

General Conditions Of Contract

A. GENERAL:

1. Definition

1.1. Terms, which are defined in the Contract Data, are not also defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms.

Approved means approved in writing, including subsequent written information of previous verbal approval and "Approval" means approval in writing including as aforesaid.

Bill of Quantities/ Schedule of Quantities means the priced and completed Bill of Quantities forming part of the Bid.

Client means the administrative department on whose behalf the Employers has agreed to execute under this contract.

Compensation Events are those defined in Clause 40 hereunder.

The Completion Date is the date of completion of the Works as certified by the Engineer, in accordance with Clause 48.1.

The Consultant shall mean consultant appointed by the department for preparation of comprehensive detailed project report of the project.

The Contract is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in Clause 2.3.

The Contract Data defines the documents and other information, which comprise the Contract.

The Contractor is a person or corporate body who's Bid to carry out the Works has been accepted by the Employer.

The Contractor's Bid is the completed bidding document submitted by the Contractor to the Employer.

The Contract Price is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

Days are calendar days; months are calendar months.

A Defect is any part of the Works not executed in accordance with the specifications and/or Contract.

The Defects Liability Certificate is the certificate issued by Engineer, after the Defect Liability Period has ended and upon correction of Defects by the Contractor.

The Defects Liability Period is one year calculated from the Completion and Handing over Date of the Works including at least one rainy season. Provided that, in event of different

Defects Liability Periods being applicable to different sections or parts of the permanent works, the expression Defects Liability Period shall, for the purposes of this contract, be deemed to mean the expiration of the latest of such periods.

Drawings means the drawings prepared and issued by the Consultant and referred to in the tender and specifications and any modifications of such drawings and such other drawings, calculations and technical information of a like nature as may, from time to time, be issued by the consultant.

The Employer is the party as defined in the Contract Data, who employs the Contractor to carry out the Works. The Employer may delegate any or all functions to a person or body nominated by him for specified functions.

The Engineer is the person named in the Contract Data (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Engineer) who is responsible for supervising the execution of the Works and administering the Contract.

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

GST shall mean Goods and Service Tax- Central, State and Inter State.

The Initial Contract Price is the Contract Price listed in the Employer's Letter of Acceptance.

The Intended Completion Date 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 by issuing an extension of time.

Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.

Market Rate shall be the rate as decided by the Engineer on the basis of the cost of materials and labour at the site where the work is to be executed plus 10% to cover, all overheads and profits etc. Provided that no extra overheads and profits shall be payable on the part(s) of work assigned to other agency(s) by the contractor as per terms of contract

Plant is any integral part of the Works that shall have a mechanical, electrical, electronic, chemical, or biological function.

The Site is the area defined as such in the Contract Data.

Site Investigation Reports are those that are available with the Detailed Project Report (DPR).

Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Engineer.

The Start Date is given in the Contract Data. It is the date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.

A Sub-Contractor is a person or corporate body who has a Contract with the Contractor to carry out specialized part of the construction work under the Contract.

Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.

A Variation is an instruction given by the Engineer, which varies the Works. The Works, as defined in the Contract Data, are what the Contract requires the Contractor to construct & hand over to the Client.

The Works shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.

2. Interpretation:

- 2.1. In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Engineer will provide instructions clarifying queries about these Conditions of Contract.
- 2.2. If component wise completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any component of the Works (other than references to the Completion Date and Intended Completion Date for whole of the Works).
- 2.3. 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. The documents forming the Contract shall be interpreted in the following order of priority:
 - (1) Agreement,
 - (2) Notice to Proceed with the Work,
 - (3) Letter of Acceptance,
 - (4) Contractor's Bid,
 - (5) Contract Data,
 - (6) Special Conditions of Contract Part II,
 - (7) General Conditions of Contract Part I,
 - (8) Specifications,
 - (9) Drawings,
 - (10) Bill of Quantities, and
 - (11) Any other document listed in the Contract Data.
- 2.4. In the case of discrepancy between the schedule of Quantities, the Specifications and/ or the Drawings, the following order of preference shall be observed:-

- i. Description of Schedule of Quantities.
 - ii. Particular Specification and Special Condition, if any.
 - iii. Drawings.
 - iv. PWD Specifications.
 - v. CPWD Specifications.
 - vi. Indian Standard Specifications of B.I.S.
- 2.5. If there are varying or conflicting provisions made in any one document forming part of the contract, the Tender Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.
- 2.6. Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised there in according to drawings and specifications or from any of his obligations under the contract.
- 2.7. In case of errors, omissions and / or disagreement between written and scaled dimensions on the drawings or between the drawings and specifications, etc. the following order of precedence shall apply:
- (i) Between scaled and written dimension (or description) on drawing, written dimension shall be adopted.
 - (ii) Between the written or shown description or dimensions in the drawings and the corresponding one in the specification, the former shall be taken as correct.
 - (iii) Between the written description of the item in the specifications and descriptions in the bill of Quantities of the same item, the latter shall be adopted.
- 2.8. Between the duplicate / subsequent copies of the tender and original tender, the original tender shall be taken as correct.
- 2.9. All documents forming the Contract are to be taken as mutually explanatory of one another. But in case of ambiguity or discrepancies in conditions or specifications the same shall be explained and adjusted by Engineer. In case the Contractor does not agree with the explanation given by the Engineer, then the matter, on his written notice, will be referred to the Employer and his decision shall be final and binding to the contractor.
- 2.10. In all cases of omissions and for doubts or discrepancies in any of the items or specifications, a reference shall be made to the Engineer. Elucidation, elaboration or decision of the engineer shall be considered as authentic. The Contractor shall be held responsible for any error that may occur in the work through lack of such reference and precaution.

- 2.11. Any dispute arising due to typing mistakes/ omissions in the document shall be mutually discussed between Contractor and Engineer and the decision of the Engineer will be final and binding on the contractor in the matter.

3. Language and Law:

- 3.1. The language of the Contract and the law governing the Contract are stated in the Contract Data.

4. Engineer's Decisions:

- 4.1. Except where otherwise specifically stated, the Engineer will decide contractual matters between the Employer and the Contractor in the role representing the Employer. However, if the Engineer is required under the rules and regulations and orders of the Employer to obtain approval of some other authorities for specific actions, he will so obtain the approval.

5. Delegation:

- 5.1. The Engineer, with the approval of the Employer, may delegate any of his duties and responsibilities to other people, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.

6. Communications:

- 6.1. All Certificate, notices or instructions to be given to the contractor by Employer / Engineer shall be sent on the address or contact details given by the contractor in Section 3- Form IX of Bid. The address and contact details for communication with the Employer/ Engineer shall be as per the details given Contract Data to GCC. Communications between parties that are referred to in the conditions shall be in writing. The Notice sent by Facsimile (fax) or other electronic means shall be effective on confirmation of the transmission. The Notice sent by Registered post or Speed post shall be effective on delivery or at the expiry of the normal delivery period as undertaken by the postal service.

7. Subcontracting:

- 7.1. The contractor may, on written approval of Engineer, subcontract specialized part of the construction work with the approval of the Engineer in writing, up to total of 25% of the contract price but will not assign the Contract. Subcontracting shall not alter the contractor's obligations. Payments for such sub-contracted works will be made to the Contractor as per terms of the contract.
- 7.2. Beyond what has been stated in clause 7.1, if the contractor proposes sub-contracting any part of the work during execution of the works, because of some unforeseen circumstances

to enable him to complete the work as per terms of the contract, the Engineer will consider the following before according approval:

- a) The Contractor shall not sub-contract the whole of the works.
 - b) The Contractor shall not sub-contract any part of the work without prior consent of the Engineer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any his sub-contractor, his agents or workmen as fully as if they were the acts, defaults or neglects of the Contractor, his agents and workmen.
- 7.3. The Engineer will satisfy himself before approving sub-contracting of specialized part of the work whether -
- a) The nature of specialized work warrants such sub-contracting: and
 - b) The sub-contractor so proposed for the work possess the experience, qualification and equipment necessary for the job proposed to be entrusted to him in proportion of the Quantum of works to be sub-contracted.

8. Other Contractors:

- 8.1. If in a particular site more than one contractor is working, the contractor shall, in a most harmonious way, co-operate and share the site with other contractors, public authorities and the employer.
- 8.2. The contractor should take up the work in a manner as decided by the Engineer to ensure there is least hindrance to the smooth flow of materials including movement of vehicles and equipment of other contractors till the completion of the works.

9. Personnel:

- 9.1. The Contractor shall employ for the construction work technical personnel named in the Contract Data or other technical persons approved by the Engineer. The Engineer will approve any proposed replacement of technical personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel stated in the Contract Data.
- 9.2. If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the Works in the Contract.
- 9.3. The Contractor shall not employ any retired Govt. officer who has worked in any Engineering Department/PSU/Nigam of the State Government and has either not completed two years after the date of retirement or has not obtained appropriate permission for employment with the Contractor.

- 9.4. The contractor shall not be permitted to bid for works under supervisory control of General Manager and Project Manager concerned who is responsible for execution of contracts, in which his near relative is posted. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any officer in the C&DS. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of C&DS and make him liable for black listing.
- 9.5. If the contractor fails to employ personnel as specified in the Contract Data, recovery shall be made at the rates specified in the Contract Data.

10. Employer's and Contractor's Risks:

- 10.1. The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks that this Contract states are Contractor's risks.

11. Employer's Risks:

- 11.1. The Employer is responsible for the excepted risks which are in so far as they directly affect the execution of the Works in the Employer's country, the risks of war, 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), natural calamities and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive.

12. Contractor's Risks:

- 12.1. 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, referred to in clause 11.1, are the responsibility of the Contractor.

13. Insurance: (Applicable for cost of work put to bid being more than Rs. 40.00 Lacs)

- 13.1. The Contractor at his cost shall provide insurance cover issued by a public sector general insurance company, in the joint names of the Employer and the Contractor, valid from the Start Date to the end of defect liability period, for the following events which are due to the Contractor's risks:
- a) **Contractor's All Risk Insurance:** The Contractor shall insure the work for a sum equivalent to the Contract value together with materials and plants for incorporation therein, to the full replacement cost and it being understood that such insurance shall

provide for compensation to be payable to rectify the loss or damage incurred and an additional sum of 15% of such replacement cost to cover any additional costs of and incidental to rectification of loss or damage including professional fees and the cost of demolishing and removing any part of the work and of removing debris of whatever nature and it being understood that such insurance shall provide for compensation being payable to rectify loss or damage incurred or such additional sums as specified and interests of the C&DS/Client against all Risks, claims, proceedings, losses or damages, costs, charges and expenses from whatsoever arising out of in consequence of the execution and maintenance of the work for which the contractor is responsible under the Contract.

- b) **Workmen Compensation & Employer's Liability Insurance:** This insurance shall be effected for all the Contractor's employees engaged in performance of the contract. The C&DS/Employer/Client shall not be liable in respect of any damages or compensation payable at law in respect of or in consequence of any accident or injury to any workman or any other person employed by the contractor and the Contractor shall indemnify and keep indemnified the C&DS/Employer/Client against all such damages and compensation and against all claims, demands, proceedings, costs, charges & expenses, whatsoever in respect of or in relation thereof.
- c) **Third Party Insurance.** The Contractor shall be responsible for making good to the satisfaction of the Engineer any loss or any damage to all structures and properties belonging to the C&DS, U.P. Jal Nigam / Client or being executed or procured or being procured by the C&DS, U.P. Jal Nigam / Client Department or of the other agencies within the premises of all work of the C&DS, U.P. JAL NIGAM / Client if such loss or damage is due to fault and or the negligence or willful acts or omissions of the contractor, his employees, agents, representatives.
- d) The contractor shall take sufficient care in moving his plants, equipment and materials from one place to another so that they do not cause any damage to any person or to the property of the C&DS, U.P. Jal Nigam / Client Department or any third party including overhead and underground cables and in the event of any damage resulting to the property of the C&DS, U.P. Jal Nigam / Client Department or to a third party during the movement of the aforesaid plant, equipment or materials, the cost of such damages including eventual loss of production, operation or services in any plant or establishment as estimated by the C&DS, U.P. Jal Nigam / Client Department or ascertained or demanded by the third party, shall be borne by the contractor.
- e) Before commencing the execution of the work, the contractor, shall insure and indemnify and keep the C&DS, U.P. Jal Nigam / Client Department harmless of all claims, against the contractor's liability for any materials or physical damage, loss or

injury which may occur to any property, including that of the C&DS, U.P. Jal Nigam / Client Department or to any person including any employee of C&DS, U.P. Jal Nigam/ Client Department, or arising out of the execution of the work or in the carrying out of the contract, otherwise than due to the matters referred to in the provision to (a) above. Such insurance shall be affected for an amount sufficient to cover such risks. The terms shall include a provision whereby, in the event of any claim in respect of which the contractor, would be entitled to receive/indemnify under the policy being brought or made against the C&DS, U.P. Jal Nigam, Client Department, the insurer shall willfully indemnify C&DS, U.P. Jal Nigam / Client Department against such claims and any costs, charges and expenses in respect thereof.

- f) The contractor shall also at all times indemnify the C&DS, U.P. Jal Nigam / Client Department against all claims, damages or compensation under the provisions of Payment or Wages Act, 1936, Minimum Wages Act, 1948, Employer's Liability Act, 1938, the Workman's Compensation Act, 1947, Industrial Disputes Act, 1947 and Maternity Benefit Act, 1961, or any modification thereof or any other law relating thereof and rules made there under from time to time.
- g) The Contractor shall also at his own cost carry and maintain any and all other insurance(s) which may be required for the Contractor's Equipment and other things brought onto the Site by the Contractor, for a sum sufficient to provide for their replacement at the Site
- h) The Contractor shall also at his own cost carry and maintain any and all other insurance(s) which he may be required to take out under any law or regulation from time to time. He shall also carry and maintain any other insurance, which may be required by the Engineer.
- i) **Cross liabilities:-** The insurance policy shall include a cross liability clause such that the insurance shall apply to the contractor and to the C&DS, U.P. Jal Nigam/ Client Department as separate insured.

13.2. The Contractor shall prove to the Engineer-in- charge from time to time he has taken out all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till expiry of the Defects Liability Period;

13.3. Evidence and Ter`ms of Insurance:

The Contractor shall provide evidence to the Engineer as soon as practicable after the respective insurance have been taken out but in any case prior to the start of work at the Site that insurance required under the Contract have been effected and shall, within 84 days of the Commencement Date, provide the insurance policies to the C&DS, U.P. JAL

NIGAM/Client Department. When providing such evidence and such policies to the C&DS, U.P. JAL NIGAM/Client Department, the Contractor shall notify to the Engineer also. Such insurance policies shall be consistent with the general terms agreed prior to the issue of the Letter of Acceptance. The Contractor shall effect all insurance for which he is responsible with insurers and in terms approved by C&DS, U.P. Jal Nigam.

13.4. Adequacy of Insurance:

The Contractor shall notify the insurers of changes in the nature, extent or programme for the execution of the Works and ensure the continuity and adequacy of the insurance at all times in accordance with the terms of the Contract and shall, when required, produce to the Consultant the insurance policies in force and the receipts for payment of the current premiums.

13.5. The aforesaid insurance policies shall provide that they shall not be cancelled till the Engineer-in-charge has agreed for cancellation.

13.6. Remedy on the contractor's failure to insure:

If the contractor shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the terms of the contract then and in any such case Engineer may without being bound to, effect and keep in force any such insurance and pay such premium or premiums, as may be necessary for that purpose and from time to time deduct the amount so paid by the Engineer from any moneys due or which may become due to the contractor or recover the same as a debt due from the contractor.

13.7. Compliance with Policy Conditions:

In the event that the Contractor fails to comply with conditions imposed by the insurance policies effected pursuant to the Contract, the Contractor indemnifies the C&DS, U.P. Jal Nigam/Client Department against all losses and claims arising from such failure.

13.8. Insurance policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the Start Date. All such insurance shall provide for compensation to be payable in Indian Rupees.

13.9. The Alterations to the terms of insurance shall not be made without the approval of the Engineer. Both parties shall comply with any conditions of the insurance policies.

14. Site Investigation Reports:

- 14.1. The Contractor, in preparing the Bid, may rely on any Site Investigation Reports referred to in the Contract Data, supplemented by any other information available to him, before submitting the bid.

15. Queries about the Contract Data:

- 15.1. The Engineer will clarify queries on the Contract Data.

16. Contractor to Construct the Works:

- 16.1. The Contractor shall construct commission & hand over the Works in accordance with the Specifications and Drawings.
- 16.2. The contractor shall construct the works by adopting latest and environment friendly technology required to ensure the quality of works as per specifications. The contractor shall deploy the equipment and machinery as given in Contract Data.
- 16.3. The contractor shall supply at his own cost all labour, skilled and un-skilled and all things necessary (except such special things, if any, as may in accordance with the specifications be supplied from the Engineer's stores) such as plants, tools, appliance, implements, ladders, cordage, tackle, scaffolding, shoring, strutting, pumps boilers, fuel oils, packing, derricks, boring tools winches and power as well as all other apparatus and temporary works requisite or proper for the proper execution of the work, whether original, altered or substituted and whether included in the specification or other documents forming part of the contract or referred to in those conditions or not which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer as to any matter as of which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage here to for and from the works. The contractor shall also supply without charge the requisite number of persons and things necessary for the purpose of setting out the works, and counting, weighing and assisting in the measurement and examination at any time and from time to time, the work done, or materials, supplied by him. Failing his doing so the same may be provided by the Engineer at the expense and risk of the contractor and the expense (of which the certificate of the Engineer shall be final) may be deducted from any money due to contractor under this contract or from his security deposit. The contractor shall also provide at his own expense all necessary fencing and lights required to protect the public from accident and shall assume all liability for and indemnify the Employer against all actions or suits arising out of or in connection with the carrying out the works whether such actions are brought by members of the public neighboring owners or workman employed on the works save only actions for permanent interference with easements to which the site may be subject at law or inequity or otherwise arising out of the Employer's title to the site. The contractor shall carrying out

the works other legal enactments applicable to them and gives all notice and pay all fees payable to local authorities and others in respect of them. The contractor shall be responsible for the adequacy, strength and safety of all shoring, strutting, curbing, bonding, brick work, masonry, concrete, permanent or temporary, appliances, matters and things furnished by him for the purpose of this contract.

- 16.4. The description given in the schedule of quantities shall, unless otherwise stated, be held to include wastage of materials, cartage and carriage, carrying and return of empties, hoistings, shaping, fitting and fixing in position and all other labour necessary in and for the full execution and completion of the works as aforesaid and in accordance with good practice and recognized principles.

17. The Works to Be Completed by the Intended Completion Date:

- 17.1. Time is essence of the Contract. The Contractor shall commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Programme submitted by the Contractor, as updated with the approval of the Engineer, and complete them by the Intended Completion Date.

18. Approval by the Engineer:

- 18.1. The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Engineer, who is to approve them.
- 18.2. The Contractor shall be responsible for design of Temporary Works.
- 18.3. The Engineer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 18.4. The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
- 18.5. All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Engineer before their use.

19. Safety:

- 19.1. The Contractor shall be responsible for the safety of all materials and activities on the Site.

20. Discoveries:

20.1. Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Engineer of such discoveries and carry out the Engineer's instructions for dealing with them.

21. Possession of the Site:

21.1. The Employer shall handover complete or part possession of the site to the Contractor, 7 days in advance of construction programme.

22. Access to the Site:

22.1. The Contractor shall allow access to the Site and to any place where work in connection with the Contract is being carried out, or is intended to be carried out to the engineer and any person/persons/agency authorized by:

- a) The Engineer
- b) The Employer
- c) The Client.

23. Instructions:

23.1. The Contractor shall carry out all instructions of the Engineer, which comply with the applicable laws where the Site is located.

24. Dispute Redressal System:

24.1. If any dispute or difference of any kind what-so-ever shall arise in connection with or arising out of this Contract or the execution of Works there under, whether before its commencement or during the progress of Works or after the termination, abandonment or breach of the Contract, it shall, in the first instance, be referred for settlement to the competent authority, described along with their powers in the Contract Data, above the rank of the Engineer. The competent authority shall, within a period of forty-five days after being requested in writing by the Contractor to do so, convey his decision to the Contractor. Such decision in respect of every matter so referred shall, subject to review as hereinafter provided, be final and binding upon the Contractor. In case the Work is already in progress, the Contractor shall proceed with the execution of the Works pending receipt of the decision of the competent authority as aforesaid, with all due diligence.

- 24.2. Either party will have the right of appeal, against the decision of the competent authority, to the arbitration if the amount appealed exceeds rupees one lakh.

25. Procedure for Resolution of Disputes:

- 25.1. The Competent Authority mentioned in clause 24.1 shall give a decision in writing within 45 days of receipt of a notification of a dispute.
- 25.2. Either party may refer a decision of the Competent Authority to Arbitration within 28 days of the Competent Authority's written decision. Arbitration shall be under the Arbitration and Conciliation Act 1996. Parties, before or at the time of appointment of Arbitral Tribunal may agree in writing for fast track arbitration as per the Arbitration and Conciliation Act, 1996 (26 of 1996) as amended in 2015.
- 25.3. If neither party refers the dispute to Arbitration within the above 28 days, the Competent Authority's decision will be final and binding.

25.3.1. It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed, if any, in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the decision of the Competent Authority.

25.3.2. It is also a term of this contract that member (s) of the Arbitration Tribunal shall be a working/retired Chief Engineer Level (II/I) of U P Jal Nigam with experience in handling public works engineering contracts. This shall be treated as a mandatory qualification to be appointed as arbitrator.

- 25.4. The Arbitration shall be conducted in accordance with the following procedure, in case Initial Contract Price is more than Rs. **100.00** Crore:-

- a) In case on a decision of the Competent Authority in a dispute or difference arising between the Employer and a Contractor relating to any matter arising out of or connected with this Agreement, the matter will be referred to an Arbitral Tribunal. The Arbitral Tribunal shall consist of three Arbitrators, one each to be appointed by the Employer and the Contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties and shall act as presiding Arbitrator. In case of failure of the two Arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Arbitrator appointed subsequently, the presiding Arbitrator shall be appointed by Director, C&DS, U P Jal Nigam.
- b) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above within 30 days after receipt of the notice of the appointment of its

arbitrator by the other party, then he shall be appointed **appointed by Director, C&DS, U P Jal Nigam.**

- c) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitral Tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

- 25.5. Where the Initial Contract Price as mentioned in the Acceptance Letter is Rs. **100.00** Crore and below, disputes and differences in which an Adjudicator/Competent Authority has given a decision shall be referred to a sole Arbitrator. The sole Arbitrator would be appointed by the agreement between the parties; failing such agreement within 15 days of the reference to arbitration, he shall be appointed **by Director, C&DS, U P Jal Nigam.**
- 25.6. Arbitration proceedings shall be held at Lucknow(U.P.), India or such place as may be fixed by the Arbitral Tribunal in consultation with both the parties. Failing any such agreement, the Arbitral Tribunal shall decide the venue. The language of the arbitration proceedings shall be English or as decided by the Arbitrator/ Tribunal. However language that of all documents and communications between the parties can be English or Hindi.
- 25.7. Performance under the contract shall continue even after reference to the arbitration and payments due to the contractor by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.

B. TIMECONTROL:

26. Programme:

- 26.1. Within the time stated in the Contract Data, the Contractor shall submit to the Engineer for approval a Programme showing the general methods, arrangements, order, and timing for all the activities in the Works, along with monthly cash flow forecasts for the construction of works.
- 26.2. The Contractor shall submit the list of equipment and machinery being brought to site, the list of key personnel being deployed, the list of machinery/ equipments being placed in field laboratory and the location of field laboratory along with the Programme. The Engineer shall cause these details to be verified at each appropriate stage of the programme.
- 26.3. An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining works, including any changes to the sequence of the activities.

- 26.4. The Contractor shall submit to the Engineer for approval an updated Programme at intervals of 60 Days or no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Programme within this period, the Engineer may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.
- 26.5. The Engineer's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer again at any time. A revised Programme shall show the effect of Variations and Compensation Events.
- 26.6. **Record of Hindrance-** Contractor shall be liable to inform within seven day from the event of any hindrance in work due to the circumstances beyond his control, delay in issue of stores with regard to materials needed immediately during the progress of work, or hindrance in work by Client department /any other department. Engineer shall receive and may allow the record of hindrance to the extent as considered justifiable by Engineer in the following form prescribed below which will become the part of agreement.

Date & Letter No. of contractor on starting the hindrance	Date of start of hindrance	Date of end of hindrance	Nature and details of hindrance	Remarks and recommendation	Sign. of P.M. allowing the hindrance

Contractor should note that the above record of hindrance shall not entitle him for any claim or increase in rates but shall only verify and record his eligibility considerations with regard to extension of time if he at all applies.

27. Extension of the Intended Completion Date:

- 27.1. The Engineer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining Works, which would cause the Contractor to incur additional cost.
- 27.2. The Engineer shall decide whether and by how much time to extend the Intended Completion Date within 60 days of the Contractor asking the Engineer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to cooperate in dealing with a delay, the delay by

this failure shall not be considered in assessing the new Intended Completion Date. Non application by the contractor for extension of time shall not be a bar for giving fair and reasonable extension by the Employer and his decision shall be binding on the contractor.

27.3. However, such extension/extensions of the Intended Completion Date may, at the discretion of the Employer, be subject to approval by Client Department.

27.4. The time available for completion of work, as determined by such extended completion date under clauses 27.1 to 27.3 shall be of essence and shall be adhered religiously.

28. Delays Ordered by the Engineer:

28.1. The Engineer may instruct the Contractor to delay the start or progress of any activity within the Works. Delay/delays totaling more than 30 days will require prior written approval of the Employer.

29. Management Meetings:

29.1. The Engineer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the plans for the Works.

29.2. The Engineer shall record the business of management meetings and provide copies of the record to those attending the meeting. The responsibility of the parties for actions to be taken shall be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all those who attended the meeting.

C. QUALITY CONTROL:-

30. Identifying Defects:

30.1. The Engineer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer considers may have a Defect.

30.2. If during construction or after construction, Client/ Government orders inspection by TAC or any other agency of the works and the final bills of the contractor including all supporting vouchers, abstract, etc., 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 Employer to recover the same from him in the manner prescribed in this contract 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 Employer to the contractor, without any interest thereon whatsoever.

Provided that the Employer shall not be entitled to recover any sum over paid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Engineer on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Engineer.

- 30.3. **Contractor Liable for Damages, Defects during defect liability period:** If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatsoever or if any defect, shrinkage or other faults appear in the work within twelve months of handing over of the project arising out of defect or improper materials 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 may cause the same to be made good by other workmen 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 security deposit or the proceeds of sale thereof or of a sufficient portion thereof. If any amount still remains unrecovered the same shall be treated as a debt due and will be recovered as per law. **The security deposit of the contractor shall not be refunded before the expiry of defect liability period of twelve months after handing over of work to Client/ Government, or till the final bill has been prepared and passed whichever is later.**
- 30.4. The Contractor shall be responsible for safety of assets so created till the completed work has been duly handed over to the Client.

31. Tests:

- 31.1. For Carrying out mandatory tests as prescribed in the specification. The Contractor shall establish field laboratory at the location decided by Engineer. The field laboratory will have minimum equipments as specified in the Contract Data. The contractor shall be solely responsible for :
- a. Carrying out the mandatory tests prescribed in the latest CPWD Specifications, Volume-I & II and UPPWD Scheduled Specifications.
 - b. For the correctness of the test results, whether preformed in his laboratory or elsewhere.
- 31.2. If the Engineer instructs the Contractor to carry out a test not specified in the Specification or to carry out these tests from independent laboratories (NABL Accredited / Govt. Technical Institutes or otherwise) to ensure proper quality control, the Contractor shall pay for the test including transportation costs thereon and any samples.

- 31.3. The contractor shall ensure quality control measures on different aspects of construction including materials, workmanship and correct construction methodologies to be adopted. He shall have to submit quality assurance programme within two weeks of the award of work. The quality assurance programme should include method statement for various items of work to be executed along with check lists to enforce quality control.
- 31.4. The contractor shall get the source of all other materials, not specified elsewhere in the document, approved from the Engineer. The contractor shall stick to the approved source unless it is absolutely unavoidable. Any change shall be done with the prior approval of the Engineer for which tests etc. shall be done by the contractor at his own cost. Similarly, the contractor shall submit brand/ make of various materials as specified in list of preferred makes and which are proposed to be used for work, for the approval of the Engineer along with samples and once approved, he shall stick to it.
- 31.5. The contractor shall submit shop drawings of staging and shuttering arrangement, aluminum work, fabrication work, electrical work and other works as desired by Engineer for his/ Architect's/consultant's approval at least one month before execution. The contractor shall also submit bar bending schedule for approval of Engineer before execution.
- 31.6. **Third Party Quality Control/Assurance:** Third part quality control/assurance may be conducted by Employer by IIT/NIT/ Government Engineering College/Government Institutes or any other Empanelled agency at least once in three months. The contractor has to provide all necessary assistance and has to submit compliance report within targeted time frame. All expenditure for Third part quality control/assurance shall be borne by the contractor **unless specifically reimbursed by the Client Department separately.**

32. Correction of Defects noticed during the Defect Liability Period:

- 32.1. The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins after Completion & Handing over of the Works to the Client. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 32.1.1.1. Every time notice of Defect/Defects is given, the Contractor shall correct the notified Defect/Defects within the duration of time specified by the Engineer's notice.
- 32.1.1.2. The Defect rectification shall be considered as addressed properly subject to Engineer's as well as Client's satisfaction.
- 32.2. The Engineer may at his discretion follow RFI (Request for Inspection) system for execution of work.

33. Uncorrected Defects:

- 33.1. If it shall appear to the Engineer or his subordinate in charge of the work that any work or part has been executed with imperfect or unskilled workmanship or with materials of any inferior description or that any materials or articles provided by the contractor for the execution of the works are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract the contractor shall on demand in writing from the Engineer specifying the work, materials or articles complained of, forth-with rectify, remove demolish and 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 provide other proper and suitable materials or articles at his own proper charge and cost, and in the event of his failing to do so within a period to be specified by the Engineer in his demand aforesaid, then the contractor shall be liable to pay compensation at the rate of one percent or such smaller amount as the Employer (whose decision in writing shall be final) may decide on the amount of the cost of the whole work for every day not exceeding ten days, while his failure to do so shall continue, and in case of any such failure the Engineer may rectify remove, demolish and reconstruct the works, or remove and replace with others, the material or articles complained of as the case may be at the risk and expense in all respects of the contractor and such expenses may be deducted from such sum as may be due to the contractor or may become due to him and from his security deposit. A certificate by the Engineer as to the amount of the expenses incurred shall be final and binding upon the contractor.

D. COST CONTROL:-

34. Bill of Quantities and Measurement of Work Done:

- 34.1. The Bill of Quantities shall contain items for the construction, installation, testing, and commissioning, to be done by the Contractor.
- 34.2. The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item for the construction of Works subject to the adjustment as per quoted percentage rates. The quantities mentioned in Schedule 'G' may vary on either side upto any extent for which no claim whatsoever shall be entertained.
- 34.3. All measurements and levels shall be taken jointly by Engineer or his authorized representative and by the contractor or his authorized representative from time to time during the progress of the work and such measurements shall be signed and dated by the Engineer and the contractor or their representatives, in token of their acceptance. 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.

- 34.4. If for any reason the contractor or his authorized representative is not available and the work of recording measurements is suspended by the Engineer or his representative, the Engineer and the Department 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 a week from the date of the measurement, then such measurements recorded in his absence by the Engineer or his representative shall be deemed to be accepted by the Contractor.
- 34.5. The contractor shall, without extra charge, provide all assistance with every appliance, Labour and other things necessary for measurements and recording levels.
- 34.6. Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available, then a mutually agreed method shall be followed.
- 34.7. The Engineer or his authorised representative may cause either themselves or through another officer of the department 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.
- 34.8. It is also a term of this contract that recording of measurements of any item of work in the 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 over measurement or defects noticed till completion of the defects liability period.
- 34.9. **Notice to be given before work in covered up:** The contractor shall give not less than seven days' notice in writing to the Engineer, or his duly authorized person for recording the measurement of any work, in order that the same may be measured, and correct dimensions thereof be taken before the same is so cover up or place beyond the reach of measurement. If any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expenses and no payment or allowance shall be made for such work or the materials with which the same was executed.

35. Variations:

- 35.1. The Engineer shall, having regard to the scope of the Works and the sanctioned estimated cost, have power to order, in writing, variations within the scope of the Works he considers

necessary or advisable during the progress of the Works. Such Variations shall form part of the Contract and the Contractor shall carry them out and include them in updated Programmes produced by the Contractor. Oral orders of the Engineer for Variations, unless followed by written confirmation, shall not be taken into account.

36. Payments for Variations:

- 36.1. If rates for variation/supplement items are specified in Bill of Quantity, the contractor shall carry out such work at the same rate. This shall apply for variation only up to the limit prescribed in the contract data. If the variation exceeds this limit, the rates shall be derived under the provision of clause 36.3 for quantities (higher or lower) exceeding the deviation limit.
- 36.2. If the rates for Variation/Supplement items are not specified in the Bill of Quantities, the Engineer shall derive the rate from similar items in the Bill of Quantities.
- 36.3. If the rate for Variation/Supplement items cannot be determined in the manner specified in Clause 36.1 or 36.2, the Contractor shall, within 14 days of the issue of order of variation work, inform the Engineer the rate which he proposes to claim, supported by analysis of the rates, which shall include invoices, vouchers etc. and manufacturer's specifications for the work failing which the rate approved by Engineer shall be binding. The Engineer shall assess the quotation and determine the rate based on prevailing market rates within one month of the submission of the claim by the Contractor. As far as possible, the rate analysis shall be based on the standard engineering practices and the current schedule of rates of the district public works department/DSR. The decision of the Engineer on the rate so determined shall be final and binding on the Contractor.
- 36.4. **Lump Sum Provisions in Tender:** When the estimate on which a tender is made includes lump sum in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Engineer capable of measurement, the Engineer may at his discretion pay the lump-sum amount entered in the estimate, and the certificate in writing of the Engineer shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of the clause.

37. Cash Flow Forecasts:

- 37.1. When the Programme is updated, the Contractor shall provide the Engineer with an updated cash flow forecast.

38. Payment Certificates:

- 38.1. The payment to the contractor will be as follows for construction work:

- (a) The Contractor shall submit to the Engineer fortnightly/ monthly statements of the value of the work executed less the cumulative amount certified previously supported with detailed measurement of the items of work executed in measurement books authorised by Employer. ***For the purpose of payment the Contractor has to submit invoice prescribed under the GST act/rules showing incidence of GST as applicable on the date of invoice separately, failing which the Engineer may refuse to make payment.***
- (b) The Engineer shall check the Contractor's fortnightly/monthly statement within 14 days and certify the amount to be paid to the Contractor.
- (c) The value of work executed shall be determined, based on measurements by the Engineer.
- (d) The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.
- (e) The value of work executed shall also include the valuation of Variations and Compensation Events.
- (f) The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- (g) The Payment of final bill shall be governed by the provisions of **clause 50** of GCC.

39. Payments

- 39.1. Payments shall be adjusted for deductions for advance payments, security deposit, other recoveries in terms of the Contract and taxes at source, as applicable under the law. The Engineer shall endeavour to pay the Contractor the amounts he has certified within forty five days of the date of each certificate.
- 39.2. The Employer may appoint another authority, as specified in the Contract Data (or any other competent person appointed by the Employer and notified to the contractor) to make payment certified by the Engineer.
- 39.3. Items of the Works for which no rate or price has been entered in the Bill of Quantities, will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.
- 39.4. The interim or running account bills shall be submitted by the contractor for the work executed on the basis of recorded measurements on the format as approved by the Engineer in triplicate along with soft copy of the bill on or before the date of every month fixed for the same by the Engineer. Engineer shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the contractor to submit the bills, Engineer shall prepare or cause

to be prepared such bills in which event no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Engineer certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer. The amount admissible shall be paid within **forty five days** after the day of certification of the bill by the Engineer or his authorized representative together with the account of the material issued by the department, or dismantled materials, if any along with all required supporting documents.

- 39.5. All such 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 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 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.
- 39.6. Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided without prejudice to the right of the department to take action under the terms of this contract for delay in the completion of work, if the extension of Intended Completion Date is not granted by the competent authority.
- 39.7. The contractor shall, after receiving his interim payment, clear all the dues of his labour/ material suppliers & produce a certificate/receipt on this account with next running bill, if the contractor does not clear these dues or unnecessarily delays the same, the Engineer at his discretion can make payments to these labour/ material suppliers directly. Any such payment shall be recovered from the contractor's bill.

40. Compensation Events:

- 40.1. The following shall be Compensation Events unless they are caused by the Contractor:
- (a) The Engineer orders a delay or delays exceeding a total of 30 days.
 - (b) The effects on the Contractor of any of the Employer's Risks.
- 40.2. If a Compensation Event would prevent the Works being completed before the Intended Completion Date, the Intended Completion Date shall be extended. The Engineer shall decide whether and by how much the Intended Completion Date shall be extended.

41. Tax

- 41.1. The rates quoted by the Contractor shall be deemed to be **exclusive of GST**, but shall be inclusive of all other levies, duties, royalties, octroi, cess (including labour cess), toll, taxes of Central and State Governments, local bodies and authorities as applicable on last stipulated date of receipt of tender including extensions if any. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.
- 41.2. No adjustment i.e. increase or decrease shall be made for any variation in the rate of Labour Cess, or any other tax, levy or cess applicable on inputs.
- 41.3. The contractor shall deposit royalty and obtain necessary permit for supply of earth, sand, stones, kankar etc; from local authorities as per prevalent laws.
- 41.4. **Conditions for reimbursement of levy taxes if levied after receipt of tenders:**
- 41.4.1. Effect of variation in rates of Labour Cess or imposition or repeal of any other tax, levy or cess applicable on output of the works contract shall be adjusted on either side, increase or decrease. Provided for Labour Cess, or any other tax, levy or cess varied or imposed after the last date of receipt of tender including extensions if any, any increase shall be reimbursed to the contractor only if the contractor necessarily and properly pays such increased amount of taxes/levies/cess, provides copies of original deposit receipt **and** such increased amount is received by the Employer from Client/Govt. Provided further that such adjustment including any increase in GST shall not be made in the extended period of contract for which the contractor alone is responsible for delay as determined by the Employer.
- 41.4.2. 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 Employer and/or the Engineer and further, shall furnish such other information/document as the Engineer may require from time to time.
- 41.4.3. The contractor shall within a period of 30 days of the imposition of any such further tax or levy or cess give a written notice thereof to the Engineer that the same is given pursuant to this condition, together with all necessary information relating thereto.

42. Currencies

- 42.1. All payments will be made in Indian Rupees.

43. Security Deposit/ Retention and Release of Performance Security and Security Deposit/ Retention.

- 43.1. Performance Guarantee 10% of the contract cost will have to be submitted at the time of signing the contract in the form of FDR / Bank Guarantee from ***any scheduled commercial bank***, Alternatively on request of the contractor/ Firm, 5% of the Performance Guarantee will be accepted at the time of signing of contract and rest 5% may be deducted from the initial running bill in a single deduction or at the rate of minimum 10% of the gross bill amount of running bill. However, in any case whole amount of balance performance guarantee shall be deducted within one year.
- 43.2. On the completion of the whole of the construction work & handing over of the project, half the total amount retained as Security Deposit will be repaid to the contractor without interest and half when the defect liability period has passed and the Engineer and Client have certified that all defects notified by the Engineer to the contractor before the end of this period have been corrected.
- 43.3. The additional performance security for unbalanced bids will be repaid to the contractor when the construction work is completed as certified by the Engineer.
- 43.4. The performance security equal to the five percent of the contract price will be repaid to the contractor when the period of defect liability period is over and the Engineer has certified that the contractor has satisfactorily carried out the Works.
- 43.5. If the contractor so desires then the Security Deposit can be converted into any interest bearing security of ***any scheduled commercial bank*** in the name of the Employer or National Saving Certificates duly pledged in favour of the Employer or in the shape of Bank Guarantee substantially as per format annexed with the bid document and issued by ***any scheduled commercial bank*** and valid till 45 days from the end of the Defect Liability Period on accumulations to a minimum of 2 percent of value of contract (not more than 3 installments) unless it is the last installment which may be lesser than 2 percent. ***However conversion in the shape of Bank Guarantee shall be permissible only when the amount to be converted is more than Rs. 5.00 Lacs (Rs. Five Lacs).***

44. Liquidated Damages:

- 44.1. The Contractor shall pay liquidated damages to the Employer at the rate per week stated in the Contract Data for the period that the Completion Date is later than the Intended Completion Date. Liquidated damages at the same rate shall be withheld if the Contractor fails to achieve the milestones prescribed in the Contract Data. However, in case the Contractor achieves the next milestone the amount of the liquidated damages already withheld shall be restored to the Contractor by adjustment in the next payment certificate. The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's other liabilities.

- 44.2. If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate.
- 44.3. In case the contractor fails to make up for the delay even at the time of completion of work all withheld amounts shall be deducted from the bill against work actually done.
- 44.4. All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the contractor under the terms of this contract, on any account whatsoever and in the event of his Security deposit being reduced by reason of any such deductions or sale as aforesaid the contractor shall within 10 days make good in fixed deposit receipt tendered by a scheduled commercial bank and endorsed in favour of the Employer, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof.

45. Mobilisation Advance Payment (Applicable in case the contract price is more than Rs. 5.00 crores):

- 45.1. The Employer will make the following advance payment to the contractor against submission by the Contractor of an unconditional Bank Guarantee substantially as per format annexed with the bid document @ 110% of the advanced amount in a form and by ***any scheduled commercial bank***, provided sufficient funds, to cover the amount, have been released by the Client Department.
- (a) Mobilization advance up to 10 percent of the contract price in minimum of two instalments.
 - (b) First instalment will be payable on execution of the agreement, and on the written request of the contractor.
 - (c) The second instalment shall be released by the Engineer only after:
 - (i) At least 70% of the first instalment has been utilized and,
 - (ii) On submission of evidence certifying that the first instalment of the mobilization advance has been utilized on purchase/advances towards procurement of materials/equipments on payments to vendors/ designers/ lab investigations/ surveyor etc. The Engineer may demand production of such invoices, vouchers etc. to satisfy himself about proper utilisation of the amount so advanced, and
 - (iii) The work has actually been started and the contractor has submitted his written request.
- 45.2. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the

Contractor. Simple interest @ 8% will be charged on such advance payment and shall be calculated from the date of payment to the date of recovery, both days inclusive, on the outstanding amount of advance.

- 45.3. The contractor may submit the Bank Guarantee equivalent to the total mobilization advance in maximum of five instalments, which will be released progressively upon a recovery of equivalent amounts.
- 45.4. The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor for the construction work, following the schedule of completed percentage of the work on payment basis @ 15 percent of the gross value of the work built in such a way the entire advance is recovered by the time 80% of gross value of the contract is executed and paid, together with interest due to entire outstanding amount up to the date of the recovery of the instalment.
- 45.5. No account shall be taken of the advance payment or the repayment in assessing valuation of work done, Variations, price adjustments, Compensation events or liquidated damages.

46. Securities including Performance Security :

- 46.1. The Performance Security equal to five percent of the contract price **(for value of contract being up to and including Rs. 40.00 Lacs it shall be ten percent (which will also include security deposit) in such case deduction of security deposit/retention money shall not be made from bills)** and additional security for unbalanced bids shall be provided to the Employer no later than the date specified in the Letter of Acceptance/Award. *It will be in the shape of a FDR issued by any scheduled commercial bank or NSC (National Savings Certificate) pledged in favour of Employer if the amount is less than or equal to Rs. 5.00 Lacs. In case amount of performance security/additional performance security is more than Rs. 5.00 Lacs it may in the form of a Bank Guarantee substantially as per format annexed with the bid document and issued by any scheduled commercial bank.* The Performance Security shall be valid until 45 days from the date of expiry of Defect Liability Period and the additional security for unbalanced bids shall be valid until date of issue of the certificate of completion. **For avoidance of doubt it is clarified that a performance bank guarantee of a lesser period shall not be accepted.**
- 46.2. Further, if the amount of work exceeds the tendered amount, due to change in scope of work or any other reason additional Performance Guarantee of 5% (Five Percent) (or as applicable) of the excess amount shall be provided by the contractor.
- 46.3. The performance security as well as security deposit in the shape of N.S.C.s, F.D.R.s, Bank Guarantees etc. will be accepted on the conditions that Employer will hold the deposit at the risk of the depositor and will not be liable in the event of the loss of the security due to

failure of the bank or to any other cause and that the loss will fall on the depositor who will have to deposit fresh security.

- 46.4. Failure of the successful Bidder to comply with the requirements of Clause 46.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest Money. He will also be debarred from participating future bids under C&DS for one year.

47. Cost of Repairs:

- 47.1. Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Liability period shall be remedied by the Contractor at his cost if the loss or damage arises from the Contractor's acts or omissions.

If the contractor or his workmen or servants shall break, deface, injure or destroy any part of a building in which they may be working or any building, road, fence, enclosure or grassland or cultivated ground continuous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work while in progress from any cause whatsoever or any imperfections become apparent in it within defect liability period shall have been given by the Engineer as aforesaid, the contractor shall make the same good at his own expense or in default the Engineer may correct the same and make good by other workmen and deduct the expense (for which the certificate of the Engineer shall be final) from any sums that may be then or at any time thereafter may become due to the contractor or from his security deposit.

E. FINISHING THE CONTRACT:-

48. Completion of Construction::

- 48.1. The contractor shall request the Engineer to issue a certificate of completion of the construction of the works, and the Engineer will do so upon deciding that the work is completed.

49. Inspection & Handing Over:

- 49.1. **Handing Over:** The Contractor shall be responsible for handing over the completed works to the Client. The Contractor must note that in the process of handing over, the Client may require the works to be inspected by a committee, by whatever name called. The Contractor shall promptly or within such time as may be communicated by the Engineer, rectify all the defects/ shortcomings pointed out by the said committee to enable speedy handing over. The defect liability period shall start only after handing over of the works.
- 49.2. **Inspection:** All works under or in course of execution or executed in pursuance of this contract shall at all times be open to the inspection of the Engineer or his subordinate and the contractor shall all times during the usual working hours and at all other times of which

reasonable notice of the intention of the Engineer or his subordinate to visit the works shall have been given to the contractor, either him- self be present to receive 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 have been given to the contractor directly and will be considered as binding on the contractor.

50. Final Account:

- 50.1. The contractor shall supply to the Engineer with a detailed account of the total amount that the Contractor considers payable for works under the contract within 21 days of issue of certificate of completion of construction of works or date of handing over of the project which ever is later. The Engineer shall issue a defect liability certificate and certify any payment that is due, to be correct and complete. If the account is not correct or complete, the engineer shall issue within 42 days a schedule that states the scope of the corrections or additions that are necessary. If the account is still unsatisfactory after it has been resubmitted, the Engineer shall decide on the amount payable to the contractor and issue a payment certificate within 28 days of receiving the Contractor's revised account. The payment of final bill for construction of works will be made within 30 (Thirty) days thereafter.
- 50.2. In case the account is not received within the period as provided in clause 50.1 above, the engineer shall proceed to finalise the account and issue a payment certificate within 28 days. The payment of final bill for construction of works will be made within 30 (Thirty) days thereafter.
- 50.3. The final bill shall be submitted by the contractor in the same manner as specified in interim bills. 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. Payment of those items of the bill in respect of which there is no dispute for quantities and rates as approved by Engineer will as far as possible be made within the period of six months reckoned from the date of receipt of the bill by the Engineer or his authorised representative, complete with account of materials issued by the Department and dismantled materials along with all supporting documents.
- 50.4. **Payment in case Project Cost is more than Rs. 10 Cr:** In case cost of Project is more than Rs. 10 Cr, no bill shall be paid to the contractor after the release of 95% payment including 5% deduction from running bills for security deposit & the contractor is bound to complete the 100% work with no further payment or advances. Thereafter, the payment to contractor will be made against full & final bill submitted by the contractor only after completion & successful handing over of the project to client & release of balance withheld fund (against quality assurance) to C&DS from the Client.

50.4.1. In no case payment will be made in excess of the funds received from client less contingencies & centage charges. Balance payment will be released as described in Para above.

50.5. Employer 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 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 overpayment and it shall be lawful for Employer to recover the same from him in the manner prescribed in this contract 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 Employer to the contractor, without any interest thereon whatsoever.

Provided that the Employer shall not be entitled to recover any sum over paid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Engineer on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Engineer.

51. As Built Drawings:

- 51.1. The Contractor shall supply "as built" Drawings by the dates stated in the Contract Data.
- 51.2. If the Contractor does not supply the Drawings by the dates stated in the Contract Data, or they do not receive the Engineer's approval, the Engineer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

52. Rights of Breach of Contract:

- 52.1. The Employer may rescind/determine the Contract if the Contractor causes a fundamental breach of the Contract.
- 52.2. Fundamental breaches of Contract shall include, but shall not be limited to, the following:
 - 52.2.1. if the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer.
 - 52.2.2. the Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;
 - 52.2.3. the Engineer gives Notice that failure to correct/reconstruct or replace a particular Defect is a fundamental breach of Contract and the Contractor

fails to correct it within a reasonable period of time determined by the Engineer;

52.2.4. the Contractor does not maintain a Security, which is required;

52.2.5. the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of compensation/ liquidated damages can be paid, as defined in **clause 44.1**;

52.2.6. the Contractor fails to provide insurance cover as required under **clause 13**;

52.2.7. If the Contractor, in the judgment of the Employer, has engaged in the corrupt or fraudulent practice in competing for or in executing the Contract. For the purpose of this clause, “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution. “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid process at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

52.2.8. If the Contractor has not completed at least thirty percent of the value of construction Work required to be completed after half of the completion period has elapsed;

52.2.9. If the Contractor fails to set up a field laboratory with the prescribed equipment, within the period specified in the Contract Data;

52.2.10. If the Contractor fails to deploy machinery and equipment or personnel as specified in the contract Data at the appropriate time;

52.2.11. if the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer;

52.2.12. 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 7 days after a notice in writing is given to him in that behalf by the Engineer.

52.2.13. If the contractor shall offer or give or agree to give to any person in C&DS or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract with C&DS;

52.2.14. 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;

52.2.15. If the contractor assigns, transfers, sublets (engagement of labour on a piece - work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer;

52.2.16. Any other fundamental breaches as specified in the Contract Data

52.3. Notwithstanding the above, the Employer may determine the Contract for convenience.

52.4. If the Contract is rescinded /determined, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

52.5. **Foreclosure of Contract due to abandonment or reduction in scope of the work:** If at any time after acceptance of the tender or during the progress of work, the purpose or object for which the work is being done changes due to any supervening cause and as a result of which the work has to be abandoned or reduced in scope the Engineer shall give notice in writing to that effect to the contractor stating the decision as well as the cause for such decision and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise 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 foreclosure of the whole or part of the works.

The contractor shall be paid at contract rates, full amount for work executed at site. Nothing extra shall be paid to contractor by the Engineer for any expenditure incurred on preliminary site work e.g. temporary access roads, temporary labour huts, staff quarters and site office; storage accommodation and water storage tanks which could not be utilised on the work to the full extent in the view of foreclosure;

Employer shall have the option to take over contractor's materials or any part of thereof brought to site. For materials taken over by Employer, cost of such materials as detailed by Engineer shall be paid. The cost shall, however, take in to account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.

Any new item (not covered under this tender document) introduced & sanctioned by Government as new or as replacement of existing item due to technical reason (or any other reason) may or may not be included in the scope of work of this tender/contract. Employer reserves the full right, without being liable for any damages or obligation, to get it executed separately.

- 52.6. **Termination of Contract on the Death of the Contractor:** Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Employer shall have the option of terminating the contract without compensation to the contractor.
- 52.7. Without prejudice to any of the rights or remedies under this contract, if the client/ Government withdraw the work from Employer due to any reason, at any stage of construction, the Employer shall have the option of terminating the contract without compensation to the contractor.

53. Payment upon Rescission /Determination of the Contract:

- 53.1. If the contract is rescinded (of which rescission notice in writing to the contractor under the hand of the Engineer shall be conclusive evidence) and in which case the security deposit of the contractor together with such sum or sums due to him under the contract shall stand forfeited and be absolutely at the disposal of the Employer.
- 53.2. If the Contract is determined at the Employer's convenience, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the Contract, and less taxes due to be deducted at source as per applicable law.
- 53.3. If the contract is Determined due to breach of contract the Engineer may call in other contractor, or employ daily labour to dismantle bad work if necessary (the bad work to be certified by the Engineer whose decision shall be final) and to renew and complete the said works and pay the cost of such contractor for daily labour and price of materials required for such dismantling, renewing and completion out of the said security deposit or such sum or sums as may be due to the contractor under this contract, and if such cost be more than the amount made up the security money and the sum or sums due to the contractor under this contract the difference between it and the sum made up by the security money and the balance due to the contractor as aforesaid shall be a debt due from the said contractor.

In the event of either of the above courses (under sub-clauses 53.1 or 53.3) being adopted by the Engineer, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any agreements, or made any advance on account of, or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work therefore actually performed under this contract, unless and until the Engineer shall have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

54. Non-Exercise of Contractor Liability to Pay Compensation:

54.1. In any case in which any of the powers conferred upon the Engineer by **clause 53** thereof shall have become exercisable, the same shall not constitute a waiver of any of the conditions hereof, and such power shall notwithstanding be exercisable in the event of any future case of default by the contractor for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Engineer putting in force either of the powers (**Clause 53.1**) or (**Clause 53.3**) vested in him under the preceding clauses, he may, if he so desires, take possession of all or any tools, plant, materials and store in or upon the or site thereof or belonging to the contractor or procured by him intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at prevailing market rates, such rates to be certified by the Engineer whose certificates thereof shall be final otherwise the Engineer may issue notice in writing to the contractor or his other authorized agents to remove 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 may remove them at the contractor's expenses or sell them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the Engineer as the expenses of any such removal, and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor

55. Releases from Performance:

55.1. If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of the Employer or the Contractor, the Engineer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.

55.2. In case, the work cannot be started due to reasons not within the control of the contractor within 1/6th of the stipulated time for completion of work or six months, whichever is later, either party may close the contract. In such eventuality, the Performance Guarantee of the contractor shall be refunded, but no payment on account of interest, loss or damages or any compensation for the work remaining unexecuted etc. shall be payable at all.

56. Escalation:

56.1. Payments shall be made subject to revision of the project and availability of funds received from the client (funds may be released in a phased manner) in no case expenditure will be made in the excess of 95% of funds received from client less contingencies, centage and other charges (till balance 5% fund withheld on account of completion of project is released by the Govt.). **However, in case of non-availability of fund from client**, if the completion of the project is delayed beyond the date as specified in the contract and due to this reason the cost revision is sanctioned and released by the government to C&DS, the claim of contractor (if any) may be considered by Engineer on work done/work to be done basis. Such compensation for escalation shall not be more than sanctioned by the government.

56.2. However if such escalation is not found to be justified by the Govt. the contractor shall be liable to complete the whole work without any compensation whatsoever.

F. OTHER CONDITIONS OF CONTRACT:-

57. Labour:

57.1. The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

57.2. The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Engineer may require.

58. Compliance With Labour Regulations

58.1. During continuance of the Contract, the Contractor and his Sub Contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central

Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given in Appendix to Part I General Condition of Contract. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

- 58.2. The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.
- 58.3. Security Deposit of the work shall not be refunded till the contractor produces a clearance certificate from the Labour Officer. As soon as the work is virtually complete the contractor shall apply for the clearance certificate to the Labour Officer under intimation to the Engineer. The Engineer on receipt of the said communication shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending, on record till after 3 months after completion of the work and/or no communication is received from the Labour Officer to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate and the Security Deposit may be released if otherwise due.

59. Drawings and Photographs of the Works:

- 59.1. The contractor shall do photography/video photography of the site firstly before the start of the work, secondly mid-way in the execution of different stages of work and lastly after the completion of the work. No separate payment will be made to the contractor for this.
- 59.2. The Contractor shall not disclose details of Drawings furnished to him and works on which he is engaged without the prior approval of the Engineer in writing. No photograph of the works or any part thereof or plant employed thereon, except those permitted under clause 59.1, shall be taken or permitted by the Contractor to be taken by any of his employees or any employees of his sub-Contractors without the prior approval of the Engineer in writing. No photographs/ Video photography shall be published or otherwise circulated without the approval of the Engineer in writing.

60. The Apprentices Act 1961:

- 60.1. The Contractor shall duly comply with the provisions of the Apprentices Act 1961 (III of 1961), the rules made there under and the orders that may be issued from time to time

under the said Act and the said Rules and on his failure or neglect to do so he shall be subject to all liabilities and penalties provided by the said Act and said Rules.

61. Criminals are prohibited from bidding:

- 61.1. Any bidders having **criminal record** is not allowed to participate in the bidding process. Any person who is having criminal cases against him or involved in the **organised crime or gangster activities or Mafia or Goonda or Anti-social activity** are strictly prohibited to participate in the bidding process. If it is established that any bidder has **criminal record, his bid shall be automatically cancelled.**
- 61.2. The bidder has to produce character certificate, Solvency certificate, self-declaration affidavit (on the prescribed proforma which is attached with the bid document) etc., issued by the competent authority in original with bid document.
- 62.** Any bidder who is an Advocate and Registered with any State Bar Council shall not be allowed to participate in the bidding. If it is established that the contractor is registered with the state bar council, **his bid shall be automatically cancelled.**

CONTRACT DATA TO GENERAL CONDITIONS OF CONTRACT

Items marked “N/A” do not apply in this Contract.

Sl. No.	Description		Clause Ref.
1.	The Employer is:	C. & D. S., U.P. Jal Nigam, Lucknow	Cl 1.1
	Designation:	Director, C. & D. S., U.P. Jal Nigam, Lucknow	
	Name of Authorised representative:	Er. Gulab Chandra Dubey	
	Telephones: (off): Mobile: Fax No.: e-mail:	0522-2728985 09451572022 0522-2728988 director@cdsupjn.org	
2.	The Engineer is:	Er. Unmesh Shukla Project Manager, Unit-28, C. & D. S., U.P. Jal Nigam, Ghaziabad.	Cl 1.1
	Address:	SJ-10, Shashtrinagar, Ghaziabad.	
	Telephones: (off): Mobile: Fax No.: e-mail:	0120-4303975 9648740202 N/A pm_unit28@yahoo.in	
3.	The Intended Completion Date for the whole of the Works is:	As per NIT	Cl 1.1, 17 & 27
4.	The Site is located at:	Distt:-Ghaziabad	Cl 1.1
5.	The Start Date shall be _____ days after the date of issue of the Notice to Proceed with the work.	As per letter for date of start.	Cl 1.1
6.	The works shall, inter-alia, include the following, as specified or as directed:		
	Building Works Site clearance; setting out, provision of foundations, brick work, RCC work, flooring, doors, windows, plastering and painting, making of drains, water supply and sanitary works etc. as may be required to be carried out for completing the works in accordance with the Drawings and the provisions of the contract and to ensure safety.		

Sl. No.	Description		Clause Ref.
7.	The following documents also form part of the Contract:		Cl 2.3(11)
8.	(a) The law which applies to the Contract	Is the law of Union of India.	Cl 3.1
	(b) The language of the Contract documents is:	English	Cl 3.1
9.	The Schedule of Other Contractors is:	N/A	Cl 8.1
10.	The Technical Personnel for construction work are: As Below		Cl 9.1,9.4

Technical Personnel	Number	Experience in Relevant Field	Rate at which recovery shall be made from the contractor in the event of non-fulfillment of requirements	Remarks
Diploma Engineer(Civil)	01	5 Years	25000.00	Shall Be recoverd per month
Work Supervisor	01	10 Years	10000.00	Shall Be recoverd per month

For Field Testing Laboratory: N/A

Technical Personnel	Number
Diploma Civil or B.Sc.(PCM) having one year experience in field testing labs.	

11. Insurance as per Clause 13

Sl. No.	Description		Clause Ref.
12	Site investigation report	Available with the Project Manager, Unit-28, C&D.S., U.P.	Cl 14.1