

**Notice Inviting Tender
for
Construction of EMRS
(Eklavya Model Residential School)
at Dudhnai (Single Phase), Goalpara
in the state of Assam**

NIT No: TCIL/GHY/PD(NE-1)/EMRS/2025/02

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VOL – II

**GENERAL CONDITIONS OF THE CONTRACT FOR WORKS
(GCC for Works)**

Issued By:

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GENERAL CONDITIONS OF THE CONTRACT FOR WORKS

2.1 DEFINITIONS AND INTERPRETATIONS

- 1 In the Contract (as hereinafter defined) the following words and expressions shall have the meaning share by assigned to them except where the Contract otherwise requires:
- 2 “Owner/ Client” shall be the National Education Society for Tribal Students (NESTS) or Ekalavya Model Residential Schools(EMRS) , Ministry of Tribal Affairs, Government of India.
- 3 “Employer/ PMC/ Construction Agency (CA)/ Executing Agency (EA)” shall mean Telecommunications Consultants India Limited i.e. TCIL.
- 4 “Project Director/ Engineer-in-charge/ Engineer” shall mean the officer appointed by Employer for the purpose.
- 5 “Applicant/ bidder/ tenderer” shall mean the party submitting its bid for this tender.
- 6 “Contractor/ Agency” shall mean the tendered selected by the Employer for the performance of the work and shall include the successors and permitted assigns of the Contractor.
- 7 “Contract” means the Conditions i.e., General and special conditions, the technical Specifications, the Drawings, the Bill of Quantities, the Bid, the Letter of Acceptance, the Contract Agreement and such further documents as may be expressly incorporated in the Letter of Acceptance or Contract Agreement.
- 8 “Specifications” means the relevant specification of the Works included in the Contract and any modification thereof or addition thereto as approved by the Employer on behalf of owner.
- 9 “Drawings” means all Drawings, calculations and technical information provided by the Employer to the Contractor under the Contract and all Drawings, calculations, samples, patterns, models, operation and maintenance manuals and other technical information of a like nature submitted by the contractor and approved by the Employer on behalf of the Owner.
- 10 The term SOR or price bid means the schedule of rates as mentioned in falling under detailed notice inviting tender of the main contract
- 11 “Tender/Bid” means the Contractor’s priced offer to the Employer for the performance and completion of the works and remedying of any defects therein in accordance with the provisions of the Contract, as accepted by the Letter of Acceptance. The word Tender is synonymous with “Bid” and the words “Tender Documents” with “Bidding Documents”.
- 12 “Works” means the Permanent Works and the Temporary Works or either of them as appropriate.
- 13 “Letter of Intent” shall mean intimation by a letter/fax of intent that the tender has been accepted in accordance with the provisions contained in the said letter/fax.
- 14 “Letter of Intent (LOI)” means the formal acceptance by the Employer.
- 15 “Contract Price” means the sum stated in the Letter of Acceptance as payable to the Contractor for performance and completion of the Works and remedying of any defects therein in accordance with the provision of the Contract.
- 16 “Cost” means all expenditure properly incurred or to be incurred, whether on or off the Site, including overhead and other charges properly allowable thereon but does not include any allowance for profit.
- 17 “Day” means a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- 18 “Working Day” means any day, which is not declared to be holiday or rest day by the Employer.
- 19 “Week” means a period of any consecutive seven days.
- 20 “Writing” means any hand - written, or printed/ typed communication, including fax.
- 21 “Headings” in the clauses/conditions of tender document is for the convenience only and shall

not be used for interpretation of the clause/condition

2.2 HEADINGS AND MARGINAL NOTES

The headings and marginal notes in these conditions are indicative only and shall not be deemed part thereof or be taken into consideration in the interpretation or construction thereof or of the Contract.

2.3 INTERPRETATION

Words imparting persons or parties shall include firms and corporations and any organization having legal capacity.

2.4 SINGULAR AND PLURAL

Words imparting the singular only also include the plural and vice versa where the context so requires.

2.5 Notices, Consents, Approvals, Certificates and Determinations

Wherever in the Contract, provision is made for giving or issue of any notice, consent, certificate or determination by any person, unless otherwise specified such notice, consent, approval, certificate or determination shall be in writing and the words „notify“, „certify“ or „determine“ shall be construed accordingly.

2.6 Project Director and Project Director's Representative

2.6.1 Project Director's Duties and Authority

Project Director appointed by TCIL reserve the right in checking/ test checking of the operation of the contract in respect of quality, testing, and measurement of Works either directly or through a separate agency or both.

The Project Director may exercise the authority specified in or necessarily to be implied from the Contract and is not required to obtain the specific approval of the Employer before exercising any such authority. Provided further that any requisite approval shall be deemed to have been given by the Employer for any such authority exercised by the Project Director.

2.6.2 Project Director's Representative

The Project Director's Representative shall be appointed by and be responsible to the Project Director and shall carry out such duties and exercise such authority as may be delegated to him by the Project Director

2.6.3 Project Director's Authority to Delegate

The Project Director may from time-to-time delegate to his Representative any/all of the duties and authorities vested in the Project Director and he may at any time revoke such delegation. Any such delegation or revocation shall be in writing and shall not take effect until a copy thereof has been delivered to the Contractor.

Any communication given by Project Director's Representative to the Contractor in accordance with such delegation shall have the same effect as though it had been given by the Project Director, provided that;

A) any failure of the Project Director's Representative to disapprove any work, materials or Plant shall not prejudice the authority of the Project Director to disapprove such work, materials or Plant and to give instructions for the rectification thereof; and

B) if the Contractor questions any communication of the Project Director's Representative he may refer the matter to the Project Director who shall confirm, reverse or vary the contents of such communication.

2.6.4 Appointment of Assistants

The Project Director or his Representative may appoint any number of persons to assist him in carrying out of his duties. He shall notify to the Contractor the names and duties of such persons. Such assistants shall have no authority to issue any instructions to the Contractor save in so far as such instructions may be necessary to enable them to carry out their duties and to secure their acceptance of materials, Plant or workmanship as being in accordance with the Contract, and any instructions given by any of them for those purposes shall be deemed to have been given by the Project Director's Representative.

2.6.5 Instructions in Writing

Instructions given by the Project Director shall be in writing, provided that if for any reason the Project Director considers it necessary to give any such instruction orally, the Contractor shall comply with such instruction. Confirmation in writing of such oral instruction given by the Project Director, whether before or after carrying out of the instruction shall be deemed to be an instruction within the meaning of this Sub-Clause. Provided further that if the Contractor, within 5 days, confirms in writing to the Project Director any oral instruction of the Project Director and such confirmation is not contradicted in writing within 7 days by the Project Director, it shall be deemed to be an instruction of the Project Director.

The provisions of this sub-clause shall equally apply to instructions given by the Project Director's Representative and any Assistant of the Project Director or the Project Director's Representative appointed pursuant to Sub-Clauses 2.45.

2.6.6 Project Director to Act Impartially

Wherever, under the Contract, the Project Director is required to exercise his discretion by;

- a) giving his decision, opinion or consent, or
- b) expressing his satisfaction or approval, or
- c) determining value, or
- d) otherwise taking action, which may affect the rights and obligations of the Employer or the Contractor,

He shall exercise such discretion impartially within the terms of the Contract and having regard to all the circumstances. Any such decision, opinion, consent, expression of satisfaction, approval, determination of value or action may be opened up, reviewed or revised as provided in Clause and sub clauses of 21.5

2.7 CONTRACT DOCUMENTS

2.7.1 Language and Law

- (a) The language in which the Contract documents shall be drawn up is English.
 - (b) The country, the law of which shall apply to the Contract and according to which the Contract shall be construed is India. For any dispute the jurisdiction of the court shall be the High Court of Delhi
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2.7.2 Priority of Contract Documents

The several documents forming the Contract are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies the same shall be explained and adjusted by the Project Director who shall thereupon issue to the Contractor instructions thereon and in such event, unless otherwise provided in the Contract, the priority of the documents forming the Contract shall be as follows:

- (a) The Contract Agreement
- (b) The Letter of Acceptance
- (c) The Tender Document
- (d) Special Conditions
- (e) Priced Bill of Quantities
- (f) Specifications
- (g) General Conditions of Contract for Works
- (h) Drawings
- (i) Any other document forming part of the Contract

2.7.3 Custody and Supply of Drawings and Documents

The Drawings shall remain in the sole custody of the Project Director, but two copies thereof shall be provided to the Contractor free of charge. The Contractor shall make at his own cost any further copies required by him. Unless it is strictly necessary for the purpose of the Contract, the Drawings, Specifications and other documents provided by the Employer or the Project Director shall not, without the consent of the Project Director, be used or communicated to a third party by the Contractor. Upon issue of Defects Liability Completion Certificate, the Contractor shall return to the Project Director all Drawings, Specifications, and other documents provided under the Contract.

One copy of the specifications provided to the Contractor shall be kept by the Contractor on the Site and the same shall at all reasonable times be available for inspection and use by the Project Director and any other person authorized by the Project Director in writing.

2.7.4 Disruption of Progress

The Contractor shall give notice to the Project Director, whenever works is likely to be delayed or disrupted unless any further instruction is issued by the Project Director within a reasonable time. The notice shall include details of the instruction required and of why and by when it is required and of any delay or disruption likely to be suffered if it is late.

If, by reason of any failure or inability of the Project Director to issue, within a time reasonable under the circumstances, any instruction for which notice has been given by the Contractor in accordance with this Sub-Clause, the Contractor suffers delay, then the Project Director shall, determine any extension of time to which the Contractor is entitled.

If the failure or inability of the Project Director to issue instructions is caused in whole or in part by the failure of the Contractor to execute the works which he is required to execute under the Contract, the Project Director shall take such failure by the Contractor into account when making his determination for extension of time.

2.7.5 Supplementary Instructions

The Project Director shall have the authority to issue to the Contractor, from time to time, such

supplementary instructions as shall be necessary for the purpose of proper and adequate performance and completion of the Works and remedying of any defects therein. The Contractor shall carry out and be bound by the same.

2.8 GENERAL OBLIGATIONS

2.8.1 Contractor's General Responsibilities

The Contractor shall, with due care and diligence (to the extent provided for by the Contract), perform and complete the Works and remedy any defects therein in accordance with the provisions of the Contract. The Contractor shall provide all superintendence, labor, materials, Equipment and all other things, whether of temporary or permanent nature, required in and for such remedying of any defects, so far as the necessity for providing the same is specified in or is reasonably to be inferred from the Contract. The Contractor shall promptly notify the Project Director of any error, omission, fault or any other defect in the specifications for the Works which he discovers when reviewing the Contract documents or in the process of performance of the Works.

The Contractor shall take the full responsibility for the adequacy, stability and safety of all Site operations and methods of survey, provided that the Contractor shall not be responsible (except as stated hereunder or as may be otherwise agreed) for the design or specification of Works, not prepared by the Contractor. Where the Contract expressly provides that part of the Works shall be designed by the Contractor, he shall be fully responsible for that part of Works, notwithstanding any approval by the Owner / Project Director.

In the event the Contractor defaults in any of the obligations mentioned in the Contract, the Project Director / Employer reserves the right to fulfill the same at the risk and cost of the Contractor.

2.8.2 Contract Agreement

The Contract Agreement shall be prepared and completed in the form annexed to these Conditions with such modifications as may be necessary.

2.8.3 Inspection of Site

TCIL/ Client reserves the right to inspect the work through its Engineers/ Officers or any other agency authorized by them from time to time. TCIL/Client will communicate such observations, if any, for compliance by the Contractor.

The Contractor shall be deemed to have inspected and examined the Site and its surroundings and collected information available in connection therewith and to have satisfied himself (so far as is practicable, having regard to considerations of cost and time) before submitting his Bid, as to:

- a) the form and nature thereof, including the sub-surface conditions,
- b) the hydrological and climatic conditions,
- c) the extent and nature of work and materials necessary for the performance and completion of the Works and remedying of any defects therein, and
- d) the means of access to the Site and the accommodation he may require and in general, shall be deemed to have obtained all necessary information as above mentioned, as to risks, contingencies and all other circumstances which may influence or affect his Bid.

2.8.4 Sufficiency of Tender

The Contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the tender and of the rates and prices stated in the Bill of Quantities, all of which shall,

except in so far as it is otherwise provided in the Contract, cover all his obligations under the Contract (including those in respect of the supply of goods, materials, Plant or services) and all matters and things necessary for the proper performance and completion of the Works and remedying of any defects therein.

The rate quoted against each item of work shall be for the complete finished item of work and shall be inclusive of all other taxes, duties, levies and all costs and expenses which may be required in and for performance and full protection of the work as describe together with all general risks/ liabilities and obligations set forth or implied in the documents on which the tender is based. Contractor is required to submit the break-up of taxes along with its price bid.

The rates quoted against each item in the Schedule of Quantities shall be deemed to cater for all minor constructional details which are not specifically mentioned, but are fairly and obviously intended and are essential for the full and final completion of the Works and the Contractor is not entitled to make any extra claim on this account.

2.8.5 Work to be in Accordance with Contract

Unless it is legally or physically impossible, the Contractor shall perform and complete the Works and remedy any defects therein in strict accordance with the Contract to the satisfaction of the Owner/ Project Director. The Contractor shall comply with and adhere strictly to the Project Director's instructions on any matter, whether mentioned in the Contract or not, touching or concerning the Works. The Contractor shall take instructions only from the Project Director, or from the Project Director's representative.

2.8.6 Program to be submitted

- A) Within the time stated in the Contract Data, the Contractor shall submit to the Engineer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works, along with monthly cash flow forecasts for the construction of works.
 - B) The Contractor shall submit the list of equipment and machinery being brought to site, the list of key personnel being deployed, the list of machinery/ equipment's being placed in field laboratory and the location of field laboratory along with the Program. The Engineer shall ensure these details to be verified at each appropriate stage of the program.
 - C) An update of the Program 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 Works, including any changes to the sequence of the activities.
 - D) The Contractor shall submit to the Engineer-in-charge for approval an updated Program at intervals no longer than the period stated in the Contract. If the Contractor does not submit an updated Program within this period, the Engineer-in-charge may withhold the amount stated in the Contract from the next payment and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted.
 - E) The Engineer's approval of the Program shall not alter the Contractor's Obligations. The Contractor may revise the Program and submit it to the Engineer again at any time. A revised program shall show the effect of Variations and Compensation Events.
 - F) The Contractor shall submit to the Engineer Weekly / monthly progress report in prescribed format.
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- G) The contractor shall also submit a Quality Assurance Plan and execute works as per the approved QAP. Engineer in charge shall be approving QAP submitted by the contractor as per guideline issued by NESTS (as per section 4)

2.8.7 Project Director at Liberty to Object

The Project Director shall be at liberty to object to and require the Contractor to remove forthwith from the Works any person provided by the Contractor who, in the opinion of the Employer / Project Director, misconducts or is incompetent or negligent in the proper performance of his duties, or whose presence on Site is otherwise considered by the Project Director to be undesirable, and such person shall not be again allowed upon the Works without the consent of the Project Director. Any person so removed from the Works shall be replaced as soon as possible and no claim whatsoever shall be entertained on this account.

2.8.8 Setting Out

The Contractor shall be responsible for;

- a) the accurate setting - out of the Works in relation to original points, lines and levels of reference given by the Project Director in writing, the correctness of the position, levels, dimensions and alignment of all parts of the Works, and the provision of all necessary instruments, appliances and labor in connection with the foregoing responsibilities.
- b) If, at any time during the performance of the Works, any error appears in the position, levels, dimensions or alignment of any part of the Works, the Contractor, on being required to do so by the Project Director, shall at his own cost rectify such error to the satisfaction of Project Director, unless such error is based on incorrect data supplied in writing by the Project Director.
- c) The checking of any setting – out or of any line or level by the Project Director shall not in any way relieve the Contractor of his responsibility for the accuracy thereof and the Contractor shall carefully protect and preserve all bench – marks, sight - rails, pegs and other things used in setting – out of the Works.

2.8.9 Safety, Security and Protection of the Environment

The Contractor shall, throughout the performance and completion of the Works and the remedying of any defects therein;

- a) have full regard for the safety of all persons entitled to be upon the Site and keep the Site (so far as the same is under his control) and the Works (so far as the same are not completed or occupied by the Employer) in an orderly state appropriate to the avoidance of danger to such persons, and
 - b) provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the Project Director or by any duly constituted authority, for the protection of the Works or for the safety and convenience of the public or others, and
 - c) take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods or operation.
 - d) In case of the failure on the part of the Contractor on above accounts, the consequences of the same shall be borne by the Contractor. Alternatively, the Project Director may take reasonable steps to comply with the above at the risk and cost of the Contractor.
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2.8.10 Responsibility to Rectify Loss or Damage

If any loss or damage happens to the Works, or any part thereof, or materials or Plant for incorporation therein, during the period for which the Contractor is responsible for the care thereof, from any cause whatsoever, other than the risks as defined, the Contractor shall at his own cost, rectify such loss or damage so that the Works conform in every respect with the provision of the Contract to the satisfaction of the Project Director. The Contractor shall also be liable for any loss or damage to the Works occurred by him in the course of any operation carried out by him for the purpose of complying with his obligations under referenced Clauses.

2.9 FORCE MAJEURE

Any failure or delay in the performance by the contractor hereto of its obligations under his Contract shall not constitute a breach thereof or give rise to any claims for damages if, and to the extent that it is caused by occurrences beyond the control of the party affected, namely, acts of God, floods, explosions, wars, riots, storms, earthquakes, insurrection, epidemic or other natural disasters. The Contractor so affected shall continue to take all actions reasonably within its power to comply as far as possible with its obligations under this Contract. The affected Contractor shall promptly notify TCIL after the occurrence of the relevant event and shall use every reasonable effort to minimize the effects of such event and act in all good faith with due care and diligence.

a) Breach of Contract: The failure of Contractor to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this contract insofar as such inability arise from an event of Force Majeure, provided that the party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this contract, and (b) has informed TCIL/ Client as soon as possible about the occurrence of such an event.

b) Extension of Time: Any period within which the Contractor shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which the Contractor was unable to perform such action as a result of Force Majeure.

2.10 FOSSILS

All fossils, coins, articles of value or antiquities and structures and other remains or things of geological or archaeological interest discovered on the Site of the Works shall be deemed to be absolute property of the Employer and the Contractor shall take reasonable precautions to prevent his workmen or any other person from removing or damaging any such article or thing and shall, immediately upon discovery thereof and before removal, acquaint the Project Director or Project Director's representative of such discovery and carry out the Project Directors instructions for dealing with the same.

During excavation if any underground services are noticed and the same is needed to be removed/ relocated, the cost of removal/ relocation shall be determined by the Project Director and reimbursed to the Contractor after getting approval of the Client.

2.11 PATENT RIGHTS

The Contractor shall indemnify the Employer from and against all claims and proceedings for or on

account of infringement of any patent rights, design, trademark or name or other protected right in respect of any Contractor's Equipment, materials or Plant used for or in connection with or for incorporation in the Works and from and against all damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto, except where such infringement results from the compliance with the design or specification provided by the Project Director.

2.12 CONTRACTOR TO KEEP SITE CLEAR

During the performance of the Works, the Contractor shall keep the Site reasonably free from all unnecessary obstructions and shall store or dispose of any Contractor's equipment and surplus materials and clear away and remove from the Site any wreckage, rubbish or temporary Works no longer required.

2.13 CLEARANCE OF SITE ON COMPLETION

Before the issue of any Taking - Over Certificate, the Contractor shall clear away and remove from that part of the Site to which such Taking-Over Certificate relates all Contractor's equipment, surplus material, rubbish and temporary Works of every kind, and leave such part of the Site and Works clean and in a workman like condition to the satisfaction of the Owner/ Project Director, provided that the Contractor shall be entitled to retain on Site, until the end of the Defects Liability Period, such materials, Contractor's Equipment, and temporary Works as are required by him for the purpose of fulfilling his obligations during the Defects Liability Period

2.14 LABOUR

The Contractor shall make his own arrangements for the engagement of all labor, local or other.

The Contractor shall, if required by the Project Director, deliver to the Project Director's representative, or at his office, a return in detail in such for mandate such intervals as the Project Director may prescribe showing the supervisory staff and the number of the several classes of labour from time to time employed by the Contractor on the Site and such information respecting constructional Plant as the Project Director's Representative may require.

The Contractor shall file all labour returns in detail to the respective authorities / statutory bodies as prescribed under law applicable at the work Site and inform the Employer/ Project Director with copies of such returns directly filed.

The Contractor shall abide by the local laws and regulations governing labour applicable from time to time. During continuance of the Contract, the Contractor shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and by-laws of State or Central Government or local authority, and any other labour law (including rules), regulations, by-laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given hereafter. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of the contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications in the amendments/ by-laws/ acts/ rules/ regulations/ including amendments, if any, on the part of the Contractor, the Project Director/ Employer shall have the right to deduct any amount due to the Contractor. The Employer/ Project Director shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered/likely to be suffered by the Employer.

The employees of the Contractor and the Sub - Contractors (if any) in no case shall be treated as the Employees of the owner/ Employer at any point of time.

Salient features of some of the major labour laws applicable to establishments engaged in building and other construction Works are as given below: The bidder/contractor will be required to comply with these laws as for their work force /establishments. For these acts, as mentioned below, agency will also act as employer, wherever applicable, in accordance to these laws/acts.

a) Workmen Compensation Act,1923

The Act provides for compensation in case of injury by accident arising out of and during the course of employment.

b) Payment of Gratuity Act,1972

Gratuity is payable to the employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years' service or more or on death at the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.

c) Employees P. F. and Miscellaneous Provision Act, 1952

The benefits payable under the Act are:

- i) Pension or family pension on retirement or death as the case maybe.
- ii) Deposit linked insurance on the death in harness of the worker.
- iii) Payment of P. F. accumulation on retirement /death etc.

d) Maternity Benefit Act,1951

The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.

e) Contract Labour (Regulation & Abolition) Act,1970

The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided by the Principal Employer by Law. The Principal Employer is required to take certificate of registration and the Contractor is required to take a license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if the employer employs 20 or more contract labour.

f) Minimum Wages Act,1948

The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provision of the Act if the employment is a scheduled employment. Construction of Buildings, Roads and Runways are scheduled employments.

g) Payment of Wages Act,1936

It lays down as to by what date the wages are to be paid, when it will be paid, and what deductions can be made from the wages of the workers.

h) Equal Remuneration Act,1979

The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.

i) Payment of Bonus Act,1965

The Act is applicable to all establishments employing 20 or more workmen.

j) Industrial Disputes Act, 1947

The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lockout becomes illegal and what are the requirements for laying off or retrenching the Employees or closing down the establishment.

k) Industrial Employment (Standing Orders) Act, 1946

It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.

l) Trade Unions Act, 1926

The Act lays down the procedure for registration of trade unions of workmen and Employers. The trade unions registered under the Act have been given certain immunities from civil and criminal liabilities.

m) Child Labour (Prohibition & Regulation) Act, 1986

The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of Child Labour is prohibited in Building and Construction Industry.

n) Inter - State Migrant Workmen's (Regulation of Employment & Conditions of Service) Act, 1979

The Act is applicable to an establishment which employs or more inter - state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment in another state). The inter - state migrant workmen, in an establishment to which this act becomes applicable, are required to be provided certain facilities such as housing, medical aid, traveling expenses from home up to the establishment and back, etc.

o) The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act, 1996

All the establishments who carry on any building or other construction work and employs or more workers are covered under this Act. All such establishments are required to pay-cess at rate not exceeding 2% of the cost of construction as may be notified by the Government. The Employer of the establishment is required to provide safety measures at the building or construction work and other welfare measures, such as Canteens, First-aid facilities, Ambulance, Housing accommodation for workers etc. The employer to whom the Act applies has to obtain a registration certificate from the Registering officer appointed by the Government.

However, the Contractor shall follow various acts with latest amendments.

2.15 DETAILS TO BE CONFIDENTIAL

The Contractor shall treat the details of the Contract as private and confidential, save insofar as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the previous consent in writing of the Employer or the Project Director. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the Contract the same shall be referred to the decision of the Employer whose award shall be final.

2.16 DRAWINGS AND PHOTOGRAPHS OF THE WORKS

The Contractor shall not disclose details of Drawings furnished to him and Works on which he is

engaged without the prior approval of the Project Director in writing. No photographs of the Works or any part thereof or Plant employed thereon shall be taken or permitted by the Contractor to be taken by any of his employees without the prior approval of the Project Director in writing and no such photographs shall be published or otherwise circulated without the approval of the Project Director in writing.

2.17 WORK NOT BE SUBLET, ACTION IN CASE OF INSOLVENCY

The contract shall not be assigned or sublet without the written approval of the Engineer-in-Charge.

2.18 THE APPRENTICES ACT, 1961

The Contractor shall duly comply with the provisions of the latest Apprentices Act, the rules made there under and the orders that may be issued from time to time under the said Act and the said rules and on his failure or neglect to do so, he shall be subject to all liabilities and penalties provided by the said Act and the said rules.

2.19 INSPECTION OF OPERATIONS

The Employer/Project Director, and any person authorized by him, shall at all reasonable times have access to the Site and to all Workshops and places where materials or Plant are being manufactured, fabricated or prepared for the Works and the Contractor shall afford every facility for and every assistance in obtaining the right to such access.

2.20 SUSPENSION OF WORK

2.59.1 Suspension of Work

The Contractor shall, on the instructions of Project Director suspend the progress of the Works or any part thereof for such time and in such manner as the Project Director may consider necessary and shall, during such suspension, properly protect and secure the Works or such part thereof so far as is necessary in the opinion of the Project Director. Unless such suspension is:

- a) otherwise provided for in the Contract, or
- b) necessary by reason of some default of or breach of Contract by the Contractor for which he is responsible, or

Necessary for the proper performance of the Works or for the safety of the Works or any part thereof save to the extent that such necessity arises from any act or default by the Project Director or the Employer or from any of the risks defined in referenced clauses will apply

2.59.1 PROJECT DIRECTOR'S DETERMINATION FOLLOWING SUSPENSION

The Project Director shall, after due consultation with the owner and the Contractor, determine any extension of time to which the Contractor is entitled under the contract.

2.21 COMMENCEMENT AND DELAYS

2.21.1 Commencement of Works

The Contractor shall commence the Works within the period specified in the tender after the receipt by him of an order in writing to this effect from the Project Director and shall

proceed with the Works with due expedition and without delay except as may be expressly sanctioned or ordered by the Project Director or be wholly beyond the Contractor's control.

2.21.2 Possession of Site

The Contractor shall take possession of the site from TCIL/ Client and keep it free from all encroachments till completion and handing over of the works to Client.

2.21.3 Time for Completion

The whole of the Works and, if applicable, any Section required to be completed within a particular time as stated in the Bid, shall be completed within the time stated for completion of the whole of the Works or the Section, calculated from the Commencement Date, or such extended time as may be allowed.

2.22 EXTENSION OF TIME FOR COMPLETION

The bidder shall immediately submit the detailed work program for all construction activities including cash flow, equipment requirements and labour schedule for the project within 7 days after the acceptance of work order

The time allowed for execution of the Works as specified in the Schedule 'I' or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the work shall commence from such time period as mentioned in schedule 'I' or from the date of handing over of the site, notified by the Engineer-in-Charge, whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, the performance guarantee shall be forfeited by the Engineer in Charge and shall be absolutely at the disposal of the Government without prejudice to any other right or remedy available in law.

As soon as possible but within 7 (seven) working days of award of work and in consideration of

- (a) Schedule of handing over of site as specified in the Schedule 'I'
 - (b) Schedule of issue of designs as specified in the Schedule 'I' ,
 - i. The Contractor shall submit a Time and Progress Chart for each mile stone. The Engineer-in-Charge may within 7 (seven) working days thereafter, if required modify, and communicate the program approved to the contractor failing which the program submitted by the contractor shall be deemed to be approved by the Engineer-in-Charge. The work programmed shall include all details of balance drawings and decisions required to complete the contract with specific dates by which these details are required by contractor without causing any delay in execution of the work. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer- in-Charge and the Contractor within the limitations of time imposed in the Contract documents
 - ii. In case of non- submission of construction programme by the contractor, the program approved by the Engineer-in-Charge shall be deemed to be final.
 - iii. The approval by the Engineer-in-Charge of such programme shall not relieve the contractor of any of the obligations under the contract.
 - iv. The contractor shall submit the Time and Progress Chart and progress report using the
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mutually agreed software or in other format decided by Engineer-in-Charge for the work done during previous month to the Engineer-in-charge on or before 5th day of each month failing which a recovery as per Schedule F to be decided by the NIT approving authority shall be made on per week or part basis in case of delay in submission of the monthly progress report.

- v. If the work(s) be delayed by:-
- a. force majeure, or
 - b. abnormally bad weather, or
 - c. serious loss or damage by fire, or
 - d. civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
 - e. delay on the part of other contractors or tradesmen engaged by Engineer in- Charge in executing work not forming part of the Contract, or
 - f. any other cause like above which, in the reasoned opinion of the Engineer-in- Charge is beyond the Contractor's control.

then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.

The contractor shall have no claim of damages for extension of time granted or rescheduling of milestone/s for events listed in Annexure (A) below

In case the work is hindered by the Department or for any reason / event, for which the Department is responsible, the authority as indicated in Schedule 'I' shall, if justified, give a fair and reasonable extension of time and reschedule the mile stones for completion of work Such extension of time or rescheduling of milestone/s shall be without prejudice to any other right or remedy of the parties in contract or in law; provided further that for concurrent delays under this sub clause and sub clause 2.22 to the extent the delay is covered under sub clause 2.22 the contractor shall be entitled to only extension of time and no damages.

Request for rescheduling of Mile stones or extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay on the prescribed forms i.e. Form of application by the contractor for seeking rescheduling of milestones or Form of application by the contractor for seeking extension of time respectively to the authority as indicated in Schedule 'I'. The Contractor shall indicate in such a request the period by which rescheduling of milestone/s or extension of time is desired. With every request for rescheduling of milestones, or if at any time the actual progress of work falls behind the approved programmed by more than 10% of the stipulated period of completion of contract, the contractor shall produce a revised programmed which shall include all details of pending drawings and decisions required to complete the contract and also the target dates by which these details should be available without causing any delay in execution of the work. A recovery as specified in Schedule 'I' shall be made on per day basis in case of delay in submission of the revised program.

In any such case the authority as indicated in Schedule 'I' may give a fair and reasonable extension of time for completion of work or reschedule the mile stones. Engineer -in-Charge shall finalize/ reschedule a particular mile stone before taking an action against subsequent mile stone. Such extension or rescheduling of the milestones shall be

communicated to the Contractor by the authority as indicated in Schedule 'I' in writing, within 21 days of the date of receipt of such request from the Contractor in prescribed form. In event of non-application by the contractor for extension of time E-in-C after affording opportunity to the contractor, may give, supported with a program, a fair and reasonable extension within a reasonable period of occurrence of the event.

In case the work is delayed by any reasons, in the opinion of the Engineer-in-Charge, by the contractor for reasons beyond the events mentioned in clause 2.22 or other relevant clauses and beyond the justified extended date; without prejudice to right to take action under Clause 2.22, the Engineer-in-Charge may grant extension of time required for completion of work without rescheduling of milestones. The contractor shall be liable for levy of compensation for delay for such extension of time

For any delay attributable to Contractor for which even EOT is sanctioned by the Client / TCIL, all expenses of TCIL shall be recovered from the contractor including salary, TA DA, Office expenses etc. Of all related staffs.

Annexure A

MILE STONES: -

S. No.	Activity/ Milestone	Time
1	Excavation, foundation works and RCC Frame/Building upto Plinth level	Within 6 months from the date of commencement of work
2	Construction of RCC frame/building from groundfloor to stair roof, overhead tank etc.	
	a) up to 50%	Within 10 months from the date of commencement of work
	b) up to 100%	Within 15 months from the date of commencement of work
3	Execution of finishing Items such as brick work, plaster work (inside and outside) including internal water supply lines, flooring (including internal sewer lines), doors and windows, painting, staircase, hand railing, sanitary fixtures etc.	Within 18 months from the date of commencement of work
4	Providing all External Services such as Construction of School buildings, Boys & Girls Hostels, Warden Residences, Kitchen & Dining, including internal water supply, sanitary installation, drainage and providing electrical installations, street lighting & fire extinguishers, footpaths, kerbs and road protection, land protection with retaining walls, compound wall etc. as per the relevant architectural, structural and other details as	Within 22 months from the date of commencement of work

	outlined in bidding document.	
5	Testing and Commissioning of all internal and external services complete in all respects and handing over the project to the Owner	Within 24 months from the date of commencement of work

2.23 COMPENSATION FOR DELAY:

If the contractor fails to maintain the required progress in terms of clause 3.14 or to complete the work and clear the site on or before the contract or justified extended date of completion as per clause 3.14(excluding any extension under Clause 3.14.5) as well as any extension granted under clauses... (deviation) and 15, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as compensation the amount calculated at the rates stipulated below as the authority specified in schedule I may decide on the amount of accepted Tendered Value of the work for every completed day/ month (as determined) that the progress remains below that specified in Clause 3.9(Termination of work) or that the work remains incomplete

Compensation for delay of work

(i) With maximum rate @ 1% (one percent) maximum per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor.

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10 % of the accepted Tendered Value of work. In case no compensation has been decided by the authority in Schedule 'I' during the progress of work, this shall be no waiver of right to levy compensation by the said authority if the work remains incomplete on final justified extended date of completion. If the Engineer in Charge decides to give further extension of time allowing performance of work beyond the justified extended date, the contractor shall be liable to pay compensation for such extended period.

If any variation in amount of contract takes place during such extended period beyond justified extended date and the contractor becomes entitled to additional time under clause 2.25 the net period for such variation shall be accounted for while deciding the period for levy of compensation. However, during such further extended period beyond the justified extended period, if any delay occurs by events under sub clause 3.14.2, the contractor shall be liable to pay compensation for such delay.

This is without prejudice to right of action by the Engineer in Charge under clause 3.9 for delay in performance and claim of compensation under that clause. In case action under clause 3.13 has not been finalized and the work has been determined under clause 3.9, the right of action under this clause shall remain post determination of contract but levy of compensation shall be for days the progress is behind the schedule on date of determination, as assessed by the authority in Schedule I, after due consideration of justified extension. The compensation for delay, if not decided before the determination of contract, shall be decided after of determination of contract.

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Government. In case, the contractor does not achieve a particular milestone mentioned in schedule I, or the re-scheduled milestone(s) in terms of Clause 3.14.4, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied as above. With-holding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount

2.24 CONTRACTOR TO SEARCH

If any defects, shrinkage or other fault in the Works appears at any time prior to the end of the Defects Liability Period, the Project Director may instruct the Contractor, to search under the directions of the Project Director for the cause thereof. If such defect, shrinkage or other fault is one for which the Contractor is liable, the cost of the work carried out in searching as aforesaid shall be borne by the Contractor and he shall in such case remedy such defect, shrinkage or other fault at his own cost in accordance with the provisions of referenced clause.

2.25 ALTERATIONS, ADDITIONS AND OMISSIONS

2.25.1 Variations: -

The work shall be completed within the amount of Administrative Approval & Expenditure Sanction (A/A & E/S). Any expenditure beyond this ceiling cost is not likely to be reimbursed by the owner unless the Contractor submits a revised estimate to TCIL & NESTS/EMRS along with proper reasons/justifications for the excess expenditure. The owner, if satisfied with reasons/justifications submitted by the contractor, Construction Agency, will issue revised A/A & E/S and expenditure will be reimbursed on the basis of revised A/A & E/S subject to approval of EMRS/NESTS to the contractor. However, any likely expenditure beyond the sanctioned cost shall require the prior approval of NESTS. The decision of the Owner/TCIL in this regard shall be final & binding on Contractor. If at the time of finalization, it is noted that for some reasons payment has been released to the Contractor in excess of the actual expenditure incurred, the same shall be refunded to the TCIL/NESTS by the Contractor within 30 days of excess coming to notice. NESTS/TCIL shall have all right to adjust such excess from any sum due in this work or any other work or head. The decision of the Owner in this regard shall be final & binding on Contractor

(a) For variation up to 10% excess over original A/A & E/S, proper justification of excess variation shall be submitted by the Contractor and the funds in respect of excess expenditure will be released only if the justification given by Contractor is found to be in order by the NESTS/TCIL.

(b) For variation beyond 10% excess over original A/A & E/S, is foreseen, the Contractor shall immediately submit a Revised Estimate with proper justification and the funds in respect of excess expenditure will be released only if the justification given by Contractor is found to be in order and the revised estimates are approved by the NESTS

The Contractor shall not make any variation on its own from the approved LOP (Layout plan), Drawings and scope of work as approved in A/A & E/S without the approval of TCIL/NESTS Headquarter. For any variation necessitated due to site conditions or any other reasons thereof, approval of TCIL & NESTS Headquarter shall be obtained.

Note:

1. No claim will be admissible without approval from client/NESTS.
2. As per NESTS agreement clause 2.4, The Contractor and Construction Agency shall not make any variation on its own from the approved LOP (Layout plan), Drawings and scope of work as approved in

A/A & E/S without the approval of NESTS Headquarter. For any variation necessitated due to site conditions or any other reasons thereof, approval of NESTS Headquarter shall be obtained.

3. If at the time of finalization, it is noted that for some reasons payment has been released to the Contractor in excess of the actual expenditure incurred, the same shall be refunded to the NESTS by the Contractor within 30 days of excess coming to notice. TCIL/NESTS shall have all right to adjust such excess from any sum due in this work or any other work or head. The decision of the Owner in this regard shall be final & binding on Construction Agency.

4. No deviation shall be allowed in respect of specifications, quantities, expenditure, etc. without prior approval of TCIL/ NESTS.

5. If any deviation is required for proper execution of the project, a proposal is required to be submitted by the contractor as per below mentioned clause to TCIL for review and further approval from NESTS:

2.25.2 Valuation of Variations

In the case of extra item(s) (items which are not available in the contract), the contractor may within fifteen days of receipt of order or occurrence of the item(s) submit claim for market rates supported with proper analysis of rate and Manufacturer's specification for the work, invoices, vouchers, etc.(as applicable) failing which the rate(s) approved later by the Engineer- in- charge shall be final and binding. Where the contractor submits claim for market rates in the manner prescribed above, the Engineer-in-Charge shall within 45 days of the receipt the of claims, after giving consideration to the analysis of the rates and other documents submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined. The rates of extra items so determined by the Engineer in charge shall be final and binding on the contractor, and shall not be arbitrable.

2.25.3 Deviation, Extra Items and Pricing

- (i) In the case of extra item(s) (items which are not available in the contract), the contractor may within fifteen days of the receipt of order or occurrence of the item(s), submit claim for market rate(s), supported with proper analysis of rate and manufacturer's specification for the work, invoices, vouchers, etc. (as applicable), failing which the rate(s) approved later by the Engineer-in-Charge shall be final and binding. Where the contractor submits claim for market rate(s) in the manner prescribed above, the Engineer-in-Charge shall, within 45 days of the receipt of the claims, after giving consideration to the analysis of rates and other documents submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined. The rate(s) of extra items so determined by the Engineer-in-Charge shall be final and binding on the contractor, and shall not be arbitrable.
 - (ii) In the case of contract items which exceed the limit laid down in Schedule I, the contractor may within fifteen days of the receipt of order or occurrence of the excess, claim revision of the rates, supported with proper analysis of rate and invoices, vouchers, etc. (as applicable), for the quantity in excess of the above-mentioned limit. The Engineer-in-Charge shall within 45 days of receipt of the claims, after giving consideration to the analysis of rates and other documents submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.
The rate(s) so determined by the Engineer-in-Charge shall be final and binding on the contractor, and shall not be arbitrable.
 - (iii) In the case of contract items which exceed the limit laid down in Schedule I, the Engineer-in-Charge shall after giving notice to the contractor within 30 days of submission of that bill by the contractor which contains such item(s), and after taking into consideration any reply received from the contractor within 15 days of the issue of such notice, reduce the rate for quantity in excess of the above-mentioned limit on the basis of market rates, within 30 days of the expiry of the said period of 15 days, and the contractor shall be paid in accordance with the rates so
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- determined. The rate(s) so determined by the Engineer-in-Charge shall be final and binding on the contractor, and shall not be arbitrable
- (iv) The cost of any operation necessarily in contemplation of tenderer while quoting tender or necessary or incidental to proper execution of an item of work included in the Schedule of Quantities or in the Schedule of Rates mentioned in Schedule I, whether or not specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said Schedule
- (v) The cost of any operation necessarily in contemplation of tenderer while quoting tender or necessary or incidental to proper execution of an item of work included in the Schedule of quantities or in the schedule of rates mentioned in Schedule-I, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.

The limits for variation as mentioned in Schedule-I are as under: -

A. Deviation limit within final estimate for all works except foundation: -

BUILDING WORK
50%

Note: - The Deviation Limit of Building Work shall also apply for combined works (Building and Road) within final estimate.

B. Deviation limit within final estimate for foundation work: -

BUILDING WORK
100%

Note: - The Deviation Limit of Building Work shall also apply for combined works (Building and Road) within final estimate

2.26 Cost Escalation:

NO claim on account of any escalation on whatsoever ground shall be entertained at any stage of works. All rates as per Bill of Quantities (BOQ) quoted by contractor shall be firm and fixed for entire contract period as well as extended period for completion of the works. No escalation shall be applicable on this contract.

2.27 MEASUREMENT:

2.27.1 Measurements of Work Done

TCIL/Client reserves the right to get the work including measurement etc. checked with reference to the bills and accounts of Contractor audited by its own officers or any other agency appointed by them for this purpose. Results/ findings of TCIL/Client on such checking shall be final and binding upon the Contractor.

The Project Director shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the Contract.

The measurement of all items having financial value shall be entered in Measurement Books and/or Level Field book so that a complete record is obtained of all Works performed under the Contract.

All measurements and levels shall be taken by the Project Director or his authorized representative along with Contractor from time to time during the progress of the work and such measurements shall be signed and dated by the Project Director and countersigned by the Contractor or their representatives in

token of their acceptance. If the Contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties.

If for any reason, the Contractor or his representative is not available and the work of recording measurements is suspended by the Project Director or his representative, the Project Director shall not entertain any claim from the Contractor for any loss or damages on this account. If the Contractor or his authorized representative does not remain present at the time of such measurements after the Contractor or his authorized representative has been given notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Project Director or his representative shall be deemed to be accepted by the Contractor.

The Contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements and recording levels. Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provisions in the relevant Indian Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurement shall be taken in accordance with relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.

The Contractor shall give not less than seven days notice to the Project Director or his authorized representative in charge of the work 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 covered up or placed beyond the reach of measurement and shall not cover up and place beyond the reach of measurement any work without consent in writing of the Project Director or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of measurements without such notice having been given or the Project Director's consent being obtained in writing the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was performed.

Project Director or his authorized representative may cause either themselves or through another officer of the TCIL to check the measurements recorded jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to such checking of measurements or levels. In case of any dispute, decision of Engineer-in charge shall be final.

It is also a term of this Contract that recording of measurements of any items of work in the Measurement Book and / or its payment in the interim, on account or final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the Contractor from liabilities from any over measurement or defects noticed till completion of the Defects Liability Period.

2.27.2 Action in case Work not done as per Specifications:

If it shall appear to the Engineer-in-charge or his authorized subordinates in charge of the work or to the Chief Engineer in charge of Quality Assurance or his subordinate officers or the officers of the organization engaged by the Department for Quality Assurance or to the Chief Technical Examiner or his subordinate officers, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the

contractor shall, on demand in writing rectify or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Engineer-in- Charge in his demand aforesaid, then the contractor shall be liable to pay compensation

The design, methodology and quality of rectification of defects carried out by the contractor shall be as per sound engineering practice

2.27.3 Computerized Measurement Book

(i) Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract.

(ii) All measurements of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size as per the format of the department so that a complete record is obtained of all the items of works performed under the contract. All such measurements and levels recorded by the contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the contractor from the Engineer-in-Charge or his authorized representative as per interval or program fixed in consultation with Engineer-in-Charge or his authorized representative. After the necessary corrections made by the Engineer-in-Charge, the measurement sheets shall be returned to the contractor for incorporating the corrections and for resubmission to the Engineer-in-Charge for the dated signatures by the Engineer-in- Charge and the contractor or their representatives in token of their acceptance.

(iii) Whenever bill is due for payment, the contractor would initially submit draft computerized measurement sheets and these measurements would be got checked/test checked from the Engineer-in-Charge and/or his authorized representative. The contractor will, thereafter, incorporate such changes as may be done during these checks/test checks in his draft computerized measurements, and submit to the department a computerized measurement book, duly bound, and with its pages machine numbered. The Engineer-in- Charge and/or his authorized representative would thereafter check this MB, and record the necessary certificates for their checks/test checks.

(iv) The final, fair, computerized measurement book given by the contractor, duly bound, with its pages machine numbered, should be 100% correct, and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by the department. Thereafter, the MB shall be taken in the Project Director's Office records, and allotted a number as per the Register of Computerized MBs. This should be done before the corresponding bill is submitted to the Project Director's Office for payment. The contractor shall submit two spare copies of such computerized MB's for the purpose of reference and record by the various officers of the department.

(v) The contractor shall also submit to TCIL separately his computerized Abstract of Cost and the bill based on these measurements, duly bound, and its pages machine numbered along with two spare copies of the "bill. Thereafter, this bill will be processed by the Project Director office and allotted a number as per the computerized record in the same way as done for the measurement book meant for measurements.

(vi) The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for checking of measurements/levels by the Engineer-in- Charge or his representative.

(vii) Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.

(viii) The contractor shall give not less than seven days' notice to the Engineer-in-Charge or his authorized representative in charge of the work before covering up or otherwise placing beyond the reach of checking and/or test checking the measurement of any work in order that the same may be checked and/or test checked and correct dimensions thereof betaken before the same is covered up or placed beyond the reach of checking and/or test checking measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of checking and/or test checking measurements without such notice having been given or the Engineer-in- Charge's consent being obtained in writing the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

(ix) Engineer-in-Charge or his authorized representative may cause either themselves or through another officer of the department to check the measurements recorded by contractor and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

(x) It is also a term of this contract that checking and/or test checking the measurements of any item of work in the measurement book and/or its payment in the interim, on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defect's liability period

2.28 FAILURE TO COMPLY WITH PROJECT DIRECTOR'S DECISION

Where neither the Employer nor the Contractor has given notice of intention to commence arbitration of a dispute within the period stated in relevant clause and the related decision has become final and binding, either party may, if the other party fails to comply with such decision, and without prejudice to any other rights it may have, refer the failure to arbitration in accordance with the referenced clause.

2.29 NOTICES

2.29.1 Notice to Contractor

All the certificates, notices or instructions to be given to the Contractor by the Project Director under the terms of the Contract shall be sent by post or E-mail to or left at the Contractor's principal place of business or such other address as the Contractor shall nominate for that purpose.

2.29.2 Notice to Project Director

Any notice to be given to the Employer or to the Project Director under the terms of the Contract shall be sent by post or facsimile transmission to or left at the respective address nominated for that.

2.29.3 Change of Address

Both parties may change a nominated address to another address in the country where the Works are being performed by prior notice to the other party, with a copy to the Project Director, and the Project

Director may do so by prior notice to both parties.

2.30 CHANGES IN COST AND LEGISLATION

2.30.1 Subsequent Legislation

If during the concurrency of the contract there occur changes to any National or State Statute, Ordinance, Decree or other Law or any regulation or bye-law of any local or other duly constituted authority, or the introduction of any such State Statute, Ordinance, Decree, Law, regulation or bye-law which causes reduced cost to the Contractor, in the performance of the Contract, such reduction in cost shall, be determined by the Project Director and shall be deducted from the Contract Price and the Project Director shall notify the Contractor accordingly, with a copy to the Employer.

2.30.2 Other Changes in Cost

To the extent that full compensation for any rise or fall in costs to the Contractor is not covered by the provisions of this or other 'Clauses in the Contract, the unit rates and prices included in the Contract shall be deemed to include amounts to cover the contingency of such other rise or fall of costs

2.31 HEALTH AND SANITARY ARRANGEMENT FOR WORKERS

In respect of all labour directly or indirectly employed in the Works for the performance of the Contractor's part of this Agreement, the Contractor shall comply with or cause to be complied with all the rules and regulations of the local sanitary and other authorities or as framed by the Owner from time to time for the protection of health and sanitary arrangements for all workers.

The Contractor shall provide in the labour colony all amenities such as electricity, water and other sanitary and health arrangements. The Contractor shall also provide necessary surface transportation to the place of work and back to the colony for their personnel accommodated in the labour colony.

The successful bidder shall follow the health and safety management as per CPWD work manual 2022 amended dt 09.11.2022/ GCC 2020 amended dt 21.06.2023

2.32 SAFETY CODE

2.32.1 General

Contractor shall adhere to the safe construction practice and guard against hazardous and unsafe working conditions and shall comply with Employer's safety rules as set forth herein.

2.32.2 Safety Regulations

- a) In respect of all labour, directly or indirectly employed in the work for the performance of Contractor's part of this Agreement, the Contractor shall at his own expenses arrange for all the safety provisions as per safety codes of Indian Standards Institution, the Electricity Act and such other acts as applicable.
- b) The Contractor shall observe and abide by all fire and safety regulations.

2.32.3 First Aid

- a) Contractor shall maintain adequate First Aid facilities for its employees and labour. Suitable medical assistance should be available throughout the tendency of the Contract.
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- b) Contractor shall make outside arrangements for Ambulance service and for the treatment of injuries. Names of those providing these services shall be furnished to Employer and their telephone numbers shall be prominently posted in Contractor's field office.
- c) All critical industrial injuries shall be reported promptly to the Employer, and a copy of the Contractor's report covering each personal injury requiring the attention of a physician shall be furnished to the Employer.

2.32.4 General Safety

All necessary personal safety equipment as considered adequate by the Project Director should be kept available for the use of the persons employed on the Site and maintained in condition suitable for immediate use, and the Contractor shall take adequate steps to ensure proper use of equipment by those concerned.

2.32.5 Preservation of Peace

The Contractor shall take requisite precautions and use his best endeavors to prevent any riotous or unlawful behavior by or amongst his workmen and others employed on the Works and for the preservation of peace and protection of the inhabitants and security of property in the neighborhood of the Work. In the event of the Employer requiring the maintenance of a Special Police Force at or in the vicinity of the Site during the tenure of Works, the expenses thereof shall be borne by the Contractor and if paid by the Employer shall be recoverable from the Contractor.

2.32.6 Settlement of claims for compensation on accidents of casual and contractual workers

In case of any accident occurred during the course of construction to casual and contractual employees of contractor which leads to death, permanent disability, injury to such employees, any compensation paid to these suffered workers by TCIL shall be recovered from the contractor. The compensation shall be given in accordance to the guidelines for settlement of claims for compensation on accidents applicable to the department of Telecommunications and public sector undertakings under its administrative control. In no case, a claim for appointment of any of the dependent on the compensate grounds would be entertained by TCIL. The contractor is advised to go through the guidelines for settlement of claims for compensation on accidents applicable to the department of Telecommunications and public sector undertakings under its administrative control and a set of guidelines can also be obtained from the office of tender issuing authority of TCIL for this work.

2.33 GENERAL LIEN/ SET OFF:

(a) Whenever under this contract, any sum of money is recoverable from and payable by the supplier, the purchaser shall be entitled to recover such sum by appropriating in part or in whole the security deposit of the supplier, if a security is taken from the supplier. In the event of the security being insufficient or if no security has been taken from the supplier, the balance or the total sum recoverable, as the case may be, shall be deducted from any sum due to the supplier or which at any time thereafter may become due to the supplier under this or any other contract with the purchaser. Should this sum not be sufficient to cover the full amount recoverable, the supplier, shall pay to the purchaser on demand the remaining balance due.

(b) Any some of money (including refundable security deposit) due and payable to the supplier, under this contract or any other contract entered between the parties herein whether continuing or completed may be appropriated by TCIL and set off against any claim of TCIL of any nature whatsoever, arising under this contract or any other contract entered into between the parties, herein whether continuing or completed.

2.34 DISCIPLINE

The contractor shall carry out operations hereunder with due diligence and in a safe and workmanlike manner according to good practice. The contractor shall maintain strict discipline and good contract among its employees and its labor, and shall abide by and conform to all rules and regulations.

2.35 SAFETY AND LABOUR LAWS

The contractor shall be registered in Labour Department and other concerned department as required to carry out such works. The contractor shall comply with the provision of all laws including Labour Laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies shall be applicable in the performance of this contract and the contractor shall abide by these laws. Any failure to fulfill this requirement shall attract the penal provisions of the contract arising out of the resultant non-execution of work.

In case of accident arising out of and in the course of this contract, the Employer/ client will not be responsible for payment of any compensation or under any other law. It will be the sole responsibility of the contractor for payment towards loss or compensation whatsoever.

2.36 APPLICABLE LAWS

This contract shall be interpreted, construed and governed by the laws of the Republic of India and the parties hereby submit to the exclusive jurisdiction of the Court at Delhi and to all Courts at Delhi having jurisdiction in appeal there from. Any dispute, in relation to the contract, shall be submitted to the appropriate court of the Republic of India for determination. The parties to the contract shall continue to fulfill their respective obligations under the contract during the currency of the contract pending the final decision of the court.

2.36.1 Changes in firm's Constitution to be Intimated

Where the contractor is a partnership firm, the previous approval in writing of TCIL shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern, such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor.

2.37 TERMINATION OF CONTRACT ON THE DEATH OF CONTRACTOR

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

2.38 TERMINATION OF INSOLVENCY

TCIL may at any time terminate the contract by giving written notice to the supplier, without compensation to the supplier, if the supplier becomes bankrupt or otherwise insolvent as declared by the competent court; provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to TCIL.

2.39 TERMINATION: As per clause 3.9 of Section- 3

2.40 All Statutory Approvals to be taken from local or other authorities for execution project work by contractor: The architectural consultant only assists to contractor for approvals. [All applicable approvals and certificates require before commencement of work, during the work and after completion

of work, such as Building plans approval, Electrical connections (HT/LT), Water supply connections, Sewerage connections, Fire NOC, Completion certificate, Occupancy certificate, etc., shall be taken by contractor. The Shifting of any type of existing services/utilities (electrical (HT/LT), sewerage, water-supply, etc.) which comes under construction site or which may get affected by construction works, shall be properly done by contractor complete in all respect with satisfaction of engineer in charge.

2.41 CONDITIONS FOR REIMBURSEMENT OF LEVY/TAXES OF LEVIED AFTER RECEIPT OF TENDERS

(i) All tendered rates shall be inclusive of any tax, levy or cess applicable on last stipulated date of receipt of tender including extension if any. No adjustment i.e. increase or decrease shall be made for any variation in the rate of GST, Building and Other Construction Workers Welfare Cess or any tax, levy or cess applicable on inputs.

However, effect of variation in rates of GST or Building and Other Construction Workers Welfare Cess or imposition or repeal of any other tax, levy or cess applicable on output of the works contract shall be adjusted on either side, increase or decrease.

Provided further that for Building and Other Construction Workers Welfare Cess or any tax (other than GST), levy or cess varied or imposed after the last date of receipt of tender including extension if any, any increase shall be reimbursed to the contractor only if the contractor necessarily and properly pays such increased amount of taxes/levies/cess.

Provided further that such increase including GST shall not be made in the extended period of contract for which the contractor alone is responsible for delay as determined by TCIL for extension of time under the contract.

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

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

Appendix (B) to Vol 2
General Condition of Contract

These conditions vary and add to the Conditions of Contract set out in General and Special Conditions of contracts including appendices:

- a. The use of privately owned or privately hired machinery on contractor work can only be permitted after approval of Engineer-in – charges TCIL. Only those private machineries either owned or privately hired will be used on works which have been approved by the Engineer-in– charge. For this purpose i.e. machineries will be registered and approved for particular use by the Engineer-in – charge.
- b. Each private machinery will have an authorized log book issued by the concerned Project Director along with issue certificate of machinery by the Engineer-in –charge.
- c. The maintenance and upkeep of hire machinery and tools and plants shall be responsibility of the contractor.
- d. The Engineer-in – charge or his representative is empowered to check all privately hired/owned machinery & report direct to this office if any under specifications machinery is being used by the contractor.
- e. The contractor shall follow the contract labour (regulation) Act and rules.
 - i. The Government shall have right to cause an audit and the technical examination of the work and the final bills of the contractor including all supporting vouchers abstract etc. to made available within Three Years after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been over paid in respect of any work done by the contractor under the contractor any work claimed by him under the contractor and found not to be have executed the contractor shall be liable to refund the amount of over payment. Besides, it shall be lawful for the department to recover the sum from him in the manner prescribed legally permissible and if is found that the contractor, in respect of any work executed by him has not been paid the amount of such under payment shall be duly paid by Government to the contractor.
 - ii. Any material not confirming to the specification collected at site shall have to be removed by the contractor within a period of three days of the instructions issued by the Engineer -in-Charge in writing, failing which, such material shall be removed by the department at risk and cost of the contractor after expiry of three days period.
 - iii. The material collected at site and paid provisionally shall remain under the watch and ward of the contractor till it is consumed fully on the work.
 - iv. The contractor shall arrange his own land for the erection plants, storage and parking of Machineries stacking of material etc.
 - v. It shall be responsibility of the contractor himself to procure earth required for construction of project at his cost.
 - vi. The work should be got executed with the equipment's, as per C.P.W.D. specifications. Wherein the details of the type of equipment's are given for various specifications and or policy circulars on the subject issued from time to time.
 - vii. Guidelines prescribed by Indian Standards will applicable for Q.C. System.

- a. Action should be taken in respect of every work and every item of work inspected, wherein and observation is made.
- b. The work or the item of work which has been reported as 'Poor' should be got re-done whereas the work or item of work which has been reported as 'Average' should be rectified
- c. In case of works under progress all works should be of a quality which should be graded as 'Good' and in case of completed works all works should be of quality which should be graded as 'Very Good'
- d. As per the Revised Guidelines, The works in progress which has been graded as 'Poor' or will be re - inspected to see that the necessary rectified has been carried out. Action will be taken to black list the Contractor in respect of works found 'Poor' or 'Average' on completion. Action for making the work as 'Very Good' shall also be taken in respect of works classified only as 'Good' on completion.
- e. decision given by Engineer will be binding on contractor.
- f. The Contractor will procure cement required for the execution of work from authorized plant at his level and furnish the cement testing certificate from Government agency/Regional Laboratory/ Engineering College.
- g. Testing of cement shall be done as per norms, for which equipment shall be made available at site by contractor in a laboratory, to be established at plant site by the contractor.
- h. The contractor will establish a field testing laboratory at the site of work & will provide all the equipment to the field staff required for various quality control tests. He will also ensure that the quality control tests as conducted are conducted and entered in the register as per the norms fixed by CPWD/Quality Control Manual.

END OF VOL-2
