POWER GRID CORPORATION OF INDIA LTD.

(A Government of India Enterprise)

VOLUME-I

CONDITIONS OF CONTRACT

FOR

CIVIL WORKS

POWER GRID CORPORATION OF INDIA LTD.
Contracts & Material Department
3rd Floor, 12, Rana Pratap Marg
Lucknow – 226001 (Uttar Pradesh)

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SECTION - I

NOTICE INVITING TENDER

INVITATION TO BID

POWER GRID CORPORATION OF INDIA LIMITED

(A Govt. of India Enterprise)

TENDER

FOR

_____

_____

_____

(here insert the name of the works)

1. To be submitted by _____ hours _____ on _____ (date) to Contract Services, Power Grid Corporation of India Limited, _____

2. Tenders shall be opened in presence of Tenderers or their authorized representative who may be present, at _____ hours on _____ (date) in the office of :

   Chief Manager/Manager,
   Contract Services,
   Power Grid Corporation of India Ltd.
   _____

   _____

   Issued to M/s _____

   _____

   Signature of Officer issuing the documents _____

   Designation _____

   Date _____

   _____ _____

   Fill name of Contractor
   Date _____

   Signature of Tenderer/
   Authorised agent.

POWER GRID CORPORATION OF INDIA LTD.

NOTICE INVITING TENDER (N.I.T.)

1.0 Tenders are invited on behalf of M/s Power Grid Corporation of India Ltd., _____ for _____

_____

_____

The estimated cost of the subject work is Rs. _____. This estimate is only indicative and Tenderers are to make their own estimates for the purpose of their Tendering.

2.0 The Tendering is open to the Tenderers who are meeting the stipulated qualifying requirements given in the NIT/approved by Power Grid Corporation of India Ltd. for the areas i.e. group of jobs in which subject work lies and financial category in which the above mentioned cost estimate falls.

3.0 The Tender Document comprises of drawings/plans, specification, Bill of Quantities of various components of work(s), General and Special Conditions of Contract, and all other clarifications, additions, deletions, and or modifications made in correspondence by POWERGRID with prospective Bidder's/Tenderers upto the due date and time of Bid Opening.

4.0 Tender documents are available for examination and sale as per details below:

- Specification No. _____
- Documents sale date from _____ to _____ between _____ AM _____ PM.
- Due date and time for submission of Tenders _____
- Tender Opening date and time _____
- Cost of the Tender Documents _____

The Tender Document can be obtained from the address given below on payment of cost [of Tender Documents] by a crossed demand draft payable to Power Grid Corporation of India Ltd., Nagpur, along with Income-tax Clearance Certificate.

Chief Manager (CS)/Manager (CS)
Power Grid Corporation of India Ltd.,
_____

Documents can also be obtained by post. However, POWERGRID shall not be responsible for any postal delay for whatsoever reasons.

5.0 It is imperative for each Tenderer to satisfy himself completely of all local conditions, nature of the ground and its subsoil conditions at the required location(s), the form and the nature of the site. Tenderers if they consider it necessary, have the permission of the Owner to carry out surveys and soil investigations for aforesaid purpose. In addition

the Tenderers are expected to assess any problems relating to the means of access to the site, the accommodation they may require and its availability, besides any other aspects including financial implication affecting on the execution of the work(s) covered under these documents and specifications. A Tenderer shall be deemed to have full knowledge of the site (whether he inspects or not).

6.0 Submission of Tender by a Tenderer implies that he has read this notice and all other Tenders Documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant etc., will be issued to him by the Corporation as well as of local conditions and other factors which may have bearing on the execution of the works.

7.0 a) The Tender shall be submitted in the prescribed format of the enclosed Bill of Quantities furnishing the total prices item wise unit rates, sub-totals area wise, phase wise requirement of Owner issue material, list of deviations/exceptions/variations, if any, and all other details necessary to work out the total cost for purposes of evaluation and Contract execution Payment.

b) In case of item rate Tenders, only rates quoted shall be considered. Any Tender containing percentage below/above the rates quoted is liable to be rejected. In case of lump-sum contract, only quoted amount shall be considered.

8.0 A Tenderer should quote item wise unit rates, sub-totals & total prices in figures as well as in words. The amount against each item should be worked out on the basis of quoted unit rates and the requisite totals given. The amounts in figures shall be so written that any interpolation is not possible. In case of figures, the words 'Rs' should be written before the figure of rupees and the words 'paise' after the decimal figures, e.g. Rs. 2.15 P. In case of words, the words 'Rupees' should 'precede and the paise in words should be written before 'paise' unless the rate is in whole rupees when the rupee amount will be followed by the word only. Fractions of rupee should invariably be upto two places of decimal.

9.0 The Tender shall be accompanied by Earnest Money of Rs. …… in a separate sealed envelope. The earnest money shall be in one of the following alternative forms:

a) Call Deposit receipt duly pledged in favour of POWERGRID or Pay Order or Demand Draft in favour of POWERGRID from any of the Nationalised or Scheduled Banks.

b) Post Office/National Saving/National Defence Certificate duly endorsed in favour of POWERGRID.

c) Irrevocable Bank Guarantee from a Nationalised Bank valid and operative till 30 days after the validity of the tender in the format attached as Annexure-E to the General Condition of Contract.

d) Fixed deposit receipt issued by Nationalised Bank endorsed in favour of POWERGRID.

e) Cheque in favour of POWERGRID duly certified by the Bank "Good for Payment" on which it is drawn.

The tender not accompanied with the Earnest Money mentioned above shall be rejected.

10.0 Time is the essence of Contract. The entire work is scheduled to be completed within _____ Calendar months from the date of issue of the letter of Award. Accordingly, Tenderers are advised to furnish the detailed Network indicating the schedule of completion of (important) key milestone dates and phased completion dates of work(s) so as to achieve the above mentioned end date.

11.0 The Tender for the work(s) shall not be witnessed by Tenderer(s) who himself/themselves has/have Tendered or who may tender for the same works. Failure to observe this condition shall render the Tender of the Contractor Tendering as well as of those witnessing the Tender, liable to rejection.

12.0 Power Grid Corporation of India Ltd. does not bind them selves to accept the lowest or any tender or to give any reasons for their decision.

13.0 A Tenderer shall submit the Tender which satisfies each and every condition laid down in this notice and other parts of this Tender Document, failing which, the Tender will be liable to be rejected.

14.0 Power Grid Corporation of India Ltd. reserve to themselves for the right of accepting the whole or any part of the Tender and Tenderer shall be bound to perform the same at his quoted rates.

15.0 Power Grid Corporation of India Ltd. shall return the earnest money where applicable, to every unsuccessful Tenderer.

16.0 This Notice of Tender shall form a part of the Contract Document.

17.0 Tenders submitted shall remain valid for acceptance for a period of 6 calendar months from the date set for Opening of the Tender. The Tenderer shall not undertake during the said period, without the consent in writing of the Owner, to revoke or cancel his Tender or vary the Tender or any item thereof. In case of the tenderer revoking or canceling his Tender, varying any terms in regard thereof without the consent of the Owner in writing, the tenderer's earnest money furnished along with the Tender shall be forfeited.

For & on behalf of
Power Grid Corporation of India Ltd.,

Signature _____

Designation _____

Date _____

Signature _____

Name & Designation _____
of Tenderer in token of Acceptance of the N.I.T.

SECTION - II

GENERAL TERMS & CONDITIONS OF CONTRACT

INTERPRETAIONS & DEFINITIONS

AND

SCOPE & PERFORMANCE

GENERAL TERMS AND CONDITIONS OF CONTRACT

INTERPRETATION AND DEFINITIONS

1.0 DEFINITIONS

a) 'Owner'/'Corporation' shall mean the Power Grid Corporation of India Ltd., New Delhi, having its registered office at B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi-16 and shall include their legal representatives, successors and permitted assigns.

b) The "Accepting Authority" shall mean the Authority mentioned in Schedule 'A' attached here with.

c) The "Contract" shall mean the Tender Document including the Notice Inviting Tender, the Tender and acceptance there of including these General conditions with appendices, Annexures, Schedules, notes and attachments, Special Conditions, Specifications Designs, Drawings, Bill of Quantities with rates and amounts. All these documents taken together shall be deemed to form one Contract and shall be complementary to one another.

d) i) The "Contractor" shall mean the individual or firm or company whether incorporated or not, who has been assigned the works and shall include legal representatives of such individual or persons composing such firm or unincorporated company or successors of such firm or company, as the case may be and permitted assigns of such individual or firm or company.

ii) "Contractor's Representative" shall mean one of the Contractor's employee who has been authorized with Power of Attorney by the Contractor and deputed at site for execution of work on behalf of the Contractor.

e) The "Contract Sum" shall mean:

i) In case of Lump sum Contracts the sum for which the Tender is accepted

ii) In the case of Item Rate Contracts, the cost of the works arrived at after computation of the quantities shown in Bill of Quantities by the item rates quoted by the Tenderer for the various items.

f) A "Day" shall mean a day of 24 hours from mid-night to midnight irrespective of the number of hours worked in that day.

g) i) "Engineer-in-Charge" shall mean the Engineer(s) appointed by the Corporation or his duly authorised representative who shall direct, supervise and be incharge of the works for purpose of this contract.

ii) Representative of Engineer-in-Charge shall mean Owner's supervisory personnel for day to day supervision and control on

the quality and progress of work in accordance with the instructions of Engineer-in-Charge.

h) "Force majeure" is herein defined as any cause which is beyond the control of the Contractor or the Owner as the case may be which could not be foreseen or with a reasonable amount of diligence could not have been foreseen and which substantially affects the performance of the Contract, (which shall mean) in the nature of :-

i) Act of God such as Natural phenomena, including but not limited to floods. droughts, lightning, earthquakes and epidemics;

ii) Acts of any Government, including but not limited to war (declared or undeclared), priorities, quarantines, embargoes.

Provided either party shall within fifteen (15) days from the occurance of such a cause notify the other in writing of such cause(s).

i) i) "Excepted Risks" are risks due to riots (otherwise than among Contractor's employees) and civil commotion (in so far as both these are uninsurable).

ii) Local commotion of workmen, strike or lockout affecting any of the trades employed on the work provided these have not arisen on account of Contractors failure or his non-compliance with the provisions of applicable Labour Laws/Rates.

iii) Delay on the part of other Contractors or tradesmen engaged by corporation in execution of work not forming a part of the Contract; or

iv) Any other cause which, in the absolute discretion of the authority mentioned in Schedule A, is beyond the Contractor's control over which the Contractor had no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by the Corporation of the part of works for which a certificate of completion has been issued.

j) "Market Rate" shall be the rate as decided by the Engineer-in-Charge on the basis of the cost of materials and labour at the site where the work is to be executed, plus the percentage mentioned in item 3.0(j) of Schedule-A to cover all overheads and profit. (No percentage shall be added for material issued by the Corporation).

k) Schedule(s) referred to in these conditions shall mean the relevant schedulers) annexed to the Tender papers issued by the Corporation or the Standard Schedule of Rates prescribed by the Corporation and the amendments thereto issued from time to time.

l) The "Site" shall mean the lands and/or other places on, under, in or through which the work is to be executed under the Contract including any other lands or places which may be allotted by the Corporation or used for the purposes of the Contract.

m) "Temporary Works" shall mean all temporary works of every kind required for the execution, completion or maintenance of the works within the period stipulated in the Contract.

n) "Urgent Works" shall mean any urgent measures which, in the opinion of the Engineer-in-Charge, become necessary during the progress of the work to avoid any risk of accident or failure or which become necessary for security of the works and are within scope of the Contract.

o) A "week" shall mean seven days without regard to the number of hours worked in any day in that week.

p) The "Works" shall mean the works to be executed in accordance with the Contract or part(s) thereof as the case may be and shall include all extra or additional, altered or substituted works of temporary and urgent works as required for performance of the Contract.

2.0 SINGULAR & PLURAL

Where the context so requires, words importing the singular only also include the plural and vice versa.

3.0 HEADING AND MARGINAL NOTES TO CONDITIONS

Headings and marginal notes to these General Conditions are not deemed to form part thereof nor are to be taken into consideration in the interpretation or construction thereof or of the Contract.

SCOPE AND PERFORMANCE

4.0 SCOPE OF THE WORK

4.1 Scope of the work under this Contract shall be on single source responsibility basis completely covering all the services, works and materials specified under the accompanied Technical Specifications / Bill of Quantities. It will inter-alia include the following:

a) All labour, materials, tools, plants and equipment, loading, unloading, transportation and handling thereof, unless otherwise, specified elsewhere in the Tender documents.

b) Preparatory activities including scaffoldings required to be performed for carrying out the work.

c) All necessary services required for complete installation testing and commissioning in accordance with the relevant drawings/Bill of Quantities meeting the specification requirements.

d) Receipt / storage, preservation and conservation of materials / equipment at site in accordance with the scheme/and provisions approved by Engineer-in-Charge in advance.

e) Any item(s), though not covered in specification / drawings / schedule but are required for reliability and safety and as per good engineering practice shall be deemed to be included in the scope of work unless specifically excluded in the exclusion list.

f) All wastages of material, their carriage/cartage and return of empties.

g) Furnishing of documents and signing of Contract Agreements.

h) Spares if any.

Tenders not covering the above entire scope of work are liable to be treated as incomplete and will accordingly be deleted from further consideration.

5.0 UNDERSTANDING OF DOCUMENTS & SPECIFICATIONS

5.1 The Tenderer is required to carefully examine the Tender Document and fully understand the implications of the conditions and matters which may in any way affect the Works or the cost, quality, or scheduled completion time thereof. If any Tenderer finds discrepancies or omissions in the specifications and documents or is in doubt as to the true meaning of any part, he shall at once request in writing for an interpretation/clarification to the "Owner" in triplicate at the earliest possible date but in any case not later than at least fifteen days prior to the date set for Tender Opening. Any queries received after the above mentioned period are not likely to be dealt with completely before Tender opening and thus the Tenderer runs the risk of his offer dealt with, to his disadvantage. The Owner, then, will issue interpretation and clarifications as he may think relevant/appropriate in writing. Written copies of Owner's response (including an explanation of the query but without identifying its source) will be sent to all prospective bidders which have received the bidding document. After receipt of such interpretations, the Tenderer may submit his Tender but within the time and date as specified in the Invitation to Bid. All such clarifications & interpretations given by the Corporation shall accompany the Bidder's proposal and shall form a part of Contract Document.

6.0 SUBMISSION OF TENDERS

6.1 All the Tenders shall be prepared by typing or printed with indelible black ink in the Bill of Quantities enclosed in duplicate with the Tender Document. Each Tenderer shall submit his Tender one in original together with 2 copies thereof.

7.0 PRICE BASIS

The Tenderer shall quote in their Tender

a) the unit rates for the respective items of Bill of Quantities as envisaged,

b) the total amount of the individual items of Bill of Quantities as well as,

c) the sum total of all such totals of Bill of Quantities for the entire scope of work covered under the Specifications.

7.2 The price quoted shall be on base price plus or minus variation basis unless specified otherwise in the Tender Documents. Tenderer quoting a system of pricing other than that specified above runs the risk of rejection of his Tender.

Tenderer shall quote his bid price in Indian rupees only.

8.0 TAXES, DUTIES & LEVIES

8.1 All custom duties, excise duties, sales tax and other levies payable by the Tenderer in respect of transactions between the Tenderer and his vendors/sub-suppliers for procurement of any material, tools and plants etc., shall be included in the Tender price and no claim on account of any of the above shall be entertained by the Owner. The rates quoted in the Tender in Bill of Quantities shall be inclusive of all such taxes, duties, import duties, toll, octroi, royalty etc.

8.2 Sales tax, local tax and other levies in respect of transaction between the Owner and the Contractor under the Contract, if any, shall not be included in the aforesaid Tender Price but they shall be indicated separately, if applicable, in their offer and the same will be considered for the purpose of evaluation of the Tender and payment to the Contractor shall be admissible to the extent as payable under the law as on the date of actual Tender Opening. Any subsequent variation in the above taxes, duties and levies or new taxes shall be payable/recoverable as the case may be by the Owner on actual basis on production of documentary evidence.

The award of work under this Contract will be on Works Contract basis. The Contractor shall be responsible for payment of any such tax levied on the works contract payable under the existing laws and the same shall be reimbursed by Owner.

8.3 Owner shall make such deductions at source at the appropriate rates, as applicable under the law from time to time.

8.4 Further, sales tax on the turnover in respect of transaction between Contractor and his sub-contractor/vendor etc. shall be liability of Contractor and shall not be reimbursed by Owner.

9.0 INCOME TAX CLEARANCE CERTIFICATE

The Tenderer shall submit three copies of the latest Income-Tax clearance certificate alongwith his Tender. Tenders not accompanied with latest Income Tax Clearance Certificate run the risk of Summary disqualification.

10.0 TRANSFER OF TENDER DOCUMENTS

Transfer of Tender documents purchased by one Tenderer to another is not permissible.

11.0 EFFECT AND VALIDITY OF TENDERS

11.1 The submission of any Tender connected with the document shall constitute an agreement that Tenderer shall not have any cause of action or claim, against the Owner for not accepting his Tender. The Owner shall always be at liberty to reject or accept any Tender or Tenders at his sole discretion. The Tenderers shall have no claim in this regard, whatsoever, against the Owner.

11.2 The Tender shall be kept valid for a period of six(6) calendar months from the date set for opening of bids.

12.0 AWARD OF CONTRACT

12.1 Intimation of Award of Contract shall be made in writing to the successful Tenderer by the Owner.

12.2 The Contract will be awarded to the qualified party whose offer is responsive and evaluated lowest in conformity with the requirement of the Tender document. The Owner shall be the sole authority for acceptance of the offer and its award subject to the provisions of this Tender Document.

12.3 Owner reserves the right to split the Contract in more than one and/or award the Contract in part on the same terms and conditions specified on the accompanying documents.

13.0 EVALUATION AND COMPARISON OF TENDERS

13.1 The Tenders received and accepted shall be evaluated by the Owner to ascertain the lowest evaluated bid in terms of technical and financial aspects of the scope for the complete work covered under the document.

13.2 For the purpose of the evaluation and comparison of bids, the following meanings and definitions will apply:

a) "Bid Price" shall mean the base price quoted by each Bidder in his Tender for complete scope of work.

b) "Differential Price" shall mean the summation of the equalising elements of price while evaluating the bids, for deviations and deficiencies in the offer in reference to the bid document.

c) Evaluated Price shall be the summation of the total price and differential prices.

13.3 Deviations from the bid document in so far as practicable, will be converted to a Rupee value and added to the bid price to compensate for the deviation from the bid documents while evaluating the bids. In determining the Rupee value of the deviations the Owner will use parameters consistent with those specified in the document, and/or other information as necessary, available to the Owner. Contradictions and deficiencies in the offer will, in evaluation, be interpreted to the disadvantage of the Tenderer.

14.0 CONTRACT PERFORMANCE GUARANTEE

14.1 As a security towards satisfactory performance of the Contract, the successful Bidder, to whom the work is awarded, shall be required to furnish a Performance Guarantee from a nationalised bank at Delhi or from place of accepting authority, in the form attached as Annexure-F to the instructions to Tenderer, in favour of the Owner within 15 days from the date of Letter/Notice of award. The guarantee amount shall be equal to ten percent (10) of the Contract Price for the contracts having value up to Rs. 50 Lakhs and Rs. 5 Lakhs + 5% of the amount exceeding Rs. 50 Lakhs for the Contract Price having value above Rs. 50 Lakhs and it shall guarantee the faithful performance of the Contract in accordance with the terms and conditions specified in the documents. The guarantee shall be valid up to (90) days after the end of defect liability period. The guarantee amount shall be encashed by the Owner without any condition whatsoever, in the event of defects or deficiencies which come up during the validity of the guarantee period.

15.0 QUALITY ASSURANCE PROGRAMME

15.1 It is envisaged by the Owner that the contractor(s)/sub-contractor(s) shall adopt appropriate Quality Assurance Programmes designed to generate adequate confidence in the Owner and in them selves so that the work is completed within the cost and time schedule with post execution rejections/modifications of work tending towards zero.

15.1.1 With the above in view, it is also contemplated that Quality Assurance Programme shall be followed by the Contractor(s)/sub-contractor(s) right from design stage to completion of the work in all the stages as per agreed Quality Assurance Programme.

The bidder shall furnish the details of their Quality Assurance Programme having been followed by them for similar works as well as the draft Quality Plan which he proposes to adopt for this work along with the bid. However, the detailed Quality Assurance Programme for the Contract shall be mutually agreed and finalised with the successful tenderer during the pre award discussions. Post bid agreed Quality Assurance Programme, prior to award of the work will form a part of the Contract.

15.2 A Quality Assurance Programme of Contractor shall generally cover but is not restricted to the following :

a) Organisation structure for the management and procedure for implementation of the Quality Assurance Programme.

b) Documentation to be maintained should clearly indicate details- of routine and periodical inspections and test reports including reporting frequencies, procedure, feedback data and any compliance required by Engineer-in-Charge or his representative.

c) Procedure for procurement of various materials and procedure for source inspection leading source qualification as of acceptable standard.

d) System for site test and controls including production/fabrication and process controls at specified/predetermined stages.

e) Procedures for dealing with items not fulfilling required levels of acceptance and procedure for their corrective actions and retesting of such corrected/modified items including their reporting to higher executive levels and for according fresh approvals on modified/corrected work.

f) Inspection and test procedure for site, activities including list of minimum testing facilities to be created at site by the Contractor as per complete list of testing facilities required as Annexure ___ to this document:

g) Procedure of review and appraisal of inspection status/test results and compliance reports thereon, where so required.

h) Systems for maintenance of records and submission of relevant copies/originals to Engineer-in-Charge as required.

i) System for handling, storage and delivery of equipment and construction materials for use on works under the Contract.

j) A quality plan (QP) details out quality test/checks for all materials, the process inspection, final inspection and testing envisaged during the execution of the Contract.

The QP should also indicate briefly the test procedure frequency of various tests, applicable code/standard, tolerance limits/acceptance levels etc. for all type of works and for all stages of processing, under the scope of this Contract. These shall include but not be limited to the following :

i) All materials to be supplied and/or used on works under the Contract.

ii) In process inspection stages specifically covering the areas of soil testing, pre-foundation stage, tests during laying of foundations and on its completions, including super structure and all other finishing items.

15.2.1 Quality Assurance Programme including the inspection quality plans shall be mutually discussed and finalised with the successful Contractor. On such finalised document, Owner will indicate the customer inspection points/stages beyond which work shall not proceed without the Owner's consent.

15.3 Quality Assurance Documents

15.3.1 The Contractor shall submit the following Quality Assurance Documents at prescribed stages during stage checks and/or completion of final inspection.

i) Record of the inspection and various tests with checks and verifications of all customer inspection points, approved sketches, if used, as well as final inspection and test reports and records.

ii) Where it is to be done :

a) Welder identification list, indicating the welding and Welding Operator's qualification procedure and Welding identification symbol and weld repair procedure actually used during fabrication etc.

b) Welding and Welder's qualification certificates.

iii) Material and Welder's qualification certificates.

iv) All inspection and test procedures Non destructive (ND) and other examinations, procedure, stress temperature charts add other repair procedures actually adopted during fabrication.

v) All deviations / rectifications formats and reports used to remove/make good deficiencies in respect of various non-conformities observed and recorded during execution.

vi) The Owner or his authorised representative reserves the right to carryout quality audit and quality surveillance of the systems and procedures of the Contractor / sub-Contractors quality management system at "prior to", during and post execution stages of the works.

16.0 INSURANCE

Tender price shall include all the costs to be incurred for fulfilling all the insurance requirements and costs under the Contract Clause 47 and its various sub-clauses of this GCC is relevant.

17.0 DOCUMENTS CHECK LIST

17.1 Tenderers are requested to ensure that all the schedules listed in the Tender Document are carefully filled in and included in the check list enclosed herewith. Any other data or information relating to the Tender which are not covered in the Tender Document shall also be furnished as a separate annexure to the Tender and shall be added in the check list of the Offer.
The above shall not however, relieve the Tenderers from the responsibility of submitting a complete Tender in all respects.

18.0 TIME THE ESSENCE OF CONTRACT

18.1 The time and the date(s) of completion of each agreed milestone(s) as stipulated in Contractor's Tenders and accepted by the Owner without or with modification, if any, and so incorporated in the Letter of Award shall be deemed to be the essence of Contract. The Contractor shall organise the resources and mobilise so as to commence the execution of work within (15) days from the date of Letter of Award unless agreed and specified earlier. The work shall be performed in time and to achieve the schedule of targets/key milestone dates, the Contractor shall have to plan and adequately mobilise all the resources (Equipment and manpower) to the satisfaction of the Engineer-in-Charge. This however, does not imply that the Contractor shall be handed over all fronts and given clearances for the complete work. Handing over of fronts and clearances shall be in stages and in sequencial requirements to meet the milestone wise completion schedule. The Tenderer shall submit a master Network in line with the time schedule indicated in work schedule of the documents. The network shall clearly indicate major key events in areas like Tenderer's site mobilisation, including all excavation requirements for soil/soft hard rock, dewatering where required, earthwork, piling where required concreting, foundation, superstructure etc. The Tenderer shall also furnish a work plan along with his Tender for the execution of work as envisaged by him along with the methodology of Construction, details of major equipment, tools and plants required, their present deployment and the equipment, tools and plants proposed to be brought from other works/newly purchased and the period by which equipment will be available at the site of work, the proposed deployment of manpower etc. The Tenderer shall submit a detailed time schedule of all activities giving sequence of principal activities pertaining to the complete work covered under the Contract. A detailed network of all activities pertaining to the works for completion of the work within the schedule completion period shall be discussed and mutually agreed with the successful bidder at the post bid and pre award discussion. Such agreed network shall form a part of the Contract and all the Contractor's activities shall be performed strictly in accordance with such agreed Network. The Engineer-in-Charge shall in consultation with the Contractor, however, have the right to review the progress and modify the work schedule suiting the site conditions or any other requirement. In the event of any disagreement on the work schedule the decision of Engineer-in-Charge shall be final and binding on the Contractor.

19.0 INSPECTION OF SITE

19.1 As brought out in the 'Notice Inviting Tenders' stipulations, the Contractor shall inspect and examine the Site and shall satisfy himself about the nature of the ground and subsoil (so far as is practicable), the form and nature of the Site, the quantities and nature of work and material necessary for the completion of the Works and the means of access to the Site, to & fro approach to the site, the accommodation he may require, risks, contingencies and other circumstances which may influence or affect his Tender. No extra charges consequent on any inadequacies of investigations or misinformation or otherwise shall be allowed.

20.0 SUFFICIENCY OF TENDER

20.1 The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of the Tender for the works and of the rates and prices quoted in the Bill of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

21.0 DISCREPANCIES AND ADJUSTMENT OF ERRORS

21.1 The Tender document forming the Contract are to be taken as mutually explanatory of one another, detailed drawing being followed in preference to scale measurements and Special Conditions in preference to General Conditions.

21.2 In the case of discrepancy between Bill of Quantities, Specifications and/or the Drawings, the following order of preference shall be observed.

a) Description in Bill of Quantities.

b) Particular specification and Special Conditions, if any.

c) Approved Drawings cleared for Construction.

d) N.I.T. Provisions, specifications and General Conditions of Contract.

21.3 If there are varying or conflicting provisions in anyone of the document forming apart of the Contract, the Engineer-in-Charge shall be the deciding authority with regard to the intention of interpretation of such discrepancies.

21.4 Any error in description, quantity or unit in 'Bill of Quantities or any omission therefrom shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the Contract. Any financial implications payable or recoverable arising from the above are to be settled under provisions of the Contract.

21.5 If on check there are found to be differences between the rates given by the Contractor in words and figures or in the amount worked out by him in the Bill of Quantities and General summary, the same shall be adjusted in accordance with the following rules :

a) In the event of a discrepancy between description in words and figures quoted by a Tenderer, the description in words shall prevail.

b) In the event of an error occuring in the amount column of Bill of Quantities as a result of wrong extension of the unit rate and/or quantity, the unit rate shall be regarded as firm and extension shall be amended on the basis of the rate.

c) All errors in totalling the amount column and in carrying forward totals shall be corrected.

d) The total of various sections of Bill of Quantities amended shall be carried over to the General Summary and the Tenderer sum amended accordingly. The Tenderer sum so altered shall for the purpose of Tender, be substituted for the sum of originally Tendered and considered for acceptance. Any rounding off of Quantities or in sections of Bill of Quantities or in General Summary, by the Tenderer, shall be ignored.

e) In case of lumpsum Contracts based on Bill of Quantities (quantities not shown as provisions), should any error in quantities or any omissions of items be discovered, the cumulative effect of which varies the Contract Sum by more than 5% or Rs. 20,000/- whichever is less, then the errors shall be rectified and the rectification dealt with as for deviations/variations under conditions 21.1 & 21.2 thereof and the value thereof shall be added or deducted from the Contract Sum, as the case may be provided that there shall be no rectification of any errors, omissions, or wrong estimates in the prices inserted by the Contractor in the Bills of Quantities.

22.0 DEVIATIONS/VARIATIONS EXTENT & PRICING

22.1 The Engineer-in-Charge shall have power (i) to make alteration in.-omissions from additions to, or substitutions in the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the 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 to him in writing by the Engineer-in-charge and such alterations, omissions, additions or substitution shall form a part of the Contract and any altered, additional or substituted work which the Contractor may be directed to do in the manner above specified as part of the Works, shall be carried out by the Contractor on the same conditions in all respects including price on which he agreed to do the main work. Any alterations, ommissions additions or substitutions which radically change the original nature of the Contract shall be ordered by the Engineer-in-Charge as a deviation and in the event of any deviation being ordered which in the opinion of the Contractor changes the original nature of the Contract, he shall nevertheless carry it out and the disagreement, if any, so to the nature of work and the rate to be paid therefore shall be resolved in accordance with Clause 69 'Arbitration & Laws'.

22.2 The time for completion of the Works shall, in the event of any deviations resulting in additional cost over the Contract Sum being ordered, be executed as follows if requested by the Contractor.

a) In the proportion which the additional cost of the altered, additional or substituted work bears to the original Contract Sum; plus.

b) 25% of the time calculated in (a) above or such further additional time as may be considered reasonable by the Engineer-in-charge.

Rates for such additional, altered or substituted work shall be determined by the Engineer-in-Charge as follows:

i) If the rate for additional altered or substituted item of work is specified in the Bill of Quantities, the Contractor shall carry out the additional, altered or substituted item at the same rate. In the case of Composite Tenders, where two or more Bills of Quantities may form part of the Contract, the applicable rate shall be taken from the Bill of Quantities of that particular part in which the deviation is involved failing that at the lowest applicable rate for the same item of work in the other Bill of Quantities of the same Contract.

ii) If the rate for any altered, additional or substituted item of work is not specified in the Bill of Quantities, the rate for that item shall be derived from the rate for the nearest similar item specified therein. In case of Composite Tenders where two or more Bill of Quantities form a part of the Contract, the rate shall be derived from the nearest similar item in the Bill of Quantities of the particular part of works in which the deviation is involved failing that from the lowest of the nearest similar items in other Bill of Quantities in the Contract.

iii) If the rate for any additional, altered or substituted item of work cannot be determined in the manner specified in sub paras (i) and (ii) above, then such item of work shall be carried out at the rate entered in the Schedule of Rates mentioned in Schedule 'A' item no. 22(iii) plus/minus the percentage by which the Tendered amount of the Works actually awarded is higher or lower than the estimated amount of the Works actually awarded.

iv) If the rate for any altered, additional or substituted item of work cannot be determined in the manner specified in sub-paras (i) to (iii) above, then the rate for such item of work shall be derived from the Schedule of Rates specified in sub-para (iii) above plus/minus the percentage mentioned in that sub-paras, provided always that lf rate(s) for part(s) of an item(s) is/are not specified in the Schedule of Rates the rate (s) for on the basis of the purchase price as supported by the vouchers unless the Engineer-in-charge finds the purchase price unreasonable, in the latter event the price shall be determined on the basis of market rate(s) prevailing during the fortnight following the date of the order. (Market rate as defined in clause 3(j) shall be applicable).

v) If the rate for any altered, additional or substituted item of work cannot be determined in the manner specified in sub-paras (i) to (iv) above, the Contractor shall within 14 days of the date of receipt of the order to carry out the said work, inform the Engineer-in-charge under advice to the Accepting Authority of the rate which he proposes to claim for such item of work, supported by analysis of the rate claimed, and the Engineer-in-Charge shall, within three months thereafter giving due consideration to the rate claimed by the Contractor, determine the rate on the basis of market rate(s). In the event of the Contractor failing to inform the Engineer-in-Charge with the stipulated period of time, the rate which he

proposes to claim, the rate for such item shall be determined by the Engineer-in-Charge on the basis of market rate(s).

vi) (A) Except in case of items of work below ground surface, as it exists at the time of commencement of work (See (B) below), quantities of which may change due to site Conditions, provisions contained in sub-conditions (i) to (v) above shall not apply to :

a) that value of any Contract items, Substituted item or Contract-cum-Substituted item is in excess of the original value of the item plus the percentage mentioned in Schedule 'A', item no. 22(vi) A (Applicable to Lump sum Contracts, Measurement Contracts based on item rates and Percentage Rate Contracts).

b) that value of deviations ordered on any individual trade item included in the contract as is in excess of the percentage mentioned in Schedule 'A', item No. 22(vi)A (Applicable to Lump-sum-Contracts only).

c) the value of all items not already included in the Contract, as is in excess of the percentage mentioned in Schedule 'A' of the Contract.

(B) In case of items of work below ground surface as it exists at the time of commencement of work, quantities of which may change due to site conditions, provisions contained in sub-conditions (i) to (v) above shall not apply to :

a) items of, any individual trade which exceed by more than the percentage mentioned in Schedule A item no. 22(vi) B of the value of that trade included in the Contract as a whole unless the Contractor and the Engineer-in-Charge agree to a higher percentage for any particular item.

b) the value of any item not included in the Contract in excess of 5% of the Contract Sum whichever is higher.

NOTE: Individual trade means sub-heads into which the Bill of Quantities as provided in the Contract has been divided and in the absence of any such provision in the Contract, the sub-heads as given in the Schedule of Rates will be applicable.

22.3 In the case of Contract items, Substituted items, Contract-cum-Substituted items, or additional items which exceed the limits laid down in sub-para (vi) of Condition 22.2 above, the Contractor may, within fourteen days of receipt of order or occurrence of the excess claim revision of the rates, supported by proper analysis, for the work in excess of the above-mentioned limits provided that if the rates so claimed are in excess of the rates specified in the Bill of Quantities or of those derived in accordance with the provisions of sub-para (i) to (iv) of Condition 22.2 by more than five per cent, inform the Engineer-in-Charge under advice to the Accepting Authority and the Engineer-in-charge shall, with three months of receipt of the claim supported by the analysis, after giving due consideration to the analysis of the rates submitted by the Contractor, determine the rates on the basis of market rates and if the rates so determined exceed the

rates specified in the Bill of Quantities or those derived in accordance with the provisions of the sub-paras (i) to (iv) condition 22.2 by more than five percent, the Contractor shall be paid in accordance with the rates so Determined. Rates within the stipulated period, or if the rates determined by the Engineer-in-charge within a period of three months of receipt of the claim supported by analysis are within five percent of the rates specified in the Bill of Quantities of those determined in accordance with the provisions of sub-paras (i) to (iv) of condition 22.2, the Engineer-in-Charge shall make payment at the rates as specified in the Bill of Quantities or those already determined under sub-paras (i) to (iv) condition 22.2 for the quantities in excess of the limits laid down in sub-para (vi) of Condition 22.2.

22.4 The provisions of the preceding paragraph shall also apply to the decrease in the rates of items, for the work in excess of the limits laid down in sub-para (vi) of Condition 22.2 provided that such decrease is more than five percent of rates specified in the Bill of Quantities or of those derived in accordance with the provisions or sub-paras (i) to (iv) of condition 22.2 and the Engineer-in-Charge may after giving notice to the Contractor within two months of receipt of order by the Contractor or occurrence of the excess and after taking into consideration any reply received from him within fourteen days of receipt of the notice, revise the rates for the work in question within two months of expiry of the said period of 14 days having regard to the market rates.

23.0 SUSPENSION OF WORKS

23.1 a) The Contractor shall, on receipt of the order-regarding suspension of work in writing of the Engineer-in-Charge, suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary for any of the following reasons :

i) On account of any default on part of the Contractor; or

ii) for improper execution of the works or part thereof for reasons other than the default of the Contractor; or

iii) for safety of the works or part thereof. The Contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carryout the instructions given on that behalf by the Engineer-in-Charge.

b) If the suspension is ordered for reasons (ii) and (iii) in sub-para (a).

i) The Contractor shall be entitled to an extension of the time equal to the period of every such suspension plus 25% of such suspended period.

ii) If the total period of ail such suspension exceeds thirty days, the Contractor shall, in addition, be entitled to compensation, in respect of salaries and/or wages paid by the Contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto the percentage mentioned in Schedule A item no. 23(b)(ii) to cover indirect expenses of the Contractor, provided the Contractor submits his claim supported by details to the Engineer-in-Charge under advice to the Accepting Authority within 14 days of the expiry of the period of 30 days.

c) If the works or part thereof is suspended on the orders of the Engineer-in-charge for more than three months at a time, except when suspension is ordered for reason, (i) in sub-para (b) above, the Contractor may after receipt of such order serve a written notice on the Engineer-in-charge under advice to the Accepting Authority requiring permission within fifteen days from receipt by the Engineer-in-charge of the said notice, to proceed with the works or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the Contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by the Condition 22 or where it affects the whole of the works, as an abandonment of the works by the Corporation shall within 10 days of expiry of such period of 15 days give notice in writing of his intention and future course of action to Engineer-in-Charge under advice to the Accepting Authority. In the event of the Contractor treating the suspension as an abandonment of the Contract by Corporation, he shall have no claim to payment. If any compensation on account of any profit or advantage which he may have derived from the execution of the work in full but which he could not derive in consequence of the abandonment, he shall, however, be entitled to compensation, as the Accepting Authority may consider reasonable, in respect of salaries and/or wages paid by him to his employees and labour at Site, remaining idle in consequences thereof and of materials collected which could not be utilised on the works, any major equipment, remaining idle resulting from such suspension adding to the total thereof the percentage mentioned in Schedule A item no. 23(c) to cover indirect expenses of the Contractor, provided the Contractor submits his claim supported by the details to the Engineer-in-Charge under advice to the Accepting Authority within 28 days of the expiry of the period of 3 months.

24.0 EXTENSION FOR DELAY

24.1 If the work is delayed by :

i) Force Majeure and or

ii) Excepted risks, as defined in para (h) and (i) of Clause 3.0 (Definitions) then upon the happening of any of aforesaid events, causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer-in-charge but shall nevertheless make constantly his best endevours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge for proceeding with the works.

24.2 Request for extension of time, on grounds to be eligible for consideration of extension, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay. The Contractor may, also, if practicable, indicate in such a request the period for which extension is desired.

24.3 In any such case the Authority mentioned in Schedule-A may give a fair and reasonable extension of time for completion of the work. Such extension shall be communicated to the Contractor by the Engineer-in-charge in writing, latest within one month of the date of receipt of such request and required clarifications, if any, by the Engineer-in-Charge.

25.0 TOOLS, PLANTS & EQUIPMENT

The Contractor shall arrange at his own expense all tools, plant and equipment (hereinafter referred to as T&P) required for execution of the work, except the item listed in Schedule 'C' which may be provided to him on hire (to the extent these are available and can be spared by Corporation) by the Corporation at rates for hire charges of plant and equipment as may be decided by the Engineer-in-Charge. The Contractors shall indicate the name of T&P and the period for which these are required alongwith his Tender and shall submit requisitions for the same minimum six weeks in advance of actual requirement of each plant/equipment.

25.1 For other T&P not indicated by the Tenderer in his Tender but as may be required by the Contractor during the execution of work, may also be provided by the Corporation to the extent such item(s) is/are available, on hire at the rate fixed by the Engineer-in-charge.

25.2 The period of hire shall be reckoned from the commencement of the day of issue upto the end of the day of return (including all holidays) irrespective of the actual hour of issue and return. The Contractor will be exempted from levy of any charges for the number of days he is called upon in writing by the Engineer-in-charge to suspend execution of the work, provided Corporation's T&P in question has, actually, remained idle with the Contractor because of the suspension, provided the Contractor, in case the period of suspension exceeds 11 (eleven) days, return Corporation's T&P to the place from where it was issued.

25.3 The hire charges shall be reckoned as under:

a) from the time, the equipment leaves the workshop/ equipment yard of corporation where it is parked,

b) the first eight working hours (excluding a break of one hour) constitute (one) working day.

c) every working hour or part thereof in excess of 8 working hours, at the rate of 1/8th of the hire charges for a working day; provided however if the Corporation has paid more than at the rate of 1/8th the wages of the crew for overtime under the Minimum Wages Act or any other law for the time being in force, the excess over 1/8th of the wages shall also be charged to the Contractor.

In case the equipment while in use with the Contractors has to be withdrawn for use on any other work, the period so affected shall not be liable to hire charges of the Contractor.

25.4 If at any time Corporation's T&P has not worked at all during a day or has worked for less than eight hours during a day, the Contractor shall be charged for one working day.

25.5 If any item of Corporations T&P has stopped working on account of a breakdown before it has worked for four hours in a day, the Contractor will be charged for half a working day. If the item has stopped working after it has worked for more than four hours but less than eight hours, the Contractor will be charged for a full working day.

25.6 The hire charges shown in the Schedule cover financing cost, charges of crew, depreciation, stores for maintenance and cleaning purposes and fuel needed to start a machine at the time of issue. All other charges such as cost of fuel for running a machine, engine oil, kerosene oil, etc., for working corporation's T&P, and all unskilled labour and water required for servicing/wash out shall be borne by the Contractor. The Contractor shall permit the Engineer-in-Charge to carry out periodical maintenance of Corporation's T&P in accordance with the provision therefore in the aforesaid Schedule, and there will be no deduction in hire charges for the period spent on such maintenance.

However, the Contractor shall be allowed to return the tools and plants (issued by the Corporation) for purposes of repairs and for the duration of such repairs no hire charges shall be levied.

25.7 The Contractor shall be responsible for care and custody of Corporation's T&P (including employment of chowkidars) during the period Corporation's T&P remain with him and any damage (fair wear and tear excepted) to any of the equipment (except for Excepted Risks provided always the Contractor has taken precautions necessary to protect it from such risks) shall be made good by the Contractor's at his expense to the satisfaction of the Engineer-in-Charge unless such damage is caused because of negligence of crew provided by the Corporation.

25.8 The Corporation gives no guarantee in respect of output of its T&P hired to the Contractor and no reduction in rates or any compensation shall be allowed on the ground that out turn or performance of Corporation's T&P was not to the Contractor's expectation. The Contractor is expected to satisfy himself of the condition of the T&P (equipment) prior to his taking delivery.

25.9 Corporations T&P hired to the Contractor shall be returned at the place of issue (unless otherwise directed) by the Contractor to the Engineer-in-Charge on completion of the work or section of the work or earlier on termination of the hire by the Corporation as hereinafter provided on a written notice by the Engineer-in-Charge. The Corporation shall be entitled to terminate the hire on two days notice without assigning any reason whatsoever and the Contractor shall have no claim to any payment of compensation or otherwise whatsoever on account of termination of hire of Corporation's T&P by the Corporation.

25.10 A log book for recording hour during which every item of Corporation's T&P issued to the Corporation has worked each day shall be maintained by the member of the crew incharge thereof or any representative of the Engineer-in-Charge appointed on that behalf and shall be daily signed as token of acceptance of the entries by the Contractor or his authorised representative. Incase the Contractor contests correctness of any entry and/or fails to sign the log book the decision of the Engineer-in-Charge shall be final and binding on him. Hire charges shall be calculated in accordance with the entries in the Log Book.

25.11 The hire charges payable by the Contractor shall be recovered from time to time regularly.

26.0 MATERIALS

26.1 The Contractor shall at his own expense, provide all materials required for the works other than those which are to be supplied by the Corporation.

26.2 All materials to be provided by the Contractor shall be in conformity with the specifications laid down in the Contract and the Contractor shall, if requested by the Engineer-in-Charge, furnish proof to the satisfaction of Engineer-in-Charge that the materials so comply as well as provide samples for approval of the Engineer-in-Charge prior to supplies or their use in the works, (approved samples are to be maintained/preserved by the Contractor carefully during progress of works).

26.3 Accordingly, the Contractor shall, at his own expense and without delay, supply to the Engineer-in-charge samples of all the materials to be used in the works. The Engineer-in-charge shall within seven days of supply of samples or within such further period as he may require and intimate to the Contractor in writing whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-in-charge for his approval fresh samples complying with the specifications laid down in the Contract.

26.4 The Engineer-in-Charge shall have full powers to order removal of any or all of the materials brought to site by the Contractor which are not in accordance with the contract specifications or do not conform in character or quality to samples approved by him. In case of default on the part of the Contractor in removing rejected materials the Engineer-in-Charge shall be at liberty to have them removed by other means. The Engineer-in-charge shall have full powers to procure proper materials from other sources to be substituted for rejected materials and in the event of the Contractor refusing to comply, he may cause the same to be used in the works provided that all costs, which may attend upon such removal and/or substitution shall be borne by the Contractor, of which, the Engineer-in- Charge shall keep the Contractor informed at every stage.

26.5 Patents & Royalties

The Contractor shall indemnify the Corporation, its representatives or employee of the Corporation against any action, claim or proceedings relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties or other charges which may be payable in respect of any article or material or part thereof included in the Contract. In the event of any claim being made or action being brought against the Corporation or any agent, servant or employee of the Corporation in respect of any such matters as aforesaid, the Contractor shall immediately be notified thereof. Provided that such indemnity shall not apply when such infringement has taken place in complying with the specific directions issued by the Corporation; but the Contractor shall pay any royalties or other charges, payable in respect of any such use, the amount so paid being reimbursed to the Contractor only if the use was the result of any drawings and/or specifications issued after submission of the Tender.

26.6 As brought in clause 8.0 and subject to as herein after provided all charges on account of Octroi, terminal or sales tax and other duties on materials obtained for the works from any source (excluding materials supplied by the Corporation) shall be borne by the Contractor.

26.7 The Engineer-in-Charge shall be entitled to have tests carried out as specified in the Contract for any materials supplied by the Contractor other than those for which, as stated above, satisfactory proof has already been furnished, at the

cost of the Contractor and Contractor shall provide at his expense all facilities which she Engineer-in-charge may require for the purpose. If no tests are specified in the Contract and such tests are required by the Engineer-in-Charge, the Contractor shall provide all facilities required for the purpose and the charges for these tests shall be borne by the Contractor only if the tests disclose that the said materials are not in accordance with the provision of the Contract. The cost of materials consumed in tests shall be borne by the Contractor in all cases except when otherwise provided.

26.8 In addition the Contractor shall perform/submit at his own cost such tests/samples as may be required by the Engineer-in-charge out of the materials issued by the Corporation, except for the costs of materials used in such tests/samples.

27.0 OWNER SUPPLIED MATERIALS

27.1 Scope of Owner Supplied Materials

a) Only Cement (Portland, Puzzolona and Slag), Structural steel and Reinforcement steel, Mild steel bars as well as High yield strength cold deformed bars hereinafter referred to as 'Tor Steel' (unless specified otherwise elsewhere, in the specification/ documents) will be provided by the Owner at its project site store, free of cost to the Contractor for incorporating in the Works under the subject specifications. Further responsibility for transportation, stocking, preservation, accounting etc. shall be that of the Contractor. The reinforcement steel shall be provided in sizes/ lengths as are available in stock or as received from the manufacturers. Generally puzzolona cement (PPC) shall be supplied but for specific purposes as covered in the Technical Specifications ordinary Portland cement (OPC) will be arranged by the Owner.

b) The Owner issue material (i.e. Reinforcement Steel and Cement) shall include only such works which are to be performed by the Contractor in terms of the Contract and which works shall become the property of the Owner in terms of the Contract. The Owner issue material shall not cover any other requirement of the Contractor and/or assignee/ nominee such as residential and/or office accommodation etc. of the Contractor, but would include unmeasurable and not payable works like alignment/level pillars required to be provided at works location for completing BOQ items of Contract and these requirements are deemed to have been covered under permissible wastages.

c) All other materials except those mentioned at (a) & (b) above shall be arranged by the Contractor including any special cement, structural steel, etc.

d) The Contractor shall be obliged to incorporate only the Owner supplied Cement and Reinforcement Steel (as per Cl. 27.1 (a) above) in the works unless otherwise agreed to by the Owner specifically.

e) The Bid Price of the Tenderer shall not take into account the cost of Owner supplied materials as identified at 27.1 (a) above.

f) The Bidder shall indicate in the relevant schedule specified as a part of his bid, his month-wise requirements of the Owner supplied materials, with all relevant details. These quantities shall be inclusive of all

accountable wastages and no materials beyond these quantities shall be issued free to the Contractor. However, bidder shall indicate separately both for cement and reinforcement steel the accountable wastage (by percentage) which has been considered by the bidder while quoting the quantities for the same. Any change in the schedule of such requirements (without change in the total quantity) shall be communicated to the Owner at least two quarters (i.e. six months) in advance, alongwith necessary justification for the same. In case, however, Tenderer does not indicate in his bid the requirements of Owner issue materials viz. Cement & reinforcement steel as well as accountable wastage of Owner issued material as included in his rates/offer, the under noted provisions shall be applicable for permissible wastages on the consumption of Quantities approved by Engineer-in-Charge. The allowable accountable wastages on different materials are :

(i) Cement : 3% of theoritical estimated quantity of cement to be used in work.

(ii) Reinforcement Steel : 5% of theoritical estimated quantity based on design drawings.

(iii) Structural (Rolled Section) : As stipulated in Technical Steel Specifications.

(iv) Plate Section : As stipulated in Technical Specifications.

(v) Cut pieces of reinforcement rods of length 3.0 metres and above may be accepted back by the Engineer-in-Charge and credit given for the material returned.

g) With each requisition for issue of Owner supplied material, the Contractor shall indicate the following details to the Owner.

i) Total quantity required as per the Contract.

ii) Cumulative Quantity issued prior to the subject indent / requisition

iii) Available stock with the Contractor.

h) Quantity required under the subject requisition together with the details and programme of work for which required.

27.2 If the wastages specified by Tenderers is more than that specified in Clause 27.1 (f) above then the Tenderers shall be evaluated as per rates indicated in Special Condition of Contract.

27.3 Procedure for Owner Supplied Materials, Accounting Stocking and Reconciliation

a) for the purpose of quantity, accounting of materials, weights of cement bags and steel sections and classification of wastage/scrap in various categories, the provisions of succeeding clause (b) shall be applicable. The Owner, however, may at his discretion issue the Materials on the basis of actual weightment also.

b) for the issue of 'Owner issue Materials', the following procedure shall apply.

1) Cement

For works requiring use of cement by weights as stipulated in Contract or as per approved design, Cement will be issued on weight basis. To arrive at average weight for each consignment, 10% sample weighment of cement bags at the time of issue from the stores shall be done on platform weighing machines. In case full truck load is not possible for weighment, half the sample bags might be selected by the Contractor and the other half by POWERGRID. The average weight of sample bags so arrived at shall be applicable to the whole consignment including sample bags and shall be deemed to have net weight of 50 Kg. cement per bag, when the average weight is between 48.5 and 51.5 Kg. including both limits. In case the average weight of the samples weighed is less than 48.5Kg. or more than 51.5 Kg. the bags will be deemed to have an average weight for the full consignment (including sample bags) as per table given below :

Average Sample Weight of bags	Range in Kg.	Average wt. Per bag	Issue Total wt. (200 bag lot)
48.9 Kg. say	48.5 to 51.5 Kg.	50 Kg.	10,000 Kg.
48.2 Kg.	Less than 48.5 Kg.	49.7 Kg.*	9,940 Kg.
*(48.5-48.2=0.3) (50.0-0.3=49.7)			
Average Sample Weight of bags	Range in Kg.	Average wt. Per bag	Issue Total wt. (200 bag lot)
51.8 Kg.	More than 51.5 Kg.	50.3 Kg.*	10,060 Kg.
	Total		30,000 Kg.
	Say in 600 bags sample weights		
*(51.8-51.5=0.3) (50.0+0.3=50.3)			

2) Issue of Reinforcement Steel

Reinforcement steel shall be issued to the Contractor from the project stores on the basis of construction drgs./approved bar bending schedules allowing for wastage as per provisions in the subsequent paragraphs.

The decision of the Engineer-in-Charge regarding the work programme and the Quantity of Owner supplied materials to be issued to the Contractor shall be final.

The reinforcement steel shall be supplied to the Contractor on the basis of weight, such weights being calculated on the following basis.

i) All issues of reinforcement steel above 12 mm dia, shall be made on the basis of 'Sectional Weight' as per ISI Standards.

ii) All issues of reinforcement steel upto and including 12 mm dia (in coils or straight length) shall be made in terms of actual weighment done.

iii) The actual weighment shall be done on weighing bridge or other weighing equipment available at the project site or in the event of non-availability of weighing equipment on basis of random lengths/bundle weights as decided by the Engineer-in-Charge for the Contract and jointly recorded properly in a register on day to day basis or each indent basis.

The reinforcement steel shall be issued to the Contractor in such diameters and lengths which are presently rolled in the country or as available in project stores.

c) The max. quantity of Owner supplied Material that could be with the Contractor (excluding what has already been incorporated in the works) at any point of time will be limited to the following :

	Basis	**Quantity**
Cement	Requirement of one month	To be indicated by the Bidder and to be agreed to by the Engineer-in-Charge
Reinforcement steel	Requirement of two (2) consecutive months	-do-

d) The Contractor shall be solely responsible for the safety, quality and quantity of the material after it is issued by the Owner.

e) All wastages (cut pieces & scrap) as well as the unused surplus materials including sweep cement shall be promptly returned by the Contractor to the Owner at the Owner's project stores/stockyard and a receipt obtained for material accounting purposes. No compensation shall be payable by the Owner to the Contractor for returning these materials. Any financial effect due to these is deemed to have been covered in the Tender rates for various items.

f) Owner supplied materials, shall not under any circumstances whatsoever, shall be taken to places other than works locations or approved storages.

g) The cement shall be stored by the-Contractor in suitable covered lockable stores well protected from climatic and atmospheric effects, which shall be locked jointly by the Contractor and the Owner. Each time there is a change in the stock due to issue for

consumption, the same shall be jointly signed by the authorised representatives of the Owner and the Contractor in the register maintained for the purpose by the Owner.

h) The Engineer-in-Charge may refuse issue of cement, if the storage space for the same as available with the Contractor are not well covered and protected to ensure safety and quality of the material.

i) The Owner may depute its authorised officer or a team of officers to visit the Contractor's godowns and check the stocks for quality and quantity, method of stacking etc.

j) The Owner supplied materials accounts shall be reconciled every three months and the outcome of such reconciliation shall be jointly signed by the authorised representatives of the Owner and the Contractor. The proforma for such Owner issued materials account reconciliation shall be as per Annexure 'P'.

k) The reference drawings for material consumption to be used for the purpose of reconciliation shall be drawings as released by the Engineer-in-Charge or in absence of approved drawings, quantities as approved by Engineer-in-charge.

l) If as a result of three monthly reconciliation, mentioned at (j) above, it is found that actual consumption (including all wastages/scrap etc.) exceeds the consumption envisaged as per 'k' above, the cost of such materials shall be recovered at penal rates identified in the succeeding Clause 27.4.

27.4 Recovery of the cost of Owner supplied materials in excess of quantities permissible in the contract as per ‘k' above

a) In case of consumption by the Contractor over the quantities as per Clause 27.3 'k' above. The same shall be recovered from the Contractor's running bills or otherwise at rates specified below:

Cement: Upto 10% quantity above "Contract fixed up Quantities" @ 25% extra above the rates for ordinary cement rate prevailing in the Market at the time of issue and for quantities in excess of 10% @100% extra above the levy cement rate prevailing in the Market at time of issue.

Reinforcement Steel: Tor steel and M.S. steel recovery rate for quantity upto 10% above @25% over the J.P.C. rates and for quantities in excess of 10% the recovery rate shall be 100% extra over JPC rates prevailing on the date of issue.

b) If as a result of three monthly reconciliations referred at Clause (j) above, any material is found to be missing (not accounted for in actual consumption, stock, scrap, etc.) the cost of the same will be recovered from the Contractor's running bills or otherwise, at the max. Penal rates specified in 27.4(a) above.

27.5 Requirement of Additional quantity of Owner issue Material during Execution of the contract

a) If during execution of the Contract the requirement of Owner issued materials increases due to any changes in Technical Parameter at the Owner's initiative and for which the Owner is responsible in 'terms of the Contract, the quantities of Owner supplied materials specified under the Contract will be amended to the extent of the effect of such changes which will be worked out by the Contractor and submitted for Owner's approval with detailed calculation and justification. The quantities so approved shall then form the basis of enforcement of provision of penal rate of recovery in case of excess consumption.

b) If during execution of the Contracts, the requirements of the Owner issued materials change due to reasons attributed to the Contractor or as a result of detailed engineering, such changes shall be communicated to the Owner promptly as these become known to the Contractor. However, for the purpose of recovery of cost for excess consumption, the quantity identified in the Contract, shall not change due to such changes. Any increased requirement of such materials shall be informed possibly at least six months in advance to enable the Owner to make necessary arrangements for its procurement.

27.6 Security of Owner issued Materials

For the maximum quantity of various Owner supplied materials which can be with the Contractor at any point of time, as per clause 27.3(c) above, the Contractor, prior to issue of any such materials, shall furnish to the Owner, at its own cost, a bank guarantee for an amount of Rs. ** In the prescribed proforma, (as per Annexure-'N' alongwith letter of Undertaking in the proforma as per Annexure-'O' which shall be kept valid till 12 months after the schedule or extended date of completion of the work. For any increased requirement of materials beyond the aforesaid limit as per clause 27.5 the value of the bank guarantee shall be enhanced to cover the value of extra material at the applicable maximum panel rates of recovery, as given in Clause 27.4 above.

**The amount of Bank Guarantee shall be worked out based on maximum quantity of Cement consumption for one month and for Reinforcement steel maximum consumption for two consecutive months as per 27.3(c) above alternatively @10% of Contract value as BG whichever is higher.

27.7 The provisions detailed herein above shall not in any way reduce/minimise the Contractor's liabilities under the Contract in any manner whatsoever.

27.8 a) Materials required for the works, whether brought by the Contractor or supplied by the Corporation, shall be stored by the Contractor only at places approved by the Engineer-in-Charge, as storage and safe custody of material shall be responsibility of the Contractor.

b) Corporation's officials concerned with the Contract shall be entitled at any time to inspect and examine any materials intended to be used in or on the works, either on the site or at factory or workshop or other place(s) where such materials are assembled, fabricated, manufactured or at any place(s) where these are lying or from which these are being obtained and the Contractor shall give such facilities as may be required for such inspection and examination.

c) All materials brought to the site shall become and remain the property of the Corporation and shall not be removed off the site without the prior written approval of the Engineer-in-charge. But whenever the works are finally completed and advance, if any, in respect of any such material is fully recovered, the Contractor shall at his own expenses forthwith remove from the site all/surplus material originally supplied by him and upon such removal, the same shall become the property of the Contractor.

28.0 LABOUR

28.1 The Contractor shall employ labour in sufficient numbers to maintain the required rate of progress and quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the Engineer-in-Charge. The Contractor shall not employ in connection with the works any person who has not completed fifteen years of age.

28.2 The Contractor shall furnish to the Engineer-in-Charge at the intervals mentioned in Schedule A, a distribution return of the number and description by trades of the work people employed on the works. The Contractor shall also submit on the 4th and 19th of every month to the Engineer-in-charge a correct statement showing in respect of the second half of the preceding month and the first half of the current month (i) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (ii) the number of female workers who have been allowed maternity Benefit as provided in the Maternity Benefit Act, 1961 or Rules made thereunder and the amount paid to them.

28.3 The Contractor shall pay to labour employed by him either directly or through sub-contractors wages not less than fair wages as defined in the Contractors Labour Regulations.

Payment of wages to Labour shall be regulated by Minimum Wages Act provisions and the Contractor should, to the satisfaction of Engineer-in-Charge, provide documentary evidence or otherwise regarding his actual disbursement of wages to Labour.

28.4 The Contractor shall in respect of labour employed by him or his sub-contractors comply with or cause to be complied with the Contractor, Labour Regulations in regard to all matters provided therein.

28.5 The Contractor shall comply with the provisions of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Employers Liability Act, 1938. Workmen's Compensation Act, 1923 or Employees State insurance Act 1948 (Wherever made applicable by appropriate Government) Industrial Disputes Act, 1947, Maternity Benefit Act, 1961 and interstate Migrant Workmen (Regulation of Employment and conditions of service) Act 1979, Mines Act 1952, Contract Labour Regulation & Abolition Act 1970, or any modifications thereof or any other law relating thereto and rules made thereunder from time to time.

A) The Contractor shall be liable to pay his contribution and the employees contribution to the State Insurance Scheme in respect of all labour employed by him for the execution of the Contract, in accordance with the provision of "The Employees State Insurance Act, 1948" as amended

from time to time. In case the Contractor fails to submit full details of his account of labour employed and the contribution payable, the Engineer-in-charge shall recover from the running bills of Contractor an amount of contribution as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable for Employers State insurance.

28.6 The Engineer-in-Charge shall (on a report having been made by an Inspecting Officer as defined in the Contractors Labour Regulations) have the power to deduct from the moneys due to the Contractor any sum required or estimated to be required for making good the deficiencies or inadequacies of the provisions made against those which are required under the Labour Regulations resulting in suffering by a worker or workers by reason of non-fulfillment of the Conditions of the Contract stipulating the benefits to workers, non-payment or wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said Contractors Labour Regulations.

28.7 The Contractor shall indemnify the Corporation against any payments to be made under and for observance of the Regulations aforesaid without prejudice, to his right to claim indemnity from his sub-contractors.

28.8 In the event of the Contractor committing a default or breach of any of the provisions of the aforesaid Contractors Labour Regulations as amended from time to time or furnishing any information or submitting or filling any Form/Register/Slip under the provisions of these Regulations which is materially incorrect then on the Report of the Inspecting Officers as defined in the Contractors Labour Regulations the Contractor shall without prejudice to any other liability pay to the Corporation a sum not exceeding Rs.100 as liquidated damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the Engineer-in-charge and in the event of the Contractor's default continuing in this respect, the liquidated damages may be enhanced to Rs.500 per day for each day of default subject to a maximum, of ten percent of the estimated cost of the works put to Tender. The Engineer-in-Charge shall deduct such amount from bills or security deposit of the Contractor and credit the same to the Welfare Fund constituted under Regulations. The decision of the Engineer-in-Charge in this respect shall be final and binding.

28.8.1 Model Rules for Labour Welfare : The Contractor shall at his own expense comply with or cause to be complied with specific provisions relating to welfare and amenities to workmen contained in relevant labour legislation mentioned in para 28.5 on prepage and Model Rules for Labour Welfare as appended to these conditions or rules framed by Government from time to time for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case the Contractor fails to make arrangements as aforesaid, the Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the Contractor.

28.9 Wherever five or more inter State Migrant Workmen are to be employed by the Contractor either directly or through sub-contractor he will do so only after informing the Engineer-in-Charge and will obtain a Licence from the Licensing Officer appointed by appropriate Government.

28.9.1 In case five or more Inter-State Migrant Workmen are employed by the Contractor, he shall carry out all the duties and obligations of the Contractor as defined in Chapter IV of Inter-State Migrant Workmen (R.E.C.S.) Act. 1979 and comply with the provisions and implement measures relating to Wages, Welfare and other facilities to be provided to Inter-State Migrant Workmen as contained in Chapter-V of the said Act.

28.9.2 The fixed date of payment of Wages to such Workmen will be notified by the Contractor in advance and firm arrangements will be made by him to ensure the presence of a representative of Principal Employer on the date and time of payment of Wages, in consultation with the Engineer-in-Charge, in case of any short fall in payment of wages or non-payment of due wages by the Contractor, the Engineer-in-Charge will be competent to pay equivalent amount to the entitled Workmen directly and recover the same from the Contractor either from his dues or deposits.

29.0 SAFETY CODE

29.1 Safety requirements of general nature are given at 'Annexure-Q to these General Conditions of Contract.

29.2 The Contractor shall, at all times at his own expense exercise reasonable and proper precautions for the safety of all people directly or indirectly employed for the performance of the work and shall comply with the safety regulations/instructions/measures as given in Annexure-Q. In addition to above, instructions/measures contained in the IS code of practices for different works, some of important one's of which are given below are to be referred to as relevant to each item :

1.	IS:3764 1966	Excavation work.
2.	IS : 4756 1978	Tunnelling work (first revision)
3.	IS : 7293 1974	Working with construction machinery.
4.	IS : 7969 1975	Handling & storage of building materials.
5.	IS : 4081 1967	Blasting & related drilling operations.
6.	IS : 3696 1966	Scaffolds & ladders (Pt. I Scaffolds)
7.	IS : 3696 1966	Scaffolds & ladders (Pt. II ladders)
8.	IS : 4138 1977	Working in a compressed air (1st revision)
9.	IS : 818 1968	Safety and health protection in electric gas welding and cutting operations.
10.	IS : 4912 1978	Safety requirements for floor and wall openings Railway and toe Boards.
11.	IS : 5121 1969	Piling & other Deep foundations.
12.	IS : 4130 1976	Demolition of buildings (1st revision)
13.	IS : 5916 1970	Construction involving use of hot bituminous materials.
14.	IS : 3016 1982	Fire protection in welding & cutting operations.

29.3 In addition to the above, the Contractor's responsibilities shall inter-alia include the following :

i) all machinery, equipment and other sources of physical hazards shall be guarded in accordance with the requirements of the regulations and safety Laws/Acts of the Central and State Governments as well as Union territories.

ii) In order to supervise the work from point of view of safety, the Contractor shall appoint a Safety Engineer/Officer who shall report and be responsible to the Safety Engineer and/or the Engineer-in-Charge of the Corporation.

iii) The Contractor shall provide all necessary fencing and lights to protect the public from accidents and shall be bound to bear all the expenses for defence of every suit, action & other proceedings of Law that may be brought by any person for injury sustained owing to neglect any of the required precautions. The Contractor shall also pay all damages and costs which may be awarded in any such suit, and proceedings to any such persons or which may with the consent of the Contractor as paid to compromise any claim by any person.

29.4 It is mandatory for the Contractor to observe during the execution of the works, the requirements of Safety rules which would generally include but not limited to the following :

SAFETY RULES :

a) Each employee shall be provided with initial indoctrination regarding safety by the Contractor so as to enable him to conduct his work in a safe manner.

b) No employee shall be given a new assignment of work unfamiliar to him without proper introduction as to the hazards incident thereto, both to himself and his fellow employees.

c) Under no circumstances shall an employee hurry or take unnecessary chances when working under hazardous conditions.

d) Employees must not leave naked fires unattended. Smoking shall not be permitted around fireprone areas and adequate fire fighting equipment shall be provided at crucial locations.

e) Employees under the influence of any intoxicating beverage, even to the slightest degree shall not be permitted to remain at work.

f) There shall be a suitable arrangement at every work site for rendering prompt and sufficient first aid to the injured.

g) The staircases and passageways, shall be adequately lighted.

h) The employees when working around moving machinery, must not be permitted to wear loose garments. Safety shoes are recommended when working in shops or places where materials or tools are likely to fall. Only experienced workers shall be permitted to go behind guard rails or to clean around energized or moving equipment.

i) The employees must use the standard protection equipment intended for each job. Each piece of equipment shall be inspected before and after it is used.

j) Requirements of ventilation in underwater working to licensed and experienced divers, use of gum boots for working in slushy or in inundated conditions are essential requirements to be fulfilled.

k) In cases of rock excavation blasting shall invariably be done through licensed blasters and other precautions during blasting and storage/transport of charge material shall be observed strictly.

29.5 Accident Reports

29.5.1 On the occurence of any accident, Contractor shall report the same in writing to the safety engineer of the Owner with a copy to Engineer-in-Charge immediately on the occurance of the accident. In case of fatal accidents or those which are serious and may result in death, the report shall be made immediately to the Engineer-in-Charge in the prescribed proforma, and also to all the authorities envisaged under the applicable laws like the Local Police Authorities workmen compensation commissioner, etc.

Also a monthly report of all accidents in prescribed proforma shall be submitted by the Contractor to the Owner's safety Engineer/Engineer-in-Charge.

29.6 In the event of persistent defaults by the Contractor in observance of safety requirements which lead to unsafe working and/or accidents, on any grounds whatsoever, including employment of inexperienced worker or workers not using safety wears, or any other causes which result in serious accidents on the works, the Engineer-in-charge shall give notice for termination of Contract if he considers necessary in similar manner as provided under the clause for cancellation of the Contract in full or part.

30.0 CONTRACTORS LICENCE FOR USE OF LAND

30.1 The Contractor shall not be permitted to enter on (other than for inspection purposes) or take possession of the site until instructed to do so by the Engineer-in-Charge in writing. The portion of the site to be occupied by the Contractor shall be defined and/or marked on the site plan, failing which these shall be indicated by the Engineer-in-Charge at site and the Contractor shall on no account be allowed to extend this operations beyond these areas. In respect of any land allotted to the Contractor for purposes of or in connection with the Contract, the Contractor shall be a licencee subject to the following and such other terms and conditions as may be imposed by licencer :

i) that he shall pay a nominal licence fee of Rs.1 per year or part of a year for use and occupation, in respect of each and every separate area of land allotted to him.

ii) that such use or occupation shall not confer any right of tenancy of the land to the Contractor.

iii) that the Contractor shall be liable to vacate the land on demand by the Engineer-in-Charge.

iv) that the Contractor shall have no right to any construction over this land without the written permission of the Engineer-in-Charge. In case, he is allowed to construct any structure, he shall have to demolish and clear the same before handing over the completed work unless agreed to the contrary. The Contractor shall provide if necessary or required on the site all temporary access thereto and shall after, adapt and maintain the same as required from time to time and shall clear them away as and when no longer required and as and when ordered by the Engineer-in-Charge and make good all damage done to the site.

31.0 SETTING OUT THE WORKS

31.1 The Engineer-in-charge shall supply dimensioned drawings, levels and other information necessary to enable the Contractor to set out the works and the Contractor shall set out the works and be responsible for the accuracy of the same. He shall rectify at his own cost and to the satisfaction of the Engineer-in-Charge any error found at any stage which may arise through in accurate setting out unless such error is based on incorrect data furnished in writing by the Engineer-in-Charge, in which case the cost of rectification shall be borne by the Corporation. The Contractor shall protect and preserve all bench marks used in setting out the works till end of the Defects Liability Period unless the Engineer-in-Charge direct their earlier removal.

32.0 SITE DRAINAGE

32.1 All water which may accumulate on the site during the progress of the works or in trenches and excavations, shall be removed and drained out from the site to the satisfaction of the Engineer-in-charge by the Contractor at his expense.

33.0 NUISANCE

33.1 The Contractor shall not at any time do, cause or permit any nuisance on site or do anything which shall cause unnecessary disturbance or inconvenience to Owner, Tenants or Occupiers of other properties near to the site and to the public generally.

34.0 MATERIALS OBTAINED FROM EXCAVATION

34.1 Materials of any kind obtained from excavation on the site shall remain the property of the Corporation and shall be disposed of as the Engineer-in-Charge may direct.

35.0 TREASURE, RELIC, MONUMENTS & FOSSILS, ETC.

35.1 All fossils, coins, articles of value of antiquity and structures and other remains or things of geological or archaeological interest discovered on the site shall be the absolute property of the Corporation and the Contractor shall take reasonable precautions to prevent his workmen or any other person from removing or damaging any such article or thing and shall immediately upon discovery thereof and before removal acquaint the Engineer-in-Charge with such discovery and carry out the Engineer-in-Charge's directions as to the disposal of the same at the expense of the Corporation.

36.0 SECURITY & PROTECTION OF TREES

36.1 Trees designated by the Engineer-in-charge shall be protected from damage during the course of the works. Where necessary, such trees shall be protected by providing temporary fencing.

36.2 The Contractor shall provide and maintain at his own expense all lights, guards, fencing and watching when and where necessary or required by the Engineer-in-Charge for the protection of the works or for the safety and convenience of those employed on the works or the public.

37.0 CONTRACTOR'S SUPERVISION

37.1 The Contractor shall either himself supervise the execution of the works or shall appoint a competent representative approved by the Engineer-in-Charge. If the Contractor has himself not sufficient knowledge and experience to be capable of receiving instructions or cannot give his full attention to the works, the Contractor, shall at his own expense, employ as his accredited representative an engineer approved by the Engineer-in-charge. Orders given to the contractor's representative shall be deemed to have the same force if these had been given to the Contractor himself. If the Contractor fails to appoint a suitable representative as directed by the Engineer-in-Charge, the Engineer-in-charge shall have full power to suspend the execution of the works until such date as a suitable representative is appointed and the Contractor shall be held responsible for the delay so caused to the works.

38.0 INSPECTION AND APPROVAL

38.1 All works embracing more than one process shall be subject to examination and approval at each stage thereof or one stage as per instruction of Engineer-in-charge. The Contractor shall give due notice to the Engineer-in-Charge or his authorised representative when each stage is ready. In default of such a notice, the Engineer-in-Charge shall be entitled to appraise the quality by such measures as considered appropriate, at the cost of the Contractor.

38.2 No work shall be covered up or put out of view without the approval of the Engineer-in-Charge or his authorised representative and the Contractor shall afford full opportunity and facility for examination and measurement of any work which is about to be covered up or put out of view, this applies to examination of foundation also before permanent work is placed thereon. The Contractor shall give due notice in writing to the Engineer-in-charge or his authorised representative whenever any such work or stage of work including foundation work is ready for examination prior of start of concreting or covering up of the foundation and the Engineer-in-charge or his representative shall without reasonable delay, unless he considers it unnecessary and advises the Contractor in writing accordingly, attend for the purpose of examining and measuring such work or of examining such foundations. In the event of the failure of the Contractor to give such notice in writing he shall, if required by the Engineer-in-Charge, uncover and dismantle such work at the Contractor’s expense.

38.3 The Engineer-in-Charge or his representative shall have powers at any time to inspect and examine any part of the works and the Contractor shall give such facilities as may be required for such inspection and examination.

39.0 DUTIES AND POWERS OF ENGINEER-IN-CHARGE'S REPRESENTATIVE AND ENGINEER - IN - CHARGE SHALL INCLUDE THOUGH NOT LIMITED TO THE FOLLOWING :

39.1 The duties of the representative of the Engineer-in-charge are to watch and supervise the Works and to test and examine any materials to be used and ensure workmanship level required in the works. He shall have no authority to order any work involving any extra payment by the Corporation nor to make any variation in the works.

39.2 The Engineer-in-charge may from time to time in writing delegate to his Representative any of the powers and authorities vested in the Engineer-in-Charge and shall furnish to the Contractor a copy of all such written delegation of powers and authorities. Any written instruction or written approval given by the Representative of the Engineer-in-charge to the Contractor within the terms of such delegation shall bind the Contractor and the Owner as though it has been given by the Engineer-in-Charge.

39.3 Failure of the Representative of the Engineer-in-Charge to disapprove any work or materials shall not prejudice the power of the Engineer-in-Charge thereafter to disapprove such work or materials and to order the pulling down, removal or breaking up thereof.

39.4 If the Contractor shall be dissatisfied with any decision of the Representative of the Engineer-in-charge he shall be entitled to refer the matter to the Engineer-in-Charge who shall there upon confirm, reverse or vary such decision, as he considers reasonable.

39.5 Decision of the Engineer-in-Charge shall be final and binding on the Contractor in respect of:

i) Measurements

ii) Quality and workmanship

iii) Ordering variations, deviations, substitution items, additions, deletions in the works including rescheduling, change of sequence of construction.

iv) All other matters for implementation of Contract delegated to Engineer-in-Charge by the Owner.

40.0 REMOVAL OF WORKMEN

40.1 The Contractor shall employ in and about the Execution of the works only such persons as are skilled and experienced in their several trades and the Engineer-in-Charge shall be at liberty to object to and require the Contractor to remove from the works any person employed by the Contractor in or about the execution of the works who in the opinion of the Engineer-in-charge misconducts himself or is incompetent or negligent towards proper performance of his duties and such person shall not be again employed in the Works without permission of the Engineer-in-charge.

41.0 UNCOVERING AND MAKING GOOD

The Contractor shall uncover any part of the Works and/or make openings in or through the same as the Engineer-in-charge may from time to time direct for his verification and shall reinstate and make good such part to the satisfaction of the Engineer-in-Charge. If any such part subsequently found, on uncovering of works, to be executed in accordance with the Contract, the expenses of uncovering and/or making opening in or through, reinstating and making good the same shall be borne by the Corporation. In any other case all such expenses shall be borne by the Contractor.

42.0 WORK DURING NIGHT OR ON SUNDAYS AND HOLIDAYS

42.1 Subject to any provisions to the contrary contained in the Contract, none of the permanent works shall be carried out during night or on Sundays or on authorised holidays without the permission in writing of the Engineer-in-charge and subject to the Engineer-in-Charge having satisfied himself of the Contractor's adequacy of supervision, quality assurance and safe working environments including lighting and ventilation etc.

43.0 COMPLETION CERTIFICATE

43.1 As soon as the work is completed, the Contractor shall give notice of such completion to the Engineer-in-Charge and within fifteen days of receipt of such notice the Engineer-in-charge shall inspect the work and shall furnish the Contractor with a Certificate of Completion indicating (a) date of Completion (b) defects to be rectified by the Contractor and/or (c) items for which payment shall be made at reduced rates. When separate periods of completion have been specified for items or groups of items, the Engineer-in-Charge shall issue separate Completion Certificates for such item or groups of items. No Certificate of Completion shall be issued nor shall the work be considered to be completed till the Contractor shall have removed from the premises on which the work has been executed all scaffolding, sheds and surplus materials (except such as are required for rectification of defects) rubbish and all huts and sanitary arrangements provided for his workmen on the site in connection with the execution of the work, as have been erected by the Contractor or the workmen and cleaned all dirt from the parts of building(s) in upon or about which the work has been executed or of which he may have had possession for the purpose of the execution thereof and cleaned floors, gutters and drains, eased doors and sashes, oiled locks and fastenings labelled key clearly and handed them over to the Engineer-in-charge and made the whole premises fit for immediate occupation or use to the satisfaction of the Engineer-in-Charge. If the Contractor shall fail to comply with any of the requirements of this conditions as aforesaid, on or before the date of completion of the works, the Engineer-in-charge may at the expense of the Contractor fulfill such requirements and dispose of the scaffoldings, surplus materials and rubbish, etc. as he thinks fit and the Contractor shall have no claim in respect of any such scaffoldings or surplus materials except for any sum actually realised by the sale thereof less the cost of fulfilling the requirements and any other amount that may be due from the Contractor. If the expense of fulfilling such requirements is more than the amount realised on such disposal as aforesaid, the Contractor shall forthwith on demand pay such excess.

If at anytime before completion of the entire work when items or groups of items, for which separate periods of completion have been specified, have been completed, the Engineer-in-Charge can take possession of any part or parts of the same (any such part(s) being hereinafter in this condition referred to as the relevant Part) notwithstanding anything expressed or implied elsewhere in this contract:

a) Within thirty days of the date of completion of such items or groups of items or of possession of the relevant part the Engineer-in-Charge shall issue Completion Certificate for the relevant part as per provision in Contract.

b) The Defects Liability Period in respect of such items and the relevant part shall be deemed to have commenced from the certified date of completion of such items or the relevant part as the case may be.

c) The Contractor may reduce the value insured under this condition, by the full value of the completed items or relevant part as estimated by the Engineer-in-charge for this purpose. This value estimate shall be applicable for this purpose only and for no other purpose or clause of the Contract

d) For the purposes of ascertaining compensation for delay under Condition 44 in respect of any period during which any group of items or part of works are not complete the relevant part will be deemed to form a separate item or group, require in its completion as given in the Contract or as extended under Clause 24 and actual date of completion as certified by the Engineer-in-charge under this Clause.

44.0 LIQUIDATED DAMAGES FOR DELAY BY CONTRACTOR

44.1 If the Contractor fails to maintain the required progress as stipulated under clause 24 or to complete the work and clear the site on or before the Contract or extended date of completion, he shall, without prejudice to any other right or remedy of the Corporation on account of such breach pay compensation amount calculated as stipulated or such smaller amount as be fixed by the authority mentioned in item 32 of Schedule 'A' on the Contract value of the work for every week that the progress remains below that specified in the approved work schedule or that the work remains incomplete.

The above provisions shall also apply to items or groups of items for which separate period of completion has been specified. (Refer Special Conditions of Contract):

For this purpose the term 'Contract Value' shall be the value as Contract rates of the works as ordered.

a)	Completion period (as originally stipulated) not exceeding 6 months.	@1 percent per week.
b)	Completion period (as originally stipulated) exceeding 6 months and not exceeding 2 years.	@ 1/2 percent per week.
c)	Completion period (as originally, stipulated) exceeding 2 years.	@1/2 percent per week.

44.2 Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed the under noted percentage of the Contract value or of the Contract value of the item or group of items of work for which a separate period of completion is given below:

a)	Completion period (as originally stipulated) not exceeding 6 months.	10 percent
b)	Completion period (as originally stipulated) exceeding 6 months and not exceeding 2 years.	7.5%
c)	Completion period (as originally stipulated) exceeding 2 years.	5%

The amount of compensation may be adjusted or set off against any sum payable to the Contractor under this or any other Contract with the Corporation.

45.0 GUARANTEE

45.1 The Contractor shall warrant that the work executed by the Contractor and the materials used therein shall be of approved quality and in accordance with prescribed specifications and the Contract document and is free from any defects in the materials, design, workmanship and any other defects whatsoever during the period as specified in the item 33 of Schedule 'A', commencing immediately upon handing over the work to Owner.

45.2 In the event of any emergency where in the judgement of the Engineer-in-Charge, delay and any repairs or adjustments as required could cause serious loss or damage such as carried out by the Engineer-in-charge or a third party chosen by the Engineer-in-Charge without advance notice to the Contractor, the cost of such repairs and works shall be paid by the Contractor or by the surety under the Contract. In the event such action is taken by the Engineer, the Contractor would be notified promptly. This shall however not relieve the Contractor from his responsibilities & liabilities under the terms and conditions of the Contract.

45.3 At the end of defect liability period Contractor's liability ceases except for any defects that by their nature come to notice later. Action shall be taken for rectification of such defects, as per provisions in the Contract and covered by appropriate Guarantee clause from the Contractor and their assigned sub-contractors, as detailed in Special Conditions of Contract.

46.0 DEFECTS LIABILITY PERIOD

46.1 The Contractor shall be responsible to make good and remedy at his own expense within such period, any defect which may develop or may be noticed before the expiry of the period mentioned in item 46 of Schedule 'A' hereto counting from the certified date of completion and intimation of which has been sent to the Contractor by a letter sent by hand delivery or by registered post within seven days of the expiry of the said period.

47.0 CONTRACTOR'S LIABILITY AND INSURANCE

47.1 From commencement to completion of the works, the Contractor shall take full responsibility for the care thereof and shall take precautions to prevent any loss or damage with a view to minimise loss or damage to the maximum extent possible and shall be liable for any part thereof including any loss to all the Corporation's T&P from any cause whatsoever (save and except the Excepted Risks) and shall at his own cost repair and make good the same so that on completion, the works and all Corporation's T&P shall be in good order and condition and in conformity with the requirements of the Contract and instructions of the Engineer-in-Charge.

47.2 In the event of any loss or damage to the works or any part thereof or to any T&P or to any material or articles at the site from any of the Excepted Risks, or force majeure the following provisions shall apply:

a) The Contractor shall, as may be directed in writing by the Engineer-in-charge, remove from the site any debris and such portions of the works as have been damaged, and transporting to the Corporation's store such Corporations T&P articles and/or materials as may be directed by Engineer-in-charge or his representative.

b) The Contractor shall, as may be directed in writing by the Engineer-in-charge, proceed with the construction, erection and completion of the works under and in accordance with the provisions and conditions of the Contract; and

c) Any payments in respect of aforesaid, as decided by Engineer-in-Charge shall be added to the Contract Sum. The net amount due shall be ascertained in the same manner as for deviations or as prescribed for payment. The net amount payable shall also include adjustment in respect of the undernoted formats :

Any re-execution of the works lost or damaged; the replacement of any T&P and/or any materials and articles lost or damaged, but not incorporated in the works on the day when the loss or damage occurred and the removal of the same by the Contractor of Corporation's T&P articles and/or materials to the Corporation's store and of debris and damaged works referred to therein as well as the compensation paid by him under the law for the time being in force, to any workman employed by him for any injury caused to him or to the workman's legal successors for loss of the workman’s life.

47.3 Provided always that the Contractor shall not be entitled to payment under the above provisions in respect of such loss or damage as has been occasioned by any failure on his part to perform his obligations under the Contract or not having taken precautions to prevent loss or damage or minimise the amount of such loss or damage.

47.4 Where Corporation's building or a part thereof is rented by the Contractor he shall ensure the entire building against damage and fire risks if the building or any part thereof is used by him for the purpose of storing or using materials of combustible nature, as to which the decision of the Engineer-in-Charge shall be final and binding.

47.5 The Contractor shall indemnify and keep indemnified the Corporation against all losses and claims for injuries or damage to any persons or any property whatsoever which may arise out of or in consequence of the construction and maintenance of works and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto. Provided always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or to indemnify the Corporation against any compensation or damage caused by the Excepted Risks.

47.6 Before commencing execution of the work, the Contractor shall, without in any way limiting his obligations and responsibilities under this condition, insure against any damage, loss or injury which may occur to any property (excluding that of the Corporation but including the Corporation's building rented by the Contractor wholly or in a part and any part of which is used by him for storing combustible materials), or to any person (including an employee of the Corporation) or arising out of carrying out of the Contract works.

47.7 The Contractor shall at all times indemnify the Corporation against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employer's Liability Act, 1938, the Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947 and the Maternity Benefit Act, 1961 or any modifications thereof or any other law relating thereto and rules made thereunder from time to time or as a consequence of any accident or injury to any workman or other persons in or about the Works, whether in the employment of the Contractor or not, save and except where such accident or injury has resulted from any act of the Corporation his agents or servants, and also against all costs, charges and expenses of any suit, action or proceedings arising out of such accident or injury and against all sum or sums which may with the consent of the Contractor be paid to compromise or compound any claim. Without limiting his obligations and liabilities as above provided, the Contractor shall insure against all claims, damages or compensation payable under the Workmen's Compensation Act, 1923 or any modification thereof or any other law relating thereto.

47.8 The aforesaid insurance policy/policies shall provide that they shall not be cancelled until the Engineer-in-Charge has agreed to their cancellation.

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

47.10 The Contractor shall ensure that similar insurance policies are taken out by his sub-contractors (if any) and shall be responsible for any claims or losses to the Corporation resulting from their failure to obtain adequate insurance protection in connection thereof. The Contractor shall produce or cause to be produced by his sub-contractors (if any) as the case may be, the relevant policy or policies and premium receipts as and when required by the Engineer-in-charge.

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

Or

47.A.0 Contractor's Liability and Insurance (To be incorporated in those Contracts only in which execution of work involves considerable risk or loss or damage, such as works at across river crossing and/or at steep and difficult terrain and at high attitudes).

47.A.1 From commencement to completion of the Works, the Contractor shall take full responsibility and shall take such care and precautions as would prevent loss or damage and would minimise loss or damage to the maximum extent possible. The Contractor shall be liable also for all damage or loss that may occur to the works or any part thereof and all Corporation's T&P from any cause whatsoever save and except the Excepted Risk and shall at his own cost repair and make good the same so that at completion, the Works and all Corporation's T& P shall be in good order and conditions and in conformity in every respect with the requirements of the Contract and instructions of the Engineer-in-Charge.

47.A.2 In the event of any loss or damage to the Works or any part thereof or to any T&P or to any material or articles at the Site from any of the Excepted Risks the following provisions shall have effect :

a) The Contractor shall, as may be directed in writing by the Engineer-in-Charge, remove from the Site any debris and so much to the Works as shall have been damaged, taking to Corporation's store such Corporation's T&P, articles and/or materials as may be directed.

b) The Contractor shall, as may be directed in writing by the Engineer-in-charge, proceed with the erection and completion of the Works under and in accordance with the provisions and Conditions of the Contract; and

c) These will be added to the Contract Sum, and the net amount due, ascertained in the same manner as for deviations, or as assessed by Engineer-in-charge for payment, in respect of the re-execution of the Works lost or damaged, the replacement of any T&P and of any materials and articles lost or damaged but not incorporated in the Bill of Quantities of the Contract on the day when the loss or damage occured and the removal by the Contractor as provided above of Corporation's T&P articles and/or materials to the Corporation's store and as well as for the debris and damaged Works referred to above including therein and the compensation paid by him, under any law for the time being in force, to any workman employed by him for any injury caused to him or to the workman's legal successors for loss of the workman's life, which are not covered for compensation under Contract requirements of insurance.

47.A.3 Provided always that the Contractor shall not be entitled to payment under the above provisions in respect of so much loss or damage as have been occasioned by any failure on his part to perform his obligations under the Contract or not taking precautions to prevent loss or damage or minimise the amount of such loss or damage.

47.A.4 Without limiting the obligations and responsibilities under this Condition the Contractor shall insure the Works (from commencement to completion), the Corporation's T&P hired by the Contractor and all materials at Site, to their full value for Corporation's T&P (according to the value indicated in Schedule C), against the risk of loss or damage from whatever cause arising other than the Force Majeure and Excepted Risks. The said insurance shall be in the joint

names of Corporation and the Contractor and the Contractor shall deposit with the Engineer-in-charge the said policy or policies. All money payable by the insurers under such policy or policies shall be recovered by the Corporation and shall be paid to the Contractor in instalments by the Engineer-in-Charge for the purpose of rebuilding or replacement or repair of the Works and/ or goods destroyed or damaged as the case may be. Provided however if the amount payable by the insurers in respect of any claim under such a policy is not in excess of the amount mentioned in Schedule-A the same may be recovered by the Contractor directly from the insurers and shall be utilised by him for the purpose of rebuilding or replacement or repair of the Works and/or goods destroyed or damaged as the case may be.

47.A.5 If the Contractor has a blanket insurance policy for all his works and the policy covers ail the items to be insured under this Condition, the said policy shall be assigned by the Contractor in favour of the Corporation; provided however, if any amount is payable under the policy by the insurers in respect of Works other than the work under this Contract the same may be recovered by the Contractor directly from the insurers.

47.A.6 Where the Corporation, building or a part thereof is rented by the Contractor he shall insure the entire building or any part thereof is used by him for the purpose of storing or using materials of combustible nature, as to which the decision of the Engineer-in-Charge shall be final and binding.

47.A.7 The Contractor shall indemnify and keep indemnified the Corporation against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance of the works, and shall also indemnify against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto; provided always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or to indemnify the Corporation against any Compensation or damage caused by the Excepted Risks and Force Majeure conditions.

47.A.8 Before commencing execution of the work, the Contractor shall, without in any way limiting his obligations and responsibilities under this condition, insure against any damage, loss or injury which may occur to any property, (excluding that of the Corporation but including the Corporation's building rented by the Contractor wholly or in part and any part of which is used by him for storing combustible materials), or to any person (including any employee of the Corporation) by or arising out of carrying out the Contract.

47.A.9 The Contractor shall at all times indemnify the Corporation against all claims, damages or compensation under the Provisions of Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employer's Liability Act, 1938, the Workman's compensation Act, 1947, Industrial Disputes Act, 1947, and Maternity Benefit Act, 1961 or any modifications thereof or any other Law relating thereof and rules made there under from time to time or as consequence of any accident or injury to any workman or other persons in or about the Works, whether in the employment of the Contractor not save and except where such accident or injury has resulted from any act of the Corporation, its agents, or servants, and also against all costs, charges and expenses of any suit, action or proceedings arising out of such accident or injury and against all sum or sums which may with the consent, of the Contractor be paid to compromise or compound any such claim. Without limiting his obligations and liabilities as above provided, the

Contractor shall insure against all claims, damages or compensation payable under the Workmen's Compensation Act 1923 or any modification thereof or any other law relating thereto.

47.A.10 The aforesaid insurance policy/policies shall provide that they shall not be cancelled till the Engineer-in-Charge has agreed to their cancellation.

47.A.11 The Contractor shall prove to the Engineer-in-Charge from time to time that he has taken out all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till expiry of the Defects Liability Period.

47.A.12 The Contractor shall ensure that similar insurance policies are taken out by his sub-contractors (if any) and the Contractor shall be responsible for any claims or losses to the Corporation resulting from their failure to obtain adequate insurance protection in respect thereof. The Contractor shall produce or cause to be produced by his sub-contractors (if any) as the case may be, the relevant policy or policies and premium receipts as and when required by the Engineer-in- Charge.

47.A.13 If the Contractor and/or his sub-contractors (if any) shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the terms of the Contract then and in any such case the Corporation may, without being bound to, effect and keep in force any such insurance and pay such premium or premiums, as may be necessary for that purpose and from time to time deduct the amount so paid by the Corporation from any moneys due or which may become due to the Contractor or recover the same as a debt due from the Contractor.

48.0 FACILITIES TO OTHER CONTRACTORS

48.1 The Contractor shall, in accordance with the requirements of the Engineer-in-Charge afford all reasonable facilities to other Contractors engaged concurrently on separate Contracts in connection with the works and for departmental labour and labour of any other agency or authorised authority or statutory body which may be employed at the Site for execution of any work not included in the Contract or of any Contract which the Corporation may enter into in connection with or ancillary to the works.

49.0 NOTICES TO LOCAL BODIES

49.1 Contractor shall comply with and give all notices required under any Governmental authority, instrument, rule or order made under any Act of Parliament, State laws or any regulation or bye-laws of any local authority relating to the works. He shall before making any variation from the Contract drawings necessitated by such compliance give to the Engineer-in-Charge a written notice giving reasons for the proposed variation and obtain the Engineer-in-Charge's instructions thereon before undertaking any such variations under instructions from any authority other than Engineer-in-Charge.

49.2 The Contractor shall pay and indemnify the Corporation against any liability in respect of any fees or charges payable under any Act of Parliament, State laws or any Government instrument, rule or other and any regulations or bye-laws of any local authority in respect of the works.

50.0 SUB CONTRACTORS

50.1 The Contractor shall not sub-contract any portion of the Contract without the prior written approval of the Accepting Authority. Employment of the piece rate workers on piece rate works shall not be deemed to be sub-contracting provided that complete responsibility under the Labour Regulation Act/Labour Laws in force shall solely rest on the Contractor/agency who employs sub-contractor and that too with prior approval of Engineer-in-Charge.

51.0 INSTRUCTIONS AND NOTICES

51.1 Subject to as otherwise provided in this Contract, all notices to be given on behalf of the Corporation and all other actions to be taken on its behalf may be given or taken by the Engineer-in-Charge or any officer for the time being entrusted with the functions, duties and powers of the Engineer-in-Charge.

51.2 All instructions, notices and communications, etc. under the Contract shall be given in writing and if sent by registered post to the last known place of abode or business of the Contractor shall be deemed to have been served on the date when in the ordinary course of post these would have been delivered to him. It is a condition of this Contract that the Owner shall not be responsible for postal delays/defaults in delivery.

51.3 The Contractor or his Agent shall be in attendance at the site(s) during all working hours and shall superintend the execution of the works with such additional assistance in each trade as the Engineer-in-Charge may consider necessary. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the Contractor himself.

51.4 The Engineer-in-Charge shall communicate or confirm the instructions to the Contractor in respect of the execution of work in "Works Site Order Book" maintained in the office of the Engineer-in-charge and the Contractor or his authorised representative shall confirm receipt of such instructions by signing the relevant entries in this Book. If required by the Contractor he shall be furnished a certified true copy or a photostat copy of such instruction(s).

52.0 FORECLOSURE OF CONTRACT IN FULL OR IN PART DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK

52.1 If at any time after acceptance of the Tender the Corporation shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Engineer-in-Charge shall give notice in writing to that effect to the Contractor and the Contractor shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

52.2 The Contractor shall be paid at Contract rates full amount for works executed at site and, in addition, a reasonable amount as certified by the Engineer-in-charge for the items hereunder mentioned which could not be utilised on the work to the full extent because of the foreclosure.

a) Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters and site offices; storage accommodation and water storage tanks.

b) i) The Corporation shall have the option to take over Contractor's materials or any part thereof either brought to Site or of which the Contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however, the Corporation shall be bound to take over the materials or such portions thereof as the Contractor does not desire to retain. For materials taken over or to be taken over by the Corporation, cost of such materials shall, however, take into account purchase price cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the Contractor and provided that the rates and price at which the supplies have been made by suppliers are not higher than and are reasonable in the range of market rates.

ii) For Contractor's materials not retained by the Corporation reasonable cost of transporting such materials from Site to Contractor's permanent stores or to his other works, whichever is less, shall be payable by the Owner. If materials are not transported to either of the said places, no cost of transportation shall be payable.

c) If any materials supplied by the Corporations are rendered surplus, the same after deduction of normal wastage shall be returned by the Contractor to the Corporation at rates not exceeding those at which these were originally issued. In case any deterioration or damage may have been caused whilst the materials were in the custody of the Contractor, reduction in rate shall be made as per decision of Engineer-in-Charge.

d) Reasonable compensation for transport of T&P from site to Contractor's permanent stores or to his other works.

52.3 The Contractor shall, if required by the Engineer-in-Charge, furnish to him the books of account, wage books, time sheets and other relevant documents as maybe necessary to enable him to certify the reasonable amount payable under this condition.

53.0 TERMINATION OF CONTRACT ON DEATH

53.1 If the Contractor is an individual or a proprietory concern and the individual or the proprietor dies and if the Contractor is a partnership concern and one of the partners, dies then unless the Accepting Authority is satisfied that the legal representatives of the individual Contractor or of the proprietor of the proprietory concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the Contract, the Accepting Authority shall have to cancel the Contract in respect of its incompleted part without the Corporation being in any way liable to payment of any compensation to the estate of the deceased Contractor and/or to the surviving partners of the Contractor's firm on account of the cancellation of the Contract. The decision of the Accepting Authority to the effect the legal representatives of the deceased Contractor or the surviving partners of the Contractor's firm cannot carryout and complete the

Contract shall be final and binding on the parties. In the event of such cancellation, the Corporation shall not hold the estate of the deceased Contractor and/or the surviving partners of the Contractor's firm liable for damage for not completing the Contract.

54.0 CANCELLATION OF CONTRACT IN FULL OR IN PART

54.1 If the Contractor

a) at any time makes default in proceeding with the works with due diligence and continues to do so after a notice in writing of 7 days from the Engineer-in-Charge, or

b) commits default in complying with any of the Terms and Conditions of Contract and does not remedy it or take effective step to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge; or

c) fails to complete the works or items of work with individual dates of completion, on or before the stipulated date(s) of completion, and does not complete them within the period specified in a notice given in writing, by the Engineer-in-charge; or

d) shall offer, or give or agree to give to any person in Corporation's service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or for bearing to do or having done or forborne to do any act in relation to the obtaining or execution of this or any other Contract from the Corporation; or

e) shall enter into a Contract with the Corporation in connection with which, commission has been paid or agreed to be paid by him in his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Accepting Authority/ Engineer-in-Charge; or

f) shall obtain a contract with the Corporation as a result of forming a cartel of ring Tendering or other non-bonafide methods of competitive Tendering; or

g) being an individual, or if a firm, any partner thereof, shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his affective or composition or arrangement for the benefit of his creditors or purport, so to do, or if any application be made under any Insolvency Act for the time being in force; for the sequestration of his estate or if a trust deed is executed by him for benefit of his creditors; or

h) being a company, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a receiver or manager on behalf of the debenture holders shall be appointed or circumstance shall arise which entitle the Court or debenture holders to appoint a receiver or manager; or

i) shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 years; or

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

the Accepting Authority may, without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to the Corporation by written notice cancel the Contract as a whole or only such items of work in default from the Contract.

54.2 The Accepting Authority shall on such cancellation have powers to:

a) take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or

b) carryout the incomplete work by any means at the risk and cost of the Contractor.

54.3 On cancellation of the Contract in full or in part the Accepting Authority shall determine what amount, if any, is recoverable from the Contractor for completion of works or part of the works or in case the works or part of the works is not completed, the loss or damage estimated to suffer by the Corporation. In determining the amount, credit shall be given to the Contractor for the value of the work executed by him up to the time of cancellation, the value of Contractors material taken over and incorporated in the work, and use of tackle and machinery belonging to the Contractor.

54.4 Any excess expenditure incurred or to be incurred by the Corporation in completing, the works or part of the works or the excess loss or damages suffered or may be suffered by the Corporation as aforesaid after allowing such credit shall be recovered from any money due to the Contractor on any account, and if such money are not sufficient the Contractor shall be called upon in writing to pay the same within 30 days.

54.5 If the Contractor shall fail to pay the required sum within the aforesaid period of 30 days the Engineer-in-Charge shall have the right to sell any or all of the Contractor's unused materials, constructional plant, implements, temporary building, etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the Contractor under the Contract and if thereafter there be any balance outstanding from the Contractor, it shall be recovered in accordance with the provisions of the Contract.

54.6 Any sums in excess of the amounts due to the Corporation and unsold materials, constructional plant, etc. shall be returned to the Contractor, provided always that if cost or anticipated cost of completion by the Corporation of the works or part of the works is less than the amount which the Contractor would have been paid had he completed the works or part of the works, such benefit shall not accrue to the Contractor.

55.0 LIABILITY FOR DAMAGE, DEFECTS OR IMPERFECTIONS AND RECTIFICATION THEREOF

55.1 If the Contractor or his workman or employees shall damage or destroy any part of the building in which they may be working or any building, road, fence, etc. contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work while in progress the Contractor shall upon receipt of a notice in writing in that behalf make the same good at his own expense. If it shall appear to the Engineer-in-Charge or his representative prior to the expiration of the Defects Liability period, that any works has been executed with unsound, imperfect or unskilled workmanship or that any materials or articles provided by the Contractor for execution of the work are unsound or of a quality inferior to that Contracted for, or otherwise not in accordance with the Contract, or that any defect, shrinkage or other faults have appeared or have been detected in the work arising out of defective or improper materials or workmanship, the Contractor shall, upon receipt of a notice in writing in that behalf from the Engineer-in-Charge, forthwith rectify or remove and re-construct the work so specified in whole or in part, as the case may require or as the case may be, and/or remove the materials or articles so specified and provide other proper and suitable materials or articles at his own expense, notwithstanding that the same may have been inadvertently passed, certified and paid for and in the event of his failing to do so within the period to be specified by the Engineer-in-Charge in his notice aforesaid, the Engineer-in-charge may rectify or remove and re-execute the work and/or remove and replace with others the materials or articles complained of, as the case may be, by other means at the risk and expense of the Contractor

55.2 In case of repairs and maintenance works, splashes and droppings from white-washing printing, etc., shall be removed and surfaces cleaned simultaneously with completion of these items of work in individual rooms, quarters or premises, etc., where the work is done, without waiting for completion of all other items of work in the Contract. In case the Contractor fails to comply with the requirements of this condition, the Engineer-in-Charge shall have the right to get the work done by other means at the cost of the Contractor. Before taking such action, however, the Engineer-in-Charge shall give three days notice in writing to the Contractor.

56.0 URGENT WORKS

56.1 If any urgent work (in respect whereof the decision of the Engineer-in-charge shall be final and binding) becomes necessary and the Contractor is unable or unwilling at once to carry it out, the Engineer-in-Charge may be his own or other work people, carry it out as he may consider necessary. If the urgent work shall be such as the Contractor is liable under the Contract to carry out at his expenses all expenses incurred on it by the Corporation shall be recoverable from the Contractor and be adjusted or set off against any sum payable to him.

57.0 CHANGES IN CONSTITUTION

57.1 Where the Contractor is a partnership firm, prior approval in writing of the Accepting Authority shall be obtained before any change is made in the constitution of the firm, where the Contractor is an individual or a Hindu Undivided Family business concern such approval as aforesaid shall likewise be obtained before the Contractor enters into any partnership firm which would have the right to carry out the work hereby undertaken by the Contractor. If prior

approval as aforesaid is not obtained the Contract shall be deemed to have been assigned in contravention of Clause 54.1 hereof and the same action may be taken and the same consequences shall ensure as provided for in the said Clause 54.0.

58.0 TRAINING OF APPRENTICES

58.1 The Contractor shall during the currency of the Contract when called upon by the Engineer-in-Charge engage and also ensure engagement by sub-Contractors and other employed by the Contractors in connection with the Works, such number of Apprentices in the categories mentioned in Schedule-A and for such periods as may be required by the Engineer-in-Charge. The Contractor shall train them as required under the Apprentices Act, 1961 and shall be responsible for all obligations of the employer under the Act including the liability to make payment to Apprentices as required under the Act.

59.0 SUPPLY OF UNFILTERED WATER FOR CONSTRUCTION PURPOSES ONLY

59.1 The Owner shall supply water for construction purposes to the Contractor wherever water is available and the same shall be given to the Contractor at one point to be decided by Engineer-in-Charge.

60.0 LAND FOR CONTRACTOR'S OFFICE, STORE, WORKSHOP ETC.

a) The Engineer-in-charge shall at his discretion and for the duration of execution of the Contract make available at site, land for construction of Contractor's field office, workshop, stores, magazines for explosives in isolated locations, assembling yard, etc. required for execution of the contract as per provision under clause 30.0 levelling and dressing of site, any construction of temporary roads, offices, workshop, etc. as per plan approved by the Engineer-in-charge shall be done by the Contractor at his own cost.

b) On completion of work the Contractor shall handover the land duly cleaned to the Engineer-in-charge. Until and unless the Contractor has handed over the vacant possession of land allotted to him for the above purpose, the payment of his final bill shall not be made. The Contractor shall be made liable to pay for the use and occupation at the rates to be determined by the Engineer-in-charge if the Contractor over stays in the land after the Contract is completed.

61.0 POWER SUPPLY

61.1 Where power supply is available with the Owner for construction purpose the same will be provided at the job site at one point of the distribution system as may be decided by Engineer-in-Charge free of charge for consumption in works. Electricity furnished will be at the prevailing standard voltage of 440 volts, 3 phase, 50 cycles and 230 volts, 1 phase, 50 cycles. Each Contractor shall provide and install all necessary transformers, switchgear, wiring fixtures, bulbs and other temporary equipment for further distribution and utilisation of energy for power and lighting and shall remove the same on completion of the work. Should, however, electricity be used in the Contractors labour/staff colony, the power so consumed shall be charged at the prevailing tariff rate of State Electricity Board as prevalent for that area at the time of award of work; the supply may be withdrawn if the power is used for purposes other than for the work of the project and the Contractor shall not be entitled to any claim whatsoever on account of any such action taken by the Engineer-in-Charge.

62.0 VALUATION AND PAYMENT

62.1 Records and Measurement:

The Engineer-in-Charge shall except as otherwise stated ascertain and determine by measurement the value in accordance with the Contract work done.

62.2 All item having a financial value shall be entered in Measurement Book, level book etc. prescribed by the Corporation so that a complete record is obtained of all work performed under the Contract.

62.3 Measurement shall be taken jointly by the Engineer-in-charge or his authorised representative and by the Contractor or his authorised representative and signed by both parties in token of their correctness and acceptance.

62.4 Before taking measurements of any work the Engineer-in-Charge or the person deputed by him for the purpose shall give a reasonable notice to the Contractor. If the Contractor fails to attend or send an authorised representative for measurement after such a notice or fails to countersign or to record his objection within a week from the date of measurement, then in any such event measurements taken by the Engineer-in-Charge or by the person deputed by him shall be taken to be correct measurements of the work.

62.5 The Contractor shall without extra charge, provide necessary assistance, labour and other things necessary for measurements.

62.6 Measurements shall be signed and dated by both parties each day on the site on completion of measurement. If the Contractor objects to any of the measurements recorded on behalf of the Corporation a note to that effect shall be made in the Measurement Book against the item objected to and such note shall be signed and dated by both parties engaged in taking the measurement. The decision of the Accepting Authority on any such dispute or difference or interpretation shall be final and binding on both the parties and shall be beyond the scope of the settlement of disputes by Arbitration in respect of all Contract items, substituted items, extra items and deviations.

63.0 METHODS OF MEASUREMENT

63.1 Except where any general or detailed description of the work is shown, Bill of Quantities shall deemed to have been prepared and measurements shall be taken in accordance with the procedure set forth in the Schedule of Rates/Specification notwithstanding any provision in the relevant Standard Method of Measurement or any general or local custom. In the case of items which are not covered by the Schedule of Rates/Specification, measurements shall be taken in accordance with the relevant Standard Method of Measurement issued by the Indian Standard Institution.

64.0 PAYMENT ON ACCOUNT

64.1 Interim bills shall be submitted by the Contractor at intervals mentioned in item 64.1 Schedule-A on or before the date fixed by the Engineer-in-Charge for the work executed. The Engineer-in-Charge shall then arrange to have the bills verified by taking or causing to be taken, wherever necessary, the requisite measurements of the work.

64.2 Payment on account for amount admissible shall be made on the Engineer-in-charge certifying the sum to which the Contractor is considered entitled by way of interim payment for the following:

a) all work executed, after deducting therefrom the amounts already paid, the security deposit and such other amounts as may be deductible or recoverable in terms of the Contract.

b) 75% of the cost (assessed by the Engineer- in-Charge) of any materials which are in the opinion of the Engineer-in-Charge reasonably required in accordance with the Contract and have been brought to site for incorporation in the works and are safe-guarded against loss due to any cause whatsoever to the satisfaction of the Engineer-in-charge, but have not been so incorporated; provided the Contractor provides an insurance cover for the full cost of perishable materials.

64.3 The advance payment under (b) above shall be adjusted as and when materials are utilised in the works.

64.4 Payment of the Contractor's bills submitted complete with documents shall be made by the Corporation within 21 days from the date of submission of the bill subject to the acceptance of the Engineer-in-Charge and in the event any likely delay beyond 21 days 75% of amount would be released. Balance 25% with the subsequent months payment.

64.5 Any interim certificate given relating to work done or materials delivered, may be modified or corrected by any subsequent interim certificate or by the final certificate. Issuance of such certificates by Engineer-in-Charge shall however, not in any manner, relieve the Contractor of his responsibilities and obligations under the Contract

64.6 Pending consideration of extension of date of completion interim payments shall continue to be made as herein provided.

65.0 TIME LIMIT FOR PAYMENT OF FINAL BILL

65.1 The final bill shall be submitted by Contractor within three months of physical completion of the works. No further claims shall be made by the Contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payment of these items of the bill in respect of which there is no dispute and of items of dispute, for quantities and at rates as approved by Engineer-in-Charge, shall be made within the period specified hereunder, the period being reckoned from the date of receipt of the bill by the Engineer-in-Charge :

a) Contract amount not exceeding Rs. 5 lakhs – 4 months.

b) Contract amount exceeding Rs. 5 lakhs – 6 months.

65.2 After payment of the amount of the final bill payable as aforesaid has been made, the Contractor may, if he so desires, reconsider his position in respect of the disputed portion of the final bill and if he fails to do so within 90 days, his disputed claim shall be dealt with as provided in the Contract.

66.0 CONTRACT PRICE ADJUSTMENT

66.1 The rates quoted by the Tenderer shall be the Base Price, which will be subjected to Price Adjustments, in accordance with the conditions and formula prescribed herein and further subject to satisfying the requirements specified in this clause only.

66.2 The "Contract Price" (for definition please refer clause No. 3(e) of G.C.C. – "Definitions") as awarded shall be the Base Price, unless otherwise specified.

A certain fixed percentage of the base price shall not be subject to any price adjustment. The balance percentage to be specified shall be of identified Components towards Labour, Material(s) and H.S. Diesel Oil (P.O.L.) and shall be subjected to Price Adjustment.

66.3 The actual amount of price adjustment shall be determined by satisfying the conditions specified herein and shall not exceed the maximum limit as specified in Sub-clause 66.6 herein below.

66.4 Components of Materials, Labour and P.O.L. be predetermined for various categories of works and incorporated in the Conditions of Contract, covered by undernoted formulae :-

$$Vm = W \frac{\frac{X}{100}}{\frac{M1 - M10}{M10}} \quad \text{for Materials}$$

$$Vl = W \frac{\frac{Y}{100}}{\frac{L1 - L10}{L10}} \quad \text{for Labour}$$

$$Vf = W \frac{\frac{Z}{100}}{\frac{F1 - F10}{F10}} \quad \text{for P.O.L.}$$

Where Vm/Vl/Vf represent variation in the prices of materials/labour/POL respectively i.e. increase or decrease in the amount in rupees to be paid or recovered.

W represents cost of work done during the period for which price variation relates, which will be specified in Special Conditions of Contract.

X,Y,Z represents the component as percentage of total value of work for each in Materials/Labour/POL, to be indicated in Special Conditions of Contract.

MI/LI/FI represent the price index/price for material/labour/POL as applicable for the period under consideration.

MI0/LI0/FI0 represent the base price index/price as on the date of opening of Tenders/Bids.

For civil works:

(i) Ml the weightages of principal material viz. bricks, stone aggregate, cement, steel, timber as predetermined for each contract/categories of works are to be specified in the Special Conditions of Contract.

(ii) LI are regulated by Minimum Wages Act provisions of an unskilled adult male majdoor, labour as fixed by Govt. of India or State Govt/Local Admn. whichever is applicable and the higher of these.

(iii) POL is regulated by regulatory price fixed for Petroleum products (Bitumen is not included for Price Variation) depending upon the regulated prices of POL-Diesel for Transport as fixed for respective periods.

NB:- For materials, brick prices variation would be regulated by the rates of Brick Burning coal as fixed on all India basis or ex-coal mines/FOR destinations.

Cement and Steel prices as fixed by respective Cement/Steel authorities or Govt. as the case may be.

Stone aggregate/sand/timber prices are to be regulated by the price Indices published by the RBI for specific subgroups applicable (to be specified from RBI bulletin).

66.5 **For the purposes of computing price variation the following shall apply:**

i) No escalation applicable/payable for Contracts of duration stipulating six months completion period.

ii) Price variation shall become applicable where escalation is caused by any direct result of coming into force any fresh law/statutory act subsequent to the date of receipt of Tender/date of acceptance of Tender where prices are negotiated between date of Tenders and date of their acceptance/award letter, affecting the prices of any items covered under above specified Materials, Labour or POL.

iii) Fixed component Min. 15% is to be deducted from the total value of work in all cases for relevant periods.

iv) Value of Owner issue materials e.g. cement and steel items are to be deducted from total value of work under consideration for price variation clause. To this shall also be added any other services rendered by the Owner as pre specified rates/amount to the Contracting agencies during the period of Contract.

v) Payment of wages to Labour shall be regulated by minimum wages Act provisions and the Contractor should, to the satisfaction of Engineer-in-Charge, provide documentary evidence or otherwise regarding his actual disbursement of wages to Labour.

vi) Amount of secured advance payments on materials during the period to which the variation is being computed the advance payment made for work not measured is also to be deducted.

vii) Value of extra items/substitutions worked out on market rates.

viii) Weightages for various types of works is specified in Special Conditions of Contract.

66.6 The total Price Adjustment(s) shall be without any ceiling unless specified otherwise in Special Conditions of Contract.

66.7 Price Adjustments shall be calculated for the quantum of works executed for the month or the period of the bill as per agreed work schedule. For the purpose of payment/recovery of price variation provisions, the Contractor would be eligible for such claims or shall be liable for refund on the quantum of work scheduled to have been executed in the month or period as per the agreed work schedule of the actual quantum of work done provided always that such quantum of work done is more than or equal to the scheduled quantum of work as per the agreed work schedule. In other words the Contractor shall not be eligible for these claims not liable for payment/refund under these provisions if the work has been delayed beyond the scheduled date (so far reason attributable to Contractor). However, the Contractor would be eligible for claim or liable, for refund for Price Adjustment(s) for quantities of work executed beyond the schedule dates based on the value of indices as applicable to the scheduled dates of execution, for such delayed work provided that if the indices during the extended period are lower than the indices during scheduled dates of execution, then lower indices shall be applicable.

66.8 Additional, altered or substituted items of work, derived from the agreed schedule or Rate (attached in Award Letter) will also attract price adjustment as per this clause. No variation adjustment is payable for the rate/amount of the additional, altered or substituted items of work when derived from or based on Market Rates as per Clause 22.2. No price adjustment for the cost of Owner issue material viz. steel & cement or any other item(s) issued from Owner's store(s) shall be applicable, which are issued at fixed rates to the Contractor.

66.9 Every month after the award of Contract, the Contractor shall submit to the Engineer-in-Charge, a written notice of the changes, if any, that have occurred in the specified indices of Material(s), and Labour or that of Diesel price, during the previous reporting period containing the effective date of such change, the amount of change for the claim of the amount of Contract Price Adjustment with authenticated documentary evidence of the relevant published indices/diesel price to substantiate the price adjustment.

66.10 Provided further that such payment/refund shall not be operative and payable after the Schedule expiry of the Contract Period or authorised extended Contract period or extended date of completion of works or items of Works in question, whichever is earlier.

66.11 In case, the Works, or items of work, or group of items of work, are delayed beyond the schedule date for the work, for reasons attributable to the Contractor, the price adjustment provisions shall not be applicable for the period of time between the schedule date and the actual date, but not for as provided above in sub-clause 66.7.

66.12 For this purpose, the schedule date of works shall be as identified in line with provisions of clause entitled "Time is the Essence of Contract" and/or "The Bar Chart" (which will be discussed and finalised before Award of Work) wherein the separate period of completion has been specified/agreed to for items, or groups of items, or works.

66.13 a) The index relevant for any month will be the arithmatical average of the indices relevant to the three calendar months preceding the month in question.

b) The compensation for escalation shall be worked out at quarterly intervals and shall be with respect to the cost of work done during the previous three months. The first such payment will be made at the end of three months after the month (Excluding) in which the tender was accepted and thereafter at three months interval.

c) In the event the price of materials and/or wages of Labour required for execution of the work decrease(s), there shall be downward adjustment of the Cost of work so that such price of materials and/or wages of Labour shall be deductable from the cost of work under this Contract and in this regard the formula here-in-before stated under clause 66.4 shall mutatis mutandis apply provided that :-

i) no such adjustment for the decrease in the price materials and/or wages of labour afore-mentioned would be made in case of Contracts in which the stipulated period of completion of the work is less than six months.

ii) the Engineer-in-Charge shall otherwise be entitled to lay down the principle on which the provision of this sub-clause shall be implemented from time to time and the decision of the Engineer-in-Charge in this behalf shall be final & binding.

66.14 Tenders specifying provisions other than those specified above run the risk of rejection.

67.0 Loans

67.1 Loans will, subject to availability of funds and, if required by the Contractor, be given as under within six weeks of submission of application by him subject to other conditions being fulfilled and the Engineer-in-charge certifying the sum to which the Contractor is entitled by way of loan.

In case of Contracts valued at under Rs. 20 lakhs.

a) for plant and equipment specifically acquired for the work and brought to Site, at 75% of the purchase price of new machinery; against production of documents in support thereof and subject to the condition that the Engineer-in-charge considers the price reasonable and that such plant and equipment are necessary for the Works and not in excess of requirements and are hypothecated in favour of the Corporation in the form required by the Corporation. Interest on the sum outstanding shall be levied at the percentage mentioned in Schedule 'A'.

Loan against plant and equipment shall in no case exceed 6% of the Contract sum.

In case of Contracts valued at over Rs. 20 lakhs.

b) a lumpsum advance not exceeding 4% of the Contract sum against a guarantee acceptable to the Corporation at the rate of interest mentioned in Schedule-A. The advance shall be utilised for the purpose of this Contract only and for no other purpose.

Provided that if a request for loan is made by the Contractor against both the aforementioned provisions of this Condition, viz. (a) & (b) the total sum be given as loan shall not exceed 8% of the Contract Sum.

67.2 Recovery of the sums loaned against (a) and (b) above and of interest thereon shall be made by deduction from the on account payments referred to in Condition 64 and as mentioned in Schedule 'A' in suitable percentages in relation to the progress, as fixed by the Engineer-in-Charge, so that all the sums loaned with interest thereon shall be fully recovered by the time work amounting to nearly 80% of the Contract Sum is completed. If the amount payable under any-interim bill is not sufficient to cover all deductions to be made for sums loaned and other sums deductible therefrom, the balance outstanding shall be deducted from subsequent interim bill as may be necessary, failing that, as otherwise provided for in the Contract.

67.3 If for any reason, except a default of the Contractor, the work under the Contract is suspended or is to be suspended for more than 15 days, the Contractor shall be at liberty to remove the plant and equipment or any part thereof hypothecated to the Corporation under clause no. 67.0(a) above to any other works site of the Contractor for carrying on his other works, on his furnishing prior to such removal, a bank guarantee acceptable to the Corporation for the amount of the outstanding loan granted under clause 67.0(a) above with interest and undertaking to bring back to the Site, before expiry or the period of suspension, the Plant and Equipment as may be necessary for completion of the Works. If such Plant and Equipment are not brought back, the Contractor shall forthwith repay the amount of the loan outstanding with interest.

68.0 OVERPAYMENTS AND UNDERPAYMENTS

68.1 Whenever any claim for the payment of a sum of money to the Corporation arises out of or under this Contract against the Contractor the same may be deducted by the Corporation from any sum then due or which at any time thereafter may become due to the Contractor under this Contract and failing that under any other Contract with the Corporation or from any other sum due to the Contractor from the Corporation which may be available with the Corporation or from his security deposit; or he shall pay the claim on demand.

68.2 The Corporation reserves the right to carry out post payment audit and technical examination, of the final bill including all supporting vouchers, abstracts, etc. The Corporation further reserves the right to enforce recovery of any overpayment when detected, not withstanding the fact that the amount of the final bill may be included by one of the parties as an item of dispute before an arbitrator appointed under Condition 69.0 of this Contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award.

68.3 If as a result of such audit and technical examination any overpayment is discovered in respect of any work done by the Contractor or alleged to have been done by him under the Contract, it shall be recovered by the Corporation from the Contractor by any or all of the methods prescribed above if any under payment is discovered, the amount shall be duly paid to the Contractor by the Corporation.

68.4 Provided that the aforesaid right of the Corporation to adjust overpayments against amounts due to the Contractor under any other Contract with the Corporation shall not extend beyond the period of two years from the date of payment of the final bill or in case the final bill is MINUS bill, from the date the amount payable by the Contractor under the MINUS final bill is communicated to the Contractor.

68.5 Any amount due to the Contractor under this Contract as underpayment may be adjusted against any amount against this Contract or any other dues which may at any time, thereafter become due before payment is made to the Contractor, from him to the Corporation on any other Contract or account whatsoever.

69.0 ARBITRATION AND LAWS

69.1 Arbitration

Except where otherwise provided for in the Contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever is any way arising out of or relating to the Contract, designs drawings, specifications, estimates, instructions, orders or these Conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the General Manager of Power Grid Corporation of India Ltd., and if the General Manager is unable or unwilling to act, to the sole arbitration of some other person appointed by the Chairman & Managing Director, Power Grid Corporation of India Ltd., willing to act as such arbitrator. There will be no objection if the arbitrator so appointed is an employee of Power Grid Corporation of India Ltd., and that he had to deal with the matters to which the Contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute or difference. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason as aforesaid at the time of such transfer, vacation of office or inability to act. Chairman and Managing Director, Power Grid Corporation of India Ltd., shall appoint another person to act as arbitrator in accordance with the terms of the Contract. It also a term of this Contract that no person other than a person appointed by CMD, POWERGRID, as aforesaid should act as arbitrator and if for any reason, that is not possible, the matter is not to be referred to arbitration at all.

The above shall except otherwise stipulated apply to Contracts whose value does not exceed Rs. fifty lakhs. For Contract value exceeding Rs. fifty lakhs in the event of any differences/disputes which cannot be resolved amicably. The aggrieved party as Claimant shall serve a notice of his/their disagreement/dispute having arisen on the opposite party (respondent) calling upon the Latter to nominate his/their nominee as arbitrator within one month of the date of such notice and that in the event of failure in nominating arbitrator by the Respondent within 30 days of the Notice by the Claimant, the arbitrator

nominated by the Claimant shall become the Sole Arbitrator. Where, however, if both the party nominates one arbitrator each i.e. Contractor nominates one person to act as arbitrator and POWERGRID nominates one arbitrator. As required under Indian Arbitration Act 1940 both the arbitrators shall appoint umpire, before entering into the reference of disagreement / disputes before the two arbitrators enter into the reference.

Subject as aforesaid the provision of the Arbitration Act, 1940 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is a term of the Contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.

The arbitrator(s) may from time to time with consent of the parties enlarge the time, for making and publishing the award.

The work under the Contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the Contractor shall be withheld on account of such proceedings.

The Arbitrator/Arbitrators shall be deemed to have entered on the reference on the date he/they issue notice to both the parties fixing the date of hearing and holding the arbitration proceedings referred to him/them.

The venue of arbitration shall be such place as may be fixed by the Arbitrators in his/their sole discretion.

The Award of the arbitrators/umpire as the case may be shall be final, conclusive and binding on all parties to his Contract.

The cost of arbitration shall be borne by the parties to the dispute, as may be decided by the arbitrators.

In the event of dispute or differences arising between one public sector enterprise and a Govt. Department or between two public sector enterprises the above stipulations shall not apply. The provisions of BPE office memorandum No. BPE/GL-001/76/MAN/2 (110-75-BPE (gmi-1)) dated 1st January 1976 or its amendments for arbitration shall be applicable.

70.0 LAWS & JURISDICTION OF CONTRACT

70.1 This contract shall be governed by the Indian Laws for the time being in force.

70.2 The laws applicable to the Contract shall be the laws in force in India. The courts of Delhi shall have exclusive jurisdiction in all matters arising under the Contract, including execution of arbitration awards under clause 69.0 contained here in.

TENDER

To

Power Grid Corporation of India Ltd.
(……)

(Hereinafter referred to as the Corporation)

I/We have read and examined the following documents relating to

_____
(Name of the works)

a) Notice Inviting Tender

b) Schedules A, B, C

c) Technical Specifications

d) Drawings

e) General Conditions of Contract including Contractors' Labour Regulations, Model Rules for Labour Welfare and Safety Code appended to these conditions together with the amendments thereto Nos. 1 to _____, if any.

f) Special Conditions of Contract.

g) CPWD – DSR – 1989 Schedules of Rates (referred in the General Conditions of Contract as Schedule of Rates).

I/We hereby tender for execution of the works referred to in the aforesaid documents upon the terms and conditions contained or referred to therein and in accordance in all respects with the specifications, designs, drawings and other relevant details at the rates contained in Schedule 'A' and within the period(s) of completion as stipulated in Schedule 'A'.

In consideration of I/We being invited to tender, I/We agree to keep the tender open for acceptance for _____ days from the due date of submission thereof and not to make any modifications in its terms and conditions which are not acceptable to the Corporation.

A sum of Rs. _____ is hereby forwarded in Cash/Demand Draft payable at New Delhi/Deposit at Call Receipt of State Bank of India or a Nationalised Bank or any Scheduled Bank as earnest money. If I/We fail to keep the tender open as aforesaid or make any modifications in the terms and conditions of the tender which are not acceptable to the Corporation, I/We agree that the Corporation shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Should this tender be accepted. I/We hereby agree to abide by and fulfill all the terms, conditions and provisions of the aforesaid documents.

If, after the tender is accepted, I/We fail to commence the execution of the works as provided in the Conditions, I/We agree that the Corporation shall without prejudice to any other right or remedy be at liberty to forfeit the said earnest money absolutely.

Signature in the capacity of …….

Duly authorized to sign the tender on behalf of the (in block capitals) …….. ……..

Dated ……..

Postal Address …….. ……..

Telegraphic Address ……

Telephone No. …….

Witness ……..

Date ……

Address …….

……

SCHEDULE-A

REFERENCE TO GENERAL CONDITIONS OF CONTRACT

Clause No. of GCC		
1.0 (b)	Accepting Authority	Executive Director., POWERGRID or his authorized executive, Nagpur.
1.0 (i) (iv)	Authority competent to decide if "any other cause" of delay is beyond Contractor's control	G.M. (_____)
1.0 (j)	Market Rate percentage addition to cover over heads and profit	15 per cent
9.0 of NIT & 14.0 of GCC	Earnest money	
	a) Estimated cost of the works	Rs. _____
	b) Earnest money 2% of the estimated cost of the works subject to the maximum of Rs. 50,000/-	Rs. _____
22. (iii)	Schedule of Rates applicable	
22 (vi)A	DEVIATION LIMIT FOR ITEMS OF WORKS OTHER THAN THOSE BELOW GROUND SURFACE	
22(vi) a	Permissible deviation limit for any contract item, sub-stituted item in excess of the original value of item.	25% for individual item. However, limit of deviation for overall Contract value shall be 25%.
22 (vi) b	Permissible deviation limit for items of works not alre-ady included in the Contract.	25 per cent
22 (vi) B	DEVIATION LIMIT FOR ITEM OF WORK BELOW GROUND SURFACE	
22 (vi) a	Permissible deviation limit for an individual trade item.	100 per cent

23	Suspension of work.	
23 (b) (iii)	Percentage payable to cover Contractor's indirect expenses for suspension exceeding thirty days and not exceeding 3 months	4 per cent
23 (c)	Percentage payable to cover Contractor's indirect expenses for suspension exceeding 3 months	5 per cent
28.2	Distribution return of number and description by trades of workmen employed on works to be submitted to Engineer-in-Charge	FORTNIGHTLY
44	Authority competent to reduce compensation	C.M.D., POWERGRID or his authorized executive.
46	Defects Liability Periods	12 Months
58	Training of apprentices	Maximum number to be engaged as per the Apprentice Act, 1961
	Category	
	(a)	
	(b)	
	(c)	
	etc.	

64.1	Interim bills		Monthly
67.1	Loans		
	a)	Interest per annum on sum advanced for purchase of Plant & Equipment	18% (Eighteen per cent)
	b)	Ditto-as lump sum advance	18% (Eighteen per cent)
		Recovery of Loans to be effected	Monthly
69.0	Authority for appointing arbitrator		Chairman & Managing Director, POWERGRID

SCHEDULE-'B'

MATERIAL TO BE ISSUED TO THE CONTRACTOR
(See Condition 15)

S.No.	Particulars	Rate at which material will be issued		Qty.	Place of Issue
		Unit	Rs.		
1.	2.	3.	4.	5.	6.
1.	Cement	MT			Project Stores or nearest Railhead
2.	Reinforcing Steel				
	a) Mild Steel upto 12 mm dia (Rounds)	MT			Project Stores or nearest Railhead
	b) Mild Steel above 12 mm dia (Rounds)	MT			Project Stores or nearest Railhead
	c) Tor Steel of all dia	MT			Project Stores or nearest Railhead
3.	Structural Steel				
	a) Plates	MT			Project Stores or nearest Railhead
	b) Rolled Section	MT			Project Stores or nearest Railhead

Signature of Issuing Officer ……. Signature of Contractor ……

Date …….. Date ……

SCHEDULE-C

TOOLS AND PLANT TO BE HIRED TO THE CONTRACTOR

(See Conditions 14 & 34A)

Sl. No.	Particulars	Number available	Hire Charges per unit per working day Rs.	Frequency of main-tenance	Value per unit	Place of issue	Number Reqd. by the Contra-ctor

Tools and Plants are not expected to be hired out to the Contractor, if, however, any tools and plants are available at the time of performing the work the same may be hired out at rates to be decided by the Engineer-in-Charge. The Corporation reserves the right not to hire out any T&P or withdraw at any time such T&P hired out.

The Contractor shall ask the Engineer-in-Charge the value of Tools & Plants for which these have to be insured and carry out the insurance accordingly in case insurance not available with POWERGRID.

Signature of Issuing Officer ……. Signature of Contractor ……

Date …….. Date ……

PROFORMA BANK GUARANTEE IN LIEU OF EARNEST MONEY

(On Non-Judicial Stamp Paper)

(Condition No. 9.0, NIT)

(Please refer Annexure-I (ITB), Instruction to Bidders, Vol. IA of the Bidding Documents)

FORM OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT IN INDIVIDUAL CONTRACT

(On Non-Judicial Stamp Paper)

(Condition No. 14.0)

(Please refer Annexure-I (SCC), Special Conditions of Contract, Vol. IB of the Bidding Documents)

PROFORMA BANK GUARANTEE FOR LUMPSUM ADVANCE

(On Non-Judicial Stamp Paper of Appropriate Value)

To
Power Grid Corporation of India Ltd.
Sampriti Nagar, Nari Ring Road,
P.O. Uppalwadi, Nagpur – 440 026

In consideration of Power Grid Corporation of India Ltd., (_____) having its Registered Office at B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi-110016 (hereinafter called "the Owner" which expression shall unless repugnant to the subject or context include its successors and assigns) having agreed under the terms and conditions of the Award Letter No. 01/CC/ / AI dated_____ issued by the Owner which have been unequivocally accepted by _____ in connection with the work of " _____" Specification No. CC _____ (hereinafter called "the said Contract") to make at the request of the Contractor a lumpsum advance of Rs. _____/- (Rupees _____ only) for utilizing it for the purpose of the Contract on his furnishing a guarantee acceptable to the Owner. We, _____ Bank incorporated _____ and having one of our branches at _____ (hereinafter referred to as "the said Bank") do hereby guarantee the due recovery by the Owner of this said advance with interest thereon as provided according to the terms and conditions of the Contract. If the said Contractor fails to utilize the said advance for the purpose of the Contract and/or the said advance together with Interest thereon as aforesaid is not fully recovered by the Owner, We, _____ Bank hereby unconditionally and irrevocably undertake to pay to the Owner on demand and without demur to the extent of the said sum of Rs. _____/- (Rupees _____ _____ only), any claim made by the Owner on us for the loss or damage caused to or suffered by the Owner by reason of the Owner not being able to recover in full the said sum of Rs. _____/- (Rupees _____) with interest as aforesaid.

We, _____ Bank further agree that the Owner shall be the sole judge of and as to whether the said Contractor has not utilized the said advance or any part thereof for the purpose of the Contract and the extent of loss or damage caused to or suffered by the Owner on account of the said advance together with interest not being recovered in full and that the said Contractor has not utilized the said advance or any part thereof for the purpose of the Contract and as to the amount or amounts of loss or damage caused to or suffered by the Owner shall be final and binding on us.

We, the said Bank, further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and till the said advance with interest has been fully recovered and its claims satisfied or discharged and till Owner certifies that the said advance with interest has been fully recovered from the said Contractor, and accordingly shall have no claim under this Guarantee after 30 (thirty) days from the date of satisfactory completion of the said Contract (as per the mutually agreed Work schedule) i.e. upto and inclusive of _____ (date) unless a notice of the claim under this Guarantee

has been served on the Bank before the expirty of the said period i.e. _____ (date) in which case the same shall be enforceable against the Bank notwithstanding the fact, that the same is enforced after the expiry of the said period.

The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee or Indemnity, from time to time, to vary and of the terms and conditions of the said Contract or to extend time of performance by the said Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said Contractor and either to enforce or forbear from enforcing any of the terms and conditions governing the said Contract or the advance available to the Owner and the said bank shall not be released from its liability under these presents by an exercise by the Owner of the liberty with reference to the matters aforesaid or by reasons of time being given to the said Contractor or any other forbearance, act or omission on the part of the Owner or any indulgence by the Owner to the said Contractor on of any other matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so releasing the Bank from its such liability.

It shall not be necessary for the Owner to proceed against the Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the bank notwithstanding any security, which the Owner may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Owner in writing and agree that any change in the Constitution of the said Contractor or the said Bank shall not discharge our liability hereunder.

If any further extension of this Guarantee is required the same shall be extended to such required periods on receiving instructions from M/s _____ on whose behalf this Guarantee is issued.

Notwithstanding anything contained herein before our liability under this Guarantee is restricted to Rs. _____/- (Rupees _____ only) together with interest. Our undertaking shall commence from the date of execution and shall remain in force upto _____

Dated this _____ day of _____ 19 _____

In presence of

For and on behalf of (the Bank)

WITNESS

1. _____ Signature _____

2. _____ Name _____

Designation _____

Authorisation No. _____

Seal of the Bank _____

The above guarantee is accepted by the Owner

For and on behalf of the Power Grid Corporation of India Ltd.
(_____)

NOTES :

*** FOR PROPERIETORY CONCERNS**

Shri _____ son of _____ resident of _____ carrying on business under the name and style of _____ at _____ (hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include his heirs, executors, administrators and legal representatives).

FOR PARTNERSHIP CONCERNS

*M/s _____ a partnership firm with its office _____ (hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include their heirs, executors, administrators and legal representatives); the names of their partners being

(i) Shri _____ S/o _____

(ii) Shri _____ S/o _____

FOR COMPANIES

*M/s _____ a company under the Companies Act, 1956 and having its registered office _____ in the State of _____ (hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include its administrators, successors and assigns).

FORM OF BANK GUARANTEE FOR REMOVAL OF PLANT AND EQUIPMENT FROM THE SITE

(ON NON JUDICIAL STAMP PAPER)

(Condition No. 67.0)

To

Power Grid Corporation of India Ltd.
(_____)

If consideration of the POWERGRID (……) hereinafter called "the Owner" which expression shall unless repugnant to the subject of context include his successors and assigns) having agreed under the terms and conditions of Contract No. _____ dated _____ made between _____ * _____ and the Owner in connection with _____ (hereinafter called "the said Contract") to permit the Contractor to remove the plant and equipment mentioned in this schedule hereto hypothecated to the Owner as security against a loan of
Rs. _____ with interest as provided in the Contract granted to the Contractor by the Owner from the site to any other works of the Contractor on his furnishing an acceptable Bank guarantee, we the _____ Bank (hereinafter referred to as "the said Bank") and having our registered office at _____ do hereby undertake and agree to indemnify and keep indemnified the Owner from time to time to the extent of Rs. _____ (Rupees _____ only) against any loss or damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Owner by reason of the Contractor failing to bring back to the site the said plant and equipment or any part thereof and to unconditionally pay the amount claimed by the Owner on demand and without demur to the extent aforesaid.

We _____ Bank further agree that the Owner shall be the sole judge of and as to whether the said contractor has failed to bring the said plant and equipment or any part thereof back to the site and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Owner on account thereof and the decision of the Owner that the said Contractor has so failed and as to the amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Owner from time to time shall be final and binding on us.

We, the said bank further agree that the Guarantee herein contained shall remain in full force and effect till the Owner certifies that the said plant and equipment have been brought back to the site or the said loan on Rs. _____ with interest has been repaid to the Owner in full and accordingly discharges the Guarantee subject, however, that the Owner shall have no claim under this Guarantee after _____ years of the date of completion of the Contract or from the date of cancellation of the said Contract, as the case may be unless a notice of the claim under this Guarantee has been served on the Bank before the expiry of the said period of _____ years in which case the same shall be enforceable against the Bank notwithstanding the fact that the same is enforced after the expiry of the said period of _____ years.

The Owner shall have the fullest liberty without effecting in any way the liability of the Bank under this Guarantee or indemnify, from time to time to vary any of the terms and conditions of the said Contract or the loan or to extend time of performance by the said Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said Contractor and either to enforce or forbear from enforcing any of the terms and conditions governing the said Contract or securities as available to the Owner and the said Bank shall not be released from its liability under these presents by any exercise by the Owner of the liberty with reference to the matter aforesaid or by reason of time being given to the said Contractor or any other forbearance, act or omission on the part of the Owner or any of the Owner or any indulgence by the Owner to the said Contractor or of any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the Bank from its such liability.

It shall not be necessary for the Owner to proceed against the Contractor before proceeding against the bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which the Owner may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the Bank hereunder be outstanding or unrealised.

We, the said bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Owner, in writing and agree that any change in the Constitution of the said Contractor or the said bank shall not discharge our liability hereunder :

Date this _____ day of _____ 19 _____

For and on behalf of the Bank _____

Common seal of the bank _____

Signature _____

In presence of

WITNESS :

1. _____ Designation _____

2. _____ Authorisation No. _____

The above Guarantee is accepted by the
Power Grid Corporation of India Ltd.
(_____)

For and on behalf of the
(Power Grid Corporation of India Ltd.)
(_____)

Dated _____
(Name and designation)

NOTE :

For proprietory Concerns

Shri _____ son of _____ resident of _____ carrying on business under the name and style of _____ at _____ (hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include his heirs, executors, administrators and legal representatives).

For Partnership Concerns

M/s _____ a partnership firm with its office at _____ (hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include their respective heirs, executors, administrators and legal representatives); the name of partners being (i) Shri _____ S/o _____ (ii) Shri _____ S/o _____ etc.

For Companies

M/s _____ a company registered under the Companies Act, 1956 and having its registered office at _____ in the state of _____ (hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include its administrators, successors and assigns).

FORM OF HYPOTHECATION DEED
(On Non-Judicial Stamp Paper of Appropriate Value)
[Condition No. 67.0 (a)]

THIS INDENTURE made this _____ day of _____ 20 _____ BETWEEN _____ * _____ of the one part and Power Grid Corporation of India Ltd. (_____) hereinafter called "the Corporation" which expression shall unless the context requires otherwise include his successors and assigns of the other part :

WHEREAS under Condition 67 (a) of the General Conditions of Contract relating to the terms and condition of its Award letter No. 01/CC/ /AL dated _____ which have been unequivocally accepted by the Contractor, the Contractor has applied to the Corporation for a loan of Rs. _____ (Rupees _____ _____ only) for plant and equipment described in the Schedule hereto specifically acquired by the Contractor for the works and brought to site.

AND WHEREAS one of the conditions on which the said loan of Rs. _____ is to be granted by the Corporation to the Contractor is that the Contractor shall hypothecate the plant and equipment described in the Schedule hereto in favour of the Corporation as security for the due repayment of the said loan.

AND WHEREAS the Contractor has represented that he is the Owner of the plant and equipment described in the Schedule hereto and the same is free from encumbrances.

NOW THIS INDENTURE WITNESSETH THAT in pursuance of the said agreement and in consideration of the premises the Contractor both hereby hypothecate, assign and transfer to the Corporation the Plant and equipment described in the Schedule hereto the intent that the same shall remain and form security for repayment to the Corporation of the said loan of Rs. _____ together with the interest thereon at _____ % per annum.

1. The Contractor hereby agrees, declares and covenants with the Corporation as follows :-

   a) The Contractor shall repay to the Corporation the said loan of Rs. _____ (Rupees _____ only) together with interest thereon as aforesaid by and agrees that the said loan be recovered by the Corporation by making deductions in the manner provided in Condition 67 of the General Conditions of Contract and other conditions of the Award letter from the claims made by the Contractor against the Corporation for on account payment.

   b) The Contractor has paid in full the purchase price of the Plant & Equipment described in the Schedule hereto and each and every one of them and that the same are the absolute property of the Contractor and that the same have not been sold, pledged, mortgaged or transferred or in any way dealt with, by the Contractor.

   c) So long as any amount remains payable to the Corporation by the Contractor in respect of the said loan of Rs. _____ the Contractor shall not sell, pledge, hypothecate transfer, part with or in any way deal with the Plant and Equipment described in the Schedule hereto.

d) If the said loan of Rs. _____ shall not be repaid by the Contractor or recovered in the manner described above the said _____ day of _____ due to any reason whatsoever of the said Contract has been determined earlier or cancelled or if the Contractor shall sell, pledge, mortgage, transfer, part with or in any way deal with the said plant and equipment or any part thereof or the Contractor or any of the partners is adjudged insolvent or the Contractor is to be wound up or makes any composition or arrangement with its creditors or the Contractor shall commit breach of any of the terms and conditions or covenants as herein contained or if any of the said plant and equipment or if any other property whatsoever belonging to the contractor has been sold or attached for a period of not less than 21 days in execution of the decree of any court for payment of money, the whole of the said loan of Rs. _____ or such part thereof as may have remained unpaid or unrecovered together with interest thereon shall forthwith become due and payable.

e) The Corporation may on the happening of any of the events mentioned in the preceding clause (d) or in the event of the said loan or any part thereof becoming due and payable and has not been paid or recovered or cannot be recovered as provided in the said conditions, seize and take possession of the said plant and equipment (and either remain in possession thereof without removing the same or else may remove the same) and sell the said plant and equipment or any of them either by public auction or private Contract and may out of the sale proceeds retain the balance of the said loan and interest thereon remaining unpaid and unrecovered and all costs, charges and expenses and payments incurred or made in maintaining, defending or protecting the rights of the Corporation hereunder and shall pay over the surplus, if any, to the Contractor.

f) The Contractor shall at all times during the continuance of the security and at the expense of the Contractor insure and keep insured the plant and equipment described in the Schedule hereto for the full value thereof in the joint names of the Contractor and the Corporation with an insurance company to be approved by the Engineer-in-Charge against the risk of loss or damage from whatever cause arising other than the Excepted Risks. During the continuance of the security the Contractor shall pay all premiums and sums of money necessary for keeping such insurance on foot and the insurance policy and receipts in original for premiums paid shall be deposited with the Engineer-in-Charge. The Contractor shall assign all his rights, title and interest in the policy to the Corporation.

g) The Contractor shall not permit or suffer the said plant and equipment or any part thereof to be destroyed or damaged or used or to be used or to deteriorate in a greater degree than it would deteriorate by reasonable wear and tear thereof in the performance of the Contract.

h) In the event of any damage or loss happening to the said plant and equipment or any part thereof from whatsoever cause other than the Excepted Risks the Contractor shall forthwith have the same repaired or replaced as the case may be or arrange for payment of the entire amount recovered or to be recovered from the insurance company to the Corporation towards the payment of the said loan of Rs. _____

2. Upon repayment or recovery in full of the amount secured on account of his hypothecation deed the said plant and equipment secured hereunder shall stand released from hypothecation but this is without prejudice to the right of the corporation under any other Conditions of the Contract.

SCHEDULE ABOVE REFERRED TO

Sl. No.	Particulars of PLANT & EQPT.	Nos.	Purchase price/price considered reasonable by Engineer-in-Charge	Total Price	Advance (75% of Col. 5)

IN WITNESS WHEREOF the parties hereto have executed these presents on the day and your first above written.

Signed and delivered
by the with named _____
(Contractor) _____

Signed by Shri _____
(Name & Designation)

in the presence of :

1. _____
2. _____

_____
(For and on behalf of National
Power Grid Corporation of India Ltd.)
(_____)

(1) _____
(2) _____

*** NOTE**

For Proprietory Concerns

Shri _____ son of _____ resident of _____ carrying on business under the name and style of _____ at _____ (hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include his heirs, executors, administrators and legal representatives).

For Partnership Concerns

M/s _____ a partnership firm having its registered office at _____ (hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include their respective heirs, executors, administrators and legal representative) the partners of the firm being

(i) Shri _____ S/o _____

(ii) and Shri _____ S/o _____

For Companies

M/s _____ a company under the Companies Act, 1956, and having its registered office at _____ in the State of _____ (hereinafter called "The said Contract" which expression shall unless the context requires otherwise include its successors and assign).

MODEL RULES FOR LABOUR WELFARE

(See Condition 28.0)

1. Definitions:

a) 'Workplace' means a place at which, on an average, twenty or more workers are employed.

b) 'Large Workplace' means a place at which, on an average, 500 or more workers are employed.

2. **First Aid:** At every workplace, there shall be maintained in a readily accessible place first aid appliances including an adequate supply of sterlised dressings and sterilized cotton wool as prescribed in the Factory Rules of the State in which the work is carried on. The appliances shall be kept in good order and, in large work-places, they shall be placed under the charge of a responsible person who shall be readily available during working hours.

At large workplaces, where hospital facilities are not available within easy distance of the Works First Aid Posts shall be established and be run by a trained compounder.

Where large workplaces are remotely situated and far away from regular hospitals, an indoor ward shall be provided with one bed for every 250 employees.

Where large workplaces are situated in cities, towns or in their suburbs and no beds are considered necessary owing to proximity of city or town hospitals, suitable transport shall be provided to facilitate removal of urgent cases to these hospitals. At other workplaces, some conveyance facilities shall be kept readily available to take injured person or persons suddenly taken seriously ill, to the nearest hospital.

At large workplaces there shall be provided and maintained an ambulance room of the prescribed sizes, containing the prescribed equipment and in the charge of such medical and nursing staff as may be prescribed. For this purpose the relevant provisions of the Factory Rules of the State Government of the area where the work is carried on, may be taken as the prescribed standard.

3. Accommodation for Labour: The Contractor shall during the progress of the works provide, erect and maintain necessary temporary living accommodation and ancillary facilities for labour at his own expense and to standards and scales as approved by the Engineer-in-Charge.

4. Drinking Water: In every workplace, there shall be provided and maintained at suitable places, easily accessible to labour, a sufficient supply of cold water fit for drinking.

Where drinking water is obtained from an intermittent public water supply each workplace shall be provided with storage where drinking water shall be stored.

Every water supply storage be at a distance of not less than 15 meters from any latrine, drain or other source of pollution. Where water has to be drawn from an existing well, which is within such proximity of latrine, drain or any other sources of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust and waterproof.

A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

5. **Washing and Bathing Places:** Adequate washing and bathing places shall be provided separately for men and women. Such places shall be kept in clean and drained condition.

6. **Scale of Accommodation in Latrines and Urinals:** There shall be provided within the precincts of every workplace latrines and urinals in an accessible place, and the accommodation, separately for each of these, shall not be less than at the following scales:

		No. of Seats
a)	Where number of persons does not exceed 50	2
b)	Where number of persons exceeds 50 but does not 100	3
c)	For additional persons	3 Per 100 or part thereof

In particular cases, the Engineer-in-Charge shall have the power to increase the requirement, where necessary.

7. **Latrines and Urinals:** Except in workplaces provided with water flushed latrines connected with a water-borne sewage system, all latrines shall be provided with receptacles on dry-earth system which shall be cleaned at least four times daily and at least twice during working hours and kept in a strictly sanitary condition. Receptacles shall be tarred inside and outside at least once a year.

If women are employed, separate latrine and urinals, screened from those for them and marked in the vernacular in conspicuous letters "For women only" shall be provided on the scale laid down in rule 6. Those for men shall be similarly marked "For Men Only". A poster showing the figure of a man and of a woman shall also be exhibited at the entrance to latrines for each sex. There shall be adequate supply of water close to latrines and urinals.

8. **Construction of Latrines:** Inside walls shall be constructed of masonry or other non-absorbent material and shall be cement-washed inside and outside at least once a year. The dates of cement washing shall be noted in a register maintained for the purpose and kept available for inspection. Latrine shall have at least thatched roof.

9. **Disposal of Excreta:** Unless otherwise arranged for by the local sanitary authority, arrangement for proper disposal of excreta by incineration at the workplace shall be made by means of a suitable incinerator approved by the local medical, health and municipal or cantonment authorities. Alternatively excreta may be disposed off by putting a layer of night soils at the Bottom of pucca tank prepared for the purpose and covering it with a 15 cm layer of waste or refuse and then covering it with a layer of earth for a fortnight (when it will turn into manure).

The Contractor shall, at his own expense, carryout all instructions issued to him by the Engineer-in-Charge to effect proper disposal of soil and other conservancy work in respect of Contractor's work-people or employees on the Site. The Contractor shall be responsible for payment of any charges which may be levied by municipal or cantonment authority for execution of such work on his behalf.

10. **Provision of shelters during rest:** At every workplace there shall be provided, free of cost, four suitable sheds, two for meals and two others for rest, separately for use of men and women labour. Height of each shelter shall not be less then 3 metres from floor-level to lowest part of roof. Sheds shall be kept clean and the space provided shall be on the basis of at least 0.5 sq.m. per head.

11. **Creches:** At a place at which 20 or more women workers are ordinarily employed-there shall be provided at least one hut for use of children under the age of 6 years belonging to such women. Huts shall not be constructed to a standard lower than that of thatched roof, mud floor and wall with wooden planks spread over mud floor and covered with matting. Huts shall be provided with suitable and sufficient openings, for light and ventilation. There shall be adequate provision of sweepers to keep the places clean. There shall be two dais in attendance. Sanitary utensils shall be provided to the satisfaction of local medical health and municipal or cantonment authorities, Use of huts shall be restricted to children, their attendants and mothers of children.

Where the number of women workers is more than 25 but less than 50, the Contractor shall provide at least one hut and one Dai to look after children of women workers.

Size of creche(s) shall vary according to the number of women workers employed. Creches shall be properly maintained and necessary equipment like toys etc. provided.

12. **Canteen:** A cooked food canteen on a moderate scale shall be provided for the benefit of workers wherever it is considered necessary.

13. Planning, setting and erection of the above mentioned structures shall be approved by the Engineer-in-Charge, and the whole of such temporary accommodation shall at all times during the progress of the works be kept tidy and in a clean and sanitary condition to the satisfaction of the Engineer-in-charge and at the Contractor's expense. The Contractor shall conform generally to sanitary requirements of local medical, health and municipal or cantonment authorities and at all times adopt such precautions as may be necessary to prevent soil pollution of the Site.

On completion of the Works the whole of such temporary structures shall be cleared away, all rubbish burnt, excreta or other disposal pits or trenches filled in and effectively sealed of and the whole of site left clean and tidy to the entire satisfaction of the Engineer-in-Charge and at the Contractor's expenses.

14. **Anti Material Precautions:** The Contractor shall at his own expense conform to all anti-material instructions given to him by the Engineer-in-Charge including filling up any pits which may have been dug by him.

15. **Enforcement:** The Inspecting Officer mentioned in the Contractors Labour Regulations or any other officer nominated in his behalf by the Engineer-in-charge shall report to the Engineer-in-Charge all cases of failure on the part of the Contractor and/or his sub-Contractors to comply with the provisions of these Rules either wholly or in part and the Engineer-in-Charge shall impose such fines and other penalties as are prescribed in the conditions.

16. **Interpretations etc. :** On any question as to the application, interpretation or effect of these Rules, the decision of the Chief Labour Commissioner or Deputy Chief Labour Commissioner (Central) shall be final and binding.

17. **Amendments:** Government may, from time to time, add to or amend these Rules and issue such directions as it may consider necessary for the proper implementation of these Rules or for the purpose of removing any difficulty which may arise in the administration thereof.

REGISTER OF WORKMEN

(Regulation 7)

i) Name and address of the Contractor _____

ii) Number and date of the Contract _____

iii) Name and address of the Department awarding the Contract _____

iv) Nature of the Contract and location of the work _____

v) Duration of the Contract _____

Sl. No.	Name & Surname of worker	Age & sex	Father's/ Husband's name	Nature of employment Designation	Permanent/ Home address of employee (village, dist., thana)	Present address	Date of commencement of employment	Date termination of leaving of employment	Signature or thumb impression of the Employee
1	2	3	4	5	6	7	8	9	10

ANNEXURE-K

EMPLOYMENT CARD

(Regulation 8)

i) Name and Sex of the worker _____

ii) Father's/Husband's Name _____

iii) Address _____

iv) Age or Date of Birth _____

v) Identification marks _____

Particulars of next of kin (wife/husband and children, if any, or of dependent next of kin in case the worker has no wife/husband or child) :-

Name _____

Full Address of Dependents
(Specify Village, Distt. and State) _____

Sl. No.	Name & Address of employer (specify whether a Contractor or a Sub Contractor	Particulars of location of work site and description of work done.	Total period for which the worker is employed (from ….. to ……..)	Actual number of days worked	Leave taken (No. of day should be specified)	Nature of work done by the worker	Wage period	Wage rate with particulars of unit in case of	Total wages earned worker during the period shown under col. 5
1	2	3	4	5	6	7	8	9	10

N.B. : For a worker employed at one time on piece work basis and at another on daily wages, relevant entries in respect of each type of employment should be made separately.

REGISTER OF DEDUCTIONS FOR DAMAGES OF LOSS CAUSED TO THE CORPORATION BY THE NEGLECT OR DEFAULT OF THE EMPLOYED PERSONS

[Regulation No. 10(vii)]

Sl. No.	Name	Father's/ Husband's name	Sex	Dept.	Damage or loss caused with date	Whether worker showed cause against deduction, if so, enter date	Date & amount of deduction imposed	Number instalment, if any,	Date on which total amount realized	Remarks
1	2	3	4	5	6	7	8	9	10	11

Sl. No.	Name	Father's/ Husband's name	Sex	Dept.	Nature & date of the offence for which fine imposed	Whether workman showed cause against fine or not, if so, enter date	Rate of wages	Date & amount of fine	Date on which fine imposed	Remarks
1	2	3	4	5	6	7	8	9	10	11

RATE SLIP

(Regulation 9)

i) Name of the Contractor _____

ii) Place _____

_____

1. Name of the worker with father's/husband's name.
2. Nature of Employment
3. Wage Period
4. Rate of Wages Payable
5. Total attendance/Unit of work done
6. Dates on which overtime worked
7. Overtime Wages
8. Gross Wages Payable
9. Total Deductions (indicating nature of deductions)
10. Net Wages Payable

_____

Employees' Signature/
Thumb Impression

Contractor's Signature/
Thumb Impression.

FORM OF BANK GUARANTEE FOR OWNER ISSUE MATERIALS

(On Non-Judicial Stamp paper should be in name of issuing bank and to be stamped in accordance with Stamp Act)

Ref. No. ……. B.G. No. ……..

Date …….

To

Power Grid Corporation of India Ltd.
(A Government of India Enterprise)
Sampriti Nagar, Nari Ring Road,
P.O. Uppalwadi, Nagpur – 440 026

In consideration of the Power Grid Corporation of India Ltd. ……. having its registered office at B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi-110016 (INDIA) (hereinafter called the "POWERGRID" or "Corporation" or "Owner" which expression shall unless repugnant to the subject of context include its administrators, successors and assigns) having awarded the Contract to M/s …… vide letter bearing No. ……..…….. and its Amendments No. ……. Dated …..……. Issued by POWERGRID, ……. for the work of …….. valued at Rs. …… (hereinafter called the 'said Contract').

WHEREAS in terms of clause No. ……..…… of the aforesaid Contract the Contractor is required to furnish a Bank Guarantee from Nationalised Bank for Rs. …… as security for the Owner issue materials issued/to be issued by POWERGRID to the Contractor from time to time free of cost as per requirement for incorporation in the execution of the Contract which has been unequivocally accepted by the Contractor resulting into a concluded Contract.

AND WHEREAS the Contractor has also agreed for faithful compliance of the aforesaid Contract provisions of 'Owner Issue Materials' as per POWERGRID's Tender Documents and to furnish to the Owner a financial Security in form of a Bank Guarantee for an amount of Rs. ……

We …..……. Incorporated under ……..
(Bank)
having its Registered Office at ……. and having one of its branch at …….. (hereinafter referred to as the 'said Bank', …… which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns) do hereby guarantee and undertake to promptly pay to the Corporation on demand any or all monies payable by the Contractor to the extent of Rs. ……..….. (Rupees ……. Only) at any time upto ……. without any demur, reservation, contest or protest and without any reference to the Contractor to the extent aforesaid. Any such demand made by POWERGRID on the bank shall be conclusive and binding notwithstanding any difference between POWERGRID and the Contractor or any dispute pending before any Court, tribunal Arbitrator

or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till POWERGRID discharges this guarantee.

We, the said Bank, further agree that the Guarantee herein contained shall remain in full force and effect upto & including …… ** ……. Be taken for the performance of the said Contract …….. and till all the dues of the Corporation under the said Contract or by virtue of any of the terms and conditions governing the said Contract have been fully paid and its claims satisfied or discharged and till the Owner certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractor and accordingly discharges this Guarantee. Unless a notice of the claim under this Guarantee has been served on the Bank before the expiry of the said period in which case the same shall be enforceable against the Bank notwithstanding the fact, that the same is enforced after the expiry of the said period.

The Corporation shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Contractor or to postpone from time to time any of the powers exercisable by it against the said Contractor and either to enforce or forbear from enforcing any of the terms and conditions governing the said Contract or securities available to corporation and the said Bank shall not be released from its liability under these presents by any exercise by the Corporation of the liberty with reference to the matters aforesaid or by reason of time being given to the said Contractor or any other forbearance, act of omission or commission on the part of the Corporation or any indulgence by the Corporation to the said Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so releasing the Bank from its such liability.

It shall not be necessary for the Corporation to proceed against the Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the bank as a principal debtor in first instance, notwithstanding any security which the Corporation may have obtained, or obtain from the Contractor shall at the time when proceedings are taken against the Bank hereunder be outstanding or unrealised.

We the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent to the Corporation in writing and agree that any change in the Constitution of the said Contractor or the said Bank shall not discharge our liability hereunder. If any further extension of this Guarantee is required the same shall be extended to such required periods on receiving instructions from M/s …….. on whose behalf this guarantee is issued.

……

** This date shall initially correspond to 15 months after scheduled completion.

In presence of

WITNESS

1.

2.

For & on behalf of (the Bank)

Signature ……

Name & Designation …….

Authorisation No. ……

Date & Place …….

Bank's Seal ……..

The above Guarantee is accepted by the Power Grid Corporation of India Ltd. (…… Power Transmission Project).

NOTE :*

For Proprietory Concerns

Shri _____ son of _____ resident of _____ carrying on business under the name and style of _____ at _____ (hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include his heirs, executors administrators and legal representatives).

For Partnership Concerns

M/s _____ a partnership firm with its office at _____ hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include heir respective heirs executors, administrators and legal representatives); the name of partners being
i) Shri _____ S/o _____
ii) Shri _____ S/o _____ etc.

For Companies

M/s _____ a company registered under the Companies Act, 1956 and having its registered office at _____ in the state of _____ hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include its administrators, successors and assigns).

LETTER OF UNDERTAKING TO BE GIVEN BY CONTRACTOR WHILE FURNISHING THE 'BANK GUARANTEE' TO POWERGRID FOR OWNER ISSUE MATERIALS

To

The Engineer - in - Charge
Power Grid Corporation of India Ltd.
(…….. Project)

From

M/s …….
(Contractor)
(…….. Project)
Head Office Regd.

Dear Sir,

Sub. : Undertaking to be submitted along with Bank Guarantee for 'Owner Issue Materials' under Contract No. ……. dated ….……

1.0 This is to inform you that as per Clause No. …….. of GCC forming integral part of the Contract No. …… dated ……. relating to 'Owner Issue Material' we have to submit to you an irrevocable unconditional Bank Guarantee equivalent to the full value of Owner Issue Materials' as detailed under para 2.0 below for the work of ……. awarded to us vide your LOA/Contract No. …….. dated ……..

2.0 The amount of the aforesaid Bank Guarantee is dependent upon the maximum quantity of Owner issue materials that will remain with us at any point of time during the execution of the Contract and is based on the prevailing market value of Owner Issue Materials.

3.0 We agree that in the event of the aforesaid maximum quantity of Owner Issue Materials is to be increased during the execution of the Contract for performance of the work or if the market value of Owner Issue Materials increases for any reasons whatsoever the amount of aforesaid Bank Guarantee shall be enhanced by us without any demur correspondingly in accordance with the various provisions in Clause …….. of the aforesaid Conditions of Contract.

4.0 We further confirm and undertake to increase the value of the aforesaid Bank Guarantee in accordance with the para 3.0 above within 30 days of the receipt of notice from POWERGRID for enhancement of the value of the said Bank Guarantee failing which POWERGRID shall have the absolute right to invoke the said Bank Guarantee which will be honoured by our Banker without any demur, contest or protest. Further, we undertake to extend the validity of the Bank Guarantee as required from time to time by POWERGRID till the entire materials is incorporated in the works and the unutilized materials including wastage, scrap etc. are returned to the Owner and the reconciliation of the total Owner Issue Materials is completed in all respects.

5.0 This undertaking is irrevocable and shall remain in for till the execution and performance of the entire Contract and/or till it is discharged by POWERGRID.

Thanking you,

Yours faithfully,

Signature of Authorised Signatory

M/s ……

Contractor ……..

Name of work ……

……

Date : …….

Place : ……..

Contract No. ……..

Date of Award ……..

PROFORMA FOR MATERIAL ACCOUNTING

Name of Material …….. Reconcilation on ……

1. Name of the Contractor :
2. Name of the Project :
3. Name of the Work :
4. Contract No. :
5. Location of the Contractor's Stock/Godowns
6. Total estimated requirement in the Contract
7. Value of the material Security (Bank Guarantee furnished)
8. Value of security towards other materials :
9. Value of security towards materials under this performance

Note : i) Fill separate proforma for

a) Cement
b) M.S. Reinforcement (Sectionwise/Diameterwise)
c) Tor-Steel Reinforcement (Sectionwise/diameterwise)
d) Structural Steel (Sectionwise) Rolled section & Plate section

ii) Same proforma to be used till it is filled by succeeding reconciliation. Fresh proforma for each reconciliation is prohibited.

Sl. No.	Date of Reconciliation	Cumulative qty. issued till last reconciliation	Cumulative qty. incorporated in the works as certified by	Qty. returned	Qty. available in stock of Contractor	Unaccounted C-(D+E+F)	Whether recovery for un-accounted material (Col. G) effected if so recovered & bill/MB No.	Outstanding recoveries (cumulative till date)	Remarks
A.	B.	C.	D.	E.	F.	G.	H.	I.	J.

Note :

i) Reconciliation shall be done at minimum frequency of three (3) months.

ii) Value of (E) at max. penal rates (H) shall never exceed the security available against material (at Sl. No. (i) above).

SIGNATURE OF POWERGRID ENGINEER-IN-CHARGE

(SIGNATURE OF THE CONTRACTOR)
AUTHORISED SITE REPRESENTATIVE

SAFETY CODE
(See Condition 29.0)

1.0 Suitable scaffolds shall be provided for workmen for all work that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable footholds and hand-holds shall be provided on the ladder and the ladder shall be given an inclination not steeper that 1 /4 to 1(1/4 horizontal and 1 vertical).

2.0 Scaffolding or staging more than 3.25 meters above the ground or floor, swing or suspended from an overhead support or erected with stationary support, shall have a guard rail properly attached, bolted, braced and otherwise secured at least 1 meter high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

3.0 Working platform, gangways, and stairways shall be so constructed that they do not sag unduly or unequally, and if a height of a platform or gangway or stairway is more than 3.25 meters above ground level or floor level, it shall be closely boarded, have adequate width and be suitable fenced, as described in 2.0 above.

Every opening in floor of a building or in a working platform shall be provided with suitable means to prevent fall of persons or materials by providing suitable fencing or railing with a minimum height of 1 meter.

4.0 Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 meters in length. Width between side rails in a rung ladder shall in no case be less than 30 cm for ladders upto and including 3 meters in length. For longer ladders this width shall be increased at least 6mm for each additional 30 cm of length. Uniform step spacing shall not exceed 30cm.

5.0 Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The Contractor shall provide all necessary fencing and lights to protect public from accidents and shall be bound to bear expenses of defence of every suit action or other proceedings at law that maybe brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the Contractor be paid to compromise any claim by any such Person.

6.0 **Excavation and Trenching:** All trenches, 1.5 meters or more in depth, shall at all times be supplied with at least one ladder for each 20 meters in length or fraction thereof. Ladder shall be extended from bottom of trench to at least 1 meter above surface of the ground. Sides of a trench which is 1.5 meters or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. Excavated material shall not be placed within 1.5 meters of edge of trench or half of depth of trench, whichever is more. Cutting shall be done from top to bottom, Under no circumstances shall undermining or undercutting be done.

7.0 **Demolition:** Before any demolition work is commenced and also during the process of the work:

a) All roads and open areas adjacent to the work Site shall either be closed or suitably protected;

b) No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by operator shall remain electrically charged;

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

8.0 All necessary personal safety equipment as considered adequate by the Engineer-in-Charge shall be available for use of persons employed on the Site and maintained in a condition suitable for immediate use; and the Contractor shall take adequate steps to ensure proper use of equipment by those concerned.

a) Workers employed on fixing asphaltic materials cement and lime mortars/concrete shall be provided with protective footwear and protective goggles.

b) Those engaged in handling any material which is injurious to eyes shall be provided with protective goggles.

c) Those engaged in welding works shall be provided with welder's protective eye-shields.

d) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.

e) When workers are employed in sewers and manholes, which are in use the Contractor shall ensure that manhole covers are opened and manholes are ventilated at least for an hour before workers are allowed to get into them. Manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to public.

f) The contractor shall not employ men below the age of 18 and women on the work of painting with products containing lead in any form. Whenever men above the age of 18 are employed on the work of lead painting, the following precautions shall be taken:

i) No paint containing lead or lead products shall be used except in the form of paste or ready made paint.

ii) Suitable face masks shall be supplied for use by workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.

iii) Overalls shall be supplied by the Contractor to workmen and adequate facilities shall be provided to enable working painters to wash during and on cessation of work.

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

10.0 Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following:

a) These shall be of good mechanical construction, sound material and adequate strength and free from latent defects and shall be kept in good working order and properly maintained.

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

b) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years shall be in charge of any hoisting machine including any scaffold or give signals to operator.

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

d) In case of a Corporation's machine, safe working load shall be notified by the Engineer-in-Charge. As regards Contractor's machines the Contractor shall notify safe working load of each machine to Engineer-in-Charge whenever he brings it to site of work and get it verified by the Engineer-in-Charge.

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

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

13.0 These safety provisions shall be brought to the notice of all concerned by display on a notice board at a prominent place at the workspot. Persons responsible for ensuring compliance with the safety code shall be named therein by the Contractor.

14.0 To ensure effective enforcement of the rules and regulations relating to safety precautions, arrangements by the Contractor shall be open to inspection by the Engineer-in-Charge or his representatives and the Inspecting Officers as defined in the Contractor's labour Regulation.

15.0 Notwithstanding the above conditions 1 to 14, the Contractor is not exempted from the operation of any other Act or Rule in force.