during O&M period.

**44. Contract Management**

Contractor will use the suitable computer operated software MS Project / Primavera or software suggested by bidder & approved by owner, to manage the contract, execution / progress.

**45. Software's**

As far as possible, Contractor will use open source softwares or if commercial softwares are used they should be well accepted and compatible with prevailing softwares. Contractor shall purchase software license in the name of procuring entity.

**46. Prohibition of Child Labour**

The Contractor shall comply with the provisions of Acts and rules pertaining to prohibition of employment of child labour including not employing any child to perform

any work that is economically exploitative, or is likely to be hazardous to, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

#### **47. Festivals and Religious Customs**

The Contractor shall respect the Country's recognized festivals, days of rest and religious or other customs.

#### **48 Compliance with Labour Laws**

The Contractor shall comply with all the relevant labour Laws applicable to the Contractor's Personnel, including Laws relating to their employment, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights. The Contractor shall require his employees to obey all applicable Laws, including those concerning safety at work.

The Contractor shall obtain a valid license under the State Labour Act, and the Contract Labour (Regulation and Abolition) Central Rules 1971, before the commencement of the Works, and continue to have a valid license until the completion of the Works. The Contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.

The Contractor shall also comply with the provisions of the Building and Other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the Building and Other Construction Workers Welfare Cess Act, 1996.

#### **49. Penalty for non- compliance with labour Laws**

- i. In respect of all labour directly or indirectly employed in the Works of performance of the Contractor's Part of this Contract, the contractor shall comply with or cause to be complied with the Public Works Department Contractor's Labour Regulations made by the Government from time to time in regard to payment of wages, wage period, deductions from wages, recovery of wages not paid and deductions unauthorisedly made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature as per the Provisions of Contract Labour (Regulation & Abolition) Act, 1970, and the Contract Labour (Regulation & Abolition) Central Rules, 1971, wherever applicable.
- ii. The Engineer-in-Charge concerned shall have the right to deduct from the moneys due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the Contract for the benefit of the workers, non-payment of wages or of deductions, made from his or their wages which are not justified by their terms of the Contract or non-observance of the Regulations.
- iii. Under the provision of Minimum Wages (Central) Rules 1950, the Contractor is bound to allow to the labour directly or indirectly employed in the Works one day rest for 6 Days continuous work and pay wages at same rate as for duty. In the event of default the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labour and pay the same to the persons entitled thereto from any money due to the Contractor by the Engineer-in-Charge concerned.
- iv. The Contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefit Act,

1961, or the modifications thereof or any other relevant Labour Laws and the rules made thereunder from time to time.

- v. The Contractor shall indemnify and keep indemnified the State Government/ Procuring Entity against payments to be made under and for the observance of the Laws aforesaid and the P.W.D. Contractor's Labour Regulations without prejudice to his right to claim indemnity from his Sub-Contractors.
- vi. The Laws aforesaid shall be deemed to be a part of this Contract and any breach thereof shall be deemed to be a breach of this Contract.
- vii Whatever is the minimum wage for the time being, or if the wage payable higher than the minimum wage, such wage shall be paid by the Contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise. The Contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.



# SPECIAL CONDITION OF CONTRACTS

## Sub-SECTION -1

### GENERAL

The Object is to Survey, Planning, Design & Construction of Navnera Barrage including Hydro-Mechanical Works, across River Kalisindh, near Village - Abra, Tehsil -Digod, District-Kota, Rajasthan, under Eastern Rajasthan Canal Project (ERCP) Phase –I (A) on Engineering, Procurement and Construction (E.P.C) single Responsibility turnkey basis

#### 1. CONTRACT

In terms of Special Conditions of Contract, article 1.6 (definitions) the following documents shall be attached/ annexed to the Agreement and thus form part of the Contract;

- General Conditions of Contract.
- Special Conditions of Contract.
- Scope of Work and Preliminary/Drawings submitted with the bid
- Bid proposal sheet.

In case of any discrepancy between the General Conditions of Contract, Special Conditions of Contract, Bid Proposals, Technical Specification and Preliminary Drawings, the order of precedence shall be as follows:

- Special Conditions of Contract.
- General Conditions of Contract.
- Scope of Work and Preliminary Drawings submitted with the bid
- Technical Specifications.
- Bid Proposal sheet.

**The conditions described in special condition are supplementary/ complementary to each other for infrastructures, design & planning and execution of works. It should be read in conjunction with each other.**

#### 2. *DESIGN CONSULTANT*

2.1 The owner's design consultant (ODC) for this-work will be Central Water Commission. All the designs and drawings related to the work shall be prepared by the contractor at his own cost and will be got vetted from ODC by the contractor for which contractor will depute his design experts to the premises of the ODC. All the expenses whatsoever will be borne by the contractor for vetting/ approval of the design and drawings from ODC.

2.2 The owner's Geological Consultant for this work will be Department of Geological Survey of India (GSI). All the expenses for the Geological investigations/studies regarding project/ consultation/expenses of GSI etc. will be borne by the contractor.

#### 3. **General Experience of Bidder Design Consultant (BDC)**

The bidder shall constitute and / or hire a design team / consultant. Bidder Design Consultant (BDC) must have experience in design of similar concrete gravity Barrage/barrage/ weir. BDC shall have designed at least one similar project or its relevant component in last seven years. Further, the construction of such a project shall have actually started on the ground. A certificate to this effect that construction of the project designed by the BDC for the relevant component wherever allowed on the basis of such a design has actually got started shall be enclosed in support of this claim.

a) The experience and records of staff members (education, length of experience and type of positions held) to be assigned to the work.

e) Suitability for the project (experience of performing the duties\ which will be assigned to BDC in the project.

f) All designs, drawing, design, memo and design briefs shall be duly signed by the authorized representative of BDC also.

#### 4. **Tenderer Actions requiring OWNER'S prior Approval**

The tenderer shall obtain the owner's prior approval in writing before taking any of the following actions:

- Appointing personnel to carry out any part of the services, including the terms and conditions of such appointments.
- Any proposed change in BDC
- Entering into a sub - contract for the performance of any part of the services, it be understood (i) that the selection of the BDC and the terms and conditions of the sub -contract shall have been approved in writing by owner prior to the execution of the sub-contract, and (ii) that the BDC shall remain fully liable for the performance of the services by him and its personnel pursuant to this contract.

#### **Approval of Personnel**

In respect of personnel/BDC which the tenderer proposes to use in the carrying out of the services, the tenderer shall submit a copy of their biographical data to owner for review and approval.

### 5 **Design Liaison with the Owner**

5.1 Design liaison with the Owner from the start of the additional investigations and until completion of the project.

5.2 (i) Design liaison with the owner by 'way of providing required information/clarifications and assistance to the owner for visits to the laboratory etc, in connection with testing of hydraulic models and assessment of their performance.

(ii) Assistance to the Owner at the Contractor's home office in connection with testing.

5.3 Preparation of Monthly Reports on the progress of the project work as a whole for information of the Owner, in respect of

- a. Planning, design and engineering.
- b. Civil construction including infrastructure works.

5.4 visits to similar completed and ongoing works

**Note: The above list is not exhaustive. The obligations of the Contractor shall extend to all other necessary jobs to be done including necessary additional investigations, not specifically/ listed above but are necessary for the proper completion and functioning of the works, and all such items shall be deemed to have been included in the scope of work.**

The scope of work under this contract shall mean the overall and detailed planning of the project, all necessary additional investigations, the basic and detailed design of the civil, preparation of Design Criteria & Technical Specifications and Review of Design of all Civil Works, co-ordination of the design of the civil works and the studies required for these purposes as specified in the scope of work or as are necessary.

During detailed Engineering, the Contractor may propose to modify or change preliminary design of the Civil Works of the Project as described in the 'Scope of work' in Technical Bid for techno-economic "reason and time effectiveness, provided always that the design of the Project shall be in accordance with the Nationally, Internationally accepted practice and for the performance of the Works as warranted under the Contract. Such changing should be brought out in detailed techno memo to establish the superiority of the proposal which is to be executed on specific approval of Owner. Such changes will not however, entitle the contractor to additional cost whatsoever, other than the contract price under Special Condition Article 8.

Additional technical data and information related to the Project and available with the Owner and required for the Services shall be furnished to the Contractor without charge and the Owner may without obligation give assistance for obtaining of any additional data and information as may reasonably be requested by the Contractor.

- 6.0** The number of copies of the Reports and other Documents to be submitted to the Owner by the contractor is specified as below:-

#### **SUPPLY OF DRAWINGS, REPORTS ETC.**

The Contractor's Scope shall to be furnish to the Owner's office at Kota the following copies of drawings, reports and other technical documents:

1. Drawings for information only shall be submitted in sets of Five or more paper copies.
2. Drawings for approval of ODC shall be submitted in Three sets of Auto CAD soft copy, six paper copies full size and one paper copies A-3 size. One paper copy of full size shall be returned to the Contractor after vetting, approval or comments from ODC.
3. Approved drawings for Construction of Civil Works shall be submitted in sets of Three Auto CAD soft copy and six full size paper copies. The Contractor will be furnished with one approved copy by the owner for reproduction at site. The soft copies of approved construction drawing shall also be provided in CDs/USB Drive/Soft copy.
4. As-built drawings shall be submitted in sets of one transparent copy, and six paper full size copies and three A3-size and Three soft copy in CDs/USB Drive/Soft copy.
5. Final version of review report, overall planning report and design briefs/design memos shall be submitted in six copies each with on soft copy. Draft version may however be submitted in duplicate. In addition, approved final version of these documents shall also be provided as soft copies in CDs/USB Drive/Soft copy.

6. Approved manuals in six copies for Owner's reference and records in addition to soft copies.
7. Monthly/Quarterly reports shall be submitted in five copies.
8. The Project completion Report shall be submitted in six copies with soft copy.
9. Design computations shall be submitted in triplicate in hard and soft copy.
10. All Software used shall also be loaded in Divisional, Sub divisional, and Employees' Computer/ Laptop for design verification and Owner's subsequent use at no additional cost.

## **7.0 Overall and Detailed Planning of the Project**

Review of the preliminary design as described in 'Scope of Work' as a basis for the preparatory work and the additional field and geotechnical investigations and preparation of an Overall Planning Report.

Preparation of a report including a Project layout and details of important features on the basis of the results available from the additional investigation and tests. Reports will be prepared for the various parts of the Project for the approval of the owner of amendments to the Overall Planning Report and for the establishment of a firm basis for the detailed design. A final Report on the detailed planning of the Project will be compiled. This will include the coordination of the design of the Civil Works. The final report shall be submitted to ODC for approval, the tenderer will arrange his expert in ODC office for discussions and timely compliance of the observations of ODC for clearance of the report.

## **8.0 CONTRACT PRICE FOR THE SCOPE OF WORKS**

The contract price for the scope of work/service as per bid proposal sheets and in accordance with other provision of the contract is deemed to be included in the bid price and no extra payment is admissible.

## **9.0 Payment under the contract shall be deemed to have been made:**

In respect of payments in Indian currency, on the date of issue of bank cheque / fund transfer by the owner

## **10.0 PRICE ESCALATION – Not Applicable**

### **11.0 CONTRACTOR'S WORK PROGRAMME**

11.1 The suitable program indicating the sequence of various activities and highlighting the critical activities shall form part of the contract.

11.2 One months after the Date of Order to Commence Contractor shall submit to the Owner a Work Program along with a project management/monitoring software showing the order of procedure in which he proposes to carry out the services for completing the Works as per software and the Contract within the specified time for completion. The Work program shall be co-ordinated with activities of other Components of the Project. Such Work Program shall subject to review and revision by the Contractor in Consultation with the

Owner in order to achieve completion of the Works within the TIME FOR COMPLETION.

The Work Program shall show major activities such as but not limited to design reports, hydraulic study, submission of drawings etc.

- 11.3 a) Within one month after the-submission of the Work Program, the contractor shall submit to the Owner for information a schedule indicating methodology for phase wise submission of construction drawings shall follow thereafter but in any case in a period not more than 2(two) months. The schedule shall be coordinated with the work programmes of other contractor/partners and shall successively be adjusted in order to meet contractor/partners and shall successively be adjusted in order to meet the actual requirements of other contractors for completing the Works within the TIME FOR COMPLETION.

b) The detailed design criteria/memo for a component of work shall be submitted to the -owner for approval in 2 (two) months advance of the start of the said construction activity. The drawing for the aforesaid component of work shall be based on the approved criteria and submitted at least 2 months prior to start of the said construction activity.

## **12.0 PROGRAMME-SCHEDULING AND RE-SCHEDULING**

The Works shall be executed and performed in accordance with the Program which shall clearly indicate the interlinking/interdependencies of all the works of the Contract including relative activities of works. The Programme shall be reviewed jointly by the Owner and the Contractor, at least at 3 months intervals, where-in the hold ups/delays, if any in the progress of Works, with reference to the agreed Schedule shall be give Special Attention. Necessary modification (updating/ Revisions) of the Programme, within the overall Time for Completion, shall be carried out by mutual agreement between the owner and the Contractor.

## **13.0 APPROVALS BY THE OWNER**

The Contractor shall successively submit design and drawings for the approval from ODC to the Owner in accordance with Article-6 above. The Owner shall give his approval/comments on all design and drawings, properly referred to him after approval from ODC within 15 days of the date of receipt of approval/comments of ODC in his office.

## **14.0 MEASUREMENT**

Measurement of work done under the Contract shall be taken in accordance with the procedure laid down hereunder:

- 1 All items having a financial value shall be measured in the manner as prescribed in the bid document or by the Owner so that a complete record is maintained of all work performed under the Contract. All records shall be made in two copies one copy shall be kept by the Engineer-in-charge and the other copy by the Contractor.
- 2 Measurement shall be taken jointly by the Engineer – in – charge or his authorized representative and the contractor or his authorized representative.

- 3 Measurement shall be signed and dated by both Parties on the Site. If there is any dispute in any of the measurements a note to that effect shall be made in the measurement record against the disputed items and such note shall be signed and dated by both parties engaged in taking the measurements and the parties shall discuss and resolve the same immediately thereafter.

## **15.0 CONTRACTOR'S LIABILITY**

- 15.1 The Contractor shall be responsible for performing the Scope of Services as described Appendix-D1
- 15.2 The Contractor shall exercise all reasonable skill care and diligence in the performance of the Services and shall carry out his responsibilities in accordance with recognized professional standards.
- 15.3 Contractor's liability shall expire on the issue by the Owner of the last final Acceptance Certificate in accordance with Article of the Special Conditions of Contract.

## **16.0 TRANSFER OF OWNERSHIP**

The transfer of ownership of reports and drawings as provided for in Article of the Special Conditions shall not in any way restrict the Contractor's rights to use the reports and drawings for the purpose of the Contract.

## **17.0 EXPATRIATE PERSONNEL AND INTERNATIONAL EXPERTS**

Subject to article of the Special Condition of contract the Contractor shall be allowed to all expatriate personnel and International Experts he deems necessary for the execution of the Services.

## **18.0 ECOLOGICAL BALANCE**

- 18.1 The contractor shall try to maintain ecological balance by preventing deforestation, disturbance to the forest and wild life of adjoining forest, water pollution and defacing of natural landscape in the vicinity of work areas. The contractor shall conduct his construction operations as to prevent any unnecessary destruction of, scarring or defacing the natural, surroundings in the vicinity of the work area. In order to maintain the ecological balance, the contractor shall specifically observe the following instructions:
  - a) Where unnecessary destruction, scarring, Damage or defacing may occur as a result of the Contractor's operation the same shall be repaired, replanted or otherwise corrected at the Contractor's expense. The Contractor will prevent scattering of rocks or other debris outside the work areas. All work areas shall be smoothed and graded in a manner to conform to the natural appearance of the landscape as directed by the Engineer-in-charge.
  - b) All trees shrubs which are not specifically required to be cleared or removed for construction purposes; shall be preserved and shall be protected from any Damage that may be caused by the Contractor's construction Operation and equipment. The removal of trees or shrubs will be permitted after obtain

statutory approval and then only after prior approval by the Engineer-in-charge. Special care shall be exercised where trees or shrubs are exposed to injuries by construction equipment, blasting, excavating, dumping, chemical Damage or other operation and the Contractor shall adequately protect such trees by use of protective barriers or other methods approved by the Engineer-in-charge. Trees shall not be used for anchorage.

- c) The Contractor's construction activities shall be performed by methods that will prevent entrance or accidental spillage of solid matter contaminants, debris and other objectionable pollutants and wastage into the river. Pollutants and wasters shall be disposed of in a manner and at sites approved by the Engineer-in-Charge.
  - d) In the Conduct of construction activities and operation of equipment, the Contractor shall utilize such practicable methods and devices as are reasonably available to control, prevent and otherwise minimize air pollution. Burning of materials resulting from clearing of tree, bush combustible construction materials and rubbish may be permitted only when atmospheric condition for burning are considered favorable.
- 18.2 The Barrage site & its components are located near the forest area comprising of forest division Kota. Most part of the proposed barrage lies in revenue land for which construction work can be started immediately after approval of dam axis & foundation. The contractor may ensure the availability of land for execution of work. The contractor has to plan & execute the work as per availability of land for work execution. The contractor will submit the detailed requirement of land for entire work envisaged into agreement including land coming under submergence.
- 18.3 Separate payment will not be admissible to the Contractor for complying with the provisions of this clause and all costs shall be deemed to have been included in the lump sum price of the bid. If any provisions (s) are not complied with, within a reasonable time even after issue of a notice in this respect, the necessary operations would be carried out by the Engineer-in-Charge at the cost of the Contractor.

## **19.0 CONSTRUCTION PLANT AND EQUIPMENT AND MATERIALS**

Construction Plant & Equipment and Materials, brought to the site by the Contractor for use on the works, shall be removed outside the project area, after those are no longer required for the Works. The contractor will notify the Owner before removing the same.

## **20.0 MONTHLY PROGRESS REPORT.**

The contractor shall submit to the Engineer- in - charge four copies of a Monthly Progress Report by the 3rd day of the following month, in such form and details as the Engineer-in-charge shall reasonably prescribe, for the proper monthly follow up. The monthly Progress Report shall include the status of:

Main items of works executed against targets indicating shortfall if any, and reasons thereof.

Manpower - Labour – Expatriates

Construction Equipment

Further more than Report shall include at least 5 necessary photo-graphs and graphical representation or drawing if necessary showing the previous month's progress.



# Section VIII C : Contract Forms

## Contents

1. Letter of Acceptance .....
2. Contract Agreement .....
3. Performance Security .....
4. Performance Security Declaration .....
5. Advance Payment Security .....

**1. Letter of Acceptance**

**Letter of Acceptance**  
*[on letterhead paper of the Procuring Entity]*

No ..... Dated .....

To: ..... *[name and address of the Contractor]* .....

Subject: ..... *[Notification of Award for the Works]* .....

This is to notify you that your Bid dated . . . . *[date]* . . . . for execution of the *[name of the contract and identification number, as given in the Contract Data]* for the Accepted Contract Amount of the equivalent of *[.amount in numbers and words and name of currency]* , as corrected and modified in negotiations and in accordance with the Instructions to Bidders has been accepted by .... *[designation of the Procuring Entity]*. The date of commencement and completion of the Works shall be: .....

You are requested to furnish the Performance Security/ Performance Security Declaration within ..... Days in the form given in the Contract Forms for the same for an amount equivalent to Rupees ..... within ..... days of notification of the award valid up to 60 days after the date of expiry of Defects Liability Period and maintenance period, if applicable, and sign the Contract, failing which action as stated in sub-section 2 of section 42 of the Rajasthan Transparency in Public Procurement Act, 2012 and Instructions to Bidders shall be taken.

Authorized Signature: .....

Name and Title of Signatory: .....

Designation:

## 2. Contract Agreement

### Contract Agreement

THIS AGREEMENT made the ..... day of ....., between the Governor of Rajasthan/ ..... [name of the Procuring Entity if other than a department of the State Government] hereinafter “the Procuring Entity”) which expression shall, where the context so admits, be deemed to include his successors in office and assigns, of the one part, and ..... [name of the Contractor] (hereinafter “the Contractor”), which expression shall, where the context so admits, be deemed to include his heirs, successors, executors and administrators, of the other part:

WHEREAS the *Procuring Entity* desires that the Works known as ..... [name of the Contract] ..... should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein, and for which the Contractor has submitted Performance Security for Rupees ..... in the form of

The Procuring Entity and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
  - a) the Letter of Acceptance;
  - b) the Bid of the Contractor as accepted alongwith the correspondence done on it, if any;
  - c) the Special Conditions of Contract/ Contract Data;
  - d) the General Conditions of Contract;
  - e) the Specifications;
  - f) the Drawings;
  - g) the Instructions to Bidders;
  - h) Notice Inviting Bids.
  - i) \_\_\_\_\_
3. In consideration of the payments to be made by the Procuring Entity to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Procuring Entity to execute the Works and to remedy defects therein (and, if applicable, maintain the Works for a period of ) in conformity in all respects with the provisions of the Contract.
4. The Procuring Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein (and, if applicable, maintain the Works for a period of ----- ), the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Central and the State Government the day, month and year first mentioned herein before.

Signed by  
Name, Designation, Date  
for and on behalf of the Governor/  
Procuring Entity

Signed by  
Name, Designation, Date  
for and on behalf the Contractor

in the presence of

Witness 1  
Witness 2  
Signature, Date, Name, Address

in the presence of

Witness 1  
Witness 2  
Signature, Date, Name, Address

### 3. Performance Security

#### Performance Security

*[Bank's Name, and Address of Issuing Branch or Office]*

**Beneficiary:** ..... *[Name and Address of Procuring Entity]* .....

**Date:** .....

**Performance Guarantee No.:** .....

We have been informed that ..... *[name of the Contractor]* .....  
(hereinafter called "the Contractor") has entered into Contract No .....  
*[reference number of the Contract]* ..... dated ..... with you, for the  
execution of ..... *[name of contract and brief description of Works]* . . . .  
(hereinafter called "the Contract"). Furthermore, we understand that, according to the  
conditions of the Contract, a performance security is required.

At the request of the Contractor, we ..... *[name of the Bank]* ..... hereby  
irrevocably undertake to pay you any sum or sums not exceeding in total an  
amount of Rupees\* ..... *[amount in figures]* ..... (.Rupees.....  
. . . . *[amount in words]* ..... ) such sum being payable upon receipt by us of your  
first demand in writing accompanied by a written statement stating that the Contractor is in  
breach of its obligation(s) under the Contract, without your needing to prove or to show  
grounds for your demand or the sum specified therein.

The Guarantor agrees to extend this guarantee for a specified period in response to the  
Procuring Entity's written request for such extension for that specified period, provided that  
such request is presented to the Guarantor before the expiry of the guarantee.

This guarantee shall expire, no later than the ..... Day of . . . . , ..... \*\*,  
and any demand for payment under it must be received by us at this office on or before that  
date.

*Seal of Bank and Authorised Signature(s)*

***The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract***

***Insert the date sixty days after the expected completion date, including defect liability period and maintenance period, if any.***

- Notes:
1. All italicized text is for guidance on how to prepare this advance payment guarantee and shall be deleted from the final document.
  2. The Procuring Entity should note that in the event of an extension of the time for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.

**4. Performance Security Declaration**

**Form of Performance Security Declaration**

Date: \_\_\_\_\_ *[insert date (as day, month and year)]*

Contract Name and No.: \_\_\_\_\_ *[insert name and number of Contract]*

To: \_\_\_\_\_ *[insert Designation and complete*

*address of Procuring Entity]*

We, the undersigned, declare that:

We understand that, according to your conditions, the Contract must be supported by a Performance Security Declaration as a guarantee to ensure fulfillment of our all performance obligations under the Contract for----- *[insert name of subject matter of procurement.*

We accept that we will automatically be suspended from being eligible for bidding in any contract with you for the period of time of *[Procuring Entity to indicate here the period of time for which the Procuring Entity will declare a Bidder ineligible to be awarded a Contract if the performance Security Declaration is to be executed]* starting on the date that we receive a notification from you, the ..... *[Designation of the Procuring Entity]* that our Performance Security Declaration is executed, if we are in breach of any of our performance obligation under the conditions of the Contract,

We understand this Performance Security Declaration shall expire after 60 days of completion of our all obligations under the Contract including Defect Liability, warranty/ Guarantee, operation, maintenance, etc. in accordance with the conditions of the Contract.

Signed: \_\_\_\_\_

*[insert signature of person whose name and capacity are shown]*

In the capacity of: \_\_\_\_\_

*[insert legal capacity of person signing the Performance Security Declaration]*

Name: \_\_\_\_\_

*[insert complete name of person signing the Declaration]*

Duly authorized to sign the Contract for and on behalf of: \_\_\_\_\_

*[insert complete name and address of the Bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

Corporate Seal \_\_\_\_\_

## 5. Advance Payment Security

### Advance Payment Security

*Bank's Name, and Address of Issuing Branch or Office*

**Beneficiary:** ..... *[Name and Address of Procuring Entity]* .....

**Date:** .....

**Advance Payment Guarantee No.:** .....

We have been informed that ..... *[name of the Contractor]* ..... (hereinafter called "the Contractor") has entered into Contract No ..... *[reference number of the Contract]* ..... dated ..... with you, for the execution of ..... *[name of contract and brief description of Works]* ..... (hereinafter called "the Contract").

Furthermore, we understand that, according to the Conditions of the Contract, an advance payment in the sum *[name of the currency and amount in figures]* ( *[amount in words]* ) is to be made against an advance payment guarantee.

At the request of the Contractor, we ..... *[name of the Bank]* ..... hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[name of the currency and amount in figures]* .... ( ..... *[amount in words]* ..... ) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the advance payment for purposes other than the costs of mobilization in respect of the Works.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number *[Contractor's account number]* at ..... *[name and address of the Bank]*

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of interim payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that entire amount of the advance payment has been repaid or on ..... *[the Intended Completion Date of the Works]* ....., whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

The Guarantor agrees to extend this guarantee for a specified period in response to the Procuring Entity's written request for such extension for that specified period, provided that such request is presented to the Guarantor before the expiry of the guarantee.

*Seal of Bank and Authorised Signature(s)*

- Notes:**
- 1. All italicized text is for guidance on how to prepare this advance payment guarantee and shall be deleted from the final document.*
  - 2. The Procuring Entity should note that in the event of an extension of the time for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.*

**FINANCIAL BID**  
**SECTION - IX**  
**(CONTRACT PRICE BID)**



# **FINANCIAL BID**

## **(Contract Price Bid)**

### **BID PROPOSAL SHEETS INSTRUCTION**

**1.0 Price Schedule for Work**

1.1 The Contract is of lump sum turnkey nature on single responsibility basis for conceptualization, design, supply, construction, and commissioning, testing, trial run and defect liability period for five years thereafter.

Tenderer has to quote lump sum price for the construction, testing and trial run for the entire work including its operation & Maintenance for mentioned period as per the detailed scope of work-end specifications including defect liability period of five years in the Tender Form. The major items envisaged in the contract are given in the scope of work and are also stipulated in the breakup of schedule of prices.

**Note: No price variation clause is admissible under this contract.**

1.2 There are however, several minor items not specifically mentioned in the breakup but shall be required to complete the job on turnkey basis as per scope and specification of works stipulated in the tender document.

1.3 Items not specifically listed in this PRICE BREAKUP SCHEDULES but are required to be executed for satisfactory working/commissioning of the system as specified in scope of work, will not be separately paid for by the Department when executed and shall be deemed to be covered by other items and rates listed in the price sheets and Lump sum prices quoted.

1.4 Tenderer should ensure that Lump sum total price quoted should be same as reflected in sum total of price breakups, In case there is any discrepancy in the amount quoted, lower of the two amounts shall be considered for tender -evaluation.

1.5 The Tenderer is advised to examine all instructions, forms, terms, specifications and other information in the Tender documents and consider and evaluate fully the price implications therein contained before filling the Lump sum contract amount.

1.6 The Tenderer should acquaint himself with the site conditions including the access to work site. The successful Tenderer shall have to make suitable access to work sites at his own cost.

1.7 The Tenderer shall be deemed to have allowed in his price, provision for, designs, field investigations, geotechnical investigations, site clearance, maintenance and final removal of all temporary works of whatsoever nature required for construction including temporary bunds, diverting water, pumping, dewatering, disposal of excavated material and availability of material of required quality etc. for the proper execution of works. The rates shall also be deemed to include any works and setting out that may be required to be carried out for laying out of all the works involved.

1.8 It will be entirely at the discretion of the department to accept or reject the Tenderer proposals without giving any reasons whatsoever. The Tenderer's must carefully go through the provisions laid down in the in regarding the deviations allowed, and the likely reasons, which may lead to the rejection of Tenders and/or forfeiture of the bid security/Bid Security.

## TENDER FORM

Contract No.: .....  
 (Tenderer are required to fill up all blank spaces in this Tender Form)  
 Chief Engineer,  
 Water Resources Zone, Kota.

Dear Sir,

**SUB:** TENDER DOCUMENT FOR Survey, Planning, Design & Construction of Navnera Barrage including Hydro-Mechanical Works, across River Kalisindh, near Village - Abra, Tehsil -Digod, District-Kota, Rajasthan, under Eastern Rajasthan Canal Project (ERCP) Phase –I (A) on Engineering, Procurement and Construction (E.P.C) single Responsibility turnkey basis

1. Having visited the site and examined the Tender Documents, Drawings, Conditions of Contract, Specifications, Schedules, Annexure, Preamble to Price Tender, and the Price Schedules etc. including Addenda to the above, for the execution of the above Contract, we, the undersigned, offer to procure engineered items, construct, complete, commission, operation & Maintenance. and defect liability period for five years after completion the whole of the said work as given in the scope of work in Tender document comprising of Technical Bid & Financial Bid, including addenda (if any) for a lump-sum total price with following break up:

S No.	Cost for Execution (As per Price breakup schedule)	(Amount in words)	(Amount in figures)

We understand that the lump sum price shall be, subjected to deductions/modifications/provisions as per terms and conditions of the contract, given in "Technical & Financial Bid."

The breakup of the above lump sum prices have been given in the price schedules to facilitate interim payment during execution. We understand that its breakup is subject to approval of Department.

2. We undertake that if our Tender is accepted, we are prepared to complete and deliver the Works including complete testing and trial run of all facilities in accordance - with the Contract within 48months for execution, from the date of commencement which is reckoned from the 10th day after the date of written order to commence the work, inclusive of monsoon periods & 5 years defect liability period from the date of certificate for completion a work.
2. We agree to abide by this Tender within the validity period as defined in ITB clause no. 15 (Technical Bid of Tender Document).
3. In the event of our Tender being accepted, we agree to enter into a formal Contract Agreement with you incorporating the conditions of Contract there to annexed but until such agreement is prepared; this Tender together with your written acceptance shall constitute a binding Contract between us.
4. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this .....day of .....

Company Seal

\_\_\_\_\_  
 (Signature)  
 \_\_\_\_\_  
 (Name of the Person)  
 \_\_\_\_\_  
 (In the capacity of)  
 \_\_\_\_\_  
 (Name of Firm)

# BID PROPOSAL SHEETS

## PERFORMA FOR BREAK UP OF TOTAL COST OF WORKS

Sr. No.	Description of works Price	Price in Indian Rupees (In Lacs)
<b>CONTRACT PRICE</b>		
<b>Part –A</b>		
1	Survey, Planning, Investigation, Design & Engineering, Forest clearance,	
2	Main Civil Works	
3	Infrastructure Works and Construction Facilities	
4	Instrumentation of Barrage	
5	Hydro-Mechanical Works	
		<b>Total of Part A-</b>
<b>Part-B</b>		
6.	O&M Cost (for five Years )	
		<b>Total of Part B-</b>
<b>Total Contract Price (A+B) =</b>		
<b>( In Words)</b>		

Note 1.: Operation and Maintenance Cost should not be less than 0.40% of the cost Quoted.

Note.2:- The items listed above are only indicative. The bidder may add/modify to give a complete list of infrastructure works and construction facilities and further break-up of items.

**1.0 PROFORMA FOR BREAK UP OF CONTRACT PRICE FOR SURVEY,  
PLANNING, INVESTIGATION, DESIGN & ENGINEERING**

<b>S.No.</b>	<b>Description of Work/Components</b>	<b>Price in Indian Rupee (In Lacs)</b>
<b><u>Survey, Planning, Investigation, Design &amp; Engineering</u></b>		
<b>1.1</b>	<b>Survey, Planning of Barrage area, including location of Infrastructure facilities etc.</b>	
<b>1.2</b>	<b>Investigations if any</b>	
<b>1.3</b>	<b>Design and Engineering of main Barrage and ancillary works &amp; approval</b>	
<b>1.4</b>	<b>Design Memorandum</b>	
<b>1.5</b>	<b>Obtaining final stage forest clearance from competent authority</b>	
<hr/>		
<b>Sub Total 1.0 :-</b>		

Note : The items listed above are only indicative. The bidder may add/modify to give a complete list of infrastructure works and construction facilities and further break-up of items.

## **2.0 PROFORMA FOR BREAK UP OF CONTRACT PRICE FOR MAIN CIVIL WORKS**

<b>S.No.</b>	<b>Description of Work/Components</b>	<b>Price in Indian Rupee In Lacs)</b>
<b>MAIN CIVIL WORKS</b>		
<b>2.1</b>	<b>Concrete Barrage (OF)</b>	
<b>2.2</b>	<b>NOF</b>	
<b>2.3</b>	<b>Energy dissipation arrangement</b>	
<b>2.4</b>	<b>Divide Walls &amp; Retaining Wall</b>	
<b>2.5</b>	<b>River Training Works D/s.</b>	
<b>2.6</b>	<b>Elevator tower and control room</b>	
<b>2.7</b>	<b>Low voltage Electrification work of Gallery Along with Power supply system with DG Set &amp; drainage pumps.</b>	

Note : The items listed above are only indicative. The bidder may add/modify to give a complete list of main civil work and further break-up of items.

### **3.0 PERFORMA FOR BREAK UP OF INFRASTRUCTURE WORKS & CONSTRUCTION FACILITIES**

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<b>S.No.</b>	<b>Description of Work/Components</b>	<b>Price in Indian Rupee</b>
<b>INFRASTRUCTURE WORKS &amp; CONSTRUCTION FACILITIES</b>		
3.1	Fixing and Maintenance of Street Light, Barrage area light etc.	
3.2	Installation and Maintenance of Communication System.	
3.3	Construction & Maintenance of department's site offices.	
3.4	Construction & Maintenance of Dispensary.	
3.5	Laying & Maintenance of H.T. Power Line from GSS to Dam & Transformers, L.T. Lines etc	
3.6	Installation and O&M of Construction & Drinking Water Supply System.	
3.7	Construction of Display Room, Meeting Hall & Field Hostel with VIP Rest Room at Barrage site.	
3.8	Construction and O&M of Quality control laboratories with testing Equipment & Training and field visit of staff.	
3.9	Construction and O&M of Recreation facility.	
3.10	Approach road and access to Barrage top	
3.11	Transportation vehicle & inspection vehicles to Department with POL	
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	Sub Total 3.0	

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NOTE: The items listed above are only indicative. The bidder may add/modify to give a complete list of infrastructure works and construction facilities and further break-up of items.

#### 4.0 PERFORMA FOR BREAK UP OF FOR INSTRUMENTATION OF BARRAGE

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S.No.	Description of Work/Components	Price in Indian Rupee
<b>INSTRUMENTATION</b>		
<b>The instruments will be installed for long term monitoring of the permanent work as approved by the Engineer-in charge. Some of the instruments are as given below</b>		
a.	Uplift pressure (piezometers)	
b.	Stress meters	
c.	Pore pressure meters	
d.	Strain meters	
e.	Water level indicators	
f.	Temperature meters	
g.	Vertical movement devices	
h.	Horizontal movement devices	
i.	Strong motion accelerograph /Seismograph	
i.	Plumbs	
j.	Flow measuring device seepage measure for Gallery drainage.	
k.	Continuance monitoring system for environment flow measurement & also for sluices.	
l.	Real time telemetry and data acquisition system including all weather hydro metrological stations.	
<hr/>		
	Sub Total 4.0	

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NOTE: The items listed above are only indicative. The bidder may add/modify to give a complete list of INSTRUMENTATION OF BARRAGE and further break-up of items.



## 5.0 PERFORMA FOR BREAK UP OF Hydro-Mechanical Works :-

S.No.	Description of Work	Unit	Qty.	Unit Price	Amount
1	2	3	4	5	6
1	Supply, fabrication & Erection Spillway Radial Gates (16.0m x 15.00m) a) Embedded Parts b) Gates c) Hydraulic Hoist i/c Power Pack	Sets Nos Sets	26 26 26		
2	Supply , fabrication & Erection stop log gate a) Embedded Parts i/c storage bay  b) Stop log gate	Sets  Sets	26+ Stor age Bay 03		
3	<ul style="list-style-type: none"> <li>Supply, Manufacture &amp; Erection of Gantry crane including Lifting Beam</li> <li>Supply, Manufacture &amp; Erection Trunion level walkway bridge</li> </ul>	Nos  Span	02  26		
4	Supply, fabrication & Erection of Under Sluice Gates <ul style="list-style-type: none"> <li>Embedded Parts</li> <li>Gates (Service &amp; Emergency)</li> <li>Hydraulic Hoist i/c Power Pack</li> </ul>	Sets Nos Sets	02 02 02		
5	Supply , fabrication & Erection of fish ladder Gates a) Embedded Parts b) Gates (Service & Emergency) c) Hydraulic Hoist i/c Power Pack	Job Job Job	01 01 01		
6	Atomization work of all the Gates from centralized control room	Job	01		
7	Price for spare parts.	LS	LS		

Note : 1.The items listed above are only indicative. The bidder may add/modify to give a complete list of infrastructure works and construction facilities and further break-up of items.

- Spare parts (Mandatory & Additional) shall be supplied for smooth operation for five years.
- Contractor may submit sub assembly wise detail for above components.

**6.0 PERFORMA FOR SUB BREAK UP OF FOR OPERATION AND MAINTANANCE OF BARRAGE**

<b>S.No.</b>	<b>Description of Work/Components</b>	<b>Unit</b>	<b>Price in Indian Rupee</b>
6.1	<b>Operation of Barrage (for five years)</b>	<b>per month</b>	
6.2	Electricity Charges	per month	
<b>Sub Total 6.0</b>			

## **SUB-BREAKUP OF CONTRACT PRICE FOR SURVEY, PLANNING, INVESTIGATION, DESIGN & ENGINEERING**

### **1.3.1 PERFORMA FOR SUB BREAK UP OF Contract Price FOR Design of Civil Works**

S.No.	Description of Work/Components	Price in Indian Rupee (In Lacs)
1.3.1.1	Design of Non Over Flow	
1.3.1.2	Design of Over Flow	
1.3.1.3	Design of Pier	
1.3.1.4	Design of Gallery,	
1.3.1.5	Design of under Sluices/construction sluices etc.	
1.3.1.6	Design of Stilling Basin	
1.3.1.7	Design of Divide Wall, Retaining Wall etc.	
1.3.1.8	Design of River diversion/training works.	
1.3.1.9	Design of Fish ladder	
1.3.1.10	Design of Prestressed Spillway Bridge	
1.3.1.11	Design of Elevator Tower, Approach Adit to Dam Gallery	
1.3.1.11	Design of Pumps for dewatering of Gallery & ventilation, Lighting Of Gallery.	
1.3.1.12.	Other Miscellaneous Designs as Control Room, Model Room, Rest House, Rest Room, Dispensary, Gauge Well & Quality Control Laboratory etc.	
1.3.13	Design of under Sluice	
<hr/>		
Sub Total	1.3.1	

### **1.3.3 PROFORMA FOR SUB BREAK UP OF Contract Price FOR Design of Hydro-mechanical Work**

S.No.	Description of Work/Components	Price in Indian Rupee (in Lacs)
1.3.3.1	Design of Embedded Parts.	
1.3.3.2	Design of Radial Gates.	
1.3.3	Design of Hydraulic Hoisting Arrangement.	
1.3.3.4	Design of Stop log Gates.	
1.3.3.5	Design of Gantry Crane and rails	
1.3.3.6	Design of Trunnion Level Walk Way Bridge.	
1.3.3.7	Design of all Sluice and fish ladder Gates	
1.3.3.8	Design of Atomization System of Gate Operation, i.e. control panels, wiring sensor Gauge recording etc.	
1.3.3.9	Design of Power Line, Generator Capacity etc.	
1.3.310	Other misc. Design (to be elobrated)	
<hr/>		
Sub Total	1.3.3.	

## SUB-BREAKUP OF CONTRACT PRICE FOR MAIN CIVIL WORK

### 2.1.1 Performa for sub brake up of Concrete Gravity Barrage (Over Flow)

S.No.	Description of Work	Unit	Qty.	Unit Price	Amount
1	2	3	4	5	6
1	A. Open Excavation for Barrage Foundation a. In soil b. In Soft Rock c. In Hard Rock B. Open Excavation for Approach Channel a. In soil b. In Soft Rock b. In Hard Rock	m <sup>3</sup> m <sup>3</sup> m <sup>3</sup> m <sup>3</sup> m <sup>3</sup> m <sup>3</sup>			
2	Shuttering i) Over Flow ii) Gallery	m <sup>2</sup> m <sup>2</sup>			
3	Concrete of Barrage body (a) Foundation (b) Barrage Body	m <sup>3</sup> m <sup>3</sup>			
4	Reinforced Cement concrete (a) Barrage Body (b) Gallery	m <sup>3</sup> m <sup>3</sup>			
5	Steel reinforcement	MT			
6	Cement for grouting works	MT			
7	Drilling for consolidation / contact/ curtain grouting excluding cost of cement	m			
8	Pressure Washing for consolidation / contact/ curtain grouting (a) Open Flushing of drilled hole (b) Flushing in stages	M M			
9	Grouting of Consolidation/ Contact/curtain excluding cost of cement	m			
10	Re drilling of holes	m			
11	Drainage holes porous pipes and relief wells	m			
12	Architectural work/finishes	LS			
13	Dewatering arrangements of gallery including pump & pipe lines, electric fitting Etc.	LS			
14	PVC Rubber seal	M			
<b>Total</b>					

Note : The items listed above are only indicative. The bidder may add/modify to give a complete break-up of items.

**2.2.1 Performa for sub brake up of Concrete Gravity Barrage (Non Over Flow)**

<b>S.No.</b>	<b>Description of Work</b>	<b>Unit</b>	<b>Qty.</b>	<b>Unit Price</b>	<b>Amount</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
1	A. Open Excavation for Barrage Foundation a. In soil b. In Soft Rock c. In Hard Rock B. Open Excavation for Approach Channel b. In soil b. In Soft Rock c. In Hard Rock	m <sup>3</sup> m <sup>3</sup> m <sup>3</sup> m <sup>3</sup> m <sup>3</sup> m <sup>3</sup> m <sup>3</sup>			
2	Concrete of Barrage body (c) Foundation (d) Barrage Body	m <sup>3</sup> m <sup>3</sup>			
3	Reinforced Cement concrete (c) Barrage Body N.O.F. Section (d) Gallery	m <sup>3</sup> m <sup>3</sup>			
4	Steel reinforcement	MT			
5	Cement for grouting works	MT			
6	Drilling for consolidation / contact/ curtain grouting excluding cost of cement	m			
7	Pressure Washing for consolidation / contact/ curtain grouting (c) Open Flushing of drilled hole (d) Flushing in stages	M M			
8	Grouting of Consolidation/ Contact/curtain excluding cost of cement	m			
9	Re-drilling of holes	m			
10	Drainage holes porous pipes and relief wells	m			
11	Architectural work/finishes	LS			
12	Dewatering arrangements of gallery including pump & pipe lines, electric fitting Etc.	LS			
13	PVC Rubber seal	M			
<b>Total</b>					

Note : The items listed above are only indicative. The bidder may add/modify to give a complete list of further break-up of items.

### 2.3.1 Performa for sub brake up of Energy dissipation arrangement

S.No.	Description of Work	Unit	Qty.	Unit Price	Amount
1	2	3	4	5	6
1	A. Open Excavation for Barrage Foundation a) In soil b) In Soft Rock c) In Hard Rock	m <sup>3</sup> m <sup>3</sup> m <sup>3</sup>			
2	(a) Shuttering (b) Concrete Work	m <sup>2</sup> m <sup>3</sup>			
3	Drainage Holes	m			

Note : The items listed above are only indicative. The bidder may add/modify to give a complete break-up of items.

### 2.4.1 Performa for sub brake up of Divide Wall, Retaining Wall

S.No.	Description of Work	Unit	Qty.	Unit Price	Amount
1	2	3	4	5	6
1	A. Open Excavation for Barrage Foundation a) In soil b) In Soft Rock c) In Hard Rock	m <sup>3</sup> m <sup>3</sup> m <sup>3</sup>			
2	(a) Shuttering (b) Concrete Work	m <sup>2</sup> m <sup>3</sup>			
3	Consolidation and Grouting	MT			
<b>Total</b>					

Note : The items listed above are only indicative. The bidder may add/modify to give a complete break-up of items.

### 2.5.1 Performa for sub brake up of River Training Works

S.No.	Description of Work Preliminary	Unit	Qty.	Rate Amount in Indian Rupee.
1	Open Excavation			
	a) In Soil		m <sup>3</sup>	
	b) In Soft Rock		m <sup>3</sup>	
	b) In Hard Rock		m <sup>3</sup>	
2	Concrete		m <sup>3</sup>	
3	Rip Rap/ Pitching		m <sup>3</sup>	
5.	Ancillary works		L.S.	

NOTE: The items listed above are only indicative. The bidder may add/modify to give a complete break-up of items.



### 2.6.1 Performa for sub brake up of Elevator tower and control room Works

S.No.	Description of Work Preliminary	Qty.	Rate Amount in Indian Rupee.
1	Elevator Tower	No	
2	Control Room	No	

NOTE: The items listed above are only indicative. The bidder may add/modify to give a complete break-up of items.

### 2.7.1 Performa for sub brake up of Electrification Work

S.No.	Description of Work Preliminary	Qty.	Rate Amount in Indian Rupee.
1	low voltage electrification of Gallery	L.S	
2	Dewatering arrangement for Gallery	L.S	
3	3 phase Power connection	L.S	
4	Power backup arrangement	L.S	

NOTE: The items listed above are only indicative. The bidder may add/modify to give a complete further break-up of items.

### 3.6.1 Performa for sub-brake up of Approach road and access to Barrage top

S.No.	Description of Work Preliminary	Unit	Qty.	Rate Amount in Indian Rupee.
1	Open Excavation			
	a) In Soil		m <sup>3</sup>	
	b) In Soft Rock		m <sup>3</sup>	
	b) In Hard Rock		m <sup>3</sup>	
2	RCC/ Concrete		m <sup>3</sup>	

NOTE: The items listed above are only indicative. The bidder may add/modify to give a complete list of infrastructure works and construction facilities and further break-up of items.

## **FINANCIAL BID**

### **SECTION - X**

# **PAYMENT SCHEDULE**

**Note :**

- 1. The progressive payment of the work as per SCC Section-1 clause 8.0, SCC Section-2 clause 2.0 & SCC Section-3 clause 4.0 will be made as per the payment schedule annexed here with the annexed schedules are based on indicative drawings attached to the bid documents.**
- 2. On approval of all the drawings / specifications of the respective component of the work, on request of Bidder the payment schedule will be revised as per approved/ drawings/ approved component.**
- 3. On approval of the revised payment schedule the payment already made will be adjusted as per approved payment schedule limited to the price indicated by the bidder in the bid proposal sheets and the bid price.**

## Payment Schedule

### Part A: Design Part

SN	Activity	Stage I	Stage II	Stage III	Remark
1	Activities related to obtaining forest clearance from competent authority	10% after identifying forest area coming under project, obtaining requisite data, certificates & online submission of the proposal to MoEF.	15% after resubmission of proposal in Hard copies to relevant office after making due compliances received on proposal	25% after obtaining stage 1 <sup>st</sup> clearance for diversion of forest land	Stage IV: 25% after submission of proposal for stage 2 <sup>nd</sup> clearance after making all compliances to the competent authority of MoEF, GoI Stage V: 25% after obtaining Stage 2 <sup>nd</sup> / Final clearance for diversion of forest land.
2	Activities related to Design & Drawings of structures	25% on submission after making compliance of the observations of WR Department.	10% after submission to ODC	15 % after its vetting from ODC	35% after its approval from competent authority. 15% after completion of construction activity of atleast one component
3	Activities related to other studies, documentations, training & other manuals, model studies, etc	25% on submission after making compliance of the observations of concern Executive Engineer/ SE of department	25% after its approval from competent authority	25% after its approval from owner	25% after its implementation, if any.

Note: For any other activity not covered under above, contractor will submit payment schedule after ascertaining requirement of work in consultation with department &, submit to owner for approval.

**Part B: BUILT Part**

**a. Civil Works for Barrage & its components,:**

As per satisfactory completion of the items envisaged in BOQ and recorded in MB by the department.

**b. Civil Works for Infrastructural works of residential & non residential buildings:**

Work component	% payment			Remarks
	Stage I	Stage II	Stage III	
Cost of civil Work .	20	50	30	Stage I Construction upto Plinth Level Stage II Construction upto Roof Level Stage III Completion of Finishing of all respect
Cost of water supply & sanitary Work	80	20		Stage I Installation and laying Stage II Testing & Commissioning
Cost of electrical Work	80	20		Stage I Installation and laying Stage II Testing & Commissioning
Cost of Furnishing Work	100			Fixing and Procurement

**c. Other Miscl works:**

1	i. Full development of the Rest house Campus and other campus as per scope of work	100% after completion of work to the satisfaction of EIC
	ii. Construction of boundary wall, fencing and security system.	
	iii. Landscaping and plantation work	
	iv. Procurement and providing of Vehicle for inspection	100% on submission of registration certificate of vehicle & physical delivery
	c) Cost of providing drivers during entire build design	Reimbursement of monthly salary as per pay slip with payment of running bills
2	Providing, laying & commissioning of HT line from GSS to each Pump house	1. Stage I: Supply of components with testing of each unit – 50% 2.Stage II: Installation – 25% 3.Stage III : Commissioning- 25%
3	<b>Road</b>	As per satisfactory completion of the items envisaged in BOQ and recorded in MB by the department.

**d. HEM Works**

<b>SN</b>	<b>Activity</b>	<b>Stage I</b>	<b>Stage II</b>	<b>Stage III</b>
1	Providing, installation, testing and commissioning of Mechanical Equipment	50% after Supply of components with testing of each unit	25 % after Installation	25% after commissioning
2	Installation of Electrical Equipment	50% after Supply of components with testing of each unit	25 % after Installation	25% after commissioning
3	Installation of Instrumentation and Control Equipment	50% after Supply of components with testing of each unit	25 % after Installation	25% after commissioning

**Automation of System by PLC-SCADA**

1. Stage I :on supply and installation 60%
2. Stage II :Testing and calibration of individual SCADA of each Unit 20%
3. Stage III: Testing and calibration of integrated SCADA system off line and online 20%

**Price schedule for operation and maintenance**

<b>Item</b>	<b>Payments</b>
Cost of O&M after completion of works	Quarterly basis as per work done

Note: For any other activity not covered under above, contractor will submit payment schedule after ascertaining requirement of work in consultation with department & submit to owner for approval.

## Section XI : Indicative Activity Schedule of Project

<b>Indicative Activity Schedule of the Project</b>		
<b>S.No.</b>	<b>Activity</b>	<b>Cumulative Completion Period from Date of Start</b>
1	Design, Drawing & Geological Investigation including obtaining Necessary clearances, Construction of Basic Infrastructures Obtaining Stage 1st Forest Clearance	6 months
2	Start Excavation for Foundation of Barrage & concerting work of foundation, grouting works etc , Earthwork for Embankment and Concreting for Barrage, setup on HM workshop . completion of infrastructure works. 2D & 3 D Model studies & its approval	1 Year
3	Approval of design & drawings of Civil & HM works, , Obtaining final clearance for diversion of forest land. Start work on diverted forest land, concerting for main structures of Barrage portion	1.5 Years
4	Civil & HM works on main barrage , completion of earthwork for tie bund, start construction of various components of Barrage	2 years
2	Concreting of components of Barrages and Manufacturing of Hydro-Mechanical Components & Erection of Walk-Way Bridge	3 Year
3	Erection of Hydro Mechanical Component , Testing and Commissioning of project in all respect	4 Year



# SECTION - XII

## CASH FLOW STATEMENT

**Cash Flow Statement**

(Annexure –II)

Bidder's Name & Address .....

To  
Chief Engineer  
Water Resources Zone  
Kota

Dear Sir,

The following are our quarterly Cash flow statement for complete scope of work as per bid document.

S.No.	Particulars of inflow	1 <sup>st</sup> Quarter	Quarter-wise Cash Draws		
			IInd Quarter	IIIrd Quarter	till last Quarter
1	2	3	4	5	6

- |   |  |
|---|--|
| 1 | Planning, Designing & Engineering        |
| 2 | Civil Works                              |
| 3 | Interim Payment                          |
| 4 | Dispatch Payment                         |
| 5 | Receipt Payments                         |
| 6 | Inland Transportation & Inland Insurance |
| 7 | Erection Charges                         |
| 8 | Other Payment (If any)                   |
| 1 | Final Payment                            |

Date :  
Place :

(Signature) .....  
(Printed Name) .....  
(Designation) .....  
(Commos Seal) .....

Note :-

1. Bidder to indicate currency – wise draws for each Quarter against each item.
2. Bidder to indicate rate of interest per annum on Down payment.
3. Additional sheets, of like size and format may be used as per Bidder's requirement and shall be annexed to this Schedule.