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**Fluid Control Research Institute**

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## DEFINITIONS AND INTERPRETATIONS

(a) In the General Conditions of Contract and the contract documents as herein after defined, if the contract so admits, the following words and expressions shall have the following meanings.

- i) The term 'Company' shall mean an authority or corporation requiring the works specified in the tender to be carried out and so designated in the agreement and shall include his or their successors and assigns.
- ii) The term 'Management' shall mean the officer nominated by the Company to deal with matters pertaining to the contract wherever provision is made in the contract for any matter to be dealt with by him. The Officer so nominated shall be specified in the Agreement.
- iii) The term 'Consultant' shall mean the consultant so designated by the Company and/or every other office authorized by the Consultant for the time being to deal with matters relating to the contract,
- iv) The term 'Engineer' shall mean the. Company's Engineer in executive charge of the works and shall include his superior officers.
- v) The term 'Engineer's Representative' shall mean the authorized representative of the Engineer and shall include his superior officers.
- vi) The term 'Contract' or 'Contract Document' shall mean, the contract documents collectively, comprising the agreement, General Conditions of Contract, Special Conditions of Contract, Specifications, Time schedule of Works, information and instructions to tenderers. Accepted Schedule and other documents and drawings constituting the tender and acceptance thereof.
- vii) The term 'Contractor' shall mean the person, firm or company with whom the contract has been placed and shall be deemed to include the Contractor's successors, representatives, heirs, executors and administrators unless specifically excluded by the contract.
- viii) The term 'Works' shall mean and include all works and things and services to be executed, supplied or done by the Contractors under the contract,
- ix) The term 'Constructional Plant' shall mean all appliances or things of whatsoever nature required in, for or about the execution, completion of maintenance of the works or temporary works but does not include materials or other things intended to form port of the permanent work.
- x) The term 'Temporary Works' shall mean all temporary works of every kind required in, for or about the execution, completion or maintenance of the works.
- xi) The term 'Site' shall mean the lands and other places on, under, in or through which the works are to be executed or carried out and included any other places provided by the Company for the purposes of the contract.

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- xii) The term 'Accepted Schedule' in relation to the Contract means the Schedule or Schedules of quantities and rates of such contract in respect of which the tender is accepted.
- xiii) The term ' Drawings' shall mean the maps, drawings, plans and design or prints thereof annexed to the contract documents and shall include any modifications of such drawings and further drawings as may be issued or approved in writing by the Engineer from time to time.
- xiv) The term 'Alteration Order' shall mean an order given by the Engineer to effect additions to or alterations in the works.
- xv) The term 'Period of Liability' in relation to a work shall mean the specified period from the date of issue of completion certificate upto the date of issue of final certificate during which the contractor has the responsibility for correcting all defects that may appear in the works.
- xvi) The term 'Schedule Rate' shall mean the tendered rates of the contract in respect of which the tender has been accepted.
- xvii) The term 'Specifications' in relation to material or work shall mean the quality and mode of doing the work as specified in the tender documents.
- xviii) The term 'Completion Certificate' shall mean the certificate to be issued by the Engineer when the work has been completed.
- xix) The term 'Month' shall mean calendar month of the Gregorian calendar.
- xx) The expression 'In writing' or 'Written' shall be construed as including references to printing, lithography, photography and other modes of representing or reproducing of the work in a visible form.
- xxi) Words in the singular shall include the plural and vice versa where the context so required.
- xxii) Writing shall mean any manuscript, typewritten or printed statement under seal or in hand.

(b) The heading or marginal headings in these General Conditions are solely for the purpose of facilitating references and shall not be deemed to be part thereof or to be taken into consideration in the interpretations or construction thereof or of the contract.

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## **II. GENERAL OBLIGATIONS**

### **2. DESCREPANCIES IN CONTRACT DOCUMENTS**

The several documents forming the contract are to be taken as complementary and mutually explanatory of one another and what is called for by all. Should there be any discrepancy, or any inconsistency, error or omission in the contract documents or any one of them, the matter shall be referred to the Engineer for his decision which shall be final and conclusive and the contractor shall carry out the work in accordance with such decision.

### **3. PARTIALLY OMITTED PARTICULARS**

Works shown on the drawings and not mentioned in the specifications or described in specifications without being shown in the drawings, shall nevertheless be held to be included in the same manner as if they had been specifically shown upon the drawings, and described in the specifications.

### **4. SECURITY DEPOSIT**

The person or firm whose tender may be accepted shall permit the Company at the time of making any payment to him for work done under the contract to deduct such sums as, will amount to 10% of the value of the contract. Provided always that the Company for the purpose will be entitled to recover 10% of the amount of each running bill till the balance to make up 10% of the value of the contract has been realised. All compensation or other sums of money payable by the Contractor to the Company under the terms of contract may be deducted or paid by the sale of a sufficient part of these security deposit or from any sums which may be due or may become due to the contractor by the Company on any account whatsoever and in the event of the security deposit being reduced by reasons of any such deductions of sale as aforesaid the contractor shall, within 10 days after being notified in writing by the Engineer make good in cash, bank draft or National savings certificates endorsed as stipulated, any sum or sums which may have been deducted from or realized by sale of the security deposit or any part thereof. No interest shall be paid by the Company for the sum deposited as security deposit as per this clause.

### **5. COMMUNICATIONS TO BE IN WRITING**

All notices, communications, references and complaints made by the Engineer or the Engineer's representative or the Contractor concerning the works shall be in writing and no notice, communication, reference or complaint, not in writing shall be recognized.

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## **6. SERVING OF NOTICE ON CONTRACTOR**

The contractor shall furnish to the Engineer the name, designation and address of his authorized agent and all complaints, communications and references shall be deemed to have been duly given to the contractor if delivered to the contractor or his authorized agent or left at or posted to the address so given and shall be deemed to have been so given on the date on which they were so delivered or left or in the case of posting on the date on which they might have reached such address in the ordinary course of post on which they were so delivered or left.

## **7. THE TIME OF PERFORMANCE**

The Work covered by this contract shall be commenced within the time stipulated in the tender documents and complete within the specified period, time being the essence of this Agreement, unless such time be extended pursuant to the provisions of clause B.

## **8. EXTENSION OF TIME**

If the contractor shall desire an extension of the time for completion of the work on account of any modification having been ordered or on the ground of his having been unavoidably hindered in its execution or by delay authorized by the Engineer pending arbitration or on account of any other cause, he shall supply in writing to the Engineer within 10 days of the date of the hindrance on account of which he desires such extension as aforesaid and the Engineer shall give an option which shall be final, and on reasonable ground, authorize such extension of time, if any, as may in his opinion be necessary or proper.

In the event of any failure or delay by the Company to hand over to the contractor possession of the lands necessary for the execution of the works or to give the necessary notice to commence the work or to provide the necessary drawings or instructions or any other delay caused by the Company due to any other cause whatsoever, then such failure or delay shall in no way effect or vitiate the contract or alter the character thereof or entitle the contractor to damages or compensation thereof or but in any such case the Company may grant such extensions of the completions date as may be considered reasonable.

## **9. PROPORTIONAL PROGRESS**

The works comprised in this tender are to be commenced without any delay on receipt of written orders from the Company to commence work. The time allowed for carrying out the work as entered in the tender shall be strictly observed by the Contractor/s and shall be reckoned from the date on which the

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order to commence work is given to the contractor/s. And further to ensure good progress during the execution of the work, the contractor/s shall be bound, in all cases in which the time allowed for any work exceeds one month, to complete one-fourth of the whole of the work before one-fourth of the whole time allowed under the contract has elapsed, one half of the work, before one half of such time has elapsed, and three-fourths of the work, before three-fourths of such time has elapsed. In the event of the contractor/s failing to comply with this condition he/they shall be liable for action according to clause 10

## **10. COMPENSATION FOR DELAY**

The time laid down for carrying out the work as entered in the time schedule for completion of work attached to the tender shall be strictly observed by the contractor and the work shall be completed in all respects within the dates stipulated therein. The work shall throughout the stipulated period in the contract be proceeded with all due diligence, (time being deemed to be of the essence of the contract on the part of the Contractor) and the contractor shall pay as compensation an amount equal to one percent or such smaller amount as the Engineer, whose decision in writing shall be final, may decide, of the tendered amount for the whole work for every week, or part thereof, the work remains un-commenced or unfinished after the proper dates as aforesaid. The contractor shall further ensure that the work is executed with due diligence throughout so as to maintain a uniform rate of progress. Provided always that the entire amount of compensation to be paid under this clause shall not exceed 10% of the estimated cost as shown in the tender.

## **II. TERMINATION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR**

A. In any case in which under any clause or clauses of this contract, the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit or if the contractor should.

- (i) become bankrupt or insolvent or
- (ii) make an arrangement, with or assignment in favour of his creditors or agree to carry out the contract under a committee or inspection of his creditors, or
- (iii) being a Company or corporation, go into liquidation (other than a voluntary liquidation for the purposes of an amalgamation or reconstruction) or
- (iv) have an execution levied on his goods or property on the works, or



- (v) assign the contract or any part thereof otherwise than as provided in clause 13 of these conditions, or
- (vi) abandon the contract, or
- (vii) persistently disregard the instructions of the Engineer or contravene any provision of the contract or
- (viii) fail to-adhere to the agreed programme of work, or
- (ix) fail to remove materials from the site or rectify defective work after receiving from the Engineer notice to the effect that the said materials or works have been condemned or rejected or,
- (x) fail to take steps to employ competent or additional staff and labour as required under clause 18 of these conditions or
- (xi) fail to afford the Engineer or Engineer's representatives proper facilities for inspecting the works or any part thereof as required under these conditions or
- (xii) promise, offer or give any bribe, commission, gift or advantage either himself or through his partner agent or servant to any officer or employees of the Company, or to any person on his or on their behalf in relation to the exertion of this contract, then and in any one of the said causes the Engineer shall serve the contractor with a notice in writing to that effect and if the contractor does not, within seven days after the delivery to him of such notice proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such direction as aforesaid to the entire satisfaction of the Engineer, the Company shall be entitled after giving 48 hours notice in writing under the hand of the Engineer to rescind the contract as a whole or in part or parts (as may be specified in such notice) and adopt either or both of the following courses.

a) to carry out the whole or part of the work from which the contractor has been removed by the employment of the required labour and materials, the costs of which shall include lead, lift, freight, supervision and all incidental charges.

b) to measure up the whole or part of the work from which the Contractor has been removed and to get it completed by another contractor, the manner and method in which such work is completed shall be in the entire discretion of the Engineer whose decision shall be final; and in both the cases (a) and (b) mentioned above, the Company shall be entitled (i) to forfeit the whole or such portion of the security deposit as it may consider fit, and (ii) to recover from the Contractor the cost of carrying out the work in excess of the sum which would have been payable according to the certificate of the Engineer to the Contractor if the works had been carried out by the Contractor under the terms of the contract, such certificate being final and binding upon the Contractor. Provided, however, that such recovery shall be made only when the cost incurred in excess is more than the security deposit

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proposed to be forfeited and shall be limited to the amount by which the cost incurred in excess exceeds the security deposit proposed to be forfeited. The amounts thus to be forfeited or recovered may be deducted from any moneys then due or which at any time thereafter may become due to the Contractor by the Company under this or any other contract or otherwise.

In the event of any of the above courses being adopted by the Engineer, the Contractor shall have no claim to compensation for any losses sustained by him by reason of his having purchased, or procured any materials or entered into any engagement or made any advances on account of or with a view to the execution of the work or the performance of the contract and in case the contract shall be rescinded under the provisions aforesaid, the Contractor shall not be entitled to recover or be paid any sum for any work theretofore actually performed under this contract unless and until the Engineer shall have certified in writing the performance of such work and the value payable thereof and he shall only be entitled to be paid the value so certified.

The Company shall not be liable to pay to the Contractor any moneys on account of the contract as aforesaid until the expiration of the period of maintenance and thereafter until the cost of completion, any, and all other expenses incurred by the Company have been ascertained and the amount thereof certified by the Engineer.

(B) Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, the Company shall have the option of terminating the contract without compensation to the Contractor.

## **12. CONTRACTOR REMAINS LIABLE IN ACTION NOT TAKEN ON CLAUSE 11**

In any case in which any of the powers conferred upon The Engineer by clause 11 thereof shall have become exercisable and the same shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such power shall notwithstanding be exercisable in the event of any future case of default by the contractor for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of the security deposit or for any other cause under clause 11 hereof and the liability of the Contractor for past and future compensation shall remain unaffected. In the event of the preceding clauses being put into effect the Engineer may, if he so desires, take possession of all or any tools, plants, materials and stores in or upon the works or outside thereof or belonging to the Contractor or procured by him an intended to be used for the execution of the work or any part thereof, paying or allowing for the same an amount at the contract rates or in case of these not being applicable at current market rates to be certified by the Engineer whose certificate thereof be final otherwise the Engineer may, by a written notice to the Contractor or his authorised agent on the site, require him to remove such tools, plant, materials or stores from the premises within a time to be specified in such a notice, and in the event of the

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Contractor failing to comply with any such requisition, the Engineer may remove them at the Contractor's expense or sell them by auction or private sale on account of the Contractor and at his risk and responsibility without any further notice as to the date, time or place of sale and the certificate of the Engineer as to the expense of any such removal and the amount of proceeds and expense of any such shall be final and conclusive against the contractor.

### **13. CONTRACT NOT TO BE ASSIGNED**

i) The Contractor shall not assign or sublet the contract or any part thereof or allow any person to be become interested therein in any manner whatsoever without the special permission of the Engineer. Any breach of this condition shall entitle the Company to rescind the contract. The Engineer may, however, give written consent for the execution of certain of the details of the works by petty contract under the direct and personal supervision of the contractor or his agent. Each individual sub-contract under this provision is to be submitted to the Engineer and his written consent obtained before being entered into. A consolidated list of such sub-contractors shall be maintained by the Contractor his agent and shall be sent to the Engineer regularly.

The permitted sub-letting of the work by the Contractor shall not establish any contractual relationship between sub-contractor and the Company and the contractor shall be and shall remain solely responsible for the qualify and proper and expeditious execution of the works and the performance of the condition of the contract as it such sub-letting had not taken place.

#### ii) THE ENGINEER MAY TERMINATE SUB-CONTRACT

If any sub-contractor engaged upon the work at the site execute any work which in the opinion of the Engineer is not in accordance with the contract documents, the Engineer may by written notice to the Contractor, require him to terminate such sub-contractor and the Contractor shall upon the receipt of such notice, terminate such sub-contract and dismiss the Subcontractor and the latter shall forthwith leave the work.

#### iii) NO REMEDY FOR ACTION TAKEN UNDER THIS CLAUSE

No action taken by the Engineer under this clause shall relieve the contractor of any of his liabilities under the contract or give rise to any right to compensation, extension of time or otherwise.

### **14. FACILITIES FOR WORK NOT INCLUDED IN THF CONTRACT**

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The Company reserve to itself, its representatives, workmen and such others whom it may appoint or allow, free access to the site and the right to occupy and use any portion of the work or the site for the purpose of executing or doing by itself or by and through any representative or Contractor or workmen, any kind of work, matter or thing whatsoever not included in this contract.

## **15. CONTRACTOR TO OBTAIN HIS OWN INFORMATION**

The details given in the tender documents are to help the tenderer to make up his tender and their correctness, is not guaranteed. The contractor in fixing the schedule rates shall, for all purposes whatsoever, be deemed to have himself independently obtained all necessary information for the purpose of preparing his tender.

The Contractor shall be deemed to have visited and carefully examined the site and its surroundings, to have satisfied himself as to the nature of all existing works and buildings; also as to the nature and difficulty of existing railways, roads, bridges and culverts, means of transport communications whether or land, water of air and as to possible interruptions thereto and the accesses to and egress from the site; to have made enquiries Examined and satisfied himself as to the sources for obtaining sand, stones, bricks, explosives and other materials, the sites for disposal of surplus materials, the available accommodation as to land whenever required, temporary and such other buildings as may be necessary for executing and completing the work to have made local and independent enquiries as to the sub-soil water and variation thereof, storm prevailing winds, climatic conditions, rainy season, general and other similar matters, to have investigated and studied the nature of the ground to be excavated, the strate therein and possible variation thereof to have examined the trail pits on the site and all information available there from; to have satisfied himself as to sources and means of obtaining adequate supplies of skilled and unskilled labour, also of materials required for the works and transport thereof; to have considered the possibilities of delay or inconveniences that may be caused to his operations by reasons of the breakdown of communications, storms, floods, weather conditions or by any other cause, to have acquainted himself as to his liability for payment to Government, taxes, custom duties and other charges, to have examined the contract documents; to have generally obtained his own information on all matters whatsoever that might affect the carrying out of the work at scheduled rates and to have satisfied himself as to the sufficiency of his tender. Any omission or failure on the part of the Contractor for obtaining necessary and reliable information upon the foregoing or any other matter affecting the contract, shall not relieve him from any risks or liabilities of the entire responsibility to the completion of the contract at the scheduled rates in strict accordance with the Contract documents. No verbal agreement or inferences from conversation with any officer or employees of the Company, either before or after the execution of the

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contract agreement shall effect or modify any of the terms or obligations herein contained.

## **16. NO COMPENSATION FOR INACCURACIES**

In particular, no payment, compensation or allowance will be paid to the Contractor nor will the Contractor be entitled thereto by reason of any extra expense or loss which may be caused or arise during the execution of the contract from.

- a) Inaccuracies, misstatements or omissions in the contract/tender documents or any other information as to surface, water, soil conditions or levels or to the underground water or otherwise.
- b) Any other error, misstatement or omission whatsoever in the contract documents or any of these or any other information supplied to the contractor. The rates quoted shall be deemed to cover and provide for all such risks.

## **17. CONTRACTOR'S OFFICE DIM SITE**

The Contractor shall provide and maintain an office on the site for the accommodation of the agent and staff and such office shall be open at all reasonable hours to receive instructions, notices or other communications.

## **18. CONTRACTOR'S STAFF**

The Contractor shall provide to the satisfaction of the Engineer sufficient and qualified and experienced staff including an Engineer as stipulated in the special conditions of Contract to superintend the execution of the works so as to ensure work of the best quality and expeditious working. Whenever in the opinion of the Engineer this is not the case, additional and properly qualified staff shall be employed by the contractor without additional charges on account thereof.

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## **19. MISCONDUCT OF CONTRACTOR'S STAFF OR EMPLOYEES**

(i) If any whenever any of the Contractor's or sub-contractor's agents, sub-agent's, Assistant, Foreman or any other employee shall, in the opinion of the Engineer, be guilty of any misconduct or be incompetent or indifferently qualified or negligent in the performances of his duty or if in the opinion of the Engineer, it is undesirable, for any reason whatsoever, for any such person or persons to be employed in the works, the Contractor, if so directed by the Engineer, shall at once remove from the works the person or persons so directed and they shall be immediately replaced at the expense of the contractor by a qualified and competent substitute. The Contractor shall have no claim on the Company for any cost in connection therewith.

(ii) The Contractor shall be responsible for the proper behavior of all his employees and shall prohibit and prevent any employee from acting in a way detrimental or prejudicial to the interest of the community or to the proprietors or "occupiers of land and property in the neighborhood.

(iii) The Contractor shall indemnify the Company from and against all actions, suits, proceedings, losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the Company by reason of any act or omission of the contractor, his agents or employees.

(iv) All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of the Company without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

## **20. ILLEGAL GRATIFICATION**

Any bribe, commission, gift, gratuity, advantage or inducement promised or offered by or on behalf of the Contractor or his partner, agent or servant or any one, on his or on their behalf to any officer or employee of the Company or to any person or his or their behalf in relation to the execution of this contract, shall in addition to any criminal liability which he may incur subject the contractor to the termination of the contract forthwith and all moneys, of any, which is due to the contractor shall be forfeited to the Company without prejudice to the right of the company to sue the Contractor for any excess cost incurred by the Company in consequences of such action, as may be considered necessary for carrying on and completing the work.

## **21. RELICS**

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The Contractor shall have no right or claim to any gold, silver, and other minerals of any description or any precious stones, coins, precious relics and antiquities and other similar things which may be found in or upon the site and the Contractor shall duly preserve the same as directed by the Engineer and shall deliver the same to such person or persons as the Company may appoint. All such finds shall be immediately intimated to the Engineer or his representative.

## **22. EXCAVATED MATERIALS**

The Contractor shall not sell or otherwise dispose of or remove, except for the purpose of this contract, the earth, rock or other substances or materials which may be obtained from an excavation made for the purpose of the works, or any building or any produce upon the site at the time of delivery of possession thereof but all such substances, materials, buildings and produces shall be property of the Company.

## **23. STORAGE AND USE OF DANGEROUS MATERIALS**

The Contractor and sub-contractors shall convey stock or make use of all explosive dangerous petroleum acetylene, carbide of calcium and other similar materials provided by them for use on the works in strict accordance with the instructions of the Engineer and the provisions of all laws, orders and regulations that are in force at the site or may be issued from time to time by the relevant authority or Government. No explosive shall be used on the site without the permission of the Engineer and then only in the manner and to the extent permitted by the Engineer.

## **24. SANITARY MEASURES**

The Contractor shall comply in all respects with the rules and regulations of the sanitary authorities, as regards the drainage and other sanitary requirements in connection with the dwellings, offices and other buildings erected by him for the use of the staff and he shall provide efficient and sanitary latrine accommodation wherever required on the works with all proper drainage and conservancy.

## **25. POLLUTION OF STEAMS AND WATER WAYS**

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The Contractor shall take all possible precautions to secure the efficient protection of all streams, channels and waterways against pollution during the execution of the works.

## **26. THE CONTRACTOR IS RESPONSIBLE FOR ACCIDENTS**

The Contractor shall be absolutely and solely responsible for accidents and injuries whether fatal or otherwise, damage or losses occurring to any person property or thing resulting from or in the opinion of the Engineer be traceable to the operation of the Contractor or his sub-contractor, agents or employees in the execution of the work or otherwise or to any failure on the part of the contractor to observe and perform any of his obligation's in the contract document. The responsibility of the Contractor as above described, shall extend to all cases of accidents, injuries and damages and losses which may occur to any person, property or thing, including but not by any way limiting:

- (a) the public
- (b) persons employed upon or about the works by the Company, the Engineer and his staff, the Contractor and his sub-contractors.
- (c) any person being for any lawful purpose upon or about the works.
- (d) the lands, buildings, railways, roads, bridges, property, interest and rights of the company, of the public and all parties affected or interfered with.
- (e) the works themselves whether permanent or temporary
- (f) all buildings on the site.
- (g) all work yards and materials.

## **27. EVERY THING AT CONTRACTORS RISK**

The Contractor shall undertake all risks and liabilities of whatever kind arising out of the works including, by way of amplification but not by way of limitation, all risks attendant on the nature of the site, the soil, sub-soil, the levels and consistency of strata in or on which the works are to be found or constructed. Also ail risks of fire, floods, gales, of winds, variation of water levels in sub-soil, quantities of water to be pumped, discharges of existing water courses and rains, traffic delays and other causes, whether in or beyond contractor's control, which may affect the works during the construction and all damages which may happen in any way howsoever to the works during their progress shall be made good by the Contractor at his own expense.

## **28. CONTRACT TO BE AN INDIAN CONTRACT**

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The contract shall be and deemed to be an India contract and shall accordingly be governed by and constructed according to the laws for the time being in force in India and Indian Courts shall have exclusive jurisdiction to hear and determine all actions and proceedings arising out of the contract and the Contractor hereby submits to the jurisdiction of the Indian courts for the purpose of any such action and proceedings.

## **29. COMPLIANCE OF REGULATION AND BYE-LAW**

The Contractor shall conform to the provision of any statute relating to the works and regulations and byelaws of any local authority and of any water and lighting Companies or Undertakings whose system the work is proposed to be connected and shall, before making any variation from the drawings or the specifications that may be necessitated by so conforming, give to the Engineer notice specifying the variations, and shall not carry out such variation until he has received written instructions from the Engineer in respect thereof. The Contractor shall be bound to give all notices required by statute, regulations or bye-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

## **30. TEA SHOP TO BE AUTHORISED**

No tea shop or any sundries shop except an authorised and licensed one, shall be allowed in the camp area or in the works area. For any unauthorised shop, if traced, the Contractor shall be held responsible and action as deemed fit may be taken against him.

## **31. SECRECY**

The Contractor shall maintain secrecy of the details of works and shall not disclose it to any unauthorised person without prior approval of the Department

## **III EXECUTION OF WORK**

## **32. DISCREPANCIES BETWEEN INSTRUCTIONS**

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Should any discrepancy occur between the various instructions furnished to the contractor, his agent or staff or any doubt arise as to the meaning of such instructions, or should there be any misunderstanding between the Contractor's staff and the Engineer's staff, the contractor shall refer the matter immediately, in writing, to the Engineer whose decision thereon shall be final and conclusive, and no claim for losses, alleged to have been caused by such discrepancy between instructions, doubts, or misunderstanding shall in any event be admissible.

### **33. DETAILED SCHEME OF PROCEDURE**

The Contractor shall, within reasonable time after the acceptance of the tender, prepare at his own cost and submit to the Engineer a detailed scheme of procedure and programme that he will adopt in carrying out the work, keeping in view the time schedule attached. The number and sizes of all items of constructional plant he proposes to use in carrying out the work, and the items of the temporary work he proposes to construct and erect in elaboration of the above should be submitted. If the Engineer consider it desirable, he may make any modifications or alterations and the contractor shall be bound to conform thereto with out any additional payment to him and without relieving him of the responsibilities under this contract.

### **34. EXECUTION OF THE WORKS**

The whole of the work shall be executed in strict conformity to the drawings and specifications and the previsions of the contract documents and with such instructions as may be furnished from time to time to the Contractor by the Engineer or may be approved by the Engineer whether mentioned in the contract or not. The Contractor, if he so requires shall be entitled at his own expense to make or cause to be made copies of the specifications and of such drawings, designs and instructions as aforesaid for use in the works only.

### **35. ALTERATION IN SPECIFICATIONS AND DESIGNS**

The Engineer shall have power to make any alterations in, omissions from, addition to or substitution for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and the Contractor shall be bound to carry out the work in accordance with any instructions that may be given to him in writing by the Engineer and such alterations, omissions, additions or substitutions shall not invalidate the contract. Any alteration,

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additional or substituted work which the Contractor may be directed to do in the manner above specified, shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do the main work and at the same rate as specified in tender for the main work.

### **36 . EXTRA WORKS**

Notwithstanding anything said in the previous clause, should works over and above those included in the contract require to be executed at the site, the contractor shall have no right to be entrusted with the execution of such work which may be carried out by another which may be carried out by another contractor or by other means at the option of the Company. The Company may, however, in the interest of the work, at its sole discretion entrust such extra work to the contractor as herein fore specified.

### **37. RATE FOR EXTRA ITEMS**

If the altered, additional or substituted work or any additional work required to be executed as a result thereof includes any class of work for which no rate is specified in this contract and the tender for the original work is percentage below/above a specified schedule of rates on the basis of which the tender schedule has been prepared, the altered, additional or substituted work required as aforesaid shall be chargeable at the rate entered in the said schedule below/above the tendered percentage, or if the item of work does not exist in the said schedule then at the rate analysed on the basis of that schedule minus/plus the same percentage below/above. If however, such class of work is neither entered in, nor can be analysed on the basis of the same schedule or if the tender is on item rate basis, then the contractor shall within seven days of the date of receipt of order to carry out the work, inform the Engineer of the rate which it is his intention to charge for such class of work and if Engineer does not agree to this rate and a rate cannot be mutually agreed upon between the Contractor and Company, the Engineer 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 provided always that if the Contractor shall commence work or incur any expenditure to regard thereto before the rates shall have been determined as lastly wherein before mentioned, then and in such case he shall be entitled to be paid in respect of work carried out or expenditure incurred by him prior to the work carried out or expenditure incurred by him prior to the date of the determination of the rates as aforesaid according to such rate or rates only shall be fixed by the Engineer. No deviations from specifications in this contract shall be made or additional items of work unless the rates of such substituted, altered or additional items of work unless the rates of such

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substituted, altered or additional items of work unless the rates of such substituted, altered or additional items have been approved in writing by the Engineer, failing which Company shall not be liable for any claims in, this account.

### **38. INSTRUCTIONS OF ENGINEER'S REPRESENTATIVE**

The Contractor, his Agent and his staff shall attend to, execute without delay and strictly comply with all orders and instructions, that may be issued to him from time to time by the Engineer or his authorized representatives, and a site order book shall be maintained for recording all such instructions given at site and all such instructions shall be signed by the Contractor or his agent as a token of receipt thereof.

39. Any instructions or approvals given by the Engineer's representative to the Contractor in connection with the works shall bid the Contractor as though it had been given by the Engineer, Provided always as follows: -

- (a) Failure of the Engineer's representative to disapprove any work or material shall not prejudice the powers of the Engineer thereafter to disapprove such work and material and to order the removal or breaking up or rectification thereof.
- (b) If the Contractor shall be dissatisfied by reasons of any decision of the Engineer's representative, shall be entitled to refer the matter to the Engineer, who shall thereupon confirm or vary such decision.

### **40. RESTRICTION OF WORKS TO BE CARRIED OUT**

If at any time after the commencement of the work the Engineer shall for any reason whatsoever, not require the whole thereof as specified in the tender to be carried out, the Engineer shall give notice in writing to the effect to the Contractor, who shall have no claim to any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out. Neither shall he have any claim for compensation by reason of any alteration to specifications, drawings, designs or instructions which shall involve any curtailment of the work as originally contemplated.

### **41. QUALITY OF WORK**

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The Contractor shall be responsible for ensuring that the works throughout are executed in the most substantial, proper and workmanlike manner in strict accordance with the specifications and to the entire satisfaction of the Engineer and in such order of time as the Engineer may direct, notwithstanding that certain portion of the work may be executed by subcontract, All workmanship, shall be of the respective kinds described in the contract and in accordance with the instructions and specifications and shall be subjected from time to time to such taste at such places as the Engineer may direct. The Contractor shall provide at his own cost all instruments, labour and materials, ladders, pumps, appliances and things of other kind, as may be required for examining, measuring and testing any workmanship as may be selected and required by the Engineer,

#### **42. WORKS AT NIGHT**

If the Contractor is required to work at night in order to complete the work within the time schedule the contractor shall provide and maintain at his own cost, sufficient lights as will enable the work to proceed satisfactorily without danger. Similarly the approaches to the site and works where any work is being carried out shall be sufficiently lighted; all arrangements adopted for such lighting shall be to the satisfaction of the Engineer, No claim for compensation on this account will be admissible

#### **43. WATCHING AND LIGHTING**

The Contractor shall provide and maintain at his own cost all lights and watching man where necessary or required by the Engineer for the protection of the works, or for the safety or convenience of the public or others.

#### **44. INSPECTION OF WORKS**

The Engineer will have full power and authority to inspect the work at any time wherever in progress either on the site, at the contractor's premises or at the premises wherever situated of any person, firm or corporation where work in connection with the contract may be in hand and when materials are being brought to be supplied and the contractor shall afford or procure for the Engineer every facility to carry out such inspections. The Contractor shall at all times during the working hours and at all other times at which reasonable notice of the intension of the Engineer or his representative to visit the works shall have been given to the Contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing for the purpose. Orders given to the

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Contractor's agent shall be considered to have the same force as if they had been given to the Contractor himself

#### **45. NOTICE TO BE GIVEN BEFORE WORK IS COVERED UP**

The Contractor shall give not less than 5 days notice in writing to the Engineer before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is not covered up or placed beyond the reach of and shall not cover or/place beyond the reach of measurement measurement/any work without the consent in writing of the Engineer. If any work shall be covered or placed beyond the reach of measurement without such notice having been given or sanction obtained, the same shall be uncovered at the Contractor's expense or in default thereof, no payment or allowance shall be made for such work or the materials with which the same was executed.

#### **46. REMOVAL OF IMPERFECT WORK**

Should any work executed by the Contractor at any time before the completion of the period of liability be found to be faulty as regards the workmanship or materials, or not in accordance with the contract documents, or otherwise not satisfactory to the Engineer, the Contractor shall at his own cost rectify, reform, remove or reconstruct the same either in whole or in part as may be directed by the Engineer whether or not the value of such work or material shall have been included in any certificate issued or payment made to the Contractor. The decision of the Engineer as to any question arising under this clause shall be final and conclusive.

#### **47. SUSPENSION OF WORK**

(i) Subject to sub-clause (iii) of this clause the Contractor shall, if ordered in writing by the Engineer, suspend the work or any part thereof for such period and such times as so ordered and shall not after receiving such written order, proceed with the work therein ordered to be suspended until he shall have received a written order to proceed therewith. The Contractor shall not be entitled to claim compensation for any loss or damage sustained by him by reason of the suspension of the works aforesaid. Provided, however, that when each such period of suspension exceeds 14 days the Company shall be liable to pay to the Contractor any cost incurred by him on the site by way of normal running expenditure resulting from the suspension of the work as aforesaid.

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(ii) The Engineer shall assess and determine what is the normal running expenditure during the period of suspension and any extension of time for completion caused by such suspension of the works will be granted to the Contractor on applying as specified elsewhere in the contract.

(iii) Should it appear to the Engineer that any work in progress is being executed in a faulty manner with unsuitable materials or not in accordance with the specifications or by unskilled workmen where skilled workmen should be employed or by means or manner not in accordance with the contract documents or if the suspension is provided for the contract, or is necessary for the proper execution of work by reason of weather conditions, or is necessary for the safety of the works or any part thereof, then the Engineer, may order the immediate! suspension of such faulty work by direct order to the Contractor's supervisory staff and Foreman until such time as the Contractor shall adopt remedial measures to the satisfaction of the Engineer. Such orders shall be complied with immediately and notwithstanding the provisions of sub-clause (1) of this clause, the Contractor shall not be entitled to any extra payment, compensation or extension of time on account of this suspension.

#### **48. REMOVAL OF IMPROPER WORK AND MATERIALS**

(a) The Engineer shall be entitled to order From time to time (Notwithstanding that the work may have been inadvertently passed, certified and paid for.)

i) The removal from the site, within the time specified in the order, of any materials which in his opinion are not in accordance with the specifications of drawings.

ii) The substitution of proper and suitable materials.

iii) The removal and proper re-execution of any work which in respect of materials or workmanship is not in accordance with the specifications, and in case of default, the Contractor shall be liable to pay compensation at the rate of one percent on the value of such work for every week while his failure to comply shall continue and in the case of any such failure the Engineer shall be entitled to rescind the contract under provisions of clause.

(b) Materials that have been rejected must on no account be allowed to remain on the site and if in spite of written order to do so, any such rejected material is seen on the site, beyond a period of 48 hours of such n notice, the Engineer shall have the right to remove it at the cost of Contractor and even to destroy it.

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#### **49. INCONVENIENCE TO THE PUBLIC**

The Contractor shall not deposit material on any site which may cause inconvenience to the public. The Engineer may request the Contractor to remove at his own cost any materials which are considered by him to be a danger or inconvenience to the public or any other work.

#### **50. RETURN OF SURPLUS MATERIALS**

Notwithstanding anything contained to the contrary in any or all the clause of this contract where any materials for the execution of the contract are procured with the assistance of the Company either by issue from Company stock, or, purchase made under orders, or permits or licenses issued by Government the Contractor shall hold the said materials as trustee for the Company, use such materials economically and solely for the purpose of the contract and not dispose of them without the permission of the Company and return if required, by the Engineer, all surplus or unserviceable materials that may be left with him after the completion of the work or at its termination for any reason whatsoever on his being paid or credited such price as the Engineer shall determine having due regard to the condition of the materials. The price allowed to the Contractor, however, shall not exceed the amount charged to him. The decision of the Engineer shall be final and conclusive. In the even of breach of the aforesaid condition, the contractor shall, in terms of the licenses of permits and/or for criminal breach of trusty be liable to compensate the company at the rate to be determined by the Engineer, and his decision shall be final and conclusive.

#### **51. ROADS AND WATER COURSES NOT TO BE OBSTRUCTED**

Existing roads or water courses shall not be blocked, cut through, altered, diverted or obstructed in any way by the Contractor without the permission of the Engineer. All compensation or claims for any unauthorised closure, cutting through, alteration, diversion or obstruction to such roads or altered courses by the Contractor, his agent or his staff shall be recoverable from the Contractor by deduction from any sum due to him under the contract or otherwise according to law. .

#### **52. RECORD OF WORK**

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The Contractor or his agent shall keep the Engineer fully informed as to all matters connected with the progress of the work, any modification in procedure for execution, despatch to and delivery at site of material and constructional plant and like matters. The Contractor or his Agent shall keep correct record and progress plans of the work as executed and this shall be supplied to the Engineer for his inspection whenever required.

### **53. CONTRACTOR TO SUPPLY PLANT AND EQUIPMENT**

The Contractor shall supply at his own cost explosive materials, plants, tools, appliances, implements and temporary works requisite or proper for the execution of the work whether original or altered or substituted and whether included in the specifications or other documents forming parts of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer, as to any matter, as to which, under these conditions, he is entitled to be satisfied or which he is entitled to require, together with carriage therefore.

### **54. WORK ON HOLIDAYS**

The work shall be done on Sundays or other holidays that may be notified by the Engineer without the specific sanction in writing of the Engineer.

### **55. ACTION WHERE THERE IS NO SPECIFICATIONS**

In the case of any class of work over which there is no specification mentioned in the tender documents, such work shall be carried out in accordance with the specifications of the local P.W.D. subject to the approval of the Engineer.

### **56. DECISION TO BE FINAL**

If the Contractor be dissatisfied with the decision of the Engineer wherever provision is made in the contract on any question, arrangement, amount, matter or thing being settled, decided, certified or determined by the Engineer or his representative or resting upon or being governed or controlled by or submitted to the judgment or opinion of any one of them, the Contractor shall have the right to refer such question, arrangement, amount, matter or thing to the Management whose decision, assessment certificate, determination, judgment or opinion shall be final and conclusive for all purposes and shall be binding on the Company and the Contractor notwithstanding anything in the contract.

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## **57. SITE TO BE CLEARED**

If the Company provides land to the Contractor for the erection of temporary buildings for labour or for any other reasons, the Contractor shall arrange for handing over vacant possession of the said land after the work is completed. Should the Contractor's labour refuse to vacate and have to be ejected by the Company, necessary expenses incurred in connection therewith shall be borne by the Contractor. The Contractor shall have no claim for compensation on account of any loss or damage to property caused during the clearance of the site by the Engineer as provided herein.

## **58. CONTRACTOR TO PROVIDE FACILITIES TO OTHER CONTRACTOR**

The tenderer must note that in case the building work, sanitary and water supply work and electrical installation work or other work or works are awarded to different Contractors, the activities of all the contractors shall be required to properly coordinated and all contractors shall strictly follow the instructions and directions of the Engineer.

The building Contractor shall also permit, free of charge, the use of his ladder and ordinary scaffolding (if available in position) to the plumbing, sanitary and/or electrical Contractors. The building Contractor shall, however, not be required to make any special scaffolding for them.

## **59. PERIOD OF LIABILITY**

(a) If within the period of liability as stipulated in the special condition of contract after a certificate of completion of the work or any part of it has been given by the Engineer, any imperfections become apparent in it, through any cause whatsoever, exception account of earthquakes or insurrection or Civil riot, the contractor shall make the same good at his own expense or in default, the Engineer may call the same to be made good by other means and deduct the expenses of which the certificate of the Engineer in writing shall be final and conclusive, from any sums that may be due or at any time thereafter become due to the Contractor or from the security deposit or the proceeds of sale thereof or of sufficient portion thereof without prejudice to the right of the Company to sue the Contractor for recovery of such extra amount as may be due from him on account of such imperfections.

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(b) The period of liability shall be six months from the date of completion of the work, unless a different period has been indicated in the special conditions of contract in which case that period would be the period of liability for the purpose of this clause.

## **60. GODOWNS TO BE IN GOOD CONDITION**

Godowns or sheds hired for storing of controlled materials and more particularly of cement, shall be such as would prevent the material from getting damaged in any way. All these protectionary works should be done at his own cost.

## **IV. MEASUREMENTS CERTIFICATES AND PAYMENTS**

### **61. QUANTITIES IN SCHEDULE**

The quantities set out in the accepted schedule of rates with items or work quantified are the estimated quantities of works and they shall not be taken as the actual and correct quantities of the work to be executed by the Contractor in fulfillment of his obligations under the contract. Any difference between the schedule quantities and the quantities actually carried out shall not form the basis of any claim by the Contractor. The Contractor shall be paid for the quantities as actually executed and measured.

### **62. COMPLETION CERTIFICATE**

On completion of the work, the Contractor shall be furnished with a certificate by the Engineer of such completion, but no such certificate shall be given nor shall the work be considered to be complete until the Contractor shall have removed from the premises on which the work shall be executed all plant and equipment temporary buildings and structures, surplus materials and rubbish. If the Contractor shall fail to comply with the requirements of this clause, the work shall be deemed to have remained incomplete and the provisions of this contract in respect of non-completion of works before the schedule date, shall be attracted.

### **63. PAYMENTS OF INTERMEDIATE MEASUREMENTS TO BE REGARDED AS ADVANCES**

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The Contractor shall be entitled to be paid every month for work done in the previous month, if it is passed by the Engineer subject to any deduction which may be made under the contract and further subject to a deduction of 10% by way of security deposit as provided in clause 3 hereof. All such payments shall be regarded as in account payments by way of advance against the final payment only and not as payments for work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or to be considered as an admission of the performance of the work or any other part thereof in any respect or the accruing of any claim, nor shall it conclude, determine or affect, in any way, the powers of the Engineer under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. The final payment will be made on the basis of final measurements to be taken by the Engineer or his representative. These measurements shall be specifically noted in the measurements book as 'Final Measurements' and signed as such by the Contractor or his accredited representative.

#### **64. MEASUREMENT OF WORKS**

Payment shall be made on the basis of measurements taken by the Engineer or his representative will, when he requires any part of the works to be measured for On-Account or final payment, give notice to the Contractor who shall forthwith attend or send a qualified agent to assist the Engineer in making such measurements and shall furnish all particulars required by either of them and shall sign the record of measurements taken by the Engineer or his representative in the measurements books of the Company as an acknowledgement of his acceptance of the accuracy of the measurements. Should the Contractor not attend or neglect or omit to send such agent within four days of his being called for witnessing the measurements, then the measurements, and by the Engineer or approved by him shall be deemed to be the correct measurement of the work and binding Contractor.

#### **65. METHODS OF MEASUREMENTS TO BE DECIDED BY THE ENGINEER**

The decision of the Engineer as to the manner in which measurements are to be taken and the calculations made as to all matters relating there to shall be final and binding on the parties to the contract.

#### **66. PAYMENT OF CONTRACTOR'S BILLS**

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Payments due to the Contractor shall be made by a crossed "Account Payee" Cheque forwarding the same to the registered office notified by the Contractor. However, in case the Contractor does not have a bank account, provided he has so notified the Company, an ordinary crossed Cheque may be issued. In no case will the Company be responsible if the Cheque is mislaid or misappropriated by unauthorised person or persons. The Contractor shall always give a stamped receipt duly signed in token of payment of any sums by the Company.

**67.** In the case of Contract on percentage rate basis, the accepted percentage will be deducted from/added to the gross amount of the bills for work done.

**68. FINAL DECISION AND FINAL CERTIFICATE.**

Upon the expiration of the period of liability and subject to the Engineer having satisfied that the works have been duly maintained by the Contractor during such period as herein before provided and that the Contractor has in all respects duly performed all his obligations under the contract, the Engineer shall without prejudice to the rights of the Company to retain the security deposit or any part thereof in accordance with the provisions of clause 11 or otherwise, give a certificate herein referred to as "Final Certificate" to that effect and the Contractor shall not be considered to have fulfilled the whole of his obligations under the contract until the final certificate shall have been given by the Engineer notwithstanding any previous entry upon the works or taking possession working or using of the same or any part thereof by the Company.

**V. INSURANCE**

**69. INSURANCE**

The Contractor shall, at his own expense, carry and maintain insurance with companies satisfactorily to the Company as follows :—

If and when the employees State Insurance Act 1948 is made applicable to the site of work, the Contractor agrees to and does hereby accept the full and executive liability for the compliance with all obligations imposed by the Employees State Insurance Act 1948 as modified upto date and the Contractor further agrees to ensure the compliance of all subcontractors with the application of the said act. The

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Contractor further agrees to defend, indemnify and hold harmless the Company from any liability or penalty which may be passed by any State or local authority by reason of any assorted violation by contractor or sub-contractor of the Employees State Insurance Act 1948 and also from all claims, suits or proceedings that may be brought against the owner arising under, occurring out of, or by reason of the work provided for by this contract whether brought by employees of the Contractor, by third parties, or by Central or State Governmental authorities, or any political sub-division thereof.

The Company shall retain such sum as may be necessary from the total contract value until the Contractor shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act 1948 have been paid.

## **70. LABOUR LAWS**

In the engagement of labour, the Contractor shall comply with all labour laws and rules in force in the area of work.

## **71. WAGES TO LABOUR**

The Contractor shall comply with the provision of the Minimum Wages Act, 1948 and the rules made there under in respect of any employee employed by him on road construction, or in building operations, or in stone-breaking or stone rushing for the purpose of carrying out this contract.

## **72. PROVISION OF PAYMENT OF WAGES ACT.**

The Contractor shall comply with the provisions of the payment of Wages Act, 1936 and the rules made there under in respect of employees employed by him in the works. If in compliance with the terms of the contract, the contractor may supply labour to be used wholly or partly under direct orders and control of the Engineer, whether in connection with the works to be executed hereunder or otherwise, such labour shall nevertheless be deemed to be person or persons employed by the Contractor and any moneys which may be ordered to be paid by the Engineer on behalf of the Contractor and the Engineer may, on failure of the Contractor to repay such moneys to the Company, deduct the same from any money due to the Contractor in terms of the contract.

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### **73. WORKMEN'S COMPENSATION AND EMPLOYERS LIABILITY**

- (i) Insurance shall be effected for all the Contractor's employees engaged in the performance of this contract. If any of the work is sublet, the Contractor is to provide, workmen's compensation and Employees Liability Insurance for the latter's employees unless such employees are covered under the Contractor's insurance.
- (ii) In every case in which by virtue of the provisions of the Section 12, Sub-section (i) of the Workmen's Compensation Act 1923, the Company is obliged to pay compensation to a workman employed by the Contractor in executing the work, the Company will recover from the Contractor the amount of the compensation so paid and without prejudice to the rights of the Company under Section 12 Sub-section (2) of the said Act. The Company shall be at liberty to recover such amount or any part thereof by deducting it from the Security Deposit or from any sum due by the Company to the Contractor. The Company shall not be bound to contest any claim made against it under Section 12 Sub-section (i) of the said Act, except on the written request of the Contractor and upon his giving to the Company full security for all costs for which the Company might become liable in consequence of contesting such claims.

## **VI. TAXES AND SAFETY**

### **74. TAXES & SAFETY REGULATIONS**

The Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all sales taxes and all contribution and taxes to unemployment, compensation, insurance, old age pension or amenities, now or hereinafter imposed by any Central or State Governmental authority which are imposed with respect to or covered by wages, salaries or other compensation paid to persons employed by the Contractor with all obligations and restrictions imposed by the Labour Law or any other law affecting employer – employees relationship and the contractor further agrees to comply and to secure the compliance of sub-contractors with all applicable Central, State, Municipal and local law and regulations and requirements of any Central, State or local Governmental agencies or authority.

### **75. INDUSTRIAL STATISTICS**

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The Contractor shall submit full information and statistics to the Company as directed by the Engineer so as to enable the Company to comply with Industrial Statistics Act, 1942. The Contractor further agrees to obtain from the Sub-contractor and submit to the Company the information and statistics, if any of the work sub-let.

## **76. SAFETY CODE**

In respect of all labour directly or indirectly employed on the work for the performance of the Contractor's part of this agreement the Contractor, shall at his own expense, arrange for adequate safety provisions. The Contractor shall be responsible for and must make good to the satisfaction of the Company any loss of damage due to fire or to any operation of the work to be done under this agreement or to any other of the Company's existing property.

## **77. THE ARRANGEMENTS FOR WORKERS**

The Contractor shall, at, his own expense make adequate arrangements for the housing, supply of drinking water and provisions of lavatories and urinals for the office staff and workmen and for temporary crèches where 50 or more women are employed at a time; all camp sites shall be maintained in clean and sanitary condition by the Contractor at his own cost.

## **78. REPORTING OF ACCIDENTS TO LABOUR**

The Contractor shall, be responsible for the safety of employees employed by him on the works and shall report serious accidents to any of them, however, and wherever occurring on the works, to the Engineer or his representative and shall make every arrangement to render all possible assistance. This shall be without prejudice to the responsibility of the Contractor under clause 74 of these conditions.

## **VII. CLAIMS**

- 79.** (i) Should the Contractor consider that he is entitled to any extra payments or compensation or any claim whatsoever in respect of the works, he shall give notice in writing to the Engineer furnishing detailed particulars of all such

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claims for extra payment and/or compensation , within 10 days from the ordering, of the work or happening of any event upon which the Contractor bases such claims. Failure on the part of the Contractor to put forward any claim with the necessary particulars within the period as aforesaid, shall be a complete waiver of such claims.

(ii) The Contractor shall not be entitled to make any claim whatsoever against the Company arising out, of this contract after he has signed a 'No Claim Certificate' in favour of the Company after the works are finally measured up.

## **ARBITRATION AND LAWS**

### **VIII. ARBITRATION**

80 a) Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship of materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders for these conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after, the Completion or abandonment thereof shall be referred for arbitration.

The arbitrator shall be an eminent personality who is well experienced in techno – legal aspects of engineering , planning & construction activities. A panel of such personalities which may include nomination from the contractor also , shall be considered for the appointment of arbitrator by the Chairman , GC ( FCRI ) & Jt Secretary Ministry of Heavy Industries , Govt of India. Alternatively , a consensus candidate, who is having the requisite qualifications as prescribed above and , agreeable to both the parties , can be considered by the chairman for this. There will be no objection if the arbitrator so appointed is in employee of Govt. of India.

The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, Chairman, GC (FCRI) & Joint Secretary, Ministry of Heavy Industries, Govt. of India as aforesaid at the time of such transfer, vacation of office or inability act, shall \*\* appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by Chairman, GC (FCRI) & Joint Secretary, Ministry of Heavy Industries, Govt. of India, as aforesaid should act arbitrator and if for any reason, that is not possible the matter is not to be referred to arbitration at all cases where the amount of the claim in dispute is Rs.50,000.00 (Rupees fifty thousand only) and above, the arbitrator shall give reasons for the award.

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

\*\* The authority appointing the arbitrator should not be lower in rank than the Authority accepting the Agreement.

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

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

The arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing.

The arbitrator shall give a separate award in respect of each dispute or difference referred to him. **80.**

**b) LAWS GOVERNING THE CONTRACT**

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

**OVER PAYMENTS AND UNDER PAYMENT**

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

**81.1.** The Company/Corporation reserve the right to carry out post-payment audit and technical examination of the final bill including all supporting vouchers abstracts etc. The Company/Corporation further reserve the right to enforce recovery of any over-payment when detected, notwithstanding the fact that the amount of the final bill may be included by one of the parties as an item of dispute before an arbitrator appointed under Clause 30 of General Conditions of Contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award.

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

**81.3.** Provided that the aforesaid right of the Company/Corporation to adjust overpayments against amounts due to the Contractor under any other Contract with the Company/Corporation shall not extend beyond the period of two years from the

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date of payment of the final bill or in case the final bills is a MINUS BILL from the date the amount payable by the Contractor under the Minus final bill is communicated to the contractor.

**81.4.** Any amount due to the Contractor under this Contract for underpayment may be adjusted against any amount then due or which may at any time thereafter become due before payment is made to the Contractor, from him to the Company/Corporation on any other Contract or account whatsoever.