

GUJARAT MINERAL DEVELOPMENT CORPORATION LTD
(A Govt. of Gujarat Enterprise)

CIN :L14100GJ1963SGC001206
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TENDER NO. : 2/MNM/PUBLIC TOILET BLOCK/2019

Construction of Public Toilet Blocks
at
Mata No Madh Village
Tal : Nakhtrana
Dist: Kutchh

TECHNICAL BID-II

GUJARAT MINERAL DEVELOPMENT CORPORATION LTD
(A Govt. of Gujarat Enterprise)
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1. Definitions

1.(1) "Contract Document" shall mean and include documents enumerated in clause 2 of this tender.

1. (2)

The words mentioned at column A in the following table Are those mentioned as such in Column B of the table mentioned below and shall include their legal representatives, assigns or successors.

A	B
Employer	Gujarat Mineral Development Corporation Limited. Ahmedabad
Contractor	Successful bidder
Architect:	As may be appointed by GMDC from time to time
Consultant	As may be appointed by GMDC from time to time
Engineer	As may be appointed by GMDC from time to time
The Clerk of Work	Same as Engineer
Engineer In-charge	Engineer of GMDC
Site In-charge	Contractor's Senior Engineer

1.(3) "The Site" shall mean the site of the Contract work including any building and erections thereon and any other land allotted by the Employer for Contractor's use.

1.(4) The term "Sub-Contractor", shall mean and include those having a direct contract with the Contractor and it includes one who furnishes material worked to a special design according to the plans or specifications of this work but does not include one who merely furnishes material not so worked.

1.(5) Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an office of the company for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.

1.(6) The term "Work" shall mean and include the activities carried out by the Contractor in terms of scope of work which includes supply of labour or material or both.

1.(7) The date of virtual completion of a project or specified area of a project means the date when construction is sufficiently completed, in accordance with the Contract Documents as modified by any change or variation orders agreed to by the parties, so that GMDC can occupy the project for the use it was intended.

2. Contract Document shall mean and include following documents:

Technical Bid and annexures thereto

Price bid

Letter of Intent

Work Order

Agreement

Tender Drawings

Day work schedule

Schedule of basic price of material

After the award of the Contract the Contractor shall without charge be supplied with all such further drawings and details as may be prepared by the Engineer and the Architect, from time to time as the work proceeds as are reasonably necessary either to explain or amplify the Contract Drawings or to enable the Contractor to carry out and complete the work in accordance with these Conditions.

None of the document herein before mentioned shall be used by the Contractor for any purpose other than this Contract.

3. Type of Contract

The Contract shall be item-rate contract. The Contractor shall be paid for the actual quantity of work done, as per drawing and measured at site, at the rates finalized by GMDC.

Contractor's rates shall remain unchanged although the actual quantities may be different from those shown in the Bill of quantities. The quoted item rates shall be inclusive of all the liabilities / responsibilities relating to contract labour laws / Insurance / Provident Funds and any statutory liability etc. and no variation in prices will be effected for that purpose.

The unit rates will be valid for a period as defined in the Contract Document.

No extra claim/compensation will be entertained for idling of manpower or machinery or both.

The rates agreed in schedule of rates shall cover for all charges and expenses.

4. Schedule of Quantities - Procurement of materials based on drawings and (not Bill of Materials)

The schedule of Quantities given in the Contract Bill are provisional and are meant to indicate the intent of the work and to provide a uniform basis for tendering. GMDC reserves the right to increase or decrease any of the quantities to any extent or to totally omit any item of work and the Contractor shall not claim any extras or damages on these grounds.

Any error in description or in quantity or omission of items from the Contract Bill shall not vitiate this Contract but shall be treated as a variation.

5. Drawings

5.(1) Tender Drawings

Tender drawings describe the general nature of works. However, there may be substantial variation in these and detailed execution drawings issued to the Contractor from time to time. Such variations will not vitiate the Contract.

5.(2) Further Drawings and Instructions

The Engineer, the Architect and GMDC shall have full power and authority to supply to the Contractor from time to time, during the progress of the works, such further drawings and instructions as shall be necessary for the purpose of the proper and adequate execution and maintenance of the Works. The Contractor shall carry out and be bound by the same.

5.(3) Disruption of Progress

The Contractor shall give written notice to GMDC or the Engineer or the Architect whenever planning or progress of the Works is likely to be delayed or disrupted unless any other drawing or order, including a direction, instruction or approval, is issued by the Engineer or the Architect or GMDC within a reasonable time. The notice shall include details of the drawings or order required and of why and by when it is required and of any delay or disruption likely to be suffered if it is late.

5.(4) Contract Drawings.

5.(4)A In general, the Drawings shall indicate dimensions, position and type of construction. The Specifications shall indicate the qualities and the methods. The Bill of Quantities shall indicate the quantum and the rate for each item of work. Any work indicated on the Drawings and not mentioned in the specifications or vice versa shall be deemed as though fully set forth in both. Work not specifically detailed, called for, marked or specified shall be the same as similar parts that are detailed, marked or specified.

5.(4)B The Contractor's work shall not deviate from the Drawings and the Specifications. The Engineer or GMDC's interpretation of these documents shall be final and without appeal.

- 5.(4)C Errors or inconsistencies discovered in the Drawings and Specifications shall be promptly brought to the attention of the Architect and/or the Engineer for interpretation or correction. Local conditions which may affect the work shall likewise be brought to the Architect and/or Engineer's attention. If at any time, it is discovered that work is being done which is not in accordance with the Contract Drawings and Specifications, the Contractor shall correct the work immediately. Corrections of defective work shall not be a basis for any claim for extension of time and or money. The Contractor shall not carry on work except with the knowledge of the Clerk-of- works.
- 5.(4)D Figured dimensions on the Scale Drawings and large size details shall govern the work. Large size details shall take precedence over small scale drawings. Any work done before receipt of such details, if not in accordance with the same, shall be removed and replaced or adjusted by the Contractor, as directed without expense to GMDC. The general conditions apply with equal force to all the work including authorized extra works.
- 5.(4)E All Drawings, Bills of Quantities and Specifications and copies thereof furnished by the Engineer are his property. They shall not be used on any other work and shall be returned to the Engineer at his request on completion or termination of the Contract.

6. Contract Value

The Contract Value shall not be adjusted or altered in any way whatsoever otherwise than in accordance with the express provisions of these conditions, and subject to clause 5(4)B of these Conditions. Any error whether of Arithmetic or not in the computation of the Contract Value shall be deemed to have been accepted by the parties hereto.

7. Contract Bills

The quality and quantity of the work included in the Contract Value shall be deemed to be that which is set out in the Contract Bills. Nothing contained in the Contract Bill shall override, modify or affect in any way whatsoever the application or interpretation of that which is contained in these conditions.

8. -----

9. Engineer's Instructions

- 9.(1) The Contractor shall forthwith comply with and duly execute any works comprised in such instructions issued to him by Engineer in regard to any matter in respect of which the Engineer is expressly empowered by these Conditions to issue instructions provided always that verbal instructions, directions and explanations given to the Contractor or his work representative by the Engineer shall, if involving a variation, be confirmed in writing.

If within seven days after receipt of a written notice from the Engineer, requiring compliance with an instruction the Contractor does not comply herewith, then GMDC may employ and pay other persons to execute any work whatsoever which may be necessary to give effect to such instructions and all cost incurred with such employment shall be recoverable from the Contractor by GMDC as debt or may be deducted by him from any monies due or to become due to the Contractor under this Contract.

- 9.(2) Upon receipt of what propose to be an instruction issued to him by the Engineer, the Contractor may request the Engineer to specify in writing the provision of these conditions which empowers the issue of the said instruction. The Engineer shall forthwith comply with any such request, and if the Contractor shall thereafter comply with the said instruction, then the issue of the instruction shall be deemed for all purposes of this Contract to have been empowered by the provision of these Conditions specified by the Engineer in answer to the Contractor's request.
- 9.(3) All instructions issued by the Engineer shall be in writing. Any instruction issued orally shall be of immediate effect, but shall be confirmed in writing by the Contractor to the Engineer within seven days, and if not dissented from in writing by the Engineer to the Contractor within seven days from receipt of the Contractor's confirmation, shall take effect as from the expiration of the latter said seven days.

Provided always:

9.(3)A. That if the Engineer within seven days of giving such an oral instruction shall himself confirm the same in writing, then the Contractor shall not be obliged to confirm as aforesaid, and the said instruction shall take effect as from the date of the Engineer's confirmation and

9.(3)B. That if neither the Contractor nor the Engineer shall confirm such an oral instruction in the manner and at the time aforesaid but the Contractor shall nevertheless comply with the same, then the Engineer may confirm the same in writing at any time prior to the issue of the Final Certificate, and the said instruction shall thereupon be deemed to have taken effect on the date on which it was issued.

10. Facilities and Co-operation

In the case of works indicated on the Drawings but not included in the Contract the Contractor shall provide necessary facilities and co-operation for any Sub- contractor or supplier who may be approved by GMDC. The Contractor shall do all cutting, filling or patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by work of other Contractors shown upon or reasonably implied by the Drawings and Specifications for the completed structure, and he shall make good after them as the Engineer may direct. Any cost caused by the defective or ill-timed work shall be borne by the party responsible therefore.

The Contractor shall not endanger any work by cutting, excavating or otherwise altering the work and shall not cut or alter the work of any other Contractor save with the consent of the Engineer.

11. Setting out

The Engineer shall determine any lines levels which may be required for the execution of the work and shall furnish to the Contractor by way of accurately dimensioned drawings such information as shall enable the Contractor to set out the Work at ground level.

The Contractor shall set out and level the work and shall be responsible for the accuracy of the same. He shall provide all the instruments and attendance required by the Engineer

for checking the work. He shall entirely at his own cost amend to the satisfaction of the Engineer any error found at any stage which may arise through inaccurate setting.

12. Site

- 12.(1) Visit : Before tendering, the Contractor shall have visited and examined the site and satisfied himself as to the nature of the existing roads or other means of communication and the character of the soil and of the excavations, the correct dimensions of the work and the facilities for obtaining any special articles called for in the Contract Document and shall have obtained generally his own information on all matters affecting the continuation and progress of the works.

No extra charge made in consequence of any misunderstanding or incorrect information on any of these points, or on the grounds of insufficient description, will be allowed. Should the Contractor after visiting the site, find any discrepancies, omissions, ambiguities or conflicts in or among the Contract Document, or to be in doubt as to their meaning, he shall bring the questions to the Engineer's attention, not later than seven days before the last date for submission of the tender.

- 12.(2) Possession : The Contractor shall be allowed admittance to the site on the 'Date of Commencement' stated in the Contract Document and he shall thereupon and forthwith begin the work and shall regularly proceed with and complete the same on or before the 'Date of Completion' stated in the Contract Document subject nevertheless to the provision for extension of time hereafter contained.
- 12.(3) Treasures : Any Treasures, Coins or objects of Antiquity, which may be found at site shall be the property of GMDC and handed over to GMDC.

12.(4) Use of Site

In particular the following provisions shall be deemed to apply to the possession and use of the Site.

- 12.(4)A The lands and other places outside the Site which are the property of or under the control of GMDC shall be used strictly in accordance with the instructions of the Engineer or Clerk of Works.
- 12.(4)B The Contractor shall at any time move any vehicle, machine, vessel or any other obstruction within his control that may be required by the Clerk of Works to be moved such things or such obstructions promptly on instructions being given and at his own cost unless the Clerk of Works decides otherwise.
- 12.(4)C The Contractor shall maintain access for the inspection, operation and maintenance of any of the plant or the Works belonging to GMDC which lie within the Site or elsewhere.

- 12.(4)D The Contractor shall not use any portion of the Site for any purpose not connected with the Works unless prior written permission of the Clerk of Works shall have been obtained.

13. Samples and Shop Drawings

- 13.(1) After the award of the Contract, the Contractor shall furnish for the approval of the Engineer, with such promptness as to cause no delay in his work or in that of any other Subcontractor, samples and shop drawings required by the Engineer. Samples shall be delivered as directed by the Engineer. The shop / fabrication drawings shall be prepared by the contractor at his own cost and got approved by the Engineer.
- 13.(2) A schedule giving dates for the submission of samples shall be included in the schedule described under clause 14.
- 13.(3) The Engineer shall check and approve such samples, with reasonable promptness only for conformity with the design concept of the project and for compliance with the information in the Contract Documents. The Work shall be in accordance with the approved samples.
- 13.(4) All samples for testing of sand, aggregate, cement, reinforcing bars, concrete blocks, timber and other materials used in construction of the buildings and services shall be supplied by the Contractor at his own cost, if the material/product is to be supplied by him. If GMDC has supplied the material/product, the cost of samples shall be borne by him.
- 13.(5) The Contractor shall submit to the Engineer samples of materials/products for approval sufficiently in advance of incorporating the same in the Works.
- 13.(6) The Contractor shall inform GMDC, requirement of all materials to be supplied by GMDC one month in advance before actual use of the materials for the works and shall cooperate with GMDC for procurement of the said materials.
- 13.(7) The Contractor shall prepare test specimens for different types of plaster, painting etc. at his own cost for approval by the Engineer.
- 13.(8) The Contractor shall prepare bar-bending schedules for reinforcement at his own cost on the basis of construction drawings issued to him by the Engineer.

14. Progress Chart

- 14.(1) The Contractor shall prepare progress charts and submit the same for approval of the Engineer and for his record within twenty-one days of commencement of work. The charts shall indicate the expected date of commencement and completion of each of the items of the work and shall be in a form approved by the Engineer. The chart shall also indicate the scheduling of samples, Shop Drawings and approvals.

The Contractor shall, whenever required by the Engineer, also provide in writing for his information a general description of the arrangements and method which the Contractor proposes to adopt for execution of the Works.

- 14.(2) If at any time it should appear to the Engineer that the actual progress of the Works does not conform to the programme to which consent has been given under sub- clause 14.1, the Contractor shall produce within a week's time at the request of the Engineer, a revised programme showing the modifications to such programmes necessary to ensure completion of the Work within the Time for Completion.
- 14.(3) The Contractor shall, if required any time by the Engineer, deliver to the Engineer a report in detail, in such form and at such interval as the Engineer may prescribe showing the status of work by the Contractor at site.
- 14.(4) Records

The Contractor shall, at his own cost, keep all records concerning works and progress of construction. He shall also record daily weather condition.

15. Access for Engineer to the Works

The Engineer and his representatives shall at all reasonable times have access to the Works and to the workshops or other places of the Contractor where work is being prepared for the Contract and when work to be so prepared in workshops or other places of a Sub-Contractor (whether or not a nominated Sub-Contractor as defined in clause 26 of these conditions) the Contractor shall have a term in the Sub-Contract so as to secure a similar right of access to those workshops or places for the Engineer and his representatives and shall do all things reasonably necessary to make such right effective.

16. Engineer's Status and Decisions

- 16.(1) The Engineer shall be GMDC's representative during the currency of the Contract. The Engineer shall periodically visit the site to familiarize himself generally with the progress and the quality of the work and to determine in general if the work is proceeding in accordance with the Contract Document. He shall not be required to make exhaustive or continuous on site inspections to check the quality or quantity of the work and he shall not be responsible for the Contractor's failure to carry out the construction work in accordance with the Contract Document, and he shall condemn work which fails to conform to the Contract Document. He shall have authority to act on behalf of GMDC only to the extent expressly provided in the Contract Document. He shall have authority to stop the work whenever such stoppage may be necessary in his reasonable opinion to ensure the proper execution of the Contract.

The Engineer shall be in the first instance the interpreter of the Conditions of this Contract and the judge of its performance. He shall side neither with GMDC nor with the Contractor but shall use his powers under the Contract to enforce its faithful performance by both. In case of the termination of the appointment of the Engineer GMDC shall appoint a capable and reputable Engineer against whom the Contractor shall make no reasonable objection and whose status under the Contract shall be that of the former Engineer.

- 16.(2) Decision :

The Engineer shall within a reasonable time make decisions on all claims of GMDC or the Contractor and all other matters relating to the execution and progress of the work or the interpretation of the Contract Document.

The Engineer may in his absolute discretion and from time to time issue further Drawings, Details and/or written instructions, written directions and written explanations in regard to:

- A. Variation or modifications of the design.
- B. The quality or quantity of works or the additions or omission or substitution of any work.
- C. Any discrepancy in or divergence between the Drawings and / or specifications
- D. The removal and/or re-execution of any works executed by the Contractor.
- E. The dismissal from the works of any persons employed thereon.
- F. The opening up for inspection of any work covered up.
- G. The amending and making good of any defects under Defects Liability Period.
- H. The removal from the site of any materials brought thereon by the Contractor and the substitution of any other material therefore.
- J. Assignment and sub-letting.
- K. Delay and extension time.
- L. The postponement of any work to be executed under the provision of this Contract.

16.(3) Dismissal :

The Contractor shall on the request of the Engineer immediately dismiss from the works any person employed thereon by him who may in the opinion of the Engineer be incompetent or misconducts himself and such person shall not be again employed on the work without the permission of the Engineer.

19. Contractors Field Organization and Equipment

19.(1) Site-in-Charge:

The Contractor shall constantly keep on his work during its progress one or more qualified and competent Site-in-Charge who will be responsible for carrying out of the works to the true meaning of the Drawings. Specifications, Schedule of the Quantities, Engineer's instructions and directions to the satisfaction of the Engineer. Any directions or instructions given to him by the Engineer shall be deemed to have been issued to the Contractor. Attention is called to the importance of requesting instructions from the Engineer before undertaking any work where Engineer's directions or instructions are required. Any such work done in advance of such instructions will be liable to be removed.

The Contractor shall submit the proposed organogram of qualified engineers proposed to be deployed for work in addition to the administrative staff, two safety engineers and a safety manager. GMDC reserves the right to accept or reject the proposed personnel.

19.(2) Equipment :

The Contractor shall provide and install all necessary hoists, ladders, scaffolding, tools, tackles, plants, all transport for labour materials and plant necessary for the proper execution and completion of the work to the satisfaction of the Engineer.

19.(3) Office Accommodation :

The Contractor shall provide erect and maintain where directed, simple watertight office accommodation for the Clerk-of-Works. This accommodation shall be well lighted and ventilated and provided with windows, doors with a lock and a Telephone. The Clerk of Works office shall be a minimum of 15 sq.mt and shall have a desk, chair and drawers for keeping drawing and tack board for displaying drawings. The accommodation has to be demolished when directed.

19.(4) Watchman :

The Contractor shall make his own security arrangements to guard the Site and premises at all times, at his own expense. The security arrangements shall be adequate to maintain strict control on the movement of material and labour. The Contractor shall extend the security arrangements to guard the material stored and/or fixed on the premises by the Sub-Contractors.

19.(5) Storage of Materials :

The Contractor shall provide, erect and maintain proper sheds for the storage and protection of the materials etc. and also for the execution of Work which may be prepared on the Site.

19.(6) Sanitary Conveniences :

The Contractor shall provide and erect all necessary sanitary convenience for the Site staff and the workmen, maintain in a clean orderly condition and clean and deodorize the ground after removal.

19.(7) Telephone :

The Contractor shall provide a separate Telephone for the works and shall pay all charges in connection with the same during the execution of the Work.

19.(8) Scaffolding, Staging, Guardrails:

The Contractor shall provide scaffolding, staging, guardrails, temporary stairs which shall be required during construction. The support for the scaffolding, staging, guardrails and temporary stairs shall be strong, adequate for the particular situation. The temporary access to the various parts of the Building under construction shall be rigid and strong enough to avoid any chance of mishaps.

19.(9) The Contractor shall inform the Engineer about his management and staff structure for the project including the name of the Site-in-Charge.

22. Royalties

22. All royalties or other sums payable in respect of the supply and use in carrying out the work as desired by or referred to in the Contract Bills of any patented process or

inventions shall be deemed to have been included in the Contract Value, and the Contractor shall indemnify GMDC from and against all claims, proceedings, damages, costs and expenses which may be brought or made against GMDC or to which he may be put by reason of the Contractor infringing or being held to have infringed any patent rights in relation to any such processes and inventions.

23. Licenses and Permits for Materials under Government control

Licenses and Permits for all materials under Government control shall be obtained by the Contractor with the help of GMDC, if required. The Contractor shall include in his tender all transport charges and other expense likely to be incurred to bring the materials to the Site.

25. Sub-let

The Contractor shall not without the written consent of GMDC sub-let any portion of the work.

26. Sub-Contractor

26(1) As soon as practicable and before awarding any Sub- Contract, the Contractor shall notify the Engineer in writing the names of the Sub-Contractor including but not limited to plumbing and electrical works proposed for the contractual work as the Engineer may direct, and shall not employ any sub contractor to whom the Engineer or GMDC may have objection.

The Engineer, however, shall have power to obtain estimate and select other agencies to carry out the work as per the tender. The contractor shall ensure that the sub contractor shall abide by the provisions of this tender.

32. Claim for Extra

When any instruction or decision given at site involves an extra or whereby the Contractor may plan to claim an extra, it shall be the responsibility of the Contractor to inform the Engineer of the extra amount and get written authorisation from the Engineer before proceeding with the work involved.

Any modification carried out for expediting or simplifying work at the request of the Contractor or his representatives shall not be taken as the basis for claiming an extra. However, if such modification shall also involve an extra, the rate for such modification shall be settled in advance and written authorisation obtained by the Contractor from the Engineer before proceeding with the work involved. If no such information is given by the Contractor in writing to the Engineer such modification shall not be accepted as the basis for extra charge.

The extra items would be paid on the basis of cost of material input plus cost of direct labour used "An additional 15% will be considered towards overhead and profits, (extra items rate thus derived will be inclusive of all overheads). Cost of indirect labour mobilization, equipment and supervision etc. would be part of these overheads. The rate

analysis for such extra items need to be submitted in advance before commencing the job. The extra work shall be subject to prior approval.

Rates for any extra items not covered in the Bill of quantities shall be derived on pro-rata basis from the known rates available from the Contract. Rates for any extra items not covered in the Bill of quantities, shall be worked out on the basis of unit rates of labour and materials & contractors overhead and profit.

33. Deduction for uncorrected work

If the Engineer deems it expedient to correct damaged work or work is not done in accordance with the Contract, an proportionate deduction from the Contract value shall be made.

34. Fluctuations

The Contractor shall not claim any extra amount for fluctuation of rate, exchange rates, labour conditions, etc. and the Contract value shall not be subject to any rise or fall in rates.

35. Unfixed goods and materials

Unfixed materials and goods intended for, delivered to and placed on or adjacent to the work shall not be removed except for use upon the work unless the Engineer has consented in writing to such removal which consent shall not be unreasonably withheld. Where the value of such materials or goods, such materials and goods shall become the property of GMDCbut subject to clause 47(b) or to clause 47(c) of these conditions (if applicable) the Contractor shall remain responsible for loss or damage to the same.

36. Material and WorkmanShip Specifications

- 36.(1) All materials and Workmanship shall be as per the latest relevant Standards/ Specifications of the Indian Standards Institution, unless specifically provided in these Specifications of this Contract and/or of approved type and the Contractor shall immediately remove from the works any materials and/or Workmanship which in the opinion of the Engineer are defective or unsuitable and shall substitute proper materials and/or Workmanship at his own cost. The term approval used in connection with this contract shall mean the approval of the Engineer.
- 36.(2) The Contractor shall if required submit satisfactory evidence as to the kind and quality of material.
- 36.(3) Where special makes or brands are called for they are mentioned as a standard. Others of equal quality may be used provided approval is first obtained in writing from the Engineer. Unless substitutions are requested no deviation from the Specification will be permitted. Failure to propose the substitution of any articles within 30 days after signing of the Contract will be deemed sufficient cause for denial of the request for substitution.
- 36.(4) The Contractor shall indicate and submit evidence in writing of those materials or articles called for in the Specifications that are not obtainable for installation in the work within the Time Limits of the Contract. Failure to indicate the above, within 30 days after the signing

of the Contract, will be deemed sufficient cause for the denial of request for the extension of the Contract time.

- 36.(5) All material shall be delivered so as to insure a speedy and uninterrupted progress of the work. Such material shall be stored so as to cause no obstruction and so as to prevent overloading of any portion of the structure, and the Contractor shall be entirely responsible for damage or loss by weather or other cause.
- 36.(6) Within 30 days after signing the Contract, the Contractor shall submit for approval of the Engineer a complete list of all material he and his Sub-Contractors propose to use in the work, of definite brand or make which differ in any respect from those specified; also the particular brand of any articles where more than one is specified as a standard. He shall also list items not specifically mentioned in the Specifications but which are reasonably inferred and necessary for the completion of the work.
- 36.(7) For such items of work which may arise and which are not covered by the Contract Documents or by relevant Indian Standard Specifications, the decision of the GMDC / Consultant regarding specification of such work shall be final and binding to the Contractor.

Inspection

- 36.(7) All materials and Workmanship shall be subject to inspection, examination and test by the Engineer at any and all times during manufacture and/or construction. The Engineer shall have right to reject defective material and Workmanship or require its correction. Rejected Workmanship shall be satisfactorily replaced with proper material without additional charge therefore and the Contractor shall promptly segregate and remove the rejected materials from the works. If the Contractor fails to proceed at once with the replacement of rejected materials and/or the corrections of defective Workmanship, the Engineer may by contract or otherwise replaced such materials and/or correct such Workmanship and charge the cost thereof to the Contractor, or may terminate the right of the Contract to proceed further with the work.

The Contractor shall furnish promptly without additional charge all reasonable facilities, labour and materials necessary for the safe and convenient inspection and test that may be required by the Engineer.

Testing

- 36.(8) The Contractor shall provide for costs of routine testing of materials.

37. Defects

- 37.(1) The Contractor shall make good at his own cost and to the satisfaction of the Engineer, all defects, shrinkages or faults, arising in the opinion of the Engineer from work or materials not being in accordance with the Drawings or Specifications or Schedule of Quantities or the Instructions of the Engineer, which may appear within "Defects Liability Period" referred to in the Appendix.

37.(2) Such defects, shrinkages, faults, shall upon directions in writing of the Engineer, and within such reasonable time as shall be specified therein be amended and made good by the Contractor, at his own cost unless the Engineer shall decide that he ought to be paid for such amending and making good and in case of default GMDC may employ and pay other Contractor to amend and make good such defects, shrinkage, settlements or other faults and all damages loss and expense consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss or expense shall be recoverable from him by GMDC or may be deducted by GMDC upon the Engineer's Certificate in writing from any amount due or may become due to the Contractor or GMDC may, in lieu of such amending and making good by the Contractor deduct from any moneys due to the Contractor a sum to be determine by the Engineer as equivalent to the cost of amending such work and in the event of the Retention Amount being insufficient recover the balance from the Contractor, together with any expenses GMDC may have incurred in connection therewith.

38. Possession, Completion and Postponement

38.(1) On the date of commencement stated in the contract document, permission to enter & work on the site shall be given to the Contractor who shall thereupon begin the works and regularly and, diligently proceed with the same and who shall complete the same on or before the date for Completion stated in the contract document subject nevertheless to the provision for extension of time contained in clause 40 of these Conditions.

38.(2) The Engineer may issue instructions in regard to the postponement of any work to be executed under the provision of this Contract.

39. Virtual Completion

If at any time or times before Virtual Completion of the Work GMDC shall take possession of any part or parts of the same for handing over to the Finishing Contractor or other agency, then notwithstanding anything expressed or implied elsewhere in this Contract.

39.(1) Such part or parts shall not be deemed to be Virtually Complete.

39.(2) Virtual Completion of such part or parts would occur on the completion of the last part of the structure under this Contract.

39.(3) The Contractor shall not claim that such part or parts are complete and request refund of payment in lieu thereof.

40. Extension

40. Upon it becoming reasonably apparent that the progress of the Works is delayed, the Contractor shall forthwith give written notice of the cause of the delay to the Engineer, and if in the opinion of the Engineer, the completion of the Works is likely to be or has been delayed beyond the date of completion stated in the Appendix to these Conditions or beyond any extended time previously fixed under this clause.

40. By Force Majeure as narrated in Technical Bid Part I.

- 40.(2) By reason of any exceptionally inclement weather requiring total stoppage in work. Or
- 40.(3) By reason of loss or damage occasioned by any one or more of the contingencies referred to in clause 47(a), (b), and (c) of these conditions. Or
- 40.(4) By reason of civil commotion, local combination of workmen strike or lockout affecting any of the trades employed upon the works or any of the trades engaged in the preparation, manufacture or transportation of any of the goods or materials required for the work. Or
- 40.(5) By reason of Engineer's instructions issued under clauses 9, 30(1) or 38 (2) of these Conditions. Or
- 40.(6) By reason of the Contractor not having received in due time necessary instructions, drawings, details or levels from the Engineer for which he specifically applied in writing on a date which having regard to the date for completion stated in the Appendix to these Conditions or to any extension of time then fixed under this clause was neither unreasonably distant from nor unreasonably close to the date on which it was necessary for him to receive the same. Or
- 40.(7) By delay on the part of nominated Sub-Contractors or Nominated Suppliers which the Contractor has taken all practicable steps to avoid or reduce. Or
- 40.(8) By delay on the part of artists, tradesmen or others engaged by GMDC in executing work not forming part of this Contract. Or
- 40.(9) By reason of the opening up for inspection of any work covered up or of the testing of any of the work, in accordance with clause 36 (7) of these conditions (including making good in consequence of such opening up or testing) unless the inspection of test showed that the work is not in accordance with this Contract. Or

Then the Engineer shall so soon as he is able to estimate the length of the delay beyond the date or time aforesaid make in writing a fair and reasonable Extension of Time for completion of the works, provided always that the Contractor shall use constantly his best endeavors to prevent delay and shall do all that may reasonably be required to the satisfaction of the Engineer to proceed with the work.

44. Payments withheld

The Engineer may withhold or on account of subsequently discovered evidence nullify the whole or a part of any certificate to such extent as may be necessary in his reasonable opinion to protect GMDC from loss on account of:

- 44.(1) Defective work not remedied.
- 44.(2) Failure of the Contractor to make payments properly to Sub-Contractor or for materials or labour.

44.(3) Damage to another Contractor or Sub-Contractor.

44.(4) Claims filed or reasonable evidence indicating probable filling of claims.

When the above grounds are removed payment shall be made for amounts withheld because of them.

45. Indemnity for Injury to Persons and Property

45.(1) Persons: The Contractor shall be liable for and shall indemnify GMDC including all of its officers, servants and agents from and against any liability, loss, claim or proceedings whatsoever arising under any statute or at common law in respect of personal injury to or the death of any person whomsoever arising out of or in the course of or caused by the carrying out of the works, unless due to any act or neglect of GMDC or of any person for whom GMDC is responsible.

45.(2) Property: Except for such loss or damages as is at the risk of GMDC under clause 47 (b) or clause 47 (c) of these Conditions (if applicable) the Contractor shall be liable for and shall indemnify GMDC against any expense, liability, loss, claim or proceedings in respect of any injury or damage whatsoever to any property real or personal in so far as such injury or damage arises out of or in the course of or by reason of the carrying out of the works, unless due to any act or neglect of GMDC or any person for whom GMDC is responsible.

48. Determination by GMDC

48.(1) Default :

If the Contractor shall make default in any one or more of the following respects, that is to say

48.(1)(A) If he without reasonable cause wholly suspends the carrying out of the works before completion thereof, or

48.(1)(B) If he fails to proceed regularly and diligently with the works, or

48.(1)(C) If he refuses or persistently neglects to comply with a written notice from the Engineer requiring him to remove defective work or improper materials or goods, or

48.(1)(D) If he fails to comply with the provision of clause 25.

Then the Engineer may give him the notice by registered post or recorded delivery specifying the default, and if the Contractor either shall continue such a default for 14 days after receipt of such a notice and shall at any time thereafter repeat such a default (whether previously repeated or not). Then GMDC without prejudice to any other rights or remedies may within 14 days after such continuance or repetition by notice by registered post or recorded delivery forthwith determine the employment of the Contractor under this Contract, provided that such notice shall not be given unreasonably or vexatiously.

48.(2) Bankruptcy of Contractor :

In the event of the Contractor becoming bankrupt or making a composition or arrangement with his creditors or being a company having a winding up order made or (except for purposes of reconstruction) a resolution for voluntary winding up passed or a receiver or manager of his business or undertaking duly appointed or possession taken by or on behalf of the holders of any debentures secured by a floating charge, of any property comprised in or subject to the floating charge, the employment of the Contractor under this Contract shall be forthwith automatically determined but the said employment may be reinstated and continued if GMDC and the Contractor, his trustee in bankruptcy, liquidator, receiver or manager as the case may be shall so agree.

48.(3) GMDC shall be entitled to determine the employment of the Contractor under this Contract. If the Contractor shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this Contract with GMDC, or for showing or forbearing to show favour or disfavour to any person in relation to this Contract or any other Contract with GMDC, or if the like acts shall have been done by any person employed by the Contractor or acting on his behalf (whether with or without the knowledge of the Contractor), or if in relation to this Contract or any other Contract with GMDC the Contractor or any person employed by him or acting on his behalf or shall have given any fee or reward the receipt of which is an offence under the laws of the land.

48.(4) In the event of the employment of the Contractor being determined as aforesaid and so long it has not been reinstated and continued, the following shall be the respective rights and duties of GMDC and Contractor.

48.(4)(A) GMDC may employ and pay other persons to carry out and complete the works and he or they may enter upon the works and use all temporary buildings, plant, machinery, appliances, goods and materials intended for, delivered to and placed on or adjacent to the works and may purchase all materials and goods necessary for the carrying out and completion of the Works.

48.(4)(B) The Contractor shall if so required by GMDC or Engineer within 14 days of the date of determination assign to GMDC without payment the benefit of any Agreement for the supply of materials or goods and/or for the execution of any Works for the purposes of this Contract but on the terms that a supplier or Sub- Contractor shall be entitled to make any reasonable objection to any further assignment thereof by GMDC. In any case GMDC may pay any supplier or Sub-Contractor for any materials or goods delivered or Works executed for the purpose of the Contract (whether before or after the date of determination), in so far as the price thereof has not already been paid by the Contractor. GMDC's rights under this paragraph are in addition to his rights to pay nominated Sub-Contractors as provided in clause 26(2) and payments made under this paragraph may be deducted from any sum due or to become due to the Contractor.

48.(4)(C) The Contractor shall as and when required in writing by the Engineer so to do (but not before) remove from the Works any temporary buildings, plant, tool, equipments, goods and materials belonging to or hired by him. If within a reasonable time after any such requirements has been made the Contractor, has not complied therewith then GMDC may (but without being responsible for any loss or damage) remove and sell any such property of the Contractor, holding the proceeds less all costs incurred to the credit of the Contractor.

48.(4)(D) The Contractor shall allow or pay to GMDC in the matter hereinafter appearing the amount of any direct loss and/or damage caused to GMDC by the determination. Until after completion of the Works under paragraph (a) of this Sub- clause GMDC shall not be bound by any provisions of this Contract to make any further payment to the Contractor, but upon such completion and verification within a reasonable time of the accounts therefore the Engineer shall certify the amount of expense properly incurred by GMDC and the amount of any direct loss and/or damage caused to GMDC by the determination and if such amount when added to the monies paid to the Contractor before the date of determination exceed a total amount which would have been payable on due completion in accordance with this Contract, the difference shall be a debt payable to GMDC by the Contractor : and if the said amounts, when added to the said monies be less than the said total amount, the difference shall be a debt payable by GMDC to the Contractor.

48.(5) Right of GMDC to terminate Contract in the event of death of Contractor, if individual.

Without prejudice to any of the rights or remedies under this contract, if the Contractor, being an individual, dies, GMDC shall have the option of terminating the Contract without incurring any liability for such termination.

50. Co-ordination of Work

50. At the commencement of work, and from time to time, the Contractor shall confer with the Sub-Contractors, persons, engaged on separate contracts in connection with the work, and with the Engineer for the purpose of the co-ordination and execution of the various phases of the work.

The Contractor shall ascertain the Sub-Contractors, persons engaged on separate Contracts in connection with the Works, the extent of all chasings, cuttings and forming of all openings, holes, grooves, etc. as may be required to accommodate the various services, the Contractor shall ascertain the routes of all services and the positions of all floor outlets, traps, etc. in connection with the installation of plant and services and arrange for the Construction of Work accordingly. The breaking and cutting of completed work must be avoided.

52. Protection of trees and shrubs

52. Trees and shrubs designated by the Engineer shall be protected from damage during the course of the work and the earth level shall not be changed within three feet of such trees. Where necessary such trees and shrubs shall be protected by means of temporary fencing.

53. Guarantee

53. All required guarantees shall be submitted to the Engineer by the Contractor at the time of signing of this Contract.

54. Antiquities

54.(1) All fossils and other objects of interest or value which may be found on the site or in excavating the same during the progress of the work shall become the property of GMDC. The Contractor shall carefully take out and preserve all such objects and shall immediately or as soon as convenient after the discovery of such articles deliver the same into the possession of the Engineer or of the Clerk-of-Works uncleaned and as excavated.

54.(2) If in the opinion of the Engineer compliance with the provisions of the preceding Sub-Clause has involved the Contractor in direct loss and/or expense for which he would not be reimbursed by a payment made under any other provision in this Contract then the Engineer shall ascertain the amount of such loss and/or expense, any amount from time to time so ascertained shall be added to the Contract Sum, and if an Interim Certificate is issued after the date of ascertainment any such amount shall be added to the amount which would otherwise be stated as due in such certificates.

56. Arbitration

Same as per clause of Technical Bid-I

57. Protection and Cleaning

57.(1) The Contractor shall protect and preserve the work from all damage or accident providing any temporary roof, window and door coverings, boxing or other construction as required by the Engineer. This protection shall be provided for all property adjacent to the site as well as on the site.

57.(2) The Contractor shall properly clean the work as it progresses and shall remove all rubbish and debris from the site from time to time as is necessary and as directed. On completion the Contractor shall ensure that the premises and/or site are cleaned, surplus materials debris, sheds etc. removed, areas under floors cleared of rubbish, gutters and drains cleared, doors and sashes eased, locks and fastenings oiled, keys clearly labeled and handed to the Clerk-of-Works so that the whole is left fit for immediate occupation or use and to the satisfaction of the Engineer.

58. Tolerance

The Contractor shall exercise every care to ensure that all structural members are sufficiently plumb and true to dimensions called for on the drawings to receive prefabricated finishing elements such as doors, windows, cabinet work, ceramic work, concrete, tiles etc. Any variation may require rectification in the structural members or may involve remaking or replacing the finishing elements, fabricated to fit into the openings or spaces, as called for on the Drawings.

In case of separate Contract, the Contractor whose work does not conform to dimensions called for, shall be liable for all the expenses which may have to be incurred for rectification or replacement as may be required by the Engineer for the proper installation of the finishing elements. The Engineer's decision in this respect shall be final and binding on the parties concerned.

59. Undue Gratification

Any commission, advantage, gift or any gratification, given, promised or offered by or on behalf of the Contractor or his agent or servant, or any other person on his or their behalf to any officer, servant, representative or agent of GMDC or of the Engineer or Engineer's Representative or to any person on their behalf or on behalf of any of them in relation to the obtaining or to the execution of this or of any other Contract with GMDC, may, in addition to any criminal liability which may be thereby incurred, subject the Contractor to the cancellation of this and all the other Contracts which he may have entered into with GMDC and also to the payment of any loss or damage resulting from such cancellation. GMDC shall be entitled upon a certificate in writing of the Engineer to deduct the amount so certified from any monies otherwise due to the Contractor under this or any other Contract or to recover the said amount as a debt due or partly the one and partly the other as GMDC shall deem advisable.

60. Declaration against Waiver

The condonation by GMDC or Engineer of any breach or breaches by the Contractor or a nominated sub- contractor of any of the stipulations and conditions contained in the Contract shall in no way prejudice or affect or be construed as a waiver of GMDC's rights, powers and remedies under the contract in respect of any breach or breaches as aforesaid.

61. Indemnity to GMDC and Engineer and Engineer's Agents.

- (1) The Contractor shall indemnify GMDC and every member, Officer, and Employee thereof and the Engineer and the Engineer's Agents and Representative and every member of his staff from any claim or demand from accident, injury, damage, loss and/or compensation of any kind whatsoever arising out of or in connection with all claims and demands which may be made against GMDC or the Engineer for or in respect of or arising out of failure by the Contractor in the performance of his obligation under any of the provisions of the Contract.
- (2) If GMDC has to pay or elects to pay any money in respect of any such claims or demands as aforesaid, the amount so paid and the cost incurred by GMDC shall be charged to and

paid by the Contractor provided always that GMDC shall, if circumstances permit, give to the Contractor reasonable opportunity of examining such claims or demands before payment.

In the event of the Contractor disputing the amount of any payment (except payments made in accordance with the legal obligations or after approval by the Contractor) then the Contractor shall have the right to dispute the matter, and refer the matter to arbitration in accordance with the provisions of the Conditions of Contract.

62. Member of GMDC's Staff, Etc. Not Liable

Neither any member of GMDC's staff, nor the Engineer, nor any of his staff, nor the Engineer's Representative shall be in any way personally liable for the acts of obligations under the Contract, or answerable for any default or omission on the part of GMDC in the observance or performance of any of the acts, matters or things which are herein contained.

63. Return of Surplus Materials

Notwithstanding anything to the contrary contained in any or all the clauses of this contract, where any material for the execution of the Contract is procured with the assistance of GMDC by purchases made under orders or permits or licenses issued by Government the Contractor shall hold the said materials economically and solely for the purpose of the Contract and not dispose of them without the prior written permission of GMDC and return it to GMDC, if required by GMDC, at the price to be determined by the Engineer having due regard to the condition of the materials, the price to be determined not to exceed the purchase price thereof inclusive of sales tax, octroi and other such levies paid by the Contractor in respect thereof. In the event of breach of the aforesaid condition, the Contractor shall, in addition to being liable to action for contravention of the terms of licenses or permit and/or criminal breach of trust, be liable to GMDC for all moneys, advantages or profits resulting or which in the usual course would have resulted to him had the breach not taken place.

64. Concurrent Delays

In the event of delay in the work of the Contractor due to causes attributable to GMDC and also due to causes attributable to the Contractor, the Contractor shall not be entitled to make any claim on that account. Further, such delay will not be a valid reason to claim extension of time limit.

65. Rate of Progress

If for any reason, which does not entitle the Contractor to an extension of time, the rate of progress of the works or any section is at any time, in the opinion of the Engineer, too slow to comply with the Time of Completion, the Engineer shall so notify the Contractor who shall thereupon take, within a week, such steps as are necessary, subject to the consent of the Engineer, to expedite progress so as to comply with the Time of Completion. The Contractor shall not be entitled to any additional payment for taking such steps.

66. Advance Payment

An advance payment of the amount stated in the Appendix (Section G) to Conditions of Contract shall following the presentation by the Contractor to GMDC of an approved Bank Guarantee for the full value of advance payment, be certified by the Engineer for payment to the Contractor.

The advance payment shall be repaid by way of reduction in Interim Certificates as stated in Appendix to Conditions (Section G). Such reduction shall be made in each Interim Certificate until the advance payment has been repaid in full. Provided that upon the issue of the Certificate of virtual completion of the whole of the works or upon termination under provisions of this Contract, the whole of the balance then outstanding shall immediately become due and payable by the Contractor to GMDC.

In case the payable amount of the payment certificate is less than the installment amount of the recovery of such advance as mentioned in Section G, the entire payable amount for that particular certificate shall be recovered and the rest of the amount shall be recovered from the subsequent payment certificate(s) (R.A. Bills).

67. Daywork

The Engineer may, if in his opinion it is necessary or desirable, issue an instruction that any varied work shall be executed on a Daywork basis, the Contractors shall then be paid for such varied work under the Terms set out in the daywork schedule included in the Contract and at the rates and prices affixed thereto by him in the Tender.

The Contractor shall furnish to the Engineer such receipts or other vouchers as may be necessary to prove the amounts paid and, before ordering materials, shall submit to the Engineer quotations for the same for his approval.

In respect of such of the works executed on a daywork basis, a Contractor shall during the continuance of such work, deliver each day to the Engineer an exact list in duplicate of the names, occupation and time of all workmen employed on such work and a statement, also in duplicate, showing the description and quantity of all materials and Contractor's Equipment used thereon or therefore other than Contractor's Equipment which is included in the percentage addition in accordance with such daywork schedule one copy of each list and statement will, if correct, or when agreed, be signed by the Engineer and returned to the Contractor.

At the time of every running bill the Contractor shall deliver to the Engineer a priced statement of the labour, materials and Contractor's Equipment, except as aforesaid, used and the Contractor shall not be entitled to any payment unless such lists and statements have been fully and punctually rendered. Provided always that if the Engineers considers that for any reason the sending of such lists or statements by the Contractor, in accordance with the foregoing provision, was impracticable he shall nevertheless be entitled to authorise payment for such work, either as day work on being satisfied as to the time employed and the labour, materials and Contractor's Equipment used on such work, or at such value therefore as shall, in his opinion be fair and reasonable.

68. Examination of Work before Covering Up.

68.(1) No work shall be covered up or put out of view without the approval of the Engineer and the Contractor shall afford full opportunity for the Engineer to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon. The Contractor shall give due notice to the Engineer whenever any such work or foundations is or are ready or about to be ready for examination and the Engineer shall, without unreasonable delay, unless he considers it unnecessary and advises the Contractor accordingly, attend for the purpose of examining and measuring such works or of examining such foundations.

68.(2) Uncovering and Making Openings

The Contractor shall uncover any part or parts of the works or make openings in or through the same as the Engineer may from time to time direct and shall reinstate and make good such part or parts to the satisfaction of the Engineer. If any such part or parts have been covered up or put out of view after compliance with the requirement of sub-clause (1) of this clause and are found to be executed in accordance with the Contract, the expenses of uncovering, making openings in or through, reinstating and making good the same shall be borne by GMDC, but in any other case all cost shall be borne by the Contractor.

70. Fire Precautions

The Contractor shall conform to the regulations of controlling authority with respect to the precautions to be taken against fire hazards.

71. HEALTH, SAFETY AND ENVIRONMENT (HSE) MANAGEMENT

The Contractor shall have a Health and Safety Management Plan, which shall be required to be adhered to during the execution of the contract. The Health and Safety Management Plan may be modified by GMDC from time to time, during the currency of the contract, as required to address the concerns of GMDC in regard to Health and Safety.

GMDC may at any time, during the currency of the contract, replace the contractor's Health and Safety Management Plan with its own Health and Safety Management Plan / Manual. In case of such replacement by GMDC, the Contractor shall adhere to GMDC's Health and Safety Management Manual, as amended from time to time.

The Contractor shall also follow the instructions of Engineer-in-charge given to ensure compliance with the Health and Safety Management Plan/Manual. In case of failure of the Contractor to adhere to the provisions of Health and Safety Management Plan/Manual or the instructions of the Engineer-in-charge given in this regard, the next payment due to him shall not be released unless and until he complies with the provisions of the Health and Safety Management Plan/Manual or the instructions of the Engineer-in-charge in this regard, as the case may be, to the full satisfaction of the Engineer-in-charge.

Environment Management:

The Contractor shall have an Environment Management Plan, which shall be required to be adhered to during the remaining execution of the contract. The Environment Management Plan may be modified by GMDC from time to time, during currency of the contract, as required to address the concerns of GMDC in regard to Environment.

GMDC may at any time, during the currency of the contract, replace the Contractor's Environment Management Plan with its own Environment Management Manual. In case of such replacement by GMDC, the Contractor shall adhere to GMDCs Environment Management Manual, as amended from time to time.

The Contractor shall also follow the instructions of Engineer-in-charge given to ensure compliance with the Environment Management Plan/Manual. In case of failure of the Contractor to adhere to the provisions of Environment Management Plan/Manual or the instructions of the Engineer-in-charge given in this regard, the next payment due to him shall not be released unless and until he complies with the provisions of the Environment Management Plan/Manual or the instructions of the Engineer-in-charge in this regard, as the case may be, to the full satisfaction of the Engineer-in-charge.

All soil brought from outside shall be free of any contamination which is likely to pollute the subsoil and subsoil water. GMDC/Consultant reserves the right to test samples at random to ensure compliance. All soil found contaminated is liable to be rejected.