

RAJKOT MUNICIPAL CORPORATION

RAJKOT

E-TENDER NO.RMC/WW/2023-24



SITC work of different size of Full bore type Electromagnetic Flowmeter with Level Sensor, Chlorine sensor & RTU panel at different head Works of Rajkot municipal corporation.(RE TENDER)

Milestone dates for e-tendering is as under	
1. Downloading of e-Tender documents	04-12-2023 to 28-12-2023
2. Pre-Bid Meeting	11-12-2023
3. Online submission of e – Tender	28-12-2023
4. Physical submission of EMD, e-Tender fee and other documents.	30-12-2023
5. Opening of Tender (Technical bid)	03-01-2024 (if possible)
6. Verification of submitted documents (EMD, e - Tender fee, etc.)	04-01-2024
7. Opening of Price Bid	05-01-2024 (if possible)
9. Bid Validity	180 Days
For further details, pre-qualification criteria etc. visit www.nprocure.com	

Volume-II CONTRACT CONDITIONS

Add. City Engineer
Water Works Department
Room No. 6, Second Floor
Central Zone, Dr. Ambedkar Bhavan
Dhebarbhai Road
Rajkot – 360 001

GENERAL CONDITIONS OF CONTRACT

GC-01 DEFINITION AND INTERPRETATION

1. In the contract (as here in after defined) the following words and expressions shall, unless repugnant to the subject or context thereof, have the following meanings assigned to them.

1.1 The “**Owner /Corporation/Employer**” shall mean **Rajkot Municipal Corporation** and shall include its Municipal Commissioner or other Officer authorized by the Corporation and also include owner’s successors and assignees.

1.2 The “**Contractor**” shall mean the person or the persons, firm or company who’s tender has been accepted by the owner and includes the contractor’s legal

1.3 The “**Engineer-In-Charge**” shall mean the person designated as such by the owner from time to time and shall include those who are expressly authorized by the Municipal Commissioner to act for and on its behalf for all functions pertaining to the operation of this contract.

1.5 “**Engineer-In-Charge’s Representative**” shall mean any resident Engineer or Assistance to the Engineer-in-Charge appointed from time to time by the owner to perform duties set forth in the Tender document whose authority shall be notified in writing to the contract by the Engineer-In-Charge.

“**Tender**”, the offer or proposal of the Tenderer submitted in the prescribed form setting forth the prices for the work to be performed, and the details thereof.

“**Contract Price**” shall mean total money payable to the contractor under contract document.

“**Addenda**” shall mean the written or graphic notices issued prior to submission of tender which modify or interpret the contract document.

“**Contract Time**” - The time specified for the completion of work.

“**Contract**” shall mean agreement between the parties for the execution of works including therein all contract documents.

“**Contract Document**” shall mean collectively the tender documents, designs, drawings, specifications, agreed variations, if any and such other documents constituting the tender and acceptance thereof.

“The Sub-Contractor” shall mean any person, firm or company (other than the Contractor) to whom any part of the work has been entrusted by the Contractor with the written consent of the Engineer-in-charge and the legal representative successors and permitted assignee of such person, firm or company.

The **“Specifications”** shall mean all directions, the various technical specifications, provisions and requirements attached to the contract which pertain to the method and manner of performing the work, to the quantities and qualities of the work and the materials to be furnished under the contract for the work and any order(s) or instruction(s) there under. It shall also mean the latest Indian Standard Institute Specification relative to the particular work or part thereof, so far as they are not contrary to the Tender specifications and in absence of any other country applied in Indian as a matter of standard Engineering practice and approved in writing by the Engineer-in-Charge with or without modification.

The **“Drawings”** shall include maps, plans, tracings, or prints thereof with any modification approved in writing by the consultants, Engineer-in-Charge and such other drawings as may, from time to time, be furnished or approved in writing by consultants, Engineer-in-Charge in connection with the work.

The **“Work”** shall mean the works to be executed in accordance with the contract or the part thereof as the case may be and shall include extra, additional, altered or substituted works as required for the purpose of the contract. It shall mean the totality of the work by expression or implication envisaged in the contract and shall include all materials, equipment and labor required for or relative or incidental to or in connection with the commencement, performance and completion of any work and / or incorporation in the work.

The **“Permanent Work”** shall mean works which will be incorporated in and form part of the work to be handed over to the owner by the contractor on completion of the contract.

The **“Temporary Work”** shall mean all temporary works of every kind required in or about the execution, completion and maintenance of the work.

“Site” shall mean the land and other places, on, under, in or through which the permanent works are to be carried out and any other lands or places provided by the Corporation for the purpose of the contract together with any other places designated in the contract as forming part of the site.

“The Construction Equipment” shall mean all appliances I equipment of whatever nature required in or for execution, completion or maintenance of works or temporary works (as here in be fore defined) but does not include materials or other things intended to form or forming part of the permanent work.

“Notice in writing or written Notice” shall mean a notice written, typed or in printed form delivered personally or sent by Registered post to the last known private or business address or Registered Office of the Contractor and shall be deemed to have been received in the ordinary course of post it would have been delivered.

The **“Alteration / variation order”** shall mean an order given in writing by the Engineer-in-charge to effect additions or deletions from or alterations in the work.

“Final Test Certificate” shall mean the final test certificate issued by the owner within the provisions of the contract.

The **“Completion Certificate”** shall mean the certificate to be issued by the Engineer-in-Charge consultant (when the work has been completed and tested to his satisfaction).

The **“Final Certificate”** shall mean the final certificate issued by the Engineer-in-Charge after the period of defects liability is over and the work is finally accepted by the owner.

“Defects Liability Period” shall mean the specified period between the issue of completion certificate and the issue of final certificate during which the contractor is responsible for rectifying all defects that may appear in the works.

“Approved” shall mean approved in writing including subsequent confirmation in writing of previous verbal approval and **“Approval”** means approved in writing including as aforesaid.

“Letter of Acceptance” shall mean intimation by a letter to tenderer that his tender has been accepted in accordance with the provisions contained therein.

“Order” and **“Instruction”** shall respectively mean any written order or instruction given by the Engineer-in-charge within the scope of his powers in terms of the contract.

“Running Account Bill” shall mean a bill for the payment of **“On Account”** money to the contractor during the progress of work on the basis of work done and the supply of non-perishable materials to be incorporated in the work.

“Security Deposit” shall mean the deposit to be held by the owner as security for the due performance of the contractual obligations.

“The Appointing Authority” for the purpose of Arbitration shall be the Municipal Commissioner, Rajkot Municipal Corporation.

“Retention Money” shall mean the money retained from R.A. Bills for the due completion of the **“LET WORK”**.

Unless otherwise specifically stated, the masculine gender shall include the feminine and neuter genders and vice-versa and the singular shall include the plural vice-versa.

A.E (Mech)

Dy. Exe. Engineer (Mech)

Add. City Engineer (WW)

GC.02 SCOPE OF WORK

The scope of work is defined broadly in the special conditions of contract and specifications. The Contractor shall provide all necessary materials, equipment and labor etc. for the execution and maintenance of the work till completion. All material go with the work shall be approved by the Engineer-in-charge prior to procurement and use.

Agency must visit the site for actual condition & Location.

Successful bidder has to connect flow meters, level sensors, chlorine sensor and RTU with existing central server & Mobile Application by installing RTU/DATA LOGGER etc.

POWER SUPPLY

The Contractor shall make his own arrangement for Power Supply. If RMC have a source of Power supply at site then RMC will provide but all necessary fittings and connection should be made by contractor.

LAND FOR CONTRACTOR'S FIELD OFFICE, GODOWN, ETC.

Owner will not be in a position to provide land required for Contractor's field office, godown, etc. The Contractor shall have to make his own arrangement for the same.

GC.03 RULLING LANGUAGE

The language according to which the contract shall be construed and interpreted shall be English. All entries in the contract documents and all correspondence between the contractor and the corporation or the Engineer-in-charge shall be in English. All ions for the materials shall be given in metric units only.

GC.04 INTERPRETATION OF CONTRACT DOCUMENTS

The provision of the General Conditions of Contract and special conditions of contract shall prevail over those of any other documents of the contract unless specifically provided otherwise, should have there be any discrepancy, inconsistency, error or omission in the several documents forming the contract, the matter may be referred to the Engineer-in-charge for his instructions and decision. The Engineer-in-Charge's decision in such case shall be final and binding to the contractor.

Works shown upon the drawings but not described in the specifications or described in the specifications without showing on the drawings shall be taken as described in the specification and shown on the drawings.

The headings and the marginal notes to the clause of these General Conditions of contract or to the specifications or to any other part of tender documents are solely for the purpose of giving a concise indication and not a summary of contents thereof. They shall never be deemed to be part thereof or be used in the interpretation or construction of the contract.

Unless otherwise states specifically, in this contract documents the singular shall include the plural and vice versa wherever the context so requires. Works imparting persons shall include relevant corporations/body of individual/firm of partnership.

Notwithstanding the subdivision of the documents into separate sections and volumes every part of each shall be supplementary to and complementary of other part and shall be read with and into the context so far as it may be cable to do so.

Where any portion of the General Conditions of Contract is repugnant to or at variance with any provisions of the special conditions of contract, then, unless different intention appears, the provisions of the special conditions of contract be deemed to override the provisions of General Condition of Contract to extent of each repugnancy of variance.

The materials, design, and workmanship shall satisfy the relevant ISS, and codes referred to. If additional requirements are shown in the specifications, the same shall be satisfied over and above ISS and other codes.

If the specifications mention that the contractor shall perform certain work or certain facilities, it shall mean that the contractor shall do so at his own cost

CONTRACTOR TO ACERTAIN HIS OWN INFORMATIONS

The details given in the tender are arranged making necessary investigations for framing an estimate. However, when the work is being executed, changes in soil conditions are likely to be met with in view of the formation of soil, strata in Rajkot District. It is, therefore, desirable that the contractor makes his own investigations or additional investigations as may be required for correctly assessing the cost of different items of work and submit his tender accordingly. Any change in description or quantity of an item shall not vitiate the contract or release the contractor from executing the work comprised in the contract according to the drawings and specification at the tendered rates.

He is deemed to have known the scope, nature and magnitude of the work and the requirements of materials and labor involved and as to whatever work he has to complete in accordance with the contract. The Contractor is expected to visit the site and surroundings to satisfy himself as to the nature of all existing structures, if any, and also as to the nature and the conditions of railways, roads, bridges and culverts, means of transport and communications whether by land, air or water and as to possible interruptions thereto and the access and gross from the site, to have examined and satisfied himself as to the sites for obtaining sand, stones, bricks and other materials, the site for disposal of surplus materials, the available accommodation and make such enquiries as may be necessary for executing and completing the work, to have local enquiries as to the sub-soil, subsoil water and variation thereof, storms, prevailing winds, climatic conditions and all other similar matters, effecting work. He is expected to be familiar with his liability for payment of Government taxes, customs and excise duty, octroi and other charges etc. in contract with the execution of this contract. The Government shall give a certificate for this in the Appendix - III.

GC.05 CONTRACTOR TO UNDERSTAND HIMSELF FULLY

The contractor by tendering shall be deemed to have satisfied himself, as to all considerations and circumstances affecting the tender price, as to the possibility of executing the works as shown and described in the contract and to have fixed his according to his own view on these matters and to have understood that no additional allowances except as otherwise expressly provided, will afterwards be beyond the contract price. The contractor shall be responsible for any misunderstanding or incorrect information, however, obtained.

GC. 06 ERRORS IN SUBMISSIONS

The contractor shall be responsible for any errors or omissions in the particulars plied by him, whether such particulars have been approved by the Engineer-in charge or not.

GC.07 SUFFICIENCY OF TENDER

The contractor shall be deemed to have satisfied himself before tendering as to the correctness of the tender rates which rates shall, except as are otherwise provides for, cover all the contractor's liabilities and obligations set forth or implied in the contract for the proper execution of the work for compliance with requirements of Article GC.19 thereof.

GC.08 DISCREPANCIES

The drawings and specifications are to be considered as mutually explanatory of each other, detailed drawings being followed in preference to small-scale drawings and figured dimensions in preference to scale and special conditions in preference to General Conditions. The special directions or dimensions given in the specifications shall supersede all else. Should any discrepancies however, appear or should any misunderstanding arise as to the meaning and intent of the said specifications or drawings, or as to the dimensions or the quality of the materials or the due and proper execution of the works, or as to the measurement or quality and valuation of the work executed under this contract or as extra there upon, the same shall be explained the Engineer-in-charge and his explanation shall subject to the final decision of the Commissioner in case reference be made to it, be binding upon the contractor and the contractor shall execute the work according to such explanation and without addition or to deduction from the contract price and shall also do all such works and things necessary for the proper completion of the works as implied by the drawings specifications, even though such works and things are no specially shown and described in said specifications. In cases where no particular specifications are given any article to be used under the contract, the relevant specifications of the Indian Standard Institution shall apply.

GC.9 PERFORMANCE GUARANTEE (SECURITY DEPOSIT)

A sum of 5% of the accepted value of the tender shall be deposited by the tenderer separately (hereinafter called the contractor when tender is accepted) as security deposit with the owner for the faithful performance, completion and maintenance of the works in accordance with the contract documents and to the satisfaction of the Engineer-in-charge and assuring the payment of all obligations arising from the execution of the contract. This shall be deposited in one of the forms mentioned below

1. A Fixed Deposit Receipt / Demand Draft of any Nationalized or Schedule Bank except co operative bank duly endorsed in favor of the Rajkot Municipal Corporation, Rajkot.

2. By a Bank Guarantee of any Scheduled or Nationalized Bank other than the Co-operative Bank to be encashed at Rajkot.

2. If the contractor, sub-contractor or their employees shall break, deface or destroy any property belonging to the owner or other agency during the execution of the contract, the same shall be made good by the contractor at his own expense and in default thereof, the Engineer-in-charge may cause the same to be made good by other agencies and recover expense from the contractor (for which the certificate of the Engineer-in-charge shall be final). These expenses can be recovered from the security deposit if recovery from other 1 source is not possible. The amount as reduced in security deposit will be made good by deduction from the next R.A. Bill of the Contractor.

GC.10 INSPECTION OF WORK

Engineer-in-Charge shall have full power and authority to inspect the work at any time wherever in progress either on the site or at the contractor's or any manufacturer's workshop or factories wherever situated and the contractor shall afford to Engineer-in-charge every facility and assistance to carry out such inspection, contractor or his authorized representative shall, at all time during the usual working hours and all times when so notified, remain present to receive orders and instructions.

Orders given to contractor's representative shall be considered to have the same force as if they had been given to the contractor himself. Contractor shall give not less than ten (10) days notice in writing to the Engineer-in-charge before covering up or otherwise placing beyond reach of inspection and measurement any work in order that the same may be inspected and measured. In the event of breach of the above, the same shall be uncovered at contractor's expenses for carrying out such inspection or measurement.

No material shall be dispatched from contractor's store on site of work before obtaining approval in writing of the Engineer-in-charge. Contractor shall provide at all times during the progress of work and maintenance period of proper means of access with ladders, gangways, etc. and make necessary arrangement as directed for inspection or measurement of work by Engineer-in-charge.

GC.11 DEFECT LIABILITY

Contractor shall guarantee the work for a period of 24 months from the date of issue of completion certificate of SITC. Any damage or defect that may arise or that may remain undiscovered at the time of issue of completion certificate connected in any way with the equipment or materials supplied by him or in the workmanship shall be rectified or replaced by contractor at his own expense as desired by Engineer-in-charge or in default Engineer-in-charge may cause the same to be made good by other agency and deduct expenses of which the certificate of Engineer-in-charge shall be final from any sums that may then or any time thereafter become due to contractor or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof.

From the commencement to completion of work contractor shall take full responsibility for the care of the work including all temporary works and in case any damages, occur from any cause whatsoever he shall at his own cost, repair and make good the same so

that on completion, work shall be in good order and in conformity, in every respect, with the requirements of contract and as per the instructions of the Engineer-in-charge.

If at any time before the work is taken over, the Engineer-in-charge shall -

Decide that any work done or materials used by the contractor are defective or not in accordance with the contract or that work or any portion thereof is defective or do not fulfill the requirements of contract (all such materials being herein after called defects in this clause) he shall, as soon as reasonably practicable, give notice to contractor in writing of the said defect specifying particulars of the same then contractor shall at his own expense and with all speed make good the defects so specified.

In case contractor fails to do so, owner may take, at the cost of the contractor, such steps as may in all circumstances be reasonable to make good such defects. The expenditure so incurred by owner will be recovered from the amount due to contractor. The decision of Engineer-in-charge with regard to the amount to be recovered from contractor will be final and binding on the contractor.

GC.12 POWER HAVE ENGINEER-IN-CHARGE TO GIVE FURTHER INSTRUCTIONS

The Engineer-in-charge shall have the power and authority from time to time and at times to give further instructions and directions as may appear to him necessary proper for the guidance of the contractor and the works and efficient execution of works according to the terms of the specifications, and the contractor shall receive, execute, obey and be bound by the same, according to the true intent and meaning thereof, as fully and effectively as though the same had accompanied or had been mentioned or referred to in the specifications. No work which radically changes the original nature of the contract shall be ordered by the Engineer-in charge and in the vent of any deviation being ordered, which in the opinions of the tractor changes the original nature of the contract, he shall nevertheless carry it out and any disagreement as to the nature of the work and the rate to be paid to thereof shall be resolved.

The time of completion of works shall, in the event of any deviations being ordered resulting in additional cost or reduction in cost over the contract sum, be extended or reduced reasonably by the Engineer-in-charge. The Engineer-in-charge's decision in the case shall be final and binding.

GC.13 PROGRAMME

The time allowed for execution of works shall be the essence of the contract. The contract period shall commence from the date of notice of intimation to proceed. The tenderer at the time of submitting his tender shall indicate in the construction schedule his programme of execution of work commensurate with the total time specified. The contractor shall provide the Engineer-in-charge a detailed programme of time schedule for execution of the works in accordance with the specifications and the completion date. The entire programme to be finalized by the contractor has to conform to the execution period mentioned along with the Bill of quantities in the tender documents. The Engineer-in-charge upon scrutiny of such submitted Programme by contractor, shall examine suitability it to the requirement of contract and suggest modifications, if found necessary. A bar chart is to be submitted by the Contractor.

GC.14 SUBLETTING OF WORK

No part of the contract nor any share of interest thereon shall in any manner or degree be transferred, assigned or sublet by the contractor directly or indirectly to any person, firm or corporation whosoever except as provided for in the succeeding sub-clause, without the consent in writing of the owner.

GC.15 SUB-CONTRACTS FOR TEMPORARY WORKS, ETC.

The owner may give written consent to sub-contractors for execution of any part of the works at the site, being entered upon the contractor provided each individual contract is submitted to the Engineer-in-charge before being entered into and is approved by him. List of sub-contractors to be supplied.

Notwithstanding any subletting with such approval as aforesaid and notwithstanding the Engineer-in-charge shall have received of any sub-contractors, the contractor shall be and shall remain solely responsible for the quality and proper and expeditious execution of the works and the performance of all the conditions of contract in all respects as if such subletting or subcontracting had not taken place and as if such work had been done directly by the contractor.

GC.16 TIME FOR COMPLETION

The work covered under this contract shall be commenced from the date the contractor is served with a notice to proceed with the work and shall be completed before the date as mentioned in the time schedule of work. The time is the essence of the contract and unless the same is extended as mentioned in clause G.C. 18 'Extension of Time', the contractor shall pay liquidated damages for the delay.

The general time schedule for construction is given in the tender document. Contractor shall prepare a detailed weekly or monthly construction Programme in consultation with the Engineer-in-charge soon after the agreement and the work shall be strictly executed accordingly.

The time for construction includes, the time required for testing, rectification, if any, retesting and completion of the work in all respects to the entire satisfaction of the Engineer-in-charge.

GC.17 EXTENSION OF TIME

Time shall be considered as the essence of the contract. If, however, the failure of the contractor to complete the work as per the stipulated dates referred to above arises from delays on the part of corporation in supplying the materials or equipment, it has undertaken to supply under the contract or from delays on the quantity of work to be done under the contract, or force major an appropriate extension of time will be given by corporation. The contractor shall request for such extension within one month of the cause of such delay and in any case before expiry of the contract period. **No price variation will be applicable for extended time limit. Extension of time limit decided by Municipal commissioner.**

GC.18 CONTRACT AGREEMENT

The successful tenderer shall enter into and execute the contract agreement within 10(ten) days of the notice of award, in the form shown in tender documents with such modifications as may

be necessary in the opinion of the corporation. It shall be incumbent on the contractor to pay the stamp duty and the legal charges for the preparation of the contract agreement.

GC.19 LIQUIDATED DAMAGES

If the contractor fails to complete the work or designated part thereof by the stipulated completion date for the work or for that part, he shall pay liquidated damages at the rate 0.1% of contract price per week of delay subject to maximum of 10% of the contract value or as decided by Municipal Commissioner.

The amount of liquidated damaged shall, however, be subjected to a maximum of 10 percent of the contract value.

GC.20 FORFEITURE OF SECURITY DEPOSIT

Whenever any claim against the contractor for the payment of a sum of money out under the contract arises, the corporation shall be entitled to recover such sum by appropriating in part or whole, the security deposit of the contractor. In case they deposit is insufficient, the balance recoverable shall be deducted from any then due or which at any time thereafter may become due to the contractor. The tractor shall pay to the owner on demand any balance remaining due.

GC.21 ACTION OF FORFEITURE OF SECURITY DEPOSIT

In any case in which under any clause or clauses of the contract, the contractor shall forfeited the whole of his security deposit or have committed a breach of any the terms contained in this contract, the owner shall have power to adopt any of following courses as he may deem best suited to his interest.

To rescind the contract (of which rescission notice in writing to the contractor under the hand of the owner shall be conclusive evidence) in which case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of the owner.

To employ labor and to supply materials to carry out the balance work debiting contractor with the cost of labor employed and the cost of materials supplied for which a certificate of the Engineer-in-charge shall be final and conclusive against the contractor and 10% of costs on above to cover all departmental charges and crediting him with the value of work done at the same rates as if it has been carried out by the contractor under the terms of his contract. The certificate of Engineer-in-charge as to the value of the work done shall be final and conclusive against the contractor.

To measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hand and give it to another contractor to complete, the same. In this case the excess expenditure incurred than what would have been paid to the original contractor, if the whole work had been executed by him, shall be borne and paid by the original contractor and shall be deducted from any money due to him by the owner under the contract or otherwise and for the excess expenditure, the certificate of the Engineer-in-charge shall be final and conclusive.

In the event any of the above courses being adopted by the owner, the contractor shall have no claim for 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.

In purchase the contractor shall not be entitled to recover or be paid any sum for any work actually performed under this contract unless the Engineer-in-charge will certify 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.

In the event of the owner putting in force the powers as stated in a, b, c, above in him under the proceeding clause, he may, if he so desires, take possession or any tools and plant, materials and stores in or upon the works or the site belonging to the contractor, or procured by him and intended to be used for execution of the work or any part thereof paying or allowing for the same in account at the contract rates to be certified by the Engineer-in-charge. The Engineer-in-charge may give notice in writing to the contractor or his representative requiring to remove such tools, plant, materials or stores from the premises within the time specified in the notice and in the event of the contractor failing to comply with any notice, the Engineer-in-charge may remove them at the Contractor's expenses sell them by auction or private sale on account of the Contractor and his risks in respects without any further notice as to the date, time or place of the sale and the certificate of Engineer-in-charge as to the expense of any such removal and the amount of the proceeds and the expenses of any such sale shall be final and conclusive against the contractor:

GC.22 NO COMPENSATION FOR ALTERATION IN ON RESTRICTION IN WORK

If at any time from the commencement of the work, the owner shall for any reasons whatsoever not require the whole work or part thereof as specified in the tender to be carried out, the Engineer-in-charge shall give notice in writing of the fact to the contractor, who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out. He also shall not have any claim for compensation by reasons of any alterations having been made in original specifications, drawings, designs and instructions, which shall involve any curtailment of the work, as originally contemplated.

When the contractor is a partnership firm, the prior approval in writing of the owner shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu Undivided Family or business concern, such approval as aforesaid shall, likewise be obtained before contractor enters into an agreement with other parties where under, the reconstituted firm would have the right to carry out the work hereby undertaken by the contractor. In either case if prior approval as aforesaid is not obtained, the contract shall be deemed to have been allotted in contravention of subletting cause hereof and the same action may be taken or the same consequence shall ensure as provided in the subletting clause.

GC.23 IN THE EVENT OF DEATH OF CONTRACTOR

Without prejudice to any of the rights or remedies under the contract, if the contractor dies, the owner shall have the option of terminating the contract without compensation to the contractor.

GC.24 MEMBERS OF THE OWNER NOT INDIVIDUALLY LIABLE

No official or employee of the owner shall in any way be personally bound or liable for the acts or obligation of the owner under the contract, or answerable for any default or omission in the observance or performance of any of the acts, matters or things, which are herein, contained.

GC.25 OWNER NOT BOUND BY PERSONAL REPRESENTATIONS

The contractor shall not be entitled to any increase on the schedule of rates or any other rights or claims whatsoever by reason of representation, promise or guarantees given or alleged to have been given to him by any person.

GC.26 CONTRACTOR'S OFFICE AT SITE

The contractor shall provide and maintain an office at the site for the accommodation of his agent and staff and such office shall remain open at all reasonable hours to receive information's, notices or other communications.

GC.27 CONTRACTOR'S SUBORDINATE STAFF AND THEIR CONDUCT

The contractor on award of the work shall name and depute a qualified Engineer, having experience of carrying out work of similar nature, whom equipments, materials, if any, shall be issued and instructions for work given. The contractor shall also provide to the satisfaction of Engineer-in-charge sufficient and qualified staff, competent sub-agents, foreman and loading hands including those specially qualified by previous experience to supervise the type of works comprised in the contract in such manner as will ensure work of the best quality and expeditious working. If, in the opinion of the Engineer-in-charge, additional properly qualified supervision staff is considered necessary, it shall be employed by the contractor without additional charge on account thereof. The contractor shall ensure to the satisfaction of the Engineer-in-charge that sub-contractors, if any, shall provide competent and efficient supervision over the work entrusted to them.

If and whenever any of the contractor's or sub-contractor's agents, sub-agents, assistants, foreman or other employees shall, in the opinion of Engineer-in-charge, be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that in the opinion of the owner or Engineer-in-charge, it is undesirable for administrative or any other reason for person or persons to be employed in the works, the contractor if so directed by the Engineer-in-charge, shall at once remove such person or persons from employment thereon. Any persons or persons so removed shall not again be reemployed in connection with the works without the written permission of the Engineer-in-charge. Any person, so removed from the works shall be immediately replaced at the expense of the contractor by a qualified and competent substitute. Should the contractor be required to repatriate any person removed from the works he shall do so after approval of Engineer-in-charge and shall bear all costs in connection therewith.

The contractor shall be responsible for the proper behavior of all the staff, foreman, workmen and others and shall exercise proper control over them and in particular and without prejudice to the said generality, the contractor shall be bound to prohibit and prevent any employee from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of

the properties or occupiers of land and properties in the neighborhood and in the event of such employees so trespassing, the contractor shall be responsible therefore and relieve the owner of all consequent claims, actions for damages or injury or and other grounds whatsoever. The decision of the Engineer-in-charge upon and matter arising under these claims shall be final.

If and when required by the owner, the contractor's personnel entering upon the owner's premises shall be properly identified by badges of a type acceptable to the owner which must be worn at all times on owner's premises.

GC.28 TERMINATION OF SUBCONTRACT BY OWNER

If any subcontractor engaged upon the works at the site execute any work which in the opinion of Engineer-in-charge is not in accordance with the contract documents the owner may by written notice to the contractor request him to terminate such contract and the contractor upon the receipt of such notice shall terminate such sub-contracts and the latter shall forthwith leave the works failing which the owner shall have the right to remove such subcontractors from the site.

No action taken by the owner under the above clause shall relieve the contractor of his liabilities under the contract or give rise to any right to compensation, extension time or otherwise.

GC.29 POWER OF ENTRY

If the contractor shall not commence the work in the manner previously described in the contract documents or if he shall at any time, in the opinion of Engineer-in charge.

Fail to carry out works in conformity with the contract documents, or

Fail to carry out the works in accordance with the time schedule or

Substantially suspend work or the works for a period of seven days without authority from Engineer-in-charge or

Fail to carry out and execute the work to the satisfaction of the Engineer-in-charge, or

Fail to supply sufficient or suitable construction plant, temporary works, labor, materials or things or

Commit breach of any other provisions of the contract on his part to be performed or observed or persists in any of the above mentioned breaches of the contract for seven days after notice in writing shall have been given to the contractor by the Engineer-in-charge requiring such breach to be remedied or Abandon the work or

During the continuance of the contract becomes bankrupt, make any arrangement compromise with his creditors, or permit any execution to be levied or go liquidation whether compulsory or voluntary not being merely a voluntary liquidation for the purpose of amalgamation or reconstruction then in any such

The owner shall have the power to enter upon the works and take possession thereof the materials, temporary works, constructional plant and stores therein and to revoke the contractor's license to use the same and to complete the works by his other contractor or workmen, to relate the same upon any terms to such other person, firm or corporation as the owner in his absolute discretion may think to employ, and for the purpose aforesaid to use or authorize the use of any Is, temporary works, constructional plant, and stores as aforesaid with making payment or

allowance to the contractor for the said materials other than such as may be certified in writing by the Engineer-in-charge to be reasonable and without making payment or allowance to the contractor for the use of said temporary works, constructional plant and stock or being liable for any loss or damage thereto. If the owner shall be reason of his taking possession of the works or of the work being got completed by other contractor incurred excess expenditure be deducted from any money, which may be due for the work done by the contractor under the contract and paid for. Any deficiency shall forthwith be made good and paid to the owner by contractor and the owner shall have power to sell in such manner and for such price as he may think fit all or any of the constructional plant, materials etc. consist constructed by or belonging to and to recoup and retain the said deficiency or any part thereof out of the proceeds of the sale.

GC.30 CONTRACTOR'S RESPONSIBILITY WITH THE OTHER CONTRACTOR AND AGENCIES

Without repugnance to any other condition, it shall be the responsibility of the contractor executing the work, to work in close co-operation and co-ordination with other contractors or their authorized representatives and the contractor will put a joint scheme with the concurrence of other contractors or their authorized representatives showing the arrangements for carrying his portion of the work to the Engineer-in-charge and get the approval. The Engineer-in-charge before approving the joint scheme will call the parties concerned and modify the scheme if required. No claim will be entertained on account of the above. The contractor shall conform in all respects with the provisions of any statutory regulations, ordinances or by laws of any local or duly constituted authorities or public bodies which may be applicable from time to time to works or any temporary works, The contractors shall keep the owner indemnified against all penalties and liabilities of every kind arising out of non-adherence to such statutes, ordinance, laws, rules, regulations etc.

GC.31 OTHER AGENCIES AT SITE

The contractor shall have to execute the work in such place and condition where other agencies will also be engaged for other works, such as site grading, filling and leveling, electrical and mechanical engineering works, etc. No claim shall be entertained works being executed in the above circumstances.

GC.32 NOTICES

Any notice under this contract may be served on the contractor or his duly authorized representative at the job site or may be served by' registered post direct to the official address of the contractor. Proof of issue of any such notice could be conclusive of the contractor having been duly informed of all contents therein.

GC.33 RIGHTS OF VARIOUS INTERESTS

The owner reserves the right to distribute the work between more than one contractor. Contractor shall co-operate and afford reasonable opportunity to other contractors for access to the works, for the carriage and storage of materials and execution of their works. Whenever the work being done by department of the owner or by other contractor employed by the owner is contingent upon work covered by this contract, the respective rights of the various interests shall be determined by the Engineer-in-charge to secure the completion of various portions of the work in general harmony.

GC.34 PRICE ADJUSTMENTS

No adjustment in price shall be allowed, as time of completion is less than one year in this tender.

GC.35 TERMS OF PAYMENT

The payment of bills shall be made progressively according to the rules and practices followed by the corporation. The progressive payment unless otherwise provided in the contract agreement or subsequently agreed to by the parties shall be made generally monthly on submission of a bill by the contractor in prescribed form of an amount according to the value of the work performed less the price of materials supplied by owner, aggregate of previous progressive payments. All such progressive payments shall be regarded as payments by way of advance against final payment.

Payment for the work done by the contractor will be based on the measurement at various stages of the work, in accordance with the conditions at clause in Price bid.

GC.36 PAYMENTS DUE FROM THE CONTRACTOR

All costs, damages or expenses, for which under the contract, contractor is liable to the Municipal Corporation, may be deducted by the Municipal Corporation from any money due or becoming due to the contractor under the contract or from any other contract with the Municipal Corporation or may be recovered by action at law or otherwise from the contractor.

GC.37 CONTINGENT FEE

The contractor warrants that he has not employed a person to solicit or secure the contract upon any agreement for a commission, percentage, and brokerage contingent fee. Breach of this warranty shall give the Municipal Commissioner the right to cancel the contract or to take any drastic measure as the corporation may deem fit. The warranty does not apply to commissions payable by the contractor to establish commercial or selling agent for the purpose of securing business.

No officer, employer or agent of the Municipal Corporation shall be admitted to any share or part of this contract or to any benefit that may rise there from.

GC.38 BREACH OF CONTRACT BY CONTRACTOR

If the contractor fails to perform the work under the contract with due diligence or shall refuse or neglect to comply with instructions given to him in writing by the Engineer-in-charge in accordance with the contract, or shall contravene the provisions of the contract, the Municipal Commissioner may give notice in writing to the contractor to make good such failure, neglect, or contravention. Should the contractor fail to comply with such written notice within 14 (fourteen) days of receipt, it shall be lawful for the Municipal Corporation, without prejudice to any other rights the Municipal Corporation may have under the contract, to terminate the contract for all or part of the works, and make any other arrangements it shall deem necessary to complete the work outstanding under the contract at the time of termination. In this event the performance Bond shall immediately become due and payable to the Municipal Corporation. The value of the work done on the date of termination and not paid for shall be kept as deposit for adjustment of excess expenditure incurred in getting the remaining work completed and the corporation shall have free use of any works which the contractor may have at the site at the time of termination of the contract.

GC.39 DEFAULT OF CONTRACTOR

- i) The Municipal Commissioner may upon written notice of default to the contractor terminate the contract circumstances detailed here under:

If in the opinion of the Municipal Commissioner, the contractor fails to make completion of works within the time specified in the completion schedule or within the period for which the corporation has granted extension to the contractor.

If in the opinion of the Municipal Commissioner, the contractor fails to comply with any of the other provisions of this contract.

In the event, the corporation terminates the contract in whole or in part as provided in Article GC. 50 (termination of the contract) the Municipal Corporation reserve the right to purchase upon such terms and in such manner as it may be deem appropriate, plant similar to one which is not supplied by the contractor and the contractor will be liable to the Municipal Corporation for any additional costs for such similar plant and/or for liquidated damages for delay until such time as may be required for the final completion of works.

If this contract is terminated as provided in this paragraph GC.30 (Power of Entry) (1) the Corporation in addition to any other rights provided in this clause, may require the contractor to transfer title and deliver to the corporation.

Any completed works.

Such partially completed information and contract rights as the contractor has specifically produced or acquired for the performance of the contract so terminated.

- iv) In the event, the corporation does not terminate the contract as provided in the paragraph GC.50 (termination of contract) the contractor shall continue performance of the contract, in which case he shall be liable to the corporation for liquidated damages for delay until the works are completed and accepted.

GC.40 BANKRUPTCY

If the contractor shall become bankrupt or insolvent or has a receiving order made against him, or compound with his creditors, or being the Corporation commence to be wound up not being a member voluntary winding up for the purpose of amalgamation or reconstruction, or carry on its business under a receiver for the benefit of his creditors or any of them, the corporation shall be at liberty to either (a) terminate the contract forthwith by giving notice in writing to the contractor or to the receiver or liquidator or to any person or organization in whom the contract may become vested and to act in the manner provided in Article GC.41 (Default of Contractor) as though the last mentioned notice had been the notice referred to in such article or (b) to give such receiver, liquidator or other persons in whom the contract may become vested the option of carrying out the contract subject to his providing a satisfactory guarantee for the due and faithful, performance of the contract up to an amount to be agreed. In the event that the corporation terminates the contract in accordance with this article, the performance bond shall immediately become due and payable on demand to corporation.

GC.41 OWNERSHIP

Works hand over pursuant to the contract shall become the property of the corporation from whichever is the earlier of the following times, namely

When the works are completed pursuant to the contract.

When the contractor has been paid any sum to which he may become entitled in respect thereof pursuant to clause GC.36 (terms of payment).

GC.42 DECLARATION AGAINST WAIVER

The condemnation by the corporation of any breach or breaches by the contractor or an authorized sub-contractor of any of the stipulations and conditions contained in the contract, shall in no way prejudice or affect or be construed as a waiver of the corporation's rights, powers and remedies under the contract in respect of any breach or breaches.

GC.43 LAWS GOVERNING THE CONTRACT

This contract shall be construed according to and subject to the laws of India and the State of Gujarat and under the jurisdiction of the courts of Gujarat at Rajkot.

GC.44 OVER PAYMENT AND UNDERPAYMENT

Whenever any claim for the payment of a sum to the corporation arises out of or under this contract against the contractor, the same may be deducted by the Corporation from any sum then due or which at any time thereafter may become due to the contractor under this contract and failing that under any other contract with the corporation or from any sum due to the contractor with the Corporation (which may be available with the Corporation), or he shall pay the claim on demand. The corporation reserves the right to carry out post payment audit and technical examinations of the final bill including all supporting vouchers, abstracts etc. The corporation further reserves the right to enforce recovery of any payment when detected, notwithstanding the fact that the amount of the final bill may be included by one of the parties as an item of dispute before an Arbitrator appointed under Article GC.49 (arbitration) of this contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award. If as a result of such audit and technical examinations any over payment is discovered in respect of any work done by the contractor or alleged to have been done by him under the contract, it shall be recovered by the corporation from the contractor as prescribed above. If any under payment is discovered by the corporation, the amount due to the contractor under this contract, may be adjusted against any amount then due or which may at any time thereafter become due before payment is made to the contractor.

GC.45 SETTLEMENT OF DISPUTES

Except as otherwise specifically provided in the contract, all disputes concerning questions of fact arising under the contract shall be decided by the Engineer-in-charge subject to a written appeal by the contractor to the Engineer-in-charge and those decisions shall be final and binding on the parties hereto. Any disputes or differences including those considered as such by only one of the parties arising out of or in connection with this contract shall be to the extent possible settled amicably between the parties. If amicable settlement cannot be reached then all disputed issues shall be settled as provided in Article GC-48 (Disputes or differences to be referred to) and Article No. GC. 49 (Arbitration).

GC.46 DISPUTES OF DIFFERENCES TO BE REFERRED TO

If at any time, any question, disputes or differences of any kind whatsoever, shall arise between the Engineer-in-charge and the contractor upon or in relation to or in connection with this contract either party may forthwith give to the other, notice in writing of the existence of such

question, dispute or difference as to any decision, opinion, instruction, direction, certificate or evaluation of the Engineer-in-charge. The question, dispute or difference shall be settled by the Municipal Commissioner, Rajkot Municipal Corporation, who shall state his decision in writing and give notice of same to the Engineer-in-charge and to the contractor. Such decision shall be final and binding upon both parties. The contract and work on contract if not already breached or abandoned shall proceed.

GC.47 ARBITRATION

In case of any dispute arising during the course of Execution the matter should be referring to **Municipal Commissioner, Rajkot** who will be sole Arbitrator and whose decisions will be final and binding to the contractor.

GC.48 TERMINATION OF THE CONTRACT

If the contractor finds it impracticable to continue operation owing to force major reasons or for any reasons beyond his control and/or the corporation find it impossible to continue operation, then prompt notification in writing shall be given by the party affected to the other.

If the delay or difficulties so caused cannot be expected to cease or become unavoidable or if operations cannot be resumed within two (2) months then either party shall have the right to terminate the contract upon ten (10) days written notice to the other. In the event of such termination of the contract, payment to the contractor will be made as follows

The contractor shall be paid for all works approved by the Engineer-in-charge and for any other legitimate expenses due to him.

If the corporation terminates the contract owing to Force Major or due to any cause beyond its control, the contractor shall additionally be paid for any work done during the said two (2) months period including any financial commitment made for the proper performance of the contract and which are not reasonably defrayed by payments under (a) above,

The corporation shall also release all bonds and guarantees at its disposal except in cases where the total amount of payment made to the contractor exceeds the final amount due to him in which case the contractor shall refund the excess amount within thirty (30) days after the termination and the corporation thereafter shall release all bonds and guarantees. Should the contractor fail to refund the amounts received in excess within the said period such amounts shall be deducted from the bonds or guarantees provided.

- iii) On termination of the contract for any cause the contractor shall see the orderly suspension and termination of operations, with due consideration to the interests of the corporation with respect to completion, safeguarding or storing of materials procured for the performance of the contract and the salvage and resale thereof.

GC.49 SPECIAL RISKS

If during the contract, there shall be an outbreak of war (whether war is declared or not), majorie epidemic, earthquake or similar occurrence in any part of the world beyond the control of either party to the contract which financially or otherwise materially affects the execution of the contract, the contractor shall unless and until, the contract is terminated under the provisions of this article use his best endeavors to complete the execution of the contract, provided always that the corporation shall be entitled at any time after the onset of such special risks, to terminate the

contract by giving written notice to the contractor and upon such notice being given this contract shall terminate but without prejudice to the rights of either party in respect of any antecedent breach thereof.

The contractor shall not be liable for payment of compensation for delay or for failure to perform the contract for reasons of Force Major. Such as acts of public enemy, acts of Government, fires, floods, cyclones, epidemics, quarantine restrictions, lockouts, strikes, freight embargos and provided that the contractor shall within Ten (10) days from the beginning of such delay notify the Engineer-in-charge in writing, of the cause of delay, the corporation shall verify the facts and grant such extension as the facts justify.

GC.50 CHANGE IN CONSTITUTION

Where the contractor is a partnership firm, the prior approval in writing of the owner shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or undivided family business concern such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If prior approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of contract.

GC.51 SUB-CONTRACTUAL RELATIONS

All work performed for the contract by a sub-contractor shall be pursuant to an appropriate agreement between the contractor and the sub-contractor, which shall contain provision to:

Protect and preserve the rights of the corporation and the Engineer in charge with respect to the works to be performed under the sub-contract so that the sub-contracting party will not prejudice such rights.

Require that such work be performed in accordance with the requirements of contract documents.

Require under such contract to which the contractor is a party, the submission to the contractor of application for payment and claims for additional costs, extension of time, damages for delay or otherwise with portions of the work in sufficient time, that the contractor may apply for payment and comply in accordance with the contract documents for like claims by the contractor upon the Corporation.

Waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by the property insurance except such rights as they may have to the proceeds of such insurance held by the corporation as trustee and,

Obligate each sub-contractor specifically to consent to the provisions of this Article.

GC.52 PATENTS AND ROYALTIES

Contractor, if licensed under any patent covering equipment, machinery, materials or composition of matter to be used or supplied or methods and process to be practiced or employed in the performance of this contract agrees to pay all royalties and license fees, which may be due

with respect thereto. If any equipment, machinery, materials, composition, matters, to be used or supplied or methods practiced or employed in the performance of this contract, is covered by a patent under which contractor is not licensed, then the contractor before supplying using the equipment, machinery, materials, compositions, methods of process shall obtain such license and pay such royalties and license fees as may be necessary for performance of this contract. In the event contractor fails to pay such royalty or to obtain any such license, the contractor at his own expenses will defend any suit for infringement of such patents, which is brought against the contractor or the owner as a result of such failure, and the contractor will pay any damages and costs awarded in such suit. The contractor shall promptly notify the owner if the contractor has acquired knowledge of any plant under which a suit for infringement could be reasonably brought because of the use by the owner of any equipment machinery, materials, process methods to be supplied in hereunder, Contractor agrees to and does hereby grant to owner together with the right to extend the same to any of the subsidiaries of the owner an irrevocable royalty free license to use in any country, any invention made by the contractor or his employees in or as a result of the performance of work under contract.

With respect to any subcontract entered into by contractor pursuant to the provisions of the relevant clause hereof, the contractor shall obtain from the sub-contractor an understanding to provide the owner with the same patent protection that contracts is required to provide under the provisions of the clause.

The owner shall indemnify and save harmless the contractor from any loss account of claims against contractor for the contributory infringement of pat rights arising out of and based upon the claim that the use by the corporation the process included in the design prepared by the owner and used in the operating of the plant infringes on any patent rights.

GC.53 LIEN

If, at any time, there should be evidence of any lien or claim for which owner might have become liable and which is chargeable to the contractor, the owner shall have the right to retain out of any payment then due or thereafter to become due a amount sufficient to completely indemnify the owner against such lien or claim or such lien or claim be valid the owner may pay and discharge the same and deduct the amount as paid from any money which may be due or become due and payable to the contractor. If any lien or claims remaining unsettled after all payments are made, the contractor shall refund or pay to the owner all money that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses.

GC.54 EXECUTION OF WORK

The whole work shall be carried out in strict conformity with the provisions of the contract documents, detailed drawings, specifications and the instructions of the Engineer-in-charge from time to time. The contractor shall ensure that the whole work is executed in the most substantial, and proper manner with best workmanship using materials of best quality in strict accordance with the specifications to the entire satisfaction of the Engineer-in-charge.

GC.55 WORK IN MONSOON

When the work continues in monsoon, the contractor shall maintain minimum labor force required for the work and plan and execute the construction and erection work according to the prescribed schedule. No extra rate will be considered for such work in monsoon. During

monsoon and entire construction period the contractor shall keep the site free from water at his own cost.

GC.56 WORK ON SUNDAYS AND HOLIDAYS

No work except curing shall be carried out on Sundays and Holidays. However, if the exigencies of the work need continuation of work on Sundays and Holidays, written permission of the Engineer in-charge shall be obtained in advance.

GC.57 GENERAL CONDITIONS FOR CONSTRUCTION WORK

Working hours shall be eight every day. The over time work in two shifts could be carried with the written permission of the Engineer-in-charge but no compensation shall be paid for the same. The rate quoted shall include this. The Contractor shall plan his work in such a way that his laborers do not remain idle. The owner will not be responsible for idle labor of the contractor. The contractor shall submit to the owner progress report every week. The details and Performance of the report will be as per mutual agreement.

GC.58 DRAWINGS TO BE SUPPLIED BY THE OWNER

The drawings attached with the tender documents shall be for general guidance of the Contractor to enable him to visualize the type of work contemplated and scope of work involved. Details working drawings according to which the work is to be done shall be furnished from time to time as the work progresses. The contractor shall study the drawings thoroughly in connection with details and bring to the notice of the Engineer-in-charge discrepancy if any, before actually carrying out the work.

Drawings will be approved within three (3) weeks of the receipt Engineer-in-charge.

GC.59 SETTING OUT WORK

The Contractor shall set out the work on the site handed over by the Engineer-in-charge and shall be responsible for the correctness of the same. The work shall be carried out to the entire satisfaction of Engineer-in-charge. The approval thereof or partaking by Engineer-in-charge in setting out work shall not relieve contractor of any of his responsibilities. The contractor shall provide at his own cost all necessary level posts, pegs, bamboos, flags, ranging rods, strings and other materials and laborers required for proper setting out of the work. The contractor shall provide fix and be responsible for the maintenance of all stakes, templates, level markets, profiles and similar other things and shall take all necessary precautions to prevent their removal or disturbance and shall be responsible for the consequences for such removal or disturbance. The contractor shall also be responsible for the maintenance of all existing survey marks, boundary marks, and distance marks and centerline marks either existing or face lines or cross lines shall be marked by small masonry pillars. Each pillar shall have distance mark at the center for setting up the theodolite. The work shall not be started unless the setting out is checked and approved by Engineer-in-charge in writing but such approval shall not relieve the contractor of his responsibilities about the correctness of setting out. The contractor shall provide all materials, labor and other facilities necessary for checking at his own cost. The contractor shall protect pillars boring geodetic marks on site. On completion of the work the contractor shall submit the geodetic documents according to which the work has been carried out.

GC.60 RESPONSIBILITIES OF CONTRACTOR FOR CORRECTNESS OF WORK

The contractor shall be entirely and exclusively responsible for the correctness of every part of the work and shall rectify completely any errors therein at his own cost when so instructed by Engineer-in-charge. If any error has crept in the work due to non-observance of this clause, the contractor will be responsible for the error and bear the cost of corrective work.

1. Material to be supplied by the contractor

Contractor shall procure and provide all the material required for the execution and maintenance of work including M.S. rods; all tools, tackles, construction plant and equipment except, the materials to be supplied by the owner detailed in the contract documents. Owner shall make recommendations for procurement of materials to the respective authorities if desired by the contractor but assumes no responsibility of any nature. Owner shall insist for procurement of materials with ISI marks supplied by reputed firms of the DGS & D list.

2. If however, the Engineer-in-charge feels that the work is likely to be delayed due to contractor's inability to procure materials, the Engineer-in-charge shall have the right to procure materials from the market and the contractor will accept these materials at the rates decided by Engineer-in-charge.

GC.61 MATERIALS TO BE SUPPLIED BY THE OWNER

If the contract provided certain materials or stores to be supplied by the owner, such materials and stores transported by the contractor at his cost from owner's stores or Railway Station. The cost from contractor for the value of materials supplied by the owner will be recovered from the R.A. bill on the basis of actual consumption of materials in the work covered and for which R.A. bill has been prepared. After completion of the work the contractor has to account for the full quantity of materials supplied to him.

The value of store materials supplied by the owner to the contractor shall be charged at rates shown in the contract documents and in case any other material not listed in the schedule of materials is supplied by the owner, the same shall be charged at cost price including carting and other expenses incurred in procuring the same. All materials so supplied shall remain the property of the owner and shall not be removed from the site on any account. Any material remaining unused at the time of completion of work or termination of contract shall be returned to owner's store or any other place as directed by the Engineer-in-charge in perfectly good condition at contractor's cost. When materials are supplied free of cost for use in work and surplus and unaccounted balances thereof are not returned to the owner, recovery in respect of such balance will be effected at double the applicable issue rate of the material or the market rates whichever is higher.

G.62 CONDITIONS OF ISSUE OF MATERIALS BY THE OWNER

The materials specified to be issued by the owner to the contractor shall be issued by the owner at his store and all expenses for it carting site shall be borne by the contractor will be issued during working hours and as per rules of owner from time to time.

Contractor shall bear all expenses for storage and safe custody at site of materials issued to him before use in work.

Material shall be issued by the owner in standard/non-standard sizes as obtained from manufacturer.

Contractor shall construct suitable godown at site for storing the materials to protect the same from damage due to rain, dampness, fire, theft etc.

The contractor should take the delivery of the materials issued by the owner after satisfying himself that they are in good conditions. Once the materials are issued, it will be the responsibility of the contractor to keep them in good condition and in safe custody. If the materials get damaged or if they are stolen, it shall be the responsibility of the contractors to replace them at his cost according to the instructions of the Engineer-in-charge.

For delay in supply or for non-supply of materials to be supplied by the owner, on account of natural calamities, act of enemies, other difficulties beyond the control of the owner, the owner carries no responsibilities. In no case the contractor shall be entitled to claim any compensation for loss suffered by him on this account.

The contractor for manufacturing items, which can be obtained from the manufacturers, shall use none of the materials issued to the contractor. The materials issued by the owner shall be used for the work only and no other purpose.

Contractor shall be required to execute indemnity bond in the prescribed form for the safe custody and account of materials issued by the owner.

Contractor shall furnish sufficiently in advance a statement of his requirements of quantities of materials to be supplied by the owner and the time when the same will be required for the work, so as to enable Engineer-in-charge to make arrangements to procure and supply the materials.

A daily account of materials issued by the owner shall be maintained by the contractor showing receipt, consumption and balance on hand in the form laid down by Engineer-in-charge with all connected paper and shall be always available for inspection in the site office.

Contractor shall see that only the required quantities of materials are got issued and no more. The contractor shall be responsible to return the surplus materials at owner's store at his own cost.

GC.63 MATERIALS PROCURED WITH ASSISTANCE OF THE OWNER

Notwithstanding anything contained to the contrary in any of the clauses of this contract, where any materials for the execution of the contract are procured with the assistance of the owner either by issue from owners stock or purchase made under orders or permits or licenses issued materials as trustees for owner, and use such materials not dispose them off without the permission of owner and unserviceable materials that may be left with him after completion of the contract or at its termination for any reason whatsoever on his being paid or credited such price as Engineer-in-charge shall determine having due regard to the conditions of the materials. The price allowed to contractor shall not exceed the amount charged to him excluding the storage charges if any. The decision of Engineer-in-charge shall be final and conclusive in such matters. In the event of breach of the aforesaid condition, the contractor shall in terms of license or permits and/or for criminal breach of trust be liable to compensate owner at double the rate or any higher rates. In the event of these materials at that time having higher rate or not being

available in the market then any other rate to be determined by the Engineer-in-charge at his decision shall be final and conclusive.

GC.64 MATERIALS OBTAINED FROM DISMANTLING

If the contractor, in the course of execution of work, is called upon to dismantle any part of work for reasons other than on account of bad or imperfect work, the materials obtained from dismantling will be the property of the owner and will be disposed of as per instructions of Engineer-in-charge in the best interest of the owner.

GC.65 ARTICLE OF VALUE OF TREASURE FOUND DURING CONSTRUCTION

All gold, silver and other minerals of any description and all precious stones, coins, treasurers, relics, antiquities and other similar things which shall be found in, under or upon site shall be the property of the owner and the contractor shall properly preserve the same to the satisfaction of the Engineer-in-charge and shall hand over the same to the owner.

GC.66 DISCREPANCIES BETWEEN INSTRUCTIONS

If there is any discrepancy between the various stipulations of the contract documents or instructions to the contractor or his authorized representative or if any doubt arises as to the meaning of such stipulation or instructions, the contractor shall immediately refer in writing to the Engineer-in-charge whose decision shall be final and conclusive and no claim for losses caused by such discrepancy shall in any event be admissible.

GC.67 ALTERATIONS IN SPECIFICATIONS AND DESIGNS AND EXTRA WORK

A) The Consultants/Engineer-in-Charge shall have power to make any alterations in, omission from, addition to, substitutions for, the schedule of rates, the original specifications, drawings, designs, and instructions that may appear to him to be necessary or advisable during the progress of work and the contractor shall be bound to carry out such altered/extra/new items of work in accordance with any instructions which may be given to him in writing signed by Engineer-in-Charge and such alteration omissions, additions or substitutions, shall not invalidate contract and any altered, additional or substituted work shall be carried out by the contractor on the same conditions of contract. Consultant as may be considered just and reasonable by him may extend the time for completion. The rates for such additional, altered or substitute work shall be worked out as under:

If the rates for additional, altered or substitutes work are specified in the contract for work, the contractor is bound to carry out such work at the same rates as specified in the contract.

If the rates for additional, altered or substituted work are not specifically provided in the contracts for the work, the rates will be derived from the rates of similar items of work in the contract work. The opinion of Engineer-in-Charge as to whether the rates can be reasonably so derived the items of contract will be final and binding the contractors;

If the rates of altered, additional or substitute work cannot be determined as specified in (a) or (b) above, the rate should be paid as per current S.O.R. of RMC.

If the rates of altered, additional or substitute work cannot be determined as specified in a) or b) or c) above, the contractor shall within seven days of the receipt of order to carry out the work

inform the Consultant/Engineer-in-Charge of the rate which he intends to charge for such work supported by rate analysis and the Consultant/Engineer-in-Charge will determine the rate on the basis of prevailing market rates of materials, labor cost at schedule of labor plus 10% there on as contractor's supervision overheads and profit. The opinion of Consultant/Engineer-in-Charge as to the market rates of materials and the quantity of labor involved per unit of measurement will be final and binding on contractor.

For extra items, percentage above or below on Schedule –B shall be considered.

But under no circumstances, the contractor suspends work or the plea of non-settlement of items falling under this clause.

GC.68 ACTION WHEN NO SPECIFICATIONS IS ISSUED

In case of any class of work for which no specification is supplied by the owner in the tender documents, such work shall be carried out in accordance with relevant la-test ISS and if ISS do not cover the same, the work shall be carried out as per general technical specification for building work; and if not covered in then it is to be with standard Engineering practice subject to the approval of Engineer-in-charge.

GC.69 ABNORMAL RATES

Contractor is expected to quote rate for each item after careful analysis of cost involved for the performance of the completed item considering all specifications and conditions of contract.

GC.70 ASSISTANCE TO ENGINEER-IN-CHARGE

Contractor shall make available to Engineer-in-charge free of cost all necessary instruments and assistance in checking of any work made by the contractor setting out for taking measurement of work etc.

GC.71 TESTS FOR QUALITY OF WORK

The contractor shall be required to give satisfactory measurement test wherever required and shall rectify the defects, if any free of cost. The necessary water, power, labor, etc. required for measurement test shall also be arranged by the contractor at his own cost.

All workmanship shall be of the best kind described in the contract documents and in accordance with the instructions of Engineer-in-charge and shall be subjected from time to time to such tests at contractor cost as the Engineer-in-charge may direct at the place of manufacture of fabrication or on the site or at any such place. Contractor shall provide assistance, instruments, labor, and materials as are normally required for examining, measuring and testing of any work or workmanship as may be selected and required by Engineer-in-charge.

All tests necessary in connection with the execution of work as decided by Engineer-in-charge shall be carried out at an approved laboratory at contractor's cost.

Contractor shall furnish the Engineer-in-charge for approval when requested or if required by the specification, adequate samples of all materials and finished goods to be used in work sufficiently in advance to permit tests and examination thereof. All materials furnished and finished goods applied in work shall be exactly as per the approved samples.

GC.72 ACTION AND COMPENSATION IN CASE OF BAD WORKMANSHIP

If it shall appear to the Engineer-in-charge that any work has been executed with materials of inferior description, or quality or are unsound or with unsound, imperfect or unskilled workmanship or otherwise not in accordance with the contract, the contractor shall, on demand in writing from Engineer-in-charge or his authorized representative specifying the work, materials or articles complained of, notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct the work, so specified. In the event of failure to do so within a period to be specified by the Engineer-in-charge in his aforesaid demand, contractor shall be liable to pay compensation at the rate of half a percent of the estimated cost of work for every work limited to a maximum of ten (10%) percent of the value of work while his failure to do so continues and in the case of any such failure the Engineer-in-charge may on expiry of the notice period rectify and remove and re execute the work or remove and replace with others at the risk and cost of the contractor. The decision of the Engineer-in-charge as to any question arising under this clause shall be final and conclusive.

GC.73 SUSPENSION WORK

Contractor shall, if ordered in writing by Engineer-in-charge or his representative temporarily suspended the work or any part thereof for such time (not exceeding one month) as ordered and shall not after receiving such written notice proceed with the work until he shall have received a written order to proceed therewith. The contractor shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of work as aforesaid. An extension of time for completion of work will be granted to the contractor corresponding to the delay caused by such suspension of work if he applies for the same provided the suspension was not consequent upon any default or failure on the part of the contractor.

GC.74 OWNER MAY DO PART OF THE WORK

When the contractor fails to comply with any instructions given in accordance with the provisions of this contract, the owner has the right to carry out such parts of work as the owner may designate whether by purchasing materials and engaging labor or by the agency of another contractor. In such case the owner shall deduct from the amount which otherwise might become due to contractor, the cost of such work and materials with ten (10) percent added to cover all departmental charges and should the total amount thereof exceed the amount due to contract, contractor shall pay the difference to owner.

GC.75 POSSESSION PRIOR TO COMPLETION

The Engineer-in-charge shall have the right to take possession of or to use any completed or partly completed work or part of work. Such possession or use shall not be deemed to be an acceptance of any work completed in accordance with the contract. If such prior possession or use by Engineer-in-charge delays the process of work, equitable adjustment in the time of completion will be made and the contract shall be deemed to be modified accordingly.

GC.76 COMPLETION CERTIFICATE

As soon as the work has been completed in accordance with contract (except in minor respects that do not effect their use for the purpose for which they are intended and except for maintenance thereof) as per general conditions of contract the Engineer-in-Charge shall issue a certificate (hereinafter called Completion Certificate) in which shall certify the date on which

work has been completed and has passed the said tests and owner shall be deemed to have taken over work on the date so certified. If work has been divided in various groups in contract, owner shall be entitled to take over any group or groups before the other or others and there upon the Engineer-in-charge will issue a completion certificate which will, however, be for such group or groups so taken over only.

In order that contractor could get a completion certificate, he shall make good, with all speed any defect arising from the defective materials supplied by contractor or workmanship or any act or omission of contractor that may have been discovered or developed after the work or groups of works has been taken over. The period allowed for carrying out such work will be normally, one month. If any defect be not remedied within the time, specified, owner may proceed to do work at contractor's risk and expenses and deduct from the final bill such amount as may be decided by owner. If by reason of any default on the part of the contractor, a completion certificate has not been issued in respect of every portion of work within one month after the date fixed by contract for completion of work, owner shall be at liberty to use work or any portion thereof in respect of which a completion certificate has been issued, provided that work or the portion thereof so used as aforesaid shall be afforded reasonable opportunity for completion of that work or the portion thereof so used as aforesaid shall be afforded reasonable opportunity for completion of that work for the issue of completion certificate.

GC.77 SCHEDULE OF RATES

The rates quoted by the contractor shall remain firm till the completion of the work and shall not be subject to escalation. Schedule of rates shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind to be taken in executing, completing and handing over the work to owner by contractor. The contractor shall be deemed to have known the nature, scope magnitude and the extent of work and materials required though contract documents may not fully and precisely furnish them. He shall make such provision in the schedule of rates as he may consider necessary to cover the cost of such items of work and materials as may be reasonable and necessary to complete work. The opinion of Engineer-in-charge as to the item of work which are necessary and reasonable for completion of work shall be final and binding on contractor although the same may be not shown on drawings or described specifically in contract documents.

The schedule of rates shall be deemed to include and cover the cost of all constructional plant, temporary work, materials, labor and all other matters in connection with each item in schedule of rates and the execution of work or any portion thereof finished complete in every respect and maintained as shown or described in the contract document or as may be ordered in writing during the continuance of the contract.

The schedule of rates shall be deemed to include and cover the cost of all royalties and fees for the articles and processes, protected by letters patent or otherwise incorporated in or used in connection with work, also all royalties, rents and other payments in connection with obtaining materials of whatsoever kind for work and shall include an indemnity to owner which contractor hereby gives against all actions, proceedings, claims, damages, costs and expenses arising from the incorporation in or use on the works of any such articles, processes or materials. Octroi or other municipal or local board charges if levied a material, equipment or machineries to be brought to site for use on work shall be borne by the contractor.

No exemption or reduction of custom duties, excise duties, sales tax or any other taxes or charges of the central or state Government or of any local body whatsoever will be granted or obtained and all such expenses shall be deemed to have been included in and covered by schedule of rates. Contractor shall also obtain and pay for all permits or other privileges necessary to complete the work.

The schedule of rates shall be deemed to include and cover risks on account of delay and interference with contractor's conduct of work which may occur from any cause including orders of owner in the exercise of his powers and on account of extension of time granted due to various reasons.

For work under unit rate basis no alteration will be allowed in the schedule of rates by reasons of work or any part of them being modified, altered, extended, diminished or omitted.

GC.78 PROCEDURE FOR MEASUREMENT OF WORK IN PROGRESS

As this being a lump sum contract, no detail measurements are required to taken but the progress of work will be recorded on percentage basis as prescribed in Schedule – B.

Contractor will submit a bill in approved Performa in quadruplicate to the Engineer-in-charge of the work giving abstract and detailed measurements of various items executed during a month as mutually agreed. The Engineer-in-charge shall verify the bill and the claim, as far as admissible, adjusted if possible, within 10 days of presentation of the bills.

GC.79 RUNNING ACCOUNT PAYMENTS TO BE REGARDED AS ADVANCES

All running account payments shall be regarded as payments by way of advance against the final payment only and not as payment for work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or rejected or to be considered as an admission of the due performance of contract or any part thereof.

GC.80. NOTICE FOR CLAIM FOR ADDITIONAL PAYMENT

If the contractor considers that he is entitled to extra payment or compensation or any claim whatsoever in respect of work, he shall forthwith give notice in writing to the Engineer-in-charge about his extra payment and/or compensation. Such notice shall be given to the Engineer-in-charge within ten (10 days) from the happen of any event upon which contractor basis such claims & such notice shall contain full particulars of the nature of such claim with full details and amount claimed. Failure on the part of the contractor to put forward any claim with the necessary particulars as above, within the time above specified shall be an absolute waiver thereof. No omission by owner to reject any such claim and no delay in dealing therewith shall be waiver by owner or any rights in respect thereof.

GC.81 PAYMENT OF CONTRACTOR'S BILL

The price to be paid by the owner to contractor for the work to be done and for the performance of all the obligations undertaken by the contractor under contract shall be based on the contract price and payment to be made accordingly for the work actually executed and approved by the Engineer-in-charge.

No payment shall be made for work costing less than Rs. 10,000/- till the work is completed and a certificate of completion given. But in case of work estimated to cost more than Rs. 10,000/-.

Contractor on submitting the bill thereof will be entitled to receive a monthly payment proportionate to the part thereof, approved and passed by Engineer-in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against contractor. This payment shall be made after necessary deductions as stipulated elsewhere in the contract documents for materials, security-deposit etc. The payment shall be released to the contractor within fifteen (15) days of submission of the bill duly pre-occupied on proper revenue stamp. The owner shall make payment due to contractor by crossed account payee cheque in Indian Currency forwarding the same to the registered office of the contractor. Owner shall not be responsible if the cheque is mislaid or misappropriated by unauthorized persons.

GC.82 FINAL BILL

Contractor shall submit the final bill within one (1) month of the date of physical completion of work, otherwise the Engineer-in-charge's certificate of the measurement and of total amount payable for work shall be final and binding on all parties.

GC.83 RECEIPT FOR PAYMENT

Receipt for payment made on account of work when executed by a firm must be signed by a person holding power of attorney in this respect on behalf of contractor except when described in the tender as a limited company in which case the receipt must be signed in the name of the company by one of its principal officers or by some other person having authority to give effectual receipt for the company.

GC.84 COMPLETION CERTIFICATE

When the contractor fulfils his obligation as per terms of contract he shall be eligible to apply for completion certificate. Contractor may apply for separate completion certificate in respect of each such portion of work by submitting the completion documents along with such application for completion certificate.

The Engineer-in-charge shall normally issue to contractor the completion certificate within one (1) month after receiving an application thereof from contractor after verifying, from the completion documents and satisfying himself that work has been completed in accordance with and as set out in the construction and erection drawings and the contract documents. Contractor after obtaining the completion certificate is eligible to present the final bill for work executed by him under the terms of contract.

Within one month of completion of work in all respects contractor shall be furnished with a certificate by the Engineer-in-charge of such completion but no certificate shall be given nor shall work be deemed to have been executed until all (i) scaffolding, surplus materials and rubbish is cleared off site completely, (ii) until work shall have been measured by the Engineer-in-charge whose measurement shall be binding and conclusive and (iii) until all the temporary works, labor and staff colonies etc. constructed are removed and the work site cleaned to the satisfaction of the Engineer-in-charge. If contractor shall fail to comply with the requirements as aforesaid or before date fixed for the completion of work, the Engineer-in-charge may at the expense of contractor remove such scaffolding, surplus materials and rubbish and dispose of the same as he thinks fit.

The following documents will form the completion documents:

Technical documents according to which the work has been carried out.

Three sets of construction drawings showing therein the modifications and corrections made during the course of execution signed by the Engineer-in-charge.

Completion certificate for 'Embedded' or 'Covered' up work.

Certificate of final levels as set out for various works.

Certificate of test performed for various work.

Material appropriation statement for the materials issued by owner for work and list of surplus materials returned to owner's store duly supported by necessary documents.

4. Upon expiry of the period of defect liability and subject to Engineer-in-charge being satisfied that work has been duly maintained by contractor during the defects liability period as fixed originally or as extended subsequently and that contractor has in all respects made up any subsidence and performed all his obligations under contract, the Engineer-in-charge shall (without prejudice to the rights of owner in any way) give final certificate to that effect. The contractor shall not be considered to have fulfilled the whole of his obligation until final certificate shall have been given by the Engineer-in-charge.

5. Final certificate only evidence of completion

Except the final certificate no other certificate of payment against a certificate or on general account shall be taken to be an admission by owner of the due performance of contract or any part thereof or of occupancy or validity or any claim by the contractor.

GC.85 TAXES, DUTIES, OCTROI ETC.

Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all taxes including sale taxes, GST, duties, octroi, etc. now or herein after imposed, increased or modified from time to time in respect of work and materials and all contributions and taxes for unemployment, compensation, insurance and old age pension or annuities now or hereinafter imposed by the Central or State Government authorities with respect to or covered by the wages, salaries or other compensation paid to the persons employed by contractor.

If the contractor is not liable to sale tax assessment, a certificate to that effect from the competent authority shall be produced, without which final payment to the contractor shall not be made. The owner shall not supply IP, 'C' and 'D' from, and the contractor shall be required to pay full sales tax as applicable.

Contractor shall be responsible for compliance with all obligations and restrictions imposed by the labor law or any other law affecting employer-employee relationship.

Contractor further agrees to comply and to secure the compliance of all subcontractors with applicable central state, municipal and local laws and regulations and requirement. Contractor also agrees to defend, indemnify and hold harmless the owner from any liability or penalty which may be imposed by central, state or local authority by reasons of any violation by contractor or subcontractor of such laws; regulations or requirements and also from all claims, suits or proceedings that may be brought against owner arising under, growing out of or by reasons or work provided for by this contract by third parties or by Central or State Government Authority or any Administrative Sub-Division thereof.

The GST on work contract will be borne by contractor.

GC.86 INSURANCE

Contractor shall at his own expenses carry and maintain with reputable Insurance Companies to the satisfaction of owner as follows:

Contractor agrees to and uses hereby accept full and exclusive liability for compliance with all obligations impose by the Employee's State Insurance Act 1948, and Contractor further agrees to defend, indemnify and hold owner hardness from any liability or penalty which may be imposed by the central or state government or local authority by reasons of any assorted violation by Contractor or sub-Contractor or the Employees, State Insurance Act 1 948 and also from all claims, suits or proceedings that may be brought against owner arising under, growing out of or by reasons of the work provided for by this contract whether brought by employees of contractor, by third parties or by Central or State Government authority or any administrative sub division thereof.

Contractor agrees to fill in with the Employees State Insurance Corporation, the declaration form and all forms which may be required in respect of contractor's or sub-contractor's employees whose aggregate remuneration is Rs. 400/- p.m. or less and who are employed in work provided for or those covered by ESI from time to time under the agreement. The Contractor shall deduct and secure the agreement of the sub contractor to deduct the employee's contribution as per the first schedule of the Employees State Insurance Act from wages. Contractor shall remit and secure the agreement of sub-contractor to remit to the State Bank of Indian Employees State Insurance Corporation Accounts, the employee's contribution as required by the act. Contractor agrees to maintain all cards and records as required under the Act in respect of employees and payments and contractor shall secure the agreements of the sub contractors to maintain in such records, any expenses incurred for the contributions, making contributions or maintaining records shall be to contractors or sub-contractors own account. Owner shall retain such sum as may be necessary from the contract value until contractor shall furnish satisfactory proof that all contribution as required by the Employees State Insurance Act 1 948 have been paid.

Workman's compensation and employees liability insurance: Insurance shall be affected for all contractors' employees engaged in the performance of this contract. If any part of work is sublet, contractor shall require the sub contractor to provide workman's compensation and employer's liability insurance, which may be required by owner.

Other Insurance required under law of regulations or by owner Contractor shall also carry and maintain any and all other insurance which may be required under any law or regulation from time to time. He shall also carry and maintain any other insurance, which may be required by owner.

GC.87 DAMAGE TO PROPERTY

Contractor shall be responsible for making good to the satisfaction of owner any loss of and any damage to all structures and properties belonging to owner or being executed or procured or being procured by owner or of other agencies within the premises of all work of owner, if such loss or damage is due to fault and / or the negligence of willful act or omission of contractor, his employees, agent, representatives or subcontractors.

Contractor shall indemnity and keep owner harmless of all claims for damage to properties other than property arising under by reasons of this agreement, such claims result from

the fault and / or negligence or willful act or omission of contractor, his employees, agents, representative or sub contractors.

GC.88 CONTRACTOR TO INDEMNIFY OWNER

The contractor shall indemnify and keep indemnified the owner and every member, officer and employee of owner from and against all actions, claims, demands and liabilities whatsoever under the in respect of the breach of any of the above clauses and / or against any claim, action or demand by any workman / employee of the contractor or any sub contractor under any laws rules or regulations having force of laws, including but not limited to claims against the owner under the workman compensation Act 1923, the employees Provident Funds Act 1952 and / or the contract labor (Abolition and Regulations) Act 1970.

GC.89 PAYMENTS OF CLAIMS AND DAMAGES

If owner has to pay any money in respect of such claims or demands aforesaid, the amount so paid and the cost incurred by the owner shall be charged to and paid by contractor without any dispute notwithstanding the same may have been paid without the consent or authority of the contractor.

In every case in which by virtue of any provision applicable in the workman's Compensation Act 1923 or any other Act, owner be obliged to pay compensation to workmen employed by contractor the amount of compensation so paid, and without prejudice to the rights of owner under sec. (12) sub section (2) of the said Act, owner shall be at liberty to recover such amount from any surplus due to or to become due to the contractor or form the security deposit. Owner will not be bound to contest any claim made under section (12) subsection (12) of the said act except on written request of contractor and giving full security for all costs consequent upon the contesting of such claim.

The contractor shall protect adjoining sites against structural, decorative and other damages that could be caused to adjoining premises by the execution of these works and made goods at his cost, any such damage, so caused.

GC.90 IMPLEMENTATION OF APPRENTICE ACT 1954

Contractor shall comply with the provisions of the apprentice Act 1954 and the orders issued there under from time to time. If he fails to do so, it will be a breach of contract.

GC.91 HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS

Contractor shall comply with all the rules and regulations of the local sanitary authorities or as framed by owner from time to time for the protection of health and provide sanitary arrangements of all labor directly or indirectly employed on the work of this contract.

GC.92 SAFETY CODE **GENERAL**

Contractor shall adhere to safe construction practice and guard against hazardous and unsafe working conditions and shall comply with owner's rules as set forth herein.

1. First Aid and Industrial Injuries

Contractor shall maintain first aid facilities for its employees and those of his sub-contractors.

Contractor shall make outside arrangements for ambulance service and for the treatment of industrial injuries. Name of those providing these services shall be furnished to Engineer-in-charge, prior to start of construction, and their telephone numbers shall be prominently posted in contractor's field office.

All injuries shall be reported promptly to Engineer-in-charge and a copy of Contractor's report covering each personal injury requiring the attention of a physician shall be furnished to owner.

2. General Rules

- 2.1 Carrying and striking, matches, lighters inside the project area and smoking within the job site is strictly prohibited. Violators of smoking rules shall be discharged immediately. Within the operation area, no hot work shall be permitted, without valid gas, safety, fire permits. The contractor shall also be held liable and responsible for all lapses of his sub-contractors/employees in this regard.

3. Contractor's Barricades

- 3.1 Contractor shall erect and maintain barricades without any extra cost, required in connection with his operation to guard or protect during the entire phase of the operation of this contract for,

Excavation

Hoisting areas

Areas adjudged hazardous by Contractor's OR Owner's inspectors.

Owner's existing property liable to be damaged by Contractor's operations, in the opinion of Engineer-in-charge/Site Engineer.

Railroad unloading spots.

Contractor's employees and those of his subcontractors shall become acquainted with owner's barricading practices and shall respect the provisions thereof.

Barricades and hazardous areas adjacent to but not located in normal routes of travel shall be marked by red lantern at night.

4. Scaffolding

Suitable scaffolding shall be provided for workman for all works that cannot safely be done from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and handholds shall be provided on the ladder and the same shall be given an inclination not steeper than 1 in 4 (1 horizontal and 4 vertical).

Scaffolding or staging, more than 3.6 M (12') above the ground or floor, swing or suspended from an overhead support or erected with stationary support shall have

a guard rail properly attached, bolted, braced and otherwise fixed at least 1 .OM (3') high above the floor or platform or scaffolding or staging and extending along the entire length of the outside ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

Working platforms, gangways, and stairways should be so constructed that they should not sag unduly or inadequately and if the height of the platform or the gangway of the stairway is more than 3.6 M. (12'0") above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in 4.2 above.

Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 1.0 M (3'.o").

Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9.OM (30') in length while the width between the side rails in rung ladder shall in no case be less than 30 cms (1 2 inches) for ladder up to and including 3.OM (10'); in longer ladders this width would be increased at least 6MM (1/4") for each additional 30 cm (1 .0) of length. Uniform step spacing shall not exceed 30 cms. (1 2") Adequate precaution shall be taken to prevent danger from electrical equipment. No materials on any of the side of work shall be so stacked or placed as to cause danger or inconvenience to any person or public. The contractor shall also provide all necessary fencing and lights to protect the workers and staff from accidents, and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precautions and to pay damages and costs which may be awarded in any such suit or action or proceedings to any such person, or which, may be with the consent of the contractor be paid to compromise any claim by any such person.

5. Excavation

All trenches 1.2 M (4') or more in depth shall at all time are supplied with at least one ladder.

Ladder shall be extended from bottom of the trench to at least 3" above the surface of the ground. The side of the trench which are 1.5M (5') or more in depth shall be stopped back to give suitable slope, or securely held by timber bracing, so as to avoid the danger of sides to collapse. The excavated materials shall not be placed within 1 .5M (5') of the trench or half of the trench depth whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or under cutting be done.

6. Demolition

Before any demolition work is commenced and also during the progress of the work all roads and open area adjacent to the work site shall either be closed or suitably protected.

No electric cable or apparatus, which is liable to be a source of danger, shall remain electricity charged.

All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, or other part of the building shall be so over loaded with debris or materials as to render it unsafe.

7.0 Safety equipment

All necessary personal safety equipment as considered necessary by the Engineer-in-charge should be made available for the use of persons employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned.

Workers employed on mixing asphalt materials, cement and lime mortars shall be provided with protective footwear and protective gloves.

8.0 Risky places

When the work is done near any place where there is a risk of drowning, all necessary safety equipment shall be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

Hoisting equipment

Use of hoisting machines and tackles including their attachments, and storage and supports shall conform to the following standards or conditions.

These shall be of good mechanical construction, sound material and adequate strength and free from patent defect and shall be kept in good condition and in good working order.

Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength and free from patent defects.

Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding.

In case of every hoisting machine and of every chain ring hook, shackle, swivel and pulley block used in hoisting or lowering or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.

In case of departmental machine, the safe work load shall be notified by the Engineer-in-charge, As regards contractors machine, the contractor shall, notify the safe working load of the machine to the Engineer-in-charge. Whenever the

contractor brings any machinery to site of work he should get it verified by the Engineer-in-charge concerned.

10.0 Electrical equipments

10.1 Motors, gears, transmission, electric wiring and other dangerous parts of hoisting appliances shall be provided with efficient safeguards, hoisting appliance should be provided with such means when will reduce to the minimum the risk of accidental descent of the load, adequate precautions shall be taken to reduce to the minimum the risk of any part or a suspended load becoming accidentally displaced. When workers are employed on electrical installations, which are already energized, insulating mats, wearing apparel such as gloves, and boots as may be necessary shall be provided. The workers shall not wear any rings, watches and carry keys or other materials, which are good conductors of electricity.

11.0 Maintenance of Safety devices

11.1 All scaffolds, ladders and other safety devices as mentioned or described herein shall be maintained in sound condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near place of work.

12.0 Display of safety instructions

12.1 These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at the work spot. The persons responsible for compliance of the safety code shall be named therein by the contractor.

13.0 Enforcement of safety regulations

13.1 To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangement made by the contractor shall be open to inspection by the welfare officer, Engineer-in-charge or safety Engineer of the owner or their representatives.

14.0 No exemption

Notwithstanding the above clauses 1.0 to 13.0 there is nothing to exempt the contractor from the operations of any other act or rules in force in the Republic of India.

In addition to the above, the contractor shall abide by the safety code provisions as per C.P.W.D. safety code framed from time to time.

GC.93 ACCIDENTS

It shall be the contractor's responsibility to protect against accidents on the works. He shall indemnify the owner against any claim for damage or for injury to person or property resulting from, and in the course of work and also under the provision of the workman's compensation Act. On the occurrence of an accident arising out of the works which results in death or which is so serious as to be likely to result in death, the contractor shall within twenty four hours of such accident, report in writing to the Engineer in charge, the facts stating clearly and in sufficient

details the works involving injuries to person or damage to property other than that of the contractor shall be promptly reported to the Engineer in charge, stating clearly and in sufficient details the facts and circumstances of the accidents and the action taken. In all cases the contractor shall indemnify the owner against all loss or damage resulting directly or indirectly from the contractor's failure to report in the manner aforesaid. This includes penalties or fines, if any, payable by the owner as a failure to conform to the provisions of the said act in regard to such accidents.

In the event of an accident in respect of which compensation may become payable under the workman's compensation Act VIII of 1923 including all modification thereof, the Engineer-in-charge may retain out of money due and payable to the contractor such sum or sums of money as may in the opinion of the Engineer-in-charge be sufficient to meet such liability. On receipt of award from the labor commissioner in regard to quantum of compensation, the difference in amount will be adjusted.

GC.94 Legal litigation shall be done only at the Rajkot Jurisdiction only.

A.E (Mech)

Dy. Exe. Engineer (Mech)

Add. City Engineer (WW)