

SECTION – III
**GENERAL CONDITIONS OF CONTRACT AND CONTRACT
DATA**

CONDITIONS OF CONTRACT

| Sl. No. | Table of Contents |
|----------------|--|
| A. | General |
| 1. | Definitions |
| 2. | Interpretation |
| 3. | Type of Contract |
| 4. | Language and Law |
| 5. | Delegation |
| 6. | Communications |
| 7. | Subcontracting |
| 8. | Facilities to Other Contractors |
| 9. | Cooperation & Co-Ordination |
| 10. | Personnel |
| 11. | Removal Of Employees |
| 12. | Owner's and Contractor's Risks |
| 13. | Insurance |
| 14. | Statutory Regulations |
| 15. | Labor Laws And Regulations |
| 16. | Site Investigation Reports |
| 17. | Site |
| 18. | Queries about the Contract or Contract Data |
| 19. | Contractor to Construct the Works |
| 20. | The Works to be Completed by the Intended |
| 21. | Approval by the Project Manager |
| 22. | Security and Safety at Site |
| 23. | Instructions |
| 24. | Settlement of Disputes |
| 25. | Dispute Review Expert |
| 26. | Work To Be Continued During The Arbitration |
| 27. | Suspension of Work |
| 28. | Access to the Site |
| 29. | Supervision |
| 30. | Interference with Traffic & Adjoining Properties |
| 31. | Supply of Plant and Labor |
| B. | Time Control |
| 32. | Programme |
| 33. | Extension of the Intended Completion Date |
| 34. | Delays Ordered by the Project Manager |
| 35. | Management Meetings |
| 36. | Early Warning |

| Sl. No. | Table of Contents |
|----------------|--|
| C. | Quality Control |
| 37. | Examination of Work |
| 38. | Uncovering and making openings |
| 39. | Removal of Improper work and Materials |
| 40. | Identifying Defects |
| 41. | Tests |
| 42. | Correction of Defects |
| 43. | Uncorrected Defects |
| 44. | Action Where No Specification |
| 45. | Care of Works |
| D. | Cost Control |
| 46. | Bill of Quantities |
| 47. | Variations & Extra Items |
| 48. | Payments for Variations |
| 49. | Cash Flow Forecasts |
| 50. | Payment Certificates |
| 51. | Payments |
| 52. | Compensation Events |
| 53. | Tax |
| 54. | Income Tax |
| 55. | Currencies |
| 56. | Retention |
| 57. | Liquidated Damages |
| 58. | Mobilization Advance & Advance Payment |
| 59. | Securities |
| 60. | Cost of Repairs |
| E. | Finishing the Contract |
| 61. | Completion |
| 62. | Virtual & Final Completion Certificate |
| 63. | Taking Over |
| 64. | Final Account |
| 65. | Operating and Maintenance Manuals |
| 66. | Termination |
| 67. | Payment upon Termination |
| 68. | Property |
| 69. | Release from Performance |
| 70. | Default of Contractor |
| F. | Contract Data |

GENERAL CONDITIONS OF CONTRACT

A. GENERAL

1 Definitions

- 1.1 Terms, which are defined in the Contract Data, are not also defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms
- 1.2 The words 'APPROVED' and 'APPROVAL', where used in the Specifications shall mean, respectively, approved by and approval of the Owner or a person duly authorized by Owner for the grant of such approval.
- 1.3 The ARCHITECT shall mean **M/s. Hosmac India Pvt. Ltd.**, or their duly authorized representative(s), who are empowered by Owner to act on behalf of the Owner for the purpose of designing and providing architectural and Structural drawings for this tender of the proposed facility.
The Project Management Consultant shall mean **M/s. TATA Consulting Engineers.**, or their duly authorized representative(s), who are empowered by Owner to act on behalf of the Owner for the purpose of Project Monitoring, scheduling, technical supervision, quality and Safety at work for this tender of the proposed facility.
- 1.4 BILL OF QUANTITIES or CONTRACT BILL means the priced and completed Bill of Quantities forming part of the Bid.
- 1.5 'CLERK OF WORKS/ Engineer' shall mean Engineer or Supervisor or any such representative appointed by the Owner/Project Manager to supervise and monitor the Works
- 1.6 The COMPLETION DATE is the date of completion of the Works as certified by the PROJECT MANAGER in accordance with Sub Clause 63.1
- 1.7 The CONTRACT is the contract between the Owner and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.2 below.
- 1.8 The CONTRACT DATA defines the documents and other information, which comprise the Contract.
- 1.9 CONTRACT DRAWINGS/ DRAWINGS means all Drawings and Sketches provided by the Project Manager to the Contractor from time to time during the course of the Project for the execution of Works.
- 1.10 The CONTRACTOR is a person or corporate body who has presented his Bid to carry out the Works and the same has been accepted by the Owner.
- 1.11 The CONTRACTOR'S BID is the complete Bidding document submitted by the Contractor to the Owner.
- 1.12 The CONTRACT PRICE is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the CONTRACT.
- 1.13 DAYS are calendar days; MONTHS are calendar months.
- 1.14 A DEFECT is any part of the Works not completed in accordance with the specifications and the Contract.
- 1.15 The DEFECTS LIABILITY PERIOD is the period named in the Contract Data and the Contract and calculated from the Completion Date.

- 1.16 The DISPUTE REVIEW EXPERT will be appointed jointly by the Owner and the Contractor to resolve disputes in the first instance, as provided for in the contract.
- 1.17 The Owner / Client / Employer shall mean Project Coordinator **and** shall include their successors and assigns, as well as their authorized officers / representatives.
- 1.18 EQUIPMENT is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
- 1.19 FORCE MAJEURE shall mean declared war, civil war, tidal waves, fire, major flood, earth quakes damage from aircraft, nuclear fission, riots (other than among the contractor's employees) lightning and other such causes over which the contractor has no control and are accepted as such by the PM-in-charge whose decision shall be final and binding.
- 1.20 The INITIAL CONTRACT PRICE is the Contract Price listed in the Owner's Letter of Award.
- 1.21 The INTENDED COMPLETION DATE is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract. Only the Project Manager may revise the Intended Completion Date by issuing an extension of time.
- 1.22 MATERIALS are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- 1.23 'NOTICE IN WRITING or 'WRITTEN NOTICE' shall mean a notice, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the address of the party mentioned in the bid/contract and shall be deemed to have been received when, in the ordinary course of post, it would have been delivered.
- 1.24 The term PARTY and PARTIES wherever used shall respectively refer to the Owner and the Contractor individually and jointly.
- 1.25 PLANT/ EQUIPMENT are any integral part of the Works, which is to have a mechanical, electrical, electronic or chemical or biological function.
- 1.26 PROJECT COORDINATOR shall be the Project Manager's representative responsible for the coordination between Consultants, Owner and the Contractors.
- 1.27 PROJECT MANAGER or Engineer or PMC (Project Management Consultancy) or Consultant shall mean **M/s. TATA Consulting Engineers** or their authorized representative(s), who are authorized and empowered by the Owner to act on behalf of the Owner, and all references to Owner in this document shall be read in conjunction with the context of this clause.
- 1.28 'PROJECT MANAGER'S INSTRUCTIONS' shall mean any drawings and/ or instructions given orally or in writing, details, directions and explanations issued by the Owner / Project Manager, from time to time, during the contract period.
- 1.29 The SITE shall mean the actual place of the contract Work including any building and erections thereon and any other land allotted by the owner for Contractor's use.
- 1.30 SPECIFICATION means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
- 1.31 The START DATE is the date of commencement as given in the Contract/ contract Data

- 1.32 A SUB-CONTRACTOR shall mean the person named in the Contract, undertaking a part of the work or any person to whom a part of the contract has been sublet, with the consent, in writing, of Owner / Project Manager, and the heirs, legal representative, successors and assigns of such person.
- 1.33 TEMPORARY WORKS are works designed, constructed, installed, and removed by the Contractor, which are needed for construction or installation of the Works.
- 1.34 A VARIATION is an instruction given by the Project Manager, which varies the Works.
- 1.35 The WORKS are what the Contract requires the Contractor to construct, install, and hand over to the Owner, as defined in the Contract/ Contract Data.
- 1.36 'WRITING' shall include any manuscript, typewritten or printed statement, under or over signature of seal as the case may be.
- 1.37 Words imparting 'PERSONS' shall include Firms, Companies, Corporations and other bodies, whether incorporated or not
- 1.38 PROJECT SCHEDULE or PROGRAMME means the schedule or Programme as submitted by the contractor and approved by the Project Manager as per Clause 32 & 33 of the contract
- 1.39 The SITE shall mean the place/land at Madhav Netralaya Eye Institute and Research Centre, Siddhi Kendra, Vasudev Nagar, Hingna Road, Nagpur. 440036 where Hospital building is to be constructed.

2 Interpretation

- 2.1 If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
- 2.2 The documents forming the Contract shall be interpreted in the following order of priority:
- 2.2.1 Agreement
 - 2.2.2 Letter of Intent (LOI) and acceptance, notice to proceed with the works
 - 2.2.3 Contractor's accepted Final Priced Bill of Quantities
 - 2.2.4 Contract Data
 - 2.2.5 Conditions of Contract including General and Special Conditions of Contract
 - 2.2.6 Drawings
 - 2.2.7 Specifications and Site Instructions
 - 2.2.8 Any other document listed in the Contract Data as forming part of the Contract
- 2.3 Immediately after the execution of the contract, one copy of the Contract Document and two sets of the Contract Drawings shall be supplied to the Project Manager, Contractor and one copy of the Contract Document to the Owner.
- 2.4 After the award of the Contract the Contractor shall without charge be supplied with all such further drawings and details as may be prepared by the Architect and his Consultant, from time to time as the work proceeds as are reasonably necessary either to explain or amplify the Contract Drawings or to enable the Contractor to carry out and complete the Work in accordance with these Conditions.
- 2.5 None of the documents herein before mentioned shall be used by the Contractor for any purpose other than this Contract and neither the Owner nor the Architect, Project Manager shall divulge or use except for the Purpose of this Contract any of the prices in the Contract Bills.

3 Type of Contract

- 3.1 The Contract shall be an item-rate contract. The Contractor shall be paid for the actual quantity of work done, as measured at site and approved by the Project Manager, at the rates quoted by the Contractor in the Contract Bills. The quoted rates by the contractor may either be based on procurement of material by him or alternatively selected material procured by the Owner and supplied free / at approved rates to the contractor. The Bill of Quantities will indicate accordingly.

4 Languages and Law

- 4.1 The language of the Contract shall be English and the laws governing the Contract shall generally be the Laws of India and specifically the Laws prevailing in the state of Punjab.

5 Delegation

- 5.1 The Project Manager with the prior approval of the Owner may delegate any of his duties and responsibilities to other people except to the Dispute Review Expert after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6 Communications

- 6.1 Communications between Parties that are referred to in the conditions are effective only when in Writing.
A Notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7 Subcontracting

- 7.1 The Contractor shall not directly or indirectly transfer, assign, sub-contract or submit entire or part of the work without the written permission and approval of the Owner. Subcontracting does not alter the Contractor's obligations.
- 7.2 In respect of the work or goods, the subject of the sub-contract, the sub-contractor will undertake towards the Contractor the like obligations and liabilities as are imposed upon the Contractor towards the Owner by the terms of the Contract and will save harmless and indemnify the Contractor and Owner from and against the same and from all claims demands, proceedings, damages, costs, charges and expenses whatsoever arising out of or in connection with the contract between the Contractor and the Sub-contractor.
- 7.3 The Sub-Contractor will save harmless and indemnify the Contractor and Owner from and against any negligence by the Sub-Contractor, his agents, workmen and servants and from and against any misuse by him or them of any Constructional Plant or Temporary Works provided by the Contractor for the purpose of the Contract and from all claims as aforesaid. Before issuing under any certificate which includes any payment in respect of work done or goods supplied by any Sub-Contractor the Project Manager shall be entitled to demand from the Contractor reasonable proof that all payments (less retention) included in previous certificates have been made to the sub-contractor in respect of the work discharged by the Contractor in default whereof unless the Contractor shall inform the PM in writing that he has reasonable cause for withholding or refusing to make such payment and produce to the PM reasonable proof that he has so informed such Sub-Contractor in writing
- 7.4 The Owner shall be entitled to pay to such Sub-Contractor direct upon the Certificate of the PM all payments (less retention) which the Contractor has failed to make to such Sub-Contractor and to deduct by way of set-off, the amount so paid by the PM from any sums due or which become due from the Owner to the Contractor

- 7.5 Provided always that where the PM has certified and the Owner has paid direct as aforesaid the PM shall in issuing any further certificate in favor of the Contractor deduct from the amount thereof the amount so paid directly, but shall not withhold or delay the issue of the certificate itself when due to be issued under the terms of the Contract.
- 7.6 If the PM desires to secure final payment to any Sub-Contractor before final payment is due to the Contractor and if such Sub-Contractor has satisfactorily indemnified the Contractor against any latent defects then the PM may in a certificate under Clause 36 of Special Condition include an amount to cover the said final payments and there upon the Contractor shall pay to such Sub-Contractor the amount so certified and the limit of retention money to the Tender shall be reduced in proportion to the amount so certified and the Contractor shall be discharged from all liability for the work or materials covered by such certificate except for any latent defects.

8 Facilities to Other Contractors

- 8.1 The Contractor shall share the Site with other contractors, utilities, and the Owner between the dates given in the Schedule of Other Contractors. The Contractor shall as refer to in the Contract, also provide facilities and services for them as described in the Schedule. The Owner may modify the Schedule of other contractors and shall notify the Contractor of any such modification. During the progress of construction, other contractors may be concurrently working at site. The main contractor shall properly connect and coordinate his work with others in consultation with PM.

9 Cooperation & Co-Ordination

- 9.1 The contractor shall carry out his work in such a manner that the work of other agencies operating at site is not hampered or held up due to any action of the contractor. In case of dispute the decision of PM shall be final and binding on the contractor. The contractor undertakes that he will give full co-operation & coordination to the PM and other agencies, to enable smooth and timely completion of the Project. For this purpose, the Contractor shall at all times give access to workmen employed by other agencies on the buildings and to provide if necessary at costs to be mutually agreed between such other agency, with proper, sufficient, special scaffolding, hoists and ladders and also provide them with water and electricity, lighting and leave or make any holes, grooves etc., in any work where directed by PM as may be required to enable such workmen to lay or fix, pipes, electric wiring, special fittings etc.

10 Personnel

- 10.1 The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Contract to carry out the functions stated in the Schedule or other personnel approved by the Project Manager. Change of the contractor Lead Person shall be one till end of the project, The Project Manager will approve any proposed replacement of key personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the Schedule.

11 Removal of Employees

- 11.1 The Project Manager shall be at liberty to object to and require the contractor to remove forthwith from the Works any person employed by the Contractor in or about the execution or maintenance of the works who in the opinion of the Project manager misconducts himself or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the Project Manager to be undesirable and such person shall not be again employed upon the works without the written permission of the Project Manager. Any person so removed from the Works shall be replaced as soon as possible by a competent substitute approved by the Project Manager. The Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the Work in the Contract.

12 Owner's and Contractor's Risks

12.1 The Owner carries the risks, which this Contract states are Owner's risks, and the Contractor carries, the risks, which this Contract states, are Contractor's risks

12.2 Owner's Risks

12.2.1 The Owner is responsible for the excepted risks, which are

12.2.2 In so far as they directly affect the execution of the Works in the Owner's country, Force Majeure risks (such as war, hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot commotion or disorder (unless restricted to the Contractor's Employees), and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive), or

12.2.3 A cause, due solely to the design of the Works, other than the Contractor's design.

12.3 Contractor's Risks

12.3.1 All risks of loss or damage to physical property and of personal injury and death that arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13 Insurance

13.1 a) The Contractor shall provide before commencement of works, a Contractor's All Risk (CAR) insurance policy valid for contract period of contract value (including the cost of Owner supplied materials, if any) as approved by PM to cover the damages to the Works, Plant and Materials, Equipment, loss of property and personal injury or death (including all his workers and staff at site and any third party), in the joint names of Owner and Contractor on the basis of supporting documents as required by the Insurance Company. The original policy will be deposited with the Owners. The policy shall be in force throughout the period of construction including extended time, if any. The onus shall be on the Contractor for any lapses. The CAR policy shall be limited to the contract value. The third party insurance shall cover 5 Lakhs per accident or occurrence, there being no limit on the number of such accidents or occurrences.

b) The contractor shall take a Workmen Compensation Policy from approved Insurance Agency for adequate coverage of manpower

13.2 The Janata Insurance policy or policy to cover the compensation claims arising out of Workmen's Compensation Act, 1923 will be taken out and a copy of the same will be submitted before asking C.C. and renewed during the construction of work as the owner has to submit revalidated Janata Insurance Policy from time to time to the Municipal Corporation.

13.3 The Contractor shall deliver Policies and certificates for insurance to the Project Manager for approval before the Date of start of work. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

13.4 If the Contractor does not provide any of the policies and certificates required, the Owner may affect the insurance, which the Contractor should have provided and recover the premiums the Owner has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

13.5 Alterations to the terms of insurance shall not be made without the approval of the Owner/
Project
Manager.

- 13.6 Both Parties shall comply with the conditions of the insurance policies.
- 13.7 The Contractor shall be responsible for anything which may be excluded from the Insurance Policies above referred to and also for all other damages to any property arising out of and incidental to the negligent or defective carrying out of this Contract. He shall also indemnify the Owner in respect of any costs, charges or expenses arising out of any claim or proceedings and also in respect of any Award of Compensation of damage arising there from
- 13.8 The Contractor shall indemnify the Owner against all claims which may be made against the Owner by any member of the public or other third party in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expense arrange to effect and maintain, until the Virtual Completion of the Contract.
- 13.9 All the policies mentioned above shall cover working on lifts, hoists, winches and work with explosives.
- 13.10 The contractor shall be responsible for making and settling the claims failing which the contractor will be responsible for making good the loss/damage if any to the Owner /Owner.
- 13.11 The contractor shall be responsible for the facilities to be provided by the contractor at his own cost.
- I) A temporary site office with toilet facilities.
 - ii) All necessary assistance and instruments during checking the
 - work. iii) Testing Laboratory – A test lab set up at site.

14 Statutory Regulations

- 14.1 The contractor shall conform to the provisions of any Act of the Legislature relating to the works, and to the Regulations and Byelaws of any authority / authorities under whose jurisdiction the work falls. The contractor shall bring to the attention of the PM all notices required by the said Acts, Regulations or Bye-laws to be given to any authority and pay to such authority, or to any public office all fees that may be properly chargeable in respect of the works, and lodge the receipts with the PM. The contractor shall indemnify the Owner against all claims in respect of patent rights, and shall defend all actions arising from such claims, and shall himself pay all royalties, license fees, damage costs and charges of all and every sort that may be legally incurred in respect thereof.

15 Labor Laws and Regulations

- 15.1 No laborer below the minimum age stipulated by the Labor Laws & Regulations shall be employed on the work. The Contractor should obtain a valid labor license from the licensing officer (Assistant Commissioner of labor (Regulation & Abolition) Rules, 1971), before employing the labor and should communicate this to the Owner/PM in advance. Such license shall be valid throughout the execution of contract,
- 15.2 It is the sole responsibility of the Contractor to maintain all necessary registers and records as prescribed by Labor Laws & Regulations including the following:
- 15.3 The contract labor (Regulation & Abolition) Act 1971, and rule made hereunder
- 15.3.1 The Minimum Wages Act 1948
 - 15.3.2 The Payment of Wages Act 1936
 - 15.3.3 The Factories Act 1948

15.3.4 The Workmen's Compensation Act 1923 and rules made there under.

15.3.5 The Employee's Provident Fund Act and Miscellaneous Provisions Act 1952.

15.3.6 Whenever required by PM, the Contractor will have to submit copies of the above.

15.4 The Contractor will have to comply with the provisions that will be made applicable to the Contractor by any act passed during the currency of the contract and he will be obliged to observe all statutory requirements.

15.5 If E.S.I.S. is applicable for this work, the Contractor will have to obtain the registration under E.S.I.S. and pay dues to the Government as per the specified rules.

15.6 The Contractor shall have due regard to all recognized festivals, days of rest and religious and other customs while dealing with labor in his employment.

15.7 In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, the Government, or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same may make orders and requirements.

15.8 The contractor on acceptance of his offer shall obtain license for the specified work under the contract labor (Regulation and Abolition Act) 1970 before commencing the work.

16 Site Investigation Reports

16.1 Contractor, in preparing the Bid, may rely on any Site Investigation Reports as provided by the Owner, if it is available, supplemented by any other information available to the Bidder.

17 Site

17.1 SITE VISIT- Before tendering, the bidder shall visit and examine the Site and satisfy himself. No extra charge made in consequence of any misunderstanding or incorrect information on any of these points, or on the grounds of insufficient description, will be allowed. Should the bidder after visiting the Site, find any discrepancies, omissions, ambiguities or conflicts in or among the Contract Document, or to be in doubt as to their meaning, he shall bring the questions to the Project Manager/ Project Coordinator's attention immediately before the last date for submission of the tender.

17.2 POSSESSION OF THE SITE: The Contractor shall be allowed admittance to the site on the 'Date of Commencement' stated in the Contract Data and he shall thereupon and forthwith begin the work and shall regularly proceed with and complete the same on or before the 'Date of Completion' stated in the Contract Data subject nevertheless to the provision for extension of time hereinafter contained.

17.3 DISCOVERIES AND TREASURES: Anything of historical or other interest or of significant value or any treasures like coins or objects of antiquity unexpectedly discovered on the Site is the property of the Owner. The Contractor is to notify the Project Manager and Owner of such discoveries and carry out the Owner's instructions for dealing with them.

18 Queries about the Contract or the Contract Data

18.1 The Project Manager shall clarify queries on the Contract or the Contract Data.

19 Contractor to Construct the Works

- 19.1 The Contractor shall construct and install the Works in accordance with the BOQ, Technical Specifications and Drawings.
- 19.2 The contractor shall erect his temporary structures like site office, go down etc. after the approval of layout by the Owner.
- 19.3 The Contractor shall construct in the proposed site, a temporary site office for contractor with toilet, electricity, water, computer with accessories and telephone. Temporary storage facility for his material located in the proposed site.
- 19.4 CONTRACT DRAWINGS
- 19.4.1 In general the Drawings shall indicate dimensions, position and type of construction; the Specifications shall indicate the qualities and the methods; and the Bill Of Quantities shall indicate the quantum and the rate for each item of work. Any work indicated on the Drawings and not mentioned in the Specification or vice versa shall be furnished as though fully set forth in both. Work not specifically detailed, called for, marked or specified, shall be the same as similar parts that are detailed, marked or specified. The Drawings shall be deemed to include all further modified and additional drawings that may be issued from time to time under the terms of the Contract.
- 19.4.2 The Contractor's work shall not deviate from the Drawings and the Specifications; The Project Manager's interpretation of these documents shall be final and without appeal.
- 19.4.3 Errors or inconsistencies discovered in the Drawings and Specifications shall be promptly brought to the attention of the Project Manager, through the PMC staff at site, for interpretation or correction. Local conditions, which may affect the work, shall likewise be brought to the Project Manager's attention. If at any time, it is discovered that work is being done which is not in accordance with the Contract Drawings and Specifications, the Contractor shall correct the work immediately. Corrections of defective work shall not be a basis for any claim for extension of time. The Contractor shall not carry on Work except with the knowledge of the Project Manager.
- 19.4.4 Figured dimensions on the Scale Drawings and large size details shall govern. Large size details shall take precedence over small-scale Drawings. Any work done before receipt of such details, if not in accordance with the same, shall be removed and replaced or adjusted, as directed by the Project manager, by the Contractor without expense to the owner. The general conditions apply with equal force to all the work including authorized extra work.
- 19.4.5 All drawings, Bill of Quantities and Specifications and copies thereof furnished by the Project Manager are his property. They shall not be used on any other work and shall be returned to the Project Manager at his request on completion or termination of the Contract.
- 19.4.6 If any RCC item requiring Reinforcement is envisaged in future, Reinforcing steel bar bending schedules shall be furnished to the Project Manager at least fifteen days prior to the fabrication of the reinforcement.
- 19.4.7 Drawings- Good for construction (site use) drawing may not be ready at the time of placing the orders but will be released progressively, and the Contractor shall have to proceed with the work as and where such drawings are released. Contractor shall have absolutely no claim against the Owner on this account and shall not be entitled for any compensation whatsoever on account of delay in release of issue of drawings, revisions in drawings etc.
- 19.4.8 The enclosed drawings with Bid Document are for reference and information of the Bidder only as they are preliminary in nature. These drawings indicate approximately the quantum and nature of work involved. The unit rates/prices quoted shall hold good for all the final design and drawings incorporated with all the required details actual execution. Contractor shall not have any claims for such details added under Released for Construction (site use) drawings.

19.5 SAMPLES AND SHOP DRAWINGS

- 19.5.1 After the award of the Contract, the Contractor shall furnish for the approval of the Project Manager, with such promptness as to cause no delay in his work or in that of any other Sub-Contractor samples and shop drawings required by the specifications or by the Project Manager. Samples shall be delivered as directed by the Project Manager.
- 19.5.2 Schedule giving dates for the submission of samples shall be included in the Schedule described. Unless specifically authorized all samples must be submitted for approval within sixty days (30 days) of signing the Contract and not less than one hundred and twenty days (60 days) before the date the particular work involved is scheduled to begin.
- 19.5.3 The Project Manager shall check and approve such samples, with reasonable promptness only for conformity with the design concept of the project and for compliance with the information in the Contract Documents. The Work shall be in accordance with the approved samples.
- 19.5.4 Cost of all shop drawings, bar bending schedule, fabrication drawings or formwork drawings and details to be furnished by the Contractor shall be deemed to be included in the item rate tendered for the work. Approval of shop drawings shall not be construed as authority for additional work or increased costs to the Owner. No adjustment of the item rates or any extension of time will be allowed to cover the cost and time for making required changes in shop drawings to comply with the requirements of the Contract Specifications. Rolling margin shall not be considered while making payments for fabrication and erection.
- 19.5.5 The approval of the shop drawings by PM shall not be considered as a complete dimensional check, but will indicate only that the general method of construction and detailing is satisfactory. Approval of such drawings will not relieve the Contractor of the responsibility for the errors of compliance with the requirements of the Contract Drawings and Specifications, nor any discrepancy between shop and Contract Drawings and Specification constitute a basis for deviation from the requirements of the contract plans and Specifications. The Contractor shall be responsible for the dimensions and design, and adequate fabrication, and erection, setting of other work done in advance of the receipt of approved drawing will be entirely at the Contractor's risk.

20 The Works to be completed by the Intended Completion Date

- 20.1 The Contractor shall complete the Works, as per drawings and specifications, by the Intended Completion Date as mentioned in the Contract Data in accordance with clause 7.1 of SCC. Time is the essence of contract .Work shall commence within 7 days from issue of Work Order /LOI and shall be completed within the period of 4 Months covering complete scope, within which main hospital Building in 3 months
4 Months covering complete scope, within which main hospital Building in 3 months (i.e. 04 Calendar Months in all, including Monsoon)

21 Approval by the Project Manager

- 21.1 The Contractor shall submit specifications and drawings showing the proposed Temporary Works to the
Project Manager, who is to approve them if they comply with the Specifications and Drawings.
- 21.2 The Contractor shall be responsible for design of Temporary Works.
- 21.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the
Temporary
Works.
- 21.4 The Contractor shall obtain Approval of third parties to the design of the Temporary works
where required.

21.5 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the programme submitted by the Contractor as per Clause 32 of the contract, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date subject to prior approval by the Project Manager before their use.

21.6 The temporary work shall be carried out by the contractor at his risk and cost.

22 Security & Safety at Site

22.1 The Contractor shall be responsible for the safety of all activities on the Site.

22.2 The Contractor shall provide safety belts, helmets, safety shoes/boots, safety nets, goggles etc. at all times, during the progress of the work and during the Defect Liability Period, proper and safe means of access, ladders with handrails, light, gangways etc. and the necessary attendants to move and adapt the same as directed by the PM.

22.3 The Contractor shall arrange and be responsible for Security of the Site during the contract period.

However, the Owner may at his discretion take over the security of the site excluding

Contractor's Materials & Plants during the contract period.

22.4 The Contractor shall be responsible for preventing damage to trees existing on the site and take necessary measures to safeguard their survival at his own cost. In case any trees are located within area of construction, the same shall be brought to the notice of PM and after approval for their removal, the Contractor shall apply for necessary permissions from the concerned authorities. Such trees will be removed only after obtaining necessary written permissions from the concerned authority.

22.5 The Contractor shall provide god owns in such a way to isolate fire-hazardous materials to fight fire effectively. All incidents of major or minor fire shall be brought to the notice of the Owner/ PM in writing.

22.6 It shall be the Contractor's responsibility to transport all equipment and materials to the job site at his own expense. The Contractor shall use only established roadways or construct and use such temporary roadways as may be necessary and approved by the PM. Any damage caused to the existing roads, curbing, sidewalks, paved areas etc. due to the Contractors activities at site, shall be repaired by the Contractor at his own expense

22.7 When the Contractor brings materials, intended for the works, to the site, such materials shall not be removed from the site (except for the purposes of being used on the works) without the written permission of the PM.

22.8 Dust Control: The Contractor shall ensure that while carrying out the construction, water is regularly sprayed on access roads and around worksites to minimize the nuisance because of dust.

22.9 The Contractor shall provide and maintain at all times sufficient First Aid equipment's and medicines at site and also nominate one person in charge of safety at site.

22.10 Contractor shall provide suitable arrangements for firefighting at his own cost. For this purpose, he shall provide requisite number of Fire Extinguishers and adequate number of buckets, some of which are to be always kept filled with sand and some with water. These equipment's shall be provided at suitable, prominent and easily accessible places and shall be properly maintained.

22.11 The Contractor may be subject to periodic fire prevention inspections and any deficiency or unsafe condition shall be corrected by the Contractor at his own cost and to approval of the PM and the relevant authorities.

22.12 These fire prevention inspections shall include but not limited to the following:

22.12.1 Proper handling, storage and disposal of combustible materials, liquids and waste.

22.12.2 Work operations, which can create fire hazards.

22.12.3 Access for firefighting equipment.

22.12.4 Type, size, number and location of fire extinguishers or other firefighting equipment.

22.12.5 Inspection and maintenance records for extinguishers.

22.12.6 Type, number and location of containers for the removal of surplus materials and rubbish.

22.12.7 General housekeeping.

For more details please refer Annexure A to SCC.

23 Instructions

23.1 The Contractor shall carry out all instructions of the Project Manager, which comply with the applicable laws where the Site is located.

23.2 The Contractor shall permit the Owner to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Bank, if so required by the Owner.

23.3 If the contractor after receipt of written notice from the PM requiring compliance with such further drawings and/or PM's instructions, fails within the time limit to comply with the same, the PM may employ and pay other agencies to execute any such work whatsoever as may be necessary to give effect thereto and all cost incurred in connection therewith shall be recoverable from the main contractor by PM/Owner from any money due or to become due to the contractor.

24 Settlement of Disputes

24.1 If any dispute or difference of any kind whatsoever shall arise between the Owner or the Project Manager (PM) and the Contractor in connection with or arising out of the Contract or the carrying out of the works (whether during the progress of the works or after their completion and whether before or after the termination, abandonment or breach of the contract) it shall in the first place be referred to and settled by the Project Manager (PM) who within a period of 30 days after being requested by either party to do so shall

give written notice of his decision to the Owner and the Contractor. Same as hereinafter provided such decision shall be final and binding on the Owner and the Contractor until the completion of the work and shall forthwith be given effect to by the Contractor who shall proceed with the works with all due diligence.

The Project Manager will communicate his decision on the dispute in writing to the contractor and the Owner. The contractor shall inform his acceptance or refusal within 15 days in writing to the PM/Owner. In case of non-acceptance of the PM's decision the contractor shall approach Dispute Review Officer within next 15 days presenting his Claim/ Dispute. The decision of Dispute Review Officer shall be available in one month from presentation to him and the same will be binding on the contractor and the Owner. The contractor shall confirm his acceptance or refusal in writing to PM in 15 days. In case of disagreement on the decision of Dispute Review Officer, the contractor shall give notice within

28 days and proceed for Arbitration proceedings if he desires so. The Owner is also free to take up Arbitration proceedings on the merits of the decision.

- 24.2 If the Contractor or the Owner believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Dispute Review Expert within 15 days of the notification of the Project Manager's decision. The Dispute Review Expert shall give a decision in writing within 28 days of receipt of a notification of a dispute.
- 24.3 The Dispute Review Expert shall be paid as mutually agreed by the Parties of this contract, and the cost shall be divided equally between the Owner and the Contractor, whatever decision is reached by the Dispute Review Expert. Either party may refer a decision of the Dispute Review Expert to the Arbitrator within 28 days of his written decision. If neither party refers the dispute to arbitration within the above 28 days, the Dispute Review Expert's decision will be final and binding.
- 24.4 If the Project Manager (PM) or Dispute Review Expert shall fail to give notice of his decision as aforesaid or if either the Owner or the Contractor be dissatisfied with any such decision then and in any such case either the Owner or the Contractor may within 30 days after the expiration of the first named period of 30 days or within 15 days after the expiration of second named period of 15 days (as the case may be) required that the matter or matters in dispute be referred to arbitration as provided in the Contract. All disputes or difference in respect of which the decision (if any) of the Project Manager (PM) / Dispute Review Expert has not become final and binding as aforesaid shall be finally settled within the meaning of the Arbitration & Conciliation Act 1996.
- 24.5 The Owner shall give a panel of three prospective Arbitrators' from which Contractor shall nominate and appoint a Sole Arbitrator whose decision shall be final and binding on both the parties.

25 Dispute Review Expert

- 25.1 The Dispute Review Experts shall be selected and appointed as one from the following
- Any Reputed Senior Architect or Civil Engineer agreed by Owner and the Contractor, having at least 30 yrs. of relevant experience.
- Any reputed civil Project Manager, who had experience as structural Project Manager of more than 20 yrs.
- 25.2 The name of the Dispute Review Expert, his fee and reimbursable expenses shall be decided by the Owner, with the consent of the Contractor within three months of the award of Work.
- 25.3 Should the Dispute Review Expert resign or die, or should the Owner and the Contractor agree that the Dispute Review Expert is not fulfilling his functions in accordance with the provisions of the Contract; a new Dispute Review Expert will be jointly appointed by the Owner and the Contractor.

26 Work to be continued during the Arbitration

- 26.1 In case the contractor is not satisfied with the decision of PM/Dispute Review expert; he shall inform the same in writing to the Owner/ PM. All such decisions of dispute or disagreement may be referred to Arbitration within specified time limit as per A&C act 1996 for further decision / settlement.
- 26.2 The contractor shall continue the construction works with due diligence and speed so as to complete the same within the period agreed upon, notwithstanding any dispute or difference or question is referred to arbitration. The works shall not be delayed on account of any such reference made to the Arbitration.

27 Suspension of Work

- 27.1 The Contractor shall on the written order of the PM suspend the progress of the Works or any part thereof for such time or times and in such manner as the PM may consider necessary and shall during such suspension properly protect and secure the work so far as it is necessary in the Opinion of the PM. However, after suspension of 90 days, Contractor by a notice of 14 days can choose to foreclose contract without any entitlement to any compensation whatsoever.

28 Access to the site

- 28.1 The Owner / Project Manager and/or any person authorized by them shall, at all times, have access to the works and to the site and to the workshops and places where work is being prepared or where materials, are lying or where manufactured articles or machinery are being obtained for the works, and the contractor shall afford every facility for and every assistance in obtaining the right to such access.

29 Supervision

- 29.1 On acceptance of the tender, the Contractor shall indicate in writing name/s of his representative/s carrying out the work. Such representative shall be authorized to act on behalf of the Contractor to accept service of notice of contract and to agree to extras, omissions and extra substituted items of work and rates for the same. The Contractor or his representative shall maintain on his staff a qualified Civil Project Manager approved by PM and such other office personnel as may be required for the execution of the work. Any notice served on the representative or sent by registered letter on his address shall be deemed to have served on the Contractor. Such representative shall not be changed and shall not leave the site during the duration of the contract unless the consent of PM has been previously obtained.

30 Interference with Traffic & Adjoining Properties

- 30.1 All operations necessary for the execution of the Works and for the construction of any Temporary Works shall so far as compliance with the requirements of the Contract permits be carried on so as not to interfere unnecessarily or improperly with the public convenience or the access to use and occupation of public or private road and footpaths or to or of properties whether in the possession of the Owner or of any other person and the contractor shall save harmless and indemnify the Owner in respect of all claims demands proceedings damages costs charges and expense whatsoever arising out of or in relation to any such matters in so far as the Contractor is responsible therefore.

31 Supply of Plant and Labor:

- 31.1 Except where otherwise specified the Contractor shall, at his own expense, supply and provide all the Constructional Plant, Temporary Works, materials both for temporary and for permanent works, labor (including the supervision thereof) transport to or from the site and in and about the works and other things of every kind required for the construction, completion and maintenance of the Works at his own cost.

B. TIME CONTROL

32 Programme

- 32.1 Time is the essence of contract **within 07 days** after the award of the Contract the Contractor shall submit to the Project Manager for approval a detailed **Microsoft Project Programme** along with resource allocation showing the general methods, arrangements, order, and timing for all the activities in the Works along with monthly cash flow forecast. This programme will form part of contract .The Programme and Schedule shall clearly indicate the methodology, which he will follow for achieving the stipulated time limit for entire work as well as the milestone specified in the tender document. Also timely mobilization of equipment shall be clearly spelt only.

- 32.2 An update of the Programme shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.
- 32.3 The Contractor shall submit to the Project Manager, for approval, an updated Program at intervals no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Programme within this period, the Project Manager may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.
- 32.4 The Project Manager's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Project Manager again at any time. A revised Programme is to show the effect of Variations and Compensation Events.
- 32.5 PM/Architect shall have absolute right to penalize the contractor up to a total limit of 1% of the contract value in case of infractions of contract conditions, as below
- a) Failure to adhere to committed dates for completion of specific tasks (which lie within the overall accepted construction schedule) as instructed by the PM/Architect,
 - b) Gross violations of Environment, Health and Safety standards, c) Failure to follow instructions repeatedly.

PM/Architect shall be at liberty to determine the value of the penalty for each infraction and recovery of such penalty will be by issue of a debit note, which will be adjusted in the running bill certificates. The value of each such penalty shall not exceed Rs.5,00, 000/-.

The above mentioned penalties are in addition to the Liquidated Damages Clause as mentioned in the Terms of Contract elsewhere.

- 32.6 The PM/Owners reserves the right to split their contract among more than one contractor either in the beginning or during the progress of work due to unsatisfactory work or progress of the contractor. No claim shall be entertained as a result of such action on the part of PM/Owner.

33 Extension of the Intended Completion Date

- 33.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost. Provided that, the PM is not bound to take into account any extra or additional work or other special circumstances unless the Contractor has within 28 days after such work has been commenced or such circumstances have arisen or as soon thereafter as is practicable delivered to the PM's Representative full and detailed particulars of any claim to extension of time to which he may consider himself entitled in order that such claim may be investigated at the time. Extension of time as granted by PM shall be deemed appropriate and shall not entitle Contractor to any compensation for extra time or any variation to original rates/prices.
- 33.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

34 Delays Ordered by the Project Manager

- 34.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.

35 Management Meetings

- 35.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- 35.2 The Project Manager shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Owner. The responsibility of the parties for actions to be taken is to be decided by the Project Manager either at the management meeting or after the management meeting and stated in Writing to all who attended the meeting. The progress shall be discussed on basis of construction programme, milestones and shall cover the quantitative and financial progress. The contractor/his authorized representative has to attend the meeting with all data and figures, chart depicting progress, photographs, technical details for forthcoming works visa shuttering, scaffolding, staggering, plant deployment for discussion and approval.

36 Early Warning

- 36.1 The Contractor is to warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the Work, increase the Contract Price or delay the execution of Works. The Project manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate is to be provided by the Contractor as soon as reasonably possible.
- 36.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.

C. QUALITY CONTROL

37 Examination of Work

- 37.1 No work shall be covered up or put out of view, without the approval of the Owner / Project Manager and the contractor shall afford full opportunity for the Owner / Project Manager or their representative, to examine and measure any work which is about to be covered up or put out of view. The contractor shall give due notice to the Owner / Project Manager whenever any such work is ready or about to be ready for examination and the Owner / Project Manager shall without unreasonable delay, attend for the purpose of examining such work.

38 Uncovering and making openings

- 38.1 The contractor shall uncover any part or parts of the works or make opening in or through the same as the Owner / Project Manager may, from time to time, direct and shall reinstate and make good such parts or part to the satisfaction of the Owner/ Project Manager. If any such part or parts have been covered up or put out of view after compliance with the requirements of Clause 37.1, which has to be executed in accordance with the Contract, the expense of uncovering, making openings in or through, reinstating and making of the same, shall be borne by the Owner, but, in any other case all such expenses shall be borne by the Contractor and shall be recoverable from him by the Owner or may be deducted by the Owner from any money due or which may become due to the Contractor.

39 Removal of Improper work and Materials

- 39.1 The contractor shall during the progress of work:
- 39.1.1 Remove from the site within such time or times as may be specified, any materials which in the opinion of the Owner / Project Manager are not in accordance with the contract.
- 39.1.2 Substitute proper and suitable materials where necessary, as per the relevant IS Standards.

- 39.1.3 Remove and properly re-execute (not withstanding any previous test thereof or interim payment made thereof) any work which, in respect of materials or workmanship, is in the opinion of the Owner / Project Manager, not in accordance with the contract.

40 Identifying Defects

- 40.1 The Project Manager shall check the Contractor's work and notify the Contractor of any defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.

41 Tests

- 41.1 The contractor shall generally perform various tests of materials as mentioned in the Annexure I and as and when required for the Works for quality checks as decided by PM during progress of work.
- 41.2 The charges for testing of concrete test cubes and/or any other materials or any other tests required will be borne by the Contractor from time to time including transport and handling charges if any.
- 41.3 The water to be used in construction shall be potable and as per applicable IS Standards.
- 41.4 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.
- 41.5 Contractor shall constantly monitor the quality of workmanship during the execution and endeavor to ensure that the stipulated IS standards are achieved. For e.g. concrete cubes are collected at random while the concert is in progress, as per the procedure and sent to lab for testing on stipulated days for evaluating compressing strength.
- 41.6 Similarly the accuracy of dimensions, verticality, evenness, finishing etc. shall be monitored strictly and endeavor to ensure best workmanship.

42 Correction of Defects

- 42.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion of work and is defined in the Contract Data.
- 42.2 The Defects Liability Period shall be extended for as long as Defects remain to be corrected and the release of retention money will be subsequently delayed.
- 42.3 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.

43 Uncorrected Defects

- 43.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount or it shall be recovered from any of the payment due to the Contractor.

44 Action Where No Specification

- 44.1 In the case of any items of work for which there are no such specifications, such work shall be carried out in accordance with the relevant Indian Standard Specification and Specifications prescribed by CPWD.

In the event of there being no specifications in the above reference, then in such case, the work shall be carried out in all respects in accordance with the instructions and requirements of PM and in a workman like manner.

45 Care of works.

- 45.1 From the commencement to the completion of works, the Contractor shall take full responsibility for the care thereof and of all Temporary Works and in case of any damage, or loss happening to the work or to any part thereof or to any Temporary Works from any cause whatsoever, Contractor 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 PM's instructions.
- 45.2 The Contractor shall protect joinery and make good all damage to same from any cause whatsoever during the performance of the contract and leave perfect to the satisfaction of the Owner/ PM at completion. Before giving possession, the Contractor must see that the doors, latches, etc. work easily and shall make all the necessary adjustments.
- 45.3 Contractor shall take particular care to prevent overloading the floors when stacking materials during the construction. It is important that no load comes on the reinforced concrete floors until they are at least three weeks old and the load placed upon them should never exceed the load for which they are designed.
- 45.4 During inclement weather the Contractor shall suspend concreting and plastering operations for such time as PM may direct and shall protect from damage all works then in course of erection
- 45.5 Should work be suspended by reason of rain, strike, lockouts or other cause the Contractor shall take all precautions necessary for the protection of the work and at his own expenses shall make good any damages arising from any of these causes.

D. COST CONTROL

46 Bill of Quantities

- 46.1 The Bill of Quantities shall contain items for the construction, installation, and testing, and commissioning work to be done by the Contractor.
- 46.2 The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

47 Variations

- 47.1 The Owner/ PM shall have power to make any Alterations in, Omissions from, Additions to or Substitutions for, the original Specifications, Drawings, Designs and Instructions as per provisions made in the Contract. The Owner/ Project Manager shall make any variation of the form, quality or quantity of the works or any part thereof that may in his opinion, be necessary to complete the Works and shall have the authority to instruct the Contractor for doing the same. The PM may in his absolute discretion issue drawings, written instructions, details, directions and explanations about variation and modification of the design, quality, quantity etc. or omission /substitution, discrepancy between drawings / schedule of quantities, removed of any material /work component re-execution of some work during progress of work and The Contractor shall carry out the work in accordance with any instructions which may be given to him in writing signed by PM on the same conditions in all respects on which he agreed to do the Works. The time for the completion of the Work shall be extended in the proportion that the altered additional work bears to the original contract work and the certificate of PM shall be conclusive as to such proportions.

No such variation shall in any way vitiate or invalidate the Contract. Provided that where the issue of an instruction to vary the works is necessitated by some default of the Contractor or for which the Contractor is responsible, any additional cost attributable to such default shall be borne by the Contractor.

- 47.2 All Variations shall be included in updated Programmed produced by the Contractor.
- 47.3 The quantities provided in the Bill of Quantities are only indicative. The Contractor will have to execute the work as per agreed rate for all the variations. No claims for negative variations to any limits shall be entertained for whatever reasons.
- 47.4 If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.

48 Payments for Variations

- 48.1 If the rates for the additional, altered or substituted work are not specifically provided in the contract for the work, the rates will be derived from the rates for a similar class of work as are specified in the Contract for the work.
- 48.2 If the altered, additional or substituted work includes any work for which no rate is specified in the contract for the work and cannot be derived from the similar class of work in the contract then such work shall be executed out at rates which will be derived from the actual total cost of material and labor plus 15% (fifteen per cent) to cover for equipment, tools, supervision, overheads and profit. GST Tax as applicable shall be paid extra.
The PM will determine the rates for materials and labor on the basis of original vouchers and on the basis of the prevailing market rates when the work is done. The contractor has to maintain time sheets of engaged personal and machinery used for execution and get them certified by PM. The contractor shall not make any claim for anticipated profits for loss of profit or damage because of variation in quantities in respective items.
- 48.3 In case such work is carried out through a specialized agency, then the rate will be as per the approved rate of the sub-agency plus 10% towards overheads and profit of the main contractor. GST Tax as applicable shall be paid extra.
- 48.4 If the rates for the altered, additional or substituted work cannot be determined in the manner specified within 7 days of the date of receipt of order to carry out the work, the contractor shall inform PM of the rate which he intend to charge for such class of work, supported by analysis of the rate or rates claimed and PM shall determine the rate or rates on the basis of prevailing market rates. The Owner shall by notice in writing, be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner, as he may consider advisable. But under no circumstances shall the Contractor suspend the work on the plea of non-settlement of rate of items falling under this clause. The Contractor shall intimate PM of any Altered & Additional items well in advance and get rates of all Altered & Additional items of works approved by PM sufficiently before execution of such works and will not be entitled to claim any delays on account of non-settlement of rates.
- 48.5 The Contractor shall not be entitled to additional payment for costs, which could have been avoided by giving early warning.

49 Cash flow forecasts

- 49.1 When the Programme is updated, the Contractor is to provide the Project Manager with an updated cash flow forecast along with detailed justification on fortnight basis and when asked for.

50 Payment Certificates

- 50.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work completed less the cumulative amount certified previously.
- 50.2 The Project Manager shall check the Contractor's monthly statement within **20 days** and certify the amount to be paid to the Contractor after taking into account any credit or debit for the month in question in respect of materials for the works in the relevant amounts and under conditions of the Contract.
- 50.3 The value of work done shall be determined by the Project Manager.
- 50.4 The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.
- 50.5 The value of work executed shall include the valuation of Variations and Compensation Events.
- 50.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

51 Payments

- 51.1 The contractor shall submit the monthly bill to PM who will scrutinize the bill in **20 days** and recommend to Owner for payment. The Owner shall pay the Contractor the amounts certified by the Project Manager within **10 days** of the date of each certificate. Such payments shall be adjusted for deductions for advance payments, retention, other recoveries in terms of the contract and taxes, at source, as applicable under the law.
- 51.2 Items of the Works in the BOQ for which no rate or price has been entered in will not be paid for by the Owner and shall be deemed covered by other rates and prices in the Contract.

52 Compensation Events

- 52.1 The following are Compensation Events unless they are caused by the Contractor:
- 52.1.1 The Owner does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.
The Owner or service provider organization is restrained by a Court Order from cutting of trees/ shifting of utilities/ removal of encroachment etc. Under such event Contractor shall be compensated with extension of time as per clause 33.
- 52.1.2 The Project manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects. Under such event Contractor shall be compensated with either extension of time or revised Contract Price as per clause 33.
- 52.1.3 Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of Letter of intent from the information issued to Bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site. Under such event Contractor shall be compensated with either extension of time or Contract Price as per clause 53.2.
- 52.1.4 The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Owner, or additional work required for safety or other reasons. Under such event Contractor shall be compensated with extension of time as per clause 33.
- 52.1.5 The advance payment is delayed, beyond 28 days after receipt of application and acceptable bank guarantee. Under such event Contractor shall be compensated with extension of time as per clause 33.

- 52.1.6 The effect on the Contractor of any of the Owner's Risks. Under such event Contractor shall be compensated with either extension of time or revised Contract Price as per clause 33.
- 52.1.7 The Project Manager unreasonably delays issuing a Certificate of Completion. Under such event Contractor shall be compensated with extension of time as per clause 33.
- 52.1.8 Other Compensation Events listed in the Contract at the respective clauses & relevant references.
- 52.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Initial Contract Price shall be increased and/or the Intended Completion Date is extended. The Project Manager shall decide whether and by how much the Initial Contract Price shall be increased or whether and by how much the Intended Completion Date shall be extended.
- 52.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it is to be assessed by the Project Manager and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project manager shall adjust the Contract Price based on Project manager's own forecast. The Project Manager will assume that the Contractor will react competently and promptly to the event.
- 52.4 The Contractor shall not be entitled to compensation to the extent that the Owner's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Project Manager.

53 Tax

- 53.1 The rates quoted by the Contractor shall be deemed to be inclusive of the GST (Shown separately in the BOQ) and other statutory and local taxes that the Contractor will have to pay for the performance of this Contract. The Owner will perform such duties in regard to the deduction of such taxes at source as per applicable law. If there is any increase in the prevalent taxes or duties as per applicable law, the difference shall be paid to the contractor on proof of payment by him to the Tax authorities. Similarly any reduction in the same the difference shall be deducted from any running bill or payment to the contractor

54 Income Tax

- 54.1 Income Tax will be recovered at source from the gross amount of the contractor's bill as per Income Tax Act, 72 or as amended from time to time.
- 54.2 The contractor should furnish the Permanent Account Number allotted by the Income Tax authorities.

55 Currencies

- 55.1 All payments shall be made in Indian Rupees.

56 Retention

- 56.1 The Owner shall retain from each bill payment due to the Contractor the proportion/ percentage stated in the Contract Data/ SCC
- 56.2 When cumulative retention money reaches maximum limit as stated in Contract Data/ SCC, the contractor may substitute retention money with an "on demand" Bank guarantee in approved preformat to enable release of retention money recovered in cash.

57 Liquidated Damages

- 57.1 If the Contractor fails to comply with the time for completion as stipulated in the tender, then The Contractor shall be liable to pay liquidated damages to the Owner at the rate per day/week stated in the Contract Data/ SCC for each day/week that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the Contract Data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data/ SCC.
- 57.2 The Owner may, without prejudice to any other method of recovery deduct the amount of such damages from any monies due or to become due to the Contractor. In the event of approved extension of Intended completion /date by the PM, the deduction of Liquidated damages will be applicable and after expiry of such extension period. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works or from any other of his obligations and liabilities under the Contract.
- 57.3 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate.
- 57.4 If, before the Time for Completion of the whole of the Works or, if applicable, any Section, a Taking - Over Certificate has been issued for any part of the Works or of a Section, the liquidated damages for delay in completion of the remainder of the Works or of that Section shall, for any period of delay after the date stated in such Taking-Over Certificate, and in the absence of alternative provisions in the Contract, be reduced in the proportion which the value of the part so certified bears to the value of the whole of the Works or Section, as applicable. The provisions of this Sub-Clause shall only apply to the rate of liquidated damages and shall not affect the limit thereof.

58 Mobilization Advance & Advance Payment

- 58.1 Mobilization Amount up to maximum Ten Percent (10%) of the Contract Value may be paid by the Owner if asked by the contractor while submitting his tender, against an unconditional Bank Guarantee of same amount. No advance other than Mobilization Advance shall be paid by the Owner for any reasons whatsoever.
- 58.2 The recovery of Mobilization advance shall be done at 25% of gross value of interim bills.

59 Securities

- 59.1 The Performance Security shall be provided to the Owner no later than the date specified in the Letter of Intent and shall be issued in an amount and form and by a bank or surety acceptable to the Owner, and denominated in Indian Rupees. The Performance Security shall be valid until the date of expiry of Defects Liability Period

60 Cost of Repairs

- 60.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the completion of the Defects Liability periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. FINISHING THE CONTRACT

61 Completion

- 61.1 The Contractor shall request the Project Manager to issue a Certificate of Completion of the Works and the Project manager will do so upon final inspection & deciding that the Work is completed.

Seal & Sign of the Tenderer

62 Virtual & Final Completion Certificate

62.1 When a stage is reached in construction that the building is sufficiently completed for the purpose for which it was intended, the Contractor should apply to PM for issue of a Virtual Completion. A joint inspection by Owner/Architect/PM and Contractor will be carried out, and if in the opinion of Architect/PM the works are sufficiently completed, then a Virtual Completion Certificate shall be issued. Simultaneously, a snag list listing all defects, incomplete works etc. shall be jointly prepared and issued to the Contractor for attending to, at the earliest but not later than one month.

62.2 On completion of all the works, the Contractor Shall be furnished with a Final Completion certificate by the PM for such completion, but no such certificate shall be given, nor shall the work be considered to be completed until the Contractor shall have removed from the premises on which the work has been, executed, all scaffolding, surplus materials and rubbish, and cleaned off the dirt from all woodwork, doors, windows, walls, floors, or other part of any building including paint marks on floors, hardware, skirting, dado etc. upon or about which the work has been executed, or of which he may have had possession for the purpose of execution thereof, nor until the work shall have been measured by PM whose measurements shall be binding and conclusive against the Contractor.

If the Contractor shall fail to comply with the above mentioned requirements of this clause on or before the date fixed for the completion of the work, PM may at the expense of the Contractor, remove such scaffolding, surplus materials and rubbish and dispose of the same as he thinks fit and clean

such dirt as aforesaid, and the Contractor shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually released by the sale thereof less related expenses incurred by the PM.

62.3 The Contractor is required to clean and remove the site temporary structures prior to issue of the Final Completion Certificate by PM and certification of the Final Bill for payment, which shall be withheld till this requirement, is fulfilled by the Contractor on receiving order from the Owner to remove the Labor Camp.

63 Taking Over

63.1 The Owner shall take over the Site and the Works within seven days of the Project Manager issuing a Certificate of Completion.

64 Final Account

64.1 The Contractor shall supply to the Project Manager a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 30 days of receiving the Contractor's account if it is correct and complete.

If it is not, the Project Manager shall issue within 30 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate, within 30 days of receiving the Contractor's revised account.

65 As Built Drawings

65.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.

65.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the Contract Data, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount stated in the Contract Data from payments due to the Contractor.

66 Termination

- 66.1 The Owner or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 66.2 Fundamental breaches of Contract include, but shall not be limited to the following:
- 66.2.1 The Contractor stops work for 28 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Project Manager;
- 66.2.2 The Project Manager instructs the Contractor to delay the progress of the Works and the instruction is not withdrawn within 28 days;
- 66.2.3 The Owner or the Contractor has gone bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- 66.2.4 A payment certified by the Project Manager is not paid by the Owner to the Contractor within 60 days of the date of the Project Manager's certificate;
- 66.2.5 The Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
- 66.2.6 The Contractor does not maintain a security at his own cost, which is required at site.
- 66.2.7 The Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages becomes payable as defined in the Contract data; and
- 66.2.8 If the Contractor, in the judgment of the Owner has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.
- 66.2.9 For the purpose of this paragraph: "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Owner, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non- competitive levels and to deprive the Employer of the benefits of free and open competition."
- 66.3 When either party to the Contract gives notice of a 'Breach of Contract' to the Project Manager for a cause other than those listed under Sub Clause 65.2 above, the Project Manager shall decide whether the breach is fundamental or not.
- 66.4 The contractor delays inordinately completion of work or item of work, fails to comply with contract provision for the timely completion of project.
- 66.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site without shifting any equipment as soon as reasonably possible.
- 66.6 The Owner may terminate the contract for his own reasons by giving a 30 days' notice to the contractor.

67 Payment upon Termination

- 67.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done less advance payments received
Seal & Sign of the Tenderer

up to the date of the issue of the Certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and the difference between his quotation & new contractor's quotation for the remaining works as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Owner exceeds any payment due to the Contractor the difference shall be a debt payable to the Owner.

67.2 If the Contract is terminated because of a fundamental breach of Contract by the Owner, the Project Manager shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

67.3 If the Contract is terminated for Owner's own reasons, the Project Manager shall issue a certificate for the value of the work, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the issue of the Certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law.

68 Property

68.1 All Materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Owner if the Contract is terminated because of a contractor's default.

69 Releases from Performance

69.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Owner or the Contractor the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

70 Default of Contractor

70.1 The Contractor shall with due care and diligence execute and completes the works and remedy any defects therein in accordance with the provisions of the Contract. In the event of any failure on the part of the Contractor under his obligations specified in the Contract, the Contractor shall, in addition to the corresponding liabilities provided in the Contract, be further liable for the acts, defaults or omissions on his part, or of any sub-Contractor, or of any other individual or entity performing any work on his behalf whether mentioned in the contract or not, concerning the works. Notwithstanding the corresponding provisions or otherwise in the contract, the Owner reserves its right to employ and pay to other persons to carry out the work hitherto assigned to the Contractor and all expenses consequent thereon or incidental thereto, shall be borne by the Contractor or shall be recoverable from him or may be deducted from any money due or which may become due to the Contractor.

F CONTRACT DATA

| S. No. | Particulars | Details | Reference Clause |
|--------|--|---|------------------|
| I. | Work | Civil Shell & Core work for Hospital Building and Utility Structures | |
| I a | Scope of Work | The work is to be executed at Madhav Netralaya Eye Institute and Research Centre, Siddhi Kendra, Vasudev Nagar, Hingna Road, Nagpur. 440036. The work comprises of execution of Excavation, PCC, RCC works, rock anchoring, Block work, Plaster, Water Proofing work up to plinth level | |
| II. | Owner | Madhav Netralaya Eye Institute and Research Centre, Nagpur, | |
| III. | Architect & Project Management Consultant | Hosmac India Pvt. Ltd. , 120, Udyog Bhavan, Sonawala Road, Goregaon (E), Mumbai – 400063 TATA Consulting Engineers , Unit No. NB 1502 & SB 1501, 15th Floor, Empire Tower, Cloud City Campus, Opp. Reliable Tech Park, Thane-Belapur Road, Airoli, Navi Mumbai - 400 | |

Seal & Sign of the Tenderer

| | | | |
|----|--------------------------------|---|-----------|
| | Contract Document | <p>Include the following:</p> <ol style="list-style-type: none"> 1. Agreement between Owner & Contractor 2. Letter of Intent (LOI) and acceptance, notice to proceed with the works 3. Detailed Letter of Award /Acceptance along with agreed variation and other enclosures. 4. Original tender document along with set of drawings & Contractor's Bid including Invitation for Bid, Instruction to Bidders, Contract Data, Conditions of Contract including Special Conditions of Contract, Final priced Bill of quantities, Drawings & Specifications 5. Addendum/Corrigendum issued to Bidder, if any. 6. All Correspondences, Notices, Instructions, Reports or any other document or drawing exchanged between the Parties for the execution of Contract. | 02 of GCC |
| V | Submission of Programme | The Contractor shall submit the construction programme showing the general methods and arrangements, order and timing for all the activities in the Works along with monthly cash flow forecast in Microsoft Project Format within 30 days after the award of the Contract. | 32 of GCC |
| VI | Programme | The Contractor shall submit an updated programme in Microsoft Project Format on the first working day of every month. If the Contractor fails to submit the revised programme on the date mentioned above, 0.05 per cent of the value of work per week subject to maximum of Rs.50,000 shall be retained till the programme is submitted | 32 of GCC |

| VII | Mile Stones | TO BE FILLED BY THE CONTRACTOR | | 32.5 of GCC | |
|---|-----------------------------------|--|--------------------------|-------------|--|
| Tender Document - Madhav Netralaya Eye Institute and Research Centre, Siddhi Kendra, Nagpur | | | | | |
| | | Activity | Period From Commencement | | |
| | | PCC/Soling, Raft/foundations, retaining wall, plum concrete, Fillcrete and RCC work in basement and plinth | _____ | | |
| | | Rock Anchoring Works | _____ | | |
| | | Water proofing works with 10 years guarantee on Bond Paper. | _____ | | |
| | | Completion of all miscellaneous works, | _____ | | |
| | | In case of delay/failure to achieve individual Milestones, recovery will be made Rest. 15,000/- (fifteen thousand) per day delay from the contractor in addition to Liquidated Damages. However, if the delay is made up in subsequent milestones, the penalty will be reversed. | | | |
| VIII | "As built" Drawings | Contractor shall supply the As built drawings within 2 weeks of completion of works. If the Contractor fails to submit the same on the date mentioned above, 0.05 percent of the value of work per week subject to maximum of Rest 20,000 shall be retained till the documents are submitted. | | 65 of GCC | |
| IX | Validity of bid | 45 days from the date of submission | | | |
| X | Date of commencement | Within 7 days from the date of issue of LOI/Work Order. | | | |
| XI | Intended Completion Date | 4 Months covering complete scope, within which main hospital Building in 3 months (i.e. 04 Calendar Months in all, including Monsoon) | | | |
| XII | Defects Liability period | 12 calendar months from the date of virtual completion subject to clause under SCC. | | | |
| XIII | Earnest Money Deposit | 1% of the tender value by contractor rounded off to one rupee. | | | |
| XIV | Mobilization Advance | A Mobilization advance upto 10 % (maximum) of work order may be considered. Recovery will be effective from RA Bills @25% of the value of work done bill amount. | | | |
| XV | Interim Bills | Monthly one bill irrespective of the value of work, with supporting joint measurements. | | | |
| XVI | (Running Account Bill) Final Bill | To be submitted within 30 days of Final completion of work, with supporting joint measurements. | | | |
| XVII | Period of Final Measurements | 1 Months from the date of Virtual Completion. | | | |
| XVIII | Retention | 5% of Value of work done to be recovered from each R.A. bill | | | |
| XIX | Release of Retention Amount | 50% after Virtual Completion of the work. Balance after completion of Defects Liability Period | | | |
| | | 42.2.3 of SCC | | | |

| | | | |
|--------|--|--|-------------|
| XX | Period of honoring the Certificate for Payment. | R.A bill payment within 30 days from the date of Presentation of bill to PM. | 35.1 of SCC |
| XXI | Variation | NO LIMIT | 47 of GCC |
| XXII | Liquidated Damages for delays | 0.5% of the Contract Value per week, subject to a maximum of 5 % of project cost | 43 of SCC |
| XXIII | Arbitration (Arbitration Council - Nagpur) | If the contractor is dissatisfied with the decision of Project Manager/Dispute Review Expert, the contractor shall inform the contractor the same in writing to the Owner /PM as per condition of contract. All such decisions of dispute or disagreement may be referred to Arbitration within the specified time limit and as per the A & C Act 1996 for settlement. The work shall continue during the Arbitration process as per approved programme. | 24 of GCC |
| XXV | Dispute | Any dispute arising during construction period will be settled by Project Manager or Dispute Review Expert in sequence of discussion /disagreement over the dispute. The Dispute Review Expert will be selected and appointed as mentioned under Clause 25 of GCC. During this process of review, the progress of work should continue as per approved programme. | 24 of GCC |
| XXVI | Dispute Review Expert | To be appointed by the Parties through mutual consent after signing of Contract. | 25 of GCC |
| XXVII | Payment on termination of Contract | If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Contractor shall pay to the Owner difference between his quotation & new contractor's quotation for the remaining works. Work done at site up to termination will be measured and paid as per contract rates. | 66 of GCC |
| XXVIII | Cement | a) The cement to be used in construction shall be OPC-43 and 53 grade from approved manufacturers like Ultratech, ACC, Ambuja or equivalent approved make at Basic rate of Rs. 315/- and 325/- plus GST per bag respectively | 33.5 of SCC |
| XXIX | Steel | a) Reinforcement steel shall be TMT Fe 500D or Fe 415D The material shall be procured from Manufacturers' viz. TISCO, SAIL, RINL etc. b) Basic rate of TMT Reinforcement Steel including delivery at site and unloading shall be Rest. 56,000/- Plus GST per MT c) Basic rate of Structural Steel including delivery at site and unloading shall be Rest. 65,000/- Plus GST per MT | 33.8 of SCC |

| | | | |
|-------------|---------------------|---|-----------|
| XXX | Concrete Mix | <p>a) Concrete mix for RCC work shall be design mix allowing usage of fly ash and plasticizers. The design mix shall be approved by Structural Engineer and coordinated through PM.</p> <p>b) Grade of RCC to be M35/ M30/M25/M20 as specified in the drawings.</p> <p>c) RMC with pumping to be considered for good quality & Progress.</p> <p>d) Slab/ raft concrete shall be made in one single pour as far as possible</p> <p>e) M-Sand may be used in concrete as per approved mix design.</p> | SCC 3.1.4 |
| XXXI | Tax Payment | <p>The contractor shall pay all statutory payments & taxes (Income tax, GST) as per prevailing practice & as per stipulated rates. Generally, the tax payment will be made by the contractor as per prevailing tax pattern which should be clearly shown in the bids.</p> | GCC 53 |