

 <p>IITM research park <small>Bringing unlike minds together</small></p>	<p>IIT Madras Research Park – Phase-1- Special repairs-Repair to external plaster</p>	 <p>EPMCR <small>CREATING VALUE FOR YOUR INVESTMENT</small></p>
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## 2.1 CONTRACT DATA SHEET

Name of the Work		Design, Supply & Installation of Signages for IIT Madras Research Park	
Sl. No	Clause Ref. No. (GCC)	Description	Contract Data
1.	1 a.	Employer	IIT Madras Research Park
2.	1 b.	Project Management Consultant (PMC)	Engineering Project Management Consultancy & Research (EPMCR) Private Limited
3.	16.2	Mobilization Advance	No mobilization advance will be paid
4.	16.3	Advance against material at site	No advance will be paid against materials brought to site.
5.	21.1	Security Deposit	5% of the Contract value. To be retained till defect liability period.
6.	22.0	Performance Guarantee	5% of the Contract value in the form of Bank Guarantee initially valid for the contract period plus 60 days.
7.	23.1a	CAR Policy & Third party insurance policy	For an amount of 110% of Contract value
8.	23.1b	Workmen's Compensation Policy	Rs. 10 Lac for one incident, with number of incidents being unlimited. Validity up to end of Defects Liability Period
9.	23.3	Submission of Performance guarantee and Insurance Policy	Within 10 days from the date of issue of Letter of Acceptance
10.	25.0	Time period for submission of construction program	Within 7 days from the date of issue of Letter of Acceptance
11.	25.0	Stipulated period of completion	12 months from the date of commencement and as per the clause 6, Target schedule dates – Key mile stone dates of Special conditions of contract.
12.	29.0	Date of Commencement of work	Within 7 days from the date of issue of Notice to Commence
13.	50.0	Employer's material.	NIL
14.	51.0	Employer's tools, plants and machinery.	NIL



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Sl. No	Clause Ref. No. (GCC)	Description	Contract Data
15.	53.0	Water & Electrical Power	To be arranged by the contractor.
16.	63.1	Time schedule for interim bill certification & payment.	<p>Considering Contractor Bill submission as day 1, following are the time schedule of bill certification. All durations are calendar days</p> <ol style="list-style-type: none"> <li>1. Ad-hoc payment of 75% of value of work certification by PMC – 4th day</li> <li>2. Ad-hoc payment release by IITMRP – 15th day</li> <li>3. Full payment certification by PMC – 18th day</li> <li>4. Full payment release by IITMRP – 30th day.</li> </ol>
18	68.5	Rate of liquidated damage	- 1% per week, computed on per day basis, subject to a maximum of 10% (Ten percent) of the Contract value.
19	78.1	Defects Liability period	12 months from the certified date of completion – testing, commissioning and handing over with sign-off by IITMRP



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(GCC)

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### **GENERAL CONDITIONS OF CONTRACT**

#### **1.0 DEFINITIONS**

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

- a. “Employer” for this Contract is as named in the Contract Data.
- b. “PMC” for this Contract is as named in the Contract Data.
- c. Contractor:
  - i. “Contractor” means the individual, firm, company, corporation, whether incorporated or not, who enters into the Contract with the Employer, and shall include his heirs, his executors, administrators, successors or legal representatives, as the case may be.
  - ii. “Contractor’s Agent” shall mean the person or persons authorized under power of attorney duly executed to take all actions relating to the work, as could be taken by the Contractor himself.
  - iii. “Contractor’s Representative” shall mean a person in supervisory capacity who shall be so declared by the Contractor and who shall be authorized under a duly executed power of attorney to comply the instructions and to receive materials issued by the PMC to the Contractor for works. He shall be capable of taking responsibility for proper execution of works.
- d. “Sub-Contractor” means the individual, firm, company, corporation, having direct contract with the Contractor and to whom any part of the work has been sublet by the Contractor, with prior permission of the PMC/ employer and shall include his heirs, his executors, administrators, successors or legal representatives, as the case may be.
- e. “Other Contractors” or “Others” means the individual, firm, company, corporation, joint venture or consortium, employed by or having a contract directly or indirectly with the Employer otherwise than through the Contractor.
- f. “Tenderer or Bidder” means the individual, firm, company, corporation or consortium submitting the bid/tender.
- g. “Scheduled Bank” means a bank included in the Second Schedule to the Reserve Bank of India Act, 1934, or modifications thereto.
- h. The Contract means the documents forming the bid and acceptance thereof and the formal agreement executed between the Employer and the Contractor with the documents referred to therein including the conditions, the specifications, the designs, the drawings and the instruction issued from time to time by the PMC/ Employer and all these documents/instructions taken together, shall be deemed to form one contract and shall be complementary to one another.
- i. “Tender or Bid” means the offer made by individual, firm, company, corporation, for the execution of the works.

- j. “Specifications” mean the specification referred to in the Contract and any modification thereof or addition thereto, as may from time to time be furnished or approved in writing by the PMC/employer.
- k. “Drawings” mean maps, drawings, plans, tracings or prints thereof, calculations and technical information of a like nature provided by the PMC/ employer to the Contractor or annexed to the Contract, and any modifications of such drawings and further drawings that may be issued by the PMC/ employer from time to time or approved by the PMC / Employer in writing. It includes such other drawings as are made from time to time and furnished by the Contractor and approved by the PMC/ employer.
- l. “Bill of Quantities” means the priced and completed bill of quantities forming part of the Bid.
- m. “Contract Price” or “Contract Value” means the sum stated in the Letter of Acceptance, subject to such additions thereto or deductions there from as may be made under the provisions of the Contract.
- n. Works:
  - i. “Works” means the work to be executed in accordance with the Contract, and shall include both Permanent Works and Temporary Works.
  - ii. “Permanent Works” means the permanent works to be executed, completed and maintained, in accordance with the Contract.
  - iii. “Temporary Works” means all temporary and enabling works of every kind required for the execution and completion of the works and the remedying of any defects therein.
- o. “Construction Plant” means all machinery and appliances of whatever nature, required for the execution, completion or maintenance of the works, but do not include material or other things, intended to form or forming part of the permanent works.
- p. “Site” means the land and or other places on, under, in or through which the works are to be carried out, and any other lands or places provided by the Employer for the purpose of the Contract.
- q. “Material(s)” means all equipments, components, fittings and other materials including raw materials required to execute and complete the work.
- r. “Test” means such tests as are prescribed in the specifications or directed by the PMC/ employer, whether performed by the Contractor or by the PMC/ employer or any agency acting under the direction of the employer.
- s. “Approval or Approved” means approval in writing including subsequent written confirmation of previous verbal approval.
- t. “Defect Liability Period” means the specified period of maintenance from the date of completion of the work as certified by the PMC. This period is also termed as the “Period of Maintenance”.
- u. “Letter of Acceptance” means the letter from the Employer to the Contractor, conveying acceptance of the Bid, subject to any modifications agreed to between the parties.
- v. Month & Day:
  - i. “Month” means calendar month.
  - ii. “Day” means calendar day.
- w. “Terms and expressions not herein defined” shall have the meanings assigned to them in the “Indian General Clauses Act, 1987” or the Indian Contract Act or the Indian Sale of Goods Act or any other applicable Indian Law, as the case may be.



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## **2.0 HEADINGS AND MARGINAL NOTES AND INTERPRETATIONS**

### **2.1. Headings and Marginal Notes**

The headings and marginal notes given in the Bid or Contract documents are solely for the purpose of facilitating reference and shall not be deemed to be part thereof and shall not be taken into consideration in the interpretation or construction thereof or of the Contract.

### **2.2 Interpretation**

Words importing persons or parties shall include firms, corporations and any organization having legal capacity.

## **3.0 SINGULAR, PLURAL AND GENDER**

Words importing the singular also include the plural and vice versa where the context requires. Similarly, words imparting masculine gender also include the feminine gender.

## **4.0 PMC AND PMC'S REPRESENTATIVE**

4.1 The PMC shall carry out the duties specified or implied in the Contract including issue of instructions, decisions, certificates and orders, as are specified in the Contract, or necessary for the observance of the Contract and expeditious and timely completion of the work. In the event of differing instructions from the PMC and the employer on any particular issue or in general the instructions of the employer shall override the instructions of the PMC.

## **5.0 REPRESENTATION ON WORKS**

The Contractor, shall, when he is not in a position to be present at the site of work place, keep responsible agent(s)/representatives there, during all working hours, who shall, on receiving reasonable notice, present himself/ themselves to the PMC/ employer. The instructions and orders given by them to the Contractor's Agent(s) shall be deemed to have the same force, as if they had been given to the Contractor. Before absenting himself, the Contractor should furnish the name and address of his agent(s), for the purpose of this clause. Failure on part of the Contractor to comply with these provisions shall constitute a breach of Contract leading to action under Clause 73.0.

## **6.0 COMMUNICATIONS AND LANGUAGE OF CONTRACT**

### **6.1 Communications to be in writing**

All notices, communications, references and complaints by either party to the Contract shall be in writing and no notice, communication, reference or complaint not in writing, shall be recognized or be binding. However, in case of emergency the oral instructions of PMC/ employer shall be carried out by the Contractor who shall obtain the written communication at the earliest.



## 6.2 Language of Contract

The Contract document shall be drawn up in English. Supporting documents or literature may be in any other language, but an appropriate English translation thereof shall be provided. In case of inconsistency between the two, the English translation shall prevail.

## 7.0 LAWS GOVERNING THE CONTRACT AND CO-RELATION OF DOCUMENTS

### 7.1 Laws governing the Contract

The Contract shall be governed by the laws for the time being in force in India. The legal jurisdiction shall be Chennai.

### 7.2 Co-relation of documents

The Contract documents are complementary and what is called for by any one of them shall be as binding as if called for by all them.

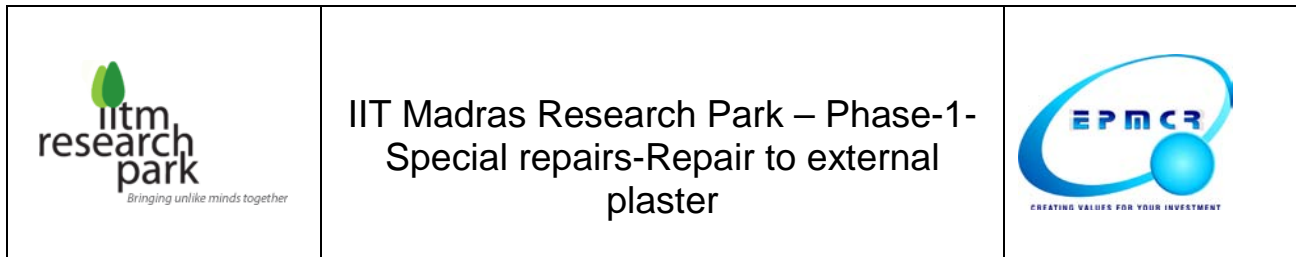
### 7.3 Ambiguities or discrepancies

In case of ambiguities or discrepancies, the same shall be clarified and adjusted by the PMC / Employer who shall thereupon issue to the Contractor instructions thereon . In case of discrepancies between different documents, the priority of the documents forming the Contract shall be as follows: -

- a. The Bill of Quantities
- b. Letter of acceptance
- c. Letter of negotiations and pre-bid clarifications
- d. Contract Data Sheet / The Special Conditions of Contract.
- e. The Tender Drawings
- f. The Specifications.
- g. The General Conditions of Contract.

## 8.0 COMPLIANCE WITH REGULATIONS AND BYLAWS

The Contractor shall comply with the provisions of any statute relating to the construction of the works, regulations and by-laws of any local authority and undertaking, including those controlling the utilities such as water supply, sewerage, telephones, power supply, etc., in whose area/ jurisdiction the work is to be executed. The Contractor shall be bound to give all notices required by statute regulations or by-laws, as aforesaid and to pay all fees and bills payable to any authority or undertaking in respect thereof. It will be the responsibility of the Contractor to arrange for necessary clearances and approvals from such authorities and undertakings, as are required to be taken by the construction agency, before the work is taken up.



## **9.0 DISCLOSURE OF RELATIONSHIP**

If the Contractor or any partner of the Contractor or Director of the Contractor's company, is closely related to any of the officers of the Employer or the PMC, or alternatively, if any close relative of an officer of the Employer or the PMC has financial interest/ stake in the Contractor's firm, the same shall be disclosed by the Contractor at the time of submitting his bid. Any failure to disclose the interest involved, shall entitle the Employer to rescind the Contract, without payment of any compensation to the Contractor.

## **10.0 EMPLOYMENT OF THE EMPLOYEE OF THE EMPLOYER AND OR THOSE OF THE PMC**

At any time after the bid relating to the Contract has been signed and submitted by the Contractor if the Contractor is a partnership firm and it admits as one of its partners or employees under it, or if the Contractor is a Company or a Corporation incorporated or otherwise and it elects or nominates or allows to act as one of its directors or employees under it in any capacity whatsoever, any employee of the Employer or the PMC, except when he has obtained specific permission of the Employer for such position/employment, then, the same shall be taken as 'DEFAULT OF THE CONTRACTOR' as per clause 73.1 and 73.2 of the GCC.

## **11.0 ILLEGAL GRATIFICATION**

### **11.1 Bribe, commission, gift or advantage**

Any bribe, commission, gift or advantage given or offered by the Contractor directly or through his partner, agent or servant to any officer or employee of the PMC or Employer, or to any person on their behalf, in relation to obtaining or the execution of this or any other contract with the PMC or the Employer, shall, in addition to any criminal liability which he may incur, subject the Contractor to rescission of the Contract and all other Contracts with the Employer, and liability for payment of any loss or damage to the Employer, resulting from such rescission. The Employer shall be entitled to deduct the amounts so payable from any money/moneys due to the Contractor alone, or jointly under the Contract or any other contract with the Employer. The Contractor shall not be due, nor shall be paid any compensation whatsoever for any loss, alleged or actual, suffered by him when the Contract is so rescinded.

### **11.2 Monetary dealing of Contractor with employee of Employer or those of PMC**

The Contractor shall not lend or borrow money from, or enter into any monetary dealings or transactions directly or indirectly, with any Employee of the PMC or the Employer, and if he does so, the Employer shall be entitled forth-with to rescind the Contract and all other Contracts with the Employer. The Contractor shall be liable to pay compensation for any loss or damage to the Employer resulting from such rescission and the Employer shall be entitled to deduct the amounts so payable from the money(s) due to the Contractor.

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11.3 Settlement of dispute as to commission of such offence

If any question or dispute as to the commission of any such offence arises under Sub-clauses 11.1 and 11.2, the same shall be settled by the PMC / Employer, in such manner as he shall consider fit and proper, and his decision shall be final and binding.

11.4 Compensation to the Contractor on rescission of the Contract under this clause

In the event of rescission of Contract under Sub-clause 11.1 or 11.2 the Contractor shall not be entitled to any compensation whatsoever, except for the work done upto the date of rescission.

**12.0 GENERAL RESPONSIBILITY OF THE CONTRACTOR**

12.1 The Contractor shall comply with the provisions of the Contract, with due care and diligence, and execute and maintain the works and provide all labour therefore, and be responsible for supervision of all works, structural plans and other things whether of temporary or permanent nature required for such execution and maintenance in so far as necessary for providing these, as is specified or as is reasonably inferred from the Contract. The Contractor shall take full responsibility for the adequacy, stability and safety at site of all works, materials and methods of construction, provided, however, that the Contractor shall not be responsible except as may be expressly provided for in the Contract Agreement for the design or specifications of permanent works or of any temporary works prepared by the PMC/ employer.

12.2 The Contractor shall be liable for the consequences that may arise due to a mistake in design carried out and drawing issued by the Contractor /Contractor's sub-contractor. Checking and approval by the Employer of the design/drawing prepared by the Contractor/ Contractor's sub-contractor shall not absolve or reduce the liability of the Contractor.

**13.0 OPPORTUNITY FOR OTHER CONTRACTORS**

13.1 Reasonable opportunity

The Contractor shall, in accordance with the requirements of the PMC/ employer, cooperate with and afford all reasonable opportunities for carrying out their work to any other contractors employed by the Employer and their workmen and to the workmen of the Employer and the workmen of any other duly constituted authority, who may be employed in the execution on or near the Site, of any work not included in the Contract or of any contract which the Employer may enter into in connection with or ancillary to the Works.

The Contractor shall, on the written request of the PMC/ employer make available to any such other contractor or to the Employer or any such authority, any roads or ways for the maintenance of which the Contractor is responsible, for which no additional payment shall be made by the Employer. The Contractor shall also permit the use by any such of the Contractor's scaffolding or other plant on the

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Site, or provide any other service of whatsoever nature at the request of the Employer. The Employer shall pay to the Contractor in respect of such use or service such sum or sums as shall, in the opinion of the PMC / Employer, be reasonable. The decision of the PMC / Employer as to the sum payable shall be final and binding.

#### 13.2 Inspection of work of other contractors

If any part of the Contractor's work depends upon the work of another contractor, he shall inspect and promptly report to the PMC/ employer any defects in such work that may render it unsuitable for such proper execution. The Contractor's failure to so inspect and report shall constitute acceptance of the other Contractor's work as fit and proper except as to defects which may develop in the other Contractor's work after execution of his work.

### 14.0 ASSIGNMENT AND SUBCONTRACTING

#### 14.1 Assignment of Contract

The Contractor shall not assign the Contract or any part thereof, or any benefit or interest therein or there under.

#### 14.2 Subcontracting

- i. The Contractor shall not subcontract the whole of the Works. Except where otherwise provided in the Contract, the Contractor shall not subcontract any part of the works without the prior consent of the employer. Any such consent shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any Sub-Contractor, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor, his agents, servants or workmen.
- ii. Provided that the Contractor shall not be required to obtain such consent for :
  - a. the provision of labour, or
  - b. the purchase of materials which are in accordance with the standards specified in the Contract, or
  - c. the subcontracting of any part of the Works for which the Sub-Contractor is named in the Contract.

#### 14.3 Assignment of Sub-Contractor's obligations

In the event of a Sub-Contractor having undertaken towards the Contract in respect of the work executed, or the goods, materials, plant or services supplied by such Sub-contractor, any continuing obligation extending for a period exceeding that of the Defects Liability Period under the Contract, the Contractor shall at any time, after the expiration of such period, assign to the Employer, at the Employer's request and cost, the benefit of such obligation for the unexpired duration thereof.

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#### 14.4 Compensation for Breach

Any breach of the conditions under sub-clauses 14.1 to 14.3 above shall entitle the Employer to rescind the Contract and also render the Contractor liable to the Employer for compensation, in respect of loss or damage arising out of or ensuing from such cancellation.

#### 14.5 Explanation on Sub-contracting

Provided always that, execution of the details of the works by petty contractors, or on piece work basis, under the personal supervision of the Contractor or his agent, shall not be deemed to be sub-contracting under this clause.

#### 14.6 No change in the Responsibility of Contractor.

Permission to sub-contract the work by the Contractor shall not establish any contractual relationship between the sub-contractor and the Employer and shall not relieve the Contractor of any responsibility under the Contract.

### 15.0 CONTRACTOR'S UNDERSTANDING



15.1 The Contractor shall be deemed to have inspected and examined the Site and its surroundings and information available in connection therewith and to have satisfied himself, so far as is practicable, before submitting his Bid, as to the form and nature thereof, including the sub-surface conditions, the hydrological and climatic conditions, the extent and nature of work and materials necessary for the completion of the Works, the means of access to the Site and the accommodation he may require and, in general, shall be deemed to have obtained all necessary information, subject as above mentioned, as to risks, contingencies and all other circumstances which may influence or affect his Bid.

15.2 The Contractor shall be deemed to have satisfied himself, before bidding, as to the correctness and sufficiency of his Bid for the Works which shall, except insofar as it is otherwise provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper execution and maintenance of the works. The contractor is deemed to have understood the nature of the contract which is an Item Rate contract and the tendered amount shall cover all the works necessary for the effective completion of the work even though there may explicit provisions for the same in the drawings or specifications.

### 16.0 ADVANCES

No advances are payable in this work



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## **17.0 PAYMENT, TAX DEDUCTION AT SOURCE AND SALES TAX ON WORKS CONTRACTS**

### **17.1 Payment by Cheque only.**

Unless otherwise specified, all payments to the Contractor shall be made by Cheque, but no Cheque will be issued for an amount less than Rs. 1,000/- (Rupees One thousand). This stipulation, however, shall not apply to Final Bills.

### **17.2 Tax Deduction at Source**

Where there is a statutory requirement for Tax deduction at source, such deduction towards Income Tax and other Taxes as applicable will be made from the bills payable to the Contractor at rates as notified from time to time.

## **18.0 SAFETY AT WORK SITE**

As the works have be carried out at greater heights , Safety should be give utmost priority. Work men should invariably wear Personal Protection Equipment (PPE) while working at site. A dedicated safety engineer should always be present at the site of work to implement the safety measures.

If any workman is found working without wearing PPEs, a penalty of Rs 25,000 for each default per person will be levied on the contractor and the workman will be debarred from carrying out the work.

## **19.0 OCCUPATION AND USE OF LAND**

No land belonging to or in the possession of the Employer shall be occupied by the Contractor without the permission of the PMC or the Employer. The Contractor shall not use, or allow the site to be used for any purpose other than that of executing the works.



## **20.0 INDEMNITY BY CONTRACTOR**

### **20.1 Indemnity against all actions of the Contractor**

The Contractor shall hold and save harmless and indemnify the Employer, his representative (s), officers, agents, sub-contractors, servants and employees from and against all actions, suits, proceedings, loss, costs, damages, charges, claims and demands of every nature and description brought or recovered against the Employer, by reason of any act or omissions of the Contractor, his officers, agents, sub-contractors, servants and employees, in the execution of the Works or in the guarding of the same. All sums payable by way of compensation under any of these conditions, shall be considered as reasonable compensation payable to the Employer, without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

### **20.2 Indemnity Against All Claims of Patent Rights And Royalties**

The Contractor shall hold and save harmless and indemnify the Employer, his officers, agents, servants and employees from and against all claims and

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proceedings, for or on account of infringement by the Contractor of copy right, any patent rights, design trademark or name, secret process, patented or unpatented invention, articles or appliances manufactured or used for or in connection with the Works and from and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. Except where otherwise stated, the Contractor shall pay all royalties, rent and other payments or compensation, if any, for getting stone, sand, gravel, clay or other materials required for the works.

## **21.0 SECURITY DEPOSIT**

21.1 The Contractor shall permit Employer at the time of making any payment to him for work done under the Contract to deduct a sum at the rate of 10 % of the gross amount of each running bill till the sum along with the sum already deposited as Earnest Money, will amount to Security Deposit of 5% of the Contract value of the work. Such deductions will be made and held by the Employer by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in cash or in the form of Bank Guarantee/Government Securities or fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the Contractor to the Employer as part of the Security Deposit and the Bank is unable to make payment against the said fixed deposit, the loss caused thereby shall fall on the Contractor and the Contractor shall forthwith on demand furnish additional security to the Employer to make good the deficit. Earnest money shall be adjusted first in the security deposit and further recovery of security deposit shall commence only when the up to date amount of security deposit starts exceeding the earnest money.

All compensations or other sums of money payable by the Contractor under the terms of this Contract may be deducted from, or paid by the sale of a sufficient part of his Security Deposit or from the interest arising there from, or from any sums which may be due to or may become due to the Contractor by Employer on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the Contractor shall within 10 days make good in the same way as the initial deposit as described hereinabove.

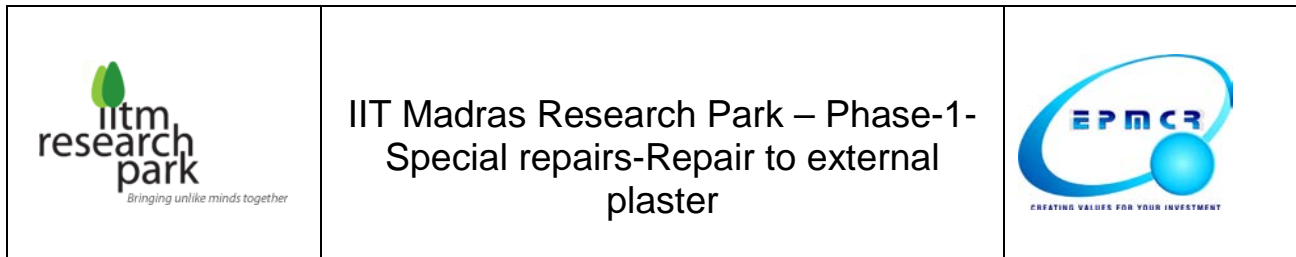
### **21.2 Release of Security Deposit**

Security Deposit shall be released after expiry of Defects Liability Period and after recording of final completion certificate by the employer.

## **22.0 PERFORMANCE GUARANTEE**

The contractor shall submit an irrevocable Performance Guarantee of 5% (Five percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period of 7 days from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period of 7 days on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the PMC/ employer. This guarantee shall be in the form of Deposit at Call receipt of any scheduled bank/Banker's Cheque of any scheduled bank/Demand Draft of any scheduled bank/ or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form





available with the employer. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the employer to make good the deficit.

The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the final completion certificate for the work by the employer, the performance guarantee shall be returned to the contractor, without any interest. However, if the completion certificate indicates any defects to be attended to by the contractor the guarantee shall not be returned till the defect is attended to the satisfaction of the PMC/ employer.

The employer shall make a claim under the performance guarantee in the event of:

- (a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the employer may claim the full amount of the Performance Guarantee.
- (b) Failure by the contractor to pay the employer any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by the PMC/ employer.

In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the employer.

## **23.0 INSURANCE**

### **23.1 Requirements**

Before commencing execution of Works, it shall be obligatory for the Contractor to obtain insurance cover for such amounts as mentioned in the Contract Data under the following requirements at his own cost:

- a. Contractor's All Risk and Third-Party Cover.
- b. Liability under the Workmen's compensation Act, 1923, Minimum Wages Act, 1948 and Contract Labour (Regulation and Abolition) Act, 1970
- c. Accidents to staff, engineers, supervisors and others who are not governed by Workmen's compensation Act.
- d. Damage to material, machinery and works due to earthquake, fire, theft etc.
- e. Any other risk to be covered by insurance as may be specified by the Employer in the Contract Data.

### **23.2 Policy in joint name of Contractor and Employer**

The policy referred to under Sub-clause 23.1 (a) above shall be obtained in the joint names of the Contractor and the Employer, Principal Beneficiary shall be the Employer, and shall inter-alia provide coverage against the following, arising



out of in connection with execution of Works, their maintenance and performance of the Contract :

1. Loss of life or injury involving public, employee of the Contractor, or that of the Employer and of the PMC, other agencies and their employees, labour etc.
2. Injury, loss or damage to the Works or property belonging to public, Government bodies, local authorities, utility organizations, contractors, Employer or others.

### 23.3 Currency of Policy

The policies shall remain in force throughout the period of execution of the Works and till the satisfactory completion of the Defects Liability Period. The Contractor shall, submit to the Employer copies of the Policies within 10 days from the date of issue of the Letter of Acceptance and whenever called upon, produce to the PMC/ employer the various insurance policies obtained by him as also the receipts of premium paid by him to ensure that the policies indeed continue to be in force. If the Contractor fails to effect or keep in force or provide adequate cover in the Insurance policies mentioned in Sub-clause 23.1 or any other insurance he might be required to effect under the Contract, then in such cases, the Employer may effect and keep in force any such insurance or further insurance and the cost and expenses incurred by him in this regard shall be deductible from payments due to the Contractor or from the Contractor's Performance Security.

## 24.0 EXCEPTED RISKS

The "Excepted Risks" are war, hostilities (whether war be declared or not), invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, unless solely restricted to employees of the Contractor or of his sub-contractors and arising from the conduct of the Works, riot, commotion or disorder, loss or damage due to use or occupation by the Employer of any part of the Permanent Works, loss or damage caused solely due to the design of the Works, radiations or contaminations by radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties of any explosive, nuclear assembly or nuclear component thereof, pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds, or any such operations of the forces of nature as an experienced contractor could not foresee, or reasonably make provision for or insure against all of which are herein collectively referred to as "the Excepted Risks."

## 25.0 TIME FOR COMPLETION AND PROGRAMME OF WORK

The Contractor shall, on receipt of Letter of Acceptance of his bid, or as soon thereafter as possible, but not later than 7 days, or as may be indicated by the PMC/ employer, from the date of receipt of Letter of Acceptance, submit to the PMC / employer for approval, a detailed programme, showing the order and procedure in which he proposes to carry out the work so as to complete the Interim Milestone and the whole of the Works within the "Time for Completion" stipulated in the Contract Data. The programme shall be

accompanied with a cashflow statement. Any requirement for completion of any part or parts of the works before completion of the whole of the Works should be reflected in the programme. The contractor shall, whenever required by the PMC/ employer also provide in writing for their information, a general description of the arrangements and methods of deployment of labour and machinery which the Contractor proposes to adopt for the execution of the Works. If at any time it should appear to the PMC/ employer that the approved programme, referred to above, is not likely to be adhered the Contractor shall produce, at the request of the PMC, a revised programme showing modifications to the approved one within the time for completion stipulated in the Contract. The submission to and approval by the PMC/ employer of such programme or the furnishing of such particulars shall not relieve the Contractor of any of his duties or responsibilities or obligations under the Contract. The PMC/ employer shall have full power and authority during progress of work, to issue such instructions as may be necessary for the work. The Contractor shall carry out and be bound by the same. The programme finally approved by the PMC/ employer shall supersede the one submitted earlier.

## **26.0 POSSESSION OF SITE**

Save insofar as the Contract may prescribe, the extent of portion of the Site of which the Contractor is to be given possession from time to time, and the order in which such portions shall be made available and, subject to any requirement in the Contract as to the order in which the Works shall be executed, the Employer will, give to the Contractor, possession of so much of the Site, as may be required to enable the Contractor to commence and proceed with the execution of the Works in accordance with the programme referred to in Clause 25.0 hereof, if any, and otherwise in accordance with such reasonable proposals of the Contractor as he shall, by written notice to the PMC, make. The Employer will, from time to time as the Works proceed, give to the Contractor possession of such further portions of the Site as may be required to enable the Contractor to proceed with the Execution of the Works with due dispatch in accordance with the said programme or proposals as the case may be. In the event of any delay in hand over of the site suitable extension of time shall be granted for completion of the work. Provided further that if, the Employer is unable to give possession of the site for a small portion of the works, the Employer or the PMC / Employer may delete the work at that site from the scope of the Contract and ask the Contractor to complete the rest of the work. The Contractor shall complete the same within the time frame stipulated in the contract without any extra payment.

## **27.0 ACCESS TO SITE OF WORK**

### **27.1 Access for PMC / Employer**

The Employer, and the PMC at all times, have access to the Works and to all workshops and places where work is being performed or from where materials, manufactured articles or machinery, are being obtained for the Works; and the Contractor, shall afford every facility and every assistance in obtaining the right to such access.

## 28.0 BORE HOLES AND EXPLORATORY EXCAVATION

**Not Applicable.**

## 29.0 COMMENCEMENT OF WORK

The Contractor shall commence the Works as soon as is reasonably possible after the receipt by him of a notice to this effect from the PMC/ Employer, within the time limit as specified in the Contract Data. Thereafter, the Contractor shall proceed with the works with due expedition and without delay.

## 30.0 SPECIFICATIONS AND DRAWINGS

### 30.1 Ownership

The Contractor shall keep at site in good order one copy of latest approved Specifications and Drawings and also such other Contract documents as may be necessary and make them available to the PMC/ Employer. All Specifications and Drawings shall remain the property of the Employer and shall not be used on other works and shall be returned by the Contractor to the Employer on completion of the works or on termination of the Contract.

### 30.2 Adherence to Specifications and Drawings



The works shall be executed in conformity with the Specifications and Drawings of the Contract issued to the Contractor by the PMC/ Employer from time to time. If the Contractor does any work in a manner contrary to the Specifications or Drawings without the approval of the PMC/ Employer, he shall bear all the costs arising there from including dismantling and reconstruction strictly in accordance with the specifications and drawings and shall be responsible for all loss to the Employer. The PMC/ Employer shall have full power and authority to supply to the Contractor from time to time such further drawings as may be needed for the proper and adequate execution and maintenance of the work. The term "Drawings" in this Sub-clause includes the drawings prepared by the Contractor and approved by the PMC/ Employer.

### 30.3 Meaning and Intent of Specifications and Drawings

If any ambiguity arises as to the meaning and intent of any portion of the Specifications and Drawings or as to execution or quality or any work or materials or as to the measurement of the works, the decision of the PMC/ Employer thereon shall be final and binding.

## 31.0 TENDERED RATES FOR THE WORK TO BE ALL INCLUSIVE

31.1 The Rates accepted, shall be all inclusive and provide for Works duly and properly completed in accordance with these conditions of the Contract, Special Conditions of Contract and the Specifications and Drawings, , shall inter-alia be deemed to include and cover all charges relating to labour and superintendence thereof, supply including all cost and freight of materials, stores, equipments,

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profiles, moulds, cuttings, centering, scaffoldings, shuttering, machinery, derricks, tackles, ropes, pegs, posts, tools, all apparatus, required at/for the work, and contingencies. All items of work even if they are not explicitly provided for in the agreement but are required for effective completion of the items of work the same shall be carried out without any extra cost. .

31.2 Nothing extra shall be payable over the quoted rates, notwithstanding any provision to the contrary in any law for the time being in force, save except what is specifically provided in the Contract Document.

### **32.0 SETTING OUT**

The Contractor shall be responsible for the true and proper setting out of the Works, in relation to the original points, lines and levels of reference given by the PMC / Employer in writing and for the correctness, subject as above mentioned, of the positions, levels, dimensions and alignment of all parts of the works, and for the provision of all necessary instruments, appliances and labour, in connection therewith. If at any time during the progress of Works, any error appears or arises in any part of the work, the Contractor, on being required so to do by the PMC/ Employer shall at once rectify such error, to the satisfaction of the PMC/ Employer. The checking of any setting out, or of any line or level by the PMC/ Employer, shall not in any way relieve the Contractor of his responsibility for the correctness thereof, and the Contractor shall carefully protect and preserve all bench marks, sight rails, pegs and other things used in setting out the works.

### **33.0 TEMPORARY WORKS**

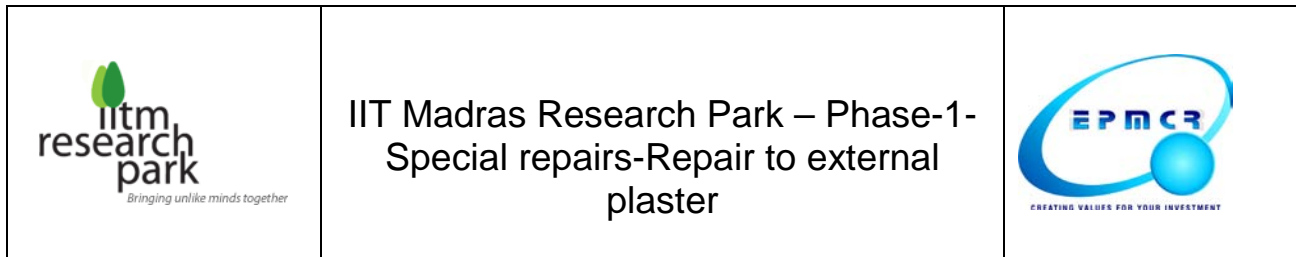
All temporary works necessary for the proper execution of the works shall be provided and maintained by the Contractor at his cost and subject to the consent of the PMC/ Employer shall be removed by him at his expense when they are no longer required and in such manner as the PMC/ Employer shall direct. In the event of failure on the part of the Contractor to remove the temporary works, the PMC may cause them to be removed and cost as incurred for removal, supervision, and other incidental charges shall be recovered from the Contractor.

### **34.0 RELICS AND TREASURES**

All gold, silver, coins, oil and other minerals of any description, and all precious stones of all kinds, treasures, antiques, fossils and other similar things, which shall be found in or at site, shall be the property of the Employer, and the Contractor shall duly preserve the same to the satisfaction of the Employer, and shall from time to time deliver the same to such person or persons, as the Employer may appoint to receive the same.

### **35.0 EXCAVATED MATERIALS**

The Contractor shall not sell or otherwise dispose off, or remove, except for the purpose of this Contract, sand, stone, clay, ballast, earth, rock or any other substance or materials, which may be obtained from any excavation made for the purpose of the works, or any building or produce existing at the site at the time of delivery of possession thereof. All such substances, materials, belong to the Employer; provided that the Contractor may, with the permission of the PMC / Employer, use the same for the



purpose of the Works either free of cost or on payment of cost, as per mutually accepted terms and conditions.

### **36.0 EMPLOYER NOT TO PROVIDE QUARTERS FOR CONTRACTOR**

No quarters shall be provided by the Employer for the accommodation of Contractor or any of his staff employed on Works.

### **37.0 LABOUR CAMP**

#### **37.1 Provision of Labour Camp.**

No temporary huts or any other form of accommodation can be provided by the Contractor on the Employer's land for labour engaged by him for the execution of the Works. The Contractor shall arrange for such accommodation by himself elsewhere.

#### **37.2 Compliance with Rules for Employment of Labour**

The Contractor shall comply with all laws, bylaws, rules and regulations, for the time being in force, pertaining to the employment or local or imported labour, and shall take all necessary precautions to ensure and preserve the health and safety of all staff, employed on the works directly or through petty contractors or sub-contractors. Necessary registration, certificate etc required as per law / rules/ norms shall be obtained by the contractor at this cost.

#### **37.3 Preservation of Peace**

The Contractor shall take requisite precautions, and use his best endeavors to prevent any riotous or unlawful behavior by or amongst his workmen, and others, employed on works directly or through petty contractors or assignees or sub-contractors and for preservation of peace and protection of the inhabitants and security of property in the neighborhood of works. In the event of the Employer requiring the maintenance of a special Police Force at or in the vicinity of the Site, during the tenure or Works, the expenses thereof shall be borne by the Contractor and if paid by the Employer, shall be recoverable from the Contractor.

#### **37.4 Sanitary Arrangements**

The Contractor shall provide the facilities meeting the requirement of all the sanitary rules and regulations and carry out at his cost all sanitary measures that may from time to time be prescribed by the Local Medical Authority, and permit inspection of all sanitary arrangements at all times by the PMC / Employer, the PMC's Representative or the Medical staff of the Employer and the staff of the local municipal or other authorities concerned. The existing toilet facilities in the building shall not be used by the workmen. For any default, a compensation of Rs.3000 for each default shall be levied.



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### 37.5 Medical Facilities at Site

The contractor shall, at his own cost, provide First Aid and medical facilities, at the site as may be prescribed by the PMC / Employer, on advice of Medical Authority in relation to the strength or the Contractor's staff and workmen employed on the Works, directly or through petty contractors or sub-contractors.

### 37.6 Use of Intoxicants

The sale of ardent spirits or other intoxicating drugs or beverages upon the Works, or in any of the buildings, encampments or tenements owned or occupied by or within the control of the Contractor or any of his employees employed on the Works directly or through petty contractors or sub-contractors shall be forbidden, and the Contractor shall exercise his influence and authority to secure strict compliance with this condition. The contractor shall also ensure that no labour or employee is permitted to work at the Site in an intoxicated state or under the influence of drugs.

## 38.0 SHEDS, STORES, YARDS

The Contractor shall at his own expense provide sheds, contractor's site office, store-houses and yards in such situations and in such numbers as in the opinion of the PMC / Employer are necessary for carrying on the works and the Contractor shall keep at each of such sheds, store-houses and yards sufficient quantity of materials and plant in stock as not to delay the carrying out of the Works with due expedition. The Employer, their authorized representative, the PMC and the PMC's representatives shall have free access to the said sheds, store-house and yards at any time for the purpose of inspecting the stock of materials and plant so kept in hand. Any materials or plant which the PMC/ Employer may object to shall not be brought upon or used in the Works, but shall forthwith be removed from the sheds, store-houses or yards by the Contractor. The Contractor shall at his own expense provide and maintain any other land, space, plant or equipment necessary for execution of the Works.

## 39.0 ENGAGEMENT OF LABOUR

### 39.1 Contractor to Provide Labour

The Contractor shall make his own arrangements for the engagement of all labour, except as provided otherwise in the Contract, and shall provide for their transport, housing and payment.

### 39.2 Non-employment of Female Labour during night times

If night work is to be carried with the approval of the PMC/ Employer to achieve the required progress engagement of female labour in the night shall be avoided to the extent possible. If female labour is engaged in the night shift the contractor shall ensure adequate safety for them including safety during travel from place of stay to work site and back.

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### 39.3 Employment of Labour below the Age of 18

The contractor shall not employ children below the age of 18 or the age prescribed in any labour legislation, whichever is higher, as labour, directly or through petty contractors or sub-contractors, for execution of the Works.

## **40.0 LABOUR LAW TO BE COMPLIED BY THE CONTRACTOR**

### 40.1 Wages under relevant laws

In dealing with labour employees, the Contractor and his Subcontractors (including piece rate and petty contractors) shall comply fully with all laws and statutory regulations such as the Payments of Wages Act, 1936, the Minimum Wages Act, 1948, Workmen's Compensation Act 1923, The Contract Labour (Regulations and Abolitions) Act 1970, Contract labour (Regulation and abolition) Central Rules, 1971, Employers Liability Act 1938, Industrial Disputes Act 1947, Maternity Benefits Act 1961, Employees Provident Funds and Miscellaneous Provisions Act 1952, Employees State Insurance Act 1948, Equal Remuneration Act 1976, Payment of Gratuity Act 1972, Apprentices Act, 1965, Mines Act, 1952, Child labour act 1986, Payment of bonus act 1965, Industrial employment act 1946, Trade union act 1926, Interstate Migrant Workmen's Act 1979, Building and other Construction Workers (Regulation of Employment & Condition of Service) Act 1996, Building and other Construction Workers Welfare cess act 1996 and other laws or regulations framed by competent legislative authorities from time to time, as may be applicable. In accordance with the various Acts and Regulations with all up-to-date amendments, the Contractor shall ensure that he and his subcontractors (including petty and piece rate contractors) observe strictly internally, the following:

- a. Wages paid are not less than those prescribed
- b. Wages and other dues are paid regularly and in time
- c. Liens/Licenses are obtained as required under any of the Acts or regulations.
- d. Maintain prescribed records, submit necessary statements to authorities concerned and display required notices.
- e. Take prompt action on any instructions/directions from the authorities under various labour laws



### 40.2 Supply of Labour by the Contractor

If the Contractor directly, or through petty contractors or sub-contractors, supplies any labour to be used wholly or partly under the direct orders and control of the PMC or the Employer, whether in connection with any work being executed by the Contractor or otherwise for the purpose of the Employer, such labour shall, for the purpose of this clause, be deemed to be persons employed by the Contractor.

### 40.3 Claim on account of violation of Labour Laws

If any moneys shall, as a result of any instructions, directions or decisions from the Authorities or claim or application made under any of the labour laws or regulations, be directed to be paid by the Employer, such moneys shall be



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deemed to be moneys payable to the Employer by the Contractor and on failure of the Contractor to repay the Employer any moneys paid or to be paid by it as aforesaid within seven days after the same shall have been demanded, the Employer shall be entitled to recover the amount from any moneys due or accruing to the Contractor under this or any other Contract with the Employer. The Employer shall not be bound to contest any such claim or demand unless the Contractor makes a written request for it, and the Contractor's reasons for contesting are considered reasonable by the PMC / Employer and the Contractor deposits the full cost that the Employer may have to incur in contesting the case.

#### **41.0 CARE OF WORKS**

From the commencement of the Works until the date stated in the Certificate of Completion for the whole of the Works, the Contractor shall take full responsibility for the care thereof. Provided that if the PMC/ Employer shall issue a Certificate of Completion in respect of any part of the Permanent Works for which a separate date of completion is stipulated, the Contractor shall cease to be liable for the care of that part of the Permanent Works from the date stated in the Certificate of Completion in respect of that part and responsibility for the care of that part shall pass to the Employer. It is provided further that the Contractor shall take full responsibility for the care of any outstanding work, which he shall have undertaken to finish during the Defect Liability Period. In case any damage, loss or injury shall happen to the Works, or to any part thereof, from any cause whatsoever, save and except the "Excepted risks" as defined in Clause 24.0 hereof, while the Contractor shall be responsible for the care thereof, the Contractor shall, at his own cost, repair and make good the same, so that on completion, the Permanent Works shall be in good order and condition and in conformity in every respect with the requirements of the Contract and the PMC / Employer's instructions. In the event of any such damage, loss or injury happening from any of the "Excepted risks" the Contractor shall if and to the extent required by the PMC / Employer, repair and make good the same as aforesaid at the cost of the Employer. The Contractor shall also be liable for any damage to the Works occasioned by him in the course of any operations carried out by him for the purpose of implementation of this Contract.

#### **42.0 EXTRAORDINARY TRAFFIC**

##### **42.1 Avoidance of Damage to Roads**

The Contractor shall use every reasonable means to prevent any of the highways or bridges communicating with or on the routes to the Site from being damaged or injured by any traffic of the Contractor or any of his agents or sub contractors and, in particular, shall select routes, choose and use vehicles and restrict and distribute loads so that any such extraordinary traffic as will inevitably arise from the moving of plant and material from and to the Site shall be limited, as far as reasonably possible, and so that no unnecessary damage or injury may be occasioned to such highways and bridges. Should any such damage or injury occur, the cost of rectification or reconstruction thereof shall be borne by the Contractor and he shall indemnify the Employer fully against any claim on this account.

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#### 42.2 Special Loads

Save insofar as the Contract otherwise provides, the Contractor shall be responsible for and shall pay the cost of strengthening any bridges or altering or improving any road communicating with or on the routes to the Site to facilitate the movement of Contractor's plant or materials or execution of Temporary Works and the Contractor shall indemnify and keep indemnified the Employer against all claims for damage to any such road or bridge caused by such movement, including such claims as may be made directly against the Employer, and shall negotiate and pay all claims arising solely out of such damage.

#### 42.3 Settlement of Extraordinary Traffic Claim

If, notwithstanding Sub-clause 42.1, any damage occurs to any bridge or road communicating with or on the routes to the Site arising from the transport of materials or Plant, the Contractor shall notify the Employer with a copy to the PMC, as soon as he becomes aware of such damage or as soon as he receives any claim from the authority entitled to make such claim. Where under any law or regulation the transporter of such materials or Plant is required to indemnify the road authority against damage, the Employer shall not be liable for any costs, charges or expenses in respect thereof or in relation thereto. In other cases the Employer shall negotiate the settlement and pay all sums due in respect of such claim and shall indemnify the Contractor in respect thereof and all claims, proceedings, damages, costs, charges and expenses in relation thereto. Provided that if and so far as any such claim or part thereof is, in the opinion of the PMC, due to any failure on the part of the Contractor to observe and perform his obligations under Sub-clauses 42.1 & 42.2, then the amount, determined by the PMC, /Employer, to be due to such failure shall be recoverable from the Contractor by the Employer and may be deducted by the Employer from any monies due or to become due to the Contractor.

### 43.0 CONTRACTOR TO KEEP SITE CLEAR


During the progress of Works, the Contractor shall keep the Site reasonably free from obstructions and shall store neatly any construction plant and surplus materials and clear away and remove from site any rubbish or temporary works no longer required. At the end of the day dismantled material, leftover debris etc, shall be removed from site of work and disposed outside the campus. He should leave the whole of the site and Works in a clean, tidy and workman like condition to the satisfaction of the PMC / Employer.

### 44.0 SAFETY PROVISIONS

#### 44.1 Safety of Labour

The Contractor shall, at his own expense, arrange for the safety provisions as required by any law for time being in force, in respect of labour employed directly or indirectly for performance of the Works, and shall provide all facilities in connection therewith.

Safety precautions shall be as warranted by the particular type of work. Also, mere observance of these precautions shall not absolve the Contractor of his

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liability in case of loss or damage to property, or injury to or death of any person, including Contractor's labour, Employer's officers, agents or servants or any member of the public. On the outside face of the scaffolding, tarpaulin shall be fixed for the entire height where work will be carried out. The tarpaulin will be in place till all the works are completed. All the glazed windows on the external face of the wall shall be protected by 6mm thick plywood fixed rigidly.

#### 44.2 Safety of Works and Public

The Contractor shall provide and maintain at his own cost, all lights, guards, signage, signalmen, fencing and watching arrangements when and where necessary for the protection of the Works or for safety and convenience of those employed on Works or of the Public.

#### 44.3 Safety of Doors, windows etc in the existing building

While carrying out the work, the existing glazing and doors should be adequately protected by way of providing necessary protection arrangement . The type of proposed arrangement shall be indicated while submitting the tender

### **45.0 ROADS AND WATER COURSES, ACCESS TO PREMISES AND SAFETY OF PUBLIC**

45.1 Existing road or water courses shall not be blocked, cut through, altered, diverted or obstructed in any way by the Contractor, except with the permission of the PMC Employer. All compensation claimed for any unauthorized closure, cutting through, alteration, diversion or obstruction to such roads or water courses by the Contractor or his agent or his staff shall be recoverable from the Contractor by deduction from any sums which may become payable to him in terms of the Contract, or otherwise according to law.

45.2 During progress of work in any street or thoroughfare, the Contractor shall make adequate provision for the passage of traffic, for securing safe access to all premises – approached from such street or thoroughfare and for any drainage, water supply or means of lighting which may be interrupted by reason of execution of works and shall erect and maintain at his own cost barriers, lights and other safeguards as prescribed by the PMC / Employer for the regulation of traffic, and provide watchman necessary to prevent accidents. The works shall, in such cases, be executed day and night if so ordered by the PMC/ Employer and with such vigor that the traffic is impeded for as short a time as possible.

45.3 The Contractor shall be responsible for taking all precautions to ensure safety of the public, whether on public or Employer's property and shall post such look out men as may be required in the opinion of the PMC/ Employer, is necessary to comply with the regulations pertaining to the Work and to ensure safety.

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45.4 Movement of men, materials and manpower should be confined to the work site viz with in the barricaded area. No movement of machinery in the roads leading to the existing building is permissible.

#### **46.0 USE OF EXPLOSIVES**

Explosives shall not be used on the Works or on the Site by the Contractor.

#### **47.0 WORK DURING NIGHT**

Prior intimation must be given to the PMC/ Employer if the contractor wishes to carry out any work after 6:00PM. The contractor must be ready to carry out works after 6:00 PM incase of urgency if notified by the PMC/ Employer. One set of labourers must not work for more than one shift (8hours), The contractor must carry out the works with different set of laborers, if works are to be carried out in shifts. The Contractor shall make adequate lighting and safety arrangements. The Contractor shall also be responsible for any claim or account of any injury to or loss of life, of any one, arising out of inadequate lighting and safety arrangements.

#### **48.0 DAMAGE TO EMPLOYER’S PROPERTY, PRIVATE PROPERTY AND LIFE**

The Contractor shall be responsible for all risks to the works and for trespass and shall make good, at his own expense, all loss or damage to the works themselves or to any other property of the Employer or the lives, persons and property of others from whatsoever cause in connection with works until they are taken over by the Employer. In case the Employer is called upon to make good any such costs, loss or damages, or to pay compensation, (including that payable under the provisions of Workmen’s Compensation Act or any statutory amendments thereof) to any person or persons sustaining damage as aforesaid by reason of any act, omission or negligence on the part of the Contractor the amount of any costs or charges (including costs and charges in connection with legal proceedings), which the Employer may incur in reference thereto, shall be charged to the Contractor. The Employer shall have the authority to pay or to defend or compromise any claim or threatened legal proceeding or in anticipation of legal proceedings being instituted consequent on the action or default of the Contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, as aforesaid. Any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defense or compromise, and the incurring of any such expenses shall not be called in question by the Contractor.

#### **49.0 REPORTING OF ACCIDENTS TO LABOUR**

The Contractor shall be responsible for safety of all employees, employed by him on works, directly or through petty contractors or sub-contractors, and shall report accidents to any of them, however and wherever occurring on Works, to the Employer or the Employer’s Representative, and shall make every arrangement to render all possible assistance and to provide prompt and proper medical attention. The compensation for affected Workers or their relatives shall be paid by the Contractor in such cases with utmost expedition in accordance with the Workmen’s Compensation Act.

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## **50.0 EMPLOYER’S MATERIAL**

No material shall be issued by Employer.

## **51.0 TOOLS, PLANTS AND EQUIPMENT SUPPLIED BY THE EMPLOYER**

No tools and plants shall be supplied by the Employer.

## **52.0 PLANT AND MATERIALS SUPPLIED BY THE CONTRACTOR**

52.1 Contractor’s plants / material at site to be exclusive to the work.

All construction plant and materials provided by the Contractor shall, when brought on to the Site, be deemed to be exclusively intended for the execution of the Works and the Contractor shall not remove the same or any part thereof, except for the purpose of moving it from one part of the Site to another, without the consent, in writing, of the PMC / Employer, which shall not be unreasonably withheld or delayed.

52.2 Removal of construction plants / materials from site

Upon completion of the Works the Contractor shall remove from the Site all the said constructional plant remaining thereon and any unused materials belonging to the Contractor.

52.3 Loss or damage to plant / materials

The Employer shall not, at any time, be liable for the loss of or damage to any of the said construction plant, temporary works or materials.

52.4 Rejection of any material / workmanship found defective at site.

The operation of Clauses 55.0 and 52.0 hereof shall not be deemed to imply any approval by the PMC/ Employer of the materials or other matters referred to therein nor shall it prevent the rejection of any such materials or workmanship at any time by the PMC/ Employer if the same is found to be defective and / or not conforming to the Contract and the specifications.

## **53.0 SUPPLY OF WATER AND ELECTRICAL POWER**

The Contractor shall be responsible for arrangements to obtain supply of water. Temporary electrical power shall be provided. The charges shall be as applicable for temporary supply.

## **54.0 PROVISION OF EFFICIENT AND COMPETENT STAFF**

The Contractor shall employ and keep on the works at all times efficient and competent staff to give necessary directives to his workers to see that they execute works in a safe

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and proper manner. The Contractor shall employ only such supervisors and workmen as are capable, careful, and skilled in their trade and calling. The PMC/ Employer shall be at liberty to object to and require the Contractor to remove forthwith from the works, any person employed by the Contractor in or about the execution of works or maintenance of works, who, in the opinion of the PMC/ Employer, misconducts himself or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the PMC / Employer to be undesirable and such person shall not be employed again in the works without the written permission of the PMC / Employer. Any person so removed from the works shall be replaced as soon as possible by a competent substitute.

## **55.0 MATERIALS AND WORKMANSHIP**

### **55.1 Material and workmanship as per specification**

- i. All materials and workmanship shall be of the respective kinds described in the Contract and in accordance with the PMC's/ Employer's instructions and shall be subjected from time to time to such tests as the PMC/ Employer may direct at the place of manufacture or fabrication, or on the site or at such other place or places as may be specified in the Contract, or at all or any of such places. The Contractor shall provide such assistance, instruments, machines, labour and materials as are normally required for examining, measuring and testing any work on the quality, weight or quantity of any material used and shall supply samples of materials before incorporation in the Works for testing as may be selected and required by the PMC/ Employer.
- ii. Source of materials being supplied shall be intimated to the PMC/ Employer and are subject to his approval. Materials that are not specified in the Contract document shall conform to the relevant Indian Standards. If Indian Standards are not available, they shall conform to any International standard approved by the PMC / Employer.

### **55.2 Supply of sample**

All samples shall be supplied by the Contractor at his own cost.

### **55.3 Cost of test provided in Contract**

The cost of making any test to establish conformity of any material or work to the applicable standards shall be borne by the Contractor.

### **55.4 Cost of other tests**

If any test is ordered by the PMC/ Employer in addition to those required under Clause 55.3 hereof, which is either

- a. Not so intended by or provided for in the Contract, or is not so particularized in the contract, or



- b. Though so intended or provided for is ordered by the PMC/ employer to be carried out by an independent person at any place other than the Site or the place of manufacturer or fabrication of the material tested, then the cost of such test shall be borne by the Employer. If, however the test shows the workmanship or materials not to be in accordance with the provisions in the Contract or the PMC's/ employer's instructions, then the cost of such test will be borne by the Contractor.

If the normal test indicate that the work is below the specifications and the PMC/ employer decides to conduct special tests, all the cost and expenses incurred in connection with such tests shall be borne by the Contractor.

## 56.0 REMOVAL OF IMPROPER MATERIALS AND WORKS

- 56.1 The PMC / Employer shall have the authority to order in writing from time to time:
- the removal from site within such time, as the PMC / employer may specify, any material, which in his opinion, is not in accordance with the specifications and conditions of the Contract,
  - The substitution of defective material by proper and suitable material, and
  - The removal and proper re-execution, notwithstanding any previous decision or interim payment thereof, of any work which in respect of materials or workmanship is not, in the opinion of the PMC/ employer, in accordance with the Contract.
- 56.2 In case of default on the part of the Contractor in carrying out such order, the Employer shall be entitled to employ and pay other parties, to carry out the same, and all expenses consequent thereof or incidental thereto, shall be recoverable from the Contractor or may be deducted by the Employer from any money which may be due to the Contractor.



## 57.0 COVERING UP OF WORK

- 57.1 Examination of work before covering up

No work or part of work shall be covered up or put out of view, without the prior approval of the PMC / Employer or the, and the Contractor shall afford full opportunity for the PMC / Employer or the, to examine and measure any work, which is to be covered up, and to examine foundations before the permanent work is placed thereon. The Contractor shall give due notice to the PMC / Employer, whenever any such work or foundation is ready for examination, and the PMC / Employer shall without unreasonable delay, attend for the purpose of examining and measuring such work or for the purpose of examining such foundations.

- 57.2 Cost of uncovering the work already covered

The Contractor shall uncover any part or parts of the works, or make openings in or through the same, as the PMC / Employer may from time to time direct, and shall reinstate and make good such part or parts, to the satisfaction of the PMC /

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Employer. If any such part or parts have been covered up, or put out of view after compliance with the requirement of Sub-clause 57.1 and the works are found to be executed in accordance with the Contract, the expenses of uncovering, making openings in or through, reinstating and making good the same, shall be borne by the Employer, but if the works are found to be defective, all such costs shall be borne by the Contractor.

## **58.0 MODIFICATIONS TO WORK**

### **58.1 Authority to order modifications**

The PMC / Employer, shall be competent by an order in writing to enlarge or extend, diminish or reduce the works or make any alterations in their design, character, position, site, quantities, dimensions or in the method of execution or in the combination or use of materials for the execution thereof and to order any additional works to be done or any work not to be done and save as provided under Sub-clause 58.2 the Contractor will not be entitled to any compensation for any reduction, but will be paid only for the actual amount of work done and for approved materials supplied at site up to the date of intimation of such reduction, diminution or alteration.

### **58.2 Modification not to affect the Contract**

The enlargement, extension, diminution, reduction, alterations or additions, referred to in Sub-clause 58.1 of this clause shall in no degree affect the validity of the Contract, but shall be performed by the Contractor as provided therein and be subject to the same conditions, stipulations, obligations as if they had been originally and expressly included and provided for in the schedules, specifications and drawings, and the amount to be paid therefore shall be calculated considering the quantum of additional work. For the other extra items of work the rates shall be determined as under Clauses 59.0 and 60.0 of these conditions.

### **58.3 Decision of PMC / Employer to be final.**

The decision of the PMC / Employer under this clause shall be final.

## **59.0 VARIATION IN QUANTITY OF ITEMS COVERED BY THE BILL OF QUANTITIES**

### **59.1 PMC/ Employer shall have power**

(i) to make alterations in, omissions from, additions to or substitutions to the original specifications', drawings, design and instructions that may appear to PMC/ Employer to be necessary or advisable during the progress of work and

(ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given in writing signed by the PMC/ Employer and such alterations, omissions . additions or substitutions shall form part of the contract as if originally provided there in any altered, additional or substituted work which the contractor may be directed to do in the manner specified above





as part of the works shall be carried out by the contractor on the same conditions in all respects including price on which agreed to do the main work.

(iii) The quantities of items shown in the Bill of Quantities are approximate, and liable to vary during the actual execution of the work. The contractor shall be bound to carry out and complete the stipulated work package / group of works, irrespective of the variations in individual items or group of items, specified in the Bill of Quantities.

- 59.2 In case of variations in quantities the same shall be paid at the accepted rates of the contract for variations in quantities to the extent of 30% of the stipulated quantities. These variations shall be applicable to individual items of Bill of Quantities. In case of contract and substituted items which exceed deviations of 30% the contractor within 15 days of receipt of order of occurrence of the excess claim revision of rates supported by proper analysis for the work in excess of the above limit. The PMC/ Employer within one month of receipt of the claim supported by analysis of rates, after giving considerations to the analysis of the rates submitted by the contractor determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

## **60.0 EXTRA ITEMS NOT IN THE BILL OF QUANTITIES**

### **60.1 Operation of extra items of work**

If any item of work not provided for in the accepted Bill of Quantities is to be operated, the Contractor on receipt of instructions from the PMC / Employer, shall be bound to carry out such works at the rates to be decided as per Sub-clause 60.2

### **60.2 Derivation of rates for extra items of work.**

The rate of such items shall be derived, on the following basis.

- a. Cost of materials at site at current market rates, as actually utilized in the final finished permanent work, including a reasonable percentage for wastage.
- b. Cost of labour & and hire charges for Plant & Machinery, scaffolding, shuttering, forms, etc., required to be used at the site of the work. The tools used by various trades shall not be counted as Plant & Machinery for this purpose.
- c. An amount at a rate of 15% of cost of items (a) and (b) shall be allowed for Contractor's overheads, taxes, and profits. This percentage shall also apply to estimated cost of materials supplied free to the Contractor.

### **60.3 Notice by Contractor**

- i. In all cases where extra items of work are involved, for which there are no rates in the accepted Bill of Quantities, the Contractor shall give a notice to the PMC/ employer at the earliest opportunity but at least 7 days before the need for their execution arises.

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- ii. Such a notice shall not however be necessary if the PMC / employer already instructed in writing to take up such an item of work. To decide the rate, the PMC/ employer may ask the Contractor to furnish detailed analysis of the new rates on the lines mentioned in Sub-clause 60.2 above and/or attend a meeting with him to settle the rate. The Contractor shall be bound to furnish the requisite details and / or attend the meeting.

**60.4 Provisional payment for extra item**

In case the Contractor fails to so notify the PMC/ employer in advance, wherever required, or having notified fails to attend the meeting after due notice for settlement of rates, or if mutually agreeable settlement of rates is not arrived at between the PMC / Employer and the Contractor, the Contractor shall be bound to carry out the works at rates to be decided by the PMC / employer. In the absence of a finalized rate for a new item, the PMC / employer shall be free to certify payment to the Contractor based on a provisional rate for the work done under the new item. This shall be subject to upward or downward adjustment after the rate is finalized by him for that item. Normally, no price variation clause shall be applicable to new rates not originally included in the Bill of Quantities. It shall, however, be open to the PMC / employer to accept price variation clause in such cases where the rates are not based on actual and the work is likely to continue for more than one year.

**60.5 Decision of PMC / employer to be final and binding.**

The decision of the PMC / employer under this clause shall be final and binding.



**61.0 PRICE VARIATION**

**61.1 Accepted rate applicable till the completion of work**

The rates as per the accepted tender submissions shall hold good till the completion of the Works, and no additional claim or amount shall be admissible on account of fluctuations in market rates, increase in any taxes, levies, fees royalties, etc. except those that have been specifically provided for in this agreement.

**62.0 MEASUREMENTS OF WORK AND PAYMENTS**

This being item rate contract, Contractor shall submit monthly running account bill along with detailed measurement sheets for all the items of work as per the final accepted bill of quantities. Initially measurements shall be submitted in Microsoft Excel sheet in hard copy. PMC / Employer shall check the measurements and return the same with correction if any. The corrections shall be incorporated and the contractor shall submit a soft copy of the final measurements along with a hard copy based on which the bill shall be prepared / processed. Submission of final measurements and bill shall be treated as day1 for the purpose of payment of the bill. Payments will be made as per the details mentioned in SI No.17 of Contract Data Sheet.

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## **63.0 ON ACCOUNT PAYMENT**

### **63.1 Procedure for On-Account payment.**

The Contractor shall be entitled to be paid from time to time, by way of “On account ” bills only for such works as , in the opinion of the PMC / employer, the Contractor has executed in terms of the Contract. Such payments shall normally be made once in a calendar month. The Contactor shall submit the on account bill, by the date stipulated by the PMC / employer, in the prescribed proforma, The time schedule for certification and payment of such on account bill shall be as specified in the Contract Data. Such payments made by the Employer, are in essence, advance payments and shall not constitute any acceptance of the work by the Employer and the Employer shall have right to alter, modify, reduce or diminish the quantities or classification entered in the Measurement Books or Bills. The Employer shall have right to recover any amount paid in an earlier bill from any subsequent bill and should the amount to be recovered be more than the amount of the subsequent bill, the Contractor shall on demand from the PMC / employer or Employer immediately pay the extra amount to the Employer within 7 days, failing which he shall have to pay interest @ 10% per annum till said extra amount is paid back by him.

### **63.2 Non recording of measurements**

The PMC / employer reserves the right not to entertain an on account bill, when the works done during the period is insignificant or is less than 75% of the work to be executed for the period as per agreed programme for the period.

### **63.3 On Account payment without prejudice**



On account payments made in respect of work done or materials delivered by the Contractor, shall be without prejudice to the final accounts, and shall not be considered by itself to be evidence of any facts, stated in or to be inferred from such payments or of any work done or materials supplied, or of the manner of its execution.

## **64.0 ROUNDING OFF**

In calculating the amount of each item due to the Contractor, in every certificate prepared for payment, sums of less than fifty paise shall be omitted and sums of fifty paise and more up to one rupee shall be reckoned as one rupee.

## **65.0 PRODUCTION OF VOUCHERS**

65.1 The Contractor shall, whenever required by the PMC / employer, produce or cause to be produced for examination by the PMC / employer, any quotation, invoice, cost or other account books, vouchers, receipts, letters, memoranda or any copy of or extract from any such documents and also furnish information and returns, as may be required, relating to the execution of this Contract or relevant for verifying or ascertaining the cost of execution of this Contract or ascertaining that materials supplied by the Contractor are in accordance with the specifications laid down in the Contract. The PMC / employer’s decision on the

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question of relevancy of any documents, information or returns shall be final and binding on the parties.

- 65.2 If any part or item of the work is allowed to be carried out by a sub-contractor, assignee or any subsidiary of allied firm, the PMC / employer shall have power to secure the books of such sub-contractor, assignee or any subsidiary or allied firm through the Contractor, and shall have power to examine and inspect the same. The above obligations are without prejudice to the obligations of the Contractor under any statute, rules or orders.



#### **66.0 SIGNATURE ON RECEIPTS FOR PAYMENTS**

Every receipt of payment which may become payable, or for any Performance Security amount which may become returnable to the Contractor, under this Contract, shall, if signed in the partnership name by anyone of the partners of a Contractor firm, or by a person holding a power of attorney, if the Contractor is a limited (private / public) company, be a good and sufficient discharge to the Employer in respect of moneys or security amount purported to be acknowledged thereby. In the event of death of any of the Contractor's partners during the currency of the Contract, it is hereby expressly agreed that every receipt by any one of the surviving Contractor's partners, shall, if so signed as aforesaid, be a good and sufficient discharge as aforesaid, provided that nothing in this Clause shall be deemed to prejudice or affect any claim, which the Employer may hereafter have against the legal representatives of any Contractor's partner so dying, for or in respect of breach of any of the conditions of the Contract.

#### **67.0 FORCE MAJEURE**

If, at any time during the currency of the Contract, the performance in whole or in part by either party of any obligation under this Contract shall be prevented or delayed by reason of any war, hostilities, invasion, acts of public or foreign enemies, rebellion, revolution, insurrection, civil commotion, sabotage, large scale arson, floods, earthquake, large scale epidemics, nuclear accidents, any other catastrophic unforeseeable circumstances, quarantine restrictions, any statutory rules, regulations, orders or requisitions issued by a Government Department or competent authority or acts of God ( hereinafter referred to as "event") then, provided notice of the happening of such an event is given by either party to the other within 21 days of the occurrence thereof.

- a. Neither party shall by reason of such event be entitled to terminate the Contract or have claim for damages against the other in respect of such non performance or delay in performance.
- b. The obligations under the Contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist.
- c. If the performance in whole or part of any obligation under the Contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any, or 90 days, whichever is more, either party may at its option terminate the Contract.
- d. In case of doubt or dispute, whether a particular occurrence should be considered an "event" as defined under this clause, the decision of the PMC / employer shall be final and binding.
- e. If the Contract is terminated under this Clause, the Contractor shall be paid fully for the work done under the Contract, but not for any defective work or work done

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which has been destroyed or damaged before its measurement. If neither party issues notice regarding the event within 21 days of its occurrence, the said event shall be deemed not to have occurred and the Contract will continue to have effect as such.

## **68.0 DELAY AND EXTENSION OF CONTRACT PERIOD**

### **68.1 Time to be Essence and Extension of Time**

- a) The time allowed for execution and completion of the Works or part of the Works (Interim Milestones as specified in the Contract Data) as specified in the Contract, in accordance with these conditions, shall be the essence of the Contract on the part of the Contractor. Subject to any requirement in the Contract as to completion of any portion or portions of the works before completion of the whole, the contractor shall fully and finally complete the whole of the Works comprised in the Contract (with such modifications as may be decided by the PMC / employer in terms of Clause 58.0) by the date stipulated in the Contract or extended date in accordance with the Contract. In case of delay on the part of the Contractor, the Contractor shall pay as compensation an amount as provided herein. This is without prejudice to the right of the Employer to rescind the Contract in terms of Clause 73.0
  
- b) As soon as it becomes apparent to the Contractor, that the Works and/or portions thereof (required to be completed earlier), cannot be completed within the periods(s) stipulated in the Contract (Interim Milestones as specified in the Contract Data), or the extended periods granted, he shall forthwith inform the PMC / employer and advise him of the reason(s) for the delay, as also the extra time required to complete the works and/or portions of work, together with justification therefore. In all such cases, whether the delay is attributable to the Contractor or not, the Contractor shall be bound to apply for extension in the period of completion of the whole works and /or portions thereof. This application shall reach the PMC / employer, at least 30 days before the stipulated or extended date of completion of the whole works or the stage completion date of any portion of the work. In case the Contractor fails to apply for the extension of Contract or fails to apply in time, the PMC / employer, shall, in the case of any subsequent delay in the completion of the whole and /or portion of works, be justified to hold that such delay is due only to Contractor's failure or fault and shall take further action accordingly in terms of the Contract. Any reasons or circumstances leading to delay in the completion of the work(s) even if they are not the result of the Contractor's failure or fault shall not invalidate or vitiate the Contract.

### **68.2 Extension due to Modifications**

If any modifications ordered by the PMC / employer or site condition actually encountered are such, that in the opinion of the PMC / employer the magnitude of the work has increased materially, then such extension of the stipulated date of completion may be granted, as shall appear to the PMC / employer to be reasonable.

### **68.3 Delays not due to Employer / Contractor**

If the completion of the whole works (or part thereof which as per the Contract is required to be completed earlier), is likely to be delayed on account of.

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- a. Any force majeure events.
- b. Delay on the part of other contractors or other parties engaged directly by the Employer, on whose progress or performance the Contractor necessarily depends, or
- c. Any order of Court, or
- d. Any other event or occurrence which, according to the PMC / employer is not due to the Contractor's failure or fault, and is beyond his control, the PMC / employer may grant such extension in period of completion of the work(s), as in his opinion is reasonable.

#### 68.4 Delays due to Employer/ PMC / employer

In the event of any failure or delay by the Employer or the PMC / employer, to hand over to the Contractor the possession of site necessary for execution of works, or any part of the works, if different dates for handing over the site for different works have been indicated in the Contract, or to give necessary notice to commence the Works, or to provide necessary Drawings or instructions or clarifications or to supply any material, plant or machinery, which under the Contract, is the responsibility of the Employer, then such failure or delay, shall in no way affect or vitiate the Contract or alter the character thereof or entitle the Contractor to damages or compensation thereof but in any such case, the employer shall grant such extension or extensions of time to complete the work, as in his opinion is / are reasonable.

#### 68.5 Delays due to Contractor & Liquidated damages



If the delay in the completion of the whole works or a portion of the works, for which an earlier completion period is stipulated, is due to the Contractor's failure or fault, and the / employer feels that the remaining Works or the portion of Works can be completed by the Contractor in a reasonable and acceptable short time, then, the employer may allow the Contractor extension or further extension of time, for completion, as he may decide, subject to the following:

- a. Without prejudice to any other right or remedy available to the Employer on that behalf, by way of ascertained and liquidated damages, recover a sum as mentioned in the contract data sheet.
- b. If the delay relates only to a portion of the works with a separate and earlier completion period (Interim Milestones as specified in the Contract Data), the Contract value for calculation of compensation shall be restricted to the cost of that portion of the Works only.
- c. The total recovery on account of compensation shall be limited to 10% of the Contract Value or the Works, or the portion of the Works, as the case may be.

#### 68.6 Time shall continue to be the essence of Contract in spite of extension of time

It is an agreed term of the Contract that notwithstanding grant of extension of time under any of the sub-clauses mentioned herein, time shall continue to be the essence of contract on the part of the Contractor.



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**68.7 Employer's decision on compensation payable being final**

The decision of the employer as to the compensation payable by the Contractor under this Clause shall be final and binding.

**69.0 SUSPENSION OF WORKS**

**69.1 Protection during suspension of work.**

The Contractor shall, on the order of the PMC / employer, suspend the Works or any part thereof, for such time, and in such manner, as the PMC / employer may consider necessary, and shall during such suspension, properly protect and secure the Works so far as it is necessary in the opinion of the PMC / employer.

**69.2 Cost incidental to suspension of work.**

If such suspension is

- a. provided for in the Contract, or
- b. necessary for proper execution of Works or by reasons of weather condition or by some default on the part of the Contractor, or
- c. necessary for the safety of Works or any part thereof ,or
- d. necessary for the safety of adjoining public or other property or safety or the public or workmen or those who have to be at the site, or
- e. to ensure safety and to avoid disruption of traffic and utilities, as also to permit fast repairs and restoration of any damaged utilities, no extension of time shall be granted and also the Contractor shall not be entitled to extra cost (if any), incurred by him, during the period of suspension of Work.



**69.3 Extension of time on account of suspension**

If suspension is ordered by the PMC / employer for reasons other than those mentioned in sub-clause 69.2, the Contractor shall not be entitled to extra costs, if any, incurred by him during the period of suspension of work, but the Contractor shall be entitled for such extension of time for completion of the work, as the PMC / employer may consider proper, having regard to the period of such suspensions. For any such suspension of work not exceeding 3 days at any one time, the Contractor will not be entitled to any extension of time for completion of the work except where specially agreed to by the PMC / employer.

**70.0 FORE-CLOSURE OR TERMINATION OF CONTRACT**

**70.1 Payment to Contractor on fore-closure or termination of Contract**

- a) The Employer shall be entitled to foreclose and terminate the Contract, at any time, should, in the Employer's opinion, the cessation of works becomes necessary, owing to paucity of funds or due to court orders or from any other cause whatsoever. Notice in writing from the Employer, for such termination and reasons therefore, shall be conclusive evidence thereof and be binding on the Contractor. In such a case, the value of approved materials actually brought to the site and reasonably required to execute the works during next one month, as per approved programme, and of work done up-to-date

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by the Contractor, shall be paid for. The amount shall be calculated considering the stage of completion of the work. The Contractor shall have to pay back un-recovered portion of advances made to him, together with interest accrued thereon in terms of the conditions governing the payment of the advance. In case the Contractor defaults, the Employer shall be entitled to recover the amounts from any payment due to the Contractor, or from the Performance Security amount or by encashing the Bank Guarantees given by the Contractor for securing the advances. This is without prejudice to other remedies available to the Employer.

- b) Provided further, that any diminution shall not constitute foreclosure of Contract in terms of this clause, and no compensation or payment whatsoever as per this clause will be due or payable to the contractor on that account.

## 70.2 Default of Employer

In the event of the Employer:

- a) failing to pay to the Contractor the amount due under any certificate of the PMC / employer, within ninety (90) days after the same shall have become due under the terms of the Contract, subject to any deduction that the Employer is entitled to make under the Contract, or
- b) Interfering with or obstructing or refusing any required approval to the issue of any such certificate or release of any such payments, or
- c) becoming bankrupt or, being a company, going into liquidation, other than for the purpose of a scheme of reconstruction or amalgamation, or
- d) giving formal notice to the Contractor that for unforeseen reasons or due to economic dislocation, it is impossible for him to continue to meet his contractual obligations, the Contractor shall then be entitled to issue a notice to the PMC / employer, with a copy to the Employer, stating that he shall be terminating the contract after 30 days of receipt of the notice by the PMC / employer, for reasons stated in the notice. If within the said period of 30 days, the PMC / employer notifies the Contractor with a copy to the Employer, that the reason stated in the notice of the Contractor are not valid or that the alleged reasons of default of the Employer have been remedied and no longer exist, then the Contractor shall not be entitled to terminate the Contract.
- e) Subject to the PMC / employer not raising any objection to the notice of termination of the contract by the Contractor, upon expiry of 30 days' notice as per Para (i) of this Sub-clause, the Contract shall stand terminated and the Contractor shall remove from site all balance material and construction plant and equipment brought by him thereon, with all reasonable dispatch.



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## **71.0 WITHHOLDING AND LEIN FOR SUMS CLAIMED**

71.1 The Employer shall have lien over all or any moneys that may become due and payable to the Contractor under these presents, and / or over the deposit of Performance Security or other amount or amounts made under the Contract and which may become payable to the Contractor, under the condition in that behalf herein contained, in respect of any debt or sum that may become due and payable to the Employer by the Contractor, either alone or jointly with others, either under this or under any other Contract or transaction of any nature whatsoever between the Employer and the Contractor.



71.2 And further, unless the Contractor pays and clears immediately on demand any claim of the Employer, the Employer shall at all times be entitled to deduct the amount of the said claim from the moneys, securities and / or deposits which may have become or will become payable to the Contractor under these presents, or under any other Contract or transaction whatsoever between the Employer and the Contractor even if the matter stands referred to Arbitration. It is provided further that, if the Contractor does not accept any such claim, the amount deducted shall be treated as having been withheld only till the claim is mutually settled or determined by the Arbitrator or by the competent court of law. The Contractor shall have no claim for any interest or damages whatsoever in respect of any amounts withheld or treated as withheld under the lien referred to above and duly notified as such to the Contractor.

## **72.0 RESCISSION OF CONTRACT DUE TO DEATH OF CONTRACTOR / PARTNER**



If the Contractor is an individual or a sole proprietary concern, and the individual or the sole proprietor dies, or if the Contractor is a partnership concern and one of the partners dies, in that case, unless the Employer is satisfied that the legal representative of the individual Contractor or of the sole proprietor, as the case may be, or in the case of a partnership firm, all surviving partners, are capable of carrying out and completing the Contract, the Employer shall be entitled to rescind the Contract as to its incomplete part. In that event, the Employer shall not be liable to pay any compensation to the legal heirs of the deceased Contractor and / or to the surviving partners of the Contractor's firm, on account of such cancellation of contract. The PMC / employer's decision, as to whether the legal representatives of the deceased Contractor or surviving partners of the Contractor firm can or cannot carry out and complete the Contract, shall be final and binding on the parties. It is provided further that, the legal representatives of the deceased Contractor or the surviving partners shall also not be liable to pay any damages, alleged or actually suffered by the Employer, in respect of incomplete part of the Contract. Any liability incurred by the deceased contractor, or by the deceased partner of the contracting firm, before his death, shall be recovered from the legal representatives of the deceased Contractor or from the surviving partners of the said contracting firm as the case may be.

## **73.0 DETERMINATION OF CONTRACT DUE TO CONTRACTOR'S DEFAULT**

73.1 Conditions leading to determination of contract

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- i. If the Contractor,
- a) Becomes bankrupt or insolvent, or
  - b) Makes arrangements with or assignment in favour of his creditor, or agrees to carry out the Contract under a committee of inspection of his creditors, or
  - c) Being a Company or Corporation goes into liquidation by a resolution passed by the Board of Directors/ General body of the share-holders or as a result of Court order (other than voluntary liquidation for the purpose of amalgamation or reconstruction), or
  - d) Has execution levied on his goods or property on the works, or
  - e) Assigns or sublets the Contract or any part thereof otherwise than as provided for under conditions of this Contract, or
  - f) Abandons the Contract, or
  - g) Persistently disregards instructions of the PMC / employer or contravenes any provisions of the Contract, or
  - h) Fails to adhere to the agreed programme of work by the stipulated period or 30 days, or fails to complete the Works or parts of the Works within the stipulated or extended period of completion, or is unlikely to complete the whole work or part thereof within time because of poor record of progress, or
  - i) Fails to remove materials from the Site, or fails pull down and replace work, after receiving notice from the PMC / employer to the effect that the said materials or works have been condemned or rejected, or
  - j) Fails to take steps to employ competent and/or additional staff and labour, or
  - k) Fails to afford the PMC / employer proper facilities for inspecting the Works or any part thereof, or
  - l) Promises, offers or gives any bribe, commission, gift or advantage, either himself or through his partners, agents or servant to any officer or employee of the PMC / employer, or to any person on their behalf, in relation to obtaining or execution of this or any other Contract with the Employer, or
  - m) Suppresses or gives wrong information while submitting the bid, then, and in any such case, the PMC / employer on behalf of the Employer, may serve the Contractor with a notice in writing to that effect, and if the Contractor, within 7 days after delivery to him of such notice, does not make good his default in so far as the same is capable of being made good, and fail to carry on the work or fail to comply with such instructions as aforesaid to the entire satisfaction of the PMC / employer, the Employer shall be entitled, after giving 48 hours notice in writing, under its hand or, to rescind the Contract, as a whole or in part or parts (as may be specified in such notice)
  - n) Admits the employment of the employer's/ PMC's employee either as employers or directors in the company without specific approval of the employer.
- ii. In such a case of rescission, the Employer may adopt either or both of the following courses;
- a) Take possession of the site and any materials, construction plants, implements, stores, etc. thereof, and carry out the whole or part of the work from which the Contractor has been removed, by the employment of the required labour and materials, the cost of which shall include lead, lift, freight, supervision and/or incidental charges.

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- b) Measure up whole or part of the Work from which the Contractor has been removed, and get it completed by another Contractor; and the manner and method in which such work is to be completed, shall be entirely at the discretion of the PMC / employer whose decision shall be final.

#### 73.2 Entitlement of Employer

In both cases described in sub-clause 73.1 (ii) above, the Employer shall be entitled to:

- a) Forfeit the whole or such portion of the Performance Security amount, as he may consider fit, and
- b) Recover from the Contractor the cost of carrying out the balance work in excess of the sum which he would have been paid, according to the certificate of the PMC / employer, if the works had been carried out and completed by the Contractor under the terms of the Contract. Such certificate shall be final and binding upon the Contractor. The amount to be recovered may be deducted by the Employer from any monies then due or which, at any time thereafter, may become due to the Contractor alone or jointly under this or any other Contract or otherwise.



#### 73.3 Non-exercise of power not to constitute waiver

Provided always that in case any of the powers conferred upon the Employer by Sub-clause 73.1 and Sub-clause 73.2 above, shall have become exercisable, and the same may not have been exercised, the non-exercise thereof shall not constitute waiver of any of the conditions, thereof. Any such powers shall, notwithstanding, be exercisable in the event of any future case of default by the Contractor for which his liability in the past or future shall remain unaffected.

### **74.0 COMPLETION CERTIFICATE & COMPLETION PLANS**

#### 74.1 Completion Certificate

Within ten days of the completion of the work, the Contractor shall give notice of such completion to the PMC / employer and within thirty days of the receipt of such notice the PMC / employer shall inspect the work and if there is no defect in the work, shall furnish the Contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the Contractor and/or (b) for which payment will be made at reduced rates, shall be issued. But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the Contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his/their work people on the site in connection with the execution of the works as shall have been erected or constructed by the Contractor(s) and cleaned off the dirt from all wood work, doors, windows, wall, floor or other parts of the building, in, upon, or about which the work is to be executed or of which he may have had possession, for the purpose of the execution thereof, and not until the work shall have been measured by the PMC / employer. If the Contractor shall fail to comply with the requirements of this clause, as to removal of

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scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of work, the PMC / employer may at the expense of the Contractor remove such scaffolding, surplus materials and rubbish etc., and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the Contractor shall have no claim whatsoever in this regard except for any sum actually realized by the sale thereof.

#### 74.2 Contractor to keep site clean

The splashes and dropping from white washing, colour washing, painting etc, on walls, floor, windows, etc. shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms, quarters or premises etc where the work is done without waiting for the actual completion of all the other items of work in the Contract. In case the Contractor fails to comply with the requirement of this clause, the PMC / employer shall have the right to get this work done at the cost of the Contractor through any other agency. Before taking such action, the PMC / employer shall give 10 days notice in writing to the Contractor.

#### 74.3 Completion plans



The Contractor shall within one month of the date of completion of the work submit:

- (i) Completion Plans of all the internal and external works including, but not limited to the Civil, Electrical, Sanitary, Water Supply and Drainage installations by marking on a set of drawings all the details including the route, position and details of the pipes, fixtures, fittings in the manner specified by the PMC / employer.
- (ii) The Contractor shall also arrange statutory inspection and certification of the installations by local authorities in conformity with the bylaws, if any.
- (iii) It is also a term of the contract that the contractor will arrange for and obtain the completion certificate from CMDA for the completed work. Necessary completion plans, documentation shall be provided by the employer as per requirements of the CMDA.

If the Contractor fails to submit the Completion Plans and obtain necessary statutory certificates from the Local Authority as aforesaid the PMC / employer shall get the Completion Plans prepared and arrange necessary statutory certificates as aforesaid. The expenses that may be incurred by the PMC / employer shall be payable by the Contractor and the PMC / employer shall have the authority to recover the said expenses from the dues of the Contractor.

### 75.0 CLEARANCE OF SITE ON COMPLETION

On completion of Works, the Contractor shall clear away and remove from site all construction plant, surplus materials, rubbish and temporary works of every kind, and

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leave the whole of the site of work clean, tidy and in a workmanlike condition to the satisfaction of the PMC / employer. No final payment in settlement of the accounts for works shall be made or held to be due to the Contractor, till, in addition to any other condition necessary for such final payment, site clearance shall have been effected by him. Such clearance may be made by the PMC / employer through any other agency at the expense of the Contractor in the event of the Contractor's failure to comply with this provision within 7 days after receiving notice to that effect from the PMC / employer. Should it become necessary for the PMC / employer to have the site cleared at the expense of the Contractor, the Employer and / or the PMC / employer shall not be held liable, for any loss or damage to Contractor's property on the site due to such removal there from. Removal may be effected by means of public sale of such plant, materials and property or in such a manner as may be deemed fit and proper by the PMC / employer. All expenses on such removal/ clearance shall be debited to the Contractor as loans due from the Contractor to the Employer, and the Employer shall be competent to recover the same from Contractor's on account or final bills, or from Performance Security amount or from any other amount payable to the Contractor.

## **76.0 URGENT REPAIRS**

If, by reason of any accident, or failure, or other event occurring to or in connection with the Works, or any part thereof or proximity thereof, either during the execution of the Works, or during the Period of Maintenance, any remedial or other work or repair shall, in the opinion of the PMC / employer or the PMC / employer, be urgently necessary for the safety of the Works, adjoining property, traffic, utility or public, and the Contractor is unable or unwilling to do such work or repair at once, the Employer may employ and pay other persons to carry out such work or repair, as the PMC / employer, may consider necessary. If the work or repair so got done by the Employer is work which, in the opinion of the PMC / employer, the Contractor was liable to do at his own expense under the Contract all expenses properly incurred by the Employer in so doing, shall be recoverable from the Contractor by the Employer, or may be deducted by the Employer from any monies due or which the PMC / employer as the case may be, shall, as soon after the occurrence or any such emergency as may be reasonably practicable, notify the Contractor thereof in writing.

## **77.0 FINAL MEASUREMENTS AND PAYMENTS**

77.1 Soon after the issue of the Completion Certificate by the employer the Contractor shall submit a draft Final Bill with supporting documentation, in the proforma prescribed by the PMC / employer. Within one month of receipt of the draft Final Bill and of all information reasonably required for its verification, the PMC / employer shall determine the value of all matters to which the Contractor is entitled under the Contract, and issue his draft Final Bill account to the Employer and the Contractor. The Contractor shall sign the PMC / employer's copy of the draft Final bill Account in token of acknowledgement of the full and final value of the Works performed under the Contract, and based on that, submit promptly the Final Bill duly signed by him in the format desired by the PMC / employer, together with a "No Claim" certificate or a list of any unsettled claims in accordance with clause 81.0. On receipt of the Final Bill, the PMC / employer shall promptly prepare and issue to the Employer the Certificate of Final Payment, confirming the amount due to the Contractor under the Contract. The Employer, shall on receipt of the Certificate, arrange to make payment, subject





always to any deductions under these presents, due to the Contractor, within a period of 90 days failing and after which, the Employer shall be liable to pay interest at 10% per annum which shall be compounded every 3 months. Provided always, that, no interest shall be payable on any amount disallowed or disputed by the PMC / employer or the Employer, even if such amount is later on determined to be payable to the Contractor, as a result of any process resorted to for the settlement of the disputes as per Conditions of Contract.

- 77.2 In respect of both on account bills and final bill, purely as a matter of convenience and to help expedite the work, the PMC / employer may ask the Contractor to furnish the details in a computer disc also, prepared using a mutually agreed software package, and the Contractor shall supply the same. The computer disc shall not replace the written and signed bills and other documents to be submitted by the Contractor under the Contract.

## **78.0 DEFECTS LIABILITY PERIOD AND MAINTENANCE CERTIFICATE**

### **78.1 Defects Liability Period:**

If the Contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephonic telephone post or wire, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within Twelve (12) months after a certificate of its completion has been given by the PMC / employer as aforesaid arising out of defect or improper materials or workmanship the Contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the PMC / employer may cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the Contractor, or from his Security Deposit or the proceeds of sale thereof or of a sufficient portion thereof.

### **78.2 Maintenance Certificate:**

The Contract shall not be considered as completed, until a Maintenance certificate shall have been signed by the PMC / employer stating that the works have been completed and maintained to his satisfaction. Maintenance Certificate shall be issued by the PMC / employer, upon expiration of the Defects Liability Period or as soon thereafter as any repair works ordered during such period shall have been completed to the satisfaction of the PMC / employer and full effect shall be given to this Clause, notwithstanding the taking possession of or using the works or any part thereof by the Employer.

#### **78.2.1 Final Approval by Maintenance certificate**

No certificate other than Maintenance Certificate shall be deemed to constitute final approval of any work or be deemed to constitute final approval of any other matter, in respect of which it is issued, or shall be



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taken as an admission of due performance of the Contract or any part thereto, or of the accuracy of any claim or demand made by the Contractor, or of additional or waived work having been ordered by the PMC / employer, nor shall any other certificate conclude or prejudice any of the powers of the PMC/ Employer.

#### 78.2.2 Cessation of Employer's Liability

The employer shall not be liable to the contractor for any matter, arising out of or in connection with the Contract, or the execution of the work, unless the Contractor shall have made a claim in writing in respect thereof within 30 days from the date of completion of the works.

#### 78.3 Unfulfilled Obligations

Notwithstanding the issue of Maintenance Certificate, the Contractor and the Employer, shall remain liable for the fulfillment of any obligation incurred under the provision of the Contract, prior to the issue of the Maintenance Certificate, which remain unperformed at the time such certificate is issued, and for the purpose of determination of the nature and extent of any such obligation, the Contract shall be deemed to remain in force between the parties hereto.

### 79.0 CLAIMS

The Contractor shall send to the PMC / employer 'once every month an account giving particulars, along with full details and justification, of all claims for any additional payment to which the Contractor may consider himself entitled and of all extra or additional work ordered by the PMC / employer which he has executed during the preceding three months. No final or interim claim for payment for any such work or expenses will be considered which has not been included in such particulars.

### 80.0 SETTLEMENT OF DISPUTES AND ARBITRATION

80.1 Dispute to be referred to and settled by PMC / employer at the first place.

Should any dispute or difference of any kind whatsoever arise between the Employer and the Contractor, pertaining to , in connection with, or arising out of the Contract, or subject matter thereof, or the execution of Works, whether, during the progress of Works or after their completion and whether before or after termination, abandonment or breach of Contract, it shall, in the first place, be referred to and settled by a Dispute Resolution Committee (Committee) consisting of the following

1. Chairman, Engineering Unit, IIT Madras
2. A professor from the Civil Engineering Department of IITM
3. An independent Civil Engineer representing the contractor  
(The cost of the independent Civil Engineer will be borne by the Contractor)

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After acceptance of the tender the employer will notify the constitution of the Dispute Resolution Committee. The Committee will be a standing Committee till issue of final completion certificate to the work

The Committee shall, within a period of sixty days after being requested in writing by either party to resolve a dispute, give written notice of its decision to the Employer and the Contractor. The Committee while considering the matters of dispute referred to it shall be competent to call for any records, vouchers, information and enforce the attendance of the parties either in person or through authorized representatives, to sort out or clarify any issue, resolve the differences and to assist it to decide the matters referred to it Subject to arbitration, as hereinafter provided, such decision in respect of every matter so referred shall be final and binding upon the Employer and the Contractor and shall forthwith be given effect to by the Employer and by the Contractor, who shall proceed with the execution of works with all due diligence irrespective of whether any of the parties goes in or desires to go in for arbitration. If the Committee has given written notice of its decision to the Employer and the Contractor and no intimation of reference of any claim to arbitration has been sent to it by either the Employer or the Contractor within a period of thirty days from receipt of such notice, the said decision of the Committee shall remain final and binding upon the Employer and the Contractor and the same shall be deemed to have been accepted by them. The Employer or the Contractor shall not seek any arbitration thereafter.

#### 80.2 Referring of dispute for arbitration

If the Committee fail to give notice of his decision, as aforesaid, within a period of thirty days after being requested as aforesaid, or if either the Employer or the Contractor be dissatisfied with any such decision of the Committee, only then shall the matter in dispute be referred to arbitration as herein provided.

#### 80.3 Dispute due for arbitration


Disputes or differences shall be due for arbitration only if all the conditions in Sub-clauses 80.1 and 80.2 are fulfilled.

#### 80.4 Settlement of disputes

Except where otherwise provided in the Contract, all disputes or differences, whatsoever arising between the parties, arising out of touching or relating to construction, measuring, operation or effect of the Contract or the breach thereof, shall be settled by arbitration, by a sole arbitrator subject to provisions of Sub-Clause 80.3, as detailed in Sub Clause 80.5.

#### 80.5 Setting up of Arbitral Tribunal (Sole Arbitrator)

The sole Arbitrator shall be appointed by the Chairman, IITMadrasResearchPark to whom the party seeking Arbitration will apply in writing for appointment of an Arbitrator to adjudicate the disputes.

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It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator.

It is also a term of this contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 90 days of receiving the intimation from the PMC/ employer that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the employer shall be discharged and released of all liabilities under the contract in respect of these claims.

The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.

It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs. 1,00,000 the arbitrator shall give reasons for the award.

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitrate on shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid

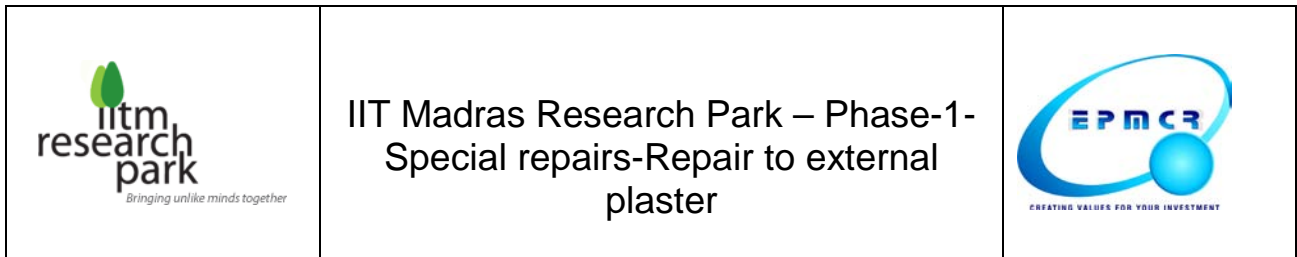
The language of the proceedings and that of documents and communications shall be in English and the awards shall be made in writing. The arbitrator shall always give item wise and reasoned awards.

**80.6 No suspension of work.**

The reference to arbitration shall proceed notwithstanding that the Works shall not then be or be alleged to be complete, provided always that the obligations of the Employer and the Contractor shall not be altered by reasons of arbitration being conducted during the progress of Works, Neither party shall be entitled to suspend the work to which the dispute relates on account of arbitration and payments to the Contractor shall continue to be made in terms of the Contract.

**80.7 Award to be binding on all parties.**

The award of the Arbitral Tribunal shall be binding on all the parties.



80.8 Rules governing the arbitration proceedings.

The arbitration proceedings shall be governed by Arbitration and Conciliation Act 1996, as amended from time to time.

80.9 Limitation of time

No dispute or difference shall be referred to Arbitration after expiry of 60 days from the date of decision by the DRC, if notified, or from the date when the DRC ought to have given its decision in terms of provisions under Sub clause 80.1.

**81.0 MODIFICATIONS TO CONTRACT TO BE IN WRITING**



In the event of any provisions of the Contract requiring modification after the Agreement has been signed, the modifications shall be made in writing and signing by the Employer or the Employer’s authorized representative and the Contractor or his authorized representative. Such modifications shall not be effective until the same have been signed by both the Parties. Any verbal or written arrangements for abandoning, modifying, extending, reducing or supplementing the Contract, or any of the terms thereof, shall be deemed to be provisional and shall not be binding on the Employer unless and until the same are incorporated in a formal instrument and signed by the Employer or his authorized representative and the Contractor or his authorized representative.

**82.0 LIEN IN RESPECT OR CLAIMS IN OTHER CONTRACTS**

Any money due to the contractor either alone or jointly with others, including the Performance Security amount refundable to him, may be withheld or retained by exercise of lien by the Employer, against any claim of Employer or of any other branch, office, department or subsidiary of the Employer in respect of payment of a sum of money arising out of or under any Contract other than the present Contract made by the Contractor, alone or jointly, with the employer or any other branch, office, departments or subsidiary of the Employer. It is an agreed term of the Contract that the sum of the money so withheld or retained under this clause by the Employer, shall be kept withheld or retained till the claims arising out of or under the other Contract, are either mutually settled or determined by the Arbitrator, or by the competent court, as the case may be and that the Contractor shall have no claim for interest or damages whatsoever on this account, or any other account, in respect of any sums of money withheld or retained, under this clause and duly notified to the Contractor.



**2.3 SPECIAL CONDITIONS OF CONTRACT (SCC)**

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## **PREAMBLE**

The Special Conditions of Contract as described in this document shall be read in conjunction with General Conditions of Contract, specifications of work, drawings and all other documents forming part of this Contract wherever the context so requires.

## **SPECIAL CONDITIONS OF THE CONTRACT-1**

1. No work shall be permitted till arrangements as stipulated in the document are met with completely by the Contractor.
2. Proper arrangements for curing of plastering work and masonry work for 14 days (with gunny bags etc.) is to be made by Contractor.
3. The contractor shall be responsible for the safety of workers and any damages caused on account of improper safety arrangements during the entire period of work.
4. The rate quoted should also include all expenditure towards transportation of construction material at various locations, proper watch and ward, proper site clearance and implementation of road safety methodology etc.
5. For the construction work ordinary port land cement 43/53 grades conforming to IS:8112 is to be used and reinforcement steel of IS:240 grade designation conforming to IS:432 Part I mild steel bars are to be used. All other material and ingredients conforming to relevant IS Specification are to be used for work.
6. Contractor has to make all arrangements for proper & safe storage at construction material at his own cost.
7. No hindrance to the traffic should be caused during the execution of work.
8. In case, the progress of the work is not found satisfactory, the work may be withdrawn partly or completely and shall be got executed through other agency. The expenditure so incurred shall be recovered from the Contractor.
9. Price escalation clause does not apply to the above contract.
10. The security deposit, Income Tax, Sales Tax and other taxes as applicable or levied by the Central/State Govt. etc shall be borne by the Contractor.
11. **Inspection:**  
The work shall be accepted after inspection and approval by the IITMRP/ PMC team particularly for the following aspects:
12. **Commissioning tests:**  
As soon as the installations are ready for commissioning, the Contractor shall arrange for all tests/inspections as required or as advised by the IITMRP.
13. **Warranty:**
  - i. The Contractor shall guarantee that all the works executed under the agreement shall be free from all defects and faults in material, design, workmanship and manufacturer and shall be of acceptable standards for the contracted work and in full conformity with the technical specifications, drawings and other contract stipulations.
  - ii. This warranty shall survive not only till the acceptance of the work but shall expire 5 years from the date of acceptance of the completed work by the IITMRP except in respect of defects notified to the Contractor before the expiry of the warranty period. Any approval of acceptance by IITMRP at any stage of the work contracted shall not in any way absolve the Contractor's liability under this warranty.
  - iii. The Contractor's liability in respect of any complaint defect and /or claim shall be limited to the execution, installation and erection of replaced parts free of charges, or the repairs of defective parts only to the extent that such replacement or repairs are attributable which arise from faulty workmanship or design or material in the manufacture of the equipments/ stores, and /or negligence in any manner and also in the event of failure of the equipment to perform as

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intended.

**iv.** The Contractor shall if required, replace, repair, execute and/or install the goods or such portion thereof as is rejected by the IITMRP free of cost at site or at the option of NHA. The Contractor shall pay the IITMRP the value thereof and such other expenditure and damage as may arise by reason of the breach of the condition therein specified.

**v.** If any defect is not remedied satisfactorily within the above mentioned one month, the IITMRP may proceed to do the work at Contractor's risk and cost also without prejudice to any other rights of the Contractor under the contract.

**vi.** If, the Contractor so desires, the replaced parts can be taken over by him or his representative for

disposal as he deems fit within a period of one month from the date of replacements of goods/parts. After the expiry of this period, no claim whatsoever shall lie on the IITMRP.

**vii.** IITMRP may, at its discretion recover the ground rent for the goods/parts which have been rejected during the warranty period for the specified period of one month, if the rejected materials are not taken over within that period (one month) by the contractor or his representative. The warranty herein contained shall not apply to any material which have been repaired or altered by the IITMRP or on its behalf in any way without the consent of the contractor so as to affect its strength, performance and reliability or to any defects to any part due to misuse negligence or accident and to items of normal wear and tear to be specifically mentioned by the contractor in his offer and got accepted by the IITMRP. The decision of the IITMRP in regard to Contractor's liability and the amount, if any payable under this warranty shall be final and conclusive.

15. In case of any difference of opinion/dispute in any matter with respect to subject work during execution of work, the matter will be discussed by the Competent Committee of the PIU with the Contractor's authorized representative and will be decided by the said Committee. The decision of the Competent Committee is final and binding on the Contractor.