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AGREEMENT

Today on this date 15th June 2018, this agreement is executed between

Part 1: Chief Executive Officer, Agra Smart City Ltd. (ASCL) And

Part 2: M/s M.G. Construction (Contractor), 306, Kailash Tower, Sanjay Place, Agra (UP) - 282002

It is evident that the minimum quoted bid for the project, "Junction Improvement Phase I (Civil Work) in ABD area inclusive of Operation and Maintenance for 5 years" have been received from M/s M.G. Construction, which is 10.00% below from estimated cost, amounting to Rs. 5,51,87,999.33 (excluding GST) and that this has been approved by the Chairman, ASCL and intimated the contractor vide letter no. 148/ASCL/2018-19, dated 5/6/18.

1. That the contractor, along with his representatives and successors have themselves bound through this agreement wherein, he has agreed and signed all the terms and conditions of Agra Smart City Ltd. , Engineering Department and that both parties have signed, is related to it and shall be treated a part of it.
2. All work shall be measured net by standard measure and according to the rules and customs of the Public Works Department and without reference to any local custom. Under no circumstances shall the contractor be entitled to claim enhanced rates for items in this contract.

For M.G. CONSTRUCTION

Mamraj
Proprietor

V.K. GARG
V.K. GARG
TL. PMC

[Signature]
Chief Executive Officer
Agra Smart City Limited

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S. R. No. & Date

67/10/12

Purpose

Name

M. E. Construction

Address

[Redacted]

[Signature]

Rajesh Goyal
Sole Proprietor, L.No. 50
Civil Court, AGRA
District 20/11/12

AGREEMENT

[Faint, mostly illegible text of the agreement document]

M. E. CONSTRUCTION

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3. That the contractor has submitted FDR No.: 0986633 amounting to Rs. 12,27,000 dated 21/5/18 and BG No. 08420003818 amounting to Rs.15,33,000.00 dated 14/06/2018 as security deposit to Agra Smart City Ltd. in order to regularize the work under this contract. The responsibility of validity of the same shall be that of the contractor.
4. That the detailed conditions of GCC (General Conditions of Contract) and AGCS (Additional General Conditions and Specifications), as per annexure I, II, III on which both parts have signed, and is related to it; shall be a part of this agreement and any violation of any terms and conditions mentioned therein shall be treated as breach of this contract.
5. The start date of work is 21st June, 2018 and the date of completion shall be 20th June, 2019.
6. Part or complete payment will be made only on satisfactory completion of work in full / part thereof and value of work executed shall be determined based on the measurements and check measurements by the Engineer in the Measurement Book.
 - a) For every Bill, 12% GST (extra) will be paid to the contractor based on the value of the work done for Construction by the ASCL. After the payments including 12% of GST, the Contractor should pay the GST amount to Government through his GST Registration No. and produce a copy to the ASCL.
 - b) First Bill Payment:
At the time of payment for first running account bill, the contractor should produce the GST paid details on goods (Materials) to the ASCL for ITC (Input Tax Credit).
 - c) Intermediate Bill Payment (Running Account Bill):
At the time of payment of next running account bill, the contractor should produce the GST paid details of services up to previous bill payment (i.e. GST paid detail for the previous work bill) along with Input Tax Credit (ITC) availed at the time of payment of running account bill to the ASCL.
 - d) Final Bill Payment:
The contractor should produce the GST paid details for all the materials used for construction work and GST paid details of services for up to previous payment (i.e. GST paid detail for up to previous work bill) to the ASCL along with Input Tax Credit (ITC) availed at the time of payment of final bill to the ASCL.
 - e) Submission of GST paid details of Final Bill
The GST paid details for the final work bill payment of construction work has to be submitted by the contractor to ASCL within one month after getting payments.

For M.G. CONSTRUCTION

Mamish
Proprietor

[Signature]
VK. GARG
TL. PMC
AGRA SMART CITY LTD.

[Signature]
Chief Executive Officer
Agra Smart City Limited

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Undertaking

Letter of Oath / from undertaking **Mr. Manish Goyal** Resident of **306, Kailash Tower, Sanjay Place, Agra (U.P.)** age **41** I, swearer, sworn to take following undertaking:

1. That the swearer had been awarded following work from Agra Smart City Limited:

Name of work: Junction Improvement Project-Phase I (Civil Work) in ABD area including operation and maintenance period of 05 (Five) years.

2. That this agreement is being executed on Rs. 100 stamp paper in sequence of G.O. number वि०क०नि०-5-1712/ग्यारह-2006-500 (डक्यू-29)/2005, dated 2 May, 2006 and in reference to letter no. सं०-8538शा/41 स्टाम्प रजि. शुल्क/नि०से०/96-97 dated 30/11/2006 from Directorate, Local Bodies, 8th Floor, Indra Bhawan, Lucknow.
3. That till the final decision is not made in favour of State Government under the Special Leave Petition (SLP) filed by the State Government in Hon'ble Supreme Court, New Delhi in Stamp Case; above said contract is being signed on Rs. 100 stamp paper under Indian Stamp Act schedule 1(b), paragraph-57.
4. That I, swearer gives undertaking that in case the decision comes in favour of State Government under pending Special Leave Petition (SLP) in Hon'ble Supreme Court, New Delhi; then, I, Contractor / Swearer shall be liable for the payment of more than Rs. 100 stamp duty within two (02) months of the decision in above said S.L.P. in favour of Agra Smart City Limited, Agra.
5. In case, I, Contractor / Swearer, is unable to pay the due amount within the said duration; the Agra Smart City Limited shall have the right to recover the said amount from Collector, Agra in accordance with the land revenue basis and I shall have no objection in that case.

For M.G. CONSTRUCTION

Manish
Proprietor

GENERAL CONDITIONS OF CONTRACT

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1. DEFINITIONS

Unless excluded by or repugnant to the context.

- a) The expression ASCL as used in the tender papers shall mean the "Agra Smart City Ltd"
- b) The expression Corporation as used in the tender paper means ASCL
- c) The expression "Department" as used in the tender papers shall mean ASCL, Agra.
- d) The expression "plant and equipment" as used in the tender papers shall mean every machinery, centering forms necessary or considered necessary by the Chief Executive Officer, ASCL to execute, construct complete and maintain the works and used in altered, modified, substituted and additional work, ordered in the time and manner herein provided and all temporary materials and special and other articles of appliances of every sort, kind and description whatsoever intended or used therefore.
- e) "Drawing" shall be mean the drawings referred to in specifications and any modifications of such drawings approved in writing by engineers and such other drawings as may from time to time be furnished or approved in writing by the Chief Executive Officer, ASCL.
- f) "Engineer-in-charge" of the work shall mean the „Project Engineer" appointed by ASCL "Project Engineer"s representative" shall mean an assistant of the Project Engineer notified in writing to the Contractor by the Project Engineer.
- g) "PMC" shall mean the Project Management Consultant appointed by ASCL for construction supervision of project, management of project and monitoring the work. The PMC shall be Engineer whenever specified.
- h) The "Site" shall mean the lands and / or other places on under in or through which the work is to be executed under the contract including any other lands or place which may be allotted by ASCL/ Agra Municipal Corporation or used for the purpose of contract.
- i) Part(s) thereof as the case may be and shall include all extra or additional, altered or substituted works as required for performance of the contract.
- j) The "Contract" shall mean The agreement entered into between the owner and the Contractor as recorded in the contract form signed by the parties include all attachment the notice of tender, the sealed quotation and the tender documents including the tender and acceptance thereof together with the documents referred to therein, and the accepted conditions with annexure mentioned therein including any special conditions, specifications, designs, drawings, priced schedule/bill of quantities and schedule of rates. All these documents taken together shall be deemed to form one contract and shall be complementary to one another. Contract is deed of contract together with all its accompaniment and those later incorporated in it by internal consent.
- k) The "Contractor" shall mean the individual or firm or company whether incorporated or not, undertaking the work and shall include legal representative of such an individual or persons comprising such firms or company as the case may be and permitted, assigns of such individual or firm or company.

For M.G. CONSTRUCTION

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AGRA SMART CITY LTD.

Chief Executive Officer
Agra Smart City Limited

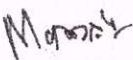
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- l) The "Contract sum"/ "Contract price" shall mean the sum for which the tender is accepted.
- m) The "Contract time" means period specified in the tender document for entire execution of contracted works from the date of notification of award including monsoon period.
- n) A "Day" shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- o) A "month" shall mean a calendar month.
- p) A "week" shall mean seven consecutive days without regard to the number of hours worked in any day in that week.
- q) "Excepted Risks" are risks due to riots (otherwise than among Contractor's employees) and civil commotion (in so far as both these are un-insurable) was (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of God, such as earthquake, lightening and un-precedent floods over which the Contractor has no control.
- r) "Temporary works" shall mean all temporary works of every kind required in or about the execution completion or maintenance of the works.
- s) "Urgent works" shall mean any measures, which in the opinion of the Engineer, become necessary during the progress of the works to obviate any risk or accident or failure or which become necessary for security of the work or the persons working, there on.
- t) Where the context so requires, word importing the singular number only also include the plural number office-versa.
- u) Wherever there is mention of "Schedule of rates" or simply DSR or Schedule Rates in this tender it will be taken to mean as "The schedule of rate of Agra Municipal Corporation, Agra.


2. PROGRAMME AND PROGRESS SCHEDULE

The Contractor shall submit his own programme with the tender, in the form of Bar Chart, indicating critical activities and PERT programme including phase wise deployment of man and machinery, power, cash flow etc. in Envelope No. I. The program may be submitted in general Bar Chart format at the tender stage. Simultaneous with the execution of the Contract Agreement, the Contractor shall submit to the Engineer-in-charge his item-wise monthly programme. The programme shall also provide the information as to required approvals to methodology, drawing, samples, materials, equipments & their time of submissions to the Corporation. The adequate commissioning & trial run period shall be incorporated in the programme/ Bar Chart.

For M.G. CONSTRUCTION


Proprietor


V.K. GARG
TL. PMC
AGRA SMART CITY LTD.


Chief Executive Officer
Agra Smart City Limited

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The progress report shall be submitted by the Contractor vis-à-vis programme every month. The project team of the Contractor shall be so motivated to know the balance work at the end of each week & the rate required in the balance period to complete the work & therefore, shall endeavor to complete the task assigned for each week timely. In case, where the updated & revised schedule is required, the same shall be submitted to the owner for approval.

The programme shall indicate and give details of physical and financial implication including men, materials and machinery requirements. In case the progress is less than the stipulated progress, Contractor shall increase the resources i.e. machinery and labour to achieve the targeted progress at no extra cost.

3. INTENT AND INTERPRETATION OF CONTRACT DOCUMENTS

The contract documents are complementary and what is called for by one is as binding as if called for by all. Any work that may be reasonably inferred from the drawings or specifications as being required to produce the intended result shall be provided by the Contractor whether or not it is specifically called for.

The Contractor shall furnish and pay for all labour, supervision, materials, equipment, transportation, construction, equipment and machinery tools, appliances, water, fuel, power, energy, light, heat, utilities, telephone, storage, protections, safety provisions, and all other facilities, services and incidentals of any nature whatsoever necessary for the satisfactory and acceptable execution, testing, initial operation (two months) and completion of the work in accordance with the contract documents, ready for use and operation by the owner. The cost of all these arrangements shall be deemed to be included in the contract offer and no separate payment shall be admissible therefore.

Interpretations

Written clarifications or interpretations necessary for the proper execution or progress of the work, in the form of drawings or otherwise, will be issued with reasonable promptness by the Engineer and in accordance with any schedule agreed upon. Such clarifications or interpretations shall be consistent with or reasonably inferable from the intent of the contract documents and shall become a part thereof. Where, there is a discrepancy between the drawings and the specifications, the Contractor shall obtain the Engineer's interpretation, which shall be binding on the Contractor.

Drawings

The contract drawings provided are for tendering purpose only. This tender document shall be used for reference and guidance only. Figured dimensions on drawings shall only be followed and detailed drawings shall govern over general drawings. The structural drawings for execution will be supplied by the Engineer-in-charge in duplicate progressively. The Contractor shall keep approved set of drawings at site of work and copies of the approved drawings shall be made available to ASCL Engineer or his representative for checking record etc.

For M.G. CONSTRUCTION

M. G. Construction
Proprietor

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Chief Executive Officer
Agra Smart City Limited

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Signed Drawings

Signed drawings alone shall not be deemed to be in order for work unless it is entered in the agreement or schedule of drawings under proper attestation of the Contractor and the Engineer or unless it has been sent to the Contractor by the Engineer with a covering letter confirming that the drawing is an authority for work in the contract.

Technical Words

Work, materials or equipment described in works, which so applied, have a well-known trade or technical meaning shall be deemed to refer to such recognized meanings.

4.3.3. Mistakes in Drawings

The Contractor shall be responsible for any discrepancies, errors or omissions in the drawings and other particulars, supplied by him, whether such drawings and particulars have been approved by the Engineer or not, provided that such discrepancies, errors or omissions be not due to inaccurate information or particulars furnished in writing to the Contractor by the Engineer.

LAND, CONDITIONS AND LAYOUT

No land is available with the ASCL to be given to Contractor for his establishment. The Contractor has to make his own arrangements. The Contractor shall obtain consent from Agra Municipal Corporation/ Property owners make all arrangement and pay all costs for the land, areas of access and right of way without any liability to the ASCL.

Sub-Surface Conditions

The Contractor shall promptly notify the owner in writing of any surface or latent physical conditions at the site differing materially from those indicated in the contract documents or of any unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in constructions of the character provided for in the contract documents. The Engineer will investigate those conditions and obtain such additional tests and surveys, as he may deem necessary. If the Engineer finds that the conditions differ significantly from those indicated in the contract documents or from those inherent in the construction, a variation order may be issued to incorporate the necessary revisions unless otherwise provided in the contract documents. Contractor shall satisfy himself about strata conditions before submission of detailed proposal and methodology of construction.

Contractor's Verification

The Contractor will establish at the work site temporary bench marks (TBM) as per requirement & as directed by Engineer-in-charge & connect it to a permanent B.M.

For M.G. CONSTRUCTION

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Proprietor

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AGRA SMART CITY LTD.

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Chief Executive Officer
Agra Smart City Limited

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available in the area with known value. The Contractor will then carry out necessary surveys & leveling, covering his work, in verification of the survey data on the working drawings furnished by the Engineer and he will be responsible for establishing the correct lines and levels and verification of the lines and level furnished on the working drawings. If any error has erupted in the work due to non-observance of this clause, the Contractor will be responsible for the error and bear the cost of corrective work.

Site Office, Laboratory & Facility to Field Staff

The Contractor shall provide a separate & independent main site office of Semi permanent type structure with attached toilet & bathroom arrangement for consultants & ASCL staff, as well as laboratory for material testing, along with furniture & electric fittings as required, during the contract duration at one of the location as directed by Engineer-in-Charge. The space for the same shall be provided by ASCL. Contractor shall maintain the structure during construction period inclusive of payment of electric & telephone (Landline) bills, security & daily upkeep of the premises. The designs and drawings shall be approved by Engineer-in-Charge/Engineer. The area should be minimum 100Sqm for site office of ASCL etc. The list of furniture & gadgets for the main site office is listed below. In addition to the above facility Contractor shall provide equipment as mentioned below for conducting routine Quality Control tests at each ongoing work site. The list of equipment at the main site laboratory is provided below. The Contractor has to provide, maintain the facilities in good condition. **The cost of providing & maintaining these facilities is incidental to work and deemed to have included in the offer given by the Contractor, failing which non-refundable penalty of Rs. 5000/- (Rupees Five Thousand only) per day will be imposed on Contractor.** After completion Contractor should demolish site office and remove furniture, fittings & etc. as per direction of engineer.

FACILITIES TO PROJECT MANAGEMENT CONSULTANTS AT SITE OFFICE

S.No.	(A) Providing & Maintaining Furnishing Items	Unit	Quantity
1	Executive Table	Nos	1
2	Ex. Chair	Nos	5
3	Table-	Nos	2
4	Ordinary chair	Nos	10
5	Steel Almirah	Nos	2
6	Ceiling fans	Nos	1
7	Crockery set for Tea	Set	1
8	Water Purifier - Aqua Guard	Unit	1

For M.G. CONSTRUCTION

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Proprietor

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V.K. GARG
TL. PMC
AGRA SMART CITY LTD.

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Chief Executive Officer
Agra Smart City Limited

E SECURITY DEPOSIT AND INDEMNITY BOND:

Security Deposit

The total Security Deposit shall be 5% (five percent) of contract sum i.e. tender amount.

- a) 2% Earnest Money Deposit will be converted to Security Deposit.
- b) 3% Security Deposit should be credited by contractor in the form of DD / FDR from Nationalized/ Scheduled Bank for ASCL registered contractors and DD/ FDR from Nationalized Bank only for non ASCL registered contractors, in the name of "Agra Smart City Ltd." after issue of letter of acceptance.

Loss or Damage Indemnity Bond

The Contractor shall be responsible during the progress as well as during maintenance period for any liability imposed by law for any damage to the work or any part thereof or to any of the materials or other things used in performing the work or for injury to any person or persons or for any property damaged in or outside the work limit. The Contractor shall indemnify and hold the owner and the Engineer harmless against any and all liability, claims, loss or injury, including costs, expenses, and attorney's fees incurred in the defense of same, arising from any allegation/ litigation, whether groundless or not, of damage or injury to any person or property resulting from the performance of the work or from any material used in the work or from any condition of the work or work site, or from any cause whatsoever during the progress, maintenance of the work & during defect liability period.

E SUPERVISION AND SUPERINTENDENCE

Contractor's Supervision

The Contractor shall supervise & direct the works efficiently & with his best skill & attention. He shall be solely responsible for means, methods, techniques, procedures & sequences of construction. The Contractor shall co-ordinate all parts of the work and shall be responsible to see that the finished work complies fully with the contract documents, & such instructions & variation orders as the Engineer may issue during the progress of the works.

Project Manager & Resident/ Site Engineer

The Contractor shall keep on the work at all times during its progress a competent Project Manager to the satisfaction of ASCL, who shall not be replaced without ten (10) days written notice to the Engineer except under extra-ordinary circumstances. The Project Manager shall be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. All communications, instructions and directions given to the agent shall be binding as if given to the Contractor by the Engineer not otherwise required to be in writing will be given or confirmed in writing upon request of the Contractor. Additionally, the Resident or Site Engineer shall be deployed fulltime for this project. The

Resident Engineer shall be experienced and shall have executed similar type of work. Resident Engineer shall be B.E. and have experience of Civil Engineering work for 10 years. The work shall not be allowed to commence without the deployment of Project Manager and the Site Resident Engineer by Contractor and approval of ASCL.

For M.G. CONSTRUCTION

M. Garg
Proprietor

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V.K. GARG
TL. PMC
AGRA SMART CITY LTD.

[Signature]
Chief Executive Officer
Agra Smart City Limited

CARE AND USE OF SITE

The Contractor shall not commence operations on land allotted for work except without prior approval of the Engineer. If these lands are not adequate the Contractor may have to make his own arrangements for additional lands required for his use.

The Contractor shall not demolish, remove or alter any of the structures, trees or other facilities on the site without prior approval of the Engineer. All the area of Contractor's operations shall be cleared before returning the same to the Engineer.

MANUFACTURER'S INSTRUCTIONS

The Contractor shall compare the requirements of the various manufacturers' instructions with requirements of the contract documents, shall promptly notify to the Engineer in writing of any difference between such requirements and shall not proceed with any of the works affected by such difference until an interpretation or clarification is issued pursuant to article. The Contractor shall bear all costs for any error in the work resulting from his failure to the various requirements and notify the owner of any such difference.

PROTECTION

The Contractor shall note that traffic will be moving on adjoining slip roads during construction and special precautions are required to be taken. The Contractor shall take all precautions and furnish and maintain protection to prevent damage, injury or loss to other persons who may be affected thereby, all the works and all materials and equipment to be incorporated therein whether in storage on or off the site, under the care, custody or control of the Contractor or any of his sub-Contractors and other improvements and property at the site or where work is to be performed including building, trees and plants, pole lines, fences, guard rails, guide posts, culvert & project markers, sign structures, conduits, pipelines & improvements within or adjacent to streets, right-of-way, or easements, except those items required to be removed by the Contractor in the contract documents. The Contractor's protection shall include all the safety precautions and other necessary forms of protection, and the notification of the owners of utilities and adjacent property.

The Contractor shall protect adjoining site against structural, decorative and other damages that could be caused by the execution of works and make good at his cost any such damages that could be caused by the execution of works and make good at his cost any such damages within reasonable time. Contractor shall take necessary insurance policy to cover the risk of accident and loss to work, or any other persons or properties and indemnify the employer.

WORKMEN

The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the works any unfit person or anyone not skilled and experienced in the assigned task. The Contractor shall in respect of labour employed by him comply with or cause to be complied with the provisions of various labour law and

FOR M/S. CONSTRUCTION

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Proprietor



V.K. GARG
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AGRA SMART CITY LTD.

Chief Executive Officer
Agra Smart City Limited

rules and regulations as applicable to them in regard to all matters provided therein and shall indemnify the owner in respect of all claims that may be made against the owner for non-compliance thereof by the Contractor. In the event of the Contractor committing default or breach of any provisions of labour laws and rules and regulations, the Contractor shall without prejudice to any other liability under the acts pay the Employee sum as decided by the Engineer-in-Charge.

Work during Night or On Sundays and Holidays

Unless otherwise provided, none of the permanent works shall be carried out during night, Sunday or authorized holidays without permission in writing. However, when work is unavoidable or necessary for the safety of life, priority of works, the Contractor shall take necessary permission immediately & advise the Engineer accordingly.

Workmanship

The quality of workmanship produced by skilled, knowledgeable and experienced workmen, machines and artisans shall be excellent. Particular attention shall be given to the strength, appearance and finish of exposed work. All concrete work shall be form finished.

11. LAWS AND REGULATIONS:

a. Governing Law

The contract documents shall be governed by the laws and by-laws of India, the State of Uttar Pradesh and the local bodies in this region.

b. Resolving the disputes:

In case of disputes, between a Contractor and the field officers, regarding this tender, decision of the Chief Executive Officer, ASCL, shall be the final and binding.

12. PERMITS, FEES, TAXES & ROYALTIES

Unless otherwise provided in the contract documents, the Contractor shall secure and pay for all permits, Government fees and licenses necessary for the execution and completion of the works. The Contractor shall pay all duties including excise duty, sales tax, works contract tax, local taxes, income tax and other taxes Govt. Royalties and any other levies required by law including all taxes. The ASCL authorities will not take any responsibility of refund of such taxes/fees and in case of disputes between taxing authority and the Contractor, the ASCL and its officers shall be indemnified by the Contractor. Any violation, in the legal provisions of taxes, duties, permits and fees, carried out by the Contractor and detected subsequently shall be the sole responsibility of the Contractor and his legal heirs.

13. INSPECTION

The Contractor shall inform the Engineer in writing when any portion of the work is ready for inspection giving him sufficient notice to enable him to inspect the same without affecting the further progress of the work. The work shall not be considered to have been completed in accordance with the terms of the contract until the Engineer-in-

For M.G. CONSTRUCTION

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AGRA SMART CITY LTD.

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Chief Executive Officer
Agra Smart City Limited

charge shall have certified in writing to that effect. No approval of materials or workmanship or approval of part of the work during the progress of execution shall bind the Engineer or in any way affect him even to reject the work which is alleged to be competed and to suspend the issue of his certificate of completion until such alternations and modifications or reconstruction have been affected at the cost of the Contractor as shall enable him to certify that the work has been completed to his satisfaction.

The Contractor shall provide at his cost necessary ladders and such arrangement as to provide necessary facilities and assistance for proper inspection of all parts of the work at his own cost.

The Contractor after completion of work shall have to clean the site of all debris and remove all unused materials other than those supplied by the Department and all plant and machinery, equipment, tools etc. belonging to him without one month from the date of completion of the work, or otherwise the same shall be removed by the Department at his cost and Contractor shall not be entitled for payment of any compensation for the same.

14. SAFETY PRECAUTIONS AND EMERGENCIES AND PROTECTION OF ENVIRONMENT

Contractor's Responsibility for Safety

The Contractor shall be solely responsible notwithstanding any stipulations by owner or Engineer for initiating, maintaining and supervising all safety precautions and programmes, in connection with the work and shall comply with all laws, ordinance, code rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damages, injury or loss during the entire contract period including non-working hours.

On the occurrence of an accident arising out of the works which result in death or which is so serious as to be likely to result in death, the Contractor shall within one hour of such accident intimate in writing to the Engineer the facts stating clearly and with sufficient details the circumstances of such accidents and subsequent action taken by him. The matter should also to be reported to the local police station immediately. All other accidents on the works involving injuries to the persons or property other than that of the Contractor shall be promptly reported to the Engineer clearly and with sufficient details the facts of such accidents and the action taken by the Contractor.

The Contractor shall submit the following within 15 days of receipt of Work Order and get approved from Engineer – in Charge. Failing to do so, a fine of Rs. 5000/- (Rupees Five Thousand) per day shall be imposed on the Contractor.

- a) Traffic Safety Plan
- b) Labour Safety Plan
- c) Pedestrian Safety Plan.

The Contractor shall, throughout the execution and completion of the works and the remedying of any defects therein:

For M.G. CONSTRUCTION

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Proprietor

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V.K. GARG
TL. PMC
AGRA SMART CITY LTD.

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Chief Executive Officer
Agra Smart City Limited

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- 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.
- b) Provide barricading for the work site as per the drawings and specifications provided in Engineer-in-charge. Provide and maintain at this own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the Engineer 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 of operation.
- d) If the contractor fails to provide adequate safety arrangement in the form of proper tin sheet barricading, traffic diversion boards, reflectors, blinkers at night etc, then he shall be imposed a fine of Rs. 500 per day increasing to Rs. 1000 per day after 1-week period until he provides adequate safety measure onsite.

Scope of Cover

The insurance shall be in the joint names of the Contractor and the Employee and shall cover;

- a) The Employer and the Contractor against all loss or damage from whatsoever cause arising, other than as provided in from the start of work at the Site until the date of issue of the relevant Taking-Over Certificate in respect of the Works or any Section or part thereof as the ease may be, and
- b) The Contractor for his liability During the Defects Liability Period for loss or damage arising from a cause occurring prior to the commencement of the Defects Liability Period, and
For loss or damage occasioned by the Contractor in the course of any operations carried out by him for the purpose of complying with his obligations under this agreement and during defect liability period.
- c) Responsibility for amount not recovered
- d) Any amounts not insured or not recovered from the insures shall be borne by the Contractor in accordance with their responsibilities.

Exclusions

There shall be no obligation for the insurance in to include loss or damage cause by (accepted risk) War, hostilities (whether was be declared or not), invasion, act of foreign enemies, Rebellion, revolution, insurrection, or military or usurped power, or civil war, Ionizing radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof, or Pressure waves cause by aircraft or other aerial devices traveling at sonic or supersonic speeds. Damage to persons and properties
The Contractor shall, indemnify the Employer against all losses and claims in respect of:

For M.G. CONSTRUCTION
Mamraj
Proprietor

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- a) Death or injury to any person, or
- b) Loss or damage any property (other than the works).

Which may arise out of or in consequence of the execution and completion of the works at the remedying of any defects therein & against shall claims, proceedings, damages, costs, charges & expenses whatsoever in respect thereof or in relation thereto, subject to the exceptions.

Third party insurance including employer's property

The Contractor shall, without limiting his or the Employer's obligations and responsibility insure, in the joint names of the Contractor and the Employer, against liabilities for death of or injury to any person (other than the works) arising out of the performance of the Contract.

Cross liability

The insurance policy shall include a cross liability clause such that the insurance shall apply to the Contractor and to the Employer & ASCL as separately insured.

Liability for death or injury to workman

The employer shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of the Contractor or any Sub-Contractor, other than death or injury resulting from any act or default of the Employer, his agents or servants. The Contractor shall indemnify and keep indemnified the Employer against all such damages and compensation, other than those for which the Employer is liable as aforesaid, and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

Insurance against accident to workman

The Contractor shall insure against such liabilities and shall continue such insurance during the whole of the time that any persons are employed by him on the works, provided that in respect of any persons employed by any Sub-Contractor, the Contractor's obligations to insure as aforesaid under this sub-clause shall be satisfied if the Sub-Contractor shall have insured against the liability in respect of such persons in such manner that the Employer & ASCL are indemnified under the policy, but the Contractor shall require such Sub-Contractor to produce to the Employer, when required, such policy of insurance and the receipt for the payment of the current premium.

Evidence and Terms of Insurance

The Contractor shall provide evidence to the Employer prior to the start of work at the Site that the insurances required under the Contract have been effected and shall, within 84 days of the Commencement Date, provide the insurance policies to the Employer; the Contractor shall notify the Engineer of so doing. Such insurance policies shall be consistent with the general terms agreed prior to the issue of the Letter of Acceptance.

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The Contractor shall effect all insurances for which he is responsible with insures and in terms approved by the Employer.

Adequacy of Insurance

The Contractor shall notify the insurers of charges in the nature, extent or programme for the execution of the works and ensure the adequacy of the insurances at all times in accordance with the terms of the Contract and shall, when required, produce to the Employer the insurance policies in force and the receipts for payment of the current premiums.

Remedy on Contractor's failure to insurance

If the Contractor fails to effect and keep in force any of the insurance required under the Contract, or fails to provide the policies to the Employer within the period required then and in any such case the Employer may effect and keep in force any such insurances and pay any premium as may be necessary for that purpose due or to become due to the Contractor, or recover the same as a debt due from the Contractor.

Compliance with policy conditions

In the event that the Contractor fails to comply with conditions imposed by the insurance policies affected pursuant to the Contract shall indemnify the employer &ASCL all losses and claims arising from such failure.

15. WARNINGS AND BARRICADES

The Contractor shall provide and maintain **G.I. sheet, barricades**, headlights and danger signals illuminated from sunset to sunrise and all other necessary appliances to protect the work, life, property, the public, excavations, equipment and materials. Barricades shall be substantial construction and shall be painted in Golden Yellow paint such as to increase their visibility at night. For any accident arising out of the neglect of above instructions, the Contractor shall be bound to bear the expenses of defense of every suit, action or other legal proceedings, at law, that may be brought by any person for injury sustained owing to neglect of the above precautions & to pay all damages and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the Contractor be paid in compromising any claim by any such person.

ENGINEER'S STATUS DURING CONSTRUCTION AND AUTHORITY OF THE ENGINEER:

The Engineer shall have the authority to enforce compliance with the contract documents. On all questions relating to quantities, the acceptability of materials, equipment, or works, the adequacy of the performance of the work and the interpretation of the drawings and specifications, the decision of the Engineer shall be final and binding and shall be precedent to any condition under the contract agreement unless otherwise provided in the contract documents. The Engineer shall have the authority to stop/suspend the work or

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any part thereof as may be necessary to ensure the proper execution of the work, disapprove or reject the works which is defective, to require the uncovering and inspection or testing of the works to require re-examination of the works, to issue interpretations and clarifications, to order changes or alterations in the works, and other authority as provided elsewhere in the contract documents.

The Engineer shall not be liable for the results of any ruling, interpretation or decision rendered, or request, demand, instruction, or order issued by him in good faith. The Contractor shall promptly comply with requests, demands, instructions and order from the Engineer. The whole of the works shall be under the directions of the Engineer, whose decision shall be final, conclusive & binding on all parties to the contract, on all questions relating to the construction & meaning of plans, working drawings, sections & specifications connected with the work. The Engineer shall have the power & authority from time to time & at all times make and issue such further instructions and directions as may appear to him necessary or proper for the guidance of the Contractor and the good and sufficient execution of the works according to the terms of specifications and the Contractor shall receive, execute, obey and be bound by the same according to the true intent and meaning thereof; fully and effectually. Engineer may order any of the works contemplated thereby to be omitted, with or without the substitution of any other works in lieu thereof, or may order any works or any portion of works executed or partially executed, to be removed, changed or altered and if needful, may order that other works shall be substituted instead thereof and the difference of expenses occasioned by any such diminution or alteration so ordered and directed shall be deducted from or added to the amount of this contract.

In case the progress of the Contractor is found to be less than the programme given by him at any point of time and if the Engineer is convinced that the balance work cannot be executed within the balance period of time by the Contractor, a notice of 30 days will be issued to improve the progress. In case there is no improvement a further notice of seven days will be given and thereafter a part or whole of the work will be withdrawn from the Contractor and will be got done at the risk and cost of the Contractor. The right of Engineer in this respect shall be unquestionable. On expiry of the seven days' notice, as above, the Contractor shall remove his materials, men, equipment's, plant and management from the site, within seven days so that the new agency can take over immediately. Failing to this, the Corporation will remove the aforesaid things at the risk and cost of the Contractor.

17. DUTIES OF ENGINEER'S REPRESENTATIVE

The duties of the representative of the Engineer are to check, inspect and supervise the work and to get testing of any materials to be used or workmanship employed in connection with the works. He shall furnish the drawings and information to the Contractor, approve the Contractor's drawings recommend and approve the certificates and taking over certificates after thorough checking and inspection and recommend extra work required and extension of time.

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Approval for or acceptance of any work or material or failure to disapprove any work or material by the representative of the Engineer shall not prejudice the power of the Engineer thereafter to disapprove such work or material and to order removal or modification thereof. If the Contractor shall be dissatisfied with any decision of the representative of the Engineer, he shall be entitled to refer the matter to the Engineer, who shall thereupon confirm, reverse or vary such decision.

DEFECTS AND RECTIFICATION & MAINTENANCE

DEFECTS AND RECTIFICATION

For period specified as the "Defect Liability Period" for the work from the date of issuance of the completion certificate in accordance with para "Final Inspection and Acceptance" Contractor shall remain liable for any of the works or parts thereof or equipment and fittings supplied which in the opinion of the Engineer fail to comply with the requirements of the contract or are in any way unsatisfactory or defective.

To the extent that the works and each part thereof shall at or as soon as practicable after the expiry of the above period be taken over by the Engineer in the condition required by the contract to the satisfaction of the Engineer. The Contractor shall finish the work (if any) outstanding at the date of completion as soon as may be practicable after such date and shall execute all such work of repair, amendment, reconstruction, rectification and making good of defects imperfections, shrinkages or other faults as may during the period of maintenance or after its expiry be required of the Contractor in writing by the Engineer as a result of an inspection made by or on behalf of the Engineer prior to the expiry of the period. All such work shall be carried out by the Contractor at his own expenses if the necessity thereof shall in the opinion of the Engineer be due to the use of materials or to the neglect or failure on the part of the Contractor to comply with any obligation expressed or implied on the Contractor's part under the contract. If the Contractor fails to do any such work as entitled to carry out such work in which the Contractor should have carried out at the Contractor's own cost, the Engineer shall be entitled to recover from the Contractor the cost thereof or may deduct the same from the moneys that become due to the Contractor. Notwithstanding the aforesaid, if the Contractor remains in default, one calendar month after the Engineer has given written instructions in writing, the Security Deposit shall become payable to the ASCL who will deduct the cost plus overhead expenses of such works as have been necessary to rectify the Contractor's default and the balance, if any, shall be disbursed. The Contractor shall submit the operation and maintenance manual for the fruitful operation of the works. The Contractor will have a liberty to visit the operating works during the defect liability period and satisfy himself about the on-going operations in case he do not visit & a defect is observed then the Engineer's opinion shall be final & binding as to the application of defect liability.

MAINTENANCE DURING DEFECT LIABILITY PERIOD

The Defect Liability for this work is 60 months. During this period, it shall be the responsibility of the contractor to clean the area and furniture, tree/shrub cutting, etc at an acceptable serviceability level as directed by the Engineer in charge.

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During the operation and maintenance period contractor shall provide a supervisor level staff for attending to all the O&M activities during the O&M Period.

The monthly report on the Operation and Maintenance shall be submitted to the Engineer and Quarterly payment for O&M as per the BOQ shall be released to the contractor based on the work carried out by him and assessment by the Engineer in charge.

II. RIGHT TO WITH HOLD

The Engineer may refuse to approve any payment, or because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously approved and paid to such extent as may be necessary in the opinion of the Engineer to protect him from loss because (a). The work is defective,

(b) Third party claims have been filed or there is reasonable evidence indicating probable filing of such claims, (c) of the Contractor's failure to make payment properly to sub-Contractors or for labor, materials or equipment, (d) of damage to another Contractor, or to the property of other caused by the Contractor, (e) of reasonable doubt that the work cannot be completed for the unpaid balance of the contract price, (f) of reasonable indication that the work will not be completed within the contract time, (g) of the Contractor's neglect or unsatisfactory prosecution of the work including failure to clean up. Once the reasons that enable or require the Engineer to withhold such payments are removed, payment will be made for amounts withheld because of them to the extent the Contractor is entitled to.

III. FINAL INSPECTION AND ACCEPTANCE

Upon written notice from the Contractor, that the entire work required by the contract documents is complete and that all submittals required by him are made, and after the Contractor has delivered the bonds, certificates of inspection, guarantees, warranties, releases and other documents, as required by the contract documents or by law, the Engineer will make a final inspection, and he will notify the Contractor in writing of any particulars in which this inspection reveals that the work is defective; and will also notify the Contractor in writing of any deficiencies in the submittals and the document required from him.

The Contractor shall promptly make such corrections as are necessary to remedy all defects or deficiencies. After the Contractor has completed any such corrections to the satisfaction of the owner, the Engineer will issue a written completion certificate of the work and file any notice and completion required by law or otherwise.

IV. CONTINUING OBLIGATION OF THE CONTRACTOR

The Contractor's obligation to perform and complete the work in accordance with the contract documents is and shall be absolute. Neither the observation during construction and final inspection of the work by the Engineer, nor any payment to the Contractor under the Contract documents, nor any use or occupancy of the work or any part thereof by the Engineer, nor any act of acceptance of the defective work by the Engineer shall constitute acceptance of work not in accordance with the contract documents.

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22 INCOME TAX AND WORK CONTRACT TAX

Income Tax and Work Contract Tax as applicable on gross value of each running account bill shall be deducted towards income tax and Work Contract Tax and a certificate to that extent shall be issued by ASCL.

23 FORCE MAJEURE

Neither party shall be liable to the other for any loss or damage occasioned by or arising out of the acts of God and in particular unprecedented floods, volcanic eruptions, earthquake or other conclusion of nature and other acts such as, but not restricted to, invasion, act of foreign countries, hostilities or warlike operations before or after declaration of war, rebellion, military or unsurpassed power which prevent performance of the contract and which could not have been foreseen or avoided by a prudent person, such as Earthquake of magnitude more than for which the structures are designed.

24 WRITTEN NOTICE

Written notice shall be deemed to have been duly served or delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to him who gives the notice. The notice on the Fax Message/E-Mail shall be deemed to have been duly served. The address given in the Contractor's tender on which all notices, letters & other communications to the Contractor shall be mailed or delivered, except that said address may be changed by the Contractor by notifying the owner in writing. This shall not preclude the service of any notice, letter or other communication upon the Contractor personally.

25 USE OF COMPLETED PORTIONS

The owner shall have the right, upon written notice to the Contractor, to take possession or occupancy of, & use any completed or partially completed portions of the work; notwithstanding that the time for completing the entire work or such portions may not have expired but such taking possession or occupancy and use shall not deemed to waive of any requirement of the contract documents or a waiver or acceptance of any work not completed in accordance with the contract documents.

26 CLEANING UP

The Contractor shall at all times during the work keep the site and premises, adjoining property and public property free from accumulations of waste materials, rubbish, and other debris resulting from the works, and at the completion of the work shall remove all waste materials, rubbish and debris from and about the site and premises as well as all tools, construction equipment and machinery and surplus materials, and shall leave the site and premises, clean, tidy and ready for occupancy by the owner. No waste material shall be buried or disposed of on the owner's property unless so approved in writing by the Engineer-in-Charge. Before the Contractor applies for final inspection and acceptance

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of the work, all items of work shall be complete, ready to operate, and in a clean condition as determined by the Engineer.

OWNER'S RIGHT TO CLEANUP

If the Contractor fails to satisfactorily clean up or if a dispute arises between the Contractors or in several Contractors as to their responsibility for cleaning up, the Engineer may get the same cleaned up and charge the cost thereof to the Contractor for his failure, as the Engineer shall determine to be just.

LABOUR RULES

The Contractor will have to produce to the satisfaction of the accepting authority a valid and current license issued in his favor under the provision of Contract Labor (Regulation and Abolition) Act 1970, before starting the work, otherwise the Contractor shall have to face the further consequences.

The Contractor shall have to comply with the Apprentices Act 1961, and the rules and orders issued there under from time to time. If he fails to do so, his failure will be breach of contract and the Chief Executive Officer, ASCL may in his discretion, cancel the contract. The Contractor shall also be liable, for any pecuniary liability arising on account of any violation of the provisions of this act, by him.

STATUTORY INCREASE IN DUTIES, TAXES ETC

All the taxes and duties levied by the State and Central Govt. and by Local Bodies at the prevailing rates applicable on the date of receipt of tender shall be fully borne by the Contractor and shall not be reimbursed to him on any account.

Further ASCL shall not honor any claim arising out of any increase in any of the prevailing statutory duties, taxes, levies, etc. as the same are inter-alia covered under the Price Variation Clause. At the time of quoting/bidding Contractor should bear the above fact in mind.

IMPORT LICENSE AND PROCUREMENT OF IMPORTED MATERIALS

The Contractor shall quote for the indigenous equipment only, as far as possible for the work contracted. Foreign exchanges and import licenses, if any, required shall have to be arranged by the Contractor himself, independently. Delay in getting any material, will not be entertained for extension of time limit or the risk of foreign exchange variation will be covered by the Corporation.

MACHINERY REQUIRED

All machinery required for erection / execution purposes shall be arranged by the Contractor. Employer/PMC will not take any responsibility for providing such machinery even on rental basis. Execution of any item will be allowed only after the required machinery as directed by the Engineer-in-charge is made available in working condition.

DISCREPANCIES AND OMISSIONS

The tender drawings and specifications shall be considered as complimentary and explanatory, of each other and together shall form the technical requirements and

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stipulations of tender documents. Detailed drawings shall have preference over small-scale drawings. Similarly, detailed specifications shall have preference over general Specifications. Should any discrepancy arise as to the meaning, intent or interpretation of any specification or drawing the decision of the Engineer- in-charge shall be final and binding on the Contractor.

PRICE VARIATION

Price variation is payable /recoverable as per terms and conditions of the price variation.

NO INTEREST ON DUES

No interest shall be payable by the Corporation on amounts, due to contractors pending final settlement of claim. Further, no interest shall be payable by ASCL on any delayed amount / payment. No interest shall be payable on security deposit or withheld amount.

EXTRA ITEMS OF WORK THAT MAY CROP-UP DURING EXECUTION OF WORK

- (i) For any work other than given which is found necessary to be executed in the course of work, such items shall be executed by the contractor as per the following:
 - a) If tender rate is above, rate will be at par as per Current DSR of and PWD SOR
 - b) If tender rate is below, rate will be as per tender quoted rate on Current DSR and PWD SOR
 - c) In case the rate for item is not available in the PMC or PWD SOR then the rate analysis shall be done and got approved from appropriate authority of ASCL.
- (ii) Escalation on extra item of work is not payable.

ARBITRATION

There is no provision for arbitration. The disputes between Contractor and ASCL will be dealt with as per provisions of contract. In case of dispute the decision given by the Chief Executive Officer, ASCL will be final and binding on the Contractor. However, if the Contractor lodges the case in court of law, the ASCL has full power to withdraw the work and allot the same to other agency at the risk and cost of the Contractor. In this case no claim will be entertained. **“The place of arbitration will be Agra, Uttar Pradesh.”**

There may be hindrances in execution of construction work in few stretches related to the land acquisition, utilities relocation etc. The Contractor has to consider hindrance prone stretches as a last priority in his working construction programme and accordingly plan the completion of work.

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CONDITIONS OF CONTRACT

Clause 1: The person / persons whose tender may be accepted (hereinafter called the Contractor, which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators and assigns) shall (A) within 10 days (which may be extended by the Chief Executive Officer, ASCL concerned up to 15 days, if the Chief Executive Officer ASCL thinks fit to do so) of the receipt by him of the notification of the acceptance of his tender deposit with the Chief Executive Officer ASCL in F.D.R. (if deposited for more than 12 months of sum as will amount to 5 percent of all moneys so payable such deductions to be held by ASCL by way of security Deposit). Provided always that in the event of the Contractor depositing a lump sum by way of security deposit as contemplated at (A) above then and in such case if the sum so deposited shall not amount to 5 percent of the total estimated cost of the work, it shall be lawful, for ASCL at the time of making any payment to the Contractor for work done under the contract C to Y make up the full amount of 5 percent by deducting a sufficient sum from every such payment as last aforesaid until the full amount of the security deposit is made up. All compensation or other sums of money payable by the Contractor to ASCL under the terms of his contract may be deducted from, or paid by the sale of sufficient part of the security deposit or from the interest arising there from, or from any sums which may be due or may become due by Corporation to the contractor under any other contract or transaction of any nature on any account whatsoever and in the event of his Security Deposit being reduced by a reason of ten days thereafter, make good in cash or F.D.R. pledged to Chief Executive Officer ASCL as aforesaid any sum or sums which may have been deducted from or raised by sale of his security deposit or any part thereof. The security deposit referred to when paid in cash, at the cost of the depositor, be converted and interest-bearing securities provided that the depositor has expressly desired this in writing.

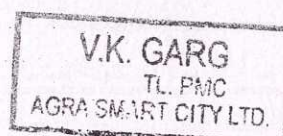
If the amount of the security deposit to be paid in a lump sum within the period specified at (A) above is not paid the tender/ contract already accepted shall be considered as cancelled any legal steps taken against the contract for recover of amounts, the amount of the security deposit lodged by a contractor shall be refunded after a date up to which the contract has agreed to maintain the work in good order is over. In the event of the contractor failing or neglecting to complete rectification work within the period up to which the contractor has agreed to maintain the work in good order, then, subject to provisions of clause 17 and 20 hereof the amount of security deposit retained by ASCL shall be forfeited without any notice.

Clause-2: The time allowed to carry out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the Contractor. The work shall through the stipulated period of the contract be proceeded with, all due diligence (time being deemed to be of the essence of the contract on the part of the Contractor) and the Contractor shall pay as compensation and amount equal to one percent or such smaller amount as the Chief Executive Officer ASCL (whose decision in writing shall be final) may decide of the amount of estimated cost of the whole work as shown by the tenderer of everyday the work remains uncommenced or unfinished after the proper dates.

And further to ensure good progress during execution of the work, the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month to complete.

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- ¼ of the working 1/3 of the time
- ¼ of the working ½ of the time
- ¼ ¾ of the working
- ¼ ¾ of the time

and full work should be completed in (12 Calendar months)

NOTE: The quantity of the work to be done within a particular time to be specified above shall be fixed and inserted in the blank space kept for the purpose of the officer competent to accept the contracts after taking into consideration the circumstances of each case and abide by the program of detailed progress laid down by the Project Engineer. In the event of the Contractor failing to comply with these conditions he shall be liable to pay as compensation, an amount an equal to one percent or such smaller amounts as the Chief Executive Officer ASCL(whose decision in shall be final) may decide of the said estimated cost of the whole work for everyday that the due quantity of work remains incomplete provided always that the total amount of compensation to be paid under the provisions of this clause shall not exceed 10 percent of the estimated cost of the work as shown in the tender. Chief Executive Officer, ASCL, should be the final authority in the respect.

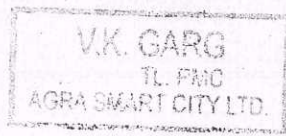
Clause-3 :In any case in which under any clause of this contract the Contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit whether paid in one sum or deducted by the installments or in the case of abandonment of the work owing to serious illness or death of the Contractor or any other cause the Project Engineer, on behalf of the Corporation, shall have the power to adopt any of the following courses, as he may deem best suited to the interest of the Corporation.

- (a) To rescind the contract (for which rescission notice in writing to the Contractor under the hand of Project Engineer shall be conclusive evidence) and in that case the security deposit of the Contractor shall stand forfeited and be absolutely at the disposal of the Corporation.
- (b) To carry out the work or any part of the work departmentally debiting the Contractor with the cost of the work, expenditure incurred on the tools and plant, and charges on additional supervisory staff including the cost of the work-charged establishment employed for getting the un-executed part of the work completed and crediting him with the value of the work done departmentally in all respect in the same manner and at the same rates as if it had been carried out by the Contractor under terms of his contract. The certificate of the Project Engineer as to the costs and other allied expense so incurred and as to the value of the work so done departmentally shall be final and conclusive against the Contractor
- (c) i) To order that the work of the Contractor be measured up and to take such part thereof as shall be un-executed out of his hands, and to give it to another Contractor to complete, in which case all expenses incurred on advertisement for fixing a new contracting agency ,additional supervisory staff including the cost of the work charged establishment and the cost of the work executed by the new Contractor agency will be debited to the Contractor and the value of the work done or executed through the new Contractor in all respects and in the same manner and at the same rates as if it had been carried out by the Contractor under the terms of his contract. The certificate of the Project Engineer as to the costs and other allied expense so incurred and as to the value of the work so done departmentally shall be final and conclusive against the contractor.

When whole security Deposit is forfeited

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	<p>ii) In case the contract shall be rescinded under clause (a) above the Contractor shall not be entitled to recover or be paid, any sum for any work thereof actually performed by him under this contract unless and until the Project Engineer shall have certified in writing the performance of the such work and the amount payable to him in respect thereof and he shall only be entitled to be paid the amount so certified. In the event of either of courses referred to clause (b) or (c) being adopted and the cost of the work executed departmentally or through new contractor and other allied expense exceeding the value of such work credited to the Contractor the amount of excess shall be deducted from any money due to the Contractor, by Corporation under the contractor or otherwise howsoever or from his security deposit or the sale proceeds thereof provided; however that Contractor shall have no claim against Corporation even if the certified value of the work done departmentally or through a new Contractor exceeds the certified cost of such work and allied expenses, provided always that whichever of the three courses mentioned in clause (a), (b) or (c) is adopted by the Chief Executive Officer ASCL, the Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advance on account of or with a view to the execution of the work or the performance of the contract</p>
<p>When the progress of any particular portion of the work is unsatisfactory</p>	<p>Clause – 4: If the progress of any particular portion of the work is unsatisfactory, the Chief Executive Officer ASCL shall notwithstanding that the general progress of the work is in accordance with the conditions mentioned in clause 2 be entitled to take action under clause 3 (b) after giving the Contractor 10 days' notice in writing. The contractor will have no claim for compensation, for any loss sustained by him owing to such action</p>
<p>Contractor remains liable to pay compensation if action not taken under clause 3 and 4</p>	<p>Clause – 5 : In any case in which any of the powers conferred upon the Project Engineer by clause 3 and 4 shall have become exercisable and the same shall not have been exercised the non-exercise thereof shall not constitute a waiving of any of the condition here of the such power shall notwithstanding be exercisable in the event of any future case of default by the Contractor for which under any clause hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the Contractor for past and future compensation shall remain unaffected,. In the event of the Project Engineer taking action under sub-clause (a) or (c) of clause 3, he may, if he so desires, take possession of all or any tools and plant, materials and stores in or upon the work of the site thereof belonging to the Contractor, or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rates, or in the case of contract rates not being applicable at current market rates to be certified by the Project Engineer whose certificate thereof shall be final. In the alternative, the Project Engineer may, after giving notice in writing to the Contractor or his clerk of any work, foreman or other authorized agent required him to remove such tools and plant, materials, or stores from the premises within a time to be specified in such notice, and in the event of the Contractor failing to comply with any such requisition, the Project Engineer may remove them at the Contractor's expenses or sell them by auction or private sale on account of the Contractor and at his risk in all respects, and the certificate of Project Engineer as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the Contractor</p>

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<p>Extension of time</p>	<p>Clause – 6: If the Contractor shall desire an extension of the time for completion of work on the ground of his having been unavoidably hindered in its execution or on any other ground he shall apply in writing to the Project Engineer before the expiration of the period stipulated in the tender or before the expiration of 30 days from the date on which he was hindered as aforesaid or on which the clause for asking for extension occurred, whichever is earlier and the Project Engineer, or in the opinion of Project Engineer as the case may be if in his opinion, there were reasonable ground for granting an extension, grant such extension as he thinks necessary or proper, the decision of the Chief Executive Officer ASCL in this matter shall be final.</p>
<p>Certificate</p>	<p>Clause – 7 :On the completion of the work the Contractor shall be furnished with a certificate by the Project Engineer (hereinafter called the Engineer-in- Charge) of such completion; but no such certificate shall be given nor shall the work be considered to be complete until the Contractor shall have removed from the premises on which the work shall have been executed, all scaffolding, surplus materials and rubbish, and shall have cleaned off, the dirt from all wood work, doors, windows, wall, floor or other parts of any building in or upon which the work has been executed, or of which he may have had possession for the purpose of executing the work, nor until the work shall have been measured by the Engineer-in -Charge or where the measurements have been taken by his subordinates until they have received approval of the Engineer-in- Change, the said measurements being binding and conclusive against Contractor. If the contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding surplus materials and rubbish and cleaning of dirt on or before the date fixed for the completion of the work the Engineer-in- Charge may at the expense of the Contractor, removal such scaffolding, surplus material and rubbish, and dispose of the same as he thinks fit and clean off as such dirt as aforesaid and the Contractor shall from with pay the amount of the all expenses so incurred, but shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof</p>
<p>Payment on intermediate certificate to be regarded as advances</p>	<p>Clause-8: No payment shall be made for any work, estimated to cost less than rupees one thousand till after the whole of work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees one thousand the Contractor shall on submitting a monthly bill therefore be entitled to receive payment proportionate to the part of the work than approved and passed by the Engineer-in – Change, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the Contractor. All such intermediate payments shall be regarded as payment by way of advance against the final payment only and not as payment for work actually done and completed and shall not preclude the Engineer-in-Charge from requiring any bad, unsound imperfect or unskillful work to be removed or taken away and reconstructed, or re-erected nor shall any such payment be considered as an admission of the due performance of the contract or any part thereof in any respect or the occurring of any claim nor shall it conclude, determine or effect in any other way powers of the Engineer-in-Charge as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or effect the contract. The final bill shall be submitted by the Contractor within one month of the date fixed for the completion of the work, otherwise the Engineer-in- Charge's certificate of the measurements and of the total amount payable for the work shall be final and binding on all parties</p>

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<p>Payment on reduced rates on account of items of work not accepted as completion discretion of Engineer-in-Charge</p>	<p>Clause-9: The rates of several items of work estimated to cost more than Rs. 1000/- agreed to within, shall be valid only when the item concerned is accepted as having been completed fully in accordance with the sanctioned specifications. In case where the item of work are not accepted as so completed by the Engineer-in Charge may make payment on account of such item at such reduced rates as he may consider reasonable in the preparation of final or on account bills.</p>
<p>Bill to be submitted</p>	<p>Clause -10: A bill shall be submitted by the Contractor in each month on or before the date fixed by the Engineer- in- Charge for all work executed in the previous month and the Engineer-in-Charge shall take or cause to be taken the requisite measurement for the purpose of having the same verified and the claim, so far as it is admissible, shall be adjusted, if possible, within 10 days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-Charge may depute a subordinate to measure up the said work in the presence of the contractor or his duly authorized agent whose counter signature to the measurement list shall be sufficient warrant, and the Engineer-in-Charge may prepare a bill from such a list which shall be binding on the contractor in all respects</p>
<p>Bill to be on printed forms</p>	<p>Clause-11: The contractor shall submit all bills on the printed forms to be had in the application at the office of the Engineer- in-Charge. The charges to be made in the bill shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the tender at the rates hereinafter provided for such work</p>
<p>Stores supplied by Corporation</p>	<p>Clause-12: If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the store of the Engineering departmental store or if it is required that the contractor shall use certain stores to be provided by the Engineer in charge (such materials and stores and the prices to be charged therefore as hereinafter mentioned being so far as practicable for the convenience of the contractor but not so far as in any way to control the meaning or effect to this contract specified in the schedule or memorandum hereto annexed) the contractor shall be supplied with such materials and stored as may be required from time to time to be used only by him for the purpose of the contract only, and the value of the full quantity of the materials and stores so supplied shall be set off or deducted from any sums then due, or thereafter to become due to contractor under the contract, or otherwise, or from the security deposit or the proceeds of the sale thereof if the security deposit is held in pledged securities, the same or a sufficient portion thereof shall in that case be sold for the purpose. All materials supplied to the contractor shall remain the absolute property of Corporation and shall on no account be removed from the site of the work, and shall at all times be open for inspection by the engineer in charge. Any such materials unused and in perfectly good conditions at the time of completion or determination of the contract shall be returned by the engineering departmental store if the engineer in charge so requires by a notice in writing given under his hand but the contractor shall not be entitled to return any such materials except with consent of the Engineer in charge and shall have no claim for compensation on account of any such material supplied to him as foresaid but remaining unused by him or any wastage in or damage to any such materials</p> <p>Clause-12 (A): All stores of controlled materials such as cement, steel etc., supplied to the contractor by the Corporation should be kept by the contractor under lock and key and will be accessible for inspection by the Project Engineer or his agents all the time</p>
<p>Work to be executed in accordance to specifications, drawings, orders etc.</p>	<p>Clause-13: The contractor shall execute whole and every part of the work in the most substantial and workman like manner, and both as regards materials and every other respect in strict accordance with specifications. The contractor shall also conform exactly, fully, and faithfully to the designs, drawings and instructions in</p>

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	<p>writing relating to the work signed by the Engineer-in-Charge and lodged in his office and to which the contractor shall be entitled to have access for the purpose of inspection at such office, or at the site of the work during office hours. The contractor will be entitled to receive three sets of contract drawings and working drawing as well as one certified copy of the accepted tender along with work order free of cost. Further copies of the contract drawings and working drawings if required by him, shall be supplied at the rate of Rs.200/- per set of contract drawings and Rs.100/- per working drawing except where otherwise specified</p>
<p>Alterations in specifications and designs not invalidate rates for works not covered in estimate or schedule of rate of the PWD</p>	<p>Clause-14: The Engineer-in-Charge shall have the power to make any alterations in or additions to original specifications, drawings, designs, and the instructions that may appear to him to be necessary or advisable during the progress of the work, and the contractor shall be bound to carry out the work in accordance with any instructions in this connection which may be given to him in the writing signed by the Engineer- in-Charge and such alterations shall not invalidate the contract, and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work, and if the additional and altered work includes any class of work for which no rate is specified in the contract, then such work or class shall be carried out at the rates entered in the Schedule of rates of the Government or the Corporation or at the rates mutually agreed upon between the Engineer- in -Charge or altered work for which no rate is entered in the rates agreed upon then the contractor shall within seven days of the date of receipt by him the order to carry out the work, inform the Engineer-in-Charge of the rate which it is his intention to charge for such class of work, and if the Engineer-in-Charge does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry out in such manner as he may consider advisable provided always that if the contractor shall commence work or incurred any expenditure in regard thereto before the rates shall have been determined as lastly herein before mentioned, then in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer- in-Charge. in the event of a dispute, the decision of the Chief Engineer will be final.</p> <p>Where, however, the work is to be executed according to the designs, drawings and specifications recommended by the contractor and accepted by the competent authority the alterations above referred to shall be within the scope of such designs, drawings and specifications appended to the tender.</p> <p>The time limit for the completion of the work shall be extended in the proportion that the increase in its cost occasioned by alterations, or additions bears to the cost of the original contract work, and the certificate of the Engineer- in-Charge as to such proportion shall be conclusive</p>
<p>Extension of time in consequence of additions or alterations No claim to any payment or compensation for alteration in or restriction of work No claim to</p>	<p>Clause 15-:</p> <p>1) If at any time after the execution of the contract documents the Engineer shall for any reason whatsoever (other than default on the part of the contractor for which the Corporation is entitled to rescind the contract) desires that the whole or the part of the work specified in the tender should be suspended for any period or that the whole or part of the work should not be carried out, at all he shall give to the contractor a notice in writing of such desire and upon the receipt of such notice the contractor shall forthwith suspend or stop the work wholly or in part as required, after having due regard to the appropriate stage at which the work should be stopped or suspended so as not to cause any damage or injury to the work already done or endanger the safety thereof provided that the design of the Engineer as to the stage at which the work or any part of it</p>

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compensation on account of loss due to delay in supply of material by Corporation

No claim to compensation on account of loss due to delay in supply of material by Corporation

could be or could have been safely stopped or suspended shall be final and conclusive against the contractor. The contractor shall have no claim to any payment or compensation whatsoever by reason of or suspension, stoppage or curtailment except to the extent specified therein after.

2) Where the total suspension of work ordered as aforesaid continued for a continuous period exceeding 90 days the contractor shall be at liberty to withdraw from the contractual obligations under the contract so far as it pertains to the unexecuted part of the work by giving a 10 days prior notice in writing to the Engineer, within 30 days of the expiry of the said period of 90 days, of such intention and requiring the Engineer to record the final measurements of the work already done to pay the final bill. Upon giving such notice the contractor shall be deemed to have been discharged from his obligation to complete the remaining un-executed work under his contract. On receipt of such notice the Engineer shall proceed to complete the measurement and make such payment as may be finally due to the contractor within the period of 90 days from the receipt of such notice in respect of the work already done by the contractor. Such payment shall not in any manner prejudice the right of the contractor to any further compensation under the remaining provisions of this clause

3) Where the Engineer required the contractor to suspend the work for a period in excess of 30 days at any time or 60 days in the aggregate, the contractor shall be entitled to apply to the Engineer within 30 days of the resumption of the work after such suspension for payment of compensation to the extent of pecuniary loss suffered by him in respect of working machinery remained idle on the site or on the account of his having and to pay the salary or wages of labor engaged by him during the said period of suspension provided always that the contract shall be not entitled to any claim in respect of any working machinery, salary or wages for the first 30 days whether consecutive or in the aggregate or such suspension in respect of any suspension whatsoever occasioned by unsatisfactory work or any other default on his part. The decision of the Engineer in this regard shall be final and conclusive against the contractor.

(4) In the event of-

- (i) Any total stoppage of work on notice from the Engineer under Sub clause (1) in that behalf.
- (ii) Withdrawal from the contractor from the contractual obligation completes the remaining un-expected work under the sub-clause (2) on account of continued suspension of work for a period exceeding 90 days
- (iii) Curtailment in the quantity of item or items originally tendered on account of any alteration, omission on substitution in the specification, drawings, designs, or instructions under clause 15(1) where such curtailment exceeds 25 % in quantity and the value of quantity curtailed beyond 25 % at the rates for the items specified in the tender is more than Rs.50000/- .It shall be open to the contractor, within 90 days from the service of (i) the notice of stoppage of work or (ii) the notice of withdrawal from the contractual obligations under the contract on account of continued suspension of work or (iii) notice under clause 15(1) resulting in such curtailment, to produce to the Engineer satisfactory documentary evidence that he had purchased or agreed to purchase material for use in the contracted work, before receipt by him of the notice of stoppage, suspension or curtailment and require the Corporation to take over on payment such material at the rates determined by the Engineer, provided, however such rates shall in no case exceed the rates at which the same was required by the contractor. The contractor shall thereafter take over the materials so offered,

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	provided the quantities offered, are not in excess of the requirements of the unexecuted work as specified in the accepted tender and are of quality and specifications approved by the Engineer
	<p>Clause-15 (A): The contractor shall not be entitled to claim any compensation from the Corporation for the loss suffered by him on account of delay by Corporation in the supply of materials entered in Schedule „A“ where such delay is caused by-</p> <ul style="list-style-type: none"> (i) Difficulties related to the supply of railway wagons, (ii) Force Majeure, (iii) Act of God, (iv) Act of enemies of the State or any other reasonable cause beyond the control of Corporation. <p>In the case of such delay in the supply of materials, Corporation shall grant such extension of time for the completion of the works as shall appear to the Project Engineer to be reasonable in accordance with the circumstances of the case. The contractor shall accept the decision of the Project Engineer as to the extension of time as final</p>
Limit for seen claims	<p>Clause-16: Under no circumstances whatever shall the contractor be entitled to any compensation from the Corporation on any account unless the contractor shall have submitted a claim in writing to the Engineer- in- Charge within one month of the case of such claim occurring</p>
and nsation le in case of bad	<p>Clause-17: If any time before the security deposit or any part thereof is refunded to the contractor, it shall appear to the Engineer-in- Charge or his subordinate in charge of work, that any work has been executed with unsound, imperfect or unskillful workmanship or with the materials of inferior quality, or that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for or are otherwise not in accordance with the contract it shall be lawful for the Engineer-in-Charge to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained of any have been inadvertently passed, certified and paid for the contractor shall be bound forthwith, to rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require, or if so required, shall remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost, and in the event of his failing to do so, within a period to be specified by the Engineer- in- Charge in the written intimation aforesaid, the contractor shall be liable to pay compensation at the rate of 1 % on the amount of the estimate for every day not exceeding 10 days during which the failure so continues and in the case of any such failure the Engineer- in-Charge may rectify and remove, and re-execute the work or remove and replace the material or articles complained of as the case may be at the risk and expense in all respects of the contractor. Should the Engineer- in- Charge consider that no such inferior work or materials as described above maybe accepted or made use of it shall be within his discretion to accept the same at such reduced rates as he may fix therefore</p>
to be open for actor or sible agent to sent	<p>Clause-18: All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer- in-Charge and his subordinates, and the contractor shall at all times during the usual working hours, and at all other times at which his subordinates to visit the work shall have been given to the contractor, either himself be present to receive orders and instructions or have responsible agent duly authorized in writing present for that purpose. Orders given to the contractors duly authorized agent shall be considered to have the same force and affect as if they had been given to the contractor himself</p>
to be given work is d up	<p>Clause-19: The Contractor shall give not less than 5 days' notice in writing to the Engineer- in- Charge or his subordinate in charge of the work before measurement any work in order that the same may be measured and correct dimensions thereof</p>

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taken before the same is so covered up or place beyond the reach of measurement and shall not cover up or place beyond the reach of measurement any work without the consent in writing of Engineer-in-Charge or his subordinate in charge of the work and if any work shall be covered up or placed beyond the reach of measurement, without such notice having been given or consent obtained the same shall be uncovered at the contractors expense and in default thereof no payment or allowance shall be made for such work or for the materials with which the same was executed

Clause- 20: If during the period of 12 months from the date of completion as certified by the Engineer- in-Charge pursuant to Clause 7 of the contract for 12 months after commissioning the work, whichever is earlier in the opinion of the Project Engineer, said work is defective in any manner whatsoever, the contractor shall forthwith on receipt of notice in that behalf from the Project Engineer, duly commence execution and completely carry out at his cost in every respect or the work that may be necessary for rectifying and setting right the defects specified therein including dismantling and reconstruction of unsafe portion strictly in accordance with and in the manner prescribed and under the supervision of the Project Engineer. In the event of the contractor failing or neglecting to commence execution of the said rectification work within the period prescribed thereof in the said notice and/or to complete the same as aforesaid as required by the said notice, the Project Engineer shall get the same executed and carried out departmentally or by any other agency at the risk on account and at the cost of the contractor. The contractor shall forthwith on demand pay to the ASCL the amount of such cost, charges and expenses sustained or incurred by the ASCL of which the certificate of the Project Engineer shall be final and binding on the contractor. Such cost, charges and expenses shall be deemed to be arrears of land revenue and in the event of the contractor failing or neglecting to pay the same on demand as aforesaid without prejudice to any other rights and aforesaid remedies of the corporation the same maybe recovered from the contractor as arrears of land revenue. The ASCL shall also be entitled to deduct the same from any amount, which may then be payable or which may thereafter become payable by the ASCL to the contractor either in respect of the said work or any other work whatsoever or from the amount of security deposit retained by Corporation

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Clause-21: The contractor shall supply at his own cost all materials (except such special material, if any as many in accordance with the contract, be supplied from the Engineering Departmental Stores), plant tools appliances implements, ladders, cordage, tackle scaffolding and temporary works requisite or proper for the proper execution of the work, whether, in the original, altered or substituted from and whether including in the specification or other documents forming part of the contract or referred to in these conditions or not and which may be necessary for the purpose of satisfying or complying with the requirement of the Engineer-in -Charge as to any matter as to which these conditions, he is entitled to be satisfied, or which he is entitled to require together with the carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or the material, failing which the same may be provided by the Engineer-in-Charge at the expenses of the contractor and the expenses may be deducted from any money due to the contractor under the contract or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accidents, and shall also be bound to bare the expenses of defense of every suit, action or other legal proceedings, that may be brought by any person for injuries sustained obeying to neglect of the above precautions, and to pay any damages and costs which may be avoided in any such suit actions or proceedings to any such

actor to supply,
Ladder etc.

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claim by any such person.

List of machinery in contractor's possession and which they propose to use on the work should be submitted along with the tender

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Clause-21 (A): the contractor shall provide suitable scaffolds and working platforms gangways and stairways and shall comply with the following regulations in connection therewith

- a) Suitable scaffolds shall be provided for workmen for all works that cannot be safely done from a ladder or by other means
- b) A scaffold shall not be constructed, taken down or substantially altered except-
 - i) Under the supervision of a competent and responsible person: and
 - ii) As far as possible by competent workers possessing adequate experience in this kind of work
- c) All scaffolds and appliances connected therewith and ladders shall-
 - i) Be sound of material,
 - ii) Be of adequate strength having regards to the loads and strains to which they will be subjects, and
 - iii) Be maintained in proper condition
- d) Scaffolds shall be so constructed that no part thereof can be displaced in consequence of normal use
- e) Scaffolds shall not be overloaded and so far as practicable the load shall be evenly distributed
- f) Before installing lifting gear on scaffolds special precautions shall be taken to ensure the strength and stability of the Scaffolds
- g) Scaffolds shall be periodically inspected by a competent person
- h) Before allowing a scaffold to be used by his workmen the contractor shall, whether the scaffold has been erected by his workmen or not, take steps to ensure that it complies fully with the regulation herein in specified.
 - i) Working platform, gangways, stairways shall
 - ii) Be so constructed that no part of thereof can sag unduly or unequally.
 - iii) Be so constructed and maintained having regard to the prevailing conditions as to reduce as far as practicable risks of persons tripping or slipping, and
- i) Be kept free from any unnecessary obstruction
- j) In case of working platform, gangway, working places and stairways at a height exceeding three Members. Every working platform and every gangway shall be closely boarded unless other adequate measures are taken to ensure safety.
 - i) Every working platform and gangway shall have adequate width and
 - ii) Every working platform, gangway, working place and
 - a) stairway shall be suitable fenced.
- k) Every opening in the floor of a building or in a working platform shall accept for the time and to the extent required to allow the excess of persons for the transport for shifting of materials to be provided with suitable means to prevent the fall of persons or materials
- l) When persons are employed on roof where there is a danger of falling from a height exceeding 3 meters. Suitable precautions shall be taken to prevent the fall of persons or material
- m) Suitable precautions shall be taken to prevent persons being struck by articles, which might fall from scaffolds or other working places

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grass without a written permit from the Project Engineer.

When such permit is given, and also in all cases when destroying cut or dug up trees bush wood, grass etc. by fire; the contractor shall take necessary measure to prevent such fire spreading to or otherwise damaging surrounding property.

The contractor shall make his own arrangements for drinking water for the labors employed by him

Measure for prevention of fire
Liability of contractor for any damage done in or outside work

Clause-23: Compensation for all damages done intentionally or unintentionally by the contractor's labor whether in or beyond the limits of Corporation property including any damage caused by the spreading of fire mentioned in Clause 22 shall be estimated by the Engineer-in-Charge or such other officer as he may appoint and the estimate of the Engineer in charge subject to the decision of the Chief Executive Officer on appeal shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand, failing which, the same will be recovered from the contractor as damages in the manner prescribed in Clause 1 or deducted by the Engineer-in-Charge from any sums that may be due or become due from Corporation to the contractor under this contract or otherwise. The contractor shall bear the expenses of defending any section or other legal proceedings that may be brought by any persons for injury sustained by him owing to neglect of precautions to prevent the spread of fire and he shall pay any damages and cause that may be awarded by the court in consequences

Employment of female labor

Clause-24: The employment of female labors on works in neighborhood of soldier's barracks should be avoided as far as possible. The contractor shall employ the labor with the nearest employment exchange

Work of Sunday

Clause-25: No work shall be done on a Sunday without the sanction in written of the Engineer-in-Charge

Work not to sublet

Clause-26: The contract shall not be assigned or sublet without the written approval of the Engineer-in-Charge and if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any proceeding to get himself adjudicated and insolvent or make any composition with his creditors, or attempt to do so or if bribe, gratuity, gift, loan, perquisites, reward or advantage pecuniary or otherwise, shall either directly or indirectly be given, promise or offered by the contractor or any of his servants or agents to any public officer or person in the employ of corporation in any way relating to his office or employment, or if in any such officer or person shall become in anyway directly or indirectly interested in the contract the Engineer-in-Charge may there upon by notice in written rescind the contract and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Corporation and the same consequences shall ensure as if the contract had been rescinded under Clause 3 hereof and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract

Sum payable by way of compensation to be considered reasonable compensation without reference to actual loss

Clause-27: All sums payable by contractor by way of compensation under any of these conditions shall be considered as a reasonable compensation to be applied to the use of Corporation without reference to the actual loss or damage sustained, and whether any damage has or has not been sustained

Changes in constitution of firm to

Clause-28: In case of tender by partners, any changes in the constitution of a firm shall be forthwith notified by the contractor to the Engineer-in-Charge for his information

Direction and control Chief Executive officer ASCL

Clause-29: All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Project Engineer for the time being, who shall be entitled to direct at what points and in what manner they are to be commenced and from time to time carried on

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	<p>Clause-30:</p> <p>(1) Except where otherwise specified in the contract and subject to the powers delegated to him by Corporation the decision of the Project Engineer for the time being shall be final, conclusive, and binding all parties to the contract upon all questions relating to the meaning of all specifications, designs, drawings and instructions hereinbefore mentioned and as to the quality of workmanship or materials used on the work, or as to any other question, claim, right matter, or thing whatsoever, if any way arising out of, or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions, or otherwise concerning the works or the execution, or failure to execute the same, whether arising during the progress of the work, or after the completion or abandonment thereof.</p> <p>(2) The contractor may within thirty days of receipt by him of any order passed by the Project Engineer as aforesaid appeal against it to the ASCL concerned with the contract, work or Project provided that- The accepted value of that contract exceeds Rs. 10.00 lakhs (Rs. Ten lakhs Amount of claim is not less than Rs. 1.00 lakh (Rs. One lakh)</p> <p>(3) If the contractor is not satisfied with the order passed by the Chief Executive Officer, ASCL as aforesaid, the contractor may within thirty days of receipt by him of any such order Appeal against it to the Commissioner, and the Decision given by the Commissioner will be final.</p>
Lump sums in estimates	<p>Clause-31: When the estimate on which a tender is made includes lump sums in respect of parts of the work the contractor shall be entitled to payment in respect of the items of work involved or the part of work in question at the same rates as are payable under this contract of each item, or if the part of work in question is not in the option of the engineer in charge capable of measurement, the Engineer- in-Charge may as his discretion pay the lump sum amount entered in the estimate and the certificate in writing of the Engineer- in-Charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provision of this clause</p>
Actions where no specifications	<p>Clause-32: In the case of any class of work for which there is no such specification as is mentioned in rule 1 such work shall be carried out in accordance with the standard specifications of Public Works Department, and in the event of there being no specification, then in case the work shall be carried out in all respects in accordance with all instructions and requirements of the Engineer- in-Charge</p>
Definition of work	<p>Clause-33: The expression "works" or "work" where used in these conditions, shall unless there by something in the subject or context repugnant to such construction be construct to mean the work or works contracted to be executed under or in virtue of the contract, whether temporary or permanent and whether original, altered substituted or additional</p>
	<p>Clause-34: The percentage referred to in the tender shall be deducted from/ added to the gross of the bill before deducting the value of any stock issued</p>
	<p>Clause-35: All quarry fees, royalties and ground rent for stacking materials if any should be paid by the contractor</p>
	<p>Clause-36: The contractor shall be responsible for and shall pay any compensation to his workmen payable under the Workmen's Compensation Act 1923 (VIII of 1923) (hereinafter called the said Act) for injuries caused to the workmen. If such compensation is payable paid by corporation as principal under sub section (1) of section 12 of the said Act on behalf of the contractor under subsection (2) of the said section. Such compensation shall be recovered in the manner laid down in the Clause 1 above</p>

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	<p>Clause-36 (A): the contractor shall be responsible for and shall at the expenses of providing medical aid to any workmen who may suffer a bodily injury as a result of an accident. If Corporation the same shall be recoverable from the contractor forthwith and be incurs such expenses deducted without prejudice to any other remedy of Corporation from any amount due or that may be due to the contractor</p>
	<p>Clause-36 (B): The contractor shall provide all necessary personal safety equipment's and first aid apparatus available for use of persons employed on site and shall maintain the same condition suitable for immediate use at any time and shall comply with the following regulations in connection therewith.</p> <ul style="list-style-type: none"> a) The workers shall be required to use the equipment so provide by the contractor shall take adequate steps to ensure proper use of the equipment by those concerned. b) When the work is carried in the proximity to any place where there is a risk or drawing all necessary equipment shall be provided and kept ready for use and all necessary steps shall be taken for the prompt rescue of any person in danger. c) Adequate provisions shall be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.
	<p>Clause-36 (C): The contractor shall duly comply with the provision of "the Apprentices Act" (III of 1961) the rules made there under and the orders that may be issued from time to time under the Act the said Rules</p>
Claim for quantities entered in the tender	<p>Clause-37:</p> <ul style="list-style-type: none"> 1) Quantities in respect of the several items shown in the tender rare approximate and no revision in the tendered rate shall be permitted in respect of any of the items so long as subject to any special provision contained in the specifications prescribing a different percentage of permissible variation the quantity of the item does not exceed the tender quantity by more than 50% and so long as the value of the excess quantity beyond this limit as the rate of the item specified in the tender is not more than Rs 5,00,000/- (Rs Five Lakh only). (2) The contractor shall if ordered in writing by the Engineer to do so, also carry out any quantities in excess of the limit mentioned in sub-clause (1) hereof one the same conditions as in accordance with the specifications in the tender and at the rates as mentioned below: <ul style="list-style-type: none"> a) if tender rate is above, rate will be at par as per Current PWD SOR b) if tender rate is below, rate will be as per tender quoted rate on Current PWD SOR. For the purpose of operation of this clause, the total cost shall be taken as derived from the PWD SOR. (3) Claims arising out of reduction in the tendered quantity of any item beyond 50 % will be governed by the provision of clause 15 only when the amount of such reduction beyond 50 % at the rate of the item specified in the tender is more than Rs.5,00,000/- (Rs Five Lakh only). This reduction is exclusively of the reduction mentioned in clause No 2, 1, 4 of the work and site condition. <p>There is no change in the rate if excess is less than or equal to 50%. Also, there is no change in the rate if quantity of work done is more than 50 % of the tendered quantity or the value of the excess work at tendered rates does not exceed Rs. 5,00,000/- (Rs Five Lacks only)</p>
Employment of famine labor etc	<p>Clause No-38: The contractor shall employ any famine, convict or other labor of a particular kind or class if ordered in writing to do so by the Engineer- in-Charge</p>
Claim for compensation for delay in starting the	<p>Clause No-39: No compensation shall be allowed for any delay caused in the starting of the work on account of acquisition of land or in the case of clearance works on account of any delay in according to sanction of estimates</p>

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Claim for compensation for delay in execution	Clause No-40: No compensation shall be allowed for any delay in the execution of the work on account of water standing in borrow pits or compartments the rates are inclusive for hard or cracked soil Excavation in mud, sub soil, water standing in borrow pits and no claim for an extra rate shall be entertained, unless otherwise expressly specified
Entering upon or commencing any portion of work	Clause No-41: The contractor shall not enter upon or commence any portion of work except with the written authority and instructions of the Engineer- in-Charge or of his subordinate in charge of the work. Failing such authority, the contractor shall have no claim to ask for measurements of or payment for work
Minimum age of persons employed, the employment of donkeys and for other animals and payment of fair wages	<p>Clause No-42:</p> <ul style="list-style-type: none"> (i) No contractor shall employ any person who is under age of 18 Years. (ii) No contractor shall employ donkeys or other animals with breeching of string or thin rope the breeching must be at least three inches wide and should be of tape (Nawar). (iii) No animals suffering from sores lameness or emaciation or which is immature shall be employed on the work. (iv) The Engineer-in-Charge or his agent is authorized to remove from the work any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by ASCL for any delay caused in the completion of work by such removal. (v) The contractor shall pay fair and reasonable wages to the workmen employed by him in the contract under taken by him. In the event of any dispute arising between the contractor and his workmen on the grounds that the wages paid are not fair and reasonable, the dispute shall be referred without delay to the Project Engineer who shall decide the same. The decision of the Project Engineer shall be conclusive and binding on the contractor but such decisions shall not in any way affect the conditions of contract regarding the payment to be made by corporation at the sanctioned tender rates. (vi) The contractor shall provide drinking water facilities to the workers similar amenities shall be provided to the workers engaged on large work in urban areas. (vii) Contractor to take precaution against accidents which take place on account of labor using loose garments while working near machinery
Method of payment	Clause No-43: Payments to contractors shall be made by cheque drawn on any bank within the ASCL limits convenient not exceeding Rs 10 /- will be paid in cash.
Acceptance of conditions compulsory before tendering the work	Clause No-44: Any contractor who does not accept these conditions shall not be allowed to tender for works.
Employment of scarcity labor	Clause No-45: If ASCL declares a state of scarcity or famine to exist in any village situated within 10 miles of the work, the contractor shall employ upon such parts of work, as are suitable for unskilled labor, any person certified to him by the Project Engineer, or be any person to whom the Project Engineer may have delegated this duty in writing to be in need of relief and shall be bound to pay to such person wages not below the minimum which government may have fixed in this behalf. Any disputes which may arise in connection with the implementation of this clause shall be decided by the Project Engineer whose decision shall be final and binding on the contractor

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	<p>Clause No-46: The price quoted by the contractor shall not in any case exceed the control price, if any, fixed by the UP PWD or reasonable price which it is permissible for him to charge a private purchaser for the same class and description, the controlled price or the price permissible under the hoarding and Profiteering Ordinance, 1948 as amended from time to time, if the price quoted exceeds the controlled price or the price permissible under the Hoarding and Profiteering Ordinance, 1948 as amended from time to time, if the price quoted exceeds the controlled price or the price permissible under Hoarding And Profiteering Prevention Ordinance, the contractor will specifically mention this fact in his tender along with the reasons for quoting such higher prices. The purchaser at his description will in such case exercise the right of revising the price at any stage so as to confirm with the control price on the permissible under the Hoarding and Profiteering Prevention Ordinance. This discretion will be exercised without prejudice to any other action that may be taken against the contractor</p>
	<p>Clause No -47: The rates to be quoted by the contractor must be exclusive of GST Taxes in respect of work Contract.</p>
	<p>Clause No -48: In case of materials that may remain surplus with the contractor from those issued for the work contracted for, the date of ascertainment of the materials being surplus will be taken as the date of sale for the purpose of Sales Tax and the Sales Tax will be recovered on such sale</p>
	<p>Clause No-49: The contractor shall employ at least 80 percent of the total number of unskilled labor to be employed by him on the said work from out of the persons ordinarily residing in the district in which site of the said work is located.</p> <p>Provided, however; that if the required number of unskilled labor from that district is not available, the contractor shall in the first instance employ such number of persons as in available and thereafter may with previous permission in writing of the Project Engineer-in-charge of the said work, obtain the rest of the requirement of unskilled labor from outside district.</p>
	<p>Clause No -50: Wages to be paid to the skilled and unskilled laborers engaged by the Contractor. The contractor shall pay the laborer's skilled and unskilled according to the wages prescribed by the Minimum Wages Act of 1948 applicable to the area in which the work of the contract is located.</p> <p>The contractor shall comply with the provisions of the Apprentices Act 1961 and the rules and Orders issued there under from time to time, if he fails to do so, his failure will be a breach of the contract and the Project Engineer, may in his discretion, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provision of Act. The contractor shall pay the laborer's skilled and unskilled according to wages prescribed by Minimum Wages Act applicable to the area in which the work lies</p>
	<p>Clause No -51: All amounts whatsoever which the contractor is liable to pay to the Corporation in connection with the execution of the work including the amount payable in respect of (i) materials and or stores supplied/issued hereunder by the Corporation to the Contractor (ii) hire charges in respect of heavy plant, machinery and equipment given on hire by the Corporation to the contractor for execution by him of the work and/or on which advances have been given by the Corporation to the contractor shall be deemed to be arrears of the Land Revenue and the Corporation may without prejudice to any other rights and remedies of the Corporation recover the same from the contractor as arrears of revenue</p>

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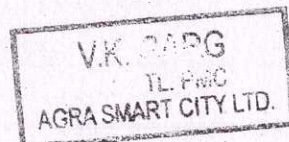
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	<p>Clause No -52: The contractor shall duly comply with all the provisions of the Contract Labor (Regulation and Abolition) Act, 1970 (37 of 1970) as amended from time to time and all other relevant status and statutory provision concerning payment of wages particularly to workmen employed by the contractor and working on the site of the work. In particular, the contractor shall pay wages to each worker employed by him on the site of the work. If the contractor fails or neglect to pay wages at the said rates or makes short payment and the ASCL makes such payment of wages in full or part thereof less paid by the contractor, as the case may be, the amount so paid by the contractor to such workers shall be deemed to be arrears of land revenue and the corporation shall be entitled to recover the same as such from the contractor or deduct same from the amount payable by the corporation to the contractor hereunder or from any other amount payable by the ASCL to the contractor hereunder or from any other amounts Payable to him by the Corporation</p>
	<p>Clause No-53: The tendered rates shall be exclusive of Applicable GST taxes, in respect of work contract.</p>
	<p>Clause No-54: If the project is shelved by the Corporation before commencement, the contractor will have no right to claim any loses or compensation due to the same and for whatsoever reasons.</p>
	<p>Clause No-55: All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the work (whether during progress of the works or after their completion and whether before or after the determination, abandonment or breach of the contract) shall be referred to and settled by Project Engineer. But if the contractor be dissatisfied with the decision of the Chief Executive Officer ASCL or as to withholding by the Project Engineer of any certificate of the Project Engineer or as to withholding by the Project Engineer of any certificate to which the contractor may within 60 days after receiving notice of such decision give a return notice to the other party requiring that / may claim to entitled them and in any such case the contractor such matters in disputes be referred to in an appeal before a Committee as mentioned below. Such return notice shall specify the manner which are in disputes and such disputes or difference of which such notice has been given and no other shall be and is hereby referred to Committee consisting of the Chief Executive Officer ASCL, the decision taken by the committee will be final and binding on both the parties. Such reference except as to the withholding of any certificate to which the contractor to be entitled shall not be opened or entered upon until after the completion or alleged completion of the works or until after the practical cessation of the works arising from any cause unless with the written consent of the Project Engineer. Provided always that the Corporation shall not withhold the payment of an interim certificate nor the contractor in any way delay the carrying out of the works by reason of any such matters, question or dispute being referred to the Committee but shall, proceed with the work with all the diligence and shall, until the decision of the Committee abide by the decision of the Project Engineer and no award of the Committee shall relieve the contractor of his obligations to adhere strictly to Project Engineer's instructions with regard to the actual carrying out of the works. The Owner and the contractor hereby also agree that the said reference to the Committee under this clause shall be a condition precedent to any right of action under the Contract</p>
	<p>Clause 56: Contractor shall take out necessary Insurance Policy / policies for all workmen, labor employed on site so as to provide adequate Insurance cover for execution of the awarded contract work from National Insurance Co Ltd. Insurance Policy/policies taken out from any other company will not be accepted. He shall submit the receipt of premium to ASCL before work commencement</p>

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ADDITIONAL GENERAL CONDITIONS AND SPECIFICATIONS

NOTE: These are to apply as additional specifications and conditions, unless otherwise already provided for contradictorily else-where in this contract.

CONTRACTOR TO INFORM HIM SELFFULLY:

The Contractor shall be deemed to have carefully examined the work and site conditions including labor, the general and the special conditions, specifications, schedules and drawings and shall be deemed to have visited the site of the work and to have fully informed himself regarding the local conditions and carried out his own investigations to arrive at rates quoted in the tender. In this regard, he will be given necessary information to the best of knowledge of Department but without any guarantee about it.

ERRORS, OMISSION AND DISCREPANCIES:

a) In case of errors, omissions and /or disagreements between written and scaled dimensions on the drawing or between drawing and specifications etc. the following order of preference shall apply.

- (i) Between actual scaled and written dimensions or descriptions on a drawing the latter shall be adopted.
- (ii) Between the written or shown description of dimensions in the drawing and corresponding one in the specifications, the latter shall apply.
- (iii) Between the quantities shown in schedule of quantities and those arrived at from the drawings, the latter shall apply.
- (iv) Between the written description of the item in the schedule of quantities and the detailed description in the specifications of the same items, the latter shall apply.

b) In case of difference between the rates written in figures and words, the rate adopted by the contractor for working out the total amount of the item will be taken as correct. In order cases correct rates would be that, which is lower.

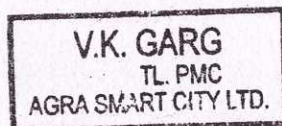
In all cases of omissions and / or doubts or discrepancies in the dimensions or descriptions of any item or specifications, a reference shall be made to the Project Engineer, ASCL whose elucidation, elaboration or decision shall be considered as authentic. The contractor shall be held responsible for any errors that may occur in the work through lack of such reference and precaution.

WORKING METHODS AND PROGRESS SCHEDULES:

(a) Contractor shall submit within times stipulated by the Engineer, in writing the details of actual methods that would be adopted by the contractor for the execution of any items as required by Engineer, at each of the location, supported by necessary detailed drawings and sketches including those of the Plant and Machinery that would be used, their locations, arrangement for conveying and handling materials etc. and obtain prior approval of the Engineer-in-charge well in advance of starting of such item of work. The Engineer-in-charge reserves the right to suggest modifications or make complete changes in the method proposed

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by the contractor, whether accepted previously or not, at any stage of work, to obtain the desired accuracy, quantity and progress of the work which shall be binding on the contractor, and no claim on account of such change in method of execution will be entertained by corporation so long as specifications of the item remain unaltered.

PROGRESS SCHEDULE

(b) The Contractor shall furnish within the period stipulated in writing by the Engineer-in-charge, of the order to start the work, a progress schedule in quadruplicate indicating the date of actual start, the monthly progress expected to be achieved and the anticipated completion date of each major item of work to be done by him, also indicating dates of procurement and setting up the materials, plant and machinery. The Schedule is to be such as is practicable of achievement towards the completion of the whole work in the time limit, the particular items, if any on the due dates specified in the contract and shall have the approval of the Engineer-in-Charge. No revised schedule shall be operative without such acceptance in writing. The Engineer is further empowered to ask for more detailed schedule or schedules say; week by week for any item or items, in case of urgency of work as will be directed by him and the contractor shall supply the same as and when asked for.

(c) The contractor shall furnish sufficient plant, equipment and labor as may be necessary to maintain the progress of schedule. The working and shift hours restricted to one shift a day for operations to be done under the corporation supervision shall be such as may be approved by the Engineer-in-charge. They shall not be varied without the prior approval of the Engineer.

Night work which requires supervision shall not be permitted except when specifically allowed by Engineer each time, if requested by the contractor. The contractor shall provide necessary lighting arrangements etc. for night work as directed by Engineers without extra cost.

(d) Further, the contractor shall submit the progress report of work in prescribed forms charts etc. at periodical intervals, as may be specified by the Engineer-in-charge. Schedule shall be in forms of progress charts, forms, progress statement and /or reports as may be approved by the Engineer.

(e) The contractor shall maintain Performa, charts; details regarding machinery equipment, labor, materials, personnel etc. as may be specified by the Engineer and submit periodical returns thereof as may be specified by the Engineer-in-charge.

AGENT AND WORK ORDER BOOK

The Contractor shall himself manage the work or engage an authorized all-time agent on the work capable of managing and guiding the work and understanding the specifications and contract condition. A qualified and experienced, Engineer shall be provided by the contractor as his agent for technical matters in case the Engineer-in-charge considers this as essential for the work and so directs contracts. He will take orders as will be given by the Project Engineer or his representatives and shall be responsible for carrying them out. This agent shall not be changed without prior intimation to the Project Engineer and his representatives on the work site. The contractor shall supply to the Engineer the details of all supervisory and other staff employed by the contractor and notify changes when made, and satisfy the unquestionable right to ask for change in the quality and numbers of contractor's supervisory staff and to order removal from work of any of such staff. The contractor shall comply with such orders and effect replacements to the satisfaction of the Engineer.

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A work order book shall be maintained on site and it shall be the property of corporation and the Contractor shall promptly sign orders given therein by Project Engineer or his representative and his superior offices, and comply with them. The compliance shall be reported by the contractor to the Engineer in good time so that it can be checked. The blank work order book with machine numbered pages will be provided by the corporation free of charge for this purpose. The contractor will be allowed to copy out instructions therein from time to time.

INITIAL MEASUREMENTS FOR RECORD:

Where, for proper measurement of the work, it is necessary to have an initial set of levels or other measurement taken, the same as recorded in the authorized field book or measurement book of corporation by the Engineer or his authorized representative will be signed by the contractor who will be entitled to have a true copy of the same made at his cost. Any failure on the part of the contractor to get such levels etc. recorded before starting the work will render him liable to accept the decision of the Engineer as to the basis of taking measurement. Likewise the contractor will not cover any work which will render its subsequent measurements difficult or impossible without first getting the same jointly measured by himself and the authorized representative of the Project Engineer. The record of such measurements on the corporation side will be signed by the contractor and he will be entitled to have a true copy of the same made at his cost.

HANDLING OVER THE WORK

All the work and materials before finally taken over by Corporation will be entire liability of the Contractor for guarding, maintaining and making good any damages of any magnitude. Interim payments made for such work will not alter this position. The handling over by the contractor and taking over by the Project Engineer or his authorized representative will be always in writing, copies of which will go to the Project Engineer or his authorized representative and the contractor. It is, however understood that before taking over such work, Corporation will not put it into regular use as distinct from causal or incidental one, except as specifically mentioned elsewhere in this contract, or as mutually agreed to.

ASSISTANCE IN PROCURING PRIORITIES, PERMITSETC

The Engineer, on a written request by the contractor, will if in his opinion, the request is reasonable and in the interest of work and its progress, assist the contractor in securing, the priorities for deliveries, transport permits for controlled materials etc. where such are needed. The Corporation, will not, however be responsible for the non-availability of such facilities or delay in this behalf and no claims on account of such failures or delays shall be allowed by the Corporation.

The Contractor shall have to make his own arrangement for machinery required for the work. However, such machinery conveniently available with the Corporation may be spared as the ruled in force on recovery of necessary Security Deposit and rent agreement in the prescribed form. Such an agreement shall be independent of this contract and the supply of machinery shall not form a ground for any claim or extension of time limit for this work.

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SAMPLES AND TESTING OF MATERIALS

- (a) All materials to be used on work shall be got approved in advance from the Engineer-in-charge and shall pass the test and or analysis required by him, which will be (a) as specified in the specification for the item concerned and or as specified by the Indian Road Congress Standard Specification (b) Code of Practice for Road and Bridges or (c) I.S.I. Specifications (Whichever and wherever applicable) or (d) such recognized Specifications accepted to Engineer-in-Charge as equivalent thereto or in absence of such recognized Specifications (e) such requirement test and or analysis as may be specified by the Engineer-in-Charge in order of precedence given above.
- (b) The contractor shall at his risk and cost make all arrangements and /or shall provide for all such facilities as the Engineer-in-charge may require for collecting preparing required number of samples for tests or for analysis at such item and to such places may be directed by the Engineer and bear all charges and cost of testing. Such samples shall also be deposited with the Engineer-in-Charge.
- (c) The contractor shall if and when required submit at his cost the samples of materials to be tested or analysis and if, so directed, shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and the materials, finally accepted by the Engineer-in-charge.
- (d) The contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of the materials.
- (e) The contractor or his authorized representative will be allowed to remain present in the departmental laboratory while testing samples furnished by him. However, the results of all tests carried out in the departmental laboratory in the presence or absence of the contractor or his authorized representative will be binding on the contractor.
- (f) Cost of routine day to day quality control testing charges for tests required as per specifications will be borne by contractor by sending the same to the concerned laboratories or by establishing laboratory at site.

CO-ORDINATION:

When several agencies for different sub work of the Project are to work simultaneously on the timely completion of the whole Project smoothly, the scheduled dated for completion specified in each contract shall therefore be strictly adhered to. Each contractor may make his independent arrangement for water, power, housing etc. if they so desired. On the other hand, the contractor is at liberty to mutual agreement in this behalf and makes joint arrangements with the approval of the Engineer. No single contractor shall take or cause to be taken any steps or action that may cause disruption discontent, or disturbance of work labor or arrangement etc. of other contractor in the Project localities. Any action by any contractor which the Engineer in his unquestioned

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