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रक्षा मंत्रालय/MINISTRY OF DEFENCE  
भारत सरकार/ GOVT OF INDIA  
सिविल कार्य एवं संपदा निदेशालय  
DIRECTORATE OF CIVIL WORKS & ESTATES  
डीआरडीओ मुख्यालय, डीआरडीओ भवन  
DRDO HQ, DRDO BHAWAN  
राजाजी मार्ग, नई दिल्ली 110011  
RAJAJI MARG, NEW DELHI - 110011

सभी पत्रादि निदेशक (सी डब्लू एवं ई)  
को संबोधित किया जाए  
All Correspondence should be  
Addressed to Director (CW&E)

DCWE/01/Admin/87116/GCC-2023


19 December 2023

All CCEs (R&D)

Chief Tech Examiner TEDC- DRDO

**GENERAL CONDITIONS OF CONTRACT (GCC) AS APPLICABLE TO R&D CONSTRUCTION  
ESTABLISHMENT (GCC-2023)**

1. Reference Govt. of India letter No. DCWE/01/Admin/87116/GCC-2023/1216/D(R&D) dated 19 Dec 2023 (Copy enclosed).
2. General Condition of Contract (GCC)-2023 has been approved by Govt. of India vide above referred letter. Henceforth, all tender enquiries shall be issued alongwith GCC-2023 with immediate effect.
3. This has the approval of Competent Authority.

  
(S. K. Kanaujia)  
Scientist 'F'  
Associate Director (Works)  
for OS & Director (DCW&E)

**Encls:** (1) Copy of GCC-2023 (Page No. 1 to 104) alongwith Gov letter No. DCWE/01/Admin/87116/GCC-2023/1216/D(R&D) dated 19 Dec 2023.



No. DCWE/01/ADMIN/87116/GCC2023/1216/D (R&D)

Government of India, Ministry of Defence  
Deptt. of Defence Research & Development  
New Delhi – 110011

December , 2023

To

The Chairman  
Defence Research & Development Organisation  
DRDO Bhawan, Rajaji Marg  
New Delhi-110011

**SUB.: GENERAL CONDITIONS OF CONTRACT (GCC) AS APPLICABLE TO R&D CONSTRUCTION ESTABLISHMENT (GCC 2023)**

Sir

I am directed to convey the approval of President of India for adoption of "General Conditions of Contract (GCC) 2023 (GCC 2023)" as enclosed.

2. The applicability of the "GCC 2023" will be as per "Research & Development Construction Establishment Works Procedure – 2023 (RDCE WP 2023)" issued vide Govt. of India, Ministry of Defence letter no. DCWE/ADMIN/87116/RDCE WP 2022/216/D(R&D) dated 09<sup>th</sup> March 2023.

3. GCC 2023 supersedes General Conditions of Contracts as applicable to R&D Establishments (RDCE WP – 1999, Appendix – E)" issued vide Govt. of India, Ministry of Defence letter no. ADMIN/87116/DWP/RD-28/D(R&D) dated 28 May 1999 and other relevant instructions till date.

4. This GCC 2023 will be effective from the date of issue of this Govt. letter. However, all on-going works in which Tender/Lol/Contract/order have already been issued, may continue to be regulated as per provisions contained in the issued Tender/Lol/Contract/Order.

5. This issues with the concurrence of Ministry of Defence (Finance/R&D) vide their Dy. No. 703/MoD/Fin(R&D) dated 14.12.2023.

Yours faithfully,

  
(Anu Arora)

Under Secretary to the Govt. of India

**Copy to :**

- (i) The CGDA, New Delhi
- (ii) All DGs DRDO

...2/-

- (iii) All IFAs (R&D)
- (iv) Director General Audit, Defence Services, New Delhi
- (v) The Director of Audit, Defence Services, Western Command, Chandigarh
- (vi) The PCDA (R&D), New Delhi
- (vii) The PCDA, Western Command, Sector 9C, Chandigarh
- (viii) The PCDA (R&D) Hyderabad
- (ix) The CDA Secunderabad, No. 1, Staff Road, Secunderabad
- (x) The DCDA R&D, Metcalf House, Delhi
- (xi) All CCEs (R&D)
- (xii) Chief Engineer (R&D), Secunderabad
- (xiii) Chief Engineer (R&D), Delhi
- (xiv) All EMUs (R&D)
- (xv) Addl. FA (R&D) & JS
- (xvi) Director Finance (R&D)
- (xvii) Dte of CW&E – 05 Copies
- (xviii) DFMM, DRDO HQrs



# GCC 2023

## CONTENTS

<u>ARTICLE</u>	<u>DESCRIPTION</u>
1	Definition & Interpretation
2	Communication
3	Scope of Contract
4	Work Commencement, Execution and Delay
5	Contract Price
6	Payment
7	Taxes and Duties
8	Responsibility of the owner
9	Obligations of the contractor
10	Quality of Work
11	Responsibility for Completion
12	Construction Power and Water Supply
13	Contractor's Temporary Site Office/ Workshop/ Store/ Cement Store etc.
14	Exclusions
15	Deviation, Extent and Rates for Extra Items
16	Contract Price Adjustment
17	Measurement of Work
18	Engineer's Authority
19	Working Hours
20	Drawings, Specifications and Schedule of Items
21	Contractor's Representative
22	Co-ordination with other contractors
23	Liquidated Damages for Delay
24	Completion of Work
25	Defects Liability
26	Materials
27	Misuse of Works
28	Refund/Forfeiture of Security Deposit and Performance Guarantee
29	No Interest/ Damage Payable
30	Materials/ Goods/ Equipments not incorporated in Works
31	Owner's Lien
32	Sub -Contracting
33	Passage of Property and Risk
34	Safety and Security
35	Deductions from Contract Price
36	Indemnity
37	Intellectual Property Rights(IPR)
38	Preservation of Peace
39	Confidentiality and Secrecy
40	Suspension and Termination
41	Force Majeure
42	Resolution of Dispute
43	Liquidation
44	Effective date of Agreement
45	Annexures to the Contract
46	Code of Integrity and Integrity Pact
47	Lump sum Provision in Tender
48	Closure of Contract
49	List of Manuals/ Standard Operating Procedure (SOP)
50	Risk Distribution
51	Compliance to Carriage by Road Rules
52	Limitation of Liability
53	Amendments



# GCC 2023

## ABBREVIATIONS & ACRONYMS

ASHRAE	American Society of Heating, Refrigerating and Air-conditioning Engineers
BIS	Bureau of Indian Standards
BOQ	Bill of Quantities
B/R, B&R	Building and Roads
CCE(R&D)	Chief Construction Engineer for Research And Development Construction Establishment
CPCB	Central Pollution Control Board
DLP	Defect Liability Period
DRB	Dispute Resolution Board
EFT	Electronic Fund Transfer
EM	Estate Manager
EOT	Extension of Time
EPC contract	Engineering, Procurement and Construction contract
FAC	Final Acceptance Certificate
FDR	Fixed Deposit Receipt
FM	Force Majeure
GCC	General Conditions Of Contract
GFC drawings	Good for Construction drawings
GST	Goods and Services Tax
HR	Human Resources
IE RULES	Indian Electricity rules
IGST	Integrated Goods and Services Tax
IPR	Intellectual Property Rights
IRC	Indian Roads Congress
ISD	Initial Security Deposit
LD	Liquidated Damages
LOI	Letter of Intent
MEP	Mechanical, Electrical and Plumbing
NBC	National Building Code
NOC	No Objection Certificate
PM	Project Manager
PSU	Public Sector Unit
QA/QC	Quality Assurance/ Quality Control
QAP	Quality Assurance Plan
RAR Bill	Running Account Receipt Bill
RDCE	Research and Development Construction Establishment
SCC	Special Conditions Of Contract
SHE	Safety, Health and Environment
SOP	Standard Operating Procedure
TCS	Tax Collected at Source
TDS	Tax Deducted at Source
T&P	Tools and Plants
WCR	Work Completion Report



# GCC 2023

## ARTICLE – 1: DEFINITIONS AND INTERPRETATION

In this document as hereinafter defined, the following words and expressions shall have the meanings assigned to them except where the agreement explicitly provides: -

- 1.1 "CONTRACT" means a formal legal contract relating to the subject work, entered into between the OWNER (Accepting Officer on behalf of the President of India) and the CONTRACTOR on mutually agreed and accepted terms and conditions which are in compliance with all the relevant provisions of the law of the country. Contract includes 'Tender Document' (including all its section, appendices, forms, formats etc.) published to invite Bids/Tender, CONTRACTOR's offer and his unconditional promise for acceptance thereof including annexures, correspondences etc. complementary to one another and referred to in the contract.
- 1.2 "OWNER" means the President of India, acting by and through Chief Construction Engineer (R&D)/Estate Manager, who accepts and signs the contract.
- 1.3 "ACCEPTING OFFICER" means duly authorised officer who signs the Contract.
- 1.4 "TENDER DOCUMENT" means the document consisting all its section, appendices, forms, formats, etc. published by CCE (R&D) / Estate Manger or his Authorised Representative to invite bids in a Tender process or Tender Enquiry.
- 1.5 "WORK(S)" mean works, supplies, services 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 or temporary/enabling works and urgent works as required for performance of the Contract.
- 1.6 "CONTRACTOR" (including the terms Consultant or Supplier or Service provider or Firm or Vendor or Manufacturer or Successful Bidder under specific contexts) means an individual or the person, Company, a co-operative society, a Hindu Undivided Family (HUF) and an association of body of person(s), whether incorporated or not, with whom the Contract is entered into and shall be deemed to include the CONTRACTOR's successors, agents, Sub-contractors, representatives, heirs, executors and administrators (approved by the Accepting Officer) as the case may be, unless excluded by the terms of Contract.
- 1.7 "GOVERNMENT" or "GOVERNMENT OF INDIA" means the President of India or the successors in office.
- 1.8 "PROJECT MANAGER" means Engineer detailed by Accepting Officer on behalf of OWNER for planning, design, construction and Contract Management of the Project/Works as a whole or part thereof.
- 1.9 "ENGINEER– IN – CHARGE" means the Engineer detailed by Accepting Officer to direct, Supervise and be in-charge of the work or part thereof at project/ Work site.

## **GCC 2023**

- 1.10 "SITE ENGINEER" means Engineer detailed by Project Manager/Engineer-in-charge for day-to-day supervision of work at site.
- 1.11 "SITE" means the area identified by OWNER for the scope of work indicated in Article 3 of General Conditions of Contract (GCC).
- 1.12 "TEMPORARY WORKS" shall mean all temporary/enabling work of every kind required in or about the execution, completion and maintenance during Defect liability period.
- 1.13 "APPROVED AND DIRECTED" means the approval and direction of the OWNER or person(s) authorised/ detailed by him for the particular purpose.
- 1.14 "MONTH" means calendar month as per the Gregorian Calendar.
- 1.15 "DAY" means calendar day as per the Gregorian Calendar.
- 1.16 "WEEK" means a continuous period of 07 (seven) calendar days as per the Gregorian Calendar.
- 1.17 "SUB CONTRACTOR" means a person or a firm or a corporate body approved by OWNER who has entered into a contract with the CONTRACTOR to complete a part of work.
- 1.18 BILL OF QUANTITIES (BOQ) means the price and complete schedule of quantities forming part of price-bid or such schedule of quantities forming the part of Contract (with amendments, if any).
- 1.19 "MARKET RATE" means the rate for an item of work, determined on the basis of the cost of labour, materials brought to site and incorporated in the works and tools and plants (T&P) required for the work executed, taxes plus percentage (%) of the rate as mentioned in the contract (Maximum 15 %) to cover overheads and profit of the CONTRACTOR.
- 1.20 "EMERGENCY WORKS" means any urgent measures which, in the opinion of the OWNER or his representative, become necessary during the progress of the Works to obviate any risk of accident or failure or which becomes necessary for security, safety or rectifications to essential services like water and power supply, Mechanical, Electrical & Plumbing (MEP) system during execution and Defect Liability Period of the contract.
- 1.21 "GST" means taxes levied under Central Goods and Services Act (CGST Act), 2017, Integrated Goods and Services Tax Act and various State/U.T. Goods & Service Tax Laws and applicable cesses in force. (Here in referred as relevant GST law).
- 1.22 "PARTIES" means the OWNER & the CONTRACTOR who have entered into the Contract Agreement.

### **INTERPRETATION**

- 1.23 Following expressions are synonymous to each other
- (a) Tender and Bid
  - (b) Derivatives Tender/Bidding Documents, Bidding/Tendering.
  - (c) Tenderer/Bidder/CONTRACTOR/Bidding Firms/Firms.

## GCC 2023

- (d) Bill of Quantity (BOQ) / Schedule of quantities / Schedule of items / Priced Schedule.
- (e) OWNER/CCE(R&D)/Estate Manager(EM)/Accepting Officer.
- (f) Bid security/ Initial Security deposit
- (g) Performance Security/ Performance Guarantee.
- (h) In the case of Consultancy Contract the word 'CONTRACTOR' shall be read as 'Consultant' as applicable in GCC and SCC.
- (j) Contract / Agreement /Contract Agreement
- (k) Breach/ Default
- (m) Material/ equipment/ goods
- (n) Debarement/Banning/Black-Listing/Suspension of Firms

### 1.24 Singular and plural

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

- 1.25 Headings and Marginal notes to GCC shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the Contract.

### 1.26 Discrepancies and Order of Precedence (Higher to Lower) of Documents

1.26.1. If there are varying/ conflicting provisions made in any documents forming part of the contract, the OWNER shall be deciding with regards to the intention of the documents mainly based on higher/ superior value in the documents. OWNER's decision shall be final and binding on the CONTRACTOR.

1.26.2. Any error in description, quantity or rate in Schedule 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.

1.26.3. The several documents forming the Contract are to be viewed as mutually explanatory of one another. However, in case of any contradicting discrepancies, following order of precedence/ preference (Higher to Lower) shall be followed for both GCC Article 1.26.4 (A) & (B): -

- (a) Drawings (both Tender & working)
  - (i) Drawings with figured dimensions and scaled.
  - (ii) Drawings / sketches with figured dimensions.
  - (iii) Illustrative schemes / sketches un-scaled and without figured dimensions.
- (b) Conditions of Contract
  - (i) All appended Conditions of Contract Agreement.
  - (ii) Special Conditions of contract (SCC).
  - (iii) General Conditions of contract (GCC).

1.26.4. (A) Item Rate (both percentages based or quoted rate based) & lump sum contract: -

- (a) Description in BOQ/ Price Schedule/ Price Bid and Notes, if any.
- (b) Particular technical specification, if any.
- (c) Drawings
- (d) Conditions of Contract
- (e) Technical specifications
- (f) Relevant/Applicable Indian Standards and Codes and practices (BIS, NBC, IE RULES, IRC, ASHRAE etc.).

## GCC 2023

- (g) Relevant International codes and practices.

For LUMP SUM CONTRACT, largest dimensions of drawings & BOQ and superior specifications between BOQ and technical specification shall be considered for financial implications.

(B) Turn Key/EPC (Design & Building) contracts: -

- (a) Price Bid/ Financial Bid/ Price Schedule and Notes, if any.
- (b) OWNER's requirements: -
  - (i) Functional
  - (ii) Engineering/ Design criteria
  - (iii) Specification
  - (iv) Construction/ Execution/ Procurement
- (c) OWNER's preliminary drawings.
- (d) CONTRACTOR's Bid Submittals including drawings.
- (e) Conditions of Contract.
- (f) Relevant Indian Standards / codes and practices (BIS/NBC/IE RULES/IRC, ASHRAE etc.).
- (g) Relevant International codes and practices.

1.26.5 Contract Comprising of Sections / Parts Confirming to 1.26.4 (A) & (B), above principles enunciated in 1.26.4 (A) & (B) for order of precedence shall apply to corresponding parts of the contract.

### GOVERNING LAWS

#### 1.27. Governing Laws and Jurisdiction

(a) This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of India for the time being in force.

(b) Irrespective of the place of delivery, or the place of performance or the place of payments under the contract, the contract shall be deemed to have been made at the place from which the Letter of Intent (LOI) or the contract Agreement has been issued. The courts of such a place shall alone have jurisdiction to decide any dispute arising out in respect of the contract. Any reference to any legal Act, Government Policies or orders shall be deemed to include all amendments to such instruments, from time to time, till date.

#### 1.28. Changes in Laws and Regulations

Unless otherwise stipulated in the contract, if after last date of Bid Submission (Techno-commercial), any law, regulation, ordinance, order or bye-laws having the force of law is enacted, promulgated, abrogated, or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the completion Date and/ or the contract Price, then such completion date and / or Contract Price shall be correspondingly increased or decreased, to the extent that the CONTRACTOR has thereby been affected in the performance of any of its obligations under the contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the contract.

### WORDS, TERMS & EXPRESSION



## **GCC 2023**

- 1.29. Words importing the masculine gender shall be taken to include other genders, and words importing persons shall include any company or association or body of individuals, whether incorporated or not.
- 1.30. Terms and expression not herein defined, explained or interpreted shall have the meanings assigned to them in the Indian Contract Act, 1872 (as amended) or the Sale of Goods Act, 1930 (as amended) or the General Articles Act, 1897 (as amended) as the case may be.

### **DOCUMENTS CONVENTIONS**

1.31. All words & paras defined in GCC Article 1 are written as 'Capitalized Word' and shall have the defined meaning. The rest of the words shall be as per grammar and usual dictionary meaning.

1.32. Any generic reference to GCC shall also imply a reference to SCC as well.

1.33. Any reference to 'Contract' shall be deemed to include all other documents (inter-alia GCC, SCC) as described in GCC Article 45.

### **LANGUAGE OF CONTRACT**

1.34. The contract shall be written in the Official Language or English. All correspondence and other contract documents, which the parties exchange, shall also be written / translated accordingly in that language. For purposes of interpretation of the contract, the English documents / translation shall prevail.

### **THE ENTIRE AGREEMENT**

1.35. This Contract and its documents constitute the entire agreement between the OWNER and the CONTRACTOR, and supersedes all other communications, negotiations, and agreements (whether written or oral) of the Parties made before the date of this Contract. No representative of either Party has the authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not outlined in this Contract.

### **SEVERABILITY**

1.36. If any provision or condition of this Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of this Contract.

## **ARTICLE – 2: COMMUNICATION**

- 2.1. Writing or written includes matter either whole or in part, in digital communications, manuscript, photographed or printed under authorised signature along with seal or digitally acceptable authentication, as the case may be.
- 2.2. All communications under the contract shall be served by the parties on each other in writing only, in the contract's language, and served in a manner customary and acceptable in business and commercial transactions.
- 2.3. The effective date of such communications shall be either the date when delivered to the recipient or the effective date mentioned explicitly in the communication, whichever is later.

## **GCC 2023**

2.4. No communication shall amount to an amendment to the contract, except in case of a formal letter of amendment to the contract as per the terms and conditions of the Contract.

2.6. **The person signing the communication**

For all purposes of the contract, including arbitration, thereunder all communications to the other party shall be signed by:

(a) The CONTRACTOR or his authorised Representative (on behalf of the CONTRACTOR) who has signed the contract shall sign all correspondences.

(b) A person signing communication in respect of the contract or purported to be on behalf of the CONTRACTOR, without disclosing his authority to do so, shall be deemed to warrant that he has authority to bind the CONTRACTOR. If it is discovered at any time that the person, so signing has no authority to do so, the OWNER reserves its right to, without prejudice to any other right or remedy, to terminate the contract for default in terms of the contract and avail any or all the remedies thereunder and hold such person personally and / or the CONTRACTOR liable to the OWNER for all costs and damages arising from such remedies.

(c) Unless otherwise stipulated in the contract, the Accepting Officer signing the contract shall administer the contract and sign communications on behalf of the OWNER.

2.7. **Address of the parties for sending communications by the other party**

For all purposes of the contract, including arbitration, thereunder the address of parties to which the other party shall address all communications and notices shall be: -

(a) The address of the CONTRACTOR as mentioned in the contract unless the CONTRACTOR has notified the change of address by a separate communication containing no other topic to the OWNER. The CONTRACTOR shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid, and

(b) The address of the OWNER shall be the address mentioned in the contract. The CONTRACTOR shall also send additional copies to officers of the OWNER presently dealing with the contract.

### **ARTICLE – 3: SCOPE OF CONTRACT**

#### **SCOPE OF WORK**

3.1 The scope of work to be executed by the CONTRACTOR under the Contract shall include all work, supplies and services for construction, completion and maintenance as specified in the tender documents (or as finalised).

3.2 Scope of Work shall be as delineated in contract and shall, except and otherwise provided in the contract, include all human resources, materials, tools, plants, equipment, transportation, hoisting, setting, fitting & fixing in position, energy & water in preparation for full and entire execution, completion of works and defect liabilities with good practice and recognized principles.

3.3 Depending upon type of contract, scope of work shall be as per approved working drawings, specifications. Any other details of scope of work mentioned in the Contract will also be followed.

## GCC 2023

3.4. The scope of work to be carried out by the CONTRACTOR shall also include the following: -

- (a) Setting out of the works in respect of position, level, dimensions, alignments, etc. including establishment of bench marks, survey reference points, etc.
- (b) Clearance of the site, before & after completion of work.
- (c) Site levelling / terracing within the limits as shown in the drawings or as directed by the PM/ Engineer-in-Charge.
- (d) Disposal of debris, excavated materials, etc.
- (e) Testing of water, soil, concrete and all construction materials etc.
- (f) Pumping out rain water / underground water from foundations, excavations and drainage of surface water from work site.
- (g) All scaffolding, shorting, centring, shuttering works, etc.
- (h) Running and maintenance of all construction plants and equipment, tools and tackles, etc.
- (j) All temporary / enabling works such as proper approach road to the site, water supply, drainage and sewerage, power supply including diesel generator set, temporary offices, stores, construction yard, canteens, toilet blocks, labour camp, fencing, etc.
- (k) Protection of trees, shrubs, green environments and other surfaces on /or above ground surface also below ground surfaces up to execution envelop and affected zone as per instruction of Engineer-in-Charge/Project Manager(PM)/OWNER.
- (l) Any other work required in connection with the execution of the contract work.

The cost of all the above mentioned works shall have deemed to be included in the rates for various items of work although such inclusion may not be specifically spelt out but shall be as per the contract.

### **ARTICLE – 4: WORK COMMENCEMENT, EXECUTION AND DELAY**

#### **COMMENCEMENT OF WORK**

4.1. After issue of Letter of Intent (LoI), the OWNER or his rep shall instruct the CONTRACTOR to 'commence the works', only after encumbrance free land/sites, minimum required forexecution of the work, is made available and Sufficient clearances and permits have been obtained as per **Article 8 & 9**. The CONTRACTOR, within 02 (Two) weeks, shall submit the following to the OWNER for his approval:

- (a) The work programme in such form and detail as the OWNER reasonably prescribes;
- (b) Methods statement which the CONTRACTOR proposes to adopt for execution of the works.
- (c) The Quality Assurance(QA) and Quality Control(QC) plan.

The OWNER, on being satisfied with CONTRACTOR's submission, shall hand over total or partial possession of the site to the CONTRACTOR.

4.2. Date of Commencement shall be reckoned from 15th day from the date of issue of the LOI, unless otherwise stated in the Contract.

4.3. In case of emergency works, commencement of work shall be as per Contract.

#### **TIME FOR COMPLETION**

## GCC 2023

4.4. The entire scope of work covered in this contract shall be completed within the time stated in contract or within such extended time granted to the CONTRACTOR by the OWNER under the provision of this Article 4 of GCC.

### 4.5. Time is Essence of Contract

The time allowed for execution of work as stipulated in the contract or as the extended time in accordance with these conditions shall be deemed to be the essence of the contract.

## PROGRESS, REVIEW AND REPORTING

4.6. **Monitoring System:** A system of project monitoring for work shall be prepared and submitted by the CONTRACTOR before start of the work and same shall be available at site of work. A detailed work / progress schedule showing all the activities including mobilisation, site clearance, procurement of major construction material like cement and steel, excavation work, foundation work, sanitary and water supply work etc. The work shall be monitored on quarterly/monthly/fortnightly/weekly basis by the OWNER and various Review committee. The status report shall be submitted by the CONTRACTOR to the OWNER. If required, approved work progress schedule may be amended during execution to meet the completion time after discussion and deliberation with the CONTRACTOR.

4.7. In case of non-submission of construction programme by the CONTRACTOR, the program approved by the Engineer-in-Charge shall be deemed to be final and binding on the CONTRACTOR.

4.8. The approval by the OWNER of such programme shall not relieve the CONTRACTOR of any of the obligations under the contract.

## DELAY IN EXECUTION

4.9. While examining the request of the CONTRACTOR for extension of time, the OWNER shall consider all circumstances and categorise of the delays as follows:

(a) **Excusable delays** - Force Majeure (FM) as covered in the GCC Article No. 41.

(b) **Compensable delays** – Compensation Events, which put full burden of responsibility on the OWNER and also in case of Excepted risks covered in the GCC Article 50.

(c) **Inexcusable delay** (CONTRACTOR's own faults), which puts the full burden of responsibility on the CONTRACTOR as covered in the GCC.

(d) **Concurrent delays** - when two or more events responsible for delay overlap each other. The delays may be attributable to the OWNER or the CONTRACTOR or none, and fall in above categories. The eligibility for extension of time (EOT) shall be determined by plotting each contributing concurrent delay on the critical path. Any overlap period determined shall not be granted for EOT to the CONTRACTOR.

4.10. Once the delay is categorised, it shall then be determined by the OWNER whether the CONTRACTOR is eligible for EOT, with or without Liquidated Damages (LD).

# GCC 2023

## EXTENSION OF TIME (EOT)

4.11. The Time for Completion specified may be extended if the CONTRACTOR has delayed or impeded in the performance of any of the obligations under the contract by reason of any of the following:

- (a) Force Majeure: The extension of completion time shall be as GCC Article-41, or
- (b) Excepted Risks: The extension of completion time shall be as GCC Article-50, or
- (c) Major changes or substantial addition to the work ordered by the OWNER adversely affecting the completion time, or
- (d) Delay in handing over the site etc., or
- (e) Abnormally bad weather, or
- (f) Delay on part of other CONTRACTOR or tradesmen engaged by OWNER in executing works not forming part of the contract, or
- (g) Non availability of stores the responsibility of Government to supply, or
- (h) Non availability of breakdown of tools & plants to be supplied or to be supplied by the Government, or
- (j) Any suspension order given by the OWNER, or
- (k) any other sufficient cause which, in the opinion of the OWNER, is beyond the CONTRACTOR's reasonable control; by such period as shall be fair and reasonable in all the circumstances and as shall fairly affect the delay or impediment sustained by the CONTRACTOR.

In case of conditions from (b) to (k), extension of time shall be as per decision of the OWNER.

4.12. Except where otherwise specifically provided in the contract, the CONTRACTOR shall submit to the OWNER a notice in writing (along with all the valid supporting documents) for an extension of the time for completion, together with particulars of the event or circumstance justifying such extension as soon as reasonably practicable, but not later than thirty (30) days after the commencement of such event or circumstance. As soon as reasonably practicable, after the receipt of such notice and supporting particulars of the claim, the OWNER may give a fair and reasonable extension of time for completion of Work.

4.13. The CONTRACTOR shall at all times use his reasonable efforts to minimise any delay in the performance of his obligations under the Contract.

4.14. The CONTRACTOR shall have no claim of damages for extension of time granted or rescheduling of milestone/s for events listed above at clause 4.11.

4.15. In case, the work is hindered by the Department or for any reason / event, for which the OWNER is responsible, OWNER shall, if justified, give a fair and reasonable extension of time and reschedule the mile stones for completion of work Such extension of time or rescheduling of milestone/s shall be without prejudice to any other right or remedy of the parties in contract or in law.

4.16. Request for rescheduling of Mile stones or extension of time, to be eligible for consideration, shall be made by the CONTRACTOR in writing within fourteen days of the happening of the event causing delay on the prescribed forms. The CONTRACTOR shall indicate in such a request the period by which rescheduling of milestone/s or extension of time is desired. With every request for rescheduling of milestones, or if at any time the actual progress of work falls behind the

## GCC 2023

approved programme by more than 10% of the stipulated period of completion of contract, the CONTRACTOR shall produce a revised programme which shall include all details of pending drawings and decisions required to complete the contract and also the target dates by which these details should be available without causing any delay in execution of the work.

- 4.17. In any such case, the OWNER may give a fair and reasonable extension of time for completion of work or reschedule the mile stones. Such mutually agreed EOT or rescheduling of the milestones shall be communicated to the CONTRACTOR by the OWNER in writing.
- 4.18. In case the work is delayed by any reasons, in the opinion of the OWNER, by the CONTRACTOR for reasons beyond the events mentioned in GCC Article 4.11 and beyond the justified extended date, the OWNER may grant EOT required for completion of work, with or without Liquidated Damages (LD).

### ARTICLE – 5: CONTRACT PRICE

- 5.1. The CONTRACTOR shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works including Defect liability period (DLP).
- 5.2. Bidders should analyse and quote, in consistent manner, across all items of BOQ/ Price Bid. They should avoid quoting freakishly low rates for some items and freakishly high rates for other items on comparison of their own quoted rates and market prices. The OWNER shall, in such cases, seek written clarification from the successful Bidder to submit their analysed rates and bid price in relation to scope, schedule, resource mobilization, allocation of risk and responsibilities and any other requirement of the bid documents. In case of abnormally low bids, if after evaluating the price analyses, it is determined that the Bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the OWNER may reject the bid. The detailed requirement of documents and additional conditions for such bids shall be as mentioned in the SCC.

Bidders should also avoid quoting different rates for repeated/similar item(s) of Bill of Quantities(BOQ)/Price Bid. In case the rates for repeated item(s) are different, the lowest rate of such item(s) will be payable to the CONTRACTOR.

#### **5.3. Contract Price**

In consideration of the work, supplies and services to be executed / made / performed by the CONTRACTOR as per GCC Article-3 and for any other obligation to be met by the CONTRACTOR under the Contract, the OWNER shall pay to the CONTRACTOR, the contract price.

#### **5.4. Final Contract Sum**

Final contract sum shall be the amount payable under the contract by the OWNER to the CONTRACTOR for the full and entire execution and completion of the works.

- 5.5. Contract rates as stated in the agreement shall be firm and fixed and binding on the CONTRACTOR during the period of this Contract irrespective of any variations of quantities stated therein.



## **GCC 2023**

5.6. Item rates of various items of work and contract price shall be deemed to include, if otherwise especially not provisioned in Contract, cost of all materials, Human Resources (HR) including labour, tools, plants, usage of equipment's, templates, scaffoldings, supports approaches etc., Contractor's labour regulation, security, secrecy, working in restricted area, safety, health and environmental related measures, power, water, fuel, lubricants, consumables, transport, handling, storage, approval, checking, testing, insurance, taxes, royalties, other revenue expenses, CONTRACTOR's, temporary accommodation, services, pumping out water, removal of construction debris/surplus materials and site clearance after completion of work, supervision, overheads, profits etc. & such other items as may be required for executing in full scope of work and completion thereof. The rates quoted by the CONTRACTOR deemed to include all preparatory works required for satisfactory completion of work and any rectification / replacement of works carried out as part of defect liability.

5.7. Contract price shall include all taxes, fees and duties as per GCC Article-7.

5.8. Contract Price adjustment shall be done as per GCC Article-16 subject to as hereinafter provided in GCC Article entitled 'Contract Price Adjustment' all charges on account of GST and other levies/ octroi/ royalties/taxes on materials obtained for the Works from any source (excluding materials issued by the OWNER) shall be borne by the CONTRACTOR.

### **ARTICLE – 6: PAYMENT**

6.1. The item(s) of work of CIVIL works and E&M works for the purpose of payment shall be as per Contract.

#### **INITIAL SECURITY DEPOSIT (ISD)**

6.2. The CONTRACTOR shall submit an Initial Security Deposit of 2.5% (Two and half percent) of the initial contract price in the form of a Bank Guarantee Bond, Fixed Deposit Receipt (FDR), Insurance Surety Bond etc. of any scheduled commercial Bank within 21 days of Letter of Intent (LOI) with initial validity up to 90 days beyond the completion of Defect Liability Period (DLP) of this contract. However, in case the date of completion of DLP gets extended or date of issue of "Final Acceptance Certificate" is 90 days beyond original DLP, the validity of ISD shall have to be further extended by such additional period. Finally, the Bank Guarantee for Security Deposit shall be released after completion of extended DLP, issue of "Final Acceptance Certificate" and submission of "No Demand Certificate" by the CONTRACTOR.

6.3. In case of increase in contract sum, the additional 2.5% of the increased contract sum shall be deposited in the form of Bank Guarantee Bond/FDR/Insurance Surety Bond towards Security Deposit with validity up to 90 days beyond the completion of Defect Liability Period (DLP).

#### **MOBILIZATION ADVANCE**

6.4. In respect of all Works (excluding services contract), subject to any deduction which the OWNER may be authorized to make under the Contract, the CONTRACTOR shall receive payment of Mobilization Advance from the OWNER in following manner: -

(a) 10% (Ten percent) of the Contract price as Mobilization advance within 03 (Three) weeks after the effective date of Agreement, or date of deposit of initial security, whichever is later against unconditional and irrevocable Bank Guarantee of scheduled commercial bank for 110% amount of advance in the format prescribed by the OWNER, valid up to completion date of the contract and shall remain effective until issue of

## GCC 2023

"Completion Certificate" by the OWNER or up to the full recovery of the advance payment, whichever is earlier. The value of Bank Guarantee shall be progressively reduced to the extent of outstanding Mobilization Advance to be adjusted/recovered. Any outstanding Bank Guarantee Bond shall be released when the entire work is completed as per the Agreement and on issuance of "Completion Certificate" by the OWNER.

(b) Mobilization Advance shall be paid in 02 (two) or more instalments to be decided by the OWNER. Each instalment will not be more than 50% of the total admissible Mobilization Advance. The second instalment may be paid on certification by the PM/Engineer-in-Charge of the CONTRACTOR's having achieved a financial progress (excluding first instalment of mobilization advance) of 10 (ten) percent of the contract price, as also provision of a BG of 110% of amount of advance by the CONTRACTOR for this part of the advance. subsequent instalments of advance shall be released' by the OWNER only after satisfying himself for appropriate utilization of previous advances, if necessary/feasible, based on indicative documentary proof of expenditure incurred on material/equipment and/or on quantum of work initiated on ground.

(c) Mobilization Advance will bear simple interest of 10% (ten percent) per annum and shall be calculated on the outstanding amount of advance from the date of advance to the date of recovery, both days inclusive.

6.5. The above advance shall be utilised by the CONTRACTOR for the purposes of this Contract only and for no other purpose.

6.6. The recovery of all advances and interest thereon in case of mobilization advance shall be made by deduction from the CONTRACTOR on account payments referred to in GCC Clause entitled 'Payment on Account/Progressive Interim Payments' in suitable percentages fixed by the PM/ Engineer-in-Charge in relation to the total cumulative advances released and the progress of the work, so that all the sums advanced with interest thereon shall be fully recovered starting from the time 10% and ending by the time 80% of the financial progress of the work is completed. If the amount payable under any interim bill is not sufficient to cover all deductions to be made for sums advanced with interest and other sums deductible there from, the balance outstanding shall be deducted from subsequent interim bill/bills, as may be necessary, failing that, as otherwise provided for in the Contract.

### **SECURED ADVANCES**

6.7. Secured advance against delivery of materials and equipment (which are not combustible, fragile or perishable in nature such as aggregates, electrical and sanitary fittings, steel, etc.) brought to the site but not yet incorporated in the work will be made up to 75 (seventy-five) percent of invoice value, or the 75 (seventy-five) percent of the corresponding value of the materials determined on the basis of Bill of Quantities (BOQ) rates, whichever is less, subject to the condition that their quantities are not to be excessive (as per Good for Construction (GFC) drawings or BOQ quantities whichever is less) and subject to approval by the OWNER or his authorised representative.

6.8. The CONTRACTOR will be required to sign an indenture bond, hypothecating the material to the OWNER, and also be responsible for their safe custody. If any material is damaged or become unsuitable as per specification(s) of the work and cannot be incorporated in the work the same shall be replaced immediately by new material conforming to specification(s) of contract, failing which corresponding advance shall be recovered from next running bill due to the CONTRACTOR.



## GCC 2023

6.9. Before the advance is released, the OWNER shall inspect that the material is in conformity to contract agreement. The CONTRACTOR shall safeguard the materials against pilferage and deterioration. The CONTRACTOR shall submit an undertaking that any loan/ limit from banks against hypothecation of the materials has not been taken against which the secured advance is claimed.

6.10. The advance will be recovered from each succeeding running bill (periodic/ interim payment) to the extent materials, for which advance has been previously paid, have been incorporated into the works.

### RETENTION MONEY

6.11. Balance 10% (Ten percent) of the value of work done but not paid in running bills shall be held as retention money. It shall be released in stages, when the retention money accumulated exceeds Rs.2 (Two) lakhs on production of Bank Guarantee Bond of an equivalent amount so released and valid up to 90 days after the date of expiry of Defect Liability Period(DLP). Alternatively, the CONTRACTOR may produce a Bank Guarantee Bond for an equal value valid up to 90 days after the date of expiry of DLP. The retention money recovered in each running bill can be released to the extent of the value of such Bank Guarantee Bond. On completion of entire work as per the Agreement and on issuance of completion certificate by the OWNER, the value of 10% held in running bills payment shall be reduced to 7.5% (Seven and half percent) on final contract sum and balance shall be released on completion of all works and on issuance of completion certificate by the OWNER.

### 6.12. Performance Bank Guarantee (PBG)

The CONTRACTOR shall submit irrevocable Performance Bank Guarantee totalling to 7.5% (Seven and half percent), or as specified in the SCC, of the final contract sum, inclusive of initial Security Deposit of 2.5% (Two and a half percent), and shall be released 90 days after expiry of the DLP and satisfactory completion of all contractual obligations including DLP obligations on issuance of "Final Acceptance Certificate (FAC)" by the OWNER and submission of "No Demand Certificate" by the CONTRACTOR. If Defect Liability Period is extended, validity of Bank Guarantee shall be extended up to extended DLP.

In case any contractual obligations remain outstanding, the CONTRACTOR shall extend BGs/Securities as asked by the OWNER till the time the CONTRACTOR settles these and completes all contractual obligations.

The OWNER reserve the right to forfeit the PBGs, if any provisions of the contract are not fulfilled by the CONTRACTOR.

### PAYMENT ON ACCOUNT/PROGRESSIVE INTERIM PAYMENTS

6.13. "Bills for the progressive payments" shall be submitted by the CONTRACTOR monthly. However, in special circumstances with the approval of the OWNER progressive payments may be submitted within 15 days from the last running bill paid. In order to make the Progressive Interim Payment for the work to be executed on lump-sum basis, the CONTRACTOR shall submit detailed Billing Break-up (BBU) of the lump-sum amount for the OWNER's approval. The BBU so submitted by the CONTRACTOR shall be finalized in consultation with the OWNER.

## GCC 2023

- 6.14. The progressive payment shall be released after certification by PM/Engineer-in-Charge that works have been performed in accordance with the Technical Specifications including Quality Assurance Plan (QAP) and authorisation for the payment. However, the release of first progressive interim payment shall also be subject to submission of documentary evidence by the CONTRACTOR towards having taken the insurance policy(ies) in terms of relevant provisions of SCC for CONTRACTOR's Liability and Insurance and acceptance of the same by PM/Engineer-in-Charge.
- 6.15. The progressive payments further to first Running Account Receipt (RAR) Bill shall be released after certification of PM/Engineer-in-Charge that the CONTRACTOR has complied with requirements of the contract for bringing Tools & Plants (T&P) at the site, establishment of the site office, lab testing facilities etc. as specified in the contract. If the CONTRACTOR defaults in fulfilling the above requirements, the OWNER or his authorized representative shall have the authority to withhold an amount equal to following percentage of the claimed amount by the CONTRACTOR in the submitted RAR Bills: -
- |                 |   |  |
|-----------------|---|--|
| Second RAR bill | - | 10 % (Ten percent) of the bill amount    |
| Third RAR bill  | - | 20 % (Twenty percent) of the bill amount |
| Fourth RAR bill | - | 30 % (Thirty percent) of the bill amount |
- Further beyond the Fourth RAR Bill, no payment shall be made to the CONTRACTOR by the OWNER unless the CONTRACTOR has complied with above said requirements.
- 6.16. All interim/progressive/running payments shall be regarded as payment by way of advance against final payment only and not as payment for the work completed till the date of final payment. The running payment made shall not preclude the liability of the CONTRACTOR to finally complete the work strictly in accordance with the specifications and drawings, if required by re-constructing faulty work.
- 6.17. All invoices for running payments as well as for final payments shall be submitted in prescribed forms duly recommended by the PM/Engineer-in-Charge and supported by detailed measurement of items of work in accordance with GCC Article 17.
- 6.18. Adjustment of final contract sum shall be made in the last 3 (three) consecutive running bill payment based on the final quantities against various items of work. Adjustment shall also be made in the contract sum due to variation in executed work, if any, as per requirement of the OWNER in those 3 (three) last running bill payments.

### FINAL PAYMENT

- 6.19. The final bill shall be submitted by the CONTRACTOR within 3 (Three) months from the date of completion of works accompanied by:
- Completion certificate issued by the OWNER.
  - No claim Certificate by the CONTRACTOR.
  - Consumption Statement of steel and cement certified by the PM/Engineer-in-Charge.
  - Consumption Statement for all other imperishable materials like bricks, electrical and sanitary fittings etc. for which advance has been given by the OWNER as mentioned above in GCC Article 6.7 to 6.10.
  - Original guarantee furnished by CONTRACTOR's Suppliers for applicable items and in favour of the OWNER.
  - Bank guarantee for DLP by the CONTRACTOR.

## GCC 2023

(g) Test Certificate for items and materials.

(h) Completion Drawing/Sketches of completed work as mentioned in SCC/Technical specifications.

6.20. The final bill shall be submitted by the CONTRACTOR along with all documents with completeness in the specified manner and format within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the OWNER whichever is earlier. No further claims shall be made by the CONTRACTOR after submission of the final bill and these shall be deemed to have been waived, extinguished and non-arbitrable.

### GENERAL TERMS OF PAYMENT

#### 6.21. Sub-Contracts Payment in Composite Contract

In case main CONTRACTOR fails to make the payment to the Sub-contractor associated by him, within 15 days of receipt of each running account payment, then on the written complaint of sub-contractor, PM/Engineer in charge shall serve the show cause notice to the main CONTRACTOR and if reply of main CONTRACTOR either not received or found unsatisfactory, he may make the payment directly to the Sub-contractor as per the terms and conditions of the agreement drawn between main CONTRACTOR and Sub-contractor. Such payment made to the Sub-contractor shall be recovered by the OWNER from the next RAR Bill/ final bill due to main CONTRACTOR as the case may be.

6.22. All payments to the CONTRACTOR shall be made through Electronic Fund Transfer (EFT) only, based on the details submitted by the CONTRACTOR.

6.23. Bank Guarantee Bond only from scheduled commercial banks shall be accepted, however for strategic work, foreign bank shall not be permitted.

6.24. In case of part acceptance of the Work, the PM/ Engineer-in-Charge shall have the right to release payment for that part of the Work.

6.25. Acceptance of the Work without fulfilling all the obligations mentioned under rates and measurement in Technical Specifications shall be considered as part acceptance of Work.

6.26. 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. No certificate of the PM/ Engineer-in-Charge supporting an interim payment shall itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the Contract.

6.27. In case of the delayed Work beyond the scheduled completion period, pending consideration of extension of time of completion if it had been requested by the CONTRACTOR, interim payments shall continue to be made as herein above provided without prejudice to the right of OWNER to take action under the terms of contract for delay in completion of work, if the extension of time is not granted by the OWNER or extension of time is granted with levy of compensation.

#### 6.28 Payment of taxes

6.28.1. GST applicable upon on account payment shall be paid/reimbursed to the CONTRACTOR along with such payments, on production of satisfactory documentary evidence by the CONTRACTOR.

## GCC 2023

6.28.2. Notwithstanding anything to contrary contained in the Contract, the CONTRACTOR's right to payment under the Contract is subject to issuance of valid tax invoice, payment of applicable GST to the credit of appropriate Government and submission of valid particulars of tax invoice under GST returns in accordance with GST Law.

6.28.3. The CONTRACTOR shall issue tax invoices, file appropriate returns, and deposit the applicable GST to the account of appropriate government within the time limit prescribed under the GST Law. In the event of any default, the CONTRACTOR shall be liable to pay any penalty/demand raised on the OWNER due to default by CONTRACTOR, and the same shall be recovered/CONTRACTOR shall make good the loss.

6.28.4. The CONTRACTOR shall be responsible for the issuance of e-way bill and other compliances relating to e-way bill as per GST law.

### 6.29. Overpayments and Underpayments

6.29.1. Wherever any claim for the payment of a sum of money to the OWNER arises out of or under this Contract against the CONTRACTOR, the CONTRACTOR upon demand by the OWNER or by the PM/Engineer-in-Charge on behalf of the OWNER, with explanation of the reasons for such a sum/ claim becoming due, shall forthwith pay the same to the OWNER. If the CONTRACTOR fails to do so within twenty-one (21) days of such a claim, then the same may be deducted by the OWNER from any sum then due or which at any time thereafter may become due to the CONTRACTOR under this Contract or from any other sum due to the CONTRACTOR available with the OWNER or the Government or any other Accepting officer contracting through the OWNER's Organisation.

6.29.2. The OWNER reserves the right to carry out post payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc. The OWNER further reserves the right to enforce and recover any overpayment when detected.

6.29.3. Any amount due to the CONTRACTOR under this Contract for underpayment may also be adjusted up to the Final Bill against any amount then due from the OWNER to the CONTRACTOR.

6.30. If the CONTRACTOR, having been called upon by the OWNER to furnish initial Security Deposit, fails to do so within the specified period, it shall be lawful for the OWNER at its discretion to annul the award and enforce Earnest Money Deposit/ Declaration (in lieu of forfeiture of the Earnest Money), besides taking any other administrative punitive action.

6.31. If the CONTRACTOR during the currency of the Contract fails to maintain the requisite Security Deposit and Retention Money, it shall be lawful for the OWNER at its discretion to terminate the Contract for Default besides availing any or all contractual remedies provided for breaches/ default, or without terminating the Contract recover from the CONTRACTOR the amount of such security deposit and retention money by deducting the amount from the pending bills of the CONTRACTOR under the contract or any other contract with the OWNER or the Government or any other Accepting officer contracting through the OWNER's Organisation.

### RECOVERIES FROM SECURITIES

6.32. The OWNER shall be entitled, and it shall be lawful on his part,

## **GCC 2023**

(a) to deduct from the securities or to forfeit the said security in whole or in part in the event of;

i) any default, or failure or neglect on the part of the CONTRACTOR in the fulfilment or performance in all respect of the contract under reference or any other contract with the OWNER's Organisation or any part thereof;

(ii) for any loss or damage recoverable from the CONTRACTOR which the OWNER may suffer or be put to for reasons of or due to above defaults/ failures/ neglect;

(b) and in either of the events aforesaid to call upon the CONTRACTOR to maintain the said security at its original limit by making further deposits, provided further that the OWNER shall be entitled, and it shall be lawful on his part, to recover any such claim from any sum then due or which at any time after that may become due to the CONTRACTOR for similar reasons.

### **ARTICLE – 7: TAXES AND DUTIES**

7.1 Except as otherwise specifically provided in the Contract, the CONTRACTOR shall be liable and responsible for the payment of all taxes, duties, levies and charges imposed on the CONTRACTOR, its Sub-contractors and those imposed on the CONTRACTOR's equipment, materials, supplies and services to be used in the performance of the Contract or furnished under the Contract and OWNER shall not entertain any claim whatsoever in this respect.

7.2 All Bank Charges, taxes, duties and all other charges in connection with payment to be made to the CONTRACTOR and in connection with Bank Guarantee Bond/ Securities shall be borne and paid by the CONTRACTOR.

7.3 The CONTRACTOR shall be entirely responsible for all taxes, duties, fees, levies etc., incurred until completion of work and Defect Liability Period (DLP).

7.4. If applicable under relevant tax laws and rules, the OWNER shall deduct from all payments and deposit required taxes to respective authorities on account of GST Reverse Charge Mechanism; Tax Deducted at Source (TDS), and Tax Collected at Source (TCS) relating to Income Tax, labour cess etc.

#### **7.5. Payment of GST under the contract**

7.5.1. The supply of Goods or Services or both, if imported into India, shall be considered as supply under inter-state commerce/ trade and shall attract integrated tax (IGST). The IGST rate and GST cess shall be applicable on the 'Custom Assessable Value' plus the 'Basic Customs duty applicable thereon'.

7.5.2. While claiming reimbursement of duties, taxes etc. (like GST) from the OWNER, as and if permitted under the contract, the CONTRACTOR shall also certify that in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the CONTRACTOR) shall refund to the OWNER, their share out of such refund received by the CONTRACTOR. The CONTRACTOR shall also refund the appropriate amount to the OWNER immediately on receiving the same from the concerned authorities.

7.5.3. All necessary adjustment vouchers such as Credit Notes/ Debit Notes for any short/ excess works or revision in prices or any other reason under the contract shall be submitted to the OWNER in compliance with GST provisions.

## GCC 2023

7.5.4. Liquidated damages or any other recoveries should be shown as deductions in the running/final bill.

7.5.5 OWNER shall not be responsible for the CONTRACTOR's tax payment or duty under a misapprehension of the law.

### 7.6. **Statutory Variation:**

7.6.1. Unless otherwise stated in the contract, statutory increase in applicable GST rate only during the original Contract period shall be to OWNER account. Any increase in the rates of GST beyond the original completion date during the extended completion period shall be borne by the CONTRACTOR for which CONTRACTOR alone is responsible for delay as determined by the OWNER. The benefit of any reduction in GST rate must be passed on to the OWNER during the original and extended completion period.

7.6.2. Further, in case of any variation in the rates of the GST after the last date of bid submission, the same shall be paid / reimbursed to / recovered from the CONTRACTOR subject to submission of documentary evidence.

### 7.8. **Duties/ Taxes on Materials**

The OWNER is not liable for any claim from the CONTRACTOR on account of fresh imposition and/ or increase (including statutory increase) of GST, customs duty, or other duties on raw materials and/ or components used directly in the manufacture of the contracted Goods taking place during the pendency of the contract unless such liability is expressly agreed to in terms of the contract.

### 7.9 **Customs Duty**

Custom Duty Exemption Certificate will not be issued by the OWNER for components/raw materials imported by the Bidder/CONTRACTOR. Bidder shall quote amount inclusive of custom duty as applicable.

7.10. The CONTRACTOR shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar, sand and all other quarried material etc. from local authorities.

7.11. If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the OWNER and is not paid by the CONTRACTOR to the State Government, Local authorities in respect of any material used by the CONTRACTOR in the work(s), then in such a case, it shall be lawful to the OWNER and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues or Securities of the CONTRACTOR.

7.12. The CONTRACTOR shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the OWNER and/or the PM/Engineer-in-Charge and shall also furnish such other information/document as the PM/Engineer-in-Charge may require from time to time.

7.13. The CONTRACTOR shall himself be aware and well informed of all the applicable laws, notifications, rules, circulars and other communications of the State or Central or other authorities with regard to levy of any tax, duty, cess, levy or fee etc., which in any manner may impinge upon him in performance of any obligations/responsibilities under or arising out of the Contract.

## GCC 2023

7.14. The CONTRACTOR shall, within a period of 30 days of the imposition of any such further tax or levy or cess, or variation or repeal of such tax or levy or cess give a written notice thereof to the PM/Engineer-in-charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

7.15. If the CONTRACTOR intends to engage itself in quarrying or mining of soil/earth, sand, stone/aggregates, metals, minerals or minor minerals required for the work(s), as the case may be, it shall obtain necessary permits under the applicable law for such mining or quarrying from the State/Central Government authorities and pay the fee or charges applicable thereto.

7.16. The Contract Price shall be inclusive of any Royalties or Cess or other charges payable on the quarried or mined metal, minerals or minor minerals paid to the statutory authorities.

7.17. The CONTRACTOR shall submit followings to the OWNER during execution of the work: -

(a) In case the CONTRACTOR is the primary license holder of the quarry / mines:

(i) Vehicle wise challan / transit permit and proof of payment of royalty, and

(ii) Any other document required as per the relevant Acts / Rules of the concerned state.

(b) In case the CONTRACTOR is the purchaser of soil/earth, sand, stone/aggregates, metals, minerals or minor minerals:

(i) Purchase voucher and vehicle wise challan / transit permit and proof of payment of royalty, and

(ii) Any other document required as per the relevant Acts / Rules of the concerned state.

7.18. In case the CONTRACTOR fails to provide the required proof of royalty payment with the RA bill then an amount based on the prevailing rates of the royalty shall be deducted from the respective RA bill, which shall be refunded to the CONTRACTOR on submission of proof of royalty payment. However, if the CONTRACTOR fails to provide the proof of royalty payment within a period of 60 days from the date of RA bill, the OWNER or his authorized representative shall issue a notice to the CONTRACTOR giving 30 days' time for submission of the proof of royalty payment. In case of non-submission of the proof of payment of royalty by the CONTRACTOR, the amount so deducted shall be deposited to the concerned authority.

7.19. The CONTRACTOR shall pay and indemnify the OWNER against any default in payment of Royalties or Cess or other charges by the CONTRACTOR or the agency from which the CONTRACTOR purchases soil/earth, sand, stone/aggregates, metals, minerals or minor minerals etc.

7.20. If a new tax, duty or levy is imposed under the statute or law in India after the last date of bid submission and the Contractor becomes liable there under to pay and actually pays the said new tax, duty or levy for bonafide use on the work(s) contracted, the same shall be reimbursed to the Contractor against documentary evidence of proof payment, provided that the amount thus claimed is not paid/payable under price variation provision of the Contract.



## GCC 2023

- 7.21. The payment / reimbursement of statutory variations in the rates of tax and/or of new tax, duty or levy imposed under statute or law in India as per GCC Article-7.6, would be restricted only to direct transactions between the OWNER and the CONTRACTOR.

### **ARTICLE – 8: RESPONSIBILITY OF THE OWNER**

#### **8.1. Handing over of Site**

- 8.1.1. The OWNER shall make available Site to the CONTRACTOR, free of encumbrance as soon as possible after the award of the Contract. 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 PM / Engineer-in-Charge in writing.
- 8.1.2. The OWNER reserves the right to hand over the Site in parts progressively to the CONTRACTOR. The CONTRACTOR will be required to take possession of the Site without any undue delay and do work on the released fronts in parts without any reservation whatsoever.
- 8.1.3. However, in case of any delay in handing over of the Site to the CONTRACTOR, which delays the performance of the Work, commensurate to the resources mobilised by the CONTRACTOR, then the CONTRACTOR will be eligible for suitable extension in time for completion of the Work as per the provisions of GCC Article 4.
- 8.1.4. The portion of the Site to be occupied by the CONTRACTOR shall be indicated by the PM/Engineer-in-Charge at Site and the CONTRACTOR shall on no account be allowed to extend his operations beyond these areas. Further, the CONTRACTOR shall not hinder in any way the working of other CONTRACTORS on the Site.
- 8.1.5. The CONTRACTOR shall provide, if necessary, all temporary access to the Work Site and shall alter, adapt and maintain the same as required from time to time and shall take up and clear them away as and when no longer required and, as and when instructed by the PM/Engineer-in-Charge and make good all damage done to the Site.
- 8.1.6. The CONTRACTOR shall be permitted to use all available access roads for the purposes of the Contract. If any damage is done to such roads and associated areas like drains, culverts, etc. by the CONTRACTOR, the same shall be made good by the CONTRACTOR at his own cost, as directed by the PM/Engineer-in-Charge.

#### **8.2. Admission to Site**

The OWNER reserves the right of taking over, at any time, any portion of the Site which it may require and the CONTRACTOR shall at his own expense clear such portion forthwith.

- 8.3. The OWNER shall furnish to the CONTRACTOR working drawings and sketches, or as specified in the contract, and instructions for execution of the works.
- 8.4. The OWNER shall inspect the works and witness the tests where conducted.
- 8.5. The OWNER shall not be responsible to fulfil his obligations in time if such obligations are dependent on CONTRACTOR's submissions in time and where the CONTRACTOR has failed to do so.



## GCC 2023

- 8.6. The OWNER shall facilitate to get the entry passes issued to the CONTRACTOR and his Employees and workers to work within any restricted area.
- 8.7. The CONTRACTOR shall submit his proposal to the PM / Engineer-in-Charge, within 02 (Two) weeks from the date of issue of the Letter of Intent (LOI), about his exact requirement of space for offices for his personnel and PM/ Engineer-in-Charge etc., storage area, pre-assembly and fabrication areas, labour and staff colony area (land, if available), etc. The above requirement shall be reviewed by the PM / Engineer-in-Charge and space as decided by him will be allotted for his use as well as his Sub-contractor's use, for the work during the contract period. The CONTRACTOR shall not carry out any other commercial activities on such allotted land/space.
- 8.8. On completion of the Work, the CONTRACTOR shall handover the site / land / space, duly cleaned & cleared, to the PM / Engineer-in-Charge. Until and unless the CONTRACTOR has handed over the vacant possession of site / land / space allotted to him for the above purpose, the payment of his final bill shall not be made. The CONTRACTOR shall not be allowed to occupy the site / land / space after completion of Work. However, PM / Engineer-in-Charge, based on CONTRACTOR's proposal, shall approve the requirement of land / space for Defect Liability Period.

### **ARTICLE – 9: OBLIGATIONS OF THE CONTRACTOR**

- 9.1. The OWNER shall have authority to execute other works (whether or not in connection with the Work) at the Site contemporaneously with the execution of Works. The CONTRACTOR shall share the common facilities for such purpose.
- 9.2. In order to ensure that the contract Work is executed strictly in accordance with the contract and in time, the CONTRACTOR shall have the following obligations at no extra cost to the OWNER in addition to such other obligations and responsibilities as have been specified elsewhere in the contract: -
- (a) Arrange for testing of water, soil, concrete, all construction material etc. as per QA/QC plan and as directed by the PM/ ENGINEER-in-Charge.
- (b) Provision of adequate numbers of construction plants and machinery including mechanised system of construction, handling and transportation as defined in Contract.
- (c) Provide special magazine at site for storage of explosive for which requisite licence shall be obtained from the concerned authorities.
- (d) Provide adequate Safety, Health & Environment (SHE) and obligatory provisions for work and workmen.
- (e) Clearance of the site of all rubbish, debris, vats, tanks, materials, labour huts, temporary structures, plant & machinery, scaffolding & filling of all pits, excavation & hand over the site in clean condition to the OWNER.
- (f) Opening up of covered work(s) if instructed by the PM / Engineer-in-Charge, if such covering was done before inspection by the PM / Engineer-in-Charge.

## GCC 2023

- 9.3. The CONTRACTOR shall give notices and all necessary permits and approval as may be required for the contract Work and shall pay for all such permits and approval at his own cost.
- 9.4. The CONTRACTOR shall take reasonable precautions to prevent his workmen or any other person from taking away of materials or damaging any articles or things or work and protect the same. The CONTRACTOR shall make good such removal or damage of the articles or things or work at his own cost.
- 9.5. **Time at large**  
If the Work is not contemplated to be completed before date of completion as per contract, the CONTRACTOR has to avoid immediately the time at large situation and shall give notice/apply to the OWNER for the Extension of Time (EOT) at least 60 days prior to stipulated date of completion in the contract. The OWNER shall extend the currency of agreement and set a time limit for completion and make extended time as essence of contract.
- 9.6. **Temporary / Enabling Works**
- 9.6.1. The siting and nature of all temporary site offices, store, Godown, fabrication yard, stack yard, temporary access road to the work areas, temporary access tracks to work areas, sumps, and all other Temporary / Enabling Works as may be required for the proper execution of the Works shall be subject to the approval of PM / Engineer-in-Charge. These Works shall be executed by the CONTRACTOR without any extra cost to the OWNER.
- 9.6.2. All equipment, labour, materials including cement, reinforcement and the structural steel required for the Temporary / Enabling Works associated with the entire Contract shall have to be arranged by the CONTRACTOR only. Nothing extra shall be paid to the CONTRACTOR on this account and the price quoted by the CONTRACTOR on this account and the price quoted by the CONTRACTOR for various items in the Schedule of Quantities shall be deemed to include the cost of these enabling Works.
- 9.6.3. The CONTRACTOR shall plan & execute the work as per available roads at Site. Wherever, the access roads near to the Work Site are not available, the CONTRACTOR shall make his own arrangement for temporary approach to the Work Site including borrow/disposal areas and for movement of men, machinery, other equipment etc. required for carrying out the Work(s) included under this Contract. All temporary drainage of Works area and all weather temporary truckable/haulage roads as required by the CONTRACTOR shall be constructed and maintained during the construction period by the CONTRACTOR at his own cost.
- 9.8. **Urgent Works**  
In the event of any Urgent Work becomes necessary for progress and completion of this particular Work and the CONTRACTOR is unable or unwilling at once to carry it out, the PM / Engineer-in-Charge may by his own or other means carry it out as he may consider necessary, the expenses thereof will be borne by the CONTRACTOR.
- 9.9. **Changes in Constitution/ financial stakes/ responsibilities of Contractor's Business**

## GCC 2023

The CONTRACTOR must proactively keep the OWNER informed of any changes in its constitution/ financial stakes/ responsibilities during the execution of the contract.

### 9.9.1. Partnership firm

Where the CONTRACTOR is a partnership firm, the following restrictions shall apply to changes in the constitution during the execution of the contract: -

(a) A new partner shall not be introduced in the firm except with the previous consent in writing of the OWNER which shall be granted only upon execution of a written undertaking by the new partner to perform the contract and accept all liabilities already incurred by the firm under the contract before the date of such undertaking.

(b) On the death or retirement of any partner of the "CONTRACTOR firm" before the complete performance of the contract, the OWNER may, at his option, terminate the contract for default as per the contract and avail any or all remedies thereunder.

(c) If the contract is not terminated as provided in sub-article (b) above notwithstanding the retirement of a partner from the firm, that partner shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under Section 32 of the Partnership Act, has been sent by him to the OWNER in writing or electronically.

### 9.9.2 Proprietorship firm

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

## OBLIGATION TO MAINTAIN ELIGIBILITY AND QUALIFICATIONS

9.10. The contract is awarded to the CONTRACTOR based on specific eligibility and qualification criteria. The CONTRACTOR is contractually bound to maintain such eligibility and qualifications during the execution of the contract. Any change which would vitiate the basis on which the contract was awarded to the CONTRACTOR should be pro-actively brought to the notice of the OWNER within 7 days of it coming to the CONTRACTOR's knowledge. These changes include but are not restricted to Change regarding declarations made by him in his bid regarding Eligibility Declaration.

9.11. Neither the CONTRACTOR nor his Sub-contractors or their personnel shall engage in, either directly or indirectly during the term of this Contract, any business or professional activities in India that would conflict with the activities assigned to them under this Contract.

9.12. The CONTRACTOR shall not engage in, either directly or indirectly, after the termination of this Contract, such business or professional activities with OWNER or OWNER's organisation.

## CONSEQUENCES OF A BREACH OF OBLIGATIONS

9.13. Should the CONTRACTOR or any of its partners or its Sub-contractors or the Personnel commit a default or breach of contract as per GCC Article 40, the CONTRACTOR shall remedy such breaches within 21 days, keeping the OWNER informed. However, at its discretion, the OWNER shall be entitled, and it shall be lawful on his part, to treat it as a breach of contract and avail any or all remedies thereunder. The decision of the OWNER as to any matter or thing

## **GCC 2023**

concerning or arising out of breach of contract on any question whether the CONTRACTOR or any partner of the CONTRACTOR firm has committed a default or breach of any of the conditions of the contract shall be final and binding on the CONTRACTOR.

### **PERMITS, APPROVALS AND LICENSES**

9.14. Whenever the supply of materials and incidental Works/ Services requires that the CONTRACTOR obtain permits, approvals, and licenses from any authorities, it shall be the CONTRACTOR's sole responsibility to obtain these and keep these current and valid. Any special requirement such as environmental clearance etc. shall be as per SCC. If requested by the CONTRACTOR, the OWNER shall make its best effort to assist the CONTRACTOR in complying with such requirements in a timely and expeditious manner, without any dilution of the CONTRACTOR's responsibility in this regard.

### **CUSTODY AND RETURN OF THE OWNER'S MATERIALS/ EQUIPMENTS/ DOCUMENTS GIVEN TO CONTRACTOR.**

9.15. Unless stipulated in the contract, no asset / property / drawings / material / samples / equipment / utility shall be provided or loaned to the CONTRACTOR for the performance of the contract. Whenever such assets are required to be issued to the CONTRACTOR (inter-alia in fabrication or design) as per the contract, these would be issued only as per SCC's terms and conditions and against appropriate safeguards (including Insurances, Bank Guarantee, Indemnity Bonds and Retention Money etc.) specified therein. The CONTRACTOR shall use such property for the execution of the contract and no other purpose whatsoever.

9.16. The CONTRACTORS shall sign receipts for all tools, plants and materials or other assets/ properties handed over to him by the OWNER. All such assets shall be deemed to be in good condition when received by the CONTRACTOR unless he has within twenty-four hours of the receipt thereof notified the OWNER to the CONTRACTOR. Otherwise, he shall be deemed to have lost the right to do so at any subsequent stage.

9.17. These assets shall remain the property of the OWNER, and the CONTRACTOR shall take all reasonable care of all such assets. The CONTRACTOR shall be responsible for all damage or loss from whatever cause caused while such assets are possessed or controlled by the CONTRACTOR, staff, workmen or agents.

9.18. Where the CONTRACTOR insures such assets against loss or fire at the request of the OWNER, such insurance shall be deemed to be by way of additional precaution and shall not prejudice the liability of the CONTRACTOR as aforesaid.

9.19. The CONTRACTOR shall return all such assets in good order or repair, fair wear and tear accepted, before the completion/ closure/ termination of the contract and shall be responsible for any failure to account for the same or any damage done to that as assessed by the OWNER, whose decision shall be final and binding.

### **NOTICES TO LOCAL BODIES**

9.20. The CONTRACTOR shall comply with and give all notices required under any Governmental authority, instrument, rule or order made under any Act of

## GCC 2023

Parliament, State Laws or any regulation or bye-laws of any local authority relating to the Work(s). He shall, before making any variation from the Contract drawings necessitated by such compliance, give to the PM/Engineer-in-Charge a written notice giving reasons for the proposed variation and obtain the PM/Engineer-in-Charge's instructions thereon, in writing.

- 9.21. The CONTRACTOR shall pay and indemnify the OWNER against any liability in respect of any fees or charges payable under any Act of Parliament, State laws or any Government instrument, rule or order and any regulations or bye-laws of any local authority in respect of the Work(s) and obligations under the contract.

### HUMAN RESOURCES

- 9.22. The CONTRACTOR for the purpose of the Contract shall engage/ employ adequate number of key personnel in all areas such as design/ engineering (wherever applicable), planning, scheduling, construction and carrying out of all maintenance of his plant and equipment, including competent & skilled work force as detailed in the Contract and also as directed by the PM / Engineer-in-Charge, if so required as per site condition. The PM/Engineer-in-Charge will approve any proposed replacement of such key personnel including work force only if their qualifications, experience, competence and capabilities are substantially equal to or better than those personnel originally identified and approved by the PM / Engineer-in-Charge.

- 9.23. The CONTRACTOR shall, unless otherwise provided in the Contract, make his own arrangement for engagement of all staff and labour, local (if not prohibited for some particular work in the Contract) or otherwise and for their payment, housing, transport, lodging and welfare as may be required by law and or by industry practice. The CONTRACTOR shall provide the PM/Engineer-in-Charge a return in detail in such form and at such intervals as he may reasonably prescribe showing the staff and number of the several classes of labour and other staff from time to time employed by the CONTRACTOR at site or in connection with the work along with such information as the PM/Engineer-in-Charge may reasonably require.

#### 9.24. CONTRACTOR's labour Regulations

During the entire period of Contract, the contractor and his Sub-contractors shall, at all times abide by all existing and as amended time to time labour enactments, rules made therein, regulations, notifications and bye-laws by the appropriate government, local authority or any other labour laws or notification that may be issued under any labour law published by the State or Central Government or Local Authorities.

CONTRACTOR's Labour Regulations shall be as per **Annexure -A** (RDCE CONTRACTOR's Labour Regulations).

### COOPERATION WITH OTHER CONTRACTORS / AGENCIES

- 9.25. The CONTRACTOR shall extend all reasonable cooperation to other CONTRACTORS, agencies etc. of the OWNER engaged in connection with the work or any other work not in the scope of this work as may be required by the PM/Engineer-in-Charge.

- 9.26. The CONTRACTOR shall attend at his cost, all the meetings with the OWNER, other CONTRACTORS and the Consultants of the OWNER for the purpose of the Contract. The CONTRACTOR shall attend such meetings as and when required by the OWNER.

## **TREASURE, TROVE, FOSSILS etc.**

9.27. All fossils, oil and precious metals and other minerals, precious stones, coins, article of value of antiquity and structures and other remains and things of geological or archaeological interest discovered at site of works shall be notified by the CONTRACTOR immediately to the OWNER for onward intimation to the concerned authorities and shall be the absolute property of the OWNER. The CONTRACTOR shall take reasonable precautions to prevent his workmen or any other person from removing or damaging any such article or thing and protect the same as per the instruction of OWNER.

## **PROTECTION OF TREES**

9.28. Trees designated by the PM/Engineer-in-Charge shall be protected from damage during the course of works and sufficient earth level around each such tree shall not be disturbed. Where necessary, such trees shall be protected by providing temporary fencing at the cost of the OWNER.

## **SECURITY WATCH AND LIGHTING**

9.29. The CONTRACTOR shall provide and maintain at his own expense and without any extra cost to the OWNER all lights, guards, fencing and watch & ward when and where necessary or required by the PM / Engineer-in-Charge for the protection of all building / structures, equipment and materials under their custody or for the safety and convenience of those employed on the Works or the public at Site of the work.

## **PREVENTION OF POLLUTION**

9.30. The CONTRACTOR shall make necessary arrangement to prevent pollution of the water in any adjacent water bodies including stream, springs, nallah, river and lakes etc. The CONTRACTOR shall be solely responsible and liable for all damage caused by any pollution that may take place during the execution of the Work. CONTRACTOR shall also make necessary arrangement to prevent air pollution, land pollution (Top Soil) and sound pollution generated by execution of works and follow Bye Laws of state pollution Control authorities & Central Pollution Control Board (CPCB).

## **EXPLOSIVES**

9.31. Permission for the transportation, storage and use of explosives shall be obtained from the appropriate authority as directed by the OWNER and all explosive materials shall be used only by valid licenced blaster under close supervision. It shall be the responsibility of the CONTRACTOR to seek and obtain any necessary permits, and to ensure that the requirements of the authorities are complied with, in all respects. Failure to do so may result in the OWNER withdrawing permission to use explosives. The indemnification provided for, under the General Condition of Contract(GCC) shall include indemnification against claims in respect of any incident arising from the use of explosives.

## **TRAINING OF APPRENTICES**

9.32. The CONTRACTOR shall, during the Contract, engage qualified, experienced and trained workmen for execution of work as per requirement and as directed by the PM / Engineer-in-Charge.

## **DISMANTLED MATERIALS OWNERSHIP**



## **GCC 2023**

9.33. The CONTRACTOR shall treat all materials obtained during dismantling of a Government structure, excavation of the site for a work, etc. (unless otherwise specified in the Contract), as Government's property and such materials shall be disposed off to the best advantage of Government according to the instructions in writing issued by the PM / Engineer-in-Charge.

### **LIABILITY FOR DAMAGES, DEFECTS OR IMPERFECTIONS AND RECTIFICATION THEREOF**

9.34. The CONTRACTOR shall comply with the provisions of the contract and with the care and diligence to execute and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The CONTRACTOR shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.

9.35. The CONTRACTOR shall not make any alteration, in addition to or omission from the Work(s) as described in the contract except in pursuance of the written instructions of the OWNER.

9.36. If the CONTRACTOR or his workmen or employees shall injure or destroy any part of the building / structure in which they may be working or any building, road, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground 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 by the virtue of the work executed by the CONTRACTOR while in progress, the CONTRACTOR shall upon receipt of a notice in writing on that behalf make the same good at his own expense. If it shall appear to the PM/Engineer-in-Charge at any time during construction or re-construction or prior to the expiration of the Defects Liability Period, that any work has been executed with unsound, imperfect or unskilled workmanship or that any materials (Civil and/or MEP) 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 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 PM/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 (Civil and/or MEP) 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 PM/Engineer-in-Charge in his notice aforesaid, the PM/Engineer-in-Charge may rectify or remove and re-execute the work and/or remove and replace with others, the materials or articles notified of, as the case may be, deduct the expense from any sums that may be due or at any time thereafter may become due to the CONTRACTOR, or from his Performance Bank Guarantee or the proceeds of sale thereof or of a sufficient portion thereof.

## **ARTICLE – 10: QUALITY OF WORK**

### **QUALITY ASSURANCE PROGRAMME**



## GCC 2023

10.1. Sampling, testing and quality assurance requirements are given in Technical Specifications. Quality Assurance programme shall be submitted by the CONTRACTOR and finalized within Two (02) weeks after the date of issue of the LOI.

10.2. All costs associated with testing of materials required as per Technical Specifications shall be deemed to be included in Contract rates/prices in the Schedule of Quantities. No extra cost on account of it shall be paid to the CONTRACTOR.

10.3. The 'Technical Specification and Quality Assurance' shall specify inspections and tests (including raw materials and / or stage inspections, if so specified) to be carried out and where and how they are to be conducted. If such inspections and tests are conducted in the premises of the CONTRACTOR or its Sub-contractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the CONTRACTOR to the OWNER or his authorized representative, at no charge to the OWNER.

### **INSPECTION, QUALITY ASSURANCE AND APPROVAL**

10.4. **Work to be Executed in Accordance with Specifications Drawings, orders etc.** The CONTRACTOR shall execute the whole and every part of the work in the most substantial and workmen like manner both as regards to the materials and otherwise in every respect in strict accordance with the specifications. The CONTRACTOR shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the PM / Engineer-in-Charge. The CONTRACTOR shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as per the standard specifications of Central Public Works Department specified in BOQ or in any Bureau of Indian Standard or any other, published standard or code or, Schedule of Rates or any other printed publication referred to elsewhere in the contract.

10.5. All Works embracing more than one stage shall be subject to examination and approval at each stage thereof and the CONTRACTOR shall give due notice to the PM / Engineer-in-Charge or his authorised representative when each stage is ready. In default of such notice, the PM / Engineer- in-Charge shall be entitled to appraise the quality and extent thereof.

10.6. No work shall be covered up or put out of view without the approval of the PM / Engineer-in-Charge or his authorised representative and the CONTRACTOR shall provide full opportunity for examination and measurement of any work which is about to be covered up or put out of view and for examination of foundations before further work is placed thereon. The CONTRACTOR shall give due notice to the PM/Engineer-in-Charge or his authorised representative whenever any such work or foundation is ready for examination and the PM/Engineer-in-Charge or his representative shall without unreasonable delay, unless he considers it unnecessary and advises the CONTRACTOR 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 he shall, if required by the PM / Engineer-in-Charge, uncover such work at his own expense.

10.7. All works under or in course of execution or executed in pursuance of the Contract, shall at all times be open and accessible to the inspection and supervision of the PM/Engineer-in - charge, his authorized subordinates in charge of the work and all the superior officers or any organization engaged by the Department for Quality Assurance and of the Chief Technical Examiner's Office, and the CONTRACTOR shall,



## GCC 2023

at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the CONTRACTOR, either himself be present to receive orders and instructions or have a responsible representative duly accredited in writing, present for that purpose. Orders given to the CONTRACTOR's representative shall be considered to have the same force as if they had been given to the CONTRACTOR himself. The defects observed as a result of such technical examination shall be rectified by the CONTRACTOR at his own cost, as notified by the PM/Engineer-in-Charge. However, if the defects are not rectified, the devaluation of the work shall be carried out and recovery thereon shall be affected.

### TESTS AND INSPECTIONS

10.8. The OWNER and / or its authorised representative(s) shall, without any extra cost to the OWNER, inspect and / or test the Work(s) and the Services to confirm their conformity to the contract specifications and other quality assurance details incorporated in the Contract.

10.9. As soon as certain equipment for incorporation in works is getting ready, the CONTRACTOR shall submit a request for inspection to the OWNER or his authorised representative who shall inform the CONTRACTOR in writing of its programme for such inspection and the officials' identity to be deputed for this purpose.

10.10. The costs of tests and inspections (including any special or third-party tests), whether at site or at the CONTRACTOR's or manufacturing entity's premises, shall be borne by the CONTRACTOR. Also, in case of stipulation for type testing/ proto-type testing of machinery and plant involving special tests, the cost shall be borne by the CONTRACTOR.

10.11. Under no circumstances, the authorised representative of OWNER for inspection shall have the authority to modify / change the technical specifications, approved drawings or samples during inspection without the OWNER's approval.

#### 10.12. Verification at the last moment

10.12.1 In cases where only a portion of the Work(s) of the contract is proposed for inspection at the last moments of the original completion period of contract and also in cases where inspection is not completed in respect of the portion of the Work(s) proposed for inspection during the completion period, the OWNER shall carry out the inspection and complete the formality beyond the contractual time period at the specific written request by and at the risk and expense of the CONTRACTOR. The fact that the material/works have been inspected after the contractual completion period shall not amount to keeping the contract alive, and this shall be without any prejudice to the legal rights and remedies available to the OWNER or CONTRACTOR under the terms & conditions of the contract.

10.12.2 If the Work(s) proposed for inspection during or at the last moments of the completion period are not found as per the contract after carrying out the inspection, the OWNER reserves the right to take action as per GCC Article-40 for breach of the contract. If the Work(s) proposed for inspection are found as per the contract, the OWNER may grant an extension of the completion period subject to conditions mentioned in GCC Article-4.

10.13. All material and workmanship shall be of best quality available in the country and shall be in accordance with the technical specification, drawings and other instructions issued to the CONTRACTOR as per the contract.

## GCC 2023

10.14. If for any material or workmanship appropriate Indian Standards or codes are not available or have not been adequately specified in the technical specifications, such materials and workmanship shall conform to other suitable standards and codes as may be approved by the PM / Engineer-in-charge.

10.15. The CONTRACTOR shall take due care in achieving and maintaining tolerances specified for various works.

10.16. The CONTRACTOR shall ensure provision of anti-termite and water proofing treatment for foundations / basement / sunken portion / roof work and other specialized works such as Under ground structure as detailed in BOQ through specialized agencies as approved by the OWNER. These work shall carry a warranty of 05 (Five) years from completion of contract and issue of completion certificate in this regard. Final payment against anti-termite and water proofing work shall be released on production of Bank Guarantee Bond / FDR for equal value of final payment due against these works valid for a period of 05 (Five) years from issue of completion certificate.

Alternatively, agency may choose to submit Standing Bank Guarantee Bond / FDR for the following values: -

	Agencies Enlisted under Composite Category	Value of Bank Guarantee Bond / FDR
(i)	Upto Rs. 60.00 lakhs	Rs. 10.00 lakhs
(ii)	Rs. 60.00 to Rs. 150.00 lakhs	Rs. 20.00 lakhs
(iii)	Rs. 150.00 lakhs to Rs.500.00 lakhs	Rs. 50.00 lakhs
(iv)	Rs. 500.00 lakhs to Rs.5000.00 lakhs	Rs. 100.00 lakhs
(v)	Rs. 5000.00 lakhs to Rs.10000.00 lakhs	Rs. 200.00 lakhs
(vi)	Rs. 10000.00 lakhs to unlimited	Rs. 500.00 lakhs

Any defect noticed during this period shall be rectified within 30 days of written intimation by the OWNER failing which the rectification shall be carried out by the OWNER out of Bank Guarantee / FDR amount. The Bank Guarantee Bonds / FDR shall be released on expiry of warranty period and satisfactory completion of rectification of defects and on issuance of final "Acceptance Certificate" for these items by the OWNER.

10.17. The CONTRACTOR shall at his own expense, provide a material testing lab at the Site for conducting routine field tests as per QA/QC plan. The Site lab shall be equipped at least with the testing equipments as specified in Technical Specifications.

10.18. The PM / Engineer-in-Charge shall be entitled to have tests carried out at the CONTRACTOR's cost for all materials as specified in the Contract and supplied by the CONTRACTOR.

### REJECTION

10.19. If any work has been executed with unsound, imperfect or unskilful workmanship or of a quality (related to work, material and / or design, if applicable) inferior to that specified in the contract, in respect whereof the decision of the OWNER or his authorised representative shall be final and binding, the CONTRACTOR shall, on demand in writing from the OWNER or his authorised representative specifying the fault notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct the Work so specified, in whole or in part as the case may require, at his own expense; and in the event of his failing to do so within a period to be specified by the OWNER or his authorised representative in his

## **GCC 2023**

demand aforesaid, the OWNER or his authorised representative may carry out the Work by other means at the risk and expense in all respects of the CONTRACTOR. Alternatively, such work, if technically/structurally acceptable, without detriment to the safety and utility of the item and the structure may be permitted to be accepted as devalued and recovery shall be decided by competent authority or he may reject the work outright without any payment and/or get it and other connected and incidental items rectified, or removed and re-executed at the risk and expense of the CONTRACTOR. Whether any particular defect is due to unsound, imperfect or unskilful workmanship or due to normal wear & tear or user's negligence, decision of OWNER or his authorised representative shall be final and binding, provided always that the liability of the CONTRACTOR under this Condition shall not extend beyond the Defects Liability Period except as regards to workmanship which the OWNER or his authorised representative shall have previously given notice to the CONTRACTOR to rectify.

10.20. Any materials, equipment, etc. brought to the site and found to be not in accordance with the agreement, shall be rejected by the OWNER or his authorised representative and the CONTRACTOR shall remove the materials from the site within 21 days of date of intimation by the OWNER. All rejected material shall, in any event, and circumstances remain and shall always be at the CONTRACTOR's risk immediately on such rejection. If the CONTRACTOR does not remove such material within the period of 21 days of date of intimation by the OWNER, the OWNER or his authorised representative may remove the rejected material at the expense of the CONTRACTOR. The OWNER or his authorised representative may either return the same to the CONTRACTOR at his risk and cost by such mode of transport as it may decide or dispose of such material at the CONTRACTOR's risk and on his account and retain such portion of the proceeds from such disposal, as may be necessary to recover any expense incurred in connection with such disposals (or any price refundable as a consequence of such rejection).

### **10.21. OWNER's right of Rejection of Inspected works/material**

Works & material accepted by the OWNER and/ or its representative at the initial inspection and final inspection in terms of the contract shall in no way dilute the OWNER's right to reject the same later if found deficient concerning 'Technical Specifications and Quality Assurance'.

10.22. The CONTRACTOR shall not be entitled to extra cost for rejection or any extension of time as per GCC Article 4.

## **ARTICLE – 11: RESPONSIBILITY FOR COMPLETION**

11.1 Any Work, Supplies or Services which might have not been specifically mentioned in the specifications, schedule of items or drawings but are temporarily and urgently required for entire completion of the work, shall be executed / provided / rendered by the CONTRACTOR without any extra cost and within the time schedule specified. Rates quoted shall be deemed to include such elements of labour and materials necessary to complete the items of work in all respects.

11.2 Any permanent work or item not envisaged but necessary to execute the Contract Work in completeness shall be carried out by the CONTRACTOR under instruction of the OWNER. The rates for such Work / items of Work shall be determined in accordance with GCC Article 15.

## **ARTICLE – 12: CONSTRUCTION POWER AND WATER SUPPLY**



## GCC 2023

12.1 Unless otherwise stated in SCC, the CONTRACTOR shall make his own arrangements for Power and Water Supply for Construction and Staff/ Labour colony. He should make arrangements for storage of sufficient quantity of water required for at least a day's work.

### **ARTICLE – 13: CONTRACTOR'S TEMPORARY SITE OFFICE/WORKSHOP/STORE/CEMENT STORE ETC.**

13.1 The CONTRACTOR shall during the progress of the Works provide, erect and maintain at his own expense all necessary temporary workshops, stores, offices for his personnel as well as PM / Engineer-in-Charge etc., as are required for the proper and efficient execution of the Work(s). The planning, siting and erection of these buildings shall be approved by the PM/Engineer-in-Charge. These buildings shall at all times be kept tidy, clean and sanitary condition to the entire satisfaction of the PM / Engineer-in-Charge and at the CONTRACTOR's expense. On completion of the Work(s) the whole of such temporary buildings shall be cleared away and the Site reinstated, left clean and tidy to the entire satisfaction of the PM / Engineer-in-Charge at the CONTRACTOR's expense.

### **ARTICLE – 14: EXCLUSIONS**

14.1 Unless otherwise specifically provided elsewhere in the contract including Technical Specifications, Drawings and Schedule of items, works / items of work to be excluded from the scope of the contract shall be clearly and specifically indicated in the Bill of Quantity(BOQ) and other conditions of Contract.

### **ARTICLE – 15: DEVIATION, EXTENT AND RATES FOR EXTRA ITEMS**

15.1. The OWNER shall have authority to deviate, subject to deviation limit as per SCC, in following manner: -

(a) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and

(b) to omit a part of the Work(s) 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 PM/ Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the Contract as if originally provided therein and any altered, additional or substituted work which the CONTRACTOR may be directed to do in the manner specified above as part of the works, shall be carried out by the CONTRACTOR on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

15.2. The OWNER shall also have authority for following variations:

- (i) Increase or decrease in the quantity of any work included in the BOQ of the contract;
- (ii) Omission of any item(s) included in the BOQ of the contract;
- (iii) Omission of any such work (but not if the omitted work is to be carried out by the OWNER by another CONTRACTOR);
- (iv) Change in the character or quality or kind of any such work;
- (v) Change in the levels, lines, position and dimensions of any part of the works;

## GCC 2023

- (vi) Additional work of any kind necessary for the completion of the works;  
and
- (vii) Change of the specified sequence or timing of construction of any part of the works.

15.3. The variation or additional work must be a necessary part within the scope of the original works and should not completely change the scope/ character and purpose of the original Contract. The variation may result in additional or reduced payments to the CONTRACTOR or there may be no price change at all.

15.4. Before a variation can be instructed by the PM/Engineer-in-Charge to the CONTRACTOR, prior approval from the OWNER is needed. The rate/ price/ valuation have to be agreed with the CONTRACTOR.

15.5. Any change in 'Good for construction' drawings shall be evaluated properly by the CONTRACTOR and their full financial implications shall be worked out. In case there are changes in ground levels from those shown in the approved drawings, they shall be agreed in writing, jointly by the CONTRACTOR and PM/Engineer-in-Charge and reported to the OWNER for considering whether any action lies against the survey and design consultant for non-conformity of the levels as shown by him in the drawings and those actually obtaining.

15.6. The time for completion of the works shall, in the event of any deviations resulting in additional cost over the Contract value, if requested by the CONTRACTOR, be extended justifiably & reasonably as per the Contract provisions and recommendation of the PM/Engineer-in-Charge. In the event of the CONTRACTOR failing to agree with the PM/Engineer-in-Charge regarding the proposed alteration of extension of time, the objection shall be referred to the OWNER whose, decision shall be final and binding.

15.7. In the case of extra item(s) (items that are completely new, and are in addition to the items contained in the Contract), the CONTRACTOR may within 15 (fifteen) days of receipt of order or occurrence of the item(s), submit claim rates, supported by proper analysis which shall include item's technical specification and / or Manufacturer's specification for the work, invoices, vouchers etc. The PM/Engineer-in-Charge shall, after receipt of the claims supported by analysis and after due consideration to the analysis of the rates submitted by the CONTRACTOR, determine the rates on the basis of the market rates approved by the OWNER and the CONTRACTOR shall be paid in accordance with the rates so approved.

The Rate (s) of extra items so approved by PM/Engineer-in-Charge shall be final and binding on the CONTRACTOR, and shall not be arbitrable.

15.8. In the case of substituted items (items that are taken up with partial substitution or in lieu of items of work in the Contract), the rate for the Contract item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the following Para: -

(a) If the market rate for the substituted item so determined is more than the market rate of the Contract item (to be substituted), the rate payable to the CONTRACTOR for the substituted item shall be the rate for the Contract item (to be substituted) so increased to the extent of the difference between the market rates of substituted item and the Contract item (to be substituted).

(b) If the market rate for the substituted item so determined is less than the market rate of the Contract item (to be substituted), the rate payable to the CONTRACTOR for the substituted item shall be the rate for the Contract item (to be substituted) so



## **GCC 2023**

decreased to the extent of the difference between the market rates of substituted item and the Contract item (to be substituted).

15.9. Any work incidental to or necessarily has to be in contemplation of Tenderer/Bidder while quoting Tender, or necessary for proper execution of the item included in the schedule of quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the Tenderer or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such work.

15.10. No work that radically changes the original nature & scope of the Contract shall be ordered as a Deviation and in the event of disagreement between the CONTRACTOR and the OWNER, the matter will be dealt as per the GCC Article 42.

15.11. The rate for extra items / substitute items of work shall be arrived at as per the following procedure: -

(a) The rate shall be established based on the market rates and taking into account 15 % (Fifteen percent) over cost of labour and materials to cover overheads and CONTRACTOR's Profits. The norms followed by CPWD or MES, as may be approved by the PM/ Engineer- in - charge with the concurrence of the OWNER regarding labour and material content, shall be adopted for this purpose.

(b) Where the nature of extra items / substitute items is supply only item, the CONTRACTOR shall be paid at market rate(s) plus 10% (Ten percent) to cover Overhead and CONTRACTOR's Profits.

(c) Where rates of extra item / work can neither be established by derivation from the existing rates as per GCC Article – 15.7 above or by rate analysis as per GCC Article-15.8, then the rate for such item / work shall be estimated and fixed by the OWNER/PM/Engineer-in-Charge on ab-initio basis which shall be binding on the CONTRACTOR.

(d) Where the nature of extra items / substitute items / work is such that, it has to be got executed through a specialised Agency, the Agency shall be proposed by the CONTRACTOR as per contract conditions and got approved by the OWNER on recommendation of PM/Engineer-in-charge and decision of the OWNER regarding appointment of the Agency and the rates shall be final and binding. In such cases, the CONTRACTOR shall be paid at rate(s) approved for the agency plus 10% (Ten percent) to cover Overhead and CONTRACTOR's Profits.

### **ARTICLE – 16: CONTRACT PRICE ADJUSTMENT**

16.1 Contract Price adjustment, if any, shall be addressed as per SCC.

### **ARTICLE – 17: MEASUREMENT OF WORK**

17.1 PM / Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract. All measurements of all items having financial value shall be entered by the CONTRACTOR and compiled in the shape of the Computerized Measurement Book as per the format of the Department, unless otherwise specified, so that a complete record is obtained of all the items of works performed under the contract. CONTRACTOR shall submit the soft copy of the computerised measurement book for checking of the measurement and calculation by the PM/Engineer-in-Charge. Then after the CONTRACTOR shall submit hard bound copy of the computerised measurement book.

## GCC 2023

17.2 The CONTRACTOR shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for carrying out joint measurements/levels by the PM / Engineer-in- Charge or his representative.

17.3 The CONTRACTOR shall give prior notice in writing well in advance to the PM/Engineer-in-Charge or his authorized representative before covering up or otherwise placing beyond the reach of checking and/or test checking the measurement of any work in order that the same may be checked and/or test checked and shall not cover up and place beyond reach of measurement any work without consent in writing of the PM/Engineer-in-Charge or his authorized representative who shall inspect the work, and if any work is covered up or placed beyond the reach of checking and/or test checking measurements without such notice having been given or the PM / Engineer-in-Charge's or his authorized representative's consent being obtained in writing the same shall be uncovered at the CONTRACTOR's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

17.4 PM/Engineer-in-Charge or his authorized representative may cause either themselves or through another officer of the Department to check the measurements recorded by CONTRACTOR and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

17.5 Checking and/or test checking the measurements of any item of work in the measurement book and/or its payment in the interim, on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the CONTRACTOR from liabilities from any over measurement or defects noticed till completion of the Defects Liability Period.

### 17.6 **Methods of Measurement**

Measurement of Contract items of Work shall be taken in accordance with method of measurement stipulated in the Technical Specifications/ Schedule of Quantities, Drawing etc. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the applicable, relevant and latest standard method of measurements issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method, based on sound engineering practice shall be followed. In case of extra items, the PM/Engineer-in-Charge shall also specify the method of measurement for such items at the time of his order for execution of such extra items.

17.7 Unless otherwise specified, measurement of work shall be carried out for the works eligible, qualified as per Technical Specification, Drawings and actually executed whichever is least for payments.

17.8 In measurement of work, the CONTRACTOR shall certify that the work has been carried out strictly as per the Drawings, Specifications and item of work in terms of the Contract. Such certificate shall require Site engineer's endorsement for the purpose of payment.

17.9 In the event of any dispute with regard to the measurement of the work executed, the decision of the OWNER shall be final and binding on the CONTRACTOR and shall not be arbitrable.

17.10 In the case of site measurements, if the CONTRACTOR does not attend or neglect or fail to send his representative for taking joint measurements, the measurements taken

## GCC 2023

by the PM/Engineer-in-Charge shall be deemed to be the correct measurement of work and shall be binding on the CONTRACTOR.

### ARTICLE – 18: ENGINEER’S AUTHORITY

18.1 OWNER/PM/Engineer-in-Charge shall be the communicating Authority and all correspondence under this Contract shall be addressed to the OWNER with a copy to PM/Engineer-in-Charge by the CONTRACTOR as per GCC Article-2.

18.2 The PM/Engineer-in-Charge shall have the full powers in respect of all the matters in connection with or arising out of this Contract, excepting those specifically reserved for the OWNER. However, the PM/Engineer-in-Charge shall not have any power to relieve the CONTRACTOR of any of his obligations and responsibilities under the Contract.

18.3 The duties of the representative of the PM/Engineer-in-Charge are to watch and supervise the Works and to test and examine any materials to be used or workmanship employed in connection with the Works. He shall have no authority to order any work involving any financial liability to the OWNER.

18.4 The PM/Engineer-in-Charge may from time to time in writing delegate to his representative any of the powers and authorities vested in the PM/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 OWNER to the CONTRACTOR within the terms of such delegation shall bind the CONTRACTOR.

18.5 Failure of the Representative of the OWNER to disapprove any work or materials shall not prejudice the power of the OWNER thereafter to disapprove such Work or materials and to order the pulling down, removal or breaking up thereof.

18.6 If the CONTRACTOR shall be dissatisfied with any decision of the representative of the OWNER he shall be entitled to refer the matter to the OWNER who shall thereupon confirm, reverse or vary such decision.

18.7 PM/Engineer-in-Charge shall issue necessary drawings, sketches, specifications, instructions, clarifications, etc. to the CONTRACTOR required for the execution of work and also record instructions in site order book where called for compliance by the CONTRACTOR. PM/Engineer-in-Charge shall have the authority to: -

- (a) Make modification, alterations to the drawings / sketches etc. already supplied to the CONTRACTOR.
- (b) Increase / decrease the quantum of work specified in the schedule of items or to omit item(s) of works and / or to order substitutions all as per approved deviation orders mentioned in GCC Article 15.
- (c) Inspect, test and examine all the materials and workmanship employed in construction.
- (d) Reject materials / workmanship not conforming to instructions / specifications / drawings and to order for removal of rejected materials or pull down / dismantle defective work (s).
- (e) Enforce the provision of various updated statutory laws and regulations as per contract pertaining to labour, Health Safety Environment and construction works and ensure their strict compliance by the CONTRACTOR.

## GCC 2023

- (f) Give notice to the CONTRACTOR if any deficiency is found with regard to adherence to accepted programme or sequence of work or delay in procurement of material and labour or negligence on the part of the CONTRACTOR or his authorized agent.
- (g) Alter already agreed programme or sequence of work if found necessary at a later date.
- (h) Remove from Site of Works or from any other area or work related to the Contract, any member of the CONTRACTOR personnel or work force who
  - (i) Persists in any misconduct or lack of care or
  - (ii) Performs his duties incompetently or negligently or otherwise carelessly.
  - (iii) Fails to conform with any provisions of the Contract or
  - (iv) Persists in any conduct which is prejudicial to the safety, health or protection of the Work and environment.

If appropriate, the CONTRACTOR shall appoint a suitable replacement maximum in fourteen (14) days or within such period as may be agreed between the PM/Engineer-in-Charge and CONTRACTOR.

- (j) Enforce any or all provisions in the Agreement to ensure that the work is carried out by the CONTRACTOR strictly in accordance with the Agreement. However, these do not absolve the CONTRACTOR from his responsibilities to carry out all the works as per terms and conditions of the agreement.

### 18.8 Access to Work

The OWNER, PM/ENGINEER-In-Charge and / or any person authorised by them shall at all times have free access to the work site and / or to the workshops, factories or other places where materials are being prepared, manufactured, assembled or constructed for the contract work and also to any place where materials are lying from where they are being taken out, and the CONTRACTOR shall give every facility to them for inspection, examination and testing of the materials and workmanship.

## ARTICLE – 19: WORKING HOURS

### 19.1 Shift Work

19.1.1 To achieve the required rate of progress in order to complete the works within the time for completion, the CONTRACTOR may carry on the work, round the clock, in multiple shifts per day and on Sundays/Holidays, as may be necessary. The CONTRACTOR shall however be responsible to comply with all applicable laws in this regard.

19.1.2 No claim of any compensation or additional payment will be admissible to the CONTRACTOR on account of round the clock working in multiple shifts. These are deemed included in quoted and Contract price.

19.1.3 Wherever the work is carried out at night, adequate lighting of working areas and access routes for pedestrians or vehicles shall be provided by the CONTRACTOR at his own cost.

19.2 In case work is required at night, the CONTRACTOR shall arrange additional workmen at his own cost. He shall also make other arrangements necessary to carry out the work properly at night.

19.3 Should it be necessary, the CONTRACTOR shall obtain necessary permission from the authorities for night work and or working in shift. Sufficient notice should be

## **GCC 2023**

given by the CONTRACTOR to PM/Engineer-in charge so that necessary supervision could be provided.

19.4 Working hour shall have to be followed in restricted areas/prohibited areas as per permission granted and security guidelines of restricted areas/prohibited areas issued by the Establishment. If required the CONTRACTOR shall deploy additional manpower, equipment, plants, tools and tackles at no extra cost to complete the work in stipulated time frame as per contract.

### **ARTICLE – 20: DRAWINGS, SPECIFICATIONS, SCHEDULE OF ITEMS**

20.1 Drawings, Specifications and Schedule of Quantities / items shall be treated as supplementary to each other and should anything appear in the one that is not described in the other, no advantage shall be taken by the CONTRACTOR for any such omission. For such discrepancy / inconsistency the CONTRACTOR shall seek instructions from the PM/Engineer-in-charge before proceeding with work and the clarification / decisions given by the PM/Engineer-in-Charge shall be treated as final and binding on the CONTRACTOR.

20.2 All drawings, specifications, sketches, schedule of items, etc. furnished by the OWNER shall be treated strictly confidential property of the OWNER. All such drawings, specifications, sketches, schedule of quantities / items etc., shall be returned to the OWNER upon the completion of the contract work. No copies, duplications or Photostat shall be retained by the CONTRACTOR without the written consent of the OWNER.

20.3 CONTRACTOR shall furnish to the OWNER with 3 (three) sets of all catalogues, literature, manuals, etc., in respect of applicable bought-out items incorporated in the works.

20.4 The CONTRACTOR shall not himself make any changes in the drawings / sketches, specifications and schedule of items issued by the PM/Engineer-in-Charge for executing the contract work. If any error or omission is detected, he shall promptly bring the same to the notice of the PM/Engineer-In-Charge for clarification / decision / rectification and works shall be executed as per approved revised drawings/sketches including CONTRACTOR's submission.

20.5 One (1) set of Contract, working drawings, specifications and schedule of quantities / items shall be available at the CONTRACTOR's site office for reference by the PM/Engineer-in-Charge.

20.6 The CONTRACTOR shall be provided with 02 (two) set of working drawings for Construction purposes.

### **ARTICLE – 21: CONTRACTOR'S REPRESENTATIVE**

#### **21.1 CONTRACTOR's Representative**

The CONTRACTOR shall appoint its Representative within fourteen (14) days of the date of issuance of LOI or before start of work whichever is earlier and shall request the OWNER in writing to approve the person so appointed.

21.1.1 The CONTRACTOR's Representative shall be a regular Employee/ Partner/ Director only and the CONTRACTOR shall be required to submit a Power of Attorney (POA) in original in favour of its Representative. Notarized photocopy of the Power of



## GCC 2023

Attorney shall be acceptable only if the Power of Attorney has been registered by the CONTRACTOR. The OWNER may verify the photocopy of the Power of Attorney with the Original and the CONTRACTOR shall be required to produce the original Power of Attorney for verification, if required by the OWNER. The relation of the CONTRACTOR's Representative with the CONTRACTOR such as Partner/ Employee/Director etc. should be clearly brought out in the Power of Attorney.

21.1.2 The CONTRACTOR's Representative shall represent and act for the CONTRACTOR at all times during the currency of the Contract and shall communicate and provide to the PM/Engineer-in-charge all the CONTRACTOR's notices, instructions, information and all other communications under the Contract.

21.2 All notices, instructions, information and all other communications given by the OWNER or the PM/Engineer-in-charge to the CONTRACTOR under the Contract shall be given to the CONTRACTOR's Representative or, in its absence, its deputy, except as herein otherwise provided. The CONTRACTOR or its authorised representative 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 PM/Engineer-in-Charge may consider necessary. Orders given to the CONTRACTOR's Representative shall be considered to have the same force as if they had been given to the CONTRACTOR.

21.3 The CONTRACTOR shall not revoke the appointment of the CONTRACTOR's Representative without the OWNER's prior written consent, which shall not be unreasonably withheld. If the OWNER consents thereto, the CONTRACTOR shall appoint some other person as the CONTRACTOR's Representative.

21.4 The CONTRACTOR's Representative may, subject to the approval of the OWNER (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions and authorities vested in him or her. Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice signed by the CONTRACTOR's Representative, and shall specify the powers, functions and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until a copy thereof has been delivered to the OWNER and the PM/Engineer-in-charge.

21.5 The OWNER may by notice to the CONTRACTOR object to any representative or person employed by the CONTRACTOR in the execution of the Contract who, in the reasonable opinion of the OWNER, may behave inappropriately, may be incompetent or negligent, or may commit a serious breach of the Safety regulations provided under GCC Article 34.

The OWNER shall provide evidence of the same, whereupon the CONTRACTOR shall remove such person from the Site/Works.

21.6 In case any of the information/declaration/undertaking provided by CONTRACTOR/CONTRACTOR's Representative is found to be false and/or the CONTRACTOR/CONTRACTOR's Representative suppresses any relevant information at any stage, the CONTRACTOR will be liable for actions in terms of provisions of the Contract pertaining to "CORRUPT OR FRAUDULENT PRACTICES".

21.7 The CONTRACTOR shall provide necessary competent and experienced personnel to assist his Representative at site for superintendence as mentioned in the contract during the execution of the works and / or as long as thereafter PM/ENGINEER-In-Charge may consider necessary till the expiration of Defect Liability period including extended period, if any.

## GCC 2023

21.8 If, in the opinion of the PM/Engineer-In-Charge, due progress is not achieved in the contract and / or execution thereof becomes contrary to the specification and / or substandard work is executed and / or substandard materials are used or supplied by the CONTRACTOR and / or any direction given by the PM/Engineer-in-Charge is not properly complied with or attended to, the PM/Engineer-in-Charge may direct the CONTRACTOR to employ extra competent supervisory staff to supervise the work and the CONTRACTOR shall do so within 14 (fourteen) days from the date of such direction and the cost of employment of such additional supervisors shall be to the account of the CONTRACTOR.

21.9 The PM/Engineer-in-Charge shall issue instructions in writing any instructions, decision, etc. to the CONTRACTOR in connection with execution of the Contract work through a Site Order Book at site. The CONTRACTOR shall acknowledge receipt of such instructions, direction, decision by signing on the Site Order Book and ensure its compliance.

### **ARTICLE -22: CO-ORDINATION WITH OTHER CONTRACTORS**

22.1 The CONTRACTOR shall co-ordinate with other CONTRACTORS / Agencies working in or about the site or at the adjoining areas on works having direct or indirect connection with the contract work being executed by the CONTRACTOR under this Agreement.

22.2 The CONTRACTOR shall interact with other CONTRACTORS and Agencies stated under GCC Article-22.1 and sequence various activities with the activities of other CONTRACTORS in a manner required for timely and sequential completion of the Contract work.

22.3 Should there be any disagreement between the CONTRACTOR and other CONTRACTORS and Agencies in respect of any activity or sequencing of activities, the same should be referred to the PM/Engineer-In-Charge whose decision shall be final and binding on the CONTRACTOR.

22.4 Co-ordination with other CONTRACTORS / Agencies or any dis-agreement or delay in co-ordination or interruption in work shall not entitle the CONTRACTOR to any extra time or cost.

22.5 The CONTRACTOR shall extend all reasonable cooperation to other CONTRACTORS, Agencies etc. of the OWNER engaged in connection with the Work or any other Work not in the scope of this Work as may be required by the PM/Engineer-in-Charge.

22.6 The CONTRACTOR shall attend at his cost, all the meetings with the PM/Engineer-in-Charge, other CONTRACTORS and the Consultants of the OWNER for the purposes of the Contract. The CONTRACTOR shall attend such meetings as and when required by the PM/Engineer-in-Charge.

### **ARTICLE - 23: LIQUIDATED DAMAGES FOR DELAY**

23.1 If the CONTRACTOR fails to complete the Work and clear the site on or before the scheduled or extended date of completion as per GCC Article 4 and 24, he shall, without prejudice to any other right or remedy of the OWNER, arising out of the Contract

## **GCC 2023**

on account of such delay, be liable for payment of liquidated damages, not as penalty, as per provisions of clause for Liquidated Damages (LD) for delay in SCC.

23.2 The following documents shall form the principal basis for consideration of Extension of Time for Completion pursuant to GCC Article 4 with or without Liquidated Damages and determining the compensation amount: -

- (a) The joint recordings in "Hindrance Register" and "Weekly Review Register".
- (b) Records of Technical Coordination Meetings.
- (c) Records of Contract Review Meetings.
- (d) Written notices issued by the OWNER and/or the PM/Engineer-in-Charge to the CONTRACTOR from time to time.
- (e) Written requests/ notices by the CONTRACTOR to OWNER/ PM Engineer-in-Charge from time to time.

23.3 Wherever LD is recoverable as per the terms of the Contract, the same shall be recovered from the CONTRACTOR along with applicable GST thereon.

23.4 Any failure or delay by any Sub-contractor, though their employment may have been approved under GCC Article 32, shall not be admitted as a ground for any extension of time or for exempting the CONTRACTOR from liability for any such loss or damage as aforesaid.

23.5 Liquidated Damage shall be as follows: -

(a) If the CONTRACTOR fails to complete the work / item(s) of work in all respects and hand over the same to the OWNER within the time stipulated the CONTRACTOR, without prejudice to any other right or remedy of the OWNER on account of such breach, be liable to pay the OWNER liquidated damages at the rate of  $\frac{1}{4}$  (quarter percent), every week or part thereof or percentage as mentioned in the SCC, of the contract price.

(b) The total amount of liquidated damages shall be limited to 10% (Ten percent) of the contract price.

(c) The provision under GCC Article 23.5 (a) and 23.5 (b) shall not apply in cases of delay for which the CONTRACTOR is entitled to extension of time as per GCC Article 4.

## **ARTICLE – 24: COMPLETION OF WORK**

### **COMMISSIONING AND DOCUMENTATION**

24.1. When the work has been executed, the assets created shall be commissioned. Reasonable advance information of completion of work shall be given by the CONTRACTOR to the OWNER. The OWNER will inform about user to the CONTRACTOR and the USER will finally take over assets. The OWNER/USER may carry out detailed inspection of the commissioned project to ensure that no deficiencies are there before taking over. "As built" drawings of the work shall be got prepared through the CONTRACTOR or otherwise to facilitate proper

## GCC 2023

maintenance of the assets, additions to the assets at subsequent dates etc. and to form part of the records of the OWNER.

- 24.2. The CONTRACTOR would assist the OWNER for obtaining necessary completion / Occupancy Certificates/ Clearances and No-Objection-Certificates (NOCs), as per Contract, from the local civil/statutory authorities for completed Work and facilities before handing over the same to the OWNER for putting them to functional use.
- 24.3. Before the completed Work is taken over by the OWNER/USER, the CONTRACTOR shall restore to original status - the auxiliary services/ facilities, if any (like roads, sewerage, utilities, including removal of garbage and debris) affected during the construction process.
- 24.4. The CONTRACTOR shall hand over to the OWNER/USER or its Authorized Representative completed Work including all services and facilities constructed in accordance with the Approved Plans, Specifications fulfilling all agreed techno-functional requirements along with Inventory, As built - Drawings, Maintenance Manual/ Standard Operating Procedure (SOP) for Equipments and Plants, all clearances /Certificates from Statutory Authorities, Local Bodies, if any, etc., all as per contract conditions.
- 24.5. On completion of the work, a Work Completion Report (WCR) shall be submitted by the CONTRACTOR duly bringing out the Final completion cost, Total Time period taken to complete the Work and also completed Project components as against the initial Contract price, time and Project components and operational acceptance certificates by the OWNER for all Building&Road (B/R) and Mechanical,Electrical and Plumbing(MEP) system including Sub-system as per the contract.
- 24.6. All assets created by the CONTRACTOR shall be in his custody till issue of Final completion certificate of the entire contract, defects are rectified and handing over of the completed work to the OWNER/USER.

### COMPLETION CERTIFICATE AND COMPLETION PLANS

24.7. Within thirty days of the completion of the work, the CONTRACTOR shall give notice of such completion to the OWNER through PM/Engineer-in-Charge and PM/Engineer-in-Charge shall inspect the work and, if there is no defect in the work, shall furnish the CONTRACTOR with a Final certificate of completion, otherwise a Provisional completion certificate of physical completion shall be issued indicating (a) date of completion, (b) defects, if any, in the Work to be rectified by the CONTRACTOR and/or (c) items, if any, for which payment shall be made at reduced rates.

24.8. No Final certificate of completion shall be issued, nor shall the work be considered to be complete until the CONTRACTOR has removed all unused stores, materials, tools, plant, equipment, scaffolding, temporary buildings, huts and things belonging to the CONTRACTOR (other than such items as are required for rectification of defects) and the Site of Works cleared off rubbish and all waste materials by the CONTRACTOR, at his own expense and delivered up clean and tidy to the satisfaction of the PM/Engineer-in-Charge on or before the date for completion. Huts and sanitary arrangements required for his workmen at the site in connection with the execution of the works constructed by the CONTRACTOR(s) shall be cleaned off the dirt from all assets created including wood work, doors, windows, walls, floor or other parts of the building, in, upon or about which the Work is to be executed or of which he may have had possession for the purpose of the execution; thereof, and not until the Work shall have been measured by the PM/Engineer-in-Charge. If the CONTRACTOR fails to do this, the PM/Engineer-in-



## GCC 2023

Charge may at the expense of the CONTRACTOR remove such scaffolding, surplus materials and rubbish etc., and dispose of the same as he thinks fit and clean off such dirt as aforesaid.

24.9. The CONTRACTOR shall submit completion drawing/sketch for Internal and External Services, Buildings & Roads (B&R) and Mechanical Electrical Plumbing (MEP), within thirty days of the completion of the work, provided that the service plans have been issued for execution by the PM/Engineer-in-Charge, unless otherwise the CONTRACTOR is required to prepare such plans.

24.10. All unused or surplus stores and materials and other items out of those provided by the OWNER and/or otherwise stipulated in the Contract, shall be returned back by the CONTRACTOR, at his own expense, to the place of issue against written receipts from the PM/Engineer-in-Charge.

24.11. Soon after the rectification of defects, any stores and materials and other items mentioned above, retained for rectification of defects shall also be removed and Site and Works cleared and delivered to the PM/Engineer in Charge in a neat and clean condition.

24.12. In the case of groups of items of Works for which separate periods of completion are given in the Contract, the OWNER/User shall take over from the CONTRACTOR such individual items or group of items as are completed to his satisfaction before the completion of the contract. In such a case for issue of completion certificate for groups of items of Works, all conditions shall be applicable as stipulated in GCC Articles 23, 24 and 25.

### **ARTICLE – 25: DEFECTS LIABILITY**

#### **DEFECTS LIABILITY PERIOD**

25.1. Unless otherwise specified in the SCC, the CONTRACTOR shall be responsible to make good and remedy at his own expense within such period as may be stipulated by the PM/Engineer-in-Charge, any defect which may develop or may be noticed before the expiry of twenty-four (24) months from the certified date of completion. This period is termed as Defect Liability Period (DLP).

#### **PERFORMANCE GUARANTEE TEST OF MEP SERVICES**

25.2. The Performance Guarantee Test (and repeats thereof) shall be conducted by the CONTRACTOR after Commissioning of the MEP Services or the relevant part thereof and during DLP as to ascertain whether these systems or the relevant part can attain the Functional Guarantees as per the Technical Specifications of the Contract. The authorised representative of OWNER and CONTRACTOR shall attend the Guarantee Test. The OWNER or his authorised representative shall promptly provide the CONTRACTOR with such information as the CONTRACTOR may reasonably require in relation to the conduct and results of the Performance Guarantee Test (and any repeats thereof).

#### **FUNCTIONAL GUARANTEE OF MEP SERVICES**

25.3 The CONTRACTOR guarantees that during the Defect Liability Period (DLP), the MEP Services and all parts thereof shall continue to maintain the attained Functional Guarantees as per Technical Specification specified in the Contract.

25.4. If, for reasons attributable to the CONTRACTOR, the guaranteed level of the Functional Guarantees specified in Technical Specification are not met either in whole or

## **GCC 2023**

in part, the CONTRACTOR shall, within a mutually agreed time, at its cost and expense make such changes, modifications and/or additions to these systems or any part thereof as may be necessary to meet such Guarantees. The CONTRACTOR shall notify the OWNER upon completion of the necessary changes, modifications and/or additions, and shall seek the OWNER consent to repeat the Performance Guarantee Test. If the specified Functional Guarantees are not established even during the repeat of the Performance Guarantee Test, the OWNER shall recover the payments already made either partially or fully for the MEP systems or sub-systems.

### **DEFECTS LIABILITY OF MEP SERVICES**

25.5. All Spares required for repair during DLP, shall be provided free of cost by the CONTRACTOR.

25.6. If the Defective equipments, parts, sub-system, system need to be taken outside the site of work to rectify the Defect, the CONTRACTOR shall provide Comprehensive (Transit, Storage and Repair Period) Insurance cover of the equivalent amount to the OWNER for the time taken to rectify the Equipments/Goods and deliver the repaired or replaced Equipments/Goods at the same site of works without any financial implications to the OWNER.

25.7. The CONTRACTOR shall ensure that any service and repair of Equipment/System/Sub-system shall not result in Downtime Period mentioned in the notice by the OWNER. In case of any further delay in Downtime Period of such repair by the CONTRACTOR, the OWNER reserves the right to extend DLP or take any other necessary actions as per GCC Article 6.12 and/or 40.

25.8. In case any Software for the Equipment/Sub-system/System has been provided by the CONTRACTOR, the CONTRACTOR shall provide all upgrades of the Software free of cost during DLP or till Warranty Period given by OEM, whichever is later.

25.9. If a particular Equipment/Goods/Item/Component/System/Sub-system fails frequently, this shall be replaced free of cost by the CONTRACTOR within notice period issued by the OWNER.

25.10. The CONTRACTOR shall provide training to the personnel of the OWNER free of cost during testing, commissioning and DLP at OEM's premises or the CONTRACTORS' premises or Site of work or OWNER/USER's other premises.

### **CONTRACTOR LIABLE FOR DAMAGES, DEFECTS DURING DEFECT LIABILITY PERIOD**

25.11. The CONTRACTOR shall guarantee that within the DLP, the Contract work shall not show any signs of defects, cracks, settlements, disfigurations, shrinkage, leakage, dampness or any other defects.

25.12. The CONTRACTOR shall, if required by the PM/Engineer-In-Charge, identify for the causes of any defects, imperfection or fault under the direction of the PM/Engineer-In-Charge. The cost of such identification shall be borne by the CONTRACTOR.

25.13. At the end of the Defect Liability Period, the CONTRACTOR, along with the PM/Engineer-in-Charge, shall carry out final inspection of the Contract work to prove that no defects had appeared or that all defects have been rectified to the entire satisfaction

## GCC 2023

of the PM/Engineer-In-Charge. If during the final inspection it is found that defects still remain in the Contract work, the period of DLP shall be extended at the discretion of the PM/Engineer-In-Charge and the CONTRACTOR shall be liable to make good the defects and ensure that defects have been fully rectified.

25.14. Upon successful completion of the DLP the OWNER shall issue Final Acceptance Certificate to the CONTRACTOR.

### **LATENT DEFECTS**

25.15. The CONTRACTOR shall be responsible for safety, quality and soundness of the assets created including all latent defects beyond defect liability period. The CONTRACTOR shall have obligation to rectify such latent defects minimum up to 5 (five) years from end of DLP. For the purpose of this article the latent defects shall be the defects inherently lying within the material or arising out of design deficiency which do not manifest themselves during the defect liability period but may surface later. Defects have to be rectified within a reasonable time not exceeding forty-five (45) days after issue of notice by PM/Engineer-in- Charge. If CONTRACTOR does not take corrective action within 45 days, then action for debarment of the agency shall be taken by the appropriate authority.

## **ARTICLE – 26: MATERIALS**

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

26.2 The CONTRACTOR shall, at his own expense and without delay; supply to the PM/Engineer-in- Charge samples of materials to be used on the work and shall get these approved in advance.

26.2.1 All such materials to be provided by the CONTRACTOR shall be in conformity with the specifications laid down or referred to in the Contract. The CONTRACTOR shall, if requested by the PM/Engineer-in-Charge, furnish proof to the satisfaction of the PM/Engineer-in-Charge that the materials so comply. The PM/Engineer-in-Charge shall intimate 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 PM/Engineer-in-Charge for his approval, fresh samples complying with the specifications laid down in the contract.

26.2.2 The CONTRACTOR shall at his risk and cost submit samples of materials to be tested or analysed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by the PM/Engineer-in-Charge. The CONTRACTOR shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.

26.3 The PM/Engineer-in-Charge shall also have full powers to require other proper materials to be substituted thereof by the CONTRACTOR and in case of default, the PM/Engineer-in-Charge may cause the same to be supplied and all costs, which may attend such removal and substitution, shall be borne by the CONTRACTOR.

26.4 Steel and cement shall be procured from reputed make of steel as per Technical Specification and List of Approved Makes attached in the Contract documents.

## GCC 2023

26.5 The CONTRACTOR shall have full knowledge of all the materials required to be procured and incorporated in the works by him regarding source of supply, technical characteristics and conformation to Technical Specifications.

26.6 All the materials procured and incorporated in the works shall comply with Technical Specifications / Indian Standards including latest amendments / revisions. The BIS codes wherever mentioned in tender documents shall be deemed to be changed / modified / revised as per the latest BIS published.

**26.7 Approval of Quarries and Borrow Areas and Materials:** The CONTRACTOR will obtain approval of the PM/Engineer-in-Charge for each quarry and borrow area to be used in the project, prior to commencement of quarrying and/ or borrow area excavation activities. All materials (whether natural, processed, manufactured, or designed) proposed by the CONTRACTOR to be used on the works shall be first approved by the PM/Engineer-in-Charge to comply with the requirements of specifications.

26.8 The CONTRACTOR shall provide samples, technical brochures, details, etc. to PM/Engineer-in-Charge for approval of make, brand, colour, shade, etc., at his own cost before placing orders to his Vendors/Sub-contractors.

26.9 Materials brought at site of work shall be in-sealed containers or original packing and/or in covered condition conforming to environmental standards/ norms and the CONTRACTOR shall submit vouchers / challans and test certificate to PM/Engineer-in-Charge on demand.

26.10 Materials required for the Works, whether brought by the CONTRACTOR or issued by the OWNER, shall be stored by the CONTRACTOR only at places approved by the PM/Engineer-in-Charge. The CONTRACTOR shall make necessary Storage facilities at his own cost at the site to prevent damage/deterioration of materials and for safe custody.

26.11 PM/Engineer-in-Charge 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 where these are being procured and the CONTRACTOR shall give such facilities as may be reasonably required for such inspection and examination.

26.12 All materials brought to the Site shall not be removed off the Site without the prior written approval of the PM/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 expense forthwith remove from the Site all surplus material originally supplied by him.

### **ARTICLE – 27: MISUSE OF WORKS**

#### **27.1 Responsibility for Buildings**

In the event of any building or part, of a building being handed over to the CONTRACTOR for the execution of Works thereto under the provisions of the Contract, he shall give a written undertaking to not misuse the building by his Sub-contractors or their employees, workmen, agents, servants etc. and also give receipt for all inventory including fixtures, glass etc., and he shall be required to make good at his own expense

## GCC 2023

all damage resulting from any cause whatsoever, Excepted Risks/ Force Majeure and to deliver up the said building or part thereof to the PM/Engineer-in-Charge in a clean state complete in every particular, on the completion of the Works.

### 27.2 Damage and Loss

27.2.1 All plant, temporary building, equipment, and things on the Site provided by or on behalf of the CONTRACTOR for the construction of, but not for incorporation in the Work(s) shall stand at the risk and be in the sole charge of the CONTRACTOR and the CONTRACTOR shall be responsible for, and with all possible speed make good, any loss or damage thereto arising from any cause whatsoever, including the Excepted Risks/ Force Majeure.

27.2.2 Unless otherwise specified in the Contract, all plant, temporary building, equipment, and things whatsoever including such as may have been provided by the OWNER at the Site in connection with and for the purpose of the Contract shall stand at the risk and be in the sole charge of the CONTRACTOR and the CONTRACTOR shall be responsible for, and with all possible speed make good, any loss or damage thereto arising from any cause whatsoever, other than the Excepted Risks/ Force Majeure and shall deliver up all Works to the PM/Engineer-in-Charge in a clean state, complete in every particular.

27.2.3 The CONTRACTOR shall, as may be directed in writing by the PM/Engineer in Charge, remove from the Site any debris and so much of Works as shall have been damaged, taking to the OWNER's store such articles and/or materials as may be directed. The CONTRACTOR shall not be entitled to payment under this Condition in respect of so much loss or damage as has been occasioned by any failure on his part to perform his obligations under the Contract.

27.2.4 The CONTRACTOR shall at his own expense reinstate and make good to the satisfaction of the PM/Engineer-in-Charge or make compensation for any injury, loss or damage occasioned to any property or right whatever including property and rights of OWNER (or agents, servants, or employees of the OWNER) being injury, loss or damage arising out of or in any way in connection with the execution or purported execution of the Contract and further, the CONTRACTOR shall indemnify the OWNER against all claims enforceable against the OWNER (or any agent, servant or employee of OWNER) or which would be so enforceable against the OWNER, a private person, in respect of such injury (including injury resulting in death), loss or damage to any person whomsoever or property, including all claims which may arise under the Workmen's Compensation Act or otherwise.

27.3 The CONTRACTOR shall ensure that the Works or any portion of the Work completed or partially completed are not misused by him or his Sub-contractors or their employees, workmen, agents, servants etc. leading to deterioration / temporary deterioration of the work. However, the CONTRACTOR may be permitted by the PM/Engineer-in-Charge to use the Work or a portion of the Work completed or partially completed for such purposes as may be approved by the PM/Engineer-in-Charge. In such cases, the CONTRACTOR shall make the portion of work fully good as per the Contract before handing over to the OWNER.

## **ARTICLE- 28: REFUND/FORFEITURE OF SECURITY DEPOSIT AND PERFORMANCE GUARANTEE**



## **GCC 2023**

28.1 If the CONTRACTOR shall duly and faithfully carry out the provisions of the Contract and shall duly satisfy all claims properly chargeable against him hereunder, the Performance Guarantee made by him in terms of the Contract shall be refunded to him upon issuance of the "Final Acceptance Certificate" on expiry of the successful Defect Liability Period and have rendered a "No Demand Certificate".

28.2 Should the CONTRACTOR fail to perform the Contract work in terms of the Contract or fail to maintain the Contract work during the Defect Liability Period and if the OWNER incurs any expenditure or is likely to incur any expenditure for completion of the work or rectification of defects, then the OWNER shall be entitled to deduct such sum or sums as may be necessary for such completion or rectification from the security deposit and/or Performance Guarantee made by the CONTRACTOR under Contract agreement. The decision of the OWNER in determining such sums to be deducted from the CONTRACTOR's Security Deposit and/or Performance Guarantee shall be final and binding on the CONTRACTOR and shall not be subjected to arbitration.

### **28.3 Release of Security Deposit and/or Performance Guarantee after labour clearance**

Security Deposit and/or Performance Guarantee of the work shall not be refunded till the CONTRACTOR produces a clearance certificate from the Labour Officer. As soon as the work is virtually complete, the CONTRACTOR shall apply for the clearance certificate to the Labour Officer under intimation to the PM/Engineer-in-Charge. The PM/Engineer-in-Charge, on receipt of the said communication, shall write to the Labour Officer to intimate if any complaint is pending against the CONTRACTOR in respect of the work. If no complaint is pending, on record till after 90 days after completion of the work and/or no communication is received from the Labour Officer to this effect till 90 days after the date of completion, it will be deemed to have received the clearance certificate and the Security Deposit and/or Performance Guarantee will be released if otherwise due.

## **ARTICLE – 29: NO INTEREST/DAMAGE PAYABLE**

### **29.1 Interest on money due to the CONTRACTOR:**

CONTRACTOR shall not be entitled to any interest or damage in case of any delay on the part of the OWNER to pay the amount due upon measurement or as per Contract or otherwise. CONTRACTOR shall also not be entitled to interest upon any Performance Guarantee/ Security Deposit/ Retention money or payments in arrears or upon any balance which may on the final settlement of his account be due to him.

### **29.2 No claim for interest or damage**

No claim for interest or damage will be entertained or be payable by the OWNER in respect of any amount or balance which may be lying with the OWNER or may become due upon settlement/adjudication of any dispute, difference, misunderstanding between the parties or by way of arbitration or court proceedings or otherwise or in respect of any delay or omission on the part of the OWNER in making intermediate or final payment or in respect of any amount/damage which may be claimed through arbitration or court proceedings or in any other respect whatsoever.

29.3 OWNER shall not deduct any interest except on mobilisation advance as per GCC Article 6, on the amount to be recovered from CONTRACTOR's payment, however any penalty/ fine imposed by the OWNER, due to any cause whatsoever may be, shall bear interest on delay in the payment by the CONTRACTOR. In such cases, the charged rate shall be simple interest of 10 percent for the delayed period of payment.

## **GCC 2023**

### **ARTICLE – 30: MATERIALS/ GOODS / EQUIPMENTS NOT INCORPORATED IN WORKS**

30.1 Any material for which the CONTRACTOR has received payment such as secured advance or payment as per BOQ or contract condition or the PM/Engineer-in-Charge has included for payment the value of any un-fixed Goods intended for incorporation in the works, such Goods/Equipments shall become the property of the OWNER and shall not be removed except for the use upon the Work(s) without the written authority of the OWNER /PM/Engineer-in-Charge. The CONTRACTOR shall keep in safe custody of the same and be liable for any loss or damage to such materials till issue of Final Acceptance Certificate after Defect Liability Period.

### **ARTICLE – 31: OWNER'S LIEN**

#### **31.1 Withhold and Lien in respect of sum due from the CONTRACTOR**

31.1.1 Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the CONTRACTOR, the PM/Engineer-in-Charge or the OWNER shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the Security Deposit, if any deposited by the CONTRACTOR and for the purpose aforesaid, the PM/Engineer-in-Charge or the OWNER shall be entitled to withhold the Security Deposit, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the Security Deposit being insufficient to cover the claimed amount or amounts, the PM/Engineer-in-Charge or the OWNER shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the CONTRACTOR under the same contract or any other contract with the PM/Engineer-in-Charge or the OWNER or any contracting person through the OWNER's organisation pending finalization of adjudication of any such claim.

31.1.2 It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the PM/Engineer-in-Charge or OWNER will be kept withheld or retained as such by the PM/Engineer-in-Charge or OWNER till the claim arising out of or under the Contract is determined by the Arbitrator or by the competent court, as the case may be and that the CONTRACTOR will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the CONTRACTOR. For the purpose of this article, where the CONTRACTOR is a partnership firm or a limited company, the PM/Engineer-in-Charge or the OWNER shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.

31.1.3 OWNER shall have the right to cause an audit and technical examination of the Work(s) and the final bills of the CONTRACTOR including all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the CONTRACTOR under the Contract or any work claimed to have been done by him under the Contract and found not to have been executed, the CONTRACTOR shall be liable to refund the amount of over-payment and it shall be lawful for the OWNER to recover the same from him in the manner prescribed in GCC Article 6 or in any other manner legally permissible; and if it is found that the CONTRACTOR was paid less than what was due to him under the contract in respect of