TENDER DOCUMENT

(BOOK I OF I)

FOR

OPERATION AND MAINTENANCE OF E&M INSTALLATIONS FOR PREFABRICATED ASSEMBLY BAY UNDER PROJECT SWARM AT NSTL, VISAKHAPATNAM

TENDER ENQUIRY NO:

CCE(R&D)S/ENQ/O&M/SWARM/NSTL/02/2026-2027 dated 18 MAY 2026

CHIEF CONSTRUCTION ENGINEER(R&D) SOUTH,
P.B.NO. 1569, AKBAR ROAD,
SECUNDERABAD – 500 003
PH- 040 – 27751842, 27753662
FAX No: 040 - 27751405

GOVERNMENT OF INDIA – MINISTRY OF DEFENCE
DEFENCE RESEARCH & DEVELOPMENT ORGANIZATION

TENDER DOCUMENT

(Book I of I)

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CHIEF CONSTRUCTION ENGINEER(R&D) SOUTH,
P.B.NO. 1569, AKBAR ROAD,
SECUNDERABAD – 500 003
PH- 040 – 27751842, 27753662
FAX No: 040 - 27751405

ANNEXURE – I

INVITATION TO TENDER

FOR

OPERATION AND MAINTENANCE OF E&M INSTALLATIONS FOR PREFABRICATED ASSEMBLY BAY UNDER PROJECT SWARM AT NSTL, VISAKHAPATNAM

TENDER ENQUIRY NO:

CCE(R&D)S/ENQ/O&M/SWARM/NSTL/02/2026-2027 dated 18 May 2026

INVITATION TO TENDER

Name of Work : Operation and Maintenance of E&M Installations for Prefabricated Assembly Bay Under Project Swarm at Nstl, Visakhapatnam

1. Receipt of Tenders

Tender Documents shall be received latest by 15.00 Hrs on 10 June 2026

2. Reference Code for Tender

CCE(R&D)S/ENQ/O&M/SWARM/NSTL/02/2026-2027 dated 18 May 2026

3. **Tender Documents**

3.1 Tender document shall comprise of 1 Booklet as detailed below:-

BOOKLET 1 OF 1 CONSISTING OF:

i) Invitation to Tender & completion Milestones
ii) Draft Agreement (General Conditions) with Amendments
iii) Special Conditions of Contract
iv) Inventory of installations
v) Essential Maintenance tools and Accessories to be maintained by contractor
vi) Consumables to be maintained by contractor
vii) Schedule of man power
viii) Bill of quantities
ix) List of approved makes of materials

3.2 Estimated cost of work **Rs.25.12 Lakhs**

4. **Submission of Tender**

4.1 Tender shall be quoted online on CPP portal as per e-Tendering Procedures. Terms and conditions as stipulated in the draft Contract Agreement or NOT NEGOTIABLE and any conditional offer shall be liable for rejection.

4.2 Original tender documents such as Tender Cost, EMD, PQ Criteria along with mandatory documents mentioned in NIT have to be submitted in sealed envelopes and clearly super scribing the tender enquiry no. and due date and on top of the envelop.

5. **CLARIFICATIONS AND TENDER DOCUMENTS:**

For any technical and other than technical clarifications in connection with this invitation to tender, tenderer may contact the following address:-

THE CHIEF CONSTRUCTION ENGINEER (R&D)SOUTH
P.B.No. 1569, AKBAR ROAD,
SECUNDERABAD – 500 003.

6. **INSPECTION OF SITE:**

Tenderer is advised to inspect, site of work and acquaint himself with working conditions including constraints and collect all necessary information for carrying out

the work. Collection of data is Bidder's responsibility. The work is to be carried out in the above mentioned area. The Bidder shall acquaint himself / herself with the site conditions prevailing at the site. Bidder shall visit the site to check the actual site conditions, availability of labour, communication, transport accessibility to the site and check scope of work etc; These factors shall be taken care of in the quoted unit rate. Failure to ascertain such conditions by the bidder at the time of bidding shall not constitute any reason for any dispute later on as regards the rates etc; The bidder should visit the site and acquaint himself/herself fully of the site & no claims whatsoever will be entertained on the plea of ignorance of difficulties involved in execution of work or carriage of materials.

7. **LANGUAGE:**

Tender including tender drawings, if any and other information shall be prepared and submitted in English language.

8. **VALIDITY OF TENDER:**

The tender and the price / rates quoted shall remain valid for acceptance for a period of 120 (One Hundred Twenty) days from the date of opening of price bid.

9. **SIGNING OF TENDER:**

Digitally signed tender documents shall be uploaded.

10. **EARNEST MONEY:**

Tender shall be accompanied by earnest money as stated below

Amount of Earnest Money:	**Rs.50,240/-** (Rupees Fifty Thousand Two Hundred Forty only) 2% (Two per cent) of the estimated cost. (for works estimated to cost upto Rs.10.00 crores) Rs.20.00 lakhs+ 1% (one percent) of the estimated cost in excess of Rs.10.00 crores. (for works estimated to cost more than Rs.10.00 crores)

Form of Earnest Money

- In the form of DD/FDR/Banker's cheque issued by a Scheduled Bank in favor of CCE (R&D) South, payable at Secunderabad.

- A part of Earnest money acceptable in the form of Bank Guarantee also. In such cases 50% of the earnest money or 20.00 lakhs whichever is less, will have to be deposited in the form of Demand Draft/ Fixed Deposit Receipt (FDR)/ Banker Cheque issued by Scheduled Bank and the balance only can be accepted in the form of bank guarantee issued by a scheduled bank . The

bank Guarantee submitted as part of earnest money shall valid for a period of six months or more than from the date of submission of tender.
Refund of Earnest Money

- The earnest money given by all the tenderers except the lowest tenderer will be refunded immediately after the opening of the tenders (Cover No.2 i.e. Price Bid) or latest within a week from the date of receipt of tenders.

Forfeiture of Earnest Money

- If the tenderer withdraws his tender before the expiry of the validity period, or before the issue of letter of acceptance, whichever is earlier, or makes any modification in the terms and conditions of the tender which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the earnest money absolutely. This provision would naturally apply only to the lowest tenderer once the earnest money of all the tenderers except those of the lowest is refunded.

- If contractor fails to furnish the prescribed performance guarantee within the prescribed period, the earnest money is absolutely forfeited to the President automatically without any notice.

- In case the contractor fails to commence the work specified in the tender documents on the 15th day of such time period as mentioned in letter of award, after the date on which the Engineer-in-Charge issues written orders to commence the work, or from the date of handing over of the site, whichever is later, the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit whole of the earnest money absolutely.

- If only a part of the work as shown in the tender is awarded, and the contractor does not commence the work, the amount of the earnest money to be forfeited to the Government should be worked out with reference to the estimated cost of the work so awarded.

- In case of forfeiture of earnest money as prescribed above paras, the tenderer shall not be allowed to participating in the retendering process of the work.

11. **COST OF TENDER DOCUMENT**

Cost of the tender documents is Rs. 500 /- and is not refundable

12. **CLARITY OF WRITING :**

For details refer Para No.4 (ii) to (v) as above.

13. **SUBMISSION OF TENDER:**

For submission of e-Tender, bidders are requested to get themselves registered with **eprocure.gov.in** website along with civil category, Digital Signature Certificate (DSC) issued by authorized CA under IT Act 2003.

Tender document (**cover -1only) containing PQ criteria, Original DD for tender cost, EMD, undertaking**, **affidavit and documents for enlistment in for un-enlisted firms** shall be uploaded as cover-1 and to be sent by Registered Post

addressed to the office as stated below so as to reach not later than the last date and time of receipt of tender.

THE CHIEF CONSTRUCTION ENGINEER (R&D)SOUTH
P.B.No. 1569, AKBAR ROAD,
SECUNDERABAD – 500 003.

14. **OPENING OF TENDER:**

e-Tender shall be opened as per the details mentioned vide para no. 7 of NIT. Tenderer or his duly authorised representative, not exceeding 2, may be present on the date and time set out above, to attend opening of tender if so desired by him.

15. **EXPENSES FOR TENDER PREPARATION:**

For the preparation and submission of tender, tenderer shall not be entitled to any cost, expenses or other claims whether or not the tender is accepted, rejected or Invitation to Tender withdrawn or canceled.

16. **COMPLETENESS TENDER:**

The scope of work, terms and conditions and other details have been specified in the tender document. Tenderer shall prepare and submit his tender keeping in mind the requirements of tender documents. Any tender not quoting for the complete work as per tender documents, or is otherwise incomplete or is not in compliance with the tender documents shall be liable to rejection.

17. **AMENDMENTS TO TENDER DOCUMENTS:**

OWNER shall have the right to amend / delete / add to the various provisions in the tender documents or withdraw / cancel the invitation to tender without assigning any reasons whatsoever. The amendments / errata issued by the owner shall be read carefully in conjunction with tender documents. The contract price / rate / amount shall be deemed to have been worked out taking into account amendments / errata also.

18. **ACCEPTANCE OF TENDER:**

OWNER shall not be bound to accept the lowest or any tender or to assign reasons for non-acceptance of any tender. OWNER reserves the right to accept a tender either in whole or in part. Breakup of prices / item rates as quoted shall be binding on the tenderer even in the case of acceptance of a tender in part.

19. **TENDERER NOT TO RESILE:**

The tender for the work shall remain open for acceptance for a period of One Twenty (120) days from the date of opening of tender/ One Twenty (120) days from the date of opening if financial bid in case tenders are invited on 2/3 bid system. If any tenderer withdraws his tender before the said period or issue of latter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the Earnest Money. Further the tenderer shall not be allowed to revise his offer only of

required by tender appraisal committee/ tender standing committee based on the negotiations on order to give rebate on overall tender or on specific item(s).

20. **WATER AND ELECTRICITY:**

Water will not be supplied by department. The contractor shall make his own arrangement for procurement and storage of water required for construction and workmen etc., at his cost. Three phases LT Distribution power for construction activity will be provided on chargeable basis as per State Electricity Board charges by the Department through 32 A capacity MCCB with Three phase energy meter at a distance not exceeding 200 Mtrs from the building construction area. The contractor has to make his own arrangements for drawing the construction power from this point up to work spot at his own cost. In case of any break down or insufficient supply of electricity, the contractor shall make his own arrangements of electricity power to augment supply commensurate to the schedule of completion of work. Any additional power required for any other purpose including running any specialized equipment like Pile Drilling machine, Concrete Boom lifts/cranes, fabrication of major steel works, stone crushers, batching plant, hot mix plant, power etc., shall be arranged by the firm/contractor at their own cost. No claim of time extension and or money will be entertained by the Department on this account.

21. STANDARD OF WORK:

In general condition of contract Article 9: Standard of work delete the existing para 9.05 and substitute the following

The contractor shall ensure provision of anti termite and water proofing treatment for foundations/ sunken portion/ roof work and other specified work 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 of equal value of final payment due against these works valid for a period of 05 (Five) years form issue of completion. Alternatively agency may choose to submit Standing Bank Guarantee Bond / FDR for the following values

Agencies pre-qualified for work		Value of Bank Guarantee Bond/FDR
(i)	Upto Rs. 50.00 lakh	Rs. 10.00 lakh
(ii)	Rs. 50.00 to 120.00 lakh	Rs. 20.00 lakh
(iii)	Rs. 120.00 to 500.00 lakh	Rs. 50.00 lakh
(iv)	More than 500.00 lakh	Rs. 100.00 lakh

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 the 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.

22. **MATERIALS**:

a) The CONTRACTOR shall arrange for all the materials required for incorporating in the work including cement and steel.

b) Reinforcement / structural steel for all sizes shall be procured from the main / primary producers only i.e. SAIL/ RINL/ TISCO/JSW Steel Ltd.

c) Secondary producers of reinforcement / structural steel will be permitted in case of non-availability certificate given by the main primary producers. Make of steel of the secondary producer shall be as approved by the owner and shall be based on the credentials / confirmation of the reinforcement / structural steel quantity in the contract is less than 10MT, reinforcement / structural steel may be procured from secondary producers after obtaining approval from the owner for which non-availability certificate from main/ primary producers is not required.

d) For every lot of steel the Engineer shall obtain the particulars of the manufacturer / supplier of steel from the contractor separately and ensure that contract shall place demand / requisition of steel with adequate lead-time.

e) The Engineer shall verify the original documents in support of the purchase of steel and will retain certified true copy of documents along with the test results at site.

f) The contractor shall not procure steel directly from authorized conversion agents or dealers. The contractor shall procure steel from authorized conversion agent or a agent or a dealer only when it is allocated to the agent or the dealer by the main / primary steel producer.

23. **CCE (R&D) SOUTH RESERVES THE RIGHT TO ACCEPT OR REJECT THE LOWEST OR ANY OFFER OR ALL OFFERS WITHOUT ASSIGNING ANY REASONS THERETO**.

24. **In case any firm backs out after becoming L1 shall be banned for a period of One (01) year.**

Tender Enquiry No CCE(R&D)S/ENQ/O&M/SWARM/NSTL/ /2026-2027 dated May 2026

"In lieu" page to

GENERAL CONDITIONS OF CONTRACT (GCC 2023)

A copy of General conditions of contract (GCC 2023) as amended has been supplied to me / us and is in my/ our possession. I / we have read and understood the provisions contained in the aforesaid General conditions of Contracts before submission of this tender and I / we agree that I/we shall abide by the terms and conditions thereof as mentioned, if any elsewhere in these tender documents.

Contractor Accepting Officer

Date Date

NOTE: GCC 2023 is already circulated. If any bidder desires to have a copy of the same can be obtained on written request made on firm letter head signed by authorized signatory of the firm. The copy of GCC 2023 has to be returned along with the bid

DRAFT PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY

This deed of guarantee made this _____ Day of _____ Two Thousand Nineteen between _____ (Name of Banker) having its Registered Office at _____

_____

(hereinafter referred to as the "Surety") and President of India acting by and through Chief Construction Engineer (R&D), Defence Research & Development Organisation, P.B.No. 1569, Akbar Road, Secunderabad – 500 003 (hereinafter referred to as the "Owner").

WHEREAS _____ (Contractor's name) (hereinafter referred to as "Contractor"), a company registered under Companies Act 1956 and having their registered Office at _____Bound to deposit with the OWNER by way of EARNEST MONEY Rs. _____ (Rupees _____Only) in connection with their Tender for _____

_____ (Name of work) with reference to OWNER'S Tender Enquiry No. _____ dated: _____ as per specification and terms and conditions enclosed therein.

WHEREAS the CONTRACTOR as per clause No. 11 of invitation to Tender has agreed to furnish a Bank Guarantee valid upto _____ (date) instead of deposit of Earnest Money.

NOW THIS WITNESSETH

That the surety in consideration of the above tender made by the CONTRACTOR to the OWNER hereby undertake to guarantee payment on demand to the OWNER of the said amount of Rs. _____ which the CONTRACTOR is bound to deposit with the OWNER by way of Earnest Money in connection with his tender.

Not withstanding anything contained in the foregoing, the surety's liability under the guarantee is restricted to Rs. _____ (Rupees _____ Only).
The Guarantee shall remain in force and effective upto _____ and

shall expire _____and become ineffective on intimation thereof being given to the SURETY by the OWNER in which event this guarantee shall stand discharged.

This guarantee shall not be affected by any change in the constitution of the OWNER, CONTRACTOR or the SURETY.

The OWNER shall be eligible to make any claim under this guarantee only if the CONTRACTOR submitting the tender, resile from the offer or modify the terms and conditions thereof in a manner not acceptable to the OWNER or fail to sign the contract and deposit initial security deposit within 10 (Ten) days after the OWNER has advised the CONTRACTOR the acceptance for _____ (name of work) on mutually agreed terms and conditions. The OWNER's decision in this regard shall be final and binding.

The SURETY cannot revoke this guarantee during its currency except by the previous consent of the OWNER in writing.

Notwithstanding anything contained hereinabove, unless a demand or claim under this guarantee is made on the SURETY in writing on or before _____ the SURETY shall be discharged from all liabilities under this guarantee hereafter.

For and on behalf of
(BANKER'S NAME)

TENDER DOCUMENT

GENERAL CONDITIONS OF CONTRACT

FOR
OPERATION AND MAINTENANCE OF E&M INSTALLATIONS FOR PREFABRICATED ASSEMBLY BAY UNDER PROJECT SWARM AT NSTL, VISAKHAPATNAM

TENDER ENQUIRY NO:

CCE(R&D)S/ENQ/O&M/SWARM/NSTL/02/2026-2027 dated 18 May 2026

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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

DRAFT AGREEMENT

THIS AGREEMENT for " _____ " bearing Contract agreement No. _____ made and entered into this _____ between the President of India acting by and through Chief Construction Engineer (R&D), Defence Research & Development Organization (DRDO), P.B. No 1569, Akbar Road, Secunderabad- 500 003 hereafter referred to as the "OWNER" (which expression shall, unless excluded by or repugnant to the context or meaning thereof, be deemed to include its successors and assigns) of ONE PART.

AND

M/s _____ having their registered office and principal place of business at " _____ " hereafter referred to as the "CONTRACTOR" (which expression shall, unless excluded by or repugnant to the context or meaning thereof, be deemed to include its successors and assigns) of OTHER PART.

WITNESSETH THAT

WHEREAS the OWNER invited the CONTRACTOR to submit tender for " _____ _____ " vide Tender Enquiry No. _____ _____.

AND

WHEREAS, the CONTRACTOR submitted tender to the OWNER for execution of the work in accordance with the tender documents including technical specifications, schedule of items and tender drawings vide their letter No. _____ Dated _____.

AND

WHEREAS, the CONTRACTOR has accepted the Approval by the Standing Committee note sheet on _____.

WHEREAS, the OWNER has accepted the negotiated tender submitted by the CONTRACTOR for the execution of the aforesaid work and placed Latter of Intent No. _____ _____.

AND WHEREAS, the CONTRACTOR has agreed to execute the aforesaid work on terms and conditions stated hereinafter and has also agreed to submit to the OWNER Initial Security Deposit required to be submitted ibn accordance with the conditions of the Tender.

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 Engineerdetailed by the 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 the Accepting Officer to direct, supervise and be in-Charge of the work or part thereof at project/ Work site.

1.10 "SITE ENGINEER" means Engineer detailed by the Project Manager/Engineer-in-charge for day-to-day supervision of work at site.

1.11 "SITE" means the area identified by the 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 Work(s) and tools and plants (T&P) required for the Work executed, taxes plus percentage (% age) 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.
(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 OWNERshall 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.).
(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) <u>Turn Key/EPC (Design & Building) contracts:</u> -

(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 he 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

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 t he 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.

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, there under 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 there under 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, there under 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 the Work(s) 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.

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

(a) Setting out of the Work(s) 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 the 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, watersupply, drainage and sewerage, power supply including diesel generator set, temporary offices, stores, construction yard, canteens, toilet block, labourcamp, 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

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).

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 underthe 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 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.

5.6. Item rates of various items of work and Contract price shall be deemed to include, if otherwise especially not provisioned in the 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, ONTRACTOR'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 ork(s) 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).

MOBILISATION 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 Mobilisation Advance from the OWNER in following manner: -

(a) 10% (Ten percent) of the Contract price as Mobilisation 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 "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 he 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.

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 Work(s).

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.

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 works.

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 the Work accompanied by:

(a) Completion certificate issued by the OWNER.

(b) No claim Certificate by the CONTRACTOR.

(c) Consumption Statement of steel and cement certified by the PM/Engineer-in-c Charge.

(d) 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.

(e) Original guarantee furnished by CONTRACTOR's Suppliers for applicable items and in favour of the OWNER.

(f) Bank guarantee for DLP by the CONTRACTOR.

(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 banksshall 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.

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 under payment 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,

(a) To deduct from the securities or to forfeit the said security in whole or in art 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 thatin 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.

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 other authorities with regard to levy of any tax, duty, cess, levy or fee etc., which in any manner ay impinge upon him in performance of any obligations/responsibilities under or arising out of the Contract.

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.

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.

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.

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**

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 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 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 C'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 the Work(s) 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

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 Work(s) 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

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, 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 as per Article 10.19 to 10.22 of the Contract.

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 official’s 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.

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 works 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 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

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 Work(s), 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 Work(s);
(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 Work(s).

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 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 theTenderer 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.

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 the 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 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 Work(s) and to test and examine any materials to be used or workmanship employed in connection with the Work(s). 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 there-upon 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.

(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 the 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 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/OWNER. 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 Work(s) 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 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 Work(s) 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 Work 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.

21.8 If, in the opinion of the PM/Enginner-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 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 ¼ (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 to10% (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 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 - theauxiliary 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 Works constructed by the CONTRACTOR 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-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 the Work(s), 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).

PERFORMANCEGUARANTEE 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

25.3The 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 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 CONTRACTOR's 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 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 DLP 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

26.1The CONTRACTOR shall, at his own expense, provide all materials, required for the Work(s) 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 repute make of steel as per Technical Specification and List of Approved Makes attached in the Contract documents.

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

26.6 All the materials procured and incorporated in the Work(s) 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 Work(s), 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 Work(s), 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 Work(s) 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 Work(s) 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 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 Work(s).

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 Work(s) 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

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.

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 Work(s), 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 any work executed by him under it, the amount of such under payment shall be duly paid by the OWNER to the CONTRACTOR, without any interest thereon whatsoever.

31.2 **Lien in respect of claims in other contracts**

Any sum of money due and payable to the CONTRACTOR (including the Security Deposit and/or Performance Guarantee returnable to him) under the Contract may be withheld or retained by way of lien by the PM/Engineer-in- Charge or the OWNER in respect of payment of a sum of money arising out of or under any other Contract made between the CONTRACTOR and the Government of India. It is an agreed term of the Contract that the sum of money so withheld or retained under this article by the PM/Engineer-in-Charge or the OWNER will be kept withheld or retained as such by the PM/Engineer-in-Charge or the OWNER or till his claim arising out of the same Contract or any other Contract is either mutually settled or determined by the Arbitration under GCC Article 43 or by the competent court, as the case may be and that the CONTRACTOR shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this article and duly notified as such to the CONTRACTOR.

ARTICLE – 32: SUB-CONTRACTING

32.1 **Assignment and sub-contracting**

32.1.1 The CONTRACTOR shall not subcontract the Contract work as a whole or a part to a third party for the performance of the Agreement.

32.1.2 The CONTRACTOR may subcontract a portion of the Contract work to third parties with the written approval of the OWNER. The CONTRACTOR shall furnish to the OWNER full particulars about the proposed Sub-contractors and the details of the portion to be subcontracted while seeking such approval. Thereafter, the CONTRACTOR shall notify the OWNER in writing all Sub-contracts awarded under the Contract if not already stipulated in the Contract. In its original bid or later, such notification shall not relieve the CONTRACTOR from any of its liability or obligation under the terms and conditions of the Contract or in any way affect the CONTRACTOR's direct responsibility to the OWNER nor shall it render the OWNER in any way responsible to such Sub-contractor.

32.1.3 The CONTRACTOR including PSUs/Govt. shall not, without consent in writing of the OWNER, sublet, transfer, or assign the Contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever.

32.1.4 Sub-contract shall be only for bought out items, specialized and incidental Works/ Services. Sub-contracts must comply with and should not circumvent CONTRACTOR's compliance with its obligations under GCC Article 9, based on which the Contract was awarded to him.

32.2 If the CONTRACTOR sublets or assigns this Contract or any part thereof without such permission, the OWNER shall be entitled, and it shall be lawful on his part, to treat it as a breach of Contract and take measures/ action as per GCC Article- 40.

32.3 If the CONTRACTOR shall assign or sublet his Contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the CONTRACTOR, or any of his servants or agent to any public officer or person in the employ of Government in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the Contract, the OWNER shall have power to adopt the course specified in GCC Article 40.

32.4 The CONTRACTOR shall be responsible for any Sub-contractor who may carry out any work or supply any material in connection with the Contract as per Technical Specifications and List of Approved Makes. The CONTRACTOR shall make good any loss

or damage suffered by Government by reason of any default, neglect or failure on the part of such person in relation to such work or material.

32.5 Where a list of approved Agencies for a subcontracting work is provided in the Contract, the CONTRACTOR shall inform the name of the Sub-contractor selected by him within a period as agreed with the PM/Engineer-in-Charge, however not later than thirty (30) days of the date of such selection.

32.6 The OWNER reserves the right to ask the CONTRACTOR to submit copies of relevant specifications included in all orders placed on Sub-contractors.

32.7 In the event certain obligations extended by a Sub-contractor to the CONTRACTOR beyond specified in the Agreement, the OWNER shall automatically be entitled to benefit thereof.

32.8 In no event shall the OWNER be deemed to have Contractual obligation whatsoever in respect of Sub-contractors.
32.9 The total value of subcontracting works will not exceed percentage of Contract price as mentioned in SCC.

ARTICLE – 33: PASSAGE OF PROPERTY AND RISK

33.1 Subject to provisions under GCC Article 24, the property and risk of the Contract work shall pass on to the OWNER upon issuance of the Completion certificate and Final Acceptance Certificate(FAC).

33.2 This Article shall not in any way adversely affect or derogate against the CONTRACTOR's obligationsbeyond Defect Liability Period as stipulated in the contract and provide to the OWNER, the Contract work completed in all respects.

ARTICLE – 34: SAFETY AND SECURITY

SAFETY

34.1 The Safety instructions and provisions for Construction,Erection,Testing & Commissioning shall be as per **Annexure-B** (RDCE safety code).
These Safety rules lay down the safety requirements for safe execution of project activities, responsibilities of the CONTRACTOR, and all concerned involved in construction. The CONTRACTOR, including his Sub-contractors, while executing the Work(s), shall strictly comply with these Safety rules and statutory requirements (including amendments thereof), as applicable, in respect of safety of personnel, equipment and materials at site area under execution of the CONTRACTOR.

SECURITY

34.2 The CONTRACTOR shall provide at his own cost necessary watch and ward force as may be required by the OWNER to ensure security and safety of all buildings, structures, equipment and materials under his custody at the Site of work.

34.3 The CONTRACTOR shall abide by all security regulations at site promulgated by the OWNER from time to time. The CONTRACTOR shall provide identity badges to their personnel and workmen which must be properly displayed by them on their person.

34.4 The CONTRACTOR shall have to abide by all security and safety regulations of Lab/ Establishment at site for
(a) Entry/ Exit of workmen, material, vehicles, electronic gadgets etc.
(b) Movement inside the Lab/ Establishment including Prohibited/ Restricted area
(c) Storage and stacking of construction materials/ equipment/ machineries etc.

The CONTRACTOR has to take all approvals for security and safety by USER Lab/ Establishment through OWNER.

34.5 In order to facilitate issue of Gate passes by the PM/Engineer-in-Charge for men, materials and equipment either during execution or the defect liability, the CONTRACTOR

shall submit to the OWNER list of the personnel, construction / erection equipment, etc., and / or other materials that shall be taken by them inside the site time to time. Such movement of materials, equipment, tools, tackles etc., shall be subject to certification by the PM / Engineer- in - Charge.

34.6 The CONTRACTOR and his personnel / workmen shall be subjected to security check by security force of OWNER/ User Establishment/ Lab for the overall protection of the Project.

34.7 The CONTRACTOR shall not allow any visitor on the works except with the written permission of the OWNER.

ARTICLE – 35: DEDUCTIONS FROM CONTRACT PRICE

35.1 The CONTRACTOR shall reimburse to the OWNER all costs, charges, damages or expenses which the OWNER may have paid or to which the OWNER may be entitled and to the extent to which the CONTRACTOR is obliged under the Agreement to do so within 30 (thirty) days upon written request of the OWNER, failing which such costs, charges, damages or expenses shall be deducted by the OWNER from any money due or becoming due by him to the CONTRACTOR under this Agreement.

35.2 Whenever any claim(s) for payment of sum of money arise(s) out of or under this Contract against the CONTRACTOR, the CONTRACTOR shall, on written demand make the payment of the same or agree for effecting adjustment from any amounts due to him by the OWNER. If, however, he refuses or neglects to make the payment on written demand, or does not agree for effecting adjustment from any amounts due to him, the OWNER shall be entitled to withhold an amount not exceeding the amount of the claim(s), from any sum when due or which at any time thereafter may become due to the CONTRACTOR, under this or any other Contract with the OWNER or from any other sum due to the CONTRACTOR from the OWNER (which may be available with the OWNER) or from the CONTRACTOR's Security Deposit and Performance Guarantee bond, and retain the same by way of lien till such time payment is made by the CONTRACTOR or till the claim(s) is / are settled or adjudicated upon, or till the CONTRACTOR, at his expense furnishes "Fixed Deposit Receipt(s)" duly endorsed as directed by the Accepting Officer, or a Guarantee Bond from a scheduled commercial Bank for an amount equal to the amount of the claim(s), in the form as directed by the OWNER.

35.3 The OWNER reserves the right to carry out post payment audit and technical examination of the works and Final Bill, including all supporting vouchers, abstracts etc. The OWNER further reserve the right to carry out the aforesaid examinations and enforce recovery when detected, notwithstanding the fact that the amount of the final bill may have been included by one of the parties as an item of dispute before Arbitration Tribunal

appointed under the Arbitration article of the Contract and notwithstanding the fact that the amount of the Final Bill figures in the Arbitral Award.

35.4 If, as a result of such audit and technical examination, any over payment is discovered in respect of the work done under this Contract, the CONTRACTOR shall, on written demand to make payment of a sum equal to the amount of over payment or agree for effecting necessary adjustment from any amount(s) due to him by the OWNER. If, however, he refuses or neglects to make the payment on demand(s) or does not agree for effecting adjustment from any amount(s) due to him, the OWNER shall be entitled to take action as per GCC Article- 35.2.

35.5 Any other deductions mentioned elsewhere in the Contract shall also be made by the OWNER from the Contract price or payment due to the CONTRACTOR.

35.6 All notices under these conditions shall be given by the OWNER.

35.7 **Recovery of Compensation paid to Workmen**
In every case in which by virtue of the provisions in the Workmen's Compensation Act, 1923, Employees compensation act (as amended), Government is obliged to pay compensation to a workman employed by the CONTRACTOR, in execution of the Work(s), the OWNER will recover from the CONTRACTOR, the amount of the compensation so paid and without prejudice to the rights of the OWNER under the said Act the OWNER shall be at liberty to recover such amount or any part thereof by deducting it from the Security Deposit and/or Performance Guarantee or from any sum due by the OWNER and Government to the CONTRACTOR whether under this Contract or otherwise. The OWNER shall not be bound to contest any claim made against it under the said Act, except on the written request of the CONTRACTOR and upon his giving to the OWNER full security for all costs for which the OWNER might become liable in consequence of contesting such claim.

ARTICLE - 36: INDEMNITY

36.1 Notwithstanding all reasonable and proper precautions being taken by the CONTRACTOR at all items during the performance of the Contract work, the CONTRACTOR shall remain wholly responsible for all damages, whether to the Contract work executed by him or to any other OWNER’s property or to the lives, persons or property of others during progress of the Contract work and DLP thereof and shall indemnify, defend and hold harmless the OWNER, PM/Engineer-in-Charge or their employees against all claims, loss, demands, proceedings, charges and expenses, liability for personal injury (including death), and / or damage to property incurred by reasons of any act or omission or default by the CONTRACTOR, his Sub-contractors, agents, servants or employees and arising out of or connected with the performance of this Contract.

36.2 The CONTRACTOR shall execute and deliver and shall cause his Sub-contractors and Suppliers to execute and deliver such other further instruments and to comply with such requirements of such Statutes, Ordinances, Laws, Rules, Regulations or Bye-laws as may be necessary there under to confirm and effectuate the Contract and to protect the OWNER, the PM/Engineer-in-Charge or any employees of OWNER’s organisation.

36.3 Notwithstanding anything herein before contained, the OWNER shall not accept any liability for the CONTRACTOR, his Sub-contractors, agents, servants or employees or any of them or for their / his property while on the premises or in service of, or used for / on behalf of the OWNER by any person.

ARTICLE – 37: INTELLECTUAL PROPERTY RIGHTS (IPR)

37.1 The CONTRACTOR shall indemnify the OWNER, its representatives or its employees against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties or other charges which may be payable in respect of any article or material or part thereof included in the Contract. In the event of any claim being made or action being brought against the OWNER or its representatives or its employees, in respect of any such matters as aforesaid, the CONTRACTOR shall immediately be notified thereof. However, such indemnity shall not apply when such infringement has taken place in complying with the specific directions issued by the OWNER; but the CONTRACTOR shall pay any royalties or other charges payable in respect of any such use, the amount so paid being reimbursed to the CONTRACTOR only if the use was as a result of any drawings and/or specifications issued after the award of Contract by the OWNER, provided further that the CONTRACTOR has brought to the notice of the PM/Engineer-in-Charge, of such infringement immediately upon the instructions of the PM/Engineer-in-Charge or upon the CONTRACTOR becoming aware of such infringement.

37.2 **Indemnities for breach of IPR Rights**

37.2.1 The CONTRACTOR shall indemnify and hold harmless, free of costs, the OWNER and its employees and officers from and against all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which may arise in respect of this Contract, as a result of any infringement or alleged infringement of any patent, utility model, registered design, copyright, or other Intellectual Property Rights (IPR) or trademarks, registered or otherwise existing on the date of Contract arising out of or in connection with:

(a) Any design, data, drawing, specification, or other documents or Goods provided or designed by the CONTRACTOR for or on behalf of the OWNER.

(b) The installation of the equipments by the CONTRACTOR or the use of the materials at the OWNER's Site

37.2.2. Such indemnity shall not cover any use of the Goods or any part thereof or any products produced thereby:

(a) Other than for the purpose indicated by or to be reasonably inferred from the Contract.

(b) In association or combination with any other equipment, plant, or materials not supplied by the CONTRACTOR.

37.2.3 If any proceedings are brought, or any claim is made against the OWNER arising out of the matters referred above, the OWNER shall promptly give the CONTRACTOR a notice thereof. At its own expense and in the OWNER's name, the CONTRACTOR may conduct such proceedings and negotiations to settle any such proceedings or claim, keeping the OWNER informed.

37.2.4 If the CONTRACTOR fails to notify the OWNER within twenty-eight (28) days after receiving such notice that it intends to conduct any such proceedings or claim, then the OWNER shall be free to conduct the same on its behalf at the risk and cost to the CONTRACTOR or at the expense of the CONTRACTOR.

37.3All deliverables, outputs, plans, drawings, specifications, designs, reports, and other documents and software submitted by the CONTRACTOR under the Contract shall become and remain the property of the OWNER and subject to laws of copyright and must not be

shared with third parties or reproduced, whether in whole or part, without the OWNER's prior written consent. The CONTRACTOR shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the OWNER and the CONTRACTOR shall not use it for any purpose, commercial or otherwise.

37.4 This GCC Article- 37 shall survive the closure or termination of the contract for a period of five (05) years.

ARTICLE - 38: PRESERVATON OF PEACE

38.1 The CONTRACTOR shall take adequate precautions and use his best endeavours to prevent any riotous of any unlawful behaviour by or amongst his workmen and / or others employed by him and for the preservation of peace and protection of the inhabitants and security of property at or in the neighbourhood of the site.

38.2 In the event of the OWNER requiring the maintenance of a special security force at or in the vicinity of site during the tenure of the Contact in consequence of the riotous or unlawful behaviour by or amongst the CONTRACTOR's workmen and / or others employed by him, all expenses thereof, and costs of all damages due to such riotous or unlawful behaviour shall be borne by the CONTRACTOR and if paid by the OWNER, shall be recovered by the OWNER form any money due or that may become due to him.

ARTICLE – 39: CONFIDENTIALITY & SECRECY

39.1 The provisions of this article shall not in any way modify any undertaking of confidentiality given by the CONTRACTOR before the date of the Contract in respect of the Contract/ Tender Document or any part thereof.

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39.2 The provisions of this article shall survive completion or termination or cancellation, for whatever reason, of the Contract.

CONFIDENTIALITY

39.3 All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of the OWNER to the CONTRACTOR, in connection with the Contract, whether such information has been furnished before, during or following completion or termination of the Contract, are confidential and shall remain the property of the OWNER and shall without the prior written consent of the OWNER neither be divulged by the CONTRACTOR to any third party, nor be used by him for any purpose other than the design, procurement, or other services and work required for the performance of this Contract.

39.4 All copies of all such information in original shall be returned on completion of the CONTRACTOR's performance and obligations under this Contract.

SECRECY

39.5 Any of the subject matter of the Contract falling within the purview of the Official Secrets Act, 1923 or if the Contract is marked or classified as "SECRET", the CONTRACTOR shall take all reasonable steps necessary to ensure that all persons employed in any connection with the Contract, have acknowledged their responsibilities and penalties for violations under the Official Secrets Act and any regulations framed thereunder and also as per Standard Operating Procedure (SOP) for security and secrecy of Strategic Projects/Classified Works enclosed with the Contract.

OBLIGATIONS OF THE CONTRACTOR FOR CONFIDENTIALITY AND SECRECY

39.6 Without the OWNER's prior written consent, the CONTRACTOR shall not use the information mentioned above except for the sole purpose of performing this Contract.

39.7 The CONTRACTOR shall treat and mark all information as CONFIDENTIAL and shall not, without the written consent of the OWNER, divulge to any person other than the person(s) employed by the CONTRACTOR in the performance of the Contract. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for such performance for this Contract.

39.8 Notwithstanding the above, the CONTRACTOR may furnish to its holding company or its Sub-contractor(s) such documents, data, and other information it receives from the OWNER to the extent required for performing the Contract. In this event, the CONTRACTOR shall obtain from such holding company/Sub-contractor(s) an undertaking of confidentiality similar to that imposed on the CONTRACTOR under the above articles.

39.9 The obligation of the CONTRACTOR under this Article-39, however, shall not apply to information that:

(a) The CONTRACTOR needs to share with the institution(s) participating in the financing of the Contract;

(b) Now or hereafter is or enters the public domain through no fault of CONTRACTOR, his representative, agent and employees or Sub-contractor(s);

(c) Can be proven to have been possessed by the CONTRACTOR at the time ofdisclosure and which was not previously obtained, directly or indirectly, from the OWNER; or

(d) Otherwise lawfully becomes available to the CONTRACTOR from a third party that has no obligation of confidentiality.

ARTICLE - 40: SUSPENSION & TERMINATION

SUSPENSION OF WORK

40.1 The OWNER may suspend the Work in whole or in part at any time by giving the CONTRACTOR notice in writing to such effect stating the nature, the effective date and duration of such suspension.

40.2 The CONTRACTOR shall, on receipt of the order in writing of the OWNER or his authorised Representative, suspend the progress of the Work or any part thereof for such time and in such manner as the PM/Engineer-in-Charge may consider necessary for any of the following reasons: -

(a) On account of any default on part of the CONTRACTOR; or
(b) for proper execution of the Work or part thereof for reasons other than the default on the part of the CONTRACTOR; or
(c) for safety of the Work or part thereof, for reasons other than those attributable to the CONTRACTOR.

40.3 The CONTRACTOR shall, during such suspension, properly protect and secure the Work to the extent necessary and carry out the instructions by PM/Engineer-in-Charge.

40.4 The OWNER, may at any time, cancel the suspension notice for all or any part of suspended work by giving written notice to the CONTRACTOR specifying the part of Work to be resumed and the effective date of withdrawal of suspension. The CONTRACTOR shall resume the suspended work after receipt of such withdrawal of suspension notice.

40.5 If the suspension is ordered for reasons (b) & (c) in GCC Article 40.2 above, in so far as it concerns suspension of part of the Work or whole of the balance Work, the

CONTRACTOR shall be entitled to an extension of time based on the period of suspension and as finalized by the OWNER. The CONTRACTOR shall not be eligible for any other compensation whatsoever for such suspension, except as otherwise provided in the Contract.

40.6 In the event, such suspension exceeds a period of three months, the OWNER and the CONTRACTOR shall consult each other to find out the remedial measures for completion of the Work. If the suspension has been due to inclement weather, unsafe working condition & non-conformance to specifications, continued violations by the CONTRACTOR to OWNER's instructions & such other causes for which the CONTRACTOR is responsible, then no compensation shall be payable by the OWNER.

TERMINATION/ DETERMINATION OF CONTRACT

40.7 The OWNER reserves the right to terminate the Contract, in whole or in part for its (the OWNER's) convenience or CONTRACTOR's fault or frustration of Contract as per sub-article below, by serving written 'Notice for Determination of Contract' to the CONTRACTOR at any time during the currency of Contract. The notice shall specify that the termination is for the convenience of the OWNER or CONTRACTOR's fault or frustration of the Contract. The notice shall also indicate inter-alia, the extent to which the CONTRACTOR's performance under the Contract is terminated, and the date with effect from which such termination shall become effective.

40.8 Such termination shall not prejudice or affect the rights and remedies accrued and/ or shall accrue after that to the Parties.

40.9 Unless otherwise instructed by the OWNER, the CONTRACTOR shall continue to perform the Contract to the extent not terminated.

40.10 All warranty obligations, if any, shall continue to survive despite the termination.

40.11 The Goods, Equipments and Works/ Services that are complete and ready in terms of the Contract for execution/ delivery and performance within thirty(30) days after the CONTRACTOR's receipt of the notice of termination shall be accepted by the OWNER as per the Contract terms. For the remaining Goods and incidental Works/ Services, the OWNER may decide:

(a) To get any portion of the balance Work(s) completed and delivered at the Contract terms, conditions, and prices; and/ or

(b) To cancel the remaining portion of the Goods, Equipments and Works/ Services and compensate the CONTRACTOR by paying an agreed amount for the cost incurred by the CONTRACTOR, if any, towards the remaining portion of the Goods, Equipments and Works/ Services.

40.12 **Termination of contract for owner's convenience**
40.12.1 If at any time after award of Contract, the OWNER shall decide to abandon or reduce the scope of the Work(s) for any reason whatsoever and hence not require the

whole or any part of the Work to be carried out by the CONTRACTOR, the PM/Engineer-in-Charge shall give notice in writing to that effect to the CONTRACTOR and the CONTRACTOR except as herein under provided, shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the Work in full but which he did not derive in consequence of the said termination of the whole or part of the Work.

40.12.2 The CONTRACTOR shall be paid at Contract rates full amount for works executed at Site and, in addition, a reasonable amount as certified by the PM/Engineer-in-Charge for the items hereunder mentioned which could not be utilised on the Work to the full extent because of the said termination:

(a) Any cost incurred on preliminary temporary site work, e.g. access, labour huts, staff accommodation, site offices, storage accommodation and water storage tanks, etc. to be reasonably determined on the basis of balance period of the Contract from the effective date of termination.

(b) (i) The OWNER shall have the option to take over CONTRACTOR's facilities/ materials or any part thereof either brought to Site or of which the CONTRACTOR is legally bound to accept delivery from suppliers (for incorporation in or incidental to the Work), provided, however, the OWNER shall take over the materials or such portions thereof as the CONTRACTOR does not desire to retain. For materials taken over or to be taken over by the OWNER, cost of such materials shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the CONTRACTOR.

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

(c) If any materials issued by the OWNER are rendered surplus, the same except normal wastage shall be returned by the CONTRACTOR to the OWNER at rates not exceeding those at which these were originally issued less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the CONTRACTOR. In addition, cost of transporting such materials from Site to the OWNER’s stores, if so required by the OWNER.

(d) Reasonable compensation for transfer of CONTRACTOR’s T&P from Site to CONTRACTOR's permanent stores or to his other Works, whichever is ess. If T&P are not transported to either of the said places, no cost of transportation shall be payable.

40.12.3 The CONTRACTOR shall, if required by the PM/Engineer-in-Charge furnish to him wage books, time sheets and other relevant documents as may be reasonably necessary to enable him to certify the reasonableness of the amount payable under this Article.

40.12.4 In the event of action being taken under GCC Article 15 to reduce the scope of Work, the CONTRACTOR may furnish fresh Performance Guarantee on the same conditions, in the same manner and at the same rate for the balance tendered amount and initially valid up to the extended date of completion or stipulated date of completion if no extension has been granted plus minimum ninety (90) days beyond that. Wherever such a fresh Performance Guarantee is furnished by the CONTRACTOR, the OWNER may return the previous Performance Guarantee.

40.12.5. The OWNER, without prejudice to his rights as stipulated under GCC Article 40.7 to 40.12.4, shall also have the option to consult with the CONTRACTOR to arrive at a fair solution in determining the claims and payments due to the OWNER arising out of such termination. If no fair solution is reached within 3 (three) months from the effective date of termination, then the matter may be referred to resolution of dispute in terms of GCC Article 42.

40.13 **Termination on CONTRACTOR's Death**

If the CONTRACTOR is an individual or a proprietary concern and the individual or the proprietor dies and if the CONTRACTOR is a partnership concern and one of the partners dies, then unless the OWNER is satisfied that the legal representatives of the individual CONTRACTOR or of the proprietor of the proprietary concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the

Contract, the OWNER shall be entitled to cancel the Contract as to its incomplete part without the OWNER being liable in any way to payment of any compensation to the estate of the deceased CONTRACTOR and/or to the surviving partners of the CONTRACTOR's firm on account of the cancellation of the Contract. The decision of the OWNER that the legal representatives of the deceased CONTRACTOR or the surviving partners of the CONTRACTOR's firm cannot carry out and complete the Contract shall be final and binding on Parties. In the event of such cancellation the OWNER shall not hold the estate of the deceased CONTRACTOR and/or the surviving partners of the CONTRACTOR's firm liable for damages for not completing the Contract.

40.14 **Termination for CONTRACTOR's Default**

40.14.1 If the CONTRACTOR:

(a) at any time makes default in proceeding with the Works with due diligence and continues to do so even after a notice of seven (7) days in writing from the OWNER; or

(b) commits default in complying with any of the terms and conditions of Contract and does not remedy it or take effective steps to remedy it within thirty (30) days after a notice in writing is given to him on that behalf by the OWNER; or

(c) fails to complete the Work(s) or items of Work with individual dates of completion, on or before the date(s) of completion, and does not complete them within the period specified in a notice given in writing on that behalf by the OWNER; or

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

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

(f) shall obtain a Contract with the OWNER as a result of cartel formation or other non-bonafide methods of competitive bidding; or commits breach of integrity pact or

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

purport so to do, or if any application be made under any Insolvency Act for the time being in force, for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or

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

(j) assigns, transfers, sublets, attempts to assign, transfer or sublet the entire Work or any portion thereof without the prior written approval of the OWNER;

(k) having been given by the PM/Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirement of such notice for a period of seven (7) days thereafter.

(l) shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
(m) commits any breach to the condition of the Contract, as specified or otherwise,the OWNER may, without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to the OWNER by written notice, cancel the Contract as a whole or only such items of the Work in default, from the Contract.

40.14.2 **Notice for Default**
As soon as a breach of Contract is noticed, a show-cause 'Notice of Default' shall be issued to the CONTRACTOR, giving two(02) week's notice period, reserving the right to invoke Contractual remedies. After such a show-cause notice, all payments to the CONTRACTOR would be temporarily withheld to safeguard needed recoveries that may become due on invoking Contractual remedies.

40.14.3 **Terminations for Default**

(a) **Notice for Termination**
In the event of unsatisfactory resolution of 'Notice of Default' within two(2) weeks of its issue as per Sub-article above, the OWNER, if so decided, shall by written Notice for Termination for default sent to the CONTRACTOR, terminate the Contract in whole or in part, without compensation to the CONTRACTOR.

(b) Such termination shall not prejudice or affect the rights and remedies, including under GCC article below, which have accrued and/ or shall accrue to the OWNER after that.
(c) Unless otherwise instructed by the OWNER, the CONTRACTOR shall continue to perform the Contract to the extent not terminated.

(d) All warranty obligations, if any, shall continue to survive despite the termination.

40.14.4. Contractual Remedies for Breaches/Defaults or Termination for default: If there is an unsatisfactory resolution within this period, the OWNER shall take one; or more of the following Contractual remedies: -

(a) Temporary withhold payments due to the CONTRACTOR till recoveries due to invocation of other Contractual remedies are complete.

(b) Call back any loaned property or advances of payment, if any, with the levy of interest at the prevailing rate.

(c) Recover Liquidated Damages for delays.

(d) Encash and/ or Forfeit performance or other Contractual securities.

(e) Prefer claims against insurances, if any.

(f) Terminate Contract for default, fully or partially including its right for **'Risk and Cost Works'.**

(g) **'Risk and Cost Works':** In addition to termination for default, the OWNER has the rights to take possession of the Work and any material, construction plant, stores etc. and carry out the incomplete works by any means at the **Risk and Cost** of the CONTRACTOR. It shall be lawful on OWNER's part, to execute works/procure Goods similar to those terminated, with such terms and conditions and in such manner as it deems fit at the **"Risk and Cost**" of the CONTRACTOR. Upon breach of contract, such **'Risk and Cost Works'** shall be contracted by the OWNER. The CONTRACTOR shall be liable for any loss which the OWNER may sustain on that account. However, The CONTRACTOR shall not be entitled to any gain on such Work(s), and the manner and method of such Work(s) shall be to the entire discretion of the OWNER. The CONTRACTOR shall deemed to be not eligible to participate in any manner either directly or indirectly in execution of such **'Risk and Cost Works'**.

(h) Initiate proceedings in a court of law for the transgression of the law, tort, and loss, not addressable by the above means.

40.14.4 Any Penalties arising out of GCC Article 40.14 shall survive the closure or termination of the Contract.

FRUSTRATION OF CONTRACT

40.15 **Notice of Frustration Event**

Upon a supervening cause occurring after the effective date of the Contract, including a change in law, beyond the control of either party whether as a result of the Force Majeure article or within the scope of section 56 of the Indian Contract Act, 1872, that makes it impossible to perform the Contract within a reasonable timeframe, the affected party shall give 'Notice of Frustration Event' to the other party giving justification. The parties shall use reasonable efforts to agree to amend the Contract, as may be necessary to complete its performance. However, if the arties cannot reach a mutual agreement within sixty (60) days of the initial notice, the OWNER shall issue a 'Notice for Determining the Contract' and terminate the Contract due to it's frustration as above.

40.16 However, the following shall not be considered as such a supervening cause.

(a)Lack of commercial feasibility or viability or profitability or availability of funds

(b)if caused by either party's breach of its obligations under this Contract or failure to act in good faith or use commercially reasonable due diligence to prevent such an event.

CANCELLATION OF THE CONTRACT AND REMEDIES

40.17 On cancellation of the Contract in full or in part, the OWNER shall determine the amount, if any, is recoverable from the CONTRACTOR for completion of Work or part of the

Work or in case the Work or part of the Work is not completed, the loss or damage suffered by the OWNER. In determining the amount, credit shall be given to the CONTRACTOR for the value of the work executed by him up to the time of cancellation, the value of CONTRACTOR's material taken over as well as incorporated in the Work, and use of Tools and Plants belonging to the CONTRACTOR. On cancellation of Contract, the Performance Guarantee/Security and Retention Money up to the last paid RAR shall be forfeited.

40.18. Any excess expenditure incurred or to be incurred by the OWNER in completing the Work or part of the Work or the excess loss or damages suffered or may be suffered by the OWNER as aforesaid after allowing such credit shall be recovered from any money due to the CONTRACTOR on any account, and if such money is not sufficient the CONTRACTOR shall be called upon in writing to pay the same within thirty (30) days.

40.19. If the CONTRACTOR shall fail to pay the required sum within the aforesaid period of thirty (30) days, the OWNER shall have the right to sell any or all of the CONTRACTOR's unused materials, construction plant, implements, temporary buildings etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the CONTRACTOR under the Contract and if thereafter there be any balance outstanding from the CONTRACTOR, it shall be recovered from him.

40.20. Any sums in excess of the amounts due to the OWNER may be returned to the CONTRACTOR, provided always that if cost or anticipated cost of completion by the OWNER of the Work or part of the Work is less than the amount which the CONTRACTOR would have been paid had he completed the Work or part of the Work, such benefit shall not accrue to the CONTRACTOR.In the event of above course being adopted by the OWNER, the CONTRACTOR shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the Work or the performance of the Contract.

40.21. After giving notice to the CONTRACTOR to measure up the Work of the CONTRACTOR and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another CONTRACTOR to complete the Work. The CONTRACTOR, whose Contract is determined as above, shall not be allowed to participate in the tendering process for the balance work including any new items needed to complete the Work. In the event of above courses being adopted by the OWNER, the CONTRACTOR shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the Work or the performance of the Contract. In case, action is taken under any of the provision aforesaid, the CONTRACTOR shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this Contract unless and until the PM/Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

40.22 In case, the Work cannot be started due to reasons not within the control of the CONTRACTOR within 1/8th of the stipulated time for completion of Work or one month whichever is higher, either party may close the contract by giving notice to the other party stating the reasons. In such eventuality, the Performance Guarantee of the CONTRACTOR shall be refunded.Neither party shall claim any compensation for such eventuality and shall not come under the purview of breach of the Contract by either Party.

ARTICLE - 41: FORCE MAJEURE

41.1 This article shall not effect or alter the rights and liabilities of the Parties which have already accrued by virtue of or in consequence to the obligations already performed.

DEFINITION OF FORCE MAJEURE

41.2 **"Force Majeure(FM)"** shall mean any event beyond the control of the OWNER or of the CONTRACTOR, as the case may be (but excluding 'Excepted Risks', which shall be dealt in accordance with the Contract and which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of Contract).

41.3 Notwithstanding the generality of the above, the following events shall be termed as "Force Majeure" events in respect of the Contract

(a) Terrorist acts,

(b) Confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any Government or de jure or de facto authority or ruler or any other act of failure to act of any local, state or national Government authority,

(c) National/sectoral embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, epidemics, quarantine and plague,

(d) Conditions beyond control of either Party like war (whether declared or not),(d) hostility, invasion, act of foreign enemies, acts of public enemy, civil war, rebellion revolution, insurrection, military or usurped power, acts of God such as earthquake, lightning, cyclone, cloud -burst, land-slides, unprecedented floods come under the legal concept of Force Majeure.

NOTICE OF FORCE MAJEURE

41.4 If either Party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within fourteen (14) days after the occurrence of such event.

41.5 The Party who has given such notice shall be excused from the performance or punctual performance is prevented, hindered or delayed.

41.6 Notwithstanding any other provision of the Article, Force Majeure shall not apply to any obligations of the OWNER to make payments to the CONTRACTOR herein.

DUTY TO MINIMIZE DELAY

41.7 The Party or Parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the Contract and to fulfil its or their obligations under the Contract, but without prejudice to either party's right to terminate the Contract under GCC Article 40.

CONSEQUENCE OF FORCE MAJEURE

41.8 If the CONTRACTOR is prevented from performing its obligations under the Contract by reason of Force Majeure of which notice has been given under GCC Article 4, and suffers delay by reason of such Force Majeure, the CONTRACTOR shall be entitled to an

extension of time for any such delay, if the Completion is or will be delayed, in accordance with GCC Article entitled “Extension of Time” for completion as excusable delay.

41.9 Delay or non-performance by either Party hereto caused by the occurrence of any event of Force Majeure shall not,

(a) constitute a default or breach of the Contract,

(b) give rise to any claim for damages or additional cost or expense occasioned thereby if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.

TERMINATION FOR REASONS DUE TO EXTENDED FORCE MAJEURE

41.10 If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than Ninety (90) days or an aggregate period of more than one hundred and eighty (180) days or any such extended period as may be agreed to between the parties on account of one or more events of Force Majeure during the currency of the Contract, the Parties will attempt to develop a mutually satisfactory and amicable solution, failing which either Party may terminate the Contract by giving a thirty (30) days’ notice to the other.

41.11 In the event of termination pursuant to GCC Article- 41.1, the rights and obligations of the OWNER and the CONTRACTOR shall be as specified hereunder:

(a) the CONTRACTOR shall be paid at Contract rates for the work already executed by him.

(b) The OWNER shall have an option to take over the CONTRACTOR’s facilities/materials or any part thereof brought to site by the CONTRACTOR’s facilities/materials or any part thereof brought to site by the CONTRACTOR, at such rates as are determined reasonable by the PM/Engineer-in-Charge.

41.12 All Force Majeure events/circumstances shall be authenticated with order or by concerned Authorities.

ARTICLE – 42: RESOLUTION OF DISPUTE

DISPUTES AND EXCEPTED MATTERS

42.1 All disputes and differences between the Parties hereto, as to the construction or operation of this Contract, or the respective rights and liabilities of the Parties on any matter in question; or any other account whatsoever, but excluding the Excepted Matters as per GCC Article 42.2, arising out of or in connection with the Contract, after aggrieved Party notifying the other Party of such matters; whether before or after the completion/ termination of the Contract, that cannot be resolved amicably between the OWNER and the CONTRACTOR, shall be hereinafter called the **“Dispute”**. The Dispute shall be resolved without recourse to courts through dispute resolution mechanisms detailed in the sequence as mentioned below, and the next mechanism shall not be invoked unless the earlier mechanism has been invoked or has failed to resolve it within the deadline mentioned therein.

(a) Dispute Resolution Board (Within 60 Days of Notice, to be extended by another 30 days, if agreed mutually)

(b) Adjudication (Within 60 Days of appointment of Adjudicator, to be extended by another 30 days, if agreed mutually)

(c) Conciliation (Within 60 Days of appointment of Conciliator, to be extended by another 30 days, if agreed mutually)
(d) Arbitration

42.2 **Excepted Matters**
Matters for which provision(s) has been made in the Contract shall be deemed as Excepted Matters (All matters mentioned as Final and binding on the CONTRACTOR and not disputable/ arbitrable), and decisions of the OWNER, thereon shall be final and binding on the CONTRACTOR. The Excepted Matters shall stand expressly non-disputable and excluded from this Article, including Arbitration.

Unless otherwise stipulated in the Contract, Excepted Matters shall include but not limited to:

(a) any controversies or claims brought by a Third-Party for bodily injury, death, property damage or any indirect or consequential loss arising out of or in any way related to the performance of this Contract (Third-Party Claim), including, but not limited to, a Party's right to seek contribution or indemnity from the other Party in respect of a Third-Party Claim.

(b) Issues related to the pre-award tender process or conditions

(c) Issues related to ambiguity in Contract terms shall not be taken up after a Contract has been signed.

(d) Provisions incorporated in the Contract, which are beyond the purview of The OWNER or are in pursuance of policies of Government, including but not limited to

(i) Provisions of restrictions regarding local content and purchase preference to Local suppliers in terms of Make in India policy of the Government

(ii) Provisions regarding restrictions on Entities from Countries having land-borders with India in terms of the Government's policies in this regard purchase preference policies regarding MSEs and Start-ups.

DISPUTE RESOLUTION BOARD (DRB)

42.3. Dispute Resolution Board shall comprise Chairman and Members as per the Contract. All dispute resolution matters shall be addressed by the OWNER/CONTRACTOR to the Chairman of the DRB with a copy endorsed to the other party.
42.4. The aggrieved party/ claimant shall give in first place a 'Notice of Dispute' indicating the Dispute and claims citing relevant Contractual provision to Director, DCW&E/ the Dispute Resolution Board as per the Contract and requesting for invoking the following dispute resolution mechanisms.

42.5. The claimant shall submit to the DRB with copies to the respondent his claims stating the facts supporting the claims along with all the relevant documents and the relief or remedy sought against each claim.
42.6. On receipt of such claims, the respondent shall submit its defence statement and counter claim(s) to the DRB.
42.7. No new claim shall be added during proceedings by either Party. However, a Party may amend or supplement the original claim or defence thereof during proceedings.
42.8. After going through statement of claims, counterclaims and defence, proceedings of DRB shall be completed within sixty (60) days of Notice, to be extended by another 30 days, if agreed mutually.

ADJUDICATION

42.9. After exhausting efforts to resolve the dispute, the aggrieved party/ claimant shall give a 'Notice of Adjudication' specifying the matters which are in question, or subject of dispute or difference indicating the relevant Contractual article, and also the amount of claim item-wise to the Director, DCW&Ethrough Accepting officer of the Contract, for invoking resolution of the dispute through adjudication. The Director, DCWE shall inform the name of the appointed Adjudicator to both the parties.

42.10. During adjudication, the Adjudicator shall give adequate opportunity to the aggrieved party/ claimant to present his case. Within 60 Days of appointment of Adjudicator, to be extended by another 30 days, if agreed mutually, the Adjudicator shall make and notify decisions in writing on all matters referred to him. The parties shall not initiate, during the adjudication proceedings, any Conciliation or Arbitral or Judicial proceedings in respect of a dispute that is the subject matter of the Adjudication proceedings. If not satisfied by the decision in Adjudication, or if the Adjudicator fails to notify his decision within the above mentioned time-frame, the aggrieved Party/ claimant may proceed to invoke the process of Conciliation.

CONCILIATION

42.11. Any Party may invoke Conciliation by submitting "Notice of Conciliation" to the Secretary DDR&D & Chairman DRDO through Accepting Officer of the Contract & Director, DCW&E. Within 30 days of receipt of "Notice of Conciliation", the Secretary DDR&D & Chairman DRDO shall notify a sole Conciliator if the other Party is agreeable to enter Conciliation.

42.12. If the Parties reach an agreement on a dispute settlement, within 60 days from the date of appointment of the Conciliator, to be extended by 30 days, if mutually agreed, they shall draw up a written settlement agreement duly signed by both the Parties and Conciliator. When both the Parties sign the settlement agreement, it shall be final and binding on the Parties. The dispute shall be treated as resolved on the date of such agreement.

42.13. The Parties shall not initiate, during the conciliation proceedings, any Arbitral or Judicial proceedings in respect of a dispute that is the subject matter of the Conciliation proceedings.

42.14. **Termination of Conciliation**
Disputes shall remain alive if the Conciliation is terminated as follows:

(i) By written declaration of the Conciliator, after consultation with both the Parties, to the effect that further efforts at Conciliation are no longer justified, on the date of such declaration; or

(ii)By a written declaration of any Party to the Conciliator to the effect that the Conciliation proceedings are terminated, on the date of such declaration; or If the Parties fail to reach an agreement on a settlement of the dispute, within 60 days (extendable by 30 days) of the appointment of Conciliator.

42.15. On termination of Conciliation, if the dispute is still alive, the aggrieved Party shall be free to invoke Arbitration.

ARBITRATION

42.16. If an amicable settlement is not forthcoming, recourse may be taken to the settlement of disputes through Arbitration as per the Arbitration and Conciliation Act 1996, and as amended for the time being in force.

42.17. **Arbitration Agreement**

42.17.1 This Arbitration Agreement relating to the Contract is made under the provisions of The Arbitration and Conciliation Act, 1996 amended 2015 and further amended from time to time and the rules there under (hereinafter called The Arbitration Act). This Agreement shall continue to survive termination, completion, or closure of the Contract.

42.17.2. Subject to aforesaid provisions, relevant articles of the Contract shall apply to the appointment of Arbitrators and Arbitration proceedings under this Agreement.

42.17.3. The Micro, Small and Medium Enterprises Development (MSMED) Act, 2006 (as amended) provides parties to a dispute (where one of the parties is a Micro or Small Enterprise) to be referred to Micro and Small Enterprises Facilitation Council if the dispute is regarding any amount due under Section 17 of the MSMED Act, 2006 (as amended). If a

Micro or Small Enterprise, being a Party to dispute, refers to the provisions in MSMED Act 2006 (as amended), these provisions shall prevail over this Agreement.

42.17.4. **Notice for Arbitration**

(a) Authority to appoint Arbitrator(s): For this Arbitration Agreement 'The Appointing Authority', to appoint the Arbitrator shall be the Secretary, DD (R&D) & Chairman DRDO or his authorized Officer.

(b) The aggrieved party/ claimant shall submit a **"Notice for Arbitration"** in writing to The Secretary DD (R&D) & Chairman, DRDO through Accepting Officer and Director, DCW&E and request that the dispute or difference be referred to Arbitration.

(c) The **"Notice for Arbitration"** shall specify the matters in question or subject of the dispute or difference indicating the relevant Contractual Article, as well as the amount of claim item-wise.

42.17.5. **Reference to Arbitration**

After appointing Arbitrator(s), the Appointing Authority shall refer the dispute to them. Only such dispute or difference shall be referred to Arbitration regarding which the demand/claim has been made, together with counter-claims or set off. Other matters as per GCC Article 42.2 shall be beyond the jurisdiction of Arbitrator(s).

42.17.6. **Appointment of Arbitrator**

(a) Qualification of Arbitrators:

(i) In the case of retired officers of DCWE, he shall have retired in the rank of CCE/ Scientist- 'F'/ Scientist- 'G' (or equivalent) and shall have retired at least 1 years prior and must not be over 75 years of age on the date of Notice for Arbitration.

(ii) He/ they shall not have had an opportunity to deal with the matters to which the Contract relates or who, in the course of his/ their duties as officers of the DCWE, expressed views on any or all of the matters under dispute or

differences. The proceedings of the Arbitral Tribunal award made by such Tribunal shall, however, not be invalid merely for the reason that one or more Arbitrators had in the course of his service, an opportunity to deal with the matters to which the Contract relates or who in the course of his/ their duties expressed views on all or any of the matters under dispute.

(iii) An Arbitrator may be appointed notwithstanding the total no. of Arbitration cases in which he has been appointed in the past.

(iv) Not be other than the person appointed by The Appointing Authority and that if for any reason that is not possible, the matter shall be dealt as per Arbitration and Conciliation Act, as amended.

(b) Replacement of Arbitrators**:** If one or more of the Arbitrators appointed as above refuses to act as Arbitrator, withdraws from his office as Arbitrator, or in the event of the Arbitrator dying, neglecting/ unable or unwilling or refusing to act for any reason, or his award being set aside by the court for any reason, or in the opinion of The Appointing Authority fails to act without undue delay, the Appointing Authority shall appoint new Arbitrator(s) to act in his/ their place in the same manner in which the earlier Arbitrator(s) had been appointed. Such a re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous Arbitrator(s).

(c) Appointment of Arbitrator:

(i) If the Contract amount is less than Rs.100 crores, the dispute may be referred for Adjudication by a sole Arbitrator. For this purpose, The Appointing Authority shall send to the claimant/ respondent, within 60 days from the day of receipt of a written and valid notice for Arbitration, a panel of at least four (4) names of retired officers, duly indicating their retirement dates. The claimant/ respondent shall be asked to nominate at least two names out of the panel for appointment as his nominee within 30 days from the dispatch date of the request by the Appointing Authority. The Appointing Authority shall appoint one out of them as the sole Arbitrator, mutually agreed by both the Parties, within 30 days from the receipt of the names of the claimant’s nominees.

(ii) If the Contract amount is Rs.100 crore or more, the dispute may be referred to an Arbitral Tribunal of three Arbitrators.For this purpose, The Appointing Authority shall send a panel of at least four (4) names of such Officer(s) empanelled to work as Arbitrators duly indicating their retirement date to the Claimant/ respondent within 60 days from the day when the Appointing Authority (through Director, DCW&E/Accepting Officers) receives valid demand for Arbitration.

The claimant/ respondent shall be asked to nominate at least 2 names out of the panel for appointment as his nominee within 30 days from the dispatch date of the request by The Appointing Authority. The Appointing Authority shall appoint one out of them as the claimant’s nominee and other as respondent’s nominee. The two appointed Arbitrators shall appoint the third Arbitrator who shall act as a Presiding Arbitrator, within 30 days from the receipt of the names of claimant/ respondent’s nominees.

(iii) If the CONTRACTOR does not suggest his nominees for the Arbitral Tribunal within the prescribed timeframe, the Appointing Authority shall proceed for appointment of the Arbitral Tribunal within 30 days of the expiry of such time provided to the CONTRACTOR.

42.17.7. Failure to appoint Arbitrators.

If the Appointing Authority fails to appoint an Arbitrator within 60 (sixty) days, then subject to the survival of this Arbitration Agreement, the Supreme Court of India or High Court shall designate the Arbitral institution for the appointment of Arbitrators. These Arbitral institutions must complete the selection process within thirty days of accepting the request for the Arbitrator's appointment.

42.17.8. **The Arbitral Procedure**: the procedure shall be as per the Arbitration and Conciliation Act, 1996 and amendment for the time being in force. Following steps shall be taken for the Arbitral procedure: -

(a) Effective Date of entering reference: The Arbitral Tribunal shall be deemed to have entered the reference on the date on which the Arbitrator(s) have received notice of their appointment. All subsequent time limits shall be counted from such date.

(b) Seat and Venue of Arbitration: The seat of Arbitration shall be the place from which the Letter of Award or the Contract is issued. The venue of Arbitration shall be the same as the seat of Arbitration.

(c) The claimant shall submit to the Arbitrator(s) with copies to the respondent, his claims stating the facts supporting the claims along with all the relevant documents and the relief or remedy sought against each claim.

(d) On receipt of such claims, the respondent shall submit its defence statement and counter claim(s).

(e) No new claim shall be added during proceedings by either Party. However, a Party may amend or supplement the original claim or defence thereof during Arbitration proceedings subject to acceptance by the Tribunal having due regard to the delay in making it.

(f) Award within 12 (twelve) months: The Arbitral Tribunal is statutorily bound to deliver an award within 12 (twelve) months from the date when the Arbitral Tribunal enters reference. The award can be delayed by a maximum of six months only under exceptional circumstances where all parties consent to such extension of time.

(g) Confidentiality: All the details and particulars of the Arbitration proceedings shall be kept confidential, except in certain situations like if the disclosure is necessary for the implementation or execution of the Arbitral Award.

(h) Obligation during pendency of Arbitration: Performance of the contract shall, unless otherwise directed by the OWNER, continue during the Arbitration proceedings, and no payment due or payable by the OWNER shall be withheld on account of such proceedings, provided; however, it shall be open for Arbitral Tribunal to consider and decide whether or not the performance of Contract or payment therein should continue during Arbitration proceedings.

42.17.9. **The Arbitral Award**

(a) In the case of the Tribunal comprising of three members, any ruling on award shall be made by a majority of members of the Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.

(b) The Arbitral Award shall state item-wise the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough so that the Award can be inferred from it.

(c) It is further a term of this Arbitration Agreement that where the Arbitral Award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.

(d) The Award of the Arbitrator shall be final and binding on the parties to this Contract.

(e) A Party may apply for corrections of any computational errors, typographical or clerical errors, or any other error of similar nature occurring in the Award or interpretation of a specific point of the Award to the Tribunal within 60 days of receipt of the Award.

(f) A Party may apply to the Tribunal within 60 days of receiving the Award to make an additional Award as to claims presented in the arbitral proceedings but omitted from the Arbitral Award.

(g) In cases where the OWNER has challenged an Arbitral Award and, as a result, the amount of the Arbitral Award has not been paid, 75% of the Arbitral Award shall be paid by the OWNER to the CONTRACTOR against an equal value of Bank Guarantee (BG). The BG shall only be for the said 75% of the Arbitral Award as above which may become payable to the OWNER should the subsequent Court order require refund of the said amount.

(h) The payment may be made into a designated **Escrow Account** with the stipulation that the proceeds will be used first, for payment of lenders' dues, second, for completion of the Work and then for completion of other Work(s0 of the same OWNER as mutually agreed/ decided. Any balance remaining in the Escrow Account subsequent to settlement of lenders' dues and completion of works of the OWNER may be allowed to be used by the CONTRACTOR with the prior approval of the lead Banker and the OWNER. If otherwise eligible and subject to Contractual provisions, Retention money and other amounts withheld may also be released against equal value of BG.

(j) No interest shall be payable on any Arbitral Award, whatsoever.

42.17.10. **Cost of Arbitration and fees of the Arbitrator(s)**

The concerned Parties shall bear the cost of Arbitration in terms of section 31 (A) of The Arbitration Act, as amended. The cost shall inter-alia include fees of the Arbitrator. Further, the fees payable to the Arbitrator shall be governed by instructions issued on the subject by the Government from time to time, in line with the Arbitration and Conciliation Act (as amended).

ARTICLE - 43: LIQUIDATION

43.1. In case the CONTRACTOR undergoes insolvency or receivership; neglects or defaults, or expresses inability or disinclination to honour his obligations relating to the performance

of the Contract or ethical standards or any other obligation that substantially affects the OWNER's rights and benefits under the Contract, it shall be treated as a 'Breach of Contract' and OWNER reserves the right of termination of the Contract as per GCC Article 40. Such defaults could include inter-alia:

(a) Insolvency: If the CONTRACTOR being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for the administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or

(b) Liquidation: if the CONTRACTOR is a company being wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture-holders to appoint a Receiver, Liquidator or Manager.

43.2. If the CONTRACTOR commences to be wound up, for the purpose of amalgamation or reconstruction, or carries on his business under a Receiver for the benefits of his creditor the OWNER shall be at liberty to:

a) Give such receiver the Liquidator or other person the option of carryout the performance under the Contract, subject to the Receiver, Liquidator or the person providing a guarantee up to an amount to agreed upon by the OWNER and such Receiver, Liquidator or other person for the due and faithful performance of the CONTRACTOR's obligations under this Contract, or

b) If the Receiver, Liquidator or other person fails within 30 (thirty) days to exercise any one option to carry out performance of the Contract then the OWNER may terminate the Contract and give notice in writing to the CONTRACTOR or to the Receiver, Liquidator or to any person in whom the Contract may have become vested.

ARTICLE – 44: EFFECTIVE DATE OF AGREEMENT

44.1. The Contract Agreement shall become effective from the date of issue of letter of intent by the OWNER or the effective date mentioned in the Contract whichever is later. The dates of completion of milestones and works shall be counted from such dates.

ARTICLE - 45: ANNEXURES TO THE CONTRACT

45.1. Following Annexure shall constitute an integral part of the Contract Agreement:

Annexure – I	:	Invitation to Tender,
Annexure – II	:	Scope of work
Annexure – III	:	Invetory of Installations
Annexure – IV	:	Essential Maintennace Tools and Accessories to be mainted by the Contractor
Annexure – V	:	Consumbles to be maintained by Contractor
Annexure – VI	:	Schedule of man Power
Annexure – VII	:	Bill of Quantites
Annexure – VIII		List of Approved Makes

45.2. If annexures other than as specified above as referred to elsewhere in the Contract, such Annexures shall also form an integral part of the Contract.

Article – 46: CODE OF INTEGRITY AND INTEGRITY PACT

CODE OF INTEGRITY

46.1. OWNER as well as Bidders/ CONTRACTORs should observe the highest standard of ethics and should not indulge in following prohibited practices, either directly or indirectly, at any stage during the Tender process or during the execution of resultant contracts:

(a) "Corrupt practice" - making offer, solicitation or acceptance of a bribe, reward or gift or any material benefit, in exchange for an unfair advantage in the Tender process or to otherwise influence the Tender process;

(b) "Fraudulent practice" - any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. Such practices include a false declaration or false information for participation in a Tender process or to secure a Contract or in the execution of the Contract;

(c) "Anti-competitive practice" - any collusion, bid-rigging or anti- competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the OWNER, that may impair the transparency, fairness, and the progress of the Tender process or to establish Bid prices at artificial, non-competitive levels;

(d) "Coercive practice" - harming or threatening to harm persons or their property to influence their participation in the Tender process or affect the execution of Contract;

(e) "Conflict of interest" –participation by a Bidding firm or any of its affiliates who are either involved in the Consultancy Contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if their personnel have a relationship or financial or business transactions with any official of the OWNER who are directly or indirectly related to tender or execution process of Contract; or improper use of information obtained by the (prospective) Bidder from the OWNER with an intent to gain unfair advantage in the Tender process or for personal gain;

(f) "Obstructive practice" - materially impede OWNER's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by coercive practices mentioned above, to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the OWNER's rights of audit or access to information;

46.2. **Obligations for Proactive Disclosures**

(a) OWNER, Bidders/ CONTRACTORs are obliged under this Code of Integrity to suo-moto proactively declare any conflict of interest (coming under the definition mentioned above pre-existing or as and as soon as these arise at any stage) in any Tender process or execution of the Contract. Failure to do so shall amount to a violation of this code of integrity.

(b) Bidder must declare, whether asked or not in a Bid-document, any previous transgressions of such code of integrity during the last three years under any egory of debarment by the central Government or by the Ministry/ Department of the Procuring Organisation from participation in Tender processes. Failure to do so shall amount to a violation of this code of integrity.

46.3. **Misdemeanours and Penalties**

The following shall be considered misdemeanours. If a Bidder/ CONTRACTOR commits any of the following, either directly or indirectly, at any stage during the Tender process or during the execution of resultant contract:

(a) violates the code of Integrity and the Integrity Pact included in the Tender/ Contract;
(b) any other misdemeanour, e.g., supply of substandard quality of material/ services/ work or non-performance or abandonment of Contract or failure to abide by the Declarations submitted.
(c) has been convicted of an offence or Under the Prevention of Corruption Act, 1988; or the Indian Penal Code or any other law for the time being in force for causing any loss of life or property or causing a threat to public health as part of the execution of a public procurement contract.
(d) is determined by the Government of India to have doubtful loyalty to the country or National Security consideration.
(e) employs a Government servant, who has been dismissed or removed on account of corruption or employs a non-official convicted for an offence involving corruption or abetment of such an offence, in a position where he could corrupt Government servants or employs a Government officer within one year of his retirement, who has had business dealings with him in an official capacity before retirement.

46.4. **Penalties for Misdemeanours**

Without prejudice to and in addition to the rights of the OWNER to other remedies as per the Contract, If the OWNER concludes that a (prospective) Bidder/ CONTRACTOR directly or through an Agent has committed a misdemeanour in competing for the Tender or in executing a Contract, the OWNER shall be entitled, and it shall be lawful on his part to take appropriate measures, including the following:

(a) if his bids are under consideration in any procurement of works: -

(i) Enforcement of Bid Securing Declaration in lieu of forfeiture or encashment of Bid Security.
(ii) Calling off of any pre-Contract negotiations, and;
(iii) Rejection and exclusion of Bidder from the Tender process after issue of Debarment Order.
(d) In case a debarred Bidder becomes L-1, the next eligible lowest Bidder shall be considered as L-1.

(b) if a Contract has already been awarded

(i) Termination of Contract for Default and availing all remedies prescribed thereunder;
(ii) Encashment and/ or Forfeiture of any Contractual Security or Bond relating to the procurement of the Work(s);
(iii) Recovery of payments including advance payments, if any, made by the OWNER along with interest thereon at the prevailing rate as per Contract.

46.5. **Remedies in addition to the above:** In addition to the above penalties, the OWNER shall be entitled, and it shall be lawful on his part to:

(a) File information against Bidder or any of its successors, with the Competition Commission of India for further processing, in case of anti-competitive practices;

(b) Initiate proceedings in a Court of law against Bidder or any of its successors, under the Prevention of Corruption Act, 1988 or the Indian Penal Code or any other law for transgression not addressable by other remedies listed in this GCC Article.

(c) Remove Bidder or any of its successors from the list of enlisted CONTRACTOR for a period not exceeding two years. CONTRACTOR removed from the list of enlisted CONTRACTOR or their related entities may be allowed to apply afresh for enlistment after the expiry of the period of removal.

(d) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

(e) Debar a Bidder/ CONTRACTOR/ Firm from participation in future Tenders without prejudice to OWNER's legal rights and remedies after giving reasonable opportunities/ notice to represent against such debarment. Debarment shall automatically extend to all the "Allied Firms" of the debarred Firm. However, debarment in any manner shall not impact any other Contractual or other legal rights of the OWNER. "Allied Firm" means all concerns which come within the effective influence of the Firm.

(f) The Ministry/ Department (or any of its CPSUs, attached offices, autonomous bodies) may debar a Bidder or any of its successors from participating in any Tender process undertaken by all its procuring entities for a period not exceeding two years commencing from the date of debarment for misdemeanours listed above.

ARTICLE – 47: LUMPSUM PROVISION IN TENDER

When the estimate on which a Tender is made includes lump sum in respect of parts of the work, the CONTRACTOR shall be entitled to payment in respect of the items of Work involved or the part of the Work in question at the same rates as are payable under this Contract for such items, or if the part of the Work in question is not, in the opinion of the PM/Engineer-in-Charge payable of measurement, the PM/Engineer-in-Charge may at his discretion pay the lump-sum amount as per the Contract rate, and such payment by PM/Engineer-in-Charge shall be final and conclusive against the CONTRACTOR with regard to any sum or sums payable to him under the provisions of the Contract.

ARTICLE – 48: CLOSURE OF CONTRACT

48.1. "**No Demand Certificate" and Release of Contract Securities:** The CONTRACTOR shall submit a "No Demand certificate" to the OWNER requesting the release of its Contractual securities, if any, after DLP. The OWNER shall release the Contractual securities without any interest if no outstanding obligation, asset, or payments are due from the CONTRACTOR. The CONTRACTOR shall not be entitled to make any claim whatsoever against the OWNER under or arising out of this Contract, nor shall the OWNER entertain or consider any such claim, if made by the CONTRACTOR, after he shall have

signed a “No Demand Certificate”, in favour of the OWNER. The CONTRACTOR shall be debarred from disputing the correctness of the items covered by the “No Demand Certificate” or demanding a clearance to Arbitration in respect thereof.

48.2. The Contract shall stand closed upon:

(a) Successful performance of all obligations by both Parties, including completion of DLP obligations as per Contract and final payment.
(b) Termination and settlements after that, if any, as per GCC Article 40.

48.3. **Completion of Contract**

48.3.1 The Contract is not to be treated as completed until a Final Acceptance Certificate (FAC) has been issued by the OWNER. There will be only one FAC. It will be issued when the CONTRACTOR has completed all his obligations under the Contract.

48.3.2 OWNER will ensure that there is nothing outstanding from the CONTRACTOR, and “No Demand Certificate” has been taken from the CONTRACTOR.

ARTICLE – 49: LIST OF MANUALS / STANDERD OPERATING PROCEDURE(SOP)

49.1. Following list of codes/manuals/ SoP(s) shall be referred to and enclosed as a part of Tender/ Contract:
(I) RDCE Contractor’s Labour Regulations
(II) RDCE Safety Code

49.2. Any other SOP on security, secrecy and working in restricted area shall be as per other terms and conditions of the Contract.

ARTICLE - 50: RISK DISTRIBUTION

OWNER’S AND CONTRACTOR’S RISKS AND INSURANCE

50.1. The OWNER carries risks which this Contract states as OWNER’s risks, and the CONTRACTOR carries risks which this Contract states as CONTRACTOR’s risks, under this article.

50.2. Irrespective of the OWNER’s Risks or CONTRACTOR’s Risks the CONTRACTOR shall execute the Work(s) as per the Contract and as directed by the OWNER.

OWNER’S RISK: 50.3. “Excepted Risk” are risks over which the CONTRACTOR has no control. If the OWNER examines and finds that such events,mentioned below, are not caused by the CONTRACTOR, then the OWNER may accept these risks as such.
50.3.1. The ‘Excepted Risks’ are

(a) In so far as they occur in the Union of India and directly affect the execution of the Works:

(i) Riot (other than those on account of CONTRACTOR's employees), commotion or disorder, sabotage, lockout unless solely restricted to employees of the CONTRACTOR or of his Sub-contractors and arising from the conduct of Work(s);

(ii) Ionising radiations, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive, toxic, explosive, or other hazardous properties of any explosive, nuclear assembly or nuclear component;

(iii) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed;
(iv) Any acts of Government, damages from aircraft, serious loss or damage by fire and/or explosions
(v) The causes solely due to use or occupation by the OWNER of the part of the Work(s) in respect of which a certificate of completion has been issued.

(b) A cause due to the design of the Work(s), other than the CONTRACTOR's design.

50.3.2. In the event of any loss or damage to the Work or any part thereof and/or to any materials or articles at the Site from out of any occurrence of Excepted Risks, the following provisions shall have effect:

(a) 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 the Work(s) as shall have been damaged, take the same to the place identified by the OWNER.

(b) The CONTRACTOR shall, as may be directed in writing by the PM/ Engineer-in- Charge, proceed to rectify, repair, reconstruct or replace the damaged articles, materials and the Work(s) under and in accordance with the Conditions of the Contract.

(c) If the CONTRACTOR is prevented from performing its obligations under the Contract by reason of Excepted Risks of which notice has been given under GCC

Article 4, and suffers delay by reason of such Excepted Risks, the CONTRACTOR shall be entitled to an extension of time for any such delay, if the completion is or will be delayed.

50.3.3. The CONTRACTOR shall not be entitled to payment under the above provisions 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 or not taking precautions to prevent loss or damage or minimise the amount of such loss or damage.

CONTRACTOR'S RISKS

50.4. All risks of loss of or damage to the physical property and of personal injury and death, which arise during and in consequence of the performance of the Contract, other than those covered under the Excepted Risks, will be the liability of the CONTRACTOR, except as otherwise provided in the Contract.

50.5. From commencement to completion of the Work, the CONTRACTOR shall take full responsibility for the care thereof and for taking precautions to prevent loss or damage and to minimise loss or damage to the greatest extent possible and shall be liable for any damage or loss that may happen to the Work or any part thereof from any cause whatsoever (save and except due to Excepted Risks) and shall at his own cost repair and make good the same so that at completion the Works shall be in good order and condition and in conformity in every respect with the requirements of the Contract and instructions of the PM/Engineer-in-Charge.

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

ARTICLE - 51: COMPLIANCE TO CARRIAGE BY ROAD RULES

51.1. All T&P and Materials required for the Work(s), whether bought by CONTRACTOR or issued by the OWNER, if required to be transported by Road, must necessarily be transported through a registered common carrier as per Carriage by Road Rules 2011 of Government of India (as amended).

ARTICLE - 52: LIMITATION OF LIABILITY

52.1. Except in cases of criminal negligence or wilful misconduct:

(a) Neither Party shall be liable to the other Party, whether in Contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, which may be suffered by the other Party in connection with the Contract, provided that this exclusion shall not apply to any obligation of the CONTRACTOR to pay liquidated damages to the OWNER.

(b) The aggregate liability of the CONTRACTOR to the OWNER, whether under the Contract, in tort or otherwise, shall not exceed the total Contract price, provided that this limitation shall not apply to any obligation of the CONTRACTOR to indemnify the OWNER.

(c) The aggregate liability of the OWNER to the CONTRACTOR, whether under the Contract, in tort or otherwise, at any point of time during the execution/performance of the Contract, shall not exceed the total Contract price less payments already released to the CONTRACTOR.

ARTICLE-53: AMENDMENTS

53.1 No provision of this Contract shall be changed or modified in any way, including this article, either in whole or in part except by an instrument in writing made after the effective date of agreement and signed by both the Parties with expression to amend the Contract.

ANNEXURE 'A'

RDCE
CONTRACTOR'S LABOUR REGULATIONS

DIRECTORATE OF CIVIL WORKS AND ESTATES (DCW&E) 2023

CONTRACTOR'S LABOUR REGULATIONS

1. During the entire period of Contract, the CONTRACTOR and his Sub-contractors shall, at all times abide by all existing and as amended from time to time labour codes, 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. An illustrative list of

acts, notifications, rules etc. in connection with the labour wherever applicable is provided in Clause No.1.1 below**.** This list is not in any way exhaustive and shall not absolve the CONTRACTOR from any of his liabilities or responsibilities in compliance with any other laws/regulations/notifications etc. as applicable during Contract period.

1.1. **Acts/ Statutes/codes related to Human Resources**:

(a) Building and other construction workers act, 1996 (BOCWA).
(b) Building and other construction workers Central Rules, 1998 (BOCWR) as adopted by various state Govt.
(c) (i) Factories Act. 1948, (within as existing Lab/Estts premises registered under applicable Factory/Industrial act).
(ii) Factories rules as adopted by state governments.
(d) EPF & Miscellaneous Provisions (MP) Act, 1952;
(e) Building & Other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996;
(f) ESI Act, 1948;
(g) Minimum Wages Act, 1948 and Minimum Wages (Central) Rules, 1950;
(h) Payment of Wages Act, 1936;
(j) Payment of Bonus Act, 1965;
(k) Payment of Gratuity Act, 1972;
(l) Workmen's Compensation Act, 1923;
(m) Industrial Disputes Act, 1947;
(n) Maternity Benefit Act, 1961;
(o) Inter-State Migrant Workmen (Regulation of Employment & Conditions of Service) Act, 1979;
(p) Fatal Accidents Act, 1855
(q) Model Welfare Schemes by Ministry of Labour & Employment, Central Govt.
(r) Unorganised Works Social Security Act-2008.
(s) The Personal Injury Act-1963.
(t) Workmen's Compensation Occupational Rule-1964.
(u) Part-III (Article 12-35) benchmark for labour law of Constitution of India.
(v) Code on Wages, 2019.
(w) Industrial Relations code, 2020.
(x) Occupational Safety, Health and Working conditions code, 2020.
(y) Equal Remuneration Act, 1976.
(z) Contract Labour Act, 1970.
(aa) Contract Labour (Regulation and abolition) Central Rules, 1971.
(ab) Bonded Labour System (Abolition) Act, 1976.
(ac) The Child Labour (Provisions & Regulations) Act, 1986.
(ad) Sexual Harassment at Works Place Act 2013
(ae) Employees State Insurance Act 1948.
(af) Employers Liability Act 1938.
(ag) Building and other construction workers welfare cess act, 1996;

(ah) The code on wages, 2019 and Code on wages (Central advisory board) rules, 2021;
(aj) The code on social security, 2020

The laws, acts, rules, codes and regulations mentioned at Clause No. 1.1 shall be deemed to be a part of this Contract and any breach thereof shall be deemed to be a breach of this Contract.

2. **Independent CONTRACTOR**

The Contractor's status shall be that of an independent CONTRACTOR and Primary Employer of staff and workman deployed during the Contract by him or his Sub-contractors or other associates. The CONTRACTOR, its employees, and Sub-contractors performing under this Contract are not employees of the OWNER or Central Government, simply by services delivered under the Contract.

3. The CONTRACTOR shall obtain a valid licence under the applicable labour acts, codes and the rules as modified from time-to-time before the commencement of the Contract and continue to have a valid licence until the completion of Contract. Any failure to fulfil this requirement, the OWNER shall treat it as a breach of Contract for default as per the Contract and avail any or all remedies thereunder. It is specifically agreed that the CONTRACTOR and his Sub-Contractors shall obtain all the necessary registration, licenses, permits, authorizations etc. required under various enactments/ regulations enforced from time to time, specifically registration as employer under Provident Fund Act and Contract Labour Regulation & Abolition Act, and the OWNER shall not be liable for any violation by the Contractor in this regard.

4. In respect of all labour directly or indirectly employed for the performance of the Contract, the CONTRACTOR shall comply with or cause to comply with the provisions of the aforesaid labour codes and the rules wherever applicable. The CONTRACTOR shall be solely responsible for submitting all the necessary returns under these codes and the rules. Nevertheless, the CONTRACTOR shall submit returns after each payment made by the OWNER or as directed by PM/Engineer-in-Charge to confirm compliance with such codes and rules. Failure to do so shall entitle OWNER to take any measure to ensure compliance to such codes and rules by the CONTRACTOR and his associates, including, but not limited to, withholding CONTRACTOR’s subsequent on-account bills.

5. **Payment of Wages**

5.1 The CONTRACTOR shall pay the wages as per the applicable codes, rules and regulation on wages to their workers not below the rate of minimum wages, as notified by the State Government or Central Government, whichever is higher. Failure to do so shall entail OWNER taking up any measure to ensure the payment of wages including, but not limited to, withholding/making recovery from CONTRACTOR’s on-account bills. The decision of the OWNER regarding the amount actually recoverable from the CONTRACTOR shall be final and binding on the CONTRACTOR.

5.2 The CONTRACTOR shall, notwithstanding the provisions of any Contract to the contrary, ensure payment of fair wages to labour directly or indirectly engaged on the Work, including any labour engaged by his Sub-contractors in connection with the said Work, as if the labour had been immediately employed by him.

5.3 Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the CONTRACTOR to the workmen/labour directly without the intervention of Agent/Agency and that any Agent/Agency shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.

5.4 (a) The CONTRACTOR shall fix wage periods, not exceeding one month, in respect of which wages shall be payable.

(b) The wages of every person employed as contract labour in an establishment or by the CONTRACTOR where less than one thousand such persons are employed shall be paid before the expiry of seventh day and in other cases before the expiry of

tenth day after the last day of the wage period in respect of which the wages are payable.

(c) **Display of Notice Regarding Wages etc.**

The CONTRACTOR shall, before he commences his work on Contract, display and correctly maintain and continue to display and correctly maintain in a clear and legible condition in conspicuous places on the Work, notices in English and in the local Indian languages spoken by the majority of the workers giving the minimum rates of wages fixed under Minimum Wages Act, the actual wages being paid, the hours of work for which such wage are earned, wages periods, dates of payments of wages and other relevant information and a copy of the same may be sent by the CONTRACTOR to the PM/Engineer-in-Charge.

5.5. **Minimum Wages Act**

The CONTRACTOR shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, amended from time to time and rules framed there under and other labour laws affecting contract labour that may be brought into force from time to time.

6. The obligation of Contractor is to ensure awareness of labour acts, codes & rules tall their labour/workers/employees and compliance to be included in his return submitted to the OWNER.

7. **Sub-contractors**

7.1 The Contractor and his Sub-contractor shall indemnify the OWNER, from any action taken against the OWNER by any Competent Authority in connection with the enforcement of the applicable laws, regulations, notifications, on account of contravention of any of the provision therein, including amendments thereto.

7.2 The CONTRACTOR shall indemnify and keep indemnified the OWNER against payments to be made under and for the observance of the laws mentioned at Clause No.1.1 and the RDCE Contractor's Labour Regulations without prejudice to his right to claim indemnity from his Sub-contractors.

8. If the OWNER, is held liable as ‘PRINCIPAL EMPLOYER’ or otherwise to incur any expenditure or to make any contributions under any legislation of the Government or Court’s decision, in respect of the employees of the Contractor or his Sub-contractors, then the OWNER shall be entitled to recover such amount from the CONTRACTOR, or otherwise take any measure(s) to recover the same.

9 **Accident or Injury to Workmen**

9.1 The CONTRACTOR shall be solely liable for any accident or injury to any of the personnel engaged by him or by his Sub-contractors in connection with the Contract work.

9.2 The CONTRACTOR or his Sub-contractor shall forthwith report to the OWNER all cases of accidents to any of their personnel / workmen and shall make every arrangement to render all possible assistance and aid to the victim of the accident.

10. **Recovery of Compensation paid to Workmen**

In every case in which by virtue of the provisions in the Workmen's Compensation Act. 1923, Government is obliged to pay compensation to a workman employed by the

CONTRACTOR, in execution of the Work(s),the OWNER will recover from the CONTRACTOR, the amount of the compensation so paid and without prejudice to the rights of the OWNER under the said Act, OWNER shall be at liberty to recover such amount or any part thereof by deducting it from the Security Deposit or from any sum due to the CONTRACTOR.

12. **HealthandSanitaryarrangements**

In respect of all labour directly or indirectly employed in the Work(s) for the performance of the Contract, the CONTRACTOR shall comply with or cause to be complied with acts, codes and rules as mentioned in Clause No 1.1 and the rules framed by Government time to time for the protection of health and sanitary arrangements for workers employed by the CONTRACTORS and their Sub-contractors.

13. **Maternity Leave and pay**

In respect of all female labour directly or indirectly employed in the works for the performance of the Contract, the CONTRACTOR shall comply with or cause to be complied with acts, codes and rules as mentioned in Clause No 1.1 and the rules framed by Government time to time for maternity leave and payment towards delivery-leave, mis-carriage leave etc.

14. If it appears to the PM/Engineer-in-Charge that the CONTRACTOR and it's Sub-contractors is/are not properly observing and complying with the provisions of the RDCE Contractor's Labour Regulations and referred laws, acts, rules therein, the PM/Engineer-in-Charge shall have right to give notice in writing to the CONTRACTOR requiring that the said rules be complied with and the payments/compensation and all amenities prescribed therein be provided to the work-people within a reasonable time.

15. The CONTRACTOR shall provide, at his cost, to all staff and workmen directly orindirectly employed on the Work(s) all amenities such as living accommodation, sanitation facilities, water supply, drainage, health services, sewage disposal for securing proper working and living conditions at the Site and at the labour camp. The CONTRACTOR shall also provide medical facilities at the site as per BOCW Act, 1996 and BOCW Central Rules, 1998.

16. **Contribution of EPF and ESI**

The ESI and EPF contributions in respect of the Contract shall be paid by the CONTRACTOR as an employer. The CONTRACTOR shall submit documentary proof of such payments provided to the OWNER as per Contract condition.

17. The CONTRACTOR shall give all notices and pay all fees and taxes required to be given or paid under any Central or State Statues Ordinance or other laws or any regulations or Bye-laws of any local or other constituted authority in relation to the Contract Work.

18. The CONTRACTOR shall ensure that no child labour is employed or permitted to work in any activity covered under the Contract Agreement.

19. **Labour Records**

The CONTRACTOR shall maintain all Registers required under the Contract as per the applicable acts/ rules/ regulations as mentioned in clause 1.1.

All labour records shall be preserved in original for a period of three years from the date of last entries made in them and shall be made available for inspection by the

PM/Engineer-in-Charge or Labour Officer or any other officers authorised by the OWNER in this behalf.

20. The report comprising of investigation or enquiry of visiting Labour Officer (Central) or other persons authorised shall be submitted by the CONTRACTOR to the PM/ Engineer-in-Charge. If the said report states that any default has been made, then necessary deductions from the CONTRACTOR's bill shall be made by the OWNER and the wages and other dues shall be paid to the labourers concerned.

21. **Prohibition Regarding Representation Through Lawyer**

(a) A workman shall be entitled to be represented in any investigation or enquiry under these regulations.

(b) The CONTRACTOR or his representative shall be entitled to be represented in any investigation or enquiry under these regulations.

(c) No party shall be entitled to be represented by a legal practitioner in any investigation or enquiry under these regulations.

22. **Inspection of Book & Slips**

The CONTRACTOR shall allow inspection of all the prescribed labour records to any of his workers at a convenient time and place after due notice is received or to the Labour Officer or any other person, authorised by the Central Government or his representative.

ANNEXURE- 'B'

RDCE
SAFETY CODE

DIRECTORATE OF CIVIL WORKS AND ESTATES (DCW&E)
2023

1. **Responsibilities of CONTRACTORS for implementation of safety rules:**

1.1. The Safety Rules for Construction & Erection as outlined hereunder, while setting out a broad parameter of safety norms, are not exhaustive. The CONTRACTOR and his Agencies are advised to refer to safety rules in the following statutory provisions as amended from time to time for details and strict compliance therewith.

(a) Building and Other Construction Workers (regulation of employment and conditions of service) Act, 1996 (briefly referred to as BOCW Act),

(b) Building and other construction workers (regulation of employment and conditions of service) Central Rules, 1998 (briefly referred to as BOCW Rules) as adopted by the various State Governments,

(c) Factories Act, 1948, (Applicable to construction work and safety measures at the site in Lab/Estts register under the factory act as per Contract.

(d) Factories Rules, as adopted by the various State Governments

The CONTRACTOR is also required to ensure compliance with all the relevant Acts/Rules in addition to above. Reference list of IS Codes is enclosed at APPENDIX 'A'.

1.2. It shall be incumbent on the CONTRACTOR to ensure that the requirements of safety, statutory or otherwise specified, are fully met. Thus the onus of implementation of the norms so prescribed shall rest with the CONTRACTOR concerned or, on his behalf, his Sub-contractor or any other Agency deployed by him, indemnifying OWNER from all the liabilities that may arise out of any failure to comply with the above mentioned Acts/Rules or any contravention thereof by the CONTRACTOR or any other Sub-contractor on his behalf.

1.3. It shall also be the responsibility of the CONTRACTOR to provide amenities and safety requirements on each construction job in order to reduce or to eliminate hazards of construction activities and also to provide necessary first aid facilities as well as Ambulance van (in case of major project works) for prompt transportation of injured persons to a physician or hospital.

2. **Safety Manual and Safety policy**

2.1. The Safety policy of the CONTRACTOR should reflect the commitment towards safety and health of the workers specified for the particular site.

2.2. The Safety Manual including safety policy and Safety Management Programme duly signed by the CONTRACTOR or his authorized representative shall be submitted to the concerned PM/Engineer-in-Charge before start of their project activities at site.

2.3 Each CONTRACTOR shall have facilities for conducting the safety management programme, commensurate with magnitude of the work under the Contract.

SAFETY MANAGEMENT PROGRAMME

3. **Appointment of Safety Officer/Safety Supervisor**

3.1. The CONTRACTOR shall provide a sufficient number of qualified, suitable and experienced persons to manage all safety related matter on Sites. Irrespective of manpower employed by the CONTRACTOR or his Sub-contractor whether temporary, casual, regular or permanent or on contract, the CONTRACTOR shall deploy/ nominate a Safety

Officer/Executive, responsible for carrying out the safety management programme, before start of the Work.

3.2. **Meeting for safety after award of the Contract**
Representatives of CONTRACTOR along with Safety Officer/Executive shall meet PM/Engineer-in-Charge of the particular activity prior to start of construction activities for the purpose of discussing safety standards and requirements applicable to the works under Contract.

3.3. **Personal Protective Equipment (PPE)**
3.3.1 The CONTRACTOR should ensure sufficient inventory of Personal Protective Equipment prior to initial mobilization as specified in the Contract. After identifying the need of the required PPEs for various activities performed at the site, an additional inventory of approx. 20% of required PPEs should be maintained during the execution of the work. A PPE plan shall be prepared which gives fair idea regarding issue of PPEs to various personnel as per the following 'PPE Selection Matrix'.
PPE Selection Matrix (apart from mandatory PPEs, i.e., Safety Helmet & Safety Shoes)

Activity	Type of Protection						Remarks, if any
	Hand	Eye	Ear	Body	Respiratory	Others	
Gas Welding & Cutting	LG	WG	-	LA	*SCBA/OLBA	-	* for confined space
Electric Arc Welding	LG	HMWS	-	LA	*SCBA/OLBA	-	* for confined space
Rigging	CG	SG	-				--
Working at Height	-	SG	-	DLFBH	-	*FAS	*for vertical columns
Grinding & Chipping	CG	FS/SG	-	LA	-	-	--
Working in High Noise	-	-	EP/EM	-	-	-	--
Handling of cement concrete	RG	SG	-	-	DM	-	
Blasting	CG	SG	EP*	-	-	-	*at noise area
Excavation	CG	SG	-	-	DM	-	*Gum boot in place of Safety shoe for foot
Chemical	PVCG	CSG	-	PVCA	-	-	*Full body

Handling							rubber suit with hood
Electrical and C&I	ERG*	SG	-	-	-	-	*For high voltages
Sand/Shot blasting	CG	-	EP/EM	CA	SAMH	-	

ABBREVIATIONS: FS: Face Shield, CSG: Chemical splash goggles, HMWS: Helmet mounted welder's shield, GB: gum boot, DLFBH: Double lanyard full body harness, SG: Safety goggles, DM: Dust mask, SAMH L Supplied air mask/hood, EP/EM: Ear plug/Ear Muff, CG: Cotton hand gloves, LG: Leather hand gloves, LA: Leather apron, RG: Rubber gloves, PVCG: PVC Gloves, PVCA: PVC Apron, SCBA: Self-contained breathing apparatus, WG: Welding goggles, ERG: Electrical Rubber Gloves. OLBA: Online breathing apparatus

3.3.2. **Mandatory PPEs**: Wearing of safety helmet, safety shoes and reflective jacket is mandatory for all works at site and it should be ensured that all employees and project visiting personnel shall invariably wear safety helmet, safety shoes & reflective jacket.

3.3.3. The above-mentioned PPEs should be made available with CONTRACTOR at site and issued to the concerned workers on the day of employment. All PPEs shall comply with ISI standards with valid test certificates.

3.3.4. At least two breathing apparatus sets (complying requirement as per IS: 10245) shall be provided at each site where excavation/tunnelling works and Welding/ Cutting operations in confined areas are being carried out, to rescue the victims under exposure to harmful gases/vapours, if any.

3.4. **Safety Committee**

3.4.1. Safety Committee shall be formed within CONTRACTOR’s setup comprising of worker representatives with equal no. of management representatives as per the provisions of BOCW Act/rules. This Committee shall meet at least once in every month. The Safety Officer of the CONTRACTOR shall coordinate these meetings. OWNER’s nominated Safety Officer shall be special invitee for Safety Committee meetings. The Safety Committee functioning shall be in line with the provisions of BOCW Act/Rules.

3.4.2. Apart from the above,the CONTRACTOR shall organize safety meetings every day before start of day’s work to educate & motivate the workers about the necessity of safety. Case study of accident/ incident can be shared in these meetings.

3.4.3. The CONTRACTOR shall also regularly organize safety meetings for all job supervisors/foremen with participation of the OWNER’s representative.

3.5. **Safety message propagation**

3.5.1. CONTRACTOR shall arrange for display of safety hoardings depicting suitable safety cartoons/messages/ cautionary notices at appropriate places of project site to remind the workers to perform their duties safely.

3.5.2. Apart from safety hoardings,the CONTRACTOR shall maintain a safety bulletin board at all their work locations. Such safety bulletin boards should depict the activities being planned for the day, good practices, permit details etc.

3.5.3. Safety suggestion boxes shall be kept at each CONTRACTOR’s office at site for obtaining safety suggestions from the workers. Best suggestions should be implemented and may be rewarded suitably to encourage the workers for safety.

3.6. **Competency of employees/workers**

3.6.1. Throughout the course of the Contract, persons employed by the CONTRACTOR shall be physically fit, qualified/experienced to perform their assigned duties/ jobs.

3.6.2. Employees shall not, knowingly be permitted to work in a manner that their ability or alertness is so impaired because of fatigue, illness or any other reason, that it may expose them and or others to injury.

3.6.3. The vehicle operator shall have a valid license as per requirements of Motor Vehicle Act.

3.6.4.The CONTRACTOR shall comply with all applicable state/central laws and codes related to employment of operators for hoist, shovel,crane, tractor,bull-dosser, any other howling heavy equipment/vehicle.

3.7. **Safety induction and training**

3.7.1The CONTRACTOR shall adhere to the requirements of imparting Safety training as per BOCW Act/Rules.

3.7.2The CONTRACTOR shall maintain written record of Safety training imparted to its employees/ workmen. These records shall be available for review of PM/Engineer-in-charge.

3.8 Drinking of alcoholic beverages is strictly prohibited. Employees/Workman under the influence of any intoxicants, even to the slightest degree, shall not be permitted to remain at work. Each CONTRACTOR should maintain 'breath analyzer' to determine the intoxicated workers at site.

3.9. **Safety audit**

3.9.1. Internal Safety Audit once in every six months, or as decided by the PM/Engineer-in-Charge, shall be conducted by the CONTRACTOR, with prior intimation to PM/Engineer-in-Charge. The audit report along with time bound action plan shall be submitted to the PM/Engineer-in-Charge.

3.9.2. Apart from above, **Electrical Safety Audit** shall be conducted quarterly by a team comprising of Electrical engineer and Safety representative of the CONTRACTOR and OWNER's Electrical representative covering the following: -

(a) Electrical incidents, investigation findings and remedial measures implemented.
(b) Adequacy of power supply requirements
(c) Power distribution system in place
(d) Updated electrical single line diagram including the IP44 DBs arrangement.
(e) Electrical protection devices – ELCBs, Overhead Line (O/L) protections etc.
(f) Earth or ground connection and earth pit maintenance details
(g) Education and training of electrical personnel undertaken
(h) Any other point appropriate to the work and site conditions.

The Electrical safety audit report shall be submitted by the CONTRACTOR to the PM/Engineer-in-Charge.

3.10. **Reporting and investigation of accidents and dangerous occurrences**

3.10.1. Reporting of accidents: Notice of any accident to a worker at the building or construction site that

(a) Causes loss of life; or

(b) Disables a worker from working for a period of 48 hours or more immediately following the accident;

shall forthwith be sent by Telephone, Fax, Email or similar other means including special Messenger within four hours in case of fatal accidents and 72 hours in case of other accidents, besides the PM/Engineer-in-Charge, to the OWNER.

3.10.2. Where any accident causing disablement that subsequently results in death, notice thereof in writing of such death, shall be sent to the OWNER and all concerned authorities within 72 hours of such death.

3.10.3. In case of an accident causing minor injury, first-aid shall be administered and that resulting in disability of 48 hours or more, the injured worker shall be given first-aid and immediately transferred to a Hospital or other place for medical treatment.

3.10.4. All near-miss accidents shall be reported to the PM/Engineer-in-Charge, giving brief of accident.

3.10.5. **Reporting of dangerous occurrences**
The following classes of dangerous occurrences shall be reported to the PM/Engineer-in-Charge whether or not any disablement or death caused to the worker, namely:

(a) Collapse or failure of lifting appliances, or hoist, or conveyors, or similar equipment for handling of building or construction material or breakage or failure of rope, chain or loose gears; or overturning of cranes used in construction work;
(b) Falling of objects from height;
(c) Collapse or subsidence of soil, any wall, floor, gallery, roof or any other part of any structure, platform, staging, scaffolding or means of access including formwork;
(d) Collapse due to excavation, collapse of transmission;
(e) Explosion of receiver or vessel used for storage of any gases or any liquid or solid used as building material;
(f) Fire and explosion causing damage to any place on construction site where building workers are employed;
(g) Spillage or leakage of any hazardous substance and damage to their container;
(h) Collapse, capsizing, toppling or collision of transport equipment;
(i) Leakage or release of harmful toxic gases at the construction site;
(j) In case of failure of a lifting appliance, loose gear, hoist or building and other construction work, machinery and transport equipment at a construction site, such appliances, gear, hoist, machinery or equipment and the site of such occurrence shall, as far as practicable, be kept undisturbed until inspected by the OWNER & Authorities;

3.10.6. Every notice given for fatal accidents shall be followed by a written report to the concerned Statutory Authorities and the PM/Engineer-in-Charge.

3.10.7. Incident / injury statistics shall be maintained by the CONTRACTOR cause wise.
3.10.8. **Investigation of accidents and dangerous occurrences**: Besides reporting, it shall be the responsibility of the CONTRACTOR to constitute a team (members as per the gravity of the incident) of responsible person to thoroughly investigate all incidents involving near-miss accidents, lost-time and reportable accidents and dangerous occurrences with a view to find out the causative factor, taking remedial measures and fixing responsibility, and make a copy of the investigation report along with action-plan, specifying a definite time-frame for implementation of the findings, available to the PM/Engineer-in-Charge forthwith.

3.11. **MEDICAL AND FIRST AID AMENITIES:**

3.11.1 It is the responsibility of CONTRACTOR to ensure the availability of following suitable arrangements at their Work site for rendering prompt and efficient First Aid to injured persons: -

(a) Arrange one trained and certified first aid medical professional in each shift.

(b) Ambulance with proper equipment for prompt transportation of the injured persons to a physician or a hospital shall be provided before start of the Work in cases where 500 or more than 500 workers are employed. For smaller Contracts, where less than 500 workers are employed, the CONTRACTOR shall have a tie-up with suitable Agency for providing Ambulance with proper equipment for prompt transportation of the injured persons to a physician or a hospital in case of an Accident / Emergency. Further, the CONTRACTOR shall submit a proof of he same to the PM/Engineer-in-Charge.

(c) Deploy one full time construction Medical Officer (qualification as per Schedule XI of BOCW Central Rules -1998) for cases where 500 or more workers are employed (up to one thousand workers) and one additional construction Medical Officer for additional one thousand workers or part thereof. For smaller contracts, where less than 500 workers are employed, the CONTRACTOR shall have a tie-up with suitable Hospital / Nursing home in the vicinity of the Project/Site where Work is being executed, for providing adequate medical treatment by qualified Medical Officers and nursing staff, as and when required. Further, the CONTRACTOR shall submit a proof of the same to PM/Engineer-in-Charge. Notwithstanding anything stated above,the CONTRACTOR shall strictly comply with the requirements of relevant BOCW Act/ BOCW Rules/ Factory Act/Factory Rules/ any other statutory Act/Rules/Law with regards to providing suitable medical facilities to the workers.

In case, the CONTRACTOR fails to employ the required construction Medical Officer along with additional staff, the same shall be treated as one of the condition of breach of Contract.

(d) The Telephone nos. of Medical Officer, Hospital(s) or Ambulance shall also be conspicuously displayed at each work site.

(e) First-aid kits as approved by Medical Officer shall be provided at accessible points in the ratio of at least one kit for every 50 employees/ workmen.

3.11.2. **Health Management** The Site Representative of the CONTRACTOR shall implement health examinations for employees/ workmen periodically.

3.12. T**esting & examination of lifting, tools, tackles, pressure vessels and other equipment**

3.12.1 All the lifting equipment, tools, tackles, pressure vessels etc. shall be tested & examined as per BOCW or Factories Act and rules made there under.

3.12.2 The records & certificates of such testing & examination shall be maintained and readily available for reference to Statutory Authorities/PM/Engineer-in-Charge.

3.12.3 Proper colour coding system should be maintained and marking should be done accordingly on all lifting tackles.

3.12.4 Regular testing of ELCBs and RCCBs by competent Electrician must be ensured by Contractors and record should be maintained.

3.13. **Emergency Management Plan**

3.13.1 The CONTRACTOR shall ensure that an Emergency Management Plan is prepared to deal with emergencies arising out of:

a. Fire and explosion;
b. Collapse of lifting appliances and transport equipment;
c. Collapse of building, sheds or structure, tunnels during excavation, chimney formation/ sky lighting or otherwise etc.;
d. Gas leakage or spillage of dangerous goods or chemicals;
e. Drowning of workers, sinking vessels, and
f. Landslides getting workers buried; floods, storms and other natural calamities.

3.13.2. While arrangements shall be made for emergency medical treatment and evacuation of the victims in the event of an accident or dangerous incident occurring, the chain of command and the responsible persons of the CONTRACTOR with their telephone numbers and addresses for quick communication shall be adequately publicized and conspicuously displayed in the workplace at all times.

3.13.3 It is also required that there is a tie-up with the Hospitals and Fire Stations located in the neighbourhood for attending to the casualties promptly and emergency vehicle kept on standby duty during the working hours for the purpose.

3.13.4. It shall be the responsibility of the CONTRACTOR to keep the Local Law & Order Authorities informed through the OWNER and seek urgent help, as the case may be, so as to mitigate the consequences of an emergency. Prompt communication to the OWNER, telephonically initially and followed by a written report, shall be made by the CONTRACTOR.

3.14. **Access to and from the workplace**

3.14.1. Safe, clean, well lit, unencumbered access and egress to and from work areas shall be maintained at all times in normal operating conditions.

3.14.2. The number and location of accesses and egresses from and to the workplace shall be adapted to the number of people likely to be present at any time, and therefore to evacuate from the workplace in case of emergency.

3.14.3. If access and egress to work areas are restricted due to operational conditions, alternative access and egress ways must be implemented, so far as is reasonably practicable. If this is not reasonably practicable, all concerned organizations and persons must be informed of the access restrictions, and work scheduling must be adapted in consequence.

3.14.4. Temporary access to height or into ground openings shall be of purpose made material such as scaffolds, stair cases/towers and ramps, which incorporate guardrails.

3.15. **Housekeeping**

(a) The CONTRACTOR shall ensure that their work area is kept clean, tidy and free from debris generated by their activities. All debris/scrap should be stored in separate bins. The work areas must be cleaned on a daily basis and a full cleaning session of each area shall be conducted on a weekly basis. All equipment, materials and vehicles shall be stored in an orderly manner. Access to emergency equipment, exits, telephones, safety showers, eye wash stations, fire extinguishers, pull boxes, fire hoses, etc. shall not be blocked or otherwise disturbed, restricted or delayed.

(b) The CONTRACTOR shall be primarily responsible for maintaining good housekeeping and safety standards in the workplace; Loose materials that are not required for use shall not be placed or left behind so dangerously as to obstruct workplaces or passageways; All projecting nails shall be removed or bent to prevent injury; Equipment, tools and small objects shall not be left lying unattended or unsecured from where they could fall or cause a person to trip; Scrap, waste or rubbish shall not be allowed to accumulate in the site as the combustibles can create

serious fire hazards and affect safe working. Workplaces and passageways that become slippery owing to spillage of oil or other causes shall be cleaned up or strewn with sand, ash or the like; Portable equipment shall be returned after use to their designated storage place.

3.16. **Stacking and storage practice**

3.16.1. CONTRACTOR shall ensure stacked material is bonded on a stable and level footing capable of carrying the mass of the stack. Adequate clearances shall be provided between the sides of the stack and top to facilitate unimpeded access to service equipment like overhead wiring, cranes, forklifts and fire-fighting equipment, and hoses. Circular items shall be sufficiently choked with wedges not with odd bits of materials. Free-standing stacks of gunny bags and sacks such as Cement bags shall be stacked to prescribe safe stacking heights with layers formed for stable bonding, preventing slippage causing accidents. Stacking against walls shall not be permissible.

3.16.2.The CONTRACTOR shall maintain the premises and surrounding areas in clean and clear manner with safe access and egress. There shall be sufficient and adequate storage racks, shelving, bins and pallets and material handling equipment to stack his construction materials such as pipes, structural and his construction enabling materials. Unwanted materials shall be promptly moved away for efficient material movement.

3.16.3. Any temporary store shed will be built in conformity with structural safety and fire safety requirements. The stores must be provided with adequate lighting arrangement (Flame proof / intrinsically safe depending upon the Zone category) and must be equipped with sufficient fire extinguishing arrangement. “No Smoking” and other relevant signage must be displayed conspicuously at strategic locations and safety precautions must be strictly enforced.

3.16.4. All material should be kept at least 150mm above the ground by providing wooden packing below. Maximum height of material stacking should not be greater than 3 meter. All loose material must be kept in wooden box or in sharp edge protected drum and material identification details to be displayed. Materials inside store room should be kept on scaffold rack.

3.16.5. Gas cylinder storage area must be at a safe distance away from the hot work zone and separate storage facility must be available for empty and full cylinder with proper shed. Storage area must be designed in a way that 6-meter distance between LPG/DA and oxygen maintained.

3.17 **Confined Spaces**

The CONTRACTOR shall clearly identify all confined space at site and same shall be got approved by the PM/Engineer-in-Charge.

The following requirements in Confined Space shall be met at any time:

(a) Only competent and trained workers can participate to work in confined spaces (as a minimum as per local Law). A Confined Space Entry Log(or equivalent) must be used to identify the person inside the Confined Space at any time;

(b) Air Analysis tests must be carried out to determine if the Confined Space is oxygen deficient and/or contains flammable substances, toxic agents, carbon monoxide and/or harmful physical agents. The air shall be analysed before starting work, during work and after work. Adequate ventilation must be provided;

(c) Working in the Confined Space without a watcher is strictly forbidden. An adequate means of communication is required and shall enable easy and clear communication:

(i) Between those inside the space,
(ii) Between those inside the space and those outside,
(iii) To summon help in case of emergency;

(d) Adequate emergency provisions must be in place. In particular, necessary rescue equipment must be ready, pre inspected and available. The arrangements need to be suitable and sufficient for the rescue of persons in the event of an emergency.

3.18. **Fire protection and prevention**

3.18.1. Routine/ non-routine fire hazard works shall be described in the CONTRACTOR's Risk Control Plan of Safety Manual mentioned at Sl.No.2

3.18.2. Full and unrestricted access to emergency exits, fire-fighting equipment, fire control and emergency vehicles shall be maintained at all times.

3.18.3. Fire extinguishers shall be inspected and certified at least annually by a certified person and visually inspected monthly and documented by the CONTRACTOR.

3.19. **Electrical safety**

3.19.1. Without CONTRACTOR's authorization validated by PM/Engineer-in-Charge, no CONTRACTOR's employee shall undertake electrical works.

3.19.2. No live work on high voltage or medium voltage is allowed. All high voltage and medium voltage electrical works must be performed on isolated equipment and only after verification of absence of voltage with suitable equipment.

3.19.3. Low voltage and very low voltage live work is only allowed for measurement tests and checks of equipment.

3.19.4 Work practices must protect against direct or indirect body contact by means of tools or materials and be suitable for safe work conditions and the exposed voltage level.

3.19.5. Energized panels will remain locked with a specific key or tool whenever they are unattended and tagged with the signs and warnings indicating the presence of danger. If not reasonably practicable, a restricted area delimited with physical barriers and supported by warning signs must be implemented around the opened equipment.

3.19.6. Only CONTRACTOR's qualified Electrical personnel may enter substations and/or transformer vaults and only after being specifically authorized by PM/Engineer-in-Charge.

3.19.7. All joints (Both terminal and intermediate) in cable should be made using lugs and joint area should be crimped using crimping tools.

3.19.8. All temporary connection should be provided through 30mA ELCB/RCCB using 3 core double insulated cable and only 3 pin industrial plug top will be used for connection.

3.19.9. Zero energy verification needs to be ensured before any electrical operation using only VAV before working on a live circuit which has been isolated.

3.19.10. Only industrial type DB to be used for connection and weather protection shed needs to be provided for every DB and shed height should not be less than man height.

3.19.11. Double earthing protection must be provided for every electrical equipment and earthing value should be as per standard safety norms.

3.19.12. Deployment of trained, experienced & licensed Electrician as well as licensed Electrical supervisor must be ensured at site as per Rule-45 of the Indian Electricity Rules, 1956;

3.19.13. PM/Engineer-in-Charge may perform screening/ competency test for all CONTRACTOR's electrical professions i.e. Electrical engineers, supervisors and helpers. Selection/ rejection of the personnel who appear for the screening is sole discretion of PM/Engineer-in-Charge.

3.19.14. Electrical helper who will be engaged in helping the Electrician/Engineer must have minimum ITI certificate to be eligible for working with him.

3.19.15. All PPEs used while being involved in electrical work must be as per IS Standards available for electrical work.

3.20. **Compressed Gas Cylinders**

Gas cylinders shall be securely stored and transported, and identified and used in line with the safety Requirements as per Gas Cylinder safety codes and rules.

3.21. **Lifting operations**

3.21.1. The CONTRACTOR shall prepare a lifting plan as per site condition, check and submit for authorization by CONTRACTOR's competent authorized persons prior to any lifting operation and formally communicated to all persons undertaking the work.

3.21.2. The CONTRACTOR must ensure that their nominated Lifting Leader has appropriate qualifications.

3.21.3. CONTRACTOR's lifting plans include:

(a) The lifting methodology, step by step.

(b) The risk analysis of the operation including consideration for weather conditions and work environments (e.g.: proximity of hazards and obstructions to the load, consideration for overturning, load integrity)where appropriate and consideration for simultaneous operations and the measures taken to avoid conflicting tasks in the lifting area.

(c) The identification of the designated lifting area, the fall zone and the control measures to prevent access such as barriers, signs, etc.

(d) The description of the type, weight, size, shape and centre of gravity of the load and the method used for slinging, attaching and detaching the load with the availability of approved lifting points on load when necessary

(e) The list of the certified and inspected equipment and lifting accessories to be used.

(f) The composition of the team required to perform the task (crane driver, rigger, etc.) with the needed qualifications and description of their roles and responsibilities including the intended communication method.

3.21.4. Any Heavy equipment (crane, winch machine, etc.) shall only be allowed to be used at the project Site after Pre-Safety Inspection of the equipment before mobilizing the equipment at Site.

3.21.5. The CONTRACTOR must ensure that a competent operational leader is formally appointed to supervise each lifting operation. Clear communication channels must be formally established and maintained between everyone involved in a lift with only authorized person giving instruction to the operator.

3.21.6. Special permission needs to be taken from PM/Engineer-in-Charge for tandem lifting and for any non-routine lifting operations must strictly adhere to the guidelines described in corresponding Standard /Procedures / Directive.

3.21.7. No Employee/Workman of the CONTRACTOR shall be positioned under a suspended load or between a suspended load and fixed objects.

3.21.8. All lifting equipment and accessories must have valid manufacturers certificates or thorough examination records and be uniquely identified, marked with the safe working load, listed in a register and subject to formal regular inspection as per requirements and shall have valid certificates from a competent authority. Inspection before use by the operator is mandatory. All lifting hooks must have latch. All cranes shall be fitted with Automatic Safe Load Indicator (ASLI) and Anemo Meter.

3.21.9. The CONTRACTOR shall operate and maintain cranes and hoisting equipment in accordance with manufacturers' specifications and limitations and the Safety requirements. All defective, non-inspected or unidentified (safe working load / identification number) lifting equipment or accessories must be either removed from site or physically prevented from use.

3.22. Once an item of electrical equipment has been energized, an item of mechanical plant and/or system has been erected and released for Commissioning, no work will be allowed on such item of equipment or system unless a valid Permit to Work (PTW) has been obtained from the relevant authority.

3.23. **Safety in storage, handling and use of explosive**

3.23.1. All measure and precaution that are required to be observed for use, handling, stacking, storing or transportation of explosive under the rules framed under the Explosive Act, 1884 and DRDO rules and regulations shall be observed.

3.23.2. All the relevant statutory, local laws and rules and regulation regarding explosive shall be complied with.

3.24. **Monthly safety report**

The CONTRACTOR has to submit the monthly safety activity report in the form of Lead-Lag indicator to PM/Engineer-in-Charge.

4. **Enforcement of RDCE safety code, rules & regulations**

4.1. The PM/Engineer-in-Charge shall ensure that the CONTRACTOR is exercising at all times, reasonable and proper precautions for the safety of people at works and complying with the provisions of current safety rules and laws according to RDCE Safety Code and relevant statutes of State/Central Governments. In case of negligence or default, the agency

shall be fined/ penalized by the OWNER, including breach of Contract in case of repeated failure in compliance of RDCE Safety Code.

APPENDIX- 'A'

LIST OF INDIAN STANDARDS CODE TO CONSTRUCTION SAFETY:

Apart from Provision in RDCE Safety code 2023 Applicable Rules/Guideline of following IS Codes shall also be complied with by the contractor :-

SI.NO	CODE NO		REAFFIRMED	DESCRIPTION
1	IS 302	Part -1 1979	2000	General and safety requirements for households and similar electric appliances
2	IS 816	1969	1998	Code of practice for safety and health requirement in electric and gas building and cutting operation.
3	IS 818	1968	2002	Code of Practice for Safety and Health Requirements in Electric and Gas Welding and Cutting Operations. (First Revision).
4	IS 875	1987	2003	Structural safety of building: loading standards
5	IS 1179	1967	2002	Equipment for eye and face protection during welding (first revision)
6	IS 1415	1966	2001	Electric hand Lamps(revised)
7	IS 1991	Part 1 - 1987	1997	Safety Requirement for the use, care & protection of abrasive grinding wheels Part 1 : Definitions (2nd Revision)
8	IS 2148	1981	1998	Flame Proof enclosures for electrical apparatus (Second Revision)
9	IS 2171	1999	2009	Specification for Portable Fire extinguisher dry powder (Cartridge Type), Fourth Revision
10	IS 2190	1992	1997	Selection, installation and maintenance of first-aid fire extinguishers, code of practice
11	IS 2206	1989	2005	Flam proof electrical fittings
12	IS 2750	1967 (Part-II)	2001	Specification for steel scaffoldings
13	IS 2878	1986	2000	Specification for Fire Extinguishers, Carbon dioxide type (Portable and trolley mounted), Second Revision.
14	IS 2925	1984	2000	Specification of industrial safety helmets (second revision)
15	IS 3016	1982	2000	Code of practice for fire precautions in welding and cutting operations
16	IS 3034	1993	2002	Fire Safety of Industrial buildings: Electrical Generating and Distributing Stations - Code of practice
17	IS 3043	1987	2001	Code of practice for earthing
18	IS 3646 (Part-II)		2003	Artificial lighting
19	IS 3696	Part - 1 1987	2002	Safety code for scaffolds and ladders Part 1 – Scaffolds
20	IS 3696	Part - 2 1987	2002	Safety code for scaffolds and ladders Part 2 – Ladders

21	IS 3764	1992	2002	Code of practice for excavation work (1st Revision)
22	IS 4014	Part 2 - 1967	2000	Code of practice for steel tubular scaffolding Part 2 safety regulation for scaffolding
23	IS 4081	1986	2000	Safety Code for Blasting and Related Drilling Operations. (First Revision).
24	IS 4082	1996	2001	Recommendation on stacking and storage of construction materials and components at site
25	IS 4130	1991	2002	Safety code for demolition of buildings (2nd Revision)
26	IS 4138	1977	2002	Safety Code for Working in Compressed Air. (First Revision).
27	IS 4262	2002		Sulphuric Acid - Code of safety
28	IS 4263	1967	2002	Code of Safety for chlorine
29	IS 4544	2000	-	Ammonia - Code of safety (First Revision)
30	IS 4560	1968	2002	Code of safety for Nitric acid
31	IS 4756	1978	2002	Safety Code for Tunnelling Work.
32	IS 4770	1991	2001	Rubber Gloves - Electrical Purposes – Specification
33	IS 4912	1978	2002	Safety requirements for floor and wall openings, railings and toe boards (1st Revision)
34	IS 5121	1969	2000	Safety code for piling and other deep foundation
35	IS 5216	Part 1 - 1982	2000	Recommendation on safety procedure and practices in electrical work Part 1 - General (1st Revision)
36	IS 5216	Part 2 - 1982	2000	Recommendation on safety procedure and practices in electrical work Part 2 - Life Saving techniques (1st Revision)
37	IS 5571	2009	-	Guide for selection of equipment for hazardous areas (second revision)
38	IS 5572	1994	1999	Classification of hazardous areas (other than mines) having flammable gases & vapours for electrical installations (second revision)
39	IS 5780	1980	2001	Rubber Hand gloves - Electrical Purposes - Specification (First Revision)
40	IS 5896 (Part I)	1970	2000	Code of practice for selection, operation and Maintenance of Fire Fighting appliances
41	IS 5903	1970	2000	Recommendation for safety devices for gas cylinders
42	IS 5916	1970	2000	Safety code for construction involving use of hot bituminous materials
43	IS 5983	1980	2002	Eye Protectors (First Revision)
44	IS 6229	1980	2001	Method for measurement of real ear protection of hearing protectors and physical attenuation of ear muff (First Revision)

45	IS 6305	Part1 1980	2001	Safety code for powered industrial trucks - Part 1: Application, operation and maintenance (First revision) (Superseding Is 3040)
46	IS 6409	1971	1998	Code of practice for oxy acetylene flame cleaning.
47	IS 6430	1985	2001	Mobile Air Compressor for Construction Purposes (First Revision)
48	IS 6519	1971	1997	Code of practice for selection, care and repair of safety footwear
49	IS 6685	1972	1999	Specification for life jackets
50	IS 6922	1973	1998	Criteria for safety and design of structure subject to underground blasts
51	IS 7194	1994	2000	Assessment of noise exposure during work for hearing conservation purpose (First Revision)
52	IS 7205	1974	2001	Safety code for erection of structural steelwork
53	IS 7293	1974	2002	Safety code for working with construction machinery
54	IS 7738	1975	1997	Safety Fuse for commercial use
55	IS 7969	1975	2002	Safety code for handling and storage of building materials
56	IS 8095	1976	2002	Specification for Accident Prevention Tags
57	IS 8096	1992	1997	Specification for Fire Beaters
58	IS 8433	1984	2001	Code of practice for visual inspection of dissolved acetylene gas cylinders. (First Revision)
59	IS 8437	Part1 1993	1999	Guide on effects of currents passing through human body: Part 1 General aspects (First revision)
60	IS 8519	1977	2002	Guide for selection of industrial safety equipment for body protection
61	IS 8520	1977	2002	Guide for selection of industrial safety equipment for eye, face and ear protection
62	IS 8758	1993	1998	Recommendations for fire precautionary measures in the construction of temporary structures and pandals. (First Revision)
63	IS 8807	1978	2002	Guide for selection of industrial safety equipment for protection of arms and hands.
64	IS 8940	1978	2002	Code of practice for maintenance and care of industrial safety equipment for eyes and face protection
65	IS 8964	1999	2010	Safety conditions for woodworking machines – recommendation
66	IS 8989	1978	2000	Safety code for erection of concrete framed structure
67	IS 8990	1978	2002	Code of practice for maintenance and care of industrial safety clothing

68	IS 9457	1980	1997/2005	Safety colours and safety signs
69	IS 9474	1980	2001	Specification for principles of mechanical guarding of machinery
70	IS 9944	1992	1998	Natural and manmade fibre rope slings. Recommendation on safe working loads (First revision)
71	IS 10386	Part 4 1992	1997	Safety Code for construction, operation and maintenance of river valley projects - Part 4 - Handling, storage and transportation of explosives
72	IS 10667	1983	2002	Guide for selection for industrial safety equipment for protection of foot and leg
73	IS 11016	1984	2000	General safety requirement for machine tools and their operation
74	IS 11461	1985	2001	Code of practice for compressor safety
75	IS 12735	1994	1999	Wire rope slings - Safety criteria and inspection procedure for use
76	IS 13367	Part 1 - 1992	1998	Safe use of crane - code of practice - Part 1 – General
77	IS 13415	1992	2002	Protective barriers in and around buildings- Code of Safety
78	IS 13416	Part 1 - 1992	2002	Recommendation for preventive measures against hazards at workplaces - Part 1 - Falling material hazard prevention
79	IS 13416	Part 2 - 1992	2002	Recommendation for preventive measures against hazards at workplaces - Part 2 - fall prevention
80	IS 13416	Part 3 - 1992	1999	Recommendation for preventive measures against hazards at workplaces - Part 3 - Disposal of debris
81	IS 13416	Part 4 - 1992	1999	Recommendation for preventive measures against hazards at workplaces - Part 4 - Timber structure
82	IS 13416	Part 5 - 1992	2002	Recommendation for preventive measures against hazards at workplaces - Part 5 - Fire Protection
83	IS 13430	1992	2002	Code of practice for safety during additional construction and alteration to existing buildings
84	SP 70	2001		Hand book on construction safety practices
85	IS 14489	1998	2002	Code of Practice on Occupational Safety and Health Audit.
86	IS 15001	2000	-	Occupational health and safety management systems - specifications with guidance to use
87	SP: 7	1983 Group 3 Part VII	-	National building code of India (Group 3) for construction engineers. Part VII - Construction Practices and safety
88	SP: 31	1986		Treatment for electrical shock

89	IS15652	2006	-	Insulating mats for electrical purposes.

SPECIAL CONDITIONS OF CONTRACT

1. General conditions of contract (GCC-2023) **as applicable** in R&D construction establishment shall be applicable for this tender apart from the special conditions mentioned in the subsequent paragraphs.

2. In case of any discrepancy in the drawings or between the drawings, technical specifications and / or schedule of items, the contractor shall seek clarifications from the Engineer in-charge and shall carryout the work in accordance to the clarification furnished by Engineer in-charge. Several documents forming the job order are to be taken as complementary to one another. The following order of preference shall be observed for interpretation of the Job Order.

i. Description as given at Appendix 'C' (BOQ).
ii. Scope of Work and Particular specifications.
iii. Technical specifications and list of approved make of materials.
iv. Drawings.
v. Special condition of contract.
vi. General condition of contract.
vii. Standards of bureau of Indian standards.

3. PAYMENT TERMS

Bills for the progressive payments shall be submitted by the contractor monthly in the form of RAR bills submitted for the completed portion of work along with followings :-

i. Photocopy of **Attendance Register** duly attested by Engineer-in-Charge.
ii. Wages register containing salary, ESI, EPF and Bonus details duly signed by contractor and Engineer-in-Charge. (Signature of each employee against their name shall be made)
iii. Bank statement for disbursement of salaries to the employees signed by contractor
iv. Remittancechallan of ESI, EPF along with returns statement of employees signed by contractor.
v. Service reports for all services carried duly signed by contractor and Engineer-in-Charge
vi. Receipt Vouchers (RVs) for all materials supplied duly signed by Engineer-in-Charge alongwith purchase invoice.
vii. Copy of approval of Prime Cost items, paid voucher/ invoice if claimed in the RAR duly signed by EIC.
viii. Computerised MB alongwith copy of JO (B/R & E/M) duly signed by contractor and EIC if claimed in the RAR.
ix. GST Tax Invoice for the amount of RAR/ Final Bill.

Payment will be made after deduction of LWC @1%, IT @2%, GST @2% and water/ electricity charges as applicable.

4. DEFECTS LIABILITY PERIOD

For the works executed like, Water proofing treatment/ Anti termite treatment etc.as detailed in BOQ through specialized agencies **other than maintenance works** shall carry a warranty of 05 (Five) years from completion of Contract or issue of completion certificate which ever is earlier in this regard. Final payment against specialized 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 as per clause 10.16 of GCC-2023.

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 above mentioned period from the certified date of completion. This period is termed as Defect Liability Period (DLP).

5. MATERIALS

All materials shall be contractor's supply and shall be of best quality available as per the list of approved makes (Annexure-II to Appendix 'B') or as specified in item. Samples of materials shall be got approved from the CCE(R&D)South or Engineer-in-Charge and a record of the same shall be maintained. Credit for the dismantled items shall be deducted as per the rates mentioned in Annexure-III to Appendix 'B' if not covered in BoQ.

6. WATER AND ELECTRICITY

Water and electricity may be tapped from the existing source from a point as approved by the EIC with due safety measures on free of cost except for execution of DSR (B/R). The contractor has to make his own arrangement to draw the water and electricity from the location as specified by Engineer-in-charge.

7. CUSTOM DUTY EXEMPTION

No custom duty exemption certificate shall be issued by this office for procurement of materials.

8. POLICE VERIFICATION

The agency will ensure that the staff is selected after due verification of antecedents required from the police authorities of the concerned locality. CCE (R&D)... shall reserve the right to suggest changes, if any, as and when considered necessary in the interest of security. The owner shall have no liability in any respect, whatsoever.

9. SECURITY

(a) The contractor and his manpower will follow all prevailing security regulations at the Site. The contractor will ensure that all the procedures for entry into SITE premises are followed strictly.

(b) The Contractor shall be responsible to get the character and antecedents of the Workers verified by Police before deploying them. The authenticated copies of the police verification certificate / documents of the manpower to be deployed at site shall be submitted by the Contractor to CCE (R&D)South reserves the right to get the workers verified by the police, if necessary.

(c) The Contractor will be personally held liable for any breach of security by his employees.

10. EMPLOYEES AND LABOUR

(a) The skilled persons deployed must be competent enough for carrying out the works and well versed in Hindi and working English. Contractor shall authorize a competent person for reporting to Engineer-In-Charge and taking instructions.
(b) The Contractor shall ensure that all the persons deployed in this contract are medically fit.
(c) The persons engaged by the Contractor shall observe office discipline and decorum and shall not misbehave with any official or staff of 'User'. The Contractor will be responsible for the conduct and behaviour of the manpower.
(d) The contract does not amount to employment with the Government nor confer any right on the manpower engaged by Contractor as to the possibility or preference in employment at any time in future in any office/establishment of the Government. The Contractor shall clearly explain this position to his employees.
(e) The Contractor shall be directly responsible for settlement of any dispute or grievance of the 'persons' relating to his/her deployment at 'User' site and any other matters that may arise at this Department, in no way, be responsible for settlement of such issues/dispute.
(f) The contractor will not allow or permit the personnel employed for providing services to participate in any trade union activities or agitation in the premises of the 'User'.

11. ORGANISING WORKS AT SITE :

One senior level authorized person/ Owner of agency shall be made in-charge of organizing the works at site. The authorized in-charge person of agency should visit minimum once in a month to take stock of works and to attend review meeting to be held at site. In addition he shall be available for meeting at site/ CCE office as per the requirement. All registers/documents required for execution of works like site order register, hindrance register, material approval register etc duly certified by Engineer-in-Charge shall be maintained at site by contractor.

12. HANDING / TAKING OVER :

The contractor shall on receipt of LOI take over all the installations/ equipments in serviceable and running conditions from the previous agency maintaining the installations. Any defects/ deficiencies found shall be brought to the notice of EIC. A handing taking report mentioning all assets/ installations with remarks duly signed by previous agency and agency taking over shall be submitted to EIC for countersigning and further submission to CCE(R&D)South

Any defects/ deficiencies noticed by taking over agency shall be rectified by the taking over agency through suitable items in the BoQ including Prime Cost sum and as directed by the EIC.

13. RESPONSIBILITY OF THE CONTRACTOR AT END OF THE CONTRACT PERIOD

a) All equipment taken for maintenance during the contract period shall be handed over back to user / department in good working condition.
b) Any equipment taken outside for repair from Campus shall be handed over in good working condition well before the end date of contract
c) Passes issued by user / department to the contractor' employees if any shall be handed over to user / department representative.

d) In case any equipment not handed over to user / department in good working condition, then department would get them repaired/procured on its own from other sources at the risk & cost of the contractor and the cost (**along with 20% extra Charge**) incurred shall be deducted from any payment due to him/security deposit.

14. LIABLITY TO DAMAGES:

The contractor at his own cost, shall make good all the damages, losses, burns outs etc. which have occurred on account of faulty operation, inadequate AMC/CAMC preventive maintenance and/or mishandling of plants and equipment. The decision of Engineer-in-Charge in this regard shall be final and binding.

15. Payment of Minimum Wages, EPF, ESI & BONUS, ETC.

(a) All statutory payments shall be responsibility of the contractor. The contractor shall pay his employees, the rate of Minimum Wages (MW) as approved for the respective area of work being executed and as per rules and Acts as amended by Government from time to time by **7th day of** succeeding month. The MW shall comprise basic rate and variable dearness allowance (VDA) and no other factor.

(b) On behalf of Principal employer, the contractor will deposit the employer's share of both **EPF & ESI payments** of respective employees through the appellate / statutory authority (through e-payment) at the periodicity as laid down in the respective governing acts / rules of the Govt. of India. At present the ceiling limit for EPF contribution is Rs. 15,000/- per month.If an employee getting more salary than the ceiling limit, the EPF contribution shall be limited to ceiling limit only. If the area is not covered under ESI, suitable workers compensation insurance should be obtained and submit a copy thereof to CCE(R&D)South However, the reimbursement is restricted to the rate of ESI mentioned Part-B of Manpower Estimate.

(c) ESI for employees getting salary more than Rs. 21,000/- per month will not be admissible. However, the contractor shall provide all employees having salary more than Rs. 21,000/- per month shall provide Group Health Insurance with a cover of Rs. 3,00,000/annum/person throughout the contract period at his own cost.

(d) Non-Productivity Linked Bonus (Adhoc Bonus) shall be paid by the contractor on behalf of the principal employer as laid down in the respective act. **Bonus should be calculated @ 8.33% per month subject to ceilinglimit of Rs. 21000/- as per CLC minimum wages. Thus, Bonus for contractual workers having salary >21000 will not be admissible.**

(e) The payment register and other documents as specified by the governing authorities shall be maintained by the contractor. Default on payment of MW will lead to cancellation of the contract. In case of default, the contractor shall be liable for penalty and legal action by competent labour authorities as per rules.

(f) Any lapse in this regard may lead to temporary / permanent de-enlistment or ban as decided by the Enlisting Authority. The decision of the Enlisting Authority is final and binding on the contractor. No representation in this regard will be entertained. In case of any injury / loss of life to be contractor's staff inside or outside

the Laboratories / Establishment, it shall be the sole responsibility of the contractor in respect of payment towards any treatment or compensation or legal matters arising therefrom. The payment towards the group insurance shall also be made by the contractor.

16. Labour Laws to be complied by the Contractor

The contractor must comply with provisions of all existing Labour Laws / Acts as indicated below & other laws existing in this regard or the modifications thereof or any other laws relating thereto and the rules made there under from time to time :-

a. Contract Labour (R&A) Act, 1970
b. Contract Labour (Regulation and Abolition) Central rules 1971
c. Child Labour (Prohibition and Regulation) Act, 1986
d. Wges Act 1936 / Minimum Wages Act – 1948
e. Contract Labour (R&A) Bonus Act
f. Industrial Disputes Act – 1947
g. Employment Liability Act 1938
h. Workmen Compensation Act 1923
i. Maternity Benefits Act – 1961
j. Safety and other welfare measures as per laws of land.

17. MAINTENANCE OF REGISTERS AS PER CONTRACT LABOUR ACT 1970

The contractor shall maintain the following registers as per the Contractor Labour Act :-

a) Register of workmen as per From XIII of Rule 75.
b) Employment cards as per Form XIV of Rule 76.
c) Muster Roll Register as per Form XIV of Rule 78.
d) Register of wages as per Form XVI of Rule 78.
e) Any other Register / Record required by Labour Commissioner from time to time.

18. REGISTRATION WITH LABOUR COMMISSIONER :-

The contractor shall obtain license, from Labour Commissioner under the Contract Labour (R&A) Act 1970 and Rules framed there under before commencement of the work and continue to hold it till completion of the contract period.

The sites where the work is being executed are liable for inspection by Labour Officers/Labour Enforcement officers or any other completion authorities. All site documents relating to labour employment as envisaged in the relevant Act/ rules/ regulations as the case may be shall be maintained by the contractor. All other amenities authorized as per rules shall also be provided to the staff employed by the contractor.

19. WORKING CONDITIONS:

(i) The agency will ensure that the staff is selected after due verification of antecedents required from the police authorities of the concerned locality. CCE (R&D) South shall reserve the right to suggest changes, if any, as and when considered necessary in the interest of security. The owner shall have no liability in any respect, whatsoever.

(ii) **No local person (having residence within 100 KM radius from site) is allowed to be engaged in this work**.
(iii) Supervisors/ Persons are not permitted to work at more than one location during currency of contract.
(iv) The contractor should strictly adhere to the security guidelines issued by Engineer-in-Charge- Site.
(v) The contractor is strictly bound by the working hours as directed by Engineer-in-Charge- Site.

20. WORKING HOURS:

Since the site/work place is highly restricted, the working hours will be constrained to 0900 Hours to 1730 Hours with half an hour lunch break after security check of all labour employed. Instruction of Engineer-in-Charge- Site will prevail in addition to the conditions mentioned. Permission to work on Saturday/Sunday/Holiday will be given by Engineer-in-Charge- Site. However in case of emergency breakdown the agency has to attend the complaint as per direction of E-I-C.

21. OTHER CONDITIONS & FORCE MAJEURE:

The workers provided should be on the roll of the contractor and their antecedents should be pre-verified by the Police authorities. A copy of the verification of each worker shall be submitted to the Engineer –in-charge before deployment for work.

Contractor will be fully responsible for all acts of omission or negligence, dishonesty or misconduct of its employees for work at premises. Contractor indemnify against any compensation/claim and damages etc. due to accident or injury to its employees or death due to accident or otherwise, which may arise out of and during the course of their duties. Department would not be liable to pay any damages or compensation to such cleaners or to any third party.

In case of any complaint, either as regards the nature of service or as regards the behaviours of workers on duty or otherwise, Engineer-in- charge should be intimated and corrective measures as suggested by EIC shall be taken promptly.

The Department reserves the right to amend/withdraw any of the terms and conditions in the tender documents or to reject any or all tenders without giving any notice or assigning any reason. The decision of the CCE (R&D)south in this regard shall be final and binding on all.

The Department reserves the right to revoke the contract at any time, if the services rendered are not found satisfactory during the period of the contract.

The Department may, by written notice sent to the contractor, terminate the contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the CCE (R&D) South **convenience, the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.**

22. OTHER REQUIREMENTS TO BE FULFILLED BY THE BIDDER:

All coordination in respect of legal obligations for this Contract in terms of any accident/ incident / inspection, Govt. department's viz. Electricity Board or Other local

authority like: Pollution control board, Central Electricity Authority etc. shall be carried out by the contractor. However, contractor will provide / furnish such information to Engineer-in-charge as may be required during investigations. Contractor has to provide a list of spares which are to be replaced / required on a regular basis for necessary action. In respect of maintenance of E&M installations, the following shall be ensured by the Contractor.

(a) The contractor maintaining the electrical substations, generators and electrical installations shall have a suitable and **valid contractor's licence for operating the electrical installations** from appropriate electricity authority throughout the contract period.

(b) Maintaining the **Power Factor** within the specified limits as per the norms of state electricity board is responsibility of Contractor. If the Power factor could not maintained due non-availability of Power factor correction devices or due to faulty Capacitor/Meters/APFC panels, the same shall be brought to the notice of EIC in writing along with the recommendations of corrective measures.

23. RECOVERY CLAUSES :

(a) Recovery @ **Rs.100/Day/Person** for delay in payment of wages to the employees beyond the 7th day of succeeding month will be made. Further a recovery of @ **Rs.200/Day/Person** for delay in payment of wages to the employees beyond the 14th day of succeeding month will be made

(b) In case of absence of manpower the recovery shall be made on pro- rata basis as per manpower quoted rate (including VDA) by the bidder**plus 10%**.

(c) Minimum wages are to be ensured by the bidder and if at anystage non-compliance is found it will be recovered and paid by the department out of 2.5 % security deposit /performance guarantee / any amount due to the contractor and contract will be foreclosed as per relevant conditions of GCC. Owner reserve the right to make direct payment to manpower employed.

(d) Periodicity / Time Limit not adhered on account of CAMC / AMC/ Periodical maintenance / Breakdown as specified in the contract, a recovery @ **20% of quoted rate** for the lapsed periodon pro- rata basis will be imposed for delaying the works/ services / repairs.Decision of CCE (R&D) SM will be final and binding.

(e) The contractor has to submit Agreement of Annual Maintenance Contract (AMC/CAMC) with Original Equipment Manufacturer (OEM)/Authorized service agency/any agency approved by EIC in consultation with CCE(R&D) South or as specified in the respective items for specialized works like HVAC system, EOT Cranes, Lifts, Fire alarm System etc.**within 30 (Thirty) days of issue of LOI.**Recovery @ **Rs.2000/day** will be made for delay beyond 30 (Thirty) days in submission of Agreement for AMC/CAMC with OEM/ OEM's Authorized service agency. In any case, the I RAR bill will be paid only after receipt of the Agreement for AMC/CAMC with OEM as mentioned above.List of OEM with address & contract details is enclosed as Appendix'A' to Sepcial Conditions

(f) The contractor has to submit details of Personnel intended to be employed for issue of security passes in the contract within 15 (Fifteen) Days of issue of LOI

along with copies of Police Verification, Character Certificate, Educational Certificate(s), Experience Certificate(s), Copy of Government issued Identity Cards likewise Driving License, Aadhar Card, Passport, Voter Id Card etc. failing which penalty **@ Rs. 500/- per day/person** will be imposed on the contractor. This penalty shall be levied in addition to the other penalty applicable due to fault of agency as per conditions of contract.

24. TERMINATION :

Subject to other provisions contained in the tender, the Owner reserves the right to terminate the Contract by serving 03 notices and a final/show cause notice for default of the contractor for the following reasons:

(a) At any times makes default in proceedings of the works with due diligence

(b) Commits default in complying with any of the terms and conditions of Contract and does not remedy it or take effective steps to remedy it within specified period as mentioned in notice served to agency by the owner.

(c) Fails to complete the work(s) or items of work within individual dates of completion, on or before the completion, and does not complete them within the period specified.

(d) Commits any breach to the condition of the contract, as specified or otherwise the Owner may, without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to the Owner by written notice, cancel the contract as a whole or only such items of the work in default, from the contract.

The termination of Contract resulted due to the contractor's fault as mentioned above, the contractor will be liable for **withhold for participation in the O&M tenders with any CCE (R&D), EMU, CE (R&D) working under the aegis of DCWE, DRDO, MOD Government of India, for a period of 01(one) year**.

25. PERPETUITY OF LOWEST BID

The status of lowest bid shall be remained lowest throughout the contract period. In case of the status of lowest bid is being changed due to non-execution of items under BOQ, an amount equal to the difference of workdone amount and amount of lowest bid emerged due to variation of final quantity will be deducted from the amount due to the contractor. However, the quantities or part of the contract, which are removed/ reduced by the Owner will be exempted.

26. ADDITIONAL PERFORMANCE SECURITY FROM THE BIDDERS WHO HAVE QUOTED ABNORMALLY LOW BID PRICE.

Additional security deposit will be taken from Lowest bidder for low bid as under:-

(i) Where the bid price is below 10% but not below 20% of the project cost put to bid, the additional performance guarantee /security percentage shall be incremented by 0.1 % for every percentage of bid price below 10% of the project cost put to bid starting at 11% with additional bid performance guarantee being 0.1 % and this additional performance guarantee percentage shall be applied on the bid price.

(ii) Where the bid price is 20% or more below of the project cost put to bid, the additional performance guarantee percentage shall be incremented by 0.2%

for every percentage of bid price below 20% of the project cost put to bid in additional to 1% of the bid price and this additional performance guarantee percentage shall be applied on the bid price.

(iii) The additional performance guarantee percentage shall be rounded off to the next lower percentage based on whether the decimal point of the percentage of bid price is below 0.5% or next higher percentage based on whether the decimal point of the percentage of bid price is 0.5% or more.

(iv) The additional performance security shall be treated as part of the performance security.

(v) The above said additional performance Guarantee/Security shall be deposited by the selected bidder in addition to the Initial Security Deposit (ISD) and Performance Guarantee Bond as mentioned in Article-6 of GCC-2023 as amended. The same shall be deposited as a prerequisite for issue of Letter of Acceptance (LoA) to the contractor before release of Earnest Money Deposit (EMD). The validity of the additional performance Guarantee /Security shall be 90 days beyond the completion of Defect Liability Period (DLP) of the contract in the instant case.

SECURITY INSTRUCTIONS

Security instructions for Civil Contractors/ Firms:

1. The Contractor will set up a separate cell.
2. The Cell will be in geographically separated location from other offices in his firm.
3. The site is having 02(Two) security points (Two gates). No local man power (locals be defined as the population within a radius of 100 KM from the site) shall be employed at the construction site / All labours should be from the other states and their administration be arranged inside the site location as demarcated at his own cost. Only land will be given free of cost for provision of labour camp etc, during construction. After completion of the contract, the contractor shall remove all labour camp etc, at his own cost. A continuous unobtrusive observation of their movement to be maintained at all times.
4. Only persons with impeccable loyalty will be employed on the project that too after submitting Police Verification Certificates to the Employer. These persons will be issued separate and distinct passes / badges to gain entry to the special cell.
5. There will be two security guards at the door, whose responsibilities are as under:-
   (i) Ensuring only authorized persons are granted entry to the cell.
   (ii) No mobile phone with camera /smart phone will be permitted inside.
   (iii) Checking all documents leaving the office are authorised by the special cell officer in charge.
   (iv) Checking no persons is in the office when closing it for the day.
   (v) Informing the security head immediately of any incident.
6. Thorough police verification of credentials of all persons involved with the project including civil persons, labourers and construction firm persons should be undertaken periodically.

7. Authentification of Regular Employees/Contractual Staff/ Private Staff/ Vehicles/ Equipment:All employees/ contractual staff working inside the site should be in possession of the valid identity card issued by their competent authority, all the time and make necessary entries at the control gate at the time of entry/ exit to include constructing authority complex.

8. Every vehicle entering through the main area gate will be affixed with a vehicle pass sticker duly signed by the government constructing authority. Based on the purpose of

utilization and the area authorized to be accessed, stickers will be issued. Maintaining uniformity and sequential serial numbering, procurement of such sticker passes should be done centrally by the contracted security agency.

9. Layout of site shall not be made available to anybody.

10. Key plan shall not be shown to anybody. Only one entry and exit gate to be maintained. Thorough checking to be done at entry and exit gates.

11 On the drawings, building name shall not be mentioned and only code number should be mentioned. During discussions only these numbers shall be referred.

12 Proper file cabinets with proper locking facilities for different classifications shall be used for storage of documents/drawings.

13 Drawings/classified documents register should be maintained. Take acknowledgment from agencies for issued documents.

14 Minimize reproduction of documents/ classified data. If it is necessary to reproduce, this should be documented in a register. Documents shall be reproduced using a secure machine only.

15. Do not keep the documents outside which are not required for work.

16. Maintain files movement register.

24 Do not leave any documents outside while leaving the working spot.

18. No documents will be left unattended outside even for a short duration. Fire drills will also be carried out to ensure no papers are left behind on the tables in the event of a fire.

19. Proper procedure for disposal of waste paper will be put in place. Paper shredders will be provided at each workstation.

20 Documents must clearly mention the classification, number of pages, the originator, the recipient as well as the no. of copies along with their distribution.

21 Custodian certificate will be rendered by the contractor quarterly to account for all documents held on his charge.

22 All documents will be returned to the govt. agency on completion of the project with Certificate that no document is left behind at the firm.

23. Make sure all office rooms and working areas are locked while-concerned officer / staff is not available on the spot.

32 Maintain suitable access control and ensure people who are not related to the projects are not allowed entry into working areas. If it is necessary they should be allowed with escort.

33 Fire safety precautions be undertaken to safeguard against any fire threat.

34 Fire extinguishers will be placed in accessible areas and the staff will be taught to use the same in an emergency.

35 Regular audit of physical security measures to be undertaken.

36 Alarm system shall be installed and activated inside the under construction base for timely intrusion detection.

29. Telephone numbers of important persons including security and fire personnel will be prominently displayed in the reception and the office.
30. Report security violation if any, immediately to Project Manager.

31. Avoid negligence, carelessness and casual conversation.

32 Periodic security audit will be carried out of the special cell by representative from the department. Prior to this, regular internal audit will be carried out under the contractor's security head.

33 All classified information shall be stored in a sanitized computer which should not be connected to the Internet.

34 Remove unauthorized wireless networks at the official working area. Official wireless (WI FI) network should be protected with high security password. Switch off wireless networks after using.

35 The part of project, which is completed, should become NO GO for any civil staff thereafter.

36 Cyber Threats/Mobile/Smart phone/cameras violations. As large No of Civil employees would be employed for the construction, who would be in possession of these, potent cyber security threat components. It would be easiest for the Anti National Elements to target these persons to gain reliable and critical information. Following measures shall be taken up by the contractor:

a) Mobile phones. Carriage of mobile phones (with/ without camera) inside the site under constructions will be strictly prohibited. Only the individuals as per the details prepared by the department will be allowed to carry mobile phones without camera, internet connection and internal storage media. Permission to carry mobile phone will be restricted to the minimum essential staff only.

b) All mobile phones to be deposited at the entry gate. Thorough frisking to be undertaken at the entry point. Random checking/ frisking to be done by the security personnel.

c) Details of the mobile phones of the persons working at the site to be maintained at all times. Random checking of mobile phones of persons staying inside the site to be carried out.

d) No use of mobile phones while working on the site during working hours. Mobile phone use by labourers to be confined to their living areas.

e) Use of smart phones and camera phones should be completely banned. Regular checks to this effect should be undertaken with definite actions against the offenders.

37 Laptop PC/ Internet data storage Devices / Cameras. No contractor employee will be allowed to carry Laptop, PC, Camera, or any External data storage device inside the site under construction. Under exceptional circumstances, explicit clearance will be sought from the project manager through a letter giving detailed justification for the same minimum 24 hours in advance.

38. Electronic devices even if carried by authorisied persons are subject to cyber security check at any point of time inside the site area. Any cyber security violation by the individual will attract stern legal action followed by black listing of the firm/contractor. Following should be ensured:

a) All measures to be instituted to avoid cyber security violations.
b) Passage of sensitive information to be done only on secure media.
c) Installation of mobile phone jammers in offices and at selected places at the construction site.
d) Installation of intercom for within the site communication.
e) No passage of official information via Internet i.e email, WhatsApp or any other social media platforms.
f) All computers used in the site be sanitized periodically and updated with firewalls/ anti-viruses. Standalone computer to be used to house sensitive information about the site plans.
g) Always use the secure computers / laptops and compact disks (CDs) with proper security pass codes. PEN DRIVES SHALL NOT BE USED.
h) Don't store classified data on personnel PCs. This can be stored in CDs.

39. Access after Completion of Assets. When the base is near completion, number of assets would be in its final stages of construction and few may be already operationalized. At this juncture, any security breach would give out critical information. Also, after completion these sensitive locations are open to visit by unauthorized persons which could act as security threat. The measures to mitigate the threat are as under: -

a) Access control of the buildings near completion be exercised. All assets fully completed to be locked and made OUT OF BOUNDS for civilian/ labourers.

b) A vigil to be kept on the staff/ labourers involved in the project and credentials of all employees are verified regularly.

c) Physical security of completed assets to be enhanced.

d) Access to sensitive areas of the base be completely/ partially restricted as per the progress of construction.

e) Guards to be placed on completed facility.

f) Police verification is undertaken once again for entire staff to check for any subversion activities.

g) All classified information to be stored in a sanitized standalone computer.

40. All doors and windows will be barricaded with steel bars to prevent unauthorised entry.

41 Cyber security measures will be implemented on all IT offices.

42 All Procedures related to handling of classified documents will be followed. No copy of any document will be made without permission of the CCE. All documents will be returned to the CCE after completion of the Project.

43 Proper dak procedure will be followed including the recording of movement of files/ documents/ drawings.

44 No document will have the name of the project typed on it. A suitable code will be evolved for identification of documents pertaining to the project.

45 Cyber Security Measures at Offices and Site:

a) All USB ports of the machines will be physically disabled in addition to disabling Inside the software.

b) The machines should be fixed such that the hard drives are not removable.

c) Transfer of data from the computers will be permitted only through DVD/CD's.

d) No connecting of mobile phones including for charging will be done using ports of the computer.

e) The DVD/ CD's will be accounted for in the same way as other IT assets, and will be numbered with the office stamp. Records will be maintained when the CD is issued to any person.

f) The Printers / Scanners will be monitored by a person detailed for the same. Any print out /scan/ copy will be done only only after the permission of the special cell in charge. A register / electronic report will be maintained of all such outputs.

g) No computers/ other IT assets including printers will be wireless. All Bluetooth / Wi Fi features will be disabled.

h) The computers will be password protected and will have three levels of password, including boot up, log in screen saver passwords.

i) All files saved will be password encrypted.

J) Back up of all files will be kept centrally under the IT head under lock and key.

k) Stand alone computers only will be used. Internal office LAN may be set up if required, with various levels of access to required persons. Administrator will be responsible for the security of the LAN.

l) Internet computers will require to maintain air gap from the other computers and preferably should be located in another room.

m) Laptops should be avoided. If used, all points as mentioned above will apply to laptops including disabling of USB ports and removal of WiFi/ Bluetooth features / location finder features.

n) In built cameras in the laptops/ Computers will be disabled and physically covered.

o) Periodically security audit of all IT assets will be carried out by rep of CCE(R&D) S.

p) IT assets will be handed/ taken over between users after signing on vouchers to ensure accountability at all times.

q) Names of IT in-charge, store in-charge for assets, Administrator etc will be mentioned specifically in office order to ensure accountability.

During execution of Contract, if contractor has committed a transgression through a violation of above instructions or in any other form, such as to put his reliability or credibility in question, the OWNER after giving 14 days notice to the CONTRACTOR shall have powers to disqualify the Bidder(s)/CONTRACTOR(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/ CONTRACTOR from future contract award processes. The imposition & duration of the exclusion will be determined by the severity of transgression & determined by the Principal/OWNER. Such exclusion may be forever or for a limited period as decided by the Principal/OWNER.

AND WHEREAS _____ is hereby authorized to initial and sign all the documents pertaining to the contract on behalf of Chief ConstructionEngineer (R&D).

IN WITNESS THEREOF, the Chief Construction Engineer (R&D), Defence Research & Development Organisation, P.B. No 1569, Akbar Road, Secunderabad – 500 003 has ser his hand for and on behalf of Prasident of India.

AND

_____ for and on behalf of "_____" has affixed his signature and the seal of the said company in accordance with the Article s of Association .

SIGNED AND DELIVERED BY

SIGNED AND DELIVERED BY

(MEELA YAGAIAH)
CHIEF CONSTRUCTIONENGINEER (R&D)S
ACCEPTING OFFICER
FOR AND ON BEHALF OF
PRESIDENT OF INDIA

SIGNATURE AND ADDRESS
OF FIRM

Dated: _____

Dated: _____

WITNESS:

1.

2.

WITNESS:

1.

2.

ANNEXURE – II

SCOPE OF WORK

FOR

OPERATION AND MAINTENANCE OF E&M INSTALLATIONS FOR PREFABRICATED ASSEMBLY BAY UNDER PROJECT SWARM AT NSTL, VISAKHAPATNAM

TENDER ENQUIRY NO:

CCE(R&D)S/ENQ/O&M/SWARM/NSTL/02/2026-2027 dated 18 MAY 2026

NAME OF WORK: OPERATION AND MAINTENANCE OF E&M INSTALLATIONS FOR PREFABRICATED ASSEMBLY BAY UNDER PROJECT SWARM AT NSTL, VISAKHAPATNAM

TENDER ENQUIRY NUMBER: CCE(R&D)S/O&M/SWARM/NSTL/02/2026-2027 DATED 18 May 2026

SCOPE OF WORK

S.No	Scope of Work	Period of Completion from effective date of LOI
1.	Opertiona nd Maintenace of E&M Installations for Prefabricated Assembly Bay Under Swarm Project Swaram at NSTL, Visakhapatnam	11 (Eleven) Months

Scope of work:

a) Internal and External electrification
b) Internal and External Water Suuply.
c) EOT Crane
c) DG Set
d) Powr Wiring
e) Telephone Wiring
f) UPSWiring
g) Air-conditioning
h) Water Cooler

Sd/-
for Chief Construction Engineer (R&D)S

ANNEXURE – III

INVENTORY OF INSTALLATIONS

FOR

OPERATION AND MAINTENANCE OF E&M INSTALLATIONS FOR PREFABRICATED ASSEMBLY BAY UNDER PROJECT SWARM AT NSTL, VISAKHAPATNAM

TENDER ENQUIRY NO:

CCE(R&D)S/ENQ/O&M/SWARM/NSTL/02/2026-27 Dated 18 May 2026

List of Equipments

ELECTRICAL

1.	10 KVA UPS	-	01 No
2.	100 KVA DG SET	-	01 No
3.	11 KV, 250 A, 30A Load Break Switch	-	01 No
4.	Capacitor Panel (40 KVAR)	-	01 No
5.	320 AFP MCCB, 36 KA Main Panel	-	01 No
6.	100 KVA, 11 KV/433V Transfor	-	01 No

AIR CONDITIONER

1.	10 HP Out Door Units	-	01 No
2.	32 HP VRF Out Door Unit	-	02 Nos
3.	AHU 44.0 TR/13000 CFM CFM @80mm TSP	-	01 No
4.	4 Way Cassette Units	-	01 No
5.	2 TR VRF Hi-Wall Units	-	11 Nos
6.	15 KW Humdifier	-	01 No
7.	1000 LT Capacity Calorifier	-	01 No

Water Cooler

1.	50 LTrs Capacity Water Coolar	-	01 No

Sd/-
for Chief Construction Engineer (R&D)S

ANNEXURE – IV

ESSENTIAL MAINTENANCE TOOLS AND ACCESSORIES TO BE MAINTAINED BY THE CONTRACTOR

FOR

OPERATION AND MAINTENANCE OF E&M INSTALLATIONS FOR PREFABRICATED ASSEMBLY BAY UNDER PROJECT SWARM AT NSTL, VISAKHAPATNAM

TENDER ENQUIRY NO:

CCE(R&D)S/ENQ/O&M/SWARM/NSTL/02/2026-27 Dated 18 May 2026

ESSENTIAL MAINTENANCE TOOLS AND ACCESSORIES TO BE MAINTAINED BY THE CONTRACTOR

S. No.	Description	Unit	Qty
1	Earth Megger	Nos.	2
2	Multi-meter	Nos.	3
3	Tong Tester	Nos.	05
4	Electrician Tool kit	Sets.	02
5	Electrician Gloves (11KV)	Pairs	02
6	Earth discharge electrodes	Nos.	02
7	Plumber tool kit for repairing up to 100mm dia pipes	Nos.	02
8	Flat, Ring and SocketSpanners, Screw Drivers, Allen keys	Sets	02
9	Air Blower	Nos.	02
10	Vacuum Cleaner with all accessories	Sets	01
11	Insulation Value megger	Nos.	02 No LT & 02 No. HT
12	10’ Aluminum Ladder	Nos.	02
13	Pressure gauge	Nos.	02
14	Vacuum pump	Nos.	01
15	Cutting tools, Chisel, Hammer	Nos.	02
16	Hacksaw with blade	Nos.	02
17	Files sets	Nos.	02
18	Lugs Crimping Tool	Nos.	01
19	Crowbar and Digging Bar	Nos.	02
20	First aid kit	Nos.	02
21	Drill machine with drill bits	Nos.	02
22	Cat 6 Crimping tool & cabletester	Nos.	02
23	Walkie-Talkie (1Km range)	Nos.	02
24	Safety helmet & glasses	Nos.	02
25	Humidity Measuring kit	Nos.	02
26	AC Maintenance tool Kit	Nos.	02

27	Psychrometer	No	01
28	Velocity Anemometer	No	01
29	Multi meter	Nos	02
30	Noise level & vibration meter	No	01
31	Tong Tester	No	01
32	Screw Driver kit including Tester	Sets	03
33	Spanner set in standard tool box	Pairs	01
34	Earth electrodes	No	01
35	Clip on ammeter/voltmeter	Set	01
36	A/C standard tool kit D.I. Pipe Repair tools	Set	01
37	Flaring tools & assembly Kit First Aid Kit	Set	01
38	Brazing Kit	Set	01
39	Welding kit	Set	01

Sd/-
for Chief Construction Engineer (R&D)S

ESSENTIAL MAINTENANCE TOOLS AND ACCESSORIES TO BE MAINTAINED BY THE CONTRACTOR

FOR

OPERATION AND MAINTENANCE OF E&M INSTALLATIONS FOR PREFABRICATED ASSEMBLY BAY UNDER PROJECT SWARM AT NSTL, VISAKHAPATNAM

TENDER ENQUIRY NO:

CCE(R&D)S/ENQ/O&M/SWARM/NSTL/02/2026-27 Dated 18 May 2026

ESSENTIAL MAINTENANCE TOOLS AND ACCESSORIES TO BE MAINTAINED BY THE CONTRACTOR

S. No.	Description	Unit	Qty
1	Earth Megger	Nos.	2
2	Multi-meter	Nos.	3
3	Tong Tester	Nos.	05
4	Electrician Tool kit	Sets.	02
5	Electrician Gloves (11KV)	Pairs	02
6	Earth discharge electrodes	Nos.	02
7	Plumber tool kit for repairing up to 100mm dia pipes	Nos.	02
8	Flat, Ring and SocketSpanners, Screw Drivers, Allen keys	Sets	02
9	Air Blower	Nos.	02
10	Vacuum Cleaner with all accessories	Sets	01
11	Insulation Value megger	Nos.	02 No LT & 02 No. HT
12	10’ Aluminum Ladder	Nos.	02
13	Pressure gauge	Nos.	02
14	Vacuum pump	Nos.	01
15	Cutting tools, Chisel, Hammer	Nos.	02
16	Hacksaw with blade	Nos.	02
17	Files sets	Nos.	02
18	Lugs Crimping Tool	Nos.	01
19	Crowbar and Digging Bar	Nos.	02
20	First aid kit	Nos.	02
21	Drill machine with drill bits	Nos.	02
22	Cat 6 Crimping tool & cabletester	Nos.	02
23	Walkie-Talkie (1Km range)	Nos.	02
24	Safety helmet & glasses	Nos.	02
25	Humidity Measuring kit	Nos.	02
26	AC Maintenance tool Kit	Nos.	02

27	Psychrometer	No	01
28	Velocity Anemometer	No	01
29	Multi meter	Nos	02
30	Noise level & vibration meter	No	01
31	Tong Tester	No	01
32	Screw Driver kit including Tester	Sets	03
33	Spanner set in standard tool box	Pairs	01
34	Earth electrodes	No	01
35	Clip on ammeter/voltmeter	Set	01
36	A/C standard tool kit D.I. Pipe Repair tools	Set	01
37	Flaring tools & assembly Kit First Aid Kit	Set	01
38	Brazing Kit	Set	01
39	Welding kit	Set	01

Sd/-
for Chief Construction Engineer (R&D)S

ANNEXURE – V

CONSUMBLES TO BE MAINTAINED BY CONTRACTOR

FOR

OPERATION AND MAINTENANCE OF E&M INSTALLATIONS FOR PREFABRICATED ASSEMBLY BAY UNDER PROJECT SWARM AT NSTL, VISAKHAPATNAM

TENDER ENQUIRY NO:

CCE(R&D)S/ENQ/O&M/SWARM/NSTL/02/2026-27 Dated 18 May 2026

CONSUMABLES

Consumables to be supplied by the Contractor for Operation and Maintenance of E&M Installations viz for Internal & External Electrification, DG Sets, EOT Cranes, Air conditioning system, Fighting system, Water supply, Water coolers with RO, and Area Lighting

A) Carbon tetra chloride (CTC) solution

a) Cotton Waste

b) Sand/Emery Papers

c) Wire brush

d) Grease & oil

e) Caustic Soda

f) Insulation tape LT & HT

g) Petroleum jelly, Grease

h) Teflon tapes

i) Salt for earth pits, caustic soda for cleaning

j) Wire fuses

k) Bolts & Nuts, Washers etc.

l) Cooling pipe cleaning materials

m) Drain pipe cleaning materials

n) General Hardware like washer, nuts, bolts, etc.

o) Consumable Items which are not included above for smooth functioning of equipments shall bee part of scope of work. Nothing extra shall be paid.

Sd/-
for Chief Construction Engineer (R&D)S

SCHEDULE OF MAN POWER

FOR

OPERATION AND MAINTENANCE OF E&M INSTALLATIONS FOR PREFABRICATED ASSEMBLY BAY UNDER PROJECT SWARM AT NSTL, VISAKHAPATNAM

TENDER ENQUIRY NO:

CCE(R&D)S/ENQ/O&M/SWARM/NSTL/02/2026-27 Dated 18 May 2026

SCHEDULE OF MAN POWER

MAN POWER REQUIREMENT FOR SITE SWARM NSTL, VISAKHAPATNAM

Location	Gen Shift		
	Highly Skilled	Skilled	Unskilled
Supervisor	1		
DG Operator		1	1
A/c Technican		1	1
Leave Reserve		1	
	1	03	02

Category	Total	Qualification
Highly Skilled	01	Degree with three years experience/Diploma with five years years experience
Skilled	03	ITI with three years experience
Un skilled	02	10^{th} pass with three years experience

ANNEXURE – VII

BILL OF QUANTITIES

FOR

OPERATION AND MAINTENANCE OF E&M INSTALLATIONS FOR PREFABRICATED ASSEMBLY BAY UNDER PROJECT SWARM AT NSTL, VISAKHAPATNAM

TENDER ENQUIRY NO:

CCE(R&D)S/ENQ/O&M/SWARM/NSTL/02/2026-27 Dated 18 May 2026

ANNEXURE – VIII

LIST OF APPROVED MAKE OF MATERIALS

FOR

OPERATION AND MAINTENANCE OF E&M INSTALLATIONS FOR PREFABRICATED ASSEMBLY BAY UNDER PROJECT SWARM AT NSTL, VISAKHAPATNAM

TENDER ENQUIRY NO:

CCE(R&D)S/ENQ/O&M/SWARM/NSTL/02/2026-27 Dated 18 May 2026

LIST OF APPROVED MAKE OF MATERIALS
(FOR ELEC and MECH WORKS)

S.No	Materials	Manufacturer/Vendor
1	Modular type Switches/Sockets/Fan Regulators/Telephone/LAN/TV Front plates and Anodised GI Boxes	MK India-Blenze/Legrand (Myrius)/North-West/Crabtree, Anchor, Wipro
2	FRLS Insulated Copper Conductor Wires	Lapp/Finolex/RR Kabel
3	FRLS conduits & Accessories	Sudhakar/Precision/Nelco Avonplast
4	Metal Clad Sockets	Legrand, Hager, Schneider, Hensel, L&T
5	MCBs/MCB Distribution boards	Legrand, Hager, Schneider, L&T, Siemens
6	Light Fixtures	Philips, Wipro, Havells, Crompton
7	Exhaust Fans	Usha, Almonard, Havells, Crompton, GEC, Panasonic
8	Ceiling Fans	Usha, Havells, Crompton, GEC, Panasonic, Almonard, Bajaj, Khaitan
9	Buzzers	Anchor, Goldmedal
10	Telephone Cables	Delton, Mazda, Finolex, Havells
11	MV Switchgear	Siemens, L&T, Schenider, GE, ABB, Merlin Gerin, GEC.
12	Measuring Instruments	Conzerv, Elmeasure, AEI, Meco, Imp, Enercpm, L&T
13	MV Panels	CPRI approved manufacturers having type test reports for short circuit &temp rise issued recently(not earlier than two years)
14	HT Cables	Unistar, NICCO, Finolex, KEI, Torrent, Havells
15	MV & Control Cables	Unistar, NICCO, Finolex, KEI, RPG, Havells, Torrent
16	Cable Glands	HMI, Comet, Brasco, Jainson
17	Cable Lugs	Dowell's, 3D, Hex, Jainson
18	GI Pipe	Tata, Jindal Hisar, Zenith
19	Maintenance Free earth station	Galaxy, Universal, Dual Mason, Erico, JEF

20	TVSS	ABB, Obo-Bettermen, Schenider
21	FLP Switchess, Sockets & Light fixtures	Baliga, Sudhir, FCG, Philips, Crompton, Wipro, Bajaj.
22	Vaccum Circuit Breakers & SFU	Siemens, Schneider, Crompton Greaves, GE, ABB (Relays shall be same make as breakers), L&T, Alstom, Havells
23	Transformers	GE, Crompton Greaves, ABB, Areva, Schneider, Siemens, Kirlosker, Alstom, GEC
24	Capacitors	Neptune, Epcos, Schneider, Legrand, ABB, Unistar, L&T, Simens, Havells
25	HT CTs/PTs	AE, Kappa, Jyothi, Kalpa, Pragathi, Huphen Electromech
26	LT CTs/PTs	AE, Kappa, Jyothi, Kalpa, Pragathi.
27	Electronic Meters	Conzerv, Elmeasure, AE, Meco, ProkDvs
28	Power Factor Control Relay	Alacrity, Beluk, Neptune, L&T, Epcos, Schenider
29	Heat Shrinkable Jointing Kits	Raychem, 3M, CCI
30	Battery/Battery Charger	Amara Raja, HBL Nife, Universal, Exide, Amco
31	Diesel Engines	Cummins, Cater pillar, MTU, Volvo, Ashok Leyland, Kirloskar
32	Alternators	KEC, Stamford, Leroysomer, Toyodenky, Kirloskar, Mitsubishi.
33	Electronic Relays	Woodwards, DEIF, AVK-SEG, GCU of powerica.
34	Capacitor Switching conductors	ABB, Merlin Gerin, Siemens, L&T, Lovato
35	Power system relays	ABB, Siemens, Alstom, Areva, GE, L&T
36	Substation panels	Schneinder, Areva, Ames Impex, Voltamp
37	Twisted pair/control cables	Finolex.
38	Street light fixtures	Crompton Greaves, Philips, Bajaj
39	Telephone Sockets	MK India, Wipro, Legrand.
40	PVC Conduits & Accessories	Sudhakar, Nelco
41	ACBs/MCBs/TPNSFUs	L&T, GEC, Alstom, Crompton, Siemens
42	Underground cables	Nicco, Terexel, Havell.

43	Outdoor isolator with fuses GODO (11KV)	Skipper, Pactil
44	Lightning arestor 11 KV	Elpro, WSI
45	Pin/Disc/Stay insulation 11 KV	BHEL
46	Fire extinguishers	Minimax, Vijay, Safex
47	Horizontal Centrifugal Fire Water Pumps	Kirloskar, Beaconweir, Mather Platte
48	Raw Water/Treated Water/ Soft Water pumps	Kirloskar, Grundfos, Beasconweir
49	Motors	Kirloskar, Crompton, Seimens
50	Pressure switch	Switzer, Infoss, Danfoss
51	D.I Pipes	Electrosteel, Lanco, Kalahasti
52	Mechanical Joint Fittings	Electrosteel, Orient Rubber
53	Underground Pipe protection	IWL India Limited
54	CI Slim Seal Butterfly Valves	Audco, Intervalve, Advance
55	Electrically Operated Butterfly Valves	Audco, Intervalve, Advance
56	Dual Plate Check Valves(Non Return)	Audco, Advance
57	Gun Metal Gate Valves	Leader, Zoloto
58	Earth Station	Universal, Mason, Erico, JEF
59	Sluice Valves	IVC, Audco, Kirloskar
60	Air Valves	H Sarker, Sant
61	Engines	Cummins, Cater Pillar, Mitsubishi, Kirloskar, MTU, Volvo
62	Valves	Audco, Zoloto
63	FLP Push Button Stations	Baliga, FCG, Sudhir
64	MS Pipe	Tata, Jindal
65	LED Indications	Siemens, Schneider
66	Relays	AVK SEG, Woodward, DEIF, GCU of Powerica
67	Fuel Line (ERW as per IS 1239)	Jindal Hissar upto 1500 mm dia jindal-GBD above 1500 mm dia,
68	Anti Vibration pads	GERB, DUNLOP, MRF

69	Pressure Gauges	FEBI, H.Guru, Bicol
70	Digital Flow Meter	Kent-Aqua Metro (Sansang)
71	MCCB	Siemens, L&T, ABB, Scheinder
72	Geysers	Racold, Usha Lexus, Crompton Greaves
73	FRLS Copper conductor wires	Finolex, Havells,
74	EOT Cranes	Pedvak, Elmech, Rank, Mukand, Toyjm and Unique industrial Handlers Pvt Ltd, Chennai, Electromech and Vinay Cranes.
75	DG sets	Cummins, Cater Pillar and Kirloskar.
76	Gear Boxes	New ALLENBERRY, Cyclotransmission, ELICON, Nuteck, Electromech, SEW Eurodrives and Premium transimission ltd., Pune.

LIST OF APPROVED MAKE OF MATERIALS (FOR MECH WORKS)

S.No	Materials	Manufacturer/Vendor
AIR CONDITIONING		
1(a)	Condensing units (DX)	Blue Star/Carrier/Voltas/ETA/ Hitachi/Daikin
(b)	CHILLERS	Carrier/Dunhambush/TRANE/YORK / Mcquay (Kirloskar)
(c)	VRF units	Mitsubishi Electric / Daikin / Carrier /Toshiiba
(d)	Precission A/C	Climaventa/Emerson/Schneider
2	Pumps	Beacon/Kirloskar/Mather&Platt/Grundfos/ KSB / ITT/Armstrong
3	Air Handling Units	Systems Air/Blue Star/Zeco/Edge Tech/ETA/Citizen(Ahemadabad)/caryaire/Suvidha
4	Ventilation Units	Blue Star/ETA/Krugger/Nicotra/System air
5	Fans for AHUs and Ventilation Units	Krugger/Nicotra/Camfri/EBM Papst
6	Inline fans	Krugger/Nicotra/Camfri/EBM Papst
7	Motors	ABB/Crompton/GE/Kirloskar / Siemens
8	Hot Water Generator	KEPL/ Emerald / Rapid Cool
9	Pan Humidifier	KEPL/ Emerald / Rapid Cool
10	Copper pipes	Mandev/Totaline

11	MS Pipes	Tata/Jindal Hisar/Zenith/ SAIL
12	Butterfly valves	Audco/Intervalve/Advance Crawley & Ray
13	Gate valves/Globe valves	Leader/Sant/Audco
14	Check valves	Advance/Intervalve/Audco
15	Y Strainers with magnetic screen	Sant/Lehry/Advance/Zoloto / Emerald / DS Engg.
16	Expansion tank	Syntex
17	Thermometers	Fiebig, Mumbai/Waree Instruments Ltd, Mumbai/Forbes Marshall P. Ltd, Pune
18	Pressure Gauges	Fiebig, Mumbai/Waree Instruments Ltd, Mumbai/Forbes Marshall P. Ltd, Pune / H Guru
19	Balancing valve	Castle/Advance/Arrow / Tour & Anderson
20	3 way motorized valves	Honeywell/Sauter/Jhonson/Siemens / Stefa
21	GI sheets	SAIL/TATA/JINDAL HISAR / HSL
22	Spiral ducting	GP Spiro/Helical Tubes
23	Fiber glass insulation	UP Twiga / Kimmco/ Owens Corning / Beardsells
24	Nitril rubber insulation/XLPE insulation	Armacell/K Flex / A Flex / supreme / Thermoflex
25	Automatic Air Vents	Anergy
26	Grilles/Diffusers/Volumecontrol Dampers/Collar Dampers/Louvers	Caryaire/Ravistar/Airmaster/Airbreeze
27	Vibration Isolators	Dunlop (I) Ltd/Resistoflex P. Ltd, Noida
28	Cable trays	Patny Systems P Ltd, Hyd/ProfabEngineers P Ltd, Sec'bad/Indiana Cables Trays Corporation, Mumbai / Legrand (Cablofil)
29	Electricals panels	Panel Builders having CPRI approved type test reports for short circuit & inhouse temp rise issued recently (within last two years) with approved Switchgear - Siemens/L&T/Legrand/GE / Schneider
30	MV Switchgear	Siemens/Schneider/L&T/GE/Legrand
31	LT Cabling	Universal / Unistar/NICCO/Finolex / KEI / Torrent Cables Ltd - vadodara
32	Fire Dampers	Caryaire / Ravistar / Airmaster/ Air Breeze / GreenCheck (UL Rated)

33	Damper Actuators	Belimo Actuators (I) P.Ltd, Mumbai/Siemens/Honeywell
34	Digital Temp & RH indicators	Siemens/Honeywell/Johnson
35	Grills/Diffuser	Ventura/Airmaster/Systemair / caryaire

Signature Not Verified
Digitally signed by SRINIVAS REDDY BOKKA
Date: 2026.05.18 16:50:16 IST
Location: eProcure-ERROC