



**DEFENCE RESEARCH & DEVELOPMENT ORGANISATION (DRDO)
MINISTRY OF DEFENCE**

GOVERNMENT OF INDIA



TENDER FOR

**PROVISION OF INTEGRATION, PARKING AND MAINTENANCE WORKSHOP HANGER WITH ANNEXE
BUILDING AT DIHAR, LEH**

**Enquiry No. CCE(R&D)N/DG(ACE)MAJ/ENQ-I/CCE-01/MAR/2025-26
Dated 03 JUNE 2026**

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Name of work: **PROVISION OF INTEGRATION, PARKING AND MAINTENANCE WORKSHOP HANGER WITH ANNEXE BUILDING AT DIHAR, LEH**

Enquiry No. :CCE(R&D)N/DG(ACE)MAJ/ENQ-I/CCE-01/MAR/2025-26 dated 03 June 2026

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Tele : 26767200
Fax : 26767225



No.CCE(R&D)/N/DG(ACE)/MAJ/ENQ-I/CCE-01/MAR/2025-26

No. CCE(R&D)/N/DG(ACE)/MAJ/ENQ-I/CCE-1/MAR/2025-26
GOVERNMENT OF INDIA, MINISTRY OF DEFENCE,
DEFENCE RESEARCH & DEVELOPMENT ORGANISATION,
CHIEF CONSTRUCTION ENGINEER(R&D) NORTH
DEVELOPMENT ENCLAVE, RAO TULA RAM MARG,
BEHIND ARMY HQ CAMP, DELHI CANTT – 110 010.
E-Mail: ccernd.north@gov.in

Dated : 03 June 2026

NOTICE INVITING TENDER [Through e-tendering] :

E-Tenders are invited from the contractors for carrying out RDCE works for issue of the following tender. Details of work are given as under :-

Name of work: **PROVISION OF INTEGRATION, PARKING AND MAINTENANCE WORKSHOP HANGER WITH ANNEXE BUILDING AT DIHAR, LEH**

Estimated cost : **1255.12 Lakhs (Approx).**

Period of completion : **18 (Eighteen) Months**

Critical dates:-

Date of Publishing : **03 June 2026 (18:30 Hrs)**

Date of downloading the tender : **04 June 2026 (10:00 Hrs)**

Date of Pre bid Meeting : **11 June 2026 (10:00 Hrs)**

Date of start of submission of bid : **17 June 2026 (10:30 Hrs)**

Last date of Bid submission (online) : **24 June 2026 (15:00 Hrs)**

Date of Opening of (Technical Bid) : **25 June 2026 (15 :00 Hrs)**

Date of Opening of (Financial Bid) : **Date will be available online to the eligible bidders after Completion of evaluation of technical bid**

2 i) Cost of tender documents : **NIL**

ii) Amount of Earnest Money Deposit : **Rs 2255120.00**

3. Category & Class of Contractors :— The agencies who are enlisted with DCWE for Composite Category under Class-I or above subject to fulfilment of PQ Criteria.

4. The complete tender document can be accessed & downloaded from CPP Portal <https://eprocure.gov.in>. Please check regularly the website for any changes/modifications/amendment in the tender.

5. E-tenders shall be published on Central Public Procurement of NIC (<https://eprocure.gov.in>) and the contractor shall be required to quote their rate on the said e-tenders. All revisions, clarifications, corrigendum, addendum etc. to the tenders (if required) shall also be hosted on the CPP Portal hence the contractors are advised to regular visit for the site & keep themselves updated. The bidders are again advised to get themselves registered on CPP Portal, and also ensure that login ID details of the bidders are communicated to tender inviting office. Please note that tender will not be issued to the agencies that are not registered on CPP Portal & not communicated their login ID details to tender inviting office.

**6. PQ Criteria :-**

Any tenderer who fails to submit or meet the mandatory requirements as brought out herein below will be disqualified and application shall be treated as non responsive.

- (a) The firm should not have incurred any loss (profit after tax should be positive) in more than two years during the last 05 five consecutive years ending upto previous financial year i.e FY 2024-25 duly audited and certified by the chartered accountant.
- (b) Average Annual Financial turnover on construction should be at least 30% of the estimated cost **(Rs.1255.12 Lakh @ 30%= Rs.376.53 lakh)** during the immediate last 03 (three) consecutive financial years. (These documents should be duly certified by chartered Accountant with UDIN). Format enclosed as **Appendix - 'F'**
- (c) Undertaking regarding No Engineers or any other official employed in engineering or administrative duties in any engineering department of the Government of India/ state government/ central and state PSUs is allowed to participate as a bidder or as an employee of the bidders for a period of one year after retirement from service unless he has obtained prior permission of his employer government to do so.
- (d) Condition of banned Business-Employer or any Central / State Government Department or Central / State autonomous body / Central Public Sector undertaking or any other Government entity or local body should not have suspended / debarred / blacklisted (either permanently or temporarily) the tenderer from participating in any bid or doing any business, as on last date of submission of the bid. No contract of the tenderer executed either individually or in a JV / consortium should have been rescinded / terminated by any central / State Government Department or Central / State Autonomous Body or Central / State Government Department or Central / State Autonomous Body or Central state public sector undertaking or any other Government entity or local body after award during previous three years (from the last date of submission of the bid) due to non-performance of tenderer. Tenderer shall submit an undertaking to this effect as per prescribed format of the tender document. The bidders should have not been black listed by any agency / department / autonomous body as per **Appendix – 'E'**.
- (e) Joint Venture (JV) consortium are not permitted for the bid. The applicant shall submit an undertaking for the same as per **Appendix – 'J'**.

7. BIDDING CAPACITY OF BIDDERS

Bidding capacity of bidders will be calculated as per the below formula / procedure:-

Bidding Capacity = [AxNx2] – B
Where,

A = Maximum value of construction works executed in any one year during the last 07 (seven) years taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of work for which this bid has been invited.

B = Value of existing commitments and ongoing works to be completed during the period of completion of work for which this bids has been invited.

Note:-

- (I) The bidding capacity of the contractor obtained from above formula should be equal to or more than the estimated cost of the work put to tender.
- (II) In case the tenderer is lowest, the tendered amount will be considered as his work load for the purpose of calculating the bidding capacity in subsequent tenders issued by CCEs.
- (III) The bidder shall submit the bidding capacity as per the formula above along with supporting documents i.e. copies of LOI / work order for all works specified in formula for bidding capacity.



- (IV) **Bidding capacity will be evaluated as on date of opening of Tender and qualification / disqualification will be decided accordingly.**
- (V) The bidder shall submit the bidding capacity as per **Appendix H** for "Declaration of Bid Capacity" where the bid capacity will be mentioned as calculated as per the formula above along with submission of supporting documents i.e. copies of LOI / Work Order for all work specified in formula for bidding capacity.

Note:-The Existing commitments as per Appendix- I should be signed by applicant and CA with UDIN No.

8. Bidders are advised to submit the hard copy of following documents before opening the Technical bid:-

- (a) Undertaking for Near Relatives Working In DRDO as per performa (**Appendix -'B'**)
- (b) Certificate for acceptance of terms and conditions of tender as per (**Appendix 'C'**)
- (c) Bank Guarantee for Earnest Money Deposit as per (**Appendix 'D'**)
- (d) Undertaking for Banned Businesses as per Performa (**Appendix 'E'**)
- (e) Annual Turnover duly audited by Chartered Accountant as per preforma (**Appendix 'F'**)
- (f) Integrity pact (**Appendix-G**)
- (g) Declaration for Bidding capacity as per Proforma (**Appendix 'H'**)
- (h) Existing commitments as per **Appendix 'I'**
- (i) Undertaking for JV consortium. **Appendix 'J'**

9. **PRICE BID :-**

- (a) **Schedule of Items (Percentage BOQ):** Bidders should quote online as per the price bid format in excel sheet and in the allotted space only. **In no case, price bids shall be submitted in hard copy.**
- (b) Bid documents will be digitally signed by authorized person of the Bidder or holding necessary power of attorney.
- (c) Terms and Conditions as stipulated in the Bid documents is NOT NEGOTIABLE and conditional offer shall be rejected.

Note:-

- (a) The agencies not fulfilling PQ criteria mentioned in NIT para 6 and 7 and not submitted the documents as per NIT para 8 shall not be considered eligible for opening of financial bid.

For any clarifications in connection with these tender documents & drawings, tenderer may contact the following addresses: -

Address:- CHIEF CONSTRUCTION ENGINEER (R&D) NORTH
DEFENCE RESEARCH & DEVELOPMENT ORGANISATION
DEVELOPMENT ENCLAVE, RAO TULA RAM MARG,
BEHIND ARMY HQ CAMP, DELHI CANTT – 110 010.

Phone No. :- 011-267672200 / 011-26767212

10. Chief Construction Engineer (R&D) North reserves the right: -

- (a) To postpone/change/cancel the above-mentioned date, modify the terms and conditions include new items and conditions, split and distribute the work amongst more than one agency etc., in the interest of the Projects(s)/department, without assigning any reasons whatsoever.
- (b) To ask further clarifications etc., any time, as and when required.
- (c) To cancel the Advt./Enlistment of the agency against the above tender, any time without assigning any reason whatsoever for which no claim on any ground shall be entertained.



- (d) To verify the particulars furnished by the tenderers independently, if any information furnished by the tenderers is found incorrect at any stage, the agency shall be liable to be debarred from tendering/cancellation order including imposition of penalty, any other action as deemed necessary.
- (e) To accept or reject any or all the applications received, at its discretion, without assigning any reasons whatsoever for which no claim on any ground shall be entertained. Additional conditions put forth by the agencies, shall be summarily rejected.

11. Any agency willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-procurement system, through logging on to <https://eprocure.gov.in> and intimated their login id to this office. The agency is to click on the link for e-tendering site as given on the web portal well before the date of start of bid submission. Once date of bid submission started their request will not be considered for issue of tender inquiry for the tender, however their (Login ID) will be updated and may participate in next tenders in future.

12. **Dispute resolution Board**

The constitution of Dispute Resolution Board (DRB) in terms of GCC Article 42 shall be as under :-

Chairman	:	Director (DCW&E)
Member	:	(i) Rep of DCW&E (ii) Rep of User Estt (iii) IFA (R&D) (iv) CCE(R&D)North
Member Secretary	:	Project Manager, CCE(R&D) North

13. **Independent External Monitors (IEMs)**

"In case of any grievance / dispute wrt the integrity pact / tendering process, you may approach the independent external monitors as per details given below :-

(j) Shri Gangaram Aloria, IAS (GJ:1981) (Retd),
E-mail: aloriag@yahoo.co.uk

(ii) Shri Sarvagya Kumar Srivastava, Central Engineering Service Gr "A" (1980) (Retd),
E-mail: sarvagyas@hotmail.co

Any grievances related to tendering process / procedures should be addressed only to the IEMs only and not through any other channel.

In case of any grievance pertaining to the tendering process, you may refer the matter to the IEMs as mentioned at para- (13) above.

Yours faithfully

**(Rajneesh Singh)
Scientist- 'E'
for Chief Construction Engineer(R&D)North**



E-Tendering

Tel :011-26767251, 206
Fax :011-26767225

No.CCE(R&D)N/DG(ACE)MAJ/ENQ-I/CCE-01/MAR/2025-26
GOVERNMENT OF INDIA-MINISTRY OF DEFENCE
DEFENCE RESEARCH & DEVELOPMENT ORGN.
CHIEF CONSTRUCTION ENGINEER (R&D) NORTH
DEVELOPMENT ENCLAVE, RAO TULA RAM MARG,
BEHIND ARMY HQ CAMP, DELHI CANTT - 110 010.
E-Mail: ccernd.north@gov.in

Dated: **03 June 2026**

TENDER AND CONTRACT FOR WORKS REQUIRED

M/s _____

Subject: **PROVISION OF INTEGRATION, PARKING AND MAINTENANCE WORKSHOP
HANGER WITH ANNEXE BUILDING AT DIHAR, LEH**

A set of tender documents along with BOQ for the work mentioned above is uploaded on **03 June 2026** at CPP Portal of <https://eprocure.gov.in>.

1. The last date of receipt of online application Part-A and Part-B respectively along with scanned copies of documents mentioned in Notice Inviting Tender shall be **24 June 2026 upto 1500 hrs.**
2. The complete tender including priced BOQ shall be uploaded by tenderers at CPP portal of <https://eprocure.gov.in> on or before the due date of bid technical bid i.e **24 June 2026 upto 15:00hrs.** The Technical bid will be opened on **25 June 2026 at 15:00 hrs.** Opening date of Price Bid will be intimated after Technical Evaluation.
3. Conditional Tender is not acceptable.
 - (a) Tenderer is not permitted to make any condition or alteration or insertion in the tender document other than the amendments issued by the Department. The applicability of amendment issued by the Department shall hold good irrespective of addition/alteration, if any, carried out by the tenderer in their offer.
 - (b) Kindly ensure that all errata/amendments/issued prior to the due date are accounted for in the offer as is decided to be submitted.

**THE PRESIDENT OF INDIA DOES NOT BIND HIMSELF
TO ACCEPT THE LOWEST OR ANY TENDER**

Signature of Officer issuing the documents _____
Appointment : Chief Construction Engineer(R&D)North
Dated : 03 June 2026

**INFORMATION & INSTRUCTIONS TO TENDERERS****PROVISION OF INTEGRATION, PARKING AND MAINTENANCE WORKSHOP HANGER WITH ANNEXE BUILDING AT DIHAR, LEH****1. RECEIPT OF TENDER**

The complete tender documents shall be received on CPP portal at <https://eprocure.gov.in> on or before **15:00 hrs of 24 June 2026**.

2. REFERENCE CODE FOR TENDER

Tender Enquiry No. : **CCE(R&D)N/DG(ACE)MAJ/ENQ-I/CCE-01/MAR/2025-26 dated 03 June 2026**

3. TENDER DOCUMENTS

Tender documents shall comprise of **Part-A** and **Part-B**

PART-A i.e. TECHNICAL BID

The bid shall become invalid if the bidder does not fulfill therequirements of the following documents:

- a) Abide by the Information & Instructions to tenderers.
- b) Performa for Agreement as per (**Appendix 'A'**)
- c) Undertaking for Near Relatives Working In DRDO (**Appendix -'B'**)
- d) Certificate for Acceptance of Terms and Conditions of Tender as per (**Appendix 'C'**)
- e) Bank Guarantee for Earnest Money Deposit as perperforma (**Appendix 'D'**)
- f) Undertaking for Banned Business (**Appendix 'E'**)
- g) Annual Turnover duly audited by Chartered Accountant (**Appendix 'F'**)
- h) Integrity Pact (**Appendix 'G'**)
- i) Performa For Declaration of Bidding capacity (**Appendix 'H'**)
- j) Existing commitments as per **Appendix 'I'**
- k) Undertaking for JV consortium. **Appendix 'J'**
- j) Special condition of contract
- k) General Conditions of Contract
- l) List of Approved Makes Materials
- m) BOQ Notes and Schedule 'A' of items (Percentage BOQ)

PART-B i.e. PRICE BID:

- (a) **Schedule of Items (Percentage BOQ):** should quote online as per the price bid format in excel sheet and in the allotted space only. **In no case, price bids shall be submitted in hard copy.**
- (b) Bid documents will be digitally signed by authorized person of the Bidder or holding necessary power of attorney.
- (c) Terms and Conditions as stipulated in the Bid documents is NOT NEGOTIABLE and conditional offer shall be rejected.

4. SUBMISSION OF TENDER:

- 4.1 Bid documents are to be submitted at CPP Portal of <https://eprocure.gov.in>.
- 4.2 Documents should **be scanned, uploaded and submitted online in PDF or Excel** form as per para No.6 and 07 of NIT Para No.3 of instruction to tenderer and all tender documents digitally signed on or before the bid closing date mentioned in tender otherwise their tender is liable to be rejected.
- 4.3 The documents submitted by the Contractors should comply with the requirement of NIT having no discrepancy in signature and seal where required.
- 4.4 Bid documents will be **digitally signed by the tenderers**.



4.5 Terms and Conditions as stipulated in the draft contract Agreement is NOT NEGOTIABLE and **conditional offer shall be rejected.**

4.6 In case any documents (from the list of documents mentioned in Enq/NIT) are found deficient , the same must be submitted within 07 days after intimation by this office, failing which the tender shall be liable for rejection.

5. **CLARIFICATION ON TENDER DOCUMENTS**

For any clarifications in connection with these tender documents & drawings, tenderer may contact the following addresses: -

**THE CHIEF CONSTRUCTION ENGINEER(R&D)NORTH
DEVELOPMENT ENCLAVE, RAO TULA RAM MARG,
BEHIND ARMY HQ CAMP, DELHI CANTT. -110 010.**

6. **INSPECTION OF SITE**

Tenderer is advised to inspect the site of work & acquaint himself with working conditions including constraints, if any and **collect all necessary information** for carrying out the work. The costs of any such visits/ site inspections shall be entirely at the contractor own expense. Before submitting a tender, the contractor will be deemed to have satisfied himself by actual inspection of the site and locality of the work, that all conditions liable to be encountered during the execution of the work are taken into account and that the rates the contractor enter in the tender forms are adequate and all-inclusive for the completion of the work to the entire satisfaction of department.

7. **LANGUAGE**

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

8. **VALIDITY OF TENDER**

Tender and the price/rates quoted shall remain valid for acceptance **for a period of 120 calendar days** from the date of opening of financial bid.

9. **SIGNING OF TENDERS**

Tender shall be digitally signed by person/persons holding necessary power of Attorney. Documentary evidence shall be submitted alongwith the tender to prove that the signatory to the tender is competent & authorised to submit tender.

10. **EARNEST MONEY**

Tender shall be accompanied by Earnest money as stated below:-

Total Amount of Earnest Money **Rs 2255120** /- out of which minimum of **Rs.20,00,000/-** shall be submitted in the form of a Treasury Challan / Deposit at Call receipt guaranteed by the Reserve Bank of India / Banker's Cheque / Demand Draft / Fixed Deposit Receipt (FDR) drawn on a scheduled Bank and the remaining **Rs 255120/-** May be submitted in the form of Bank Guarantee drawn on a scheduled Bank in favour of :-

**Chief Construction Engineer (R&D) North,
Payable at :New Delhi**

The Bank Guarantee submitted as a part of Earnest Money shall be valid for a period of **06 (six)** months from the date of submission of the tender. Bank Guarantee shall be furnished as per the Proforma enclosed (**Appendix-D**). Tender documents not accompanied with necessary earnest money / documents shall be liable to rejection. The Earnest Money shall not earn any interest.

Address:-

**THE CHIEF CONSTRUCTION ENGINEER (R&D) NORTH
DEFENCE RESEARCH & DEVELOPMENT ORGANISATION,
DEVELOPMENT ENCLAVE, RAO TULA RAM MARG,
BEHIND ARMY HQ CAMP, DELHI CANTT- 110 010.
PHONE : 26767200, 26767223 & 26767203**

**Forfeiture of Earnest Money**

a) If the Bidder 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 Bidder once the earnest money of all the Bidders except those of the lowest is refunded.

b) In case of forfeiture of earnest money as prescribed above para, the Bidder shall not be allowed to participate in the retendering process of the said work.

11. OPENING OF TENDER

Tender "Part-A" which consists of documents(scanned copy) as listed at Para 6 and 7 of NIT and 3above shall be opened on **25 June 2026 at 1500 hrs** online& shall be available online to all eligible tenderers. Tender "Part-B"containing priced BOQ will be opened after technical evaluation of the eligible tenderers.

In addition to the above original EMD as per para 10 & other documents as asked as per Notice Invitation Tender (NIT) para 6 and 7 is to be submitted on or before**24 June 2026 at 1500 hrs** otherwise their technical bid will not be opened and such tender will be rejected.

12. EXPENSES FOR TENDER PREPARATION

For the preparation and submission of tender, tenderer shall not be entitled to claimany cost expenses or other claims whether or not the tender is accepted, rejected or, invitation to tender withdrawn or cancelled.

13. COMPLETENESS OF TENDERS

The scope of work, terms & conditions and other details have been specified in the tender documents. Tenderer shall prepare & submit his tender keeping in mind the completeness of works indicated on tender documents. Any tenderer 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 rejected.

14. 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 reason whatsoever. The amendment/errata issued by the owner shall be read carefully in conjunction with the tender documents. The contract price/rate/amount shall be deemed to be worked out taking into account amendment/errata also.

15. 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 also reserves the right to accept a tender either in whole or in part. Break-up of prices/items rates shall be binding on the tenderer even in the case of acceptance of tender in part.

(a) The bidder has to produce the original documents at the time of scrutiny if required by the Department.

(b) The tender with whitener and correction fluid will be rejected.

(c) Overwriting should be avoided Correction, if any, should be made by neatly crossing out, initialling, dating and rewriting.Pages of the eligibility criteria document are numbered. Additional sheets, if any added by the bidder, should also be numbered by him. They should be submitted as a package with signed letter of transmittal. If it is not done is liable to be rejected.

16. TENDER NOT TO RESILE

The tender for the work shall remain open for acceptance for a period of **one hundred Twenty (120) days** from the date of opening of financial bid. If any tenderer withdraws his tender before the said period or issue of letter 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 participate in the retendering process of the work. However, tenderer shall be allowed to revise his offer only if required by tender appraisal



committee/tender standing committee based on the negotiation in order to give rebate on overall tender or on specific items(s)".

17. **WATER & ELECTRICITY**

Water & Electricity shall not be supplied by the department. The contractor will have to make his own arrangement for it.

18. **PERIOD OF COMPLETION** : **18 (Eighteen) Months**

19. **REGULATIONS, TAXES AND DUTIES**

The bidder shall comply all statutory obligations like, Registration with Labour Department, Payment of ESI, EPF, Bonus & Welfare issues along payment of taxes i.e.IT, GSTetc. all as applicable with respect to the stated work. If found at any stage, non-compliance of the same no further tenders will be issued duly foreclosing the awarded work, if any and matter will also be reported to the enlisting authority for de enlistment.No running account bill shall be paid for the work till the labour licences, registration with EPFO, ESIC & BOCW Welfare board whatever applicable are received by the Engineer-in-Charge.

20. **UNDERTAKING TO BE RENDERED BY THE TENDERER**

Undertaking shall be furnished in the envelope containing the documents as listed in para7 of "Notice Inviting Tender" failing which tender will be treated as non-responsive & will be rejected.

21. **PRECEDENCE OF DOCUMENTS**

In case of any discrepancy in technical specifications and / or schedule of items, the contractor shall seek clarifications from the Engineer and shall carryout the work in accordance with the clarification furnished by Engineer. Several documents forming part of the intended works are to be taken as complementary to one another. The following order of preference shall be observed for interpretation of the bid documents.

- (a) Description of Schedule 'A' / Bill of quantities / Instruction to Tenderers.
- (b) Technical Specifications / quality assurance plan.
- (c) Other Terms & Conditions mentioned anywhere where in the tender/ contract
- (d) General Conditions of Contracts
- (e) CPWD specifications including upto date correction slips
- (f) Indian Standards Specifications of BIS
- (g) ASTM, BS,orother foreign origin Code
- (h) Manufacturer's Specifications
- (j) Sound engineering practices orwell established local construction practices

22. **AGREEMENT:**

On finalization of the tender of the selected tenderer (L-1) shall enter into a contract Agreement(on a non-judicial stamp paper of value not less than **Rs. 100/- (Rupees one hundred only)** with the OWNER within one month. The format for agreement is as given in **Form – I**.

SITE VISIT SCHEDULE AND PROCEDURE

23. The contractor shall, if required by him, before submission of the tender enquire / Inspect about the location of work site, from office of the **CHIEF CONSTRUCTION ENGINEER (R&D) NORTH DEFENCE RESEARCH & DEVELOPMENT ORGANISATION, DEVELOPMENT ENCLAVE, RAO TULA RAM MARG, BEHIND ARMY HQ CAMP, DELHI CANTT- 110 010** and for any clarification and assistance all bidders are advised to contact on telephone number – **011 – 26767200, 253 (9:00AM to 6:00PM on all working days)**. All bidders whoever wants to visit the site location are advised to submit the name, Designation, ID Proof, Visible identification mark of their authorised personnel (maximum 02 persons from each agency) to above mentioned address for obtaining necessary security clearance for site visit.

The tenderers are encouraged to visit the site of work, and acquire all the information needed for construction means and methods either through their observations or through the means of seeking clarifications before the prescribed date mentioned in the tender. Responses to which be distributed to all concerned. A tender shall be deemed to have full knowledge of the site and no extra claim consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall responsible for arranging and maintaining at own all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract



documents. Submission of a tender by a tenderer implies that he has read all contract documents having made himself aware of the scope and specifications of the work to be done, including conditions and rates at which stores, tools and plant, etc. if any, will be issued to him by the Government. In addition he shall be aware of local conditions and other factors having a bearing on the execution of the work. The tenderers shall do this at their own cost, and examine the site and its surrounding to collect all the information that they consider necessary for proper assessment of the prospective assignment post award of work and also if they need to include any specific capability in this regard. It is to be noted that the project is in defence Area, which has certain restrictions and the tenderer may have to obtain permissions for the movement of manpower, machinery etc. from the concerned authorities at his own cost and effort along with police verification of all manpower to be deployed at site.

24 All the undertaking in response to NIT and all submissions in response to the Tender, by the successful agency shall form part of contract agreement.

25. **BANK DETAILS OF CCE(R&D)NORTH**

Lab Address	:	CCE(R&D)North, Development Enclave, Rao Tula Ram Marg, New Delhi - 110010
MICR No.	:	110002092
IFSC No.	:	SBIN0000583
Name in Account	:	CCE(R&D)North
Public Fund A/C No.	:	10569542567
A/C Type	:	CA (Govt. A/C)
Bank Address	:	SBI, Nirman Bhawan, New Delhi.
TAN/PAN No.	:	DELCO09236D
Bank Phone No.	:	011 – 23061814

26. **SEEKING ADDITIONAL PERFORMANCE SECURITY FROM THE BIDDERS WHO HAVE QUOTED ABNORMALLY LOW BID PRICE- Reg.**

1. Due to quality concerns and time being essence of the contract, it has been decided that CEAs will adopt the measures in all tender enquiries henceforth, as special Conditions of contract (SCC):-

"Additional performance security will be taken from selected 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 addition 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

25. Dispute resolution Board

The constitution of Dispute Resolution Board (DRB) in terms of GCC Article 42 shall be as under :-

Chairman	:	Director (DCW&E)
Member	:	(i) Rep of DCW&E (ii) Rep of UserEstt (iii) IFA (R&D) (iv) CCE(R&D)North
Member Secretary	:	Project Manager, CCE(R&D) North

26 GUIDELINES FOR THE CONTRACTOR DURING WORK EXECUTION

The Contractor shall follow the following guidelines and shall be bound to following terms & conditions during execution of work :-

- During the construction the area under construction will be guarded by Tin / GS sheets
- The work can be undertaken on all working days except closed holidays. Prior notice shall be required for working on holidays and during nights. The CONTRACTOR shall submit plan regarding working hours of his employees and workers at the site.
- As there will be various agencies/stakeholders at this site, digging work with JCB or HDD shall only be done with prior permission at all locations
- Entry and exit restrictions for labour : **After Security Verification.**
- Whether local labour will be permitted : **Yes (After Police Verification).**
- Whether labour from outside the state will be permitted: **Yes (After Police Verification).**
- Any external service lines like water supply, external electrification, OFC network, telephone lines etc. already existing at buildings location which needs to be shifted before construction of buildings: **Yes, if required to be shifted.**
- Specific period the station will be closed during

(a) the day	}	26 Jan, 15 Aug and 02 Oct
(b) the week		
(c) The month		
(d) The Year		
- Whether working at night will be permitted : **Yes, , with prior approval only.**
- Date of commencement of the work shall be reckoned from the 15th day from the date of issue of LOA and the date of completion shall be calculated from the date of commencement of the work.
- Site is located at an altitude of 3300m above msl. Temperature during summer varies from 5 degree Centigrade to 35 degree Centigrade and during extreme winter it varies from minus 28 degree centigrade to minus 8 degree centigrade. Max. Wind velocity in the region is 55m/sec and relative humidity falls in the range of 35% to 57%.



12. Building and support systems such as power supply & distribution, water supply and distribution, plumbing, sanitation and drainage system etc. shall be so built that they work under above mentioned climatic conditions throughout the year and on 24 x 7 basis.

The selection of material and equipments suitable for the site weather condition shall be the responsibility of the tenderer only after getting the prior approval from employer/engineer in charge. Thermal insulation, heating system and other necessary measures whatever and wherever required for the project shall be included. No extra payment shall be paid on account of this. All civil works and MEP services whether specified or not shall be executed, by the contractor considering the weather conditions of site, at no extra cost to the owner.

Tenderer is advised to inspect site of works and acquaint himself with the ground terrain, working conditions, local weather, total working period during a year, availability of construction material, labour etc., Constrains, location of site for setting up concrete batching plant, and such other necessary information required to carry out the work and complete the project in all respect within the stipulated contract period.

13. If the contractor wants to do any concrete work during any day on which the temperature falls below 5 degree centigrade than "IS 7861 (Part II): Code of practice for extreme weather concreting; recommended practice for cold weather concreting" has to be strictly complied.

14. Setting up a Testing Laboratory at site equipped with the apparatus needed for day to day testing of construction materials and works executed during construction period as directed by the Employer /Engineer-in-charge will be responsibility of the contractor. All tests which cannot be performed at site shall be carried out by the contractor from a certified/recognised test house approved by the Employer / Engineer in charge. No extra payment shall be paid on account of this.

**Appendix 'A'****PROFORMA FOR AGREEMENT**

This AGREEMENT made and entered on _____ day of _____ **Two Thousand Twenty Six** between the President of India acting by and through CHIEF CONSTRUCTION ENGINEER (R&D) NORTH, Development Enclave, Rao Tula Ram Marg, Behind Army HQ Camp, Delhi Cantt. – 110010 hereinafter referred to as the "OWNER" (which expression shall, unless excluded by or repugnant to the context or the meaning thereof, be deemed to include its successors and assigns) of ONE PART.

AND

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

WHEREAS, the OWNER invited the CONTRACTOR to submit tender for **"PROVISION OF INTEGRATION, PARKING AND MAINTENANCE WORKSHOP HANGER WITH ANNEXE BUILDING AT DIHAR, LEH**

AND

WHEREAS, the CONTRACTOR submitted their 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 his letter _____

AND

WHEREAS, the OWNER has accepted the tender submitted by the CONTRACTOR for the execution of the aforesaid work with reference to letter No. _____

AND WHEREAS, the CONTRACTOR has agreed to execute the aforesaid work on the terms and conditions as stated in tender documents & general conditions of contract and has also agreed to submit to the OWNER initial security deposit required to be paid within 10 days of acceptance of tender in accordance with the Tender.

NOW, THEREFORE, in consideration of the foregoing promises and mutual covenants herein contained, the parties hereby agree to fulfil the obligations stated in the tender documents alongwith contractors offer.
IN WITNESS

WHEREOF THE Chief Construction Engineer(R&D)North, Defence Research and Development Organisation, Development Enclave, Rao Tula Ram Marg, Behind Army HQ Camp, Post Box No.8, Delhi Cantt. - 110010 has set his hand for & on behalf of PRESIDENT OF INDIA.

AND

Shri duly authorised representative of the CONTRACTOR for and on behalf of M/s has affixed his signature and the seal of the said company in accordance with Articles of Association.

Signed and delivered by

Signed and delivered by

(_____)
For and on behalf of
M/s.....

(M S Rathore)
CHIEF CONSTRUCTION ENGINEER(R&D)NORTH
Accepting Officer
For and on behalf of PRESIDENT OF INDIA

WITNESS

1. M/s.....

1. Shri

2. M/s.....

2. Shri



Appendix-'B'

UNDERTAKING FOR NEAR RELATIVE WORKING IN DRDO

(To be Submitted on the Letter Head of Company / Firm)

Tender Reference No: **CCE(R&D)N/DG(ACE)MAJ/ENQ-I/CCE-01/MAR/2025-26**
Dated ...June 2026

Name of Tender/Work : **PROVISION OF INTEGRATION, PARKING AND MAINTENANCE**
WORKSHOP HANGER WITH ANNEXE BUILDING AT DIHAR, LEH

1. We (Name of bidder) do hereby undertake and certify that :-

(a) Following person having name..... is working in DRDO atplace.
Relation of working person with me is.....

OR

(b) No any relative of this firm director is working in DRDO at any place in india.

2. We also agree that if there is any misrepresentation of facts with regards to this undertaking, the same will be considered as "fraudulent practice" and Employer will have the right to take suitable disciplinary action.

Place :

Date :

Signature of authorised signatory of bidder with seal



Appendix 'C'

PROFORMA FOR ACCEPTANCE OF TERMS & CONDITION OF TENDER

CERTIFICATE

(To be given on Company Letter Head)

To,

Date:

The Chief Construction Engineer(R&D)North
Defence Research & Development Organisation,
Development Enclave, Rao Tula Ram Marg,
Behind Army HQ Camp,
Delhi Cantt. 110010.

Subject : **Acceptance of Terms & Conditions of Tender**

Tender Reference No:**CCE(R&D)N/DG(ACE)MAJ/ENQ-I/CCE-01/MAR/2025-26 dated .. Jun 2026**

Name of Tender/Work : **PROVISION OF INTEGRATION, PARKING AND MAINTENANCE
WORKSHOP HANGER WITH ANNEXE BUILDING AT DIHAR, LEH**

Dear Sir,

1. I/We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: CPP portal of <https://eprocure.gov.in> as per your Tender Enquiry Published on the CPP Portal, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. One to Last (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this offer.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/ corrigendum(s) in its totality/entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Government Department/ Public sector undertaking.
6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason thereof summarily reject the bid or terminate the contract, without prejudice to any rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of authorised signatory of Bidder, with Official Seal)

**Appendix 'D'****PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**Tender Reference No:**CCE(R&D)N/DG(ACE)MAJ/ENQ-I/CCE-01/MAR/2025-26 Dated 03 June2026**Name of Tender/Work : **PROVISION OF INTEGRATION, PARKING AND MAINTENANCE
WORKSHOP HANGER WITH ANNEXE BUILDING AT DIHAR, LEH**

This deed of guarantee made on day of **Two Thousand Twenty Six** 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)NORTH, Defence Research & Development Organisation, Development Enclave, Rao Tula Ram Marg, Behind Army HQ Camp, Post Box No.08, Delhi Cantt -10 (herein after referred to as the "OWNER").

WHERE AS M/s..... (Contractor's name) hereinafter referred to as "CONTRACTOR" having their registered office at is bound to deposit with the owner by way of Earnest money Rs..... (Rs..... only) in connection with their tender for (name of work) with reference to "OWNER" tender enquiry No..... dated as per specifications 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 THISWITNESSETH

That the surety in consideration of the above Tender made by the CONTRACTOR to the OWNER hereby undertakes 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.

Notwithstanding anything contained in the foregoing, the Surety's liability under the guarantee is restricted to `..... (Rupees only). The guarantee shall remain in force and affective upto and shall expire and become ineffective on intimation there-of 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 resiles 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.

Not with standing 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 thereafter.

for and on behalf of**(Banker's Name)**



Appendix 'E'

UNDERTAKING FOR BANNED BUSINESS

(To be Submitted on the Letter Head of Company / Firm)

Tender Reference No:**CCE(R&D)N/DG(ACE)MAJ/ENQ-I/CCE-01/MAR/2025-26** dated 03 Jun 2026

Name of Tender/Work:**PROVISION OF INTEGRATION, PARKING AND MAINTENANCE
WORKSHOP HANGER WITH ANNEXE BUILDING AT DIHAR, LEH**

1. We (Name of tenderer) do hereby undertaking and certify that :-

(a) Employer or Any Central / State Government Department or Central / State Autonomous Body or Central / State Public Sector Undertaking or any other Government entity or local body have not suspended / debarred / blacklisted (either permanently or temporarily) us from participating in any bid or doing any business, as on (last date of submission of the bid).

(b) No Contract executed either individually or in a JV / Consortium by us, have been rescinded / terminated by any Central / State Government Department or Central / State Autonomous Body or Central / State Public Sector Undertaking or any other Government entity or local body after award during previous three years (from the last date of submission of the bid) due to non-performance.

2. We also agree that if there is any misrepresentation of facts with regards to this undertaking, the same will be considered as "fraudulent practice" and Employer will have the right to take suitable disciplinary action.

(a) Not evaluate our Bid or consider the Bid for award of Contract and forfeit our EMD.

OR

(b) If the Contract has been awarded, to terminate the Contract.

Place :

Date :

(Signature of authorised signatory of Bidder, with Official Seal)

**Annexure –‘F’****ANNUAL FINANCIAL TURNOVER
(FINANCIAL SOUNDNESS AND PROFIT AND LOSS STATEMENT)**

This Form shall be duly certified by Chartered Accountant / Company Auditor in original under his signature, stamp and membership number:-

Name of the Tenderer: _____

Description	Financial data for Last 7 (seven) consecutive financial years starting from the financial year for which latest audited balance sheet is available (in NRI)						
	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
1. Annual Profit After Taxes							
2. Annual Financial Turnover							
3. Net Worth							

Note :

- (i) Attach copies of the audited balance sheets, including all related notes, income statements for the last five audited financial years, as indicated above, complying with the conditions given in succeeding paragraph.
- (ii) All such documents shall reflect the financial data of the applicant and not that of sister / parent company.
- (iii) Financial statements shall be audited by statutory Auditor of the company under their seal & stamp and shall be strictly based on Audited Annual Financial results of the relevant period (s). No statements for partial periods will be accepted.
- (iv) Where a work is undertaken by a consortium / joint venture, only that portion of the contract which is undertaken by the concerned applicant / member should be indicated and the remaining done by the other members of the group be excused. This is to be substantiated with documentary evidence.
- (v) Average Annual Financial turnover during 03 years financial years ending Mar 2025 should be at least 30% of the estimated cost.

Signature of authorized signatory of Tenderer with office seal

Signature of Chartered Accountant with office seal



Annexure –‘G’

PROFORMA FOR INTEGRITY PACT
(To be submitted on non-judicial stamp paper of Rs. 100)

This Integrity Agreement is made at..... on this day of2026

BETWEEN

President of India represented through Chief Construction Engineer(R&D)North Development Enclave, Rao Tula Ram Marg, Behind army HQ Camp, Delhi Cantt – 110 010, (Hereinafter referred as the ‘OWNER’, which expression shall unless repugnant to the meaning or context hereof include its Successors and permitted assigns)

AND

..... through (Hereinafter referred to as in M/s.)(“Bidder/CONTRACTOR” and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the OWNER has floated the Tender (herein after referred to as “Tender.....”) and intends to award, under laid down organizational procedure, contract for **“PROVISION OF INTEGRATION, PARKING AND MAINTENANCE WORKSHOP HANGER WITH ANNEXE BUILDING AT DIHAR, LEH”**

” hereinafter referred to as the “Contract”.

AND WHEREAS the OWNER values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and CONTRACTOR (s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as “Integrity Pact” or “Pact”), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Clause 1: Commitment of the OWNER

1. The OWNER commits itself to take all measures necessary to prevent corruption and to observe the following principles:

(a) No employee of the OWNER, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The OWNER will, during the Tender process, treat all Bidder(s) with equity and reason. The OWNER will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

(c) The OWNER shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

2. If the OWNER obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the



OWNER will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Clause 2: Commitment of the Bidder(s)/CONTRACTOR (s)

1. It is required that each Bidder/ CONTRACTOR (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

2. The Bidder(s)/ CONTRACTOR (s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:-

(a) The Bidder(s)/ CONTRACTOR (s) will not, directly or through any other person or firm, offer, promise or give to any of the OWNER's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

(b) The Bidder(s)/ CONTRACTOR (s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

(c) The Bidder(s)/ CONTRACTOR (s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/ CONTRACTOR (s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the OWNER as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(d) The Bidder(s)/ CONTRACTOR (s) will, when presenting his bid, disclose (with each tender as per Proforma enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

3. The Bidder(s)/ CONTRACTOR (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

4. The Bidder(s)/ CONTRACTOR (s) will not, directly or through any other person or firm indulge in fraudulent practice means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.

5. The Bidder(s)/ CONTRACTOR (s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Clause 3: Consequences of Breach

Without prejudice to any rights that may be available to the OWNER under law or the Contract or its established policies and laid down procedures, the OWNER shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/ CONTRACTOR (s) and the Bidder/ CONTRACTOR accepts and undertakes to respect and uphold the Principal/OWNER's absolute right:

1. If the Bidder(s)/ CONTRACTOR (s), either before award or during execution of Contract has committed a transgression through a violation of Clause 2 above 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 and duration of the exclusion will be determined by



the severity of transgression and determined by the Principal/OWNER. Such exclusion may be forever or for a limited period as decided by the Principal/OWNER.

2. Forfeiture of EMD/Performance Guarantee/Security Deposit: If the OWNER has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Clause 3(1), the OWNER apart from exercising any legal rights that may have accrued to the Principal/OWNER, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

3. Criminal Liability: If the OWNER obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the OWNER has substantive suspicion in this regard, the OWNER will inform the same to law enforcing agencies for further investigation.

Clause 4: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company* in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the OWNER.

3. If the Bidder/ CONTRACTOR can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the OWNER may, at its own discretion, revoke the exclusion prematurely.

Clause 5: Equal Treatment of all Bidders/CONTRACTOR s/Sub CONTRACTOR s

1. The Bidder(s)/ CONTRACTOR (s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/ CONTRACTOR shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/ sub vendors.

2. The OWNER will enter into Pacts on identical terms as this one with all Bidders and Contractors.

3. The OWNER will disqualify Bidders, who do not submit, the duly signed Pact between the OWNER and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Clause 6: Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 24 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, DRDO.

Clause 7: Other Provisions

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the OWNER, who has floated the Tender.

2. Changes and supplements need to be made in writing. Side agreements have not been made.

3. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.



4. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

5. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the OWNER in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Clause 8: Legal and Prior Rights

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the

Tender documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

ADOPTION AND IMPLEMENTATION ON INTEGRITY PACT –STANDARD OPERATING PROCEDURE (SOP)

- (a) The bidder will have to sign the IP while submitting his bids. If the bidder refuses to sign the IP or any violation of IP would entail disqualification of the bidder and exclusions of GFR 2017, PC Act 1988 and other financial rules / guidelines etc. as may be applicable.
- (b) Integrity Pact, in respect of this contract, shall be operative from the date IP is signed by both parties till date completion of contract. After award of work, The IEMs shall look into any issue relating to execution of contract, if specifically raised before them.
- (c) That IP is deemed as part of the contract wide which the parties concerned are bound by its provisions.
- (d) It is undertaken that a person signing IP shall not approach the courts while representing the matters to IEMs and he / she will await their decision in the matter.
- (e) In case of a joint venture, all the partners of the joint venture shall sign the Integrity Pact. In case of sub-contracting, the principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP.
- (f) In all tenders covered under the Integrity Pact Particulars of all IEMs, including their email IDs, should be mentioned, instead of mentioning details of a single IEM (Refer Para 9(a))
- (g) For site visit and seeking of clarifications / interpretations or for any enquiry on tender, Shri..... Designation Phone of this office is nominated as contract person for any enquiry / clarification.
- (h) The pre bid meeting shall be need for clarification and redressal of doubts of intending bidders.
- (j) **Integrity Pact:-** In case of any grievances / dispute w.r.t tendering process / procedures / conditions, you (bidder) may approach the Independent External Monitors as per details given below:-
 - (i) Shri Gangaram Aloria, IAS (GJ:1981) (Retd),
E-mail: aloriag@yahoo.co.uk
 - (ii) Shri Sarvagya Kumar Srivastava, Central Engineering Service Gr "A" (1980) (Retd),
E-mail: sarvagyas@hotmail.co
 - (iii)

.....
(For and on behalf of OWNER)
.....



(For and on behalf of Bidder/CONTRACTOR)

Annexure –‘H’

CERTIFICATE

To be made on Non-judicial stamp paper of Rupees 100/- and submitted duly notarized.

Date :

To,

**The Chief Construction Engineer(R&D)North
Defence Research & Development Organisation
Development Enclave, Rao Tula Ram Marg,
Behind Army HQ Camp,**

Subject :- **Declaration for Bid Capacity**

Name of Tender/Work:: **PROVISION OF INTEGRATION, PARKING AND MAINTENANCE
WORKSHOP HANGER WITH ANNEXE BUILDING AT DIHAR, LEH**

Tender Reference No:**CCE(R&D)N/DG(ACE)MAJ/ENQ-I/CCE-01/MAR/2025-26 dated 03 Jun 2026**

Dear Sir,

1. We hereby certify that we have read and understood clause No. 7 of NIT of tender documents for bidding capacity of bidder.
2. We hereby certify that on date of bid submission our bid capacity is Rs. _____ as per formula of given in clause No 07 of NIT.
3. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department / organisation shall without giving any notice or reason thereof summarily reject the bid or terminate the contract, without prejudice to any rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of authorised signatory of Bidder, with Official Seal)

**Annexure –‘I’**

**B = VALUE OF EXISTING COMMITMENTS AND ONGOING WORKS TO BE COMPLETED
DURING THE PERIOD OF COMPLETION OF WORK FOR WHICH BIDS HAVE BEEN INVITED:-**

Sl No.	Name of work	Cont ract No. And date	Name of Addre ss of Empl oyer	Value of Contract (Rs. In lakhs)	Date of comm encem ent	Date of Compl etion	Value of work done upto date of issue of ENQ (Rs.. in lakhs)	Value of works remain ing to be compl eted (Rs. In lakhs)	Remarks
1	2	3	4	5	6	7	8	9	10

- (i) The details of mentioned above should be self certified by the contractor and he will be responsible for correctness of the details submitted. If any suppression of work in hand / deviation / misrepresentation found during scrutiny or after award of contract, action will be taken against the contractor as per GCC and as per the direction of competent authority.

Certificate : - I certify that all the awarded and ongoing works have been included in the above list.

<p>.....</p> <p>Signature, name and designation of Authorised Signatory for and on behalf of</p> <p>.....</p> <p>(Contractor name)</p> <p>Firm name</p>	<p>.....</p> <p>Name of the Statutory Auditor's</p> <p>Firm / Chartered Account:</p> <p>Signature :</p> <p>Seal of the Audit / Chartered Accountant Firm:</p> <p>Name of Signatory (In Capital):</p> <p>Membership No. :</p> <p>Firm Regn No.:</p> <p>(Generated UDIN Number of Chartered Accountant is mandatory on this documents)</p>
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Annexure –‘J’

UNDERTAKING FOR JV, CONSORITUM
(TO BE SUBMITTED ON THE LETTER HEAD OF COMPANY / FIRM).

Date :

We (name of tenderer) do hereby undertake and certify that:

Our Firm / agency is not involve in Joint Venture / Consortitum for this tender.

We also agree that if there is any misrepresentation of facts with regards to this undertaking, the same will be considered as “Fraudulent Practice” and Employer will have right to

1. Not evaluate our bid or consider the Bid for award of contract and forfeit the our Bid Security / EMD: or
2. If the Contract has been awarded, to terminate the contract.

Place :

Date :

(Signature of authorised signatory of Bidder, with Official Seal)



SPECIAL CONDITION OF CONTRACT

1. Maintenance of Register: All the registers of tests to be carried out at Construction Site or in outside laboratories & all material at site (MAS) registers including cement register shall be maintained by the Contractor which shall be issued by Engineer-in-Charge & same should be regularly reviewed by Engineer-in-Charge of Department. Frequency of tests will be governed by the CPWD specifications 2009 Volume-I & II/ IS Code provision with upto date correction slips.

2. Prevention of nuisance and pollution control: The contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants or occupiers of adjacent properties and to the public in general and to prevent any damage to such properties from pollutants like smoke, dust, noise. The contractor shall use such methodology and equipment so as to cause minimum environmental pollution of any kind during and minimum hindrance to road users and to occupants of the adjacent properties or other services running adjacent/near vicinity. The contractor shall make good at his cost and to the satisfaction of the Engineer-in-Charge, any damage to roads, paths, cross drainage works or public or private property whatsoever caused due to the execution of the work or by traffic brought thereon by the contractor. All waste or superfluous materials shall be carried away by the contractor, without any reservation, entirely to the satisfaction of the Engineer-in-Charge. Utmost care shall be taken to keep the noise level to the barest minimum so that no disturbance as far as possible is caused to the nearby occupants/users of building(s), if any.

Contractor shall take all precautions to abide by the environmental related restrictions imposed by any statutory body having jurisdiction in Delhi as well as prevent any pollution of streams, ravines, river bed & waterways.

3. Security & Traffic Arrangements:

3.1 The contractor shall give to the local body, police and other authorities all necessary notices etc. that may be required by law and obtain all requisite licenses / permissions for temporary obstructions, enclosures etc. and pay all fee, taxes and charges which may be liveable on account of these operations in executing the contract. He shall make good any damage to the adjoining property whether public or private and shall supply and maintain lights either for illumination or for cautioning the public at nig

3.2 The Contractor(s) shall take all precautions to avoid accidents by exhibiting necessary caution boards day and night. In case of any accident of labours/ contractual staffs the entire responsibility will rest on the part of the contractor and any compensation under such circumstances, if becomes payable, shall be entirely borne by the contractor.

3.3 In the event of any restrictions being imposed by the Security agency, Department, Traffic or any other authority having jurisdiction in the area on the working or movement of labour / material, the contractor shall strictly follow such restrictions and nothing extra shall be payable to the contractor on such accounts. The loss of time on these accounts, if any, shall have to be made up by augmenting additional resources whatever require

4. Tools and plants: The bidder should have own constructions equipment required for the proper and timely execution of the work. Nothing extra shall be paid on this account.

4.1 No tools and plants including any special T&P etc. shall be supplied by the Department and the Contractor shall have to make his own arrangements at his own cost. No claim of hindrance (or any other claim) shall be entertained on this account.

4.2 The Contractor shall do proper sequencing of the various activities by suitably staggering the activities within various pockets in the plot so as to achieve early completion. The agency to deploy adequate equipment, machinery and labour as required for the completion of the entire work within the stipulated period specified. Also ancillary facilities shall be provided by contractor commensurate with requirement to complete the entire work within the stipulated period. Nothing extra shall be payable on this account. Adequate



number/sets of equipment in working condition, along with adequate stand-by arrangements, shall be deployed during entire construction period.

4.3 It shall be ensured by the Contractor that all the equipment, Tools & Plants, machineries etc. provided by him are maintained in proper working conditions at all times during the progress of the work and till the completion of the work.

4.4 Further, all the constructional tools, plants, equipment and machineries provided by the Contractor, on site of work or his workshop for this work, shall be exclusively intended for use in the construction of this work and they shall not be shifted/ removed from site without the permission of the Engineer-in-Charge.

5. Preservation & Conservation Measures: Existing drains, pipes, cables, overhead wires, sewer lines, water lines & similar services, if any, encountered in the course of the execution of work shall be protected against the damage by the contractor at his own expense. In case the same are to be removed and diverted, expenditure incurred in doing so shall be payable to the contractor. The contractor shall work out the cost, get the same approved by Engineer-in-Charge before taking up actual execution. The contractor shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services.

All fossils, coins, articles of value of antiquity, structures and other remains or things of geological or archaeological interest discovered on project location during excavation/ construction shall be the property of the Government, and shall be dealt with as per provisions of the relevant legislation. The contractor will take reasonable precaution to prevent his work men or any other persons from removing and damaging any such article or thing. He will, immediately upon discovery thereof and before removal acquaint the Engineer-in-charge of such discovery and carry out the official instructions of Engineer-in- charge for dealing with the same, till then all work shall be carried out in a way so as not to disturb/damage such article or thing.

The contractor will take reasonable precautions to prevent his workman and employees from removing and damaging any flora (plant/vegetation) from the project area.

6 Site Office:

The Contractor shall set up a site office at his own cost and bear all maintenance, running cost & charges for office including Electricity bill, water supply bills, RO/Drinking water bills, printing and plotting cartridges, paper, stationery etc. for the entire duration of the contract from the date of signing of agreement.

7. CLEANLINESS OF SITE:

The muck, rubbish etc. shall be removed periodically as directed by the Engineer-in-Charge, from the site of work to the approved dumping grounds as per the local byelaws and regulations of the concerned authorities and all necessary permissions in this regard from the local bodies shall be obtained by the Contractor. Nothing extra shall be payable on this account.

The contractor shall take instructions from the Engineer-In-Charge regarding collection and stacking of materials at any place. No excavated earth or building rubbish shall be stacked on areas where other buildings, roads, services and compound walls are to be constructed.

Site of work shall be always kept clean due to constraints of space and to avoid any nuisance to the users of buildings in the adjacent plots. The Contractor shall take all care to prevent any water-logging at site. The waste water, slush etc. shall not be allowed to be collected at site. It may be directly pumped into the public drainage with prior approval of the concerned authorities. For discharge into public drainage system, necessary permission shall be obtained from relevant authorities after paying the necessary charges, if any, directly to the authorities. The work shall be carried out in such a way that the area is kept clean and tidy. All the fees/charges in this regard shall be borne by the Contractor. Nothing extra shall be payable on this account.

8.INSPECTION OF WORK:

In addition to the provisions of relevant clauses of the contract, the work shall also be open to inspection by senior officers of department& the representative of the Consultants, the contractor shall at times during the usual working hours & at all times at which reasonable notices of the intention of the Engineer-in-Charge or other officers as stated above to visit the works shall have been given to the contractor, either himself be present to receive the orders & instructions or have a responsible representative duly accredited in writing, to be present for that purpose.



Senior Officers of Department, Dignitaries from Central Ministry / Department, shall be inspecting the on-going work at site at any time with or without prior intimation. The contractor shall, therefore, keep updated the following requirements and detailing.

- (i) Display Board showing details of work, fortnightly progress achieved with respect to targets, reasons of shortfall, status of manpower, wages being paid for different categories of workers.
- (ii) Entrance and area surrounding this site are to be kept cleaned.
- (iii) Display layout plan, key plan, Building drawings including plans, elevations and sections.
- (iv) Upto date displays of CPM and PERT bar charts etc.
- (v) Keep upto date details of quantities executed, balance quantities, deviations, possible Extra item, substituted Item etc.
- (vi) Keep plastic / cloth mounted one sets of building drawings.

10 **As-Built Drawings**

Upon completion of the work and before issuance of certificate of virtual completion by the Employer / Engineer in charge in charge four sets of drawings architecture, structure, electrical, plumbing etc complete system as installed. Drawings shall be prepared on AUTO CAD Along with the hard copies, the contractor shall submit soft PDF and AUTOCAD Drags.

- (a) These drawings must also include:-
 - (i) All equipment layout & distribution layout.
 - (ii) Single line distribution diagram and schematic drawings.
 - (iii) All cabling/piping / ducting etc. layouts with sizes.
 - (iv) Fittings and Fixture layouts
 - (v) Shaft layouts with internal details
 - (vi) Instruction, maintenance and operation manuals including maintenance, SOP's, schedule for all equipment. Testing & commissioning reports of all equipment



SCOPE OF WORK FOR ITEM NO. 01 OF SCHEDULE – ‘A’

Stage - 1

1. Identification of the following and getting the same approved from competent authority:-
 - (a) Requirements in terms of facilities required by users / CCE.
 - (b) Plinth / Floor Areas.
 - (c) Preparation of preliminary line plans.
 - (d) Preparation of schematic diagrams as per requirements for internal / external electrification / Air-conditioning, water supply, sewage / drainage, fire alarm system and other services.
 - (e) Design of distribution system and single line diagram.
 - (f) Preliminary line plan for sewerage system area drainage.
 - (g) Layout and cross section of road / hardstanding.
 - (h) Water supply / electric supply system.
 - (i) Area development network.
 - (j) Other miscellaneous works.

Stage - 2

2. (a) Planning, designing & detailed engineering of the total facilities required, adopting relevant local by-laws, Indian standard regulations and including safety against earthquake :-
 - (i) RCC framed structure building including internal and external services – Plinth Area
 - (a) Annexe Building - 272.50 Sqm .
 - (b) Works of Hanger - 475.00 Sqm
 - (c) Substation - 75.00 Sqm
 - (e) Heating Plant Room – 75.00 Sqm**Total = 897.50 Sqm**
 - (ii) Special earthing
 - (iv) 15 Ton EOT Cranes and Spares.
 - (v) Road & Hard standing
 - (vi) Arboriculture & Landscaping works.
- (b) Planning, designing & detailed engineering of building internal services, utility services, layout plan, and specifications for plumbing, water supply, sewage disposal, HVAC adopting relevant local by-laws, Indian Standards and regulations.

Stage - 3

3. Submission of the following :
 - (a) Architectural plans, sections, elevations of building and detailed working drawings to include toilets , doors/windows, fixtures and fittings etc.
 - (b) Electrical layout plans, schematic / circuit diagrams distribution network (within building), scheduling and specifications.
 - (c) Preliminary report, schematic diagrams, distribution systems for internal electrification, airconditioning, water supply, sanitary, plumbing and other utility services.



- (d) Submission of 2 sets of all drawings as approved above alongwith re-producible drawings, CDs and 2 sets of Architectural plans, sections and elevation .
- (e) Utility services layout, plan and specifications for plumbing, water supply, sewage disposal and internal electrification.

Note: The time schedule for Stage 1 to Stage 3 is 30 days form issue of LOA.

Stage – 4 :- Submission of Structural drawings including foundation with 2 sets of design calculation folder with soft copy. Third party vetting – Proof checking by reputed Institutions like IITs / NITs / Central Universities and getting approval from the employer.

Stage – 5 :- Submission of 2 sets of working drawings for all facilities regard in Para 2 (a) & (b).

Note: The schedule for the submission of documents / drawings for State 1 to stage 5 will be 30 days from issue of LOA.

Stage – 6 :- Preparation & submission of 2 sets of completion drawings as built on site alongwith CDs after the completion of main work.

7. The following items are alongwith in the scope of item No. 1 of schedule –‘A’ as mentioned below:

(a) Survey of land i.e. topographical surevy and contouring including soil investigation as per specification in Schedule – ‘A’.

8. Mode of Payment :-

SI No.	Description	%age of Contract value
(i)	On completion of Stage 1& Stage 5 of the scope.	85%
(ii)	On completion of Stage 6 of the scope.	15%

Note:- Buildings has to be designed 12 ton/Sqm. However the final value of SBC taken in design after soil investigation.



GENERAL CONDITIONS OF CONTRACT

FOR

**PROVISION OF INTEGRATION, PARKING AND MAINTENANCE WORKSHOP HANGER
WITH ANNEXE BUILDING AT DIHAR, LEH**

1

ARTICLE	DESCRIPTION
1	Definition & Interpretation
1	Communication
2	Scope of Contract
3	Work Commencement, Execution and Delay
4	Contract Price
5	Payment
6	Taxes and Duties
7	Responsibility of the owner
8	Obligations of the contractor
9	Quality of Work
10	Responsibility for Completion
11	Construction Power and Water Supply
12	Contractor's Temporary Site Office/ Workshop/ Store/ Cement Store etc.
13	Exclusions
14	Deviation, Extent and Rates for Extra Items
15	Contract Price Adjustment
16	Measurement of Work
17	Engineer's Authority
18	Working Hours
19	Drawings, Specifications and Schedule of Items
20	Contractor's Representative
21	Co-ordination with other contractors
22	Liquidated Damages for Delay
23	Completion of Work
24	Defects Liability
25	Materials
26	Misuse of Works
27	Refund/Forfeiture of Security Deposit and Performance Guarantee
28	No Interest/ Damage Payable
29	Materials/ Goods/ Equipments not incorporated in Works
30	Owner's Lien
31	Sub –Contracting
32	Passage of Property and Risk
33	Safety and Security
34	Deductions from Contract Price



35	Indemnity
36	Intellectual Property Rights(IPR)
37	Preservation of Peace
38	Confidentiality and Secrecy
39	Suspension and Termination
40	Force Majeure
41	Resolution of Dispute
42	Liquidation
43	Effective date of Agreement
44	Annexures to the Contract
45	Code of Integrity and Integrity Pact
46	Lump sum Provision in Tender
47	Closure of Contract
48	List of Manuals/ Standard Operating Procedure (SOP)
49	Risk Distribution
50	Compliance to Carriage by Road Rules
51	Limitation of Liability
53	Amendments

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 provision 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 Manager or His Authorised Representative to invite bids in a Tender process or Tender Enquiry.

1.5 “WORK(S)” mean works, supplies, services to be executed in accordance with the Contract or part(s) thereof as the case may be and shall include all extra or additional, altered or substituted works or temporary/enabling works and urgent works as required for performance of the Contract.

1.6 “CONTRACTOR” (including the terms Consultant or Supplier or Service provider or Firm or Vendor or Manufacturer or Successful Bidder under specific contexts) means an individual or the person, Company, a co-operative society, a Hindu Undivided Family (HUF) and an association of body of person(s), whether incorporated or not, with whom the Contract is entered into and shall be deemed to include the CONTRACTOR’s successors, agents, Sub-contractors, representatives, heirs, executors and administrators (approved by the Accepting Officer) as the case may be, unless excluded by the terms of Contract.

1.7 “GOVERNMENT” or “GOVERNMENT OF INDIA” means the president of India or the successors in office.

1.8 “PROJECT MANAGER’ means Engineer detailed by Accepting Officer on behalf of OWNER for planning, design, construction and Contract Management of the Project/Works as a whole or part thereof.

1.9 “ENGINEER-IN-CHARGE” means the Engineer detailed by Accepting Officer to direct, Supervise and be in-charge of the work or part thereof at project/ Work site.

1.10 “SITE ENGINEER” means Engineer detailed by Project manager/Engineer-in-charge for day-to-day supervision of work at site.

1.11 “SITE” means the area identified by OWNER for the scope of work indicated in Article 3 of General Conditions of Contract (GCC).

1.12 “TEMPORARY WORKS” shall mean all temporary/enabling work of every kind required in or about the execution, completion and maintenance during Defect liability period.

1.13 “APPROVED AND DIRECTED” means the approval and direction of the OWNER or person(s) authorised/ detailed by him for the particular purpose.

1.14 “MONTH” means calendar month as per the Gregorian calendar.

1.15 “DAY” means calendar day as per the Gregorian calendar.

1.16 “WEEK” means a continuous period of 07 (seven) calendar days as per the Gregorian calendar.

1.17 “SUB CONTRACTOR” means a person or a firm or a corporate body approved by OWNER who has entered into a contract with the CONTRACTOR to complete a part of work.

1.18 BILL OF QUANTITIES (BOQ) means the price and complete schedule of quantities forming part of price-bid or such schedule of quantities forming the part of Contract (with amendments, if any).

1.19 “MARKET RATE” means the rate for an item of work, determined on the basis of the cost of labour, materials brought to site and incorporated in the works and tools and plants (T&P) required for the work executed, taxes plus percentage (% age) of the rates as mentioned in the contract (Maximum 15%) to cover overheads and profit of the CONTRACTOR.

1.20 “EMERGENCY WORK” means any urgent measures which, in the opinion of the OWNER or his representative, become necessary during the progress of the work 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) Debarment /Banning/Black-Listing/Suspension of Firms

1.24 Singular and plural

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

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

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

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

1.26.2. Any error in description, quantity or rate in Schedule of Quantities or any omission therefrom shall not vitiate the Contract or release the CONTRACTOR from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.

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

- (a) Drawings (both Tender & working)
 - (i) Drawings with figured dimensions and scaled.
 - (ii) Drawings/ sketches with figured dimensions.
 - (iii) Illustrative schemes/ sketches un-scaled and without figured dimensions.
 - (b) Conditions of Contract
 - (i) All appended Conditions of Contract Agreement.
 - (ii) Special Conditions of contract (SCC).
 - (iii) General Conditions of contract (GCC).
- 1.26.4.(A) Item Rate (both percentages based or quoted rate based) & lump sum contract: -
- (a) Description in BOQ/ Price schedule/ Price Bid and Notes, if any.
 - (b) Particular technical specification, if any.
 - (c) Drawings
 - (d) Conditions of Contract
 - (e) Technical specifications
 - (f) Relevant/Applicable Indian standards and Codes and practices (BIS, NBC, IE RULES, IRC, ASHRAE etc.).
 - (g) Relevant International codes and practices.

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

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

- (a) Price Bid/ Financial Bid/ Price schedule and Notes, if any.



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

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

GOVERNING LAWS

1.27. Governing Laws and Jurisdiction

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

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 Acceptance (LOA) 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 changes 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.

1.29 Words importing the masculine gender shall be taken to include other genders, and words importing persons shall include any company or association or body of individuals, whether incorporated or not.

1.30 Terms and expression not herein defined, explained or interpreted shall have the meanings assigned to them in the Indian Contract Act, 1872 (as amended) or the sale of goods Act, 1930 (as amended) or the General Articles act, 1897 (as amended) as the case may be.

DOCUMENTS CONVENTIONS

1.31. All words & paras defined in GCC Article 1 are written as 'Capitalized Word' and shall have the defined meaning 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.

1.32 Any generic reference to GCC shall also imply 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 Articles 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 communication 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, thereunder all communications to the other party shall be signed by:

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

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

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

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

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

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

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

ARTICLE – 3: SCOPE OF CONTRACT

SCOPE OF WORK

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

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

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

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

(a) Setting out of the works in respect of position, level, dimensions, alignments, etc. Including establishment of bench marks, survey reference points, etc.

(b) Clearance of the site, before & after completion of work.

(c) Site levelling / terracing within the limits as shown in the drawings or as directed by the PM/ Engineer-in-Charge.



- (d) Disposal of debris, excavated materials, etc.
 - (e) Testing of water, soil, concrete and all construction materials etc.
 - (f) Pumping out rain water / underground water from foundations, excavations and drainage of surface water from work site.
 - (g) All scaffolding, shoring, centring, shuttering works, etc.
 - (h) Running and maintenance of all construction plants and equipment, tools and tackles, etc.
 - (j) All temporary / enabling works such as proper approach road to the site, water supply, drainage and sewerage, power supply including diesel generator set, temporary offices, stores, construction yard, canteens, toilet blocks, 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 work 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 Acceptance (LOA), the OWNER or his rep shall instruct the CONTRACTOR to 'commence the works', only after encumbrance free land/sites, minimum required for execution 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 LOA, 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 of 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 categories 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 under the contract by reason of any of the following:

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

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

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

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

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

4.15. In case, the work is hindered by the department or for any reason / event, for which the OWNER is responsible, OWNER shall, if justified, give a fair and reasonable extension of time and reschedule the mile stone 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 Contract, cost of all materials, Human Resources (HR) including labour, tools, plants, usage of equipment's, templates, scaffoldings, supports approaches etc., Contractor's labour regulation, security, secrecy, working in restricted area, safety, health and environmental related measures, power, water, fuel, lubricants, consumables, transport, handling, storage, approval, checking, testing, insurance, taxes, royalties, other revenue expenses, CONTRACTOR's, temporary accommodation, services, pumping out water, removal of construction debris/surplus materials and site clearance after completion of work, supervision, overheads, profits etc. & such other items as may be required for executing in full scope of work and completion thereof. The rates quoted by the CONTRACTOR deemed to include all preparatory works required for satisfactory completion of work and any rectification/replacement of works carried out as part of defect liability.

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

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

ARTICLE – 6: PAYMENT

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

INITIAL SECURITY DEPOSIT (ISD)

6.2. The CONTRACTOR shall submit an Initial Security Deposit of 2.5% (Two and half percent) of the initial contract price in the form of a Bank Guarantee Bond, Fixed Deposit Receipt (FDR), Insurance Surety Bond etc. of any scheduled commercial Bank within 21 days of Letter of Acceptance (LOA) 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 ISO shall have to be further extended by such additional period. Finally, the Bank Guarantee for Security Deposit shall be released after completion of extended DLP, issue of "Final Acceptance Certificate" and submission of "No Demand Certificate" by the CONTRACTOR.

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

MOBILIZATION ADVANCE

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

(a) 10% (Ten percent) of the Contract price as Mobilization advance within 03 (Three) weeks after the effective date of Agreement, or date of deposit of initial security, whichever is later against unconditional and

irrevocable Bank Guarantee of scheduled commercial bank for 110% amount of advance in the format prescribed by the OWNER, valid up to completion date of the contract and shall remain effective until issue of "Completion Certificate" by the OWNER or up to the full recovery of the advance payment, whichever is earlier. The value of Bank Guarantee shall be progressively reduced to the extent of outstanding Mobilization advance to be adjusted /recovered. Any outstanding Bank Guarantee Bond shall be released when the entire work is completed as per the Agreement and on issuance of "Completion Certificate" by the OWNER.

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

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

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

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

SECURED ADVANCES

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

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

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

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

RETENTION MONEY

6.11. Balance 10% (Ten percent) of the value of work done but not paid in running bills shall be held as retention money. It shall be released in stages, when the retention money accumulated exceeds Rs.2 (Two) lakhs on production of Bank Guarantee Bond of an equivalent amount so released and valid up to 90 days after the date of expiry of Defect Liability Period (DLP). Alternatively, the CONTRACTOR may produce a Bank Guarantee Bond for an equal value valid up to 90 days after the date of expiry of OLP. 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 work.

6.17. All invoices for running payments as well as for final payments shall be submitted in prescribed forms duly recommended by the PM/Engineer-in-Charge and supported by detailed measurement of items of work in accordance with GCC Article 17.

6.18. Adjustment of final contract sum shall be made in the last 3 (three) consecutive running bill payment based on the final quantities against various items of work. Adjustment shall also be made in the contract sum due to variation in executed work, if any, as per requirement of the OWNER in those 3 (three) last running bill payments.

FINAL PAYMENT

6.19. The final bill shall be submitted by the CONTRACTOR within 3 (Three) months from the date of completion of works accompanied by:

- (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-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 OLP 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 banks shall be accepted, however for strategic work, foreign bank shall not be permitted.

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

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

6.26. Any interim certificate given relating to work done or materials delivered, may be modified or corrected by any subsequent interim certificate or by the final certificate. No certificate of the PM/Engineer-in-Charge supporting an interim payment shall itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the Contract.

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

6.28. Payment of taxes

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

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

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

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

6.29. Overpayments and Underpayments

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

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

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

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

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

**RECOVERIESFROMSECURITIES**

- 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 part in the event of;
 - (i) any default, or failure or neglect on the part of the CONTRACTOR in the fulfilment or performance in all respect of the contract under reference or any other contract with the OWNER's Organisation or any part thereof;
 - (ii) for any loss or damage recoverable from the CONTRACTOR which the OWNER may suffer or be put to for reasons of or due to above defaults/ failures/neglect;
 - (b) and in either of the events aforesaid to call upon the CONTRACTOR to maintain the said security at its original limit by making further deposits, provided further that the OWNER shall be entitled, and it shall be lawful on his part, to recover any such claim from any sum then due or which at any time after that may become due to the CONTRACTOR for similar reasons.

ARTICLE- 7: TAXES AND DUTIES

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

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

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

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

7.5 Payment of GST under the contract

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

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

7.5.3 All necessary adjustment vouchers such as Credit Notes/Debit Notes for any short/ excess works or revision on 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 may require from time to time.

7.13. The CONTRACTOR shall himself be aware and well informed of all the applicable laws, notifications, rules, circulars and other communications of the State or Central or other authorities with regard to levy of any tax, duty, cess, levy or gee etc. which in any manner may 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 infer 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 documents 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 with a period of 60 days from the date of RA bill, the OWNER or his authorized representative shall issue a notice to the CONTRACTOR given 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 Contract against documentary evidence of proof payments, 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 mobilized 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 the Letter of Acceptance (LOA), 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 Works 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 mechanized 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 truck able/ 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 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.

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.

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 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 there under. 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's Labour Regulations).

COOPERATION WITH OTHER CONTRACTORS/ AGENCIES

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

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

TREASURE, TROVE, FOSSILS etc.

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

PROTECTION OF TREES

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

SECURITY WATCH AND LIGHTING

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

PREVENTION OF POLLUTION

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

EXPLOSIVES

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

TRAINING OF APPRENTICES

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

DISMANTLED MATERIALS OWNERSHIP

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

LIABILITY FOR DAMAGES, DEFECTS OR IMPERFECTIONS AND RECTIFICATION THEREOF

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



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

9.36. If the CONTRACTOR or his workmen or employees shall injure or destroy any part of the building/structure in which they may be working or any building, road, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground etc. contiguous to the premises on which the Work or any part of it is being executed, or if any damage shall happen to the Work by the virtue of the work executed by the CONTRACTOR while in progress, the CONTRACTOR shall upon receipt of a notice in writing on that behalf make the same good at his own expense. If it shall appear to the PM/Engineer-in-Charge at any time during construction or re-construction or prior to the expiration of the Defects Liability Period, that any work has been executed with unsound, imperfect or unskilled workmanship or that any materials (Civil and/or MEP) or articles provided by the CONTRACTOR for execution of the Work are unsound or of a quality inferior to that contracted for, or otherwise not in accordance with the Contract, or that any defect, shrinkage or other faults have appeared in the Work arising out of defective or improper materials or workmanship, the CONTRACTOR shall, upon receipt of a notice in writing in that behalf from the PM/Engineer-in-Charge, forthwith rectify or remove and re-construct the work so specified in whole or in part, as the case may require or as the case may be, and/or remove the materials or articles so specified and provide other proper and suitable materials (Civil and/or MEP) or articles at his own expense, notwithstanding that the same may have been inadvertently passed, certified and paid for and in the event of his failing to do so within the period to be specified by the PM/Engineer-in-Charge in his notice aforesaid, the PM/Engineer-in-Charge may rectify or remove and re-execute the work and/or remove and replace with others, the materials or articles notified of, as the case may be, deduct the expense from any sums that may be due or at any time thereafter may become due to the CONTRACTOR, or from his Performance Bank Guarantee or the proceeds of sale thereof or of a sufficient portion thereof.

ARTICLE- 10: QUALITY OF WORK

QUALITY ASSURANCE PROGRAMME

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 LOA

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.

TESTS AND INSPECTIONS

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

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

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

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

10.12. Verification at the last moment

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

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

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

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 Underground structure as detailed in BOQ through specialized agencies as approved by the OWNER. These work shall carry a warranty of 05 (Five) years from completion of contract and issue of completion certificate in this regard. Final payment against anti-termite and water proofing work shall be released on production of Bank Guarantee Bond / FDR for equal value of final payment due against these works valid for a period of 05 (Five) years from issue of completion certificate.

Alternatively, agency may choose to submit Standing Bank Guarantee Bond / FDR for the following values: -
Agencies Enlisted under Composite Category Value of Bank Guarantee Bank/FDR

(i)	UptoRs. 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 equipment's 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 not withstanding 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: -

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

to omit a part of the Work(s) in case of non-availability of a portion of the Site or for any other reasons and the CONTRACTOR shall be bound to carry out the works in accordance with any instructions given to him in writing by the PM/ Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the Contract as if originally provided therein and any altered, additional or substituted work which the CONTRACTOR may be directed to do in the manner specified above as part of the works, shall be carried out by the CONTRACTOR on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

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

(i) Increase or decrease in the quantity of any work included in the BOQ of the contract;

(ii) Omission of any item(s) included in the BOQ of the contract;

(iii) Omission of any such work (but not if the omitted work is to be carried out by the OWNER by another CONTRACTOR);

(iv) Change in the character or quality or kind of any such work;

(v) Change in the levels, lines, position and dimensions of any part of the works;

(vi) Additional work of any kind necessary for the completion of the works; and

(vii) Change of the specified sequence or timing of construction of any part of the works.

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

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

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

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

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



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

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

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).

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 the Tenderer or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such work.

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

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

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.

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

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.

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 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 Works and to test and examine any materials to be used or workmanship employed in connection with the Works. He shall have no authority to order any work involving any financial liability to the OWNER.

18.4 The PM/Engineer-in-Charge may from time to time in writing delegate to his representative any of the powers and authorities vested in the PM/Engineer-in-Charge and shall furnish to the CONTRACTOR a copy of all such written delegation of powers and authorities. Any written instruction or written approval given by the representative of the OWNER to the CONTRACTOR within the terms of such delegation shall bind the CONTRACTOR.

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

18.6 If the CONTRACTOR shall be dissatisfied with any decision of the representative of the OWNER he shall be entitled to refer the matter to the OWNER who shall 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 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. If required the CONTRACTOR shall deploy additional manpower, equipment, plants, tools and tackles at no extra cost to complete the work in stipulated time frame as per contract.

ARTICLE- 20: DRAWINGS, SPECIFICATIONS, SCHEDULE OF ITEMS

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

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

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

20.4 The CONTRACTOR shall not himself make any changes in the drawings / sketches, specifications and schedule of items issued by the PM/Engineer-in-Charge for executing the contract work. If any error or

omission is detected, he shall promptly bring the same to the notice of the PM/Engineer-In-Charge for clarification / decision / rectification and works shall be executed as per approved revised drawings/sketches including CONTRACTOR's submission.

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

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

ARTICLE- 21: CONTRACTOR'S REPRESENTATIVE

21.1 CONTRACTOR's Representative

The CONTRACTOR shall appoint its Representative within fourteen (14) days of the date of issuance of LOA 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 Works with such additional assistance in each trade as the PM/Engineer-in-Charge may consider necessary. Orders given to the CONTRACTOR's Representative shall be considered to have the same force as if they had been given to the CONTRACTOR.

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

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

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

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

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

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

21.8 If, in the opinion of the PM/Engineer-In-Charge, due progress is not achieved in the contract and / or execution thereof becomes contrary to the specification and / or substandard work is executed and / or substandard materials are used or supplied by the CONTRACTOR and / or any direction given by the PM/Engineer-in-Charge is not properly complied with 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 LO 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 to 10% (Ten percent) of the contract price.

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

ARTICLE- 24: COMPLETION OF WORK COMMISSIONING AND DOCUMENTATION

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

taking over. "As built" drawings of the work shall be got prepared through the CONTRACTOR or otherwise to facilitate proper 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 I Occupancy Certificates/ Clearances and No-Objection-Certificates (NOCs), as per Contract, from the local civil/statutory authorities for completed Work and facilities before handing over the same to the OWNER for putting them to functional use.

24.3. Before the completed Work is taken over by the OWNER/USER, the CONTRACTOR shall restore to original status – the auxiliary services/ facilities, if any (like roads, sewerage, utilities, including removal of garbage and debris) affected during the construction process.

24.4. The CONTRACTOR shall hand over to the OWNER/USER or its Authorized Representative completed Work including all services and facilities constructed in accordance with the Approved Plans, Specifications fulfilling all agreed techno• functional requirements along with Inventory, As built - Drawings, Maintenance Manual/ Standard Operating Procedure (SOP) for equipment's and Plants, all clearances /Certificates from Statutory Authorities, Local Bodies, if any, etc., all as per contract conditions.

24.5. On completion of the work, a Work Completion Report (WCR) shall be submitted by the CONTRACTOR duly bringing out the Final completion cost, Total Time period taken to complete the Work and also completed Project components as against the initial Contract price, time and Project components and operational acceptance certificates by the OWNER for all Building & Road (B/R) and Mechanical. Electrical and Plumbing (MEP) system including Sub-system as per the contract.

24.6. All assets created by the CONTRACTOR shall be in his custody till issue of Final completion certificate of the entire contract, defects are rectified and handing over of the completed work to the OWNER/USER.

COMPLETION CERTIFICATE AND COMPLETION PLANS

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

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

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

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

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

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

ARTICLE - 25: DEFECTS LIABILITY **DEFECTS LIABILITY PERIOD**

25.1. Unless otherwise specified in the SCC, the CONTRACTOR shall be responsible to make good and remedy at his own expense within such period as may be stipulated by the PM/Engineer-in-Charge, any

defect which may develop or may be noticed before the expiry of twenty-four (24) months from the certified date of completion. This period is termed as Defect Liability Period (DLP).

PERFORMANCE GUARANTEE TEST OF MEP SERVICES

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

FUNCTIONAL GUARANTEE OF MEP SERVICES

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

25.4. If, for reasons attributable to the CONTRACTOR, the guaranteed level of the Functional Guarantees specified in Technical Specification are not met either in whole or 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 OLP, 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 OLP 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 OLP 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 OLP at OEM's premises or the CONTRACTORS' premises or Site of work or OWNER/USER's other premises.

CONTRACTOR LIABLE FOR DAMAGES, DEFECTS DURING DEFECT LIABILITY PERIOD

25.11. The CONTRACTOR shall guarantee that within the OLP, the Contract work shall not show any signs of defects, cracks, settlements, disfigurements, 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 OLP 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 OLP 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 OLP. For the purpose of this article the latent defects shall be the defects inherently lying within the material or arising out of design deficiency which do not manifest themselves during the defect liability period but may surface later. Defects have to be rectified within a reasonable time not exceeding forty-five (45) days after issue of notice by PM/Engineer-in-Charge. If CONTRACTOR does not take corrective action within 45 days, then action for debarment of the agency shall be taken by the appropriate authority.

ARTICLE- 26: MATERIALS

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

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

26.2.1 All such materials to be provided by the CONTRACTOR shall be in conformity with the specifications laid down or referred to in the Contract. The CONTRACTOR shall, if requested by the PM/Engineer-in-Charge, furnish proof to the satisfaction of the PM/Engineer-in-Charge that the materials so comply. The PM/Engineer-in-Charge shall intimate the CONTRACTOR in writing whether samples are approved by him or not. If samples are not approved, the CONTRACTOR shall forthwith arrange to supply to the PM/Engineer-in-Charge for this approval, fresh samples complying with the specifications laid down in the contract.

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

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

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

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

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

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

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

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

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

26.11 PM/Engineer-in-Charge shall be entitled at any time to inspect and examine any materials intended to be used in or on the Works, either on the Site or at Factory or Workshop or other place(s) where such materials are assembled, fabricated, manufactured or at any place(s) where these are lying or from where these are being procured and the CONTRACTOR shall give such facilities as may be reasonably required for such inspection and examination.

26.12 All materials brought to the Site shall not be removed off the Site without the prior written approval of the PM/Engineer-in-Charge. But whenever the Works are finally completed and advance, if any, in respect of any such material is fully recovered, the CONTRACTOR shall at his own expense forthwith remove from the Site all surplus material originally supplied by him.

ARTICLE- 27: MISUSE OF WORKS

27.1 Responsibility for Buildings

In the event of any building or part, of a building being handed over to the CONTRACTOR for the execution of Works thereto under the provisions of the Contract, he shall give a written undertaking to not misuse the building by his Sub-contractors or their employees, workmen, agents, servants etc. and also give receipt for all inventory including fixtures, glass etc., and he shall be required to make good at his own expense all damage resulting from any cause whatsoever, Excepted Risks/ Force Majeure and to deliver up the said building or part thereof to the PM/Engineer-in-Charge in a clean state complete in every particular, on the completion of the Works.

27.2 Damage and Loss

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

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

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

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

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

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

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 INTREST/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 because 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 works, such Goods/ Equipments shall become the property of the OWNER and shall not be removed except for the use upon the Work(s) without the written authority of the OWNER /PM/Engineer-in-Charge. The CONTRACTOR shall keep in safe custody of the same and be liable for any loss or damage to such materials till issue of Final Acceptance Certificate after Defect Liability Period.

ARTICLE- 31: OWNER'S LIEN

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

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

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

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

34.1 The safety instructions and provisions for Construction, Erection, Testing and Commissioning shall be as per Annexure-B (RDCE Safety Code). These safety rules lay down the safety requirements for safe executions of project activities, responsibilities of the CONTRACTOR, and all concerned involved in contraction. The CONTRACTOR, including his sub-contractors, while executing the work(s), shall strictly comply with these safety rule and statutory requirements (including amendment 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 & ward force as may 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.

37.3 All 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: PRESERVATION OF PEACE

38.1 The CONTRACTOR shall take adequate precautions and use his best endeavours to prevent any riotous or 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 contract 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 from 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/ the Tender Document or any part thereof.

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 of disclosure 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 Works 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 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 less. 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 the 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 weeks' 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 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 Works shall be to the entire discretion of the OWNER.
The CONTRACTOR shall deem 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 parties 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 its 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 parties like war (whether declared or not), 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 ORB 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 ORB.

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&E through 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 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 thereunder (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.

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 works 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	:	Instruction to Tenderer/Bidder
Annexure – III	:	General Conditions of Contract (GCC)
Annexure – IV	:	Special conditions of Contract (SCC)
Annexure – V	:	Bid data sheets (such as Site description, brief of Work, soil investigation report, etc.)
Annexure – VI	:	Scope of Work
Annexure – VII	:	Period of completion, completion milestones, construction programme, manpower and equipment mobilization.
Annexure – VIII	:	Schedule of Items, Bill of Quantities, Financial Bid/Price Bid.
Annexure – IX	:	Tender Drawings.
Annexure – X	:	Technical Specifications.
Annexure – XI	:	Particular Technical Specifications.
Annexure – XII	:	List of Approved Makes.
Annexure – XIII	:	Forms



- 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 category 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.
- (iv) 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 works;
- (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 CONTRACTORS for a period not exceeding two years. CONTRACTOR removed from the list of enlisted CONTRACTORS 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.

INTEGRITY PACT

46.6. Integrity Pact shall have to be signed by Bidder as per Annexure mentioned in the Tender Document and be submitted along with the Tender Documents.

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 OLP 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:

RDCE Contractor's Labour Regulations (Annexure-A) RDCE Safety Code (Annexure-B)

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 RISK 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 the Works;
 - (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 to all 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 works, 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. Health and Sanitary arrangements

In respect of all 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 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 or indirectly employed on the works 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 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 squarely 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 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 above 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	Other	
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	-	DLCBH	-	*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 Handling	PVCG	CSG	-	PVCA	-	-	*Full body 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, OM: 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 in each agency 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, each agency 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 this 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-dozer, any other howling heavy equipment/vehicle.

3.7. **Safety induction and training**

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

3.7.2 The CONTRACTOR shall maintain written record of Safety trainings 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 under the influence of any intoxicants, even to the slightest degree, shall not be permitted to remain at work. Each CONTRACTOR should maintain "breath analyser" 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 the 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 manager of the CONTRACTOR shall implement health examinations for employees/ workmen periodically.

3.12. Testing & 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 SI.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 qualified Electrical CONTRACTOR's 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 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 SHE 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 also 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.

LIST OF APPROVED MAKE OF MATERIALS

LIST OF APPROVED MAKE OF MATERIALS (FOR CIVIL WORKS)		
Sl. No.	Materials	Approved Make
<u>Anti Termite Treatment</u>		
1	Chlorpyriphos (Pre-construction treatment)	DE-NOCIL, Bayer, Pyramid, Searle, Monatari
<u>Concrete Works</u>		
2(a)	Cement : OPC 43 grade	ACC, Ultratech, Shree Cement, Ambuja, Century, J K Cement, Birla Gold
2(b)	White Cement	ACC, J.K. white, Birla White
3	Chemical Admixtures	MC Bauchemie, Pidilite, Sika, FOSROC, BASF and Normet, MYK SCHOMBURG
4	Ready Mix Concrete (RMC)	Ultra Tech, ACC, LAFARGE, RMC Ready Mix (India),
5	Damp Proof Material	Impermo, Duraseal, ACCO-proof, Pidilite, MYK SCHOMBURG (Verbal)
<u>RCC Works</u>		
6	Reinforcement steel (Primary Producers) 500-D	SAIL, TATA (TISCO), RINL, JSW, Shyam Steel Industries
7	Polymer/Blended synthetic wax based Curing Compounds	FOSROC, SIKa, BASF, Ardex, Endura, MYK SCHOMBURG
<u>Steel Works</u>		
8	Structural Steel	SAIL, TATA (TISCO), RINL, JSW
9	Hollow Steel Sections	TATA, Jindal
10	Binding Wire	TATA



11	M.S. Pipe, Tubes, Bar, Flats, Angle, Tee Sections	SAIL, TATA (TISCO), RINL
Brick Works		
12	Auto Claved Aerated Cement (AAC) blocks	Xtralite from Ultratech, Aerocon from HIL, Siporex India limited, M/s Hyderabad Industries Ltd, NCL & NUBRIC, Prime AAC blocks of ECO-Care building products.
13	Fly ash Cement Bricks	KSP Industries, Prakash International Ltd, NUBRIC.
14	Factory Made Cement Conceret Cover Blocks	A.S.R. Cover Blocks, Stand alone Universal Concrete Cover Blocks
Wood & PVC Works		
15	Wooden Flush Doors	Green Ply, Century, Kit Ply, ARCHID PLY. Anchor, Kutty, Duro and Godrej
16	Metalic Steel Fire Door	Shakti Met Door, Promat, Godrej, Navair
17	Non Metallic Fire Door	Shakti Met Door, Navair, Promat& Godrej,
18	RCC Door Frames	Ambience Industries and Ventura

Sl. No.	Materials	Approved Make
19	Steel Windows/Pressed Steel Frames-	Madhu Industries, (Bengaluru), San Harvic, Ahmedabad/Baroda, NCL
20	PVC Doors (Pre-laminated)	Rajshri Plastiwood, Sintex, Acura Polytech Pvt Ltd
21	PVC Door Frames (Pre-laminated)	Rajshri Plastiwood, Sintex and Acura Polytech Pvt Ltd
22	UPVC Doors, Windows & Accessories	Fenesta, Kommerling, Rehau and Prime
23	Fire Resistant Flush Door Shutters	Kutty, Romat, Navair
24	Water Proof Plywood	Green Ply, Century, Kit Ply, Anchor
25	Commercial Plywood	Archidply, Century, Green Ply, Kitply, Anchor, Duro and National
26	Laminates	Greenlam, Century Ply, Merino, Royal Touch, Kitply, Formica, Decolam and Summica
27	High Density fibre (HDF) Pre-Laminated Board	Pergo & Armstrong
28	Plain/Pre-laminated particle board- Exterior grade	Novopan, Merino, Green Lam, Archid Ply, Century, Bhutan Exterior Grade and Bharat Plywood exterior grade.
29	Gypsum board	Saint Gobain, Lafarge, Armstrong, Vans Gypsum and India Gypsum.
30	Veneers	Kitply, Centuryply, Archid Ply
31	Melamine Polish	Asian paints, melamine Gold wood finish of Pidilite Industries, Timbertone of ICI Dulux, Berger, Nerolac.
32	Door Hardware	Dolma Kich, Classic. Haffle, Ozone Geze and Godrej.
33	Hydraulic door closers/Floor springs	Godrej, Hardwyn, Everite, Dorma, Dorset,



		Hafele, Hettich.
34	Locks/Latches	Dorset, Godrej, Hettich, Blum, Hafele and Harrison
35	Locks in Cabinets/Furniture	Godrej, Hettich, Blum, Hafele.
36	Fire smoke Seal	Hilti & Raven
37	Fire Rated Hardware	Dorma, Ingersolrand, Geze.
38	Stainless steel screws for fabrication and fixing of windows	Kundan, Puja, Atul& PRIYA, Hilti.
39	Butt Hinges openable Window shutters	Haffle, Alu Alpha
40	Mild Steel Butt Hinges/Piano Hinges	Jolly, Garg, AMIT & Jyoti
41	Nuts Bolts/Screws	Kundan, Puja, Atul
42	Concealed Tower Bolt	Dorma, Ingersolrand, Alu Alpha
43	Acoustic Insulation	U.P. Twiga Ltd, Lloyd Insulation, Saint Gobain
44	Glass/reflective Glass	Saint Gobain, Asahi, Pilkington, Gloverbel, Modi Float, Atul, Goldenfish.
45	Clear Float Glass	Saint Gobain, Aashi, Pilkington, Modi, Gloverbel& Atul
Sl. No.	Materials	Approved Make
46	Mirror Glass	Modi Guard, Saint Gobain, Asahi, Atul, Golden Fish.
47	Source for tempering Refl. Glass clear	FUSO, Saint Gobain, Impact Safety, Modi, Aashi, Atul, Gloverbel, Pilkington
48	Fire Rated Glass	Pyoswiss of Saint Gobain, Pyran of Schott, Pilkington
49	Structural Glazing	Modi, Saint Gobain, Asahi & Glaverbel
<u>Flooring</u>		
50	Vitrified Tiles	Nitco, Rak, Kajaria, Somany, Johnson, Decolite (Granolite), Granito, Murdeshwar Ceramics, Orient, Bell, Naveen, Somany and Aparna
51	Unglazed Heavy Duty Vitrified Tiles	Somany (Dura Gres) Kajaria (Pavigres), Naveen, Nitco And Aparna
52	Glazed Ceramic/Dado Tiles	Nitco, Rak, Kajaria, Somany, Johnson, Orient, Bell, Murdeshwar Ceramics, Naveen and Aprna
53	Precast Chequered tiles	NITCO, Hindustan, Indo, Eurocon
54	Metallic Floor Hardners	BASF, SIKA, Normet, Fosroc, MYK SCHOMBURG, Ultra-tech- smart top
55	Precast Cement Concrete Tiles	NITCO, Hindustan, INDO, Ultra, Classic
56	Glass Mosaic Tiles	Italia, Palladio, Bisazza, Coral, Midul
57	PVC Flooring	LG Hausys, Ger Flor, Armstrong
58	Unglazed Heavy Duty Tiles	Somany (Dura Stone), Johnson (Endura) And Aparna
59	Calcium Silicate False Ceiling Tiles -	Aerolite co., hilux& Armstrong, Ramcoinduatrics



60	Mineral Fibre Board False Ceiling Tiles	Armstrong, decosonic
61	Tile Adhesives	Laticrete, ardexendura weber, roff. Sika, ferrous, pidilite
62	Synthetic Sports Flooring	Armstrong, LG, wonder floor
63	Linoleum Sports Flooring	Armstrong, forgo, gerflo
64	False Floor	Hewetson, unifloor, unitile, kebao, pinnacle, access floor sytem
65	Engineered Wood Flooring	Armstrong, wernel, pergo
66	Cement Concrete Parking Tiles	NITCO, Poddar, Eurocon
67	Unglazed heavy duty paver/parking tiles	Somany (Dura Stone), Johnson (Endura)
68	Factory made interlocking concrete blocks/kerb stones	Ultra, shree, Hindustan tiles, nitco, earth pavers hyd. Pvt, uni tile, NTC and classic tiles
69	Synthetic carpet tiles	TOLI, Hollitex& Standard Carpets
<u>Finishings</u>		
70	Paint/primer/oil bound distemper acrylic paint	Asian Paints, ICI Dulux, Nerolac, Berger & Nippon, Garware, Jenson & Nicholson, ICI (I Quality)

Sl. No.	Materials	Approved Make
71	Water proof cement paint	Snowcem India Ltd, Asian Paints, Berger, Nippon, ICI Dulux, Jenson & Nicholson
72	Synthetic enamel paint	Berger, Nerolac, Asian, ICI & Nippon
73	PU Enamel Metallic Paints on MS structure	SKK, Akzo-nobel, Asian, Acro, Oikos.
74	Cement based wall putty	JK wall putty, Birla wall care, Asian Paints, Altek and Berger Paints
75	Acrylic textured paint	Asian Paints, Spectrum paints, Heritage
76	Ready mix cement plaster	Wall plast, Ultratech, Madras cement Ltd
77	Fire retardant paint	Jotun, Hilti, Akzonobel
78	Epoxy paint	Asian, Berger, Shalimar, MRF
<u>Aluminium Work</u>		
79	Aluminium systems/Anodized aluminium sections	Hindalco, Jindal and Indal
80	Aluminium fittings	Classic, Crown, Jyoti and Dorma
81	Aluminum sections	Hindalco, Jindal and Indal
82	Aluminum composite panels (ACP)	Alstrong, Alucobond, Aluplex, Alubond
83	E.P.D.M. Gaskets	Anand, Roop, Bohra, Hanu, Amee Rubber
84	Silicon gaskets	Sree Gaurav, Roop
85	Seismic seperation joint (Expansion joint systems)	Sanfield, Tristar, Hercules, BASF
<u>Water Proofing</u>		
86	Water proofing compound	Fosroc, Sika, Pidilite, Cico, Impermo, ACCOPROOF, BASF, MYK



		SCHOMBURG, Ultra Tech
87	Membrane water proofing system	BASF Texsa, Pidilite, Normet, Sika, MYK SCHOMBURG, FOSROC
88	Chemical water proofing system	BASF MC-Bauchemie, Sika, Fosroc, Normet and Pidilite, MYK SCHOMBURG
89	Water stops/bars	Hydrolite, BASF, Hydroswell, Sika, Normet, Fosroc, MYK SCHOMBURG
Public Health Engineering		
90	Vitreous china sanitary ware/auto water taps/urinals	Parryware, hindware, Cera, Jaguar and somany.
91	CP brass fittings/fixtures like CP bib cocks, shower panels etc	Jaguar, Marc, parko, ESSESS, Kingston, parryware, kohler, Somany and GEM
92	GI pipes	TATA, Zenith, Jindal, Apollo, Prakash with ISI marked
93	GI pipe fittings	Zoloto, Unik, HB, ICS, R Brand, Tata, Prakash
94	RCC pipes (NP-2)	Indian hume pipe Ltd, Al-Hume pipe, Madurai spun pipes, Jain & co. Indo., Hindustan, Balaji pipe industries.
95	C.P.V.C Pipes & Specials	Supreme, Prince, Sudhakar, Ashirvad, Astral, Finolex, Aerocon HIL
96	Poly Propylene Random Co Polymer (PPR) Pipes & Specials	SFMC, victus, supreme, prince

97	Centrifugally Cast (Spun), Pipes & Fittings (Sanitary Pipes) Centrifugally Cast (Spun)	NECO (Jaiswal), Babulalbajaj iron foundry Mathura (HIF), singhal iron foundry (SKF)
98	Pipes (LA) & Fittings (Water Supply Pipes)	Electro steel, kesoram, LANCO industries.
99	Ductile Iron Covers & Gratings	Neco, SKF, Bengal Iron Corporation (BIC)
100	CI Pipes	NecoKesoram, Electrosteel&Kapilansh
101	SWR PVS Pipes and Fittings	Supreme, Astral, Finolex, Prince, Flow Guard, Sudhakar, Supreme
102	CPVC Pipe and Fittings	Supreme, Astral, Finolex, Prince, Sudhakar, Ashirvad, Aerocon HIL
103	UPVC Pipes	Supreme, Astral, Finolex, Prince, Sudhakar, Ashirvad, Aerocon HIL
104	PVC Perforated Pipes	Rex Polyextrusion Ltd, Akash Enterprises, Zen las Pipes Pvt Ltd, Jindal
105	Water Supply Valves	Zoloto, RB Leader, ARCO, IBP, Prayag
106	Kitchen SS Sinks	Nirali, silver shine, Hindware, johnson, Franki, Diamond, Somany, kaff, Neelkanth, Gilma, kingston, diamond.
107	CI Manhole Cover	Neco, BIC, SKF & HIF, Jaiswal Neco ISI Marked.
108	SFRC Cover And Grating	Kutty, KK, Advent, Newtech, Balaji Pipe Industries, Supreme
109	Air Release Valves	Kirloskar And Zoloto

110	CI Double Flange Sluice Valve	Kirloskar, Zoloto, Leader, Kirloskar, IVS, Burn And Jaiswal Neco
111	Plastic Encapsulated Foot Rest	KK India, KGM, Accurate Buildcon
112	Gun Metal Valves	Zoloto, Leader, Audco India
113	CI Double Flanged Fittings	Kirloskar, Zoloto, Leader
114	CI Double Flanged Non-Return Valves	Kirloskar and Zoloto
111	Fire Clay Sinks (With Or Without Drain Board)	Sunfire, Parryware, Hindware
116	Sensor Based Auto Flush Systems	A O S Systems, TOTO, Parryware, Hindware, Grohe, Kohler, Somany, Cera
117	PVC Water Storage Tanks	Sintex, Uniplast, Durocon, Polycon, Supreme
118	Float valve	Prayag, Leader
119	Water meter	Zoloto, Leader
Miscellaneous		
120	Play Equipments	Koochie Play, Playworld Systems
121	SS Friction Stay hinges	Earl-Bihari, Hafele

122	Expansion Joint Board	Supreme Industries, SIL FILL
123	Thermal Insulation Treatment	Pidilite, BASF, MYK SCHOMBURG (Verbal)
124	Sandwich PUF Paneled Roofing Sheets	Lloyd Insulation (India) Ltd, Jindal Mectec Pvt Ltd, Tata Blue Scope Ltd
125	Stainless Steel Railings/Accessories	Dorma, D-Line, Jindal Stainless Steel Ltd, ESSAI, D-Line
126	Structural and Weather Sealant	Dow Corning, Wacker, GE, Forsroc, BASF, Sika, Pidilite, Indo Asahi, Saint Gobain
127	Polysulphide Sealant	Pidilite, Fosroc, Choksey Chemicals, MYK SCHOMBURG, BASF
128	Bitumen Impregnated Board	Shalitex or equivalent
129	Polyethylene Backer Rod	Supreme Ind. Ltd or equivalent
130	Epoxy Grouts For Floor/Wall Tiles	Fosroc, CICO, Ardex, Laticrete, Arde Endura, Weber, Pidilite, MYK SCHOMBURG, Ultra-Tech
131	False Ceiling Members (Perimeter, Ceiling Section, Intermediates, Angles Etc.)	Armstrong, Gyp. Steel of India Gypsum Ltd (Saint Gobain)
132	Welding Rod	ADVANI, Esab
133	Floor Springs	Dorma, Dorest, Everite, Magnum, Godrej, Ingersoland&Geze
134	Metal Deck Sheet	TATA, SAIL
135	Shear Stud / Connector	KOCO and Hilti
136	Clamp. Rebar, Chemical Fastener	Hilti, Fischer, Wurth, Bosch, Canon
137	Anchor Fasteners / Bolts	Hilti, Fischer, Halfen, Bosch, Canon

138	Masking Tapes	3M. Sun Control Wonder Polymer
139	Dash Fasteners	Hilti, Fischer, Anchor, Kundan
140	Stainless Steel Bolts, Washers and Nuts	Kundan, Puja, Atul, Hilti, Arrow, Nettlefold, GWK
141	Stainless Steel Pressure Plate Screws	Kundan, Puja, Atul
142	Stainless Steel Friction Stay Hinges	Haffle, Securistyle, Earl Bihari, ROTO
143	Glass Reinforced Concrete Jali	Terrafirma, Ecovision& Mahesh GRC
144	Stainless Steel	Salem, Jindal, SAIL
145	Polycarbonate Sheets (Double/Single Wall)	Danpalon, Alcox, Polygal, V.A. Corporation, Joy Fab, Yadav Engineering, Lexan GE, Everest
146	Post Tensioning System	CRUX, VSL, Ultracon, BBR
147	PT Strands	DP Wires, Tata, Usha Martin
148	Adhesive/Glue	Dunlop, Vamorganic, Sika, Fosroc, Pidilite
149	Grouts & Epoxy Grouts	Balendura, Laticrete, Kerakoll, Weber, Laticrete, Ardex, Endura, Fosroc, Pidilite, MYK SCHOMBURG, Ultra-Tech
110	Solar Studs / Median Markers	3M, Avery Dennison, Nikkalite

111	Polycarbonate Convex Mirrors, Rubberised Road Hump	Unique Safety Solutions
112	Air Transfer Grills	Cool Grills Pune, Systemair India
113	Pulverized Stone Sand/Crushed Stone Sand (Manufactured Sand)	Rank Enterprises, Robo Sand
114	Cement Bonded Particle Board	BISON Boards of NCL Company, Shera, AEROCOR C Boards HIL
115	Admixtures/Plastisizers	Fosroc, CICO, Sika, BASF & Normet, MYK SCHOMBURG
116	Rockwool/Glasswool Insulation	Twigafiber, LlyodInsulation, Supreme
117	Stainless Steel Wire Mesh	Champion, GKD, Wmw
118	Ball Bearing Hinges And Spring Hinges	Dorma, Hafele, Geze, Dorset, Magnum, Dorest,
119	Four Point/Multi Point Locking Handle	Hefele, Alu-Alfa, Geze, Dorma, Godrej
160	Precoated Galvanised Iron Profile Sheets-	Pennar, Tata, Blue Scope, NCL Nippon Steel
161	Bitumen	Indian Oil, HPCL, BPCL, MRPL
162	Adhesive Tape	Norton and 3M
163	Spider Fittings For Structural Glazing	Dorma, Sevax
164	PTMT Fittings/Fixtures-	Prayag, Shakti
165	Commercial Board	Green Board (Premium), Kitply, Duro (Exterior Grade)
166	Aluminium Hardware Fittings	Argent, Classic (ISI Marked)
167	PVC WC Seat Cover	Commander
168	Frameless Glass Partitions & Pivoted Doors	DORMA



169	Silicon Sealant	Wacker, Dowcorning
170	Pre-Laminated MDF Boards	Scheit, Span, Euro
171	Sand Cast Iron Pipes & Fittings	RIF of ISI marked, AVON
172	SWG Pipes & Gully Trap	Perfect, Anand with ISI Marked
173	Railing	Hindalco
174	RO Plants/Softner	Ion Exchange, Eureka, Kent, Krona
175	HDPE Pipes	Jain irrigation, Reliance Gautami, Nagarjuna
176	Geo Textile (Water Proofing)	BASF, SIKA, FORSOC, MYK Schomburg
177	Aerocon Panels	Aerocon HIL, HIL Ltd
178	HDPE Drain Board	BASF, SIKA
179	Non- shrink Grout	Ultra-Tech
180	Gypsum Plaster/Polymer modified Self curing plaster.	Ultra-Tech
181	Ready mix Plaster	Ultra-Tech
182	Micro Concrete	Ultra-Tech

LIST OF APPROVED MAKE OF MATERIALS (FOR ELECTRICAL WORKS)		
S. No	Materials	Approved Make
1.	Modular type Switches/ Sockets/Fan Regulators/Telephone/LAN/T V 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/NelcoAvonplast
4.	Metal Clad Sockets	Legrand, Hager, Schneider, Honsel, 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, schneider, 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, Finolex, KEI, Torrent Havells, Orient cable



		India
15.	MV & Control Cables	Unistar, Finolex, KEI, RPG, Havells, Torrent
16.	Cable Glands	HMI, Comet, Brasco, Jainson
17.	Cable Luge	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, Schneider, Sudhir, Voltamp
24.	Capacitors	Neptune, Epcos, Schneider, Legrand, ABB, Unistar, L & T, Simens, Havells
25.	HT CTs/PTs	AE, Kappa, Jyothi, Kalpa, Pragathi, HuphenElectromech
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, Leroysoner, Toyodnky, Kirloskar, Mitsubishi
33.	Electronic Relays	Woodwards, DEIF, AVK-SEG, GCU of powerica
34.	Capacitor SwitchinConductors	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.	Streel 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	Terexel, Havell, Unistar, Finolex, KEI, Torrent
43.	Outdoor isolator with fuses GODO (11KV)	Skipper, pactil
44.	Lightning arrestor 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 Watewr/ Soft Water Pumps	Kirloskar, Grundfos, Beasconweir
49.	Motors	Kirloskar, Crompton, Seimens
50.	Pressure Switch	Switzer, Infoss, Dandoss



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, Intervolve, Advance
55	Electrically Operated Butterfly Valves	Audco, Intervolve, 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 Pusj 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 1100mm dia jindal –GBD above 1100 dia,
Sl. No	Materials	Approved Make
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
	<u>FIRE ALARM SYSTEM</u>	
74	Multi Detectors	Bosch/Seimens/Edwards/Notifier
75	Control/Monitor Modules	Bosch/Seimens/Edwards/Notifier
76	Manual Call Points & Loop Sounders	Bosch/Seimens/Edwards/Notifier
77	Fault Isolators	Bosch/Seimens/Edwards/Notifier
78	Siren	Bosch/Seimens/Edwards/Notifier
79	Control Panel – Fas	Bosch/Seimens/Edwards/Notifier
80	Repeater Panel	Bosch/Seimens/Edwards/Notifier
81	Twisted Pair Cables	Lapp/Teleflex/Kflex/Depanjan/Surabhi
82	Ofc Single Mode	Commscope/ Schneider/Belden Or Equilant
83	Media Convertors	Digisol/Dlink/Ikshu/Dax
	<u>CCTV SYSTEM:</u>	
84	Cameras/ Lens	Bosch/Pelco/Sony.
85	Video Management Server	Bosch /Hp MI 350/Ibm/Dell
86	Vm Software	Iq Vision Pro/Milestone/Mirasys
87	L2 & L3 Switches	Dlink/Nortel/Mrotek/Digi Link/Digi Sol



88	Monitors	Sony/Samsung.
89	Cat 6 Cable	Finolex/Legrand/Dlink
	<u>AIR CONDITIONING</u>	
90	Air Conditioning	Daikin, Haier, Hitachi .
	<u>MISCELLANEOUS</u>	
91	Plb Duct	Duraline/Berlia
92	Warning Tape	Vijay Wire
93	Patch Cords	Amp/Molex/Tyco/Digilink
94	Racks	Rittal, Valrack, Schneider
95	UPS	APC/EMERSON/LUMINIOUS/ EATON/ GE/GUTOR/ POWERWARE Or Eqvilant
96	RFID Electronic Route Marker	STANLAY Or Eqvilant.
97	RFID Marker Locator	Stanlay/ 3m
98	Three Phase Electrical Power Distribution Unit	Apc/Apw President/Netrack&Rittal
99	Battery	Quanta / Exide / Panasonic OrEqvilant

	Electricals	
100	Cable Trays	Mek / Patney/ Indiana
101	Hot Water Generator	Rapid Cool, Emerald
102	Expanded Polysterene	Stypack, Beardsell, Lloyd's
103	Controllers	Siemens, Honeywell, Johnson, Schneider
S.No.	Materials	Manufacturer/Vendor
104	Flow Sensors	Siemens, Honeywell, Johnson, Schneider
105	Filter Dp Sensors	Siemens, Honeywell, Johnson, Schneider
106	Computers	Dell, Wipro, Hcl, Hawlett Packard
107	Printer	Hawlett Packard, Wipro, Canon, Modi
108	Monitor	Samsung, Hawlett Packard
109	Transmitters	Siemens, Honeywell, Johnson, Schneider
110	Amplifiers	Siemens, Honeywell, Johnson, Schneider
111	Panels	Any Cpri Certified Manufacture 2 Years Certification

Note :-

1. Make of various materials mentioned in description of Schedule 'A' shall take precedence over makes mentioned in the list.
2. In case no make is mentioned in description of item of Schedule 'A', makeshall be approved by the Engineer in charge from the list given above on production of samples by the contractor.



BOQ - NOTES

1. SCOPE OF WORK

- a) Scope of work is broadly described in Schedule 'A' to these documents.
- b) Schedule 'A' is based on percentage BOQ. The items of work shall be measured net as executed and paid for under respective items of schedule.
- c) All items of work under Schedule 'A' shall be read in conjunction with drawings, particulars specifications, technical specifications and list of approved makes of materials. Wherever the details are not available standard engineering practices as per BIS shall be applicable.
- d) Quantities given in Schedule 'A' are provisional and shall be executed as ordered by the Engineer-in-charge.

2. UNIT PRICES/RATES

- (a) Unit prices/rates shall be deemed to include cost of all materials, labour, GST, Excise duties, Octroi, Customs duty, Transportation, T&P machinery, loading, unloading, escalation on all accounts, watch & ward etc. including all other over heads and profits.
- (b) Unit rates of all items of work shall include working at all locations, conditions heights, depths leads & lifts etc. complete in all respects.
- (c) The unit rates also includes the requirement to fulfil the security clauses, special condition of Green Building, safety health environment & other contractual obligation as mentioned in the tender documents.
- (d) The total scope of work shall be deemed to have been covered by relevant items of the BOQ relevant drawings & specifications. Minor constructional details of all relevant items which are essential for the overall completion of work but are inadvertently left un described or un detailed in any



of the documents forming part of the Job Order, shall be deemed as taken into account in quoted unit prices/rates.

(d) The bidders are required to quote their rates plus (+) or Minus (-) in percentage over total amount. Tenderer shall quote the rates percentage by selecting the option excess (+) or less (-) to quote the percentage above / below the total amount.

(e) The contractor shall be paid for the actual net quantity of work executed by him at the contract rates.

(f) The rates for each item of work in schedule shall include supply for full execution, testing, commissioning & completion and the installation as per specification & drawings. The rates shall also include all wastage of materials, hoisting, lowering & fixing in position.

3. **MATERIALS & WORKMANSHIP:**

All materials shall be contractor's supply and shall be of best quality available. Samples of materials shall be got approved from the Engineer-in-Charge and a record of the same maintained.

4. Wherever any reference to any Indian Standards occurs in the documents relating to this contract, the same shall be inclusive of all amendments issued thereto or revisions thereof, if any, up to the date of receipt of tenders.

Coarse sand and aggregate should be obtained from approved sources. The same shall be clean and sharp angular grit type. The coarse sand shall be screened before using, if required. If the sand brought to site is dirty, it must be washed in clean water to bring the sand to the required specifications. Nothing extra shall be payable on this account.

The rates for all items of work, shall unless clearly specified otherwise will be deemed to include cost of all required operations and all inputs of labour, material, T&P, scaffolding, wastages, watch & ward, other inputs, all incidental charges, all taxes, cess, GST, duties, levies etc. required for the execution of the work.

5. **TECHICAL SPECIFICATION**

Material & workmanship as per CPWD specification Volume-I & II with latest amendments otherwise specified. In the absence of item not covered in CPWD IS codes/ MORTH specification shall be followed.

6. **ESCALATION**

All escalation in the prices of materials, fuel, power, light and labour wages etc. during the currency of contract and / or as a result of coming into force of any fresh law or statutory rules or order or any other reason during contract period shall not be considered or reimbursed.



SCHEDULE 'A' OF ITEMS(PERCENTAGE BOQ)

Please refer Percentage BOQ (Separate Excel Sheet)