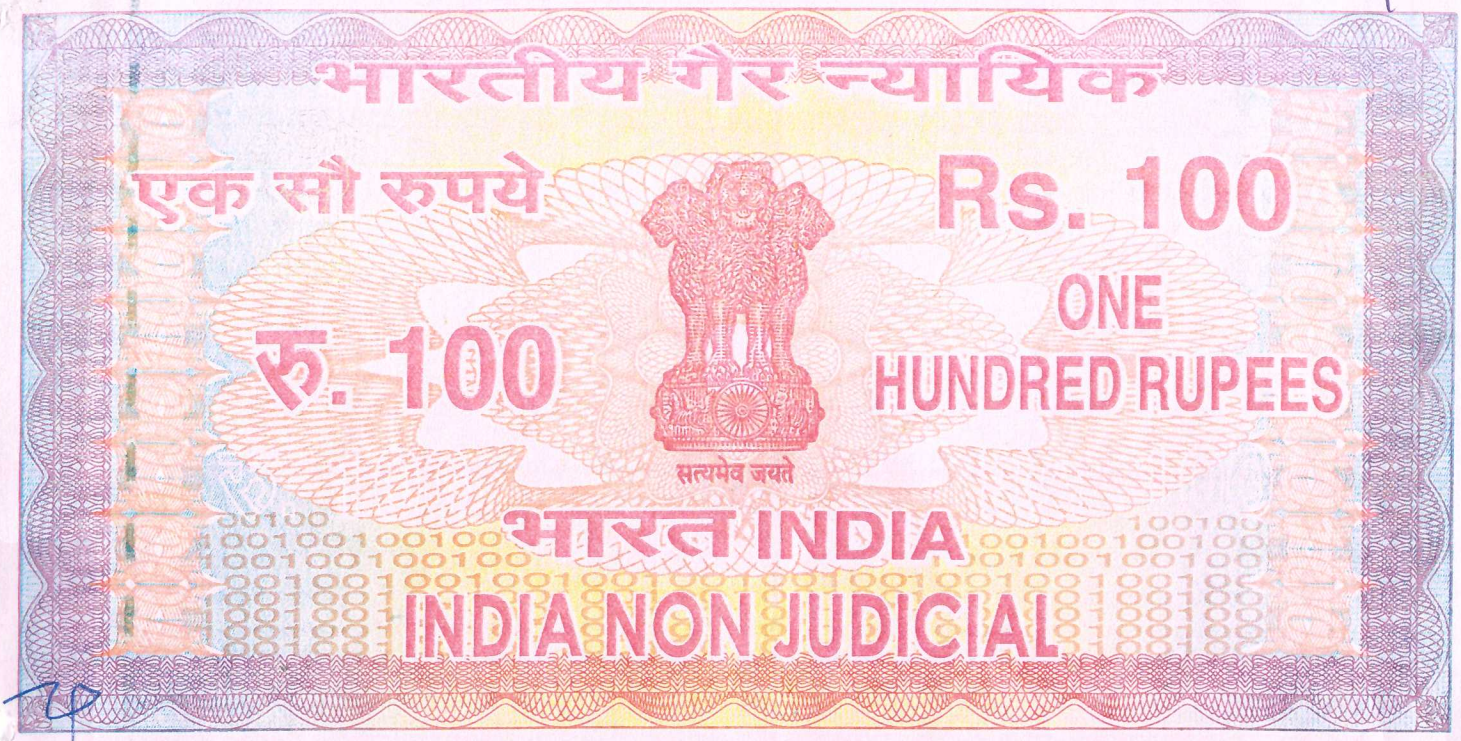


उत्तर प्रदेश UTTAR PRADESH

EF 533890

18 JUN 2018

AGREEMENT

Today on this date 26th July 2018, this agreement is executed between

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

Part 2: M/s Radhika-RPG-Aarpee infra (JV) (Contractor), 58, Defence Estate, Gwalior Road, Agra (UP) – 282001.

It is evident that the minimum quoted bid for the project, **"Beautification and streetscaping of Fatehabad Road including operation and maintenance of 05 Five years"** have been received from M/s **Radhika-RPG-Aarpee infra (JV) (Contractor)**, which is 0.05% below from estimated cost, amounting to Rs. 93,70,23,753.75. (Excluding GST+1% Labour Cess) and that this has been approved by the Chairman, ASCL and intimated the contractor vide letter no. 267/ASCL/2018-19, dated 5/7/18.

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.

Radhika-RPG-Aarpee infra Auth. Sign. AGRA

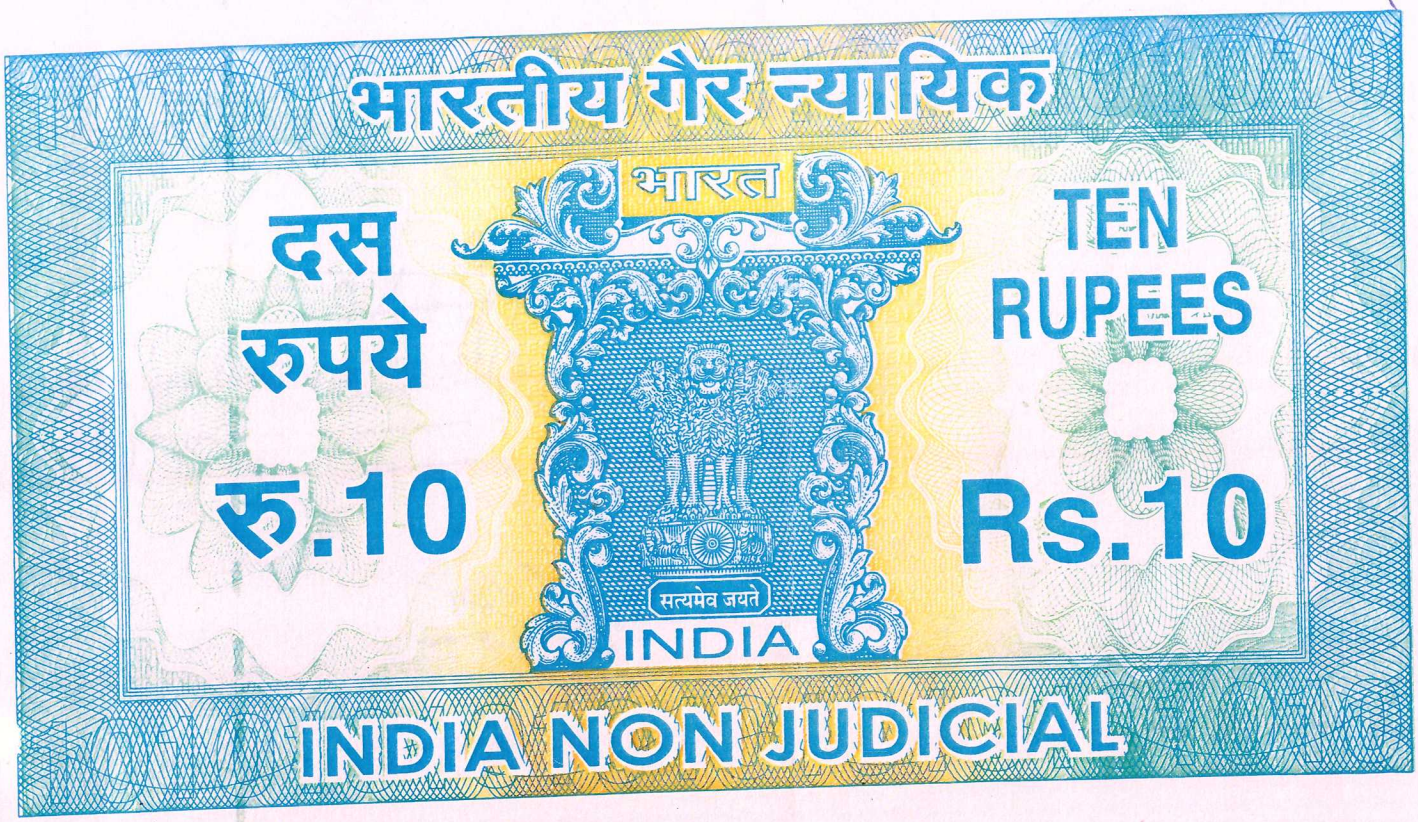
V.K. GABA TL. PMC AGRA SMART CITY LTD

A.S. Rathore G.M Agra Smart City Limited

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3. That the contractor has submitted FDR No: 0008566,0008567,0008572,0008573,0008575 amounting to Rs. 4,68,51,500.00 dated 12/07/2018 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. Since contractor has deposited security deposit 5% as above hence clause no 43 of GCC shall stand null and void.
4. That the detailed conditions of GCC (General Conditions of Contract) PWD Uttar Pradesh 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 1st August, 2018 and the date of completion shall be 31st July, 2019.
6. Defect liability period and Operation & maintenance period will be calculated from date of completion.
7. Before signing the First and Final bill/Running Account bill/Final bill, the ASCL should see that:
   a) The statutory deduction on account of income tax, wherever due, has been made from the bill of the contractor, and
   b) Deduction of Building and other Workers' Cess Act 1996 Cess Act is a there is a statutory provision for deduction of tax at source ie. from contractor's bill.
   c) 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.
   d) 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.
      i. 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).
      ii. 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.
      iii. 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.
      iv. 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.

Auth. Sign
AGRA
V.K. GARG
AGRA SMART CITY LTD.
A.S. Rahate
GM
Agra Smart City Limited



उत्तर प्रदेश UTTAR PRADESH

48AD 729962

Undertaking

Letter of Oath / from undertaking **M/s Radhika-RPG-Arpee infra (JV) (Contractor),** 58,Defence Estate, Gwalior Road, Agra (UP) – 282002 age 45 I, swearer, sworn to take following undertaking:

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

   Name of work: **"Beautification and streetscaping of Fatehabad Road including operation and maintenance of 05 Five years"**

2. That this agreement is being executed on Rs. 100 stamp paper in sequence of G.O. number वि0क0नि0–5–1712/ग्यारह–2006–500 (डक्यू–29)/2005, dated 2 May, 2006 and in reference to letter no. सं0–8538शा/41 स्टाम्प रजि. शुल्क/नि0से0/96–97 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.

Radhika-RPG-Arpee Infra
Auth. Sign.
AGRA

Contractor/Swearer

Section 4 Conditions of Contract
Part – I General Conditions of Contract

These conditions are subject to the variations and additions set out in Part II Special Conditions of Contract

Notes on Conditions of Contract

The Conditions of Contract, read in conjunction with Part II Special Conditions of Contract and the Contract Data and other documents listed therein, should be a complete document expressing fairly the rights and obligations of both parties.

The form of Conditions of Contract that follows has been developed for smaller admeasurements contracts for construction on the basis of international practice and the practice of the Government of India, Ministry of Road Transport and Highways, and considerable experience in different States in India in the drafting and management of contracts, bearing in mind a trend in the construction industry towards simpler, more straightforward language.

The Conditions of Contract also incorporate the concept of performance-based payments for routine maintenance of roads

Padmini-RPG-Aarpee Ltd. Auth. Sign. AGRA

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A.S. Rathore GM Agra Smart City Limited

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...Agra Smart City

Section 4

Part I General Conditions of Contract

A. General

1. Definitions

1.1. Terms, which are defined in the Contract Data, are not also defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid.

Compensation Events are those defined in Clause 40 hereunder.

The Completion Date is the date of completion of the Works as certified by the Engineer, in accordance with Clause 48.1.

The Contract is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in Clause 2.3.

The Contract Data defines the documents and other information, which comprise the Contract.

The Contractor is a person or corporate body whose Bid to carry out the Works, including routine maintenance, has been accepted by the Employer.

The Contractor's Bid is the completed bidding document submitted by the Contractor to the Employer.

The Contract Price is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

Days are calendar days; months are calendar months.

A Defect is any part of the Works not completed in accordance with the Contract.

The Defects Liability Certificate is the certificate issued by Engineer, after the Defect Liability Period has ended and upon correction of Defects by the Contractor.

The Defects Liability Period is Two years calculated from the Completion Date.

Drawings include calculations and other information provided or approved by the Engineer for the execution of the Contract.

The Employer is the party as defined in the Contract Data, who employs the Contractor to carry out the Works, including Routine maintenance,. The Employer may delegate any or all functions to a person or body nominated by him for specified Functions.

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The Engineer is the person named in the Contract Data (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Engineer) who is responsible for supervising the execution of the Works and administering the Contract.

EquiNoonent is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

The Initial Contract Price is the Contract Price listed in the Employer's Letter of Acceptance.

The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works.

The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Engineer by issuing an extension of time.

Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.

Plant is any integral part of the Works that shall have a mechanical, electrical, electronic, chemical, or biological function.

The Site is the area defined as such in the Contract Data.

Site Investigation Reports are those that were included in the bidding documents and are reports about the surface and subsurface conditions at the Site.

Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Engineer.

The Start Date is given in the Contract Data. It is the date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.

A Sub-Contractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the construction work in the Contract, which includes work on the Site.

Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.

A. Variation is an instruction given by the Engineer, which varies the Works. The Works, as defined in the Contract Data, are what the Contract requires the Contractor to construct, install, maintain, and turn over to the Employer. Routine maintenance is defined separately.

2. Interpretation

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In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Engineer will provide instructions clarifying queries about these Conditions of Contract.

If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

The documents forming the Contract shall be interpreted in the following order of priority:

(1) Agreement,
(2) Notice to Proceed with the Work,
(3) Letter of Acceptance,
(4) Contractor's Bid
(5) Contract Data,
(6) Special Conditions of Contract Part II,
(7) General Conditions of Contract Part I,
(8) Specifications,
(9) Drawings,
(10) Bill of Quantities, and
(11) Any other document listed in the Contract Data.

3. Language and Law.

The language of the Contract and the law governing the Contract are stated in the Contract Data.

4. Engineer's Decisions

Except where otherwise specifically stated, the Engineer will decide contractual matters between the Employer and the Contractor in the role representing the Employer. However, if the Engineer is required under the rules and regulations and orders of the Employer to obtain approval of some other authorities for specific actions, he will so obtain the approval.

Except as expressly stated in the Contract, the Engineer shall not have any authority to relieve the Contractor of any of his obligations under the contract.

5. Delegation

The Engineer, with the approval of the Employer, may delegate any of his duties and responsibilities to other people, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.

6. Communications

All Certificate, notices or instructions to be given to the contractor by Employer / Engineer shall be sent on the address or contact details given by the contractor in Section 6- Form of Bid. The address and contact details for

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GM
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communication with the Employer/ Engineer shall be as per the details given Contract Data to GCC. Communications between parties that are referred to in the conditions shall be in writing. The Notice sent by Facsimile (fax) or other electronic means shall be effective on confirmation of the transmission. The Notice sent by Registered post or Speed post shall be effective on delivery or at the expiry of the normal delivery period as undertaken by the postal service.

7. Subcontracting

7.1- The contractor may subcontract part of the construction work with the approval of the Employer in writing, up to 25% of the contract price but will not assign the Contract. Subcontracting shall not alter the contractor's obligations.

Beyond what has been stated in clauses 7.1, if the contractor proposes sub contracting any part of the work during execution of the works, because of some unforeseen circumstances to enable him to complete the work as per terms of the contract, the Employer will consider the following before according approval:

a. The Contractor shall not sub-contract the whole of the works.
b. The Contractor shall not sub-contract any part of the work without prior consent of the Employer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any his sub-contractor, his agents or workmen as fully as if they were the acts, defaults or neglects of the Contractor, his agents and workmen.

The Engineer should satisfy himself before recommending to the Employer whether

a. The circumstances warrant such sub-contracting: and
b. The sub-contractor so proposed for the work possess the experience, qualification and equipment necessary for the job proposed to be entrusted to him in proportion of the Quantum of works to be sub-contracted.

8. Other Contractors

The contractor shall co-operate and share the site with other contractors. Public authority's utilities and the employer between the dates given in the schedule of other contractors, as referred to in the contract data. The contractor shall also provide facilities and services for them as described in the schedule. The employer may modify the schedule of other contractor, and shall notify the contractor of any such modification.

The contractor should take up the work in convenient reaches as decided by the Engineer to ensure there is least hindrance to the smooth flow of traffic including movement of vehicles and equipment of other contractors till the completion of the works.

9. Personnel

The Contractor shall employ for the construction work and routine maintenance the technical personnel named in the Contract Data or other technical persons approved by the Engineer. The Engineer will approve any proposed replacement of technical personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel stated in the Contract Data.

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If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the Works in the Contract.

The Contractor shall not employ any retired Gazetted officer who has worked in the Engineering Department of the State Government and has either not completed two years after the date of retirement or has not obtained State Government's permission to employment with the Contractor.

10. Employer's and Contractor's Risks

The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks that this Contract states are Contractor's risks .

11. Employer's Risks

The Employer is responsible for the excepted risks which are (a) in so far as they directly affect the execution of the Works in the Employer's country, the risks of war, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot commotion or disorder (unless restricted to the Contractor's employees), natural calamities and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive, or (b) a cause due solely to the design of the Works, other than the Contractor's design.

12. Contractor's Risks

All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks, referred to in clause 11.1, are the responsibility of the Contractor.

13. Insurance

The Contractor at his cost shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the date of completion, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:

a) loss of or damage to the Works, Plant and Materials;
b) loss of or damage to equipment;
c) loss of or damage to property (except the Works, Plant, Materials, and equipment) in connection with the Contract; and
d) Personal injury or death.

Insurance policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the completion date/ Start Date. All such insurance shall provide for compensation to be payable in Indian Rupees to rectify the loss or damage incurred.

(a) The Contractor at his cost shall also provide, in the joint names of the Employer and the Contractor, insurance cover from the date of completion to the end of defect liability period, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:
(a) Personal injury or death.

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(b) Insurance policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the completion date/ start date. All such insurance shall provide for compensation to be payable in Indian Rupees.
Alterations to the terms of insurance shall not be made without the approval of the Engineer.
Both parties shall comply with any conditions of the insurance policies.

14. Site Investigation Reports

The Contractor, in preparing the Bid, may rely on any Site Investigation Reports referred to in the Contract Data, supplemented by any other information available to him, before submitting the bid.

15. Queries about the Contract Data

The Engineer will clarify queries on the Contract Data.

16. Contractor to Construct the Works

The Contractor shall construct, and install and maintain the Works in accordance with the Specifications and Drawings.
The contractor shall construct the works with intermediate technology, i.e., by manual means with medium input of machinery required to ensure the quality of works as per specifications. The contactor shall deploy the equipment and machinery as given in Contract Data.

1. The Works to Be Completed by the Intended Completion Date

The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Programme submitted by the Contractor, as updated with the approval of the Engineer, and complete them by the Intended Completion Date.

2. Approval by the Engineer

The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Engineer, who is to approve them.

The Contractor shall be responsible for design of Temporary Works.
The Engineer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Engineer before their use.

3. Safety

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

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4. Discoveries

Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Engineer of such discoveries and carry out the Engineer's instructions for dealing with them.

21. Possession of the Site

The Employer shall handover complete or part possession of the site to the Contractor 7 days in advance of construction program. At the start of the work, the employer shall handover the possession of at-least 75% of the site.

22. Access to the Site

The Contractor shall allow access to the Site and to any place where work in connection with the Contract is being carried out, or is intended to be carried out to the engineer and any person/persons/agency authorized by:

a. The Engineer
b. The Employer
c. The Ministry of Rural Development, Government of India.
d. National Rural Roads Development Agency, New Delhi

23. Instructions

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

24. Dispute Redressal System

If any dispute or difference of any kind what-so-ever shall arises in connection with or arising out of this Contract or the execution of Works or maintenance of the Works there under, whether before its commencement or during the progress of Works or after the termination, abandonment or breach of the Contract, it shall, in the first instance, be referred for settlement to the competent authority, described along with their powers in the Contract Data, above the rank of the Engineer, The competent authority shall, within a period of forty-five days after being requested in writing by the Contractor to do so, convey his decision to the Contractor. Such decision in respect of every matter so referred shall, subject to review as hereinafter provided, be final and binding upon the Contractor. In case the Works is already in progress, the Contractor shall proceed with the execution of the Works, including maintenance thereof, pending receipt of the decision of the competent authority as aforesaid, with all due diligence.

Either party will have the right of appeal, against the decision of the competent authority, to the arbitration if the amount appealed exceeds rupees one lakh.

25. Procedure for Resolution of Disputes

25.0.1. The Competent Authority mentioned in clause 24.1 shall give a decision in writing within 45 days of receipt of a notification of a dispute.

25.0.2. Either party may refer a decision of the Competent Authority to Arbitration within 28 days of the Competent Authority's written decision. Arbitration shall be under the Arbitration and Conciliation Act 1996. If neither party refers the

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A.S. Rathore GM Agra Smart City Limited

dispute to Arbitration within the above 28 days, the Competent Authority's decision will be final and binding.

25.0.3. The Arbitration shall be conducted in accordance with the following procedure, in case Initial Contract Price is more than Rs. 5 Crore or the Contractor is a Foreign Contractor, who has bid under ICB:-

a) In case of a decision of the Competent Authority in a dispute or difference arising between the Employer and a Contractor relating to any matter arising out of or connected with this Agreement, the matter will be referred to an Arbitral Tribunal. The Arbitral Tribunal shall consist of three Arbitrators, one each to be appointed by the Employer and the contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties and shall act as presiding Arbitrator. In case of failure of the two Arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Arbitrator appointed subsequently, the presiding Arbitrator shall be appointed by the Chairman of the Executive Committee of the Indian Roads Congress.

b) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the Chairman of the Executive Committee of the Indian Roads Congress shall appoint the arbitrator.
A certified copy of the order of the Chairman of the Executive Committee of the Indian Roads Congress, making such an appointment shall be furnished to each of the parties.

c) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitral Tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.
Where the Initial Contract Price as mentioned in the Acceptance Letter is Rs. 5 Crore and below, disputes and differences in which an Adjudicator has given a decision shall be referred to a sole Arbitrator. The sole Arbitrator would be appointed by the agreement between the parties; failing such agreement within 15 days of the reference to arbitration, by the appointing authority, namely the Chairman of the Executive Committee of the Indian Road Congress.
Arbitration proceedings shall be held at Agra (U.P.) , India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
Performance under the contract shall continue even after reference to the arbitration and payments due to the contractor by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.

B. TIME CONTROL

26. Programme

Within the time stated in the Contract Data, the Contractor shall submit to the Engineer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works, along with monthly cash flow forecasts for the construction of works.

Rajnika-RPG-Aarpee JV Auth. Sign. AGRA

V.K. GARG TL SMART CITY AGRA

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The Contractor shall submit the list of equipment and machinery being brought to site, the list of key personnel being deployed, the list of machinery/ equipments being placed in field laboratory and the location of field laboratory along with the Program. The Engineer shall cause these details to be verified at each appropriate stage of the program.

An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining Works, including any changes to the sequence of the activities.

The Contractor shall submit to the Engineer for approval an updated Program at intervals of *60 Days* no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Program within this period, the Engineer may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted.

The Engineer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Engineer again at any time. A revised Program shall show the effect of Variations and Compensation Events.

27. Extension of the Intended Completion Date

The Engineer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining Works, which would cause the Contractor to incur additional cost

The Engineer shall decide whether and by how much time to extend the Intended Completion Date within 21 days of the Contractor asking the Engineer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

28. Delays Ordered by the Engineer

The Superintending Engineer may instruct the Contractor to delay the start or progress of any activity within the Works. Delay/delays totaling more than 30 days will require prior written approval of the Employer.

29. Management Meetings

The Engineer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the plans for the Works.

29.1.1. The Engineer shall record the business of management meetings and provide copies of the record to those attending the meeting. The responsibility of the parties for actions to be taken shall be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all those who attended the meeting.

C. *Quality Control*

30. Identifying Defects

V.K. GARG TL PMC

Rajdhani-RPG-Agra Auth. Sign. AGRA

A.S. Rathore

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

31. Tests

For Carrying out mandatory tests as prescribed in the specification. The Contractor shall establish field laboratory at the location decided by Engineer. The field laboratory will have minimum equipment as specified in the Contract Data. The contractor shall be solely responsible for :

a. Carrying out the mandatory tests prescribed in the Specifications, and
b. For the correctness of the test results, whether preformed in his laboratory or elsewhere.

If the Engineer instructs the Contractor to carry out a test not specified in the Specification/ Rural Roads Manual to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples.

32. Correction of Defects noticed during the Defect Liability Period for two year.

32.0.1. The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion of work. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

32.0.2. Every time notice of Defect/Defects is given, the Contractor shall correct the notified Defect/Defects within the duration of time specified by the Engineer"s notice.

The RFI system will be followed for execution of work.

33. Uncorrected Defects

If the Contractor has not corrected a Defect pertaining to the Defect Liability Period under clause 32.1.1 and of these Conditions of Contract, to the satisfaction of the Engineer, within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected, and the Contractor will pay this amount, on correction of the Defect.

D. *Cost Control*

34. *Bill of Quantities*

The Bill of Quantities shall contain items for the construction, installation, testing, and commissioning, maintaining works, and lump sum figures for yearly routine maintenance for each of the five years separately, to be done by the Contractor.

The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item for the construction of roads. The payment to the Contractor is performance based for routine maintenance of roads.

35. Variations

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The Engineer shall, having regard to the scope of the Works and the sanctioned estimated cost, have power to order, in writing, Variations within the scope of the Works he considers necessary or advisable during the progress of the Works. Such Variations shall form part of the Contract and the Contractor shall carry them out and include them in updated Programs produced by the Contractor. Oral orders of the Engineer for Variations, unless followed by written confirmation, shall not be taken into account.

36. Payments for Variations

If rates for variation items are specified in Bill of Quantity, the contactor shall carry out such work at the same rate. This shall apply for variation only up to the limit prescribed in the contract data. If the variation exceeds this limit, the rates shall be derived under the provision of clause 36.3 for quantities (higher or lower) exceeding the deviation limit.

If the rates for Variation are not specified in the Bill of Quantities, the Engineer shall derive the rate from similar items in the Bill of Quantities.

If the rate for Variation item cannot be determined in the manner specified in Clause 36.1 or 36.2, the Contractor shall, within 14 days of the issue of order of variation work, inform the Engineer the rate which he proposes to claim, supported by analysis of the rates. The Engineer shall assess the quotation and determine the rate based on prevailing market rates within one month of the submission of the claim by the Contractor. As far as possible, the rate analysis shall be based on the standard data book and the current schedule of rates of the district public works division. The decision of the Engineer on the rate so determined shall be final and binding on the Contractor.

37. Cash Flow Forecasts

When the Program is updated, the Contractor shall provide the Engineer with an updated cash flow forecast.

38. Payment Certificates

The payment to the contractor will be as follows for construction work:

a) The Contractor shall submit to the Engineer fortnightly/ monthly statements of the value of the work executed less the cumulative amount certified previously supported with detailed measurement of the items of work executed in measurement books authorized by UP. P.W.D.
b) The Engineer shall check the Contractor's fortnightly/monthly statement within 14 days and certify the amount to be paid to the Contractor.
c) The value of work executed shall be determined, based on measurements by the Engineer.
d) The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.
e) The value of work executed shall also include the valuation of Variations and Compensation Events.

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f) The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

g) The Payment of final bill shall be governed by the provisions of clause 50 of GCC.

39. Payments

Payments shall be adjusted for deductions for advance payments security deposit, other recoveries in terms of the Contract and taxes at source, as applicable under the law. The Engineer shall pay the Contractor the amounts he had certified within 15 days of the date of each certificate.

The Employer may appoint another authority, as specified in the Contract Data (or any other competent person appointed by the Employer and notified to the contractor) to make payment certified by the Engineer.

Items of the Works for which no rate or price has been entered in the Bill of Quantities, will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

40. Compensation Events

The following shall be Compensation Events unless they are caused by the Contractor

a) The Engineer orders a delay or delays exceeding a total of 30 days.

b) The effects on the Contractor of any of the Employer's Risks.

If a Compensation Event would prevent the Works being completed before the Intended Completion Date, the Intended Completion Date shall be extended. The Engineer shall decide whether and by how much the Intended Completion Date shall be extended.

41. Tax

The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other levies, duties, royalties, cess, toll, taxes of Central and State Governments, local bodies and authorities that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

42. Currencies

All payments will be made in Indian Rupees.

43. Security Deposit/ Retention and Release of Performance Security and Security Deposit/ Retention.

The Employer shall retain security deposit of 5% of the amount from each payment due to the Contractor until completion of the whole of the construction Work. No. security deposit/ retention shall be retained from the payments for Routine maintenance of Works.

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On the completion of the whole of the construction Work half the total amount retained as Security Deposit is repaid to the contractor and half when the defect liability period has passed and the Engineer has certified that all defects notified by the Engineer to the contractor before the end of his period have been corrected.

The additional performance security for unbalanced bids as detailed in Clause 51 of Conditions of Contract is repaid to the contractor when the construction work is complete.

The performance security equal to the five percent of the contract price in Clause 51 of Conditions of contract is repaid to the contractor when the period of two years finished or defect liability period is over and the Engineer has certified that the contractor has satisfactorily carried out the Works.

If the contractor so desires then the Security Deposit can be converted into any interest bearing security of schedule commercial bank in the name of the Employer or National Saving Certificates duly pledged in favor of the Employer for Defect Liability Period.

44. Liquidated Damages

The Contractor shall pay liquidated damages to the Employer at the rate per week or part thereof stated in the Contract Data for the period that the Completion Date is later than the Intended Completion Date. Liquidated damages at the same rate shall be withheld if the Contractor fails to achieve the milestones prescribed in the Contract Data. However, in case the Contractor achieves next milestone the amount of the liquidated damages already withheld shall be restored to the Contractor by adjustment in the next payment certificate. The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's other liabilities.

If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate.

45. Advance Payment

The Employer will make the following advance payment to the contractor against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a Commercial bank acceptable to the Employer in amounts equal to the advance payment:

a) Mobilization advance up to 5 percent of the contract price.
b) equipment advance up to ninety percent of the cost of the new equipment brought to the site, subjects to a maximum of 10 percent of the contract price.

The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest will not be charged on advance payment.

The Contractor is to use the advance payment only to pay for equipment, plant and mobilization expenses required specifically for execution of works. The Contractor shall demonstrate the advance payment as been used in this way by supplying copies of invoices or other documents to the Engineer.

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The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor for the construction work, following the schedule of completed percentage of the work on payment basis. No account shall be taken of the advance payment or the repayment in assessing valuation of work done. Variations, price adjustments, Compensation events or liquidated damages.

46. Securities

The Performance Security equal to five percent of the contract price and additional security for unbalanced bids shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in the form given in the Contract Data and by a scheduled commercial bank. The Performance Security shall be valid until a date 45 days from the date of expiry of Defect Liability Period and the additional security for unbalanced bids shall be valid until a date 45 days from the date of issue of the certificate of completion.

47. Cost of Repairs

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

E. *Finishing the Contract*

48. Completion of Construction and Maintenance

The contractor shall request the Engineer to issue a certificate of completion of the construction of the works, and the Engineer will do so upon deciding that the works is completed.

49. Taking Over

The Employer shall take over the works within seven days of the Engineer issuing a certificate of completion of works.

50. Final Account

The contractor shall supply the Engineer with a detailed account of the total amount that the Contractor considers payable for works under the contract within 21 days of issue of certificate of completion of construction of works. The Engineer shall issue a defect liability certificate and certify any payment that is due to the correct and complete. If the account is not correct or complete, the engineer shall issue within 42 days a schedule that states the scope of the corrections or additions that are necessary. If the account is still unsatisfactory after it has been resubmitted, the Engineer shall decide on the amount payable to the contractor and issue a payment certificate with in 28 days of receiving the Contractor"s revised account. The payment of final bill for construction of works will be made within 14 days thereafter.

In case the account is not received within 21 days of issue of Certificate of Completion as provided in clause 50. I above, the engineer shall proceed to finalize the account and issue a payment certificate within 28 days. The payment of final bill for construction of works will be made within 14 days thereafter.

51. Operating and Maintenance Manuals

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If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.
If the Contractor does not supply the Drawings and/or manuals by the dates stated in the Contract Data, or they do not receive the Engineer's approval, the Engineer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

52. Termination

The Employer may terminate the Contract if the Contractor causes a fundamental breach of the Contract.
Fundamental breaches of Contract shall include, but shall not be limited to, the following:

a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Engineer;
b) the Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;
c) the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
d) the Contractor does not maintain a Security, which is required;
e) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in clause 44.1;
f) the Contractor fails to provide insurance cover as required under clause 13;
g) if the Contractor, in the judgment of the Employer, has engaged in the corrupt or fraudulent practice in competing for
or in executing the Contract. For the purpose of this clause, "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in Contract execution. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid process at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
h) if the Contractor has not completed at least thirty percent of the value of construction Work required to be completed after half of the completion period has elapsed;
i) if the Contractor fails to set up a field laboratory with the prescribed equipment, within the period specified in the Contract Data; and
j) Any other fundamental breaches as specified in the Contract Data.
k) if the Contractor fails to deploy machinery and equipment or personnel as specified in the contract Data at the
Appropriate time.

Notwithstanding the above, the Employer may terminate the Contract for convenience.

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If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

53. Payment upon Termination

If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done and Materials ordered less liquidated damages, if any less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the Contract Data. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be recovered from the security deposit, and performance security. If any amount is still left un-recovered it will be a debt payable to the Employer.

If the Contract is terminated at the Employer's convenience, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the Contract, and less taxes due to be deducted at source as per applicable law.

54. . Property

All Materials on the Site, Plant, equipment, Temporary Works, and Works shall be deemed to be the property of the Employer for use for completing balance construction work if the Contract is terminated because of the Contractor's default, till the Works is completed after which it will be transferred to the Contractor and credit, if any, given for its use.

55. Releases from Performance

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

F. Other Conditions of Contract

56. Labor

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labor, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labor from time to time employed by the Contractor on the Site and such other information as the Engineer may require.

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60. Criminals are prohibited from bidding

Any bidders having **criminal record** is not allowed to participate in the bidding process. Any person who is having criminal cases against him or involved in the **organized crime or gangster activities or Mafia or Goonda or Anti social activity** are strictly prohibited to participate in the bidding process. If it is established that any bidder has **criminal record, his bid shall be automatically cancelled.**

The bidder has to produced character certificate, Solvency certificate, self declared affidavit (on the prescribed Performa which is attached with the bid document) etc., issued by the competent authority in original with bid document.

61. Any bidder who is an Advocate and Registered with any State Bar Council Shall not be allowed to participate in the bidding. If it is established that the contractor is registered with the state bar council, **his bid shall be automatically cancelled.**

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Appendix to Part I -General Condition of Contract

SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER CONSTRUCTION WORK.

a) Workmen Compensation Act 1923: - The Act provides for compensation in case of injury by accident arising out of and during the course of employment.

b) Payment of Gratuity Act 1972: - Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed the prescribed minimum years (say, five years) of service or more or on death the rate of prescribed minimum days"(say, 15 days) wages for every completed year of service. The Act is applicable to all establishments employing the prescribed minimum number (say, 10) or more employees.

c) Employees P.F. and Miscellaneous Provision Act 1952: The Act Provides for monthly contributions by the Employer plus workers at the rate prescribed (say, 10% or 8.33%). The benefits payable under the Act are:

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

d) Maternity Benefit Act 1951: - The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.

e) Contract Labor (Regulation & Abolition) Act 1970: - The Act provides for certain welfare measures to be provided by the Contractor to contract labor and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ prescribed minimum (say 20) or more contract labor.

f) Minimum Wages Act 1948: - The Employer is to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Constructions of buildings, roads, runways are scheduled employment.

g) Payment of Wages Act 1936: - It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.

h) Equal Remuneration Act 1979: - The Act provides for payment of equal wages for work of equal nature to male and female workers and for not making discrimination against female employees in the matters of transfers, training and promotions etc.

i) Payment of Bonus Act 1965: - The Act is applicable to all establishments employing prescribed minimum (say, 20) or more workmen. The Act provides for payments of annual bonus within the prescribed range of percentage of wages to employees drawing up to the prescribed amount of wages, calculated in the prescribed manner. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. States may have different number of employment size.

j) Industrial Disputes Act 1947: - The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.

k) Industrial Employment (Standing Orders) Act 1946: - It is applicable to all establishments employing prescribed minimum (say, 100, or 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get these certified by the designated Authority.

l) Trade Unions Act 1926: - The Act lays down the procedure for registration of trade unions of workmen and Employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.

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m) Child Labor (Prohibition & Regulation) Act 1986: - The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulations of employment of children in all other occupations and processes. Employment of child labor is prohibited in building and construction industry.

n) Inter-State Migrant Workmen"s (Regulation of Employment & Conditions of Service) Act 1979: - The Act is applicable to an establishment which employs prescribed minimum (say, five) or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as Housing, Medical-Aid, Traveling expenses from home up to the establishment and back etc.

o) The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996: - All the establishments who carry on any building or other construction work and employs the prescribed minimum (say, 10) or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the building or construction work and other welfare measures, such as canteens, first-aid facilities, ambulance, housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

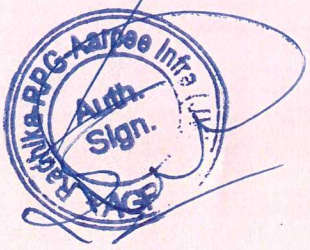
p) Factories Act 1948: - The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing the prescribed minimum (say, 10) persons Or more with aid of power or another prescribed minimum (say, 20) or more persons without The aid of power engaged in manufacturing process.

q) Arbitration and Conciliation Act, 1996: - The Act lays down the procedure for appointment of Arbitrator, Arbitration and conciliation, Jurisdiction of Arbitral Tribunals, Recourse against Arbitral award appeals.

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Conditions of Contract

Part – II Special Conditions of Contract

1. Contractors are advised to inspect the site of work before tendering.
2. All the works shall be carried out as per MORTH specifications/PWD detailed specification and instruction of Engineer-in-charge.
3. The conditional tender shall be liable to rejected.
4. Hiding of any information by contractor will result in rejection of his tender.
5. The quantities are liable to vary on either side to any extent as per actual requirement of work for which no claim whatsoever by the contractor shall be entertained.
6. Job mix for all granular and bituminous works will have to begot prepared from reputed institute as directed by Engineer-in-charge and submitted for approval by competent authority. The entire ingredient required for job mix will be collected and sealed in presence of Engineer-in-charge and sent for preparation of job mix. If during execution of work there is change in grading of stone Aggregate, fresh job mix is to be got prepared.
7. Payment of all bituminous works- will be made on the basis of least quantity Arrived as by the following method:-
   (I) Volume of bituminous work will be calculated by taking levels before and after the execution of particular activity at regular grids as prescribed by MORTH.
   (II) Mix in each tipper will be taken at contractors cost and divided by the actual average field density of the stretch of each day of work and deemed volume will be arrived at. However, the contractor must note that density of any point should not be less than the permissible limit with respect to job mix.
8. Any recovery imposed by Technical Audit cell or by higher authority will be deducted from contractors running final bills during execution of works and will be adjusted from performance security if final bill is processed during defect liability period.
9. All the defects appeared' during execution of work will have to be rectified as directed by Engineer in charge within shortest possible time. During defect liability period contractor will be deploy sufficient technical staff as mention in contract document for, proper maintenance of work. If contractor fails to attend the defects. Within reasonable time period, the same will be attended by department and all expenses so incurred will be adjusted from performance security of contractors.
10. The contractor will adopt CNOON/PERT to complete the project in time. A detailed program and weekly working program will have to be submitted by contractor regularly.
11. Contractor shall procure Bitumen from Indian Oil Corporation, Hindustan Petroleum and shall produce the original C.R.C. issued by the company at the time of claiming the payment for bitumen and get reconciled against consumption in each running 'bill. If bitumen brought by the contractor is less than the calculated quantity arrived at by the measured quantity of works, the difference in such quality will be deducted from contractor's bill.
12. For earth work, each borrow pit will have get to be approved from competent authority by furnishing all physical/chemical characteristic of earth of each borrow pit before start of work. The contractors are advised to survey the area to ascertain the availability of earth before tendering.

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13. MAINTENANCE DURING DEFECT LIABILITY PERIOD

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The Defect Liability for this work is 24 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.

During the operation and maintenance period 60 months 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 Security deposit (Bank Guarantee) 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.

Scope of Work in Operation and Maintenance Period

For R O Plant:

The AMC is for preventive as well as for break down maintenance and includes repair and replacement of the following parts free of charge during the AMC Period:-

Sr. No	Particulars	Replacement schedule
i.	All kinds of Filters	Once in year
ii.	Pre-filter candle	Once in year
iii.	Compressor	Once in 02 year
iv.	Thermostat	Once in 02 year
v.	Transformer	Replaced whenever required.
vi.	Relay	Replaced whenever required.
vii.	Carbon	Replaced whenever required.
viii.	Worn out parts	Replaced whenever required.
Ix.	All kind of pump	Once in 02 year
x.	All kind of plumbing items.	Once in 05 year
xi.	All kind of tanks	Once in 05 year
xii.	U.V.System	Once in 03 year

At least one replacement in a year for all Filters should be necessary.

f) It may be ensured that rates for parts of authorized brand only should be quoted and supplied for repair and AMC accordingly. In case if it is found at a later stage that sub- standard /inferior quality items supplied, necessary action will be taken against such supplier, including forfeiture of their Performance Security and debarring them for quoting future tenders.

g) If the tenderer fails to undertake the job satisfactorily at any period of time or withdraws his services permanently for more than three consecutive weeks.

The complaint is to be attended within 72 hrs, failing which following penalty shall be levied:

i) Attending to complaint between 72 hours-96 hours of intimation- Rs. 500/-


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ii) Attending to complaint between 4 days to 7 days of intimation- Rs. 1000/ -
iii) Attending to complaint beyond 7 days - Rs. 2000/-

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For 6 Mtr Street Pole with light LED: LED Diodes, Drivers, Dia-cast Aluminum Housing has to be replaced if is not working. Routine Maintenance means cleaning as per serviceability level. The life of street light is 10 years.

Contractor shall rectify the faults within the time period specified below:

Description of fault	Time period for rectification of fault	Recovery per hour of default exceeding prescribed time period
Any kind of Electrical fittings etc.defective	Within 4 hours	@100/-per hour per fitting
Wiring defective /cable fault	Within 4 hours	@100/-per hour per circuit
Entire system defective /down	Within 4 hours	@500/-per day

Pota Cabin: Cleaning of poly carbonate sheets and pre-coated Galvalum sheet Roofing, 12 mm thick Walls cladding using Exterior grade solid acrylic surface. If the Shed and colour to be fade contractor has to replace at his own cost. The life of pota cabin is 10 years.

14. Project Management Consultancy:

OBJECTIVE The objective of this Consultancy (the "Objective") is to assist the ASCL in implementation of the Project till the successful completion and handing over of all works to the ASCL and comprehensively supervise the works and activities carried out by the Bidder(s) as Engineer's Representative" under the respective contract(s) in a manner that would ensure:

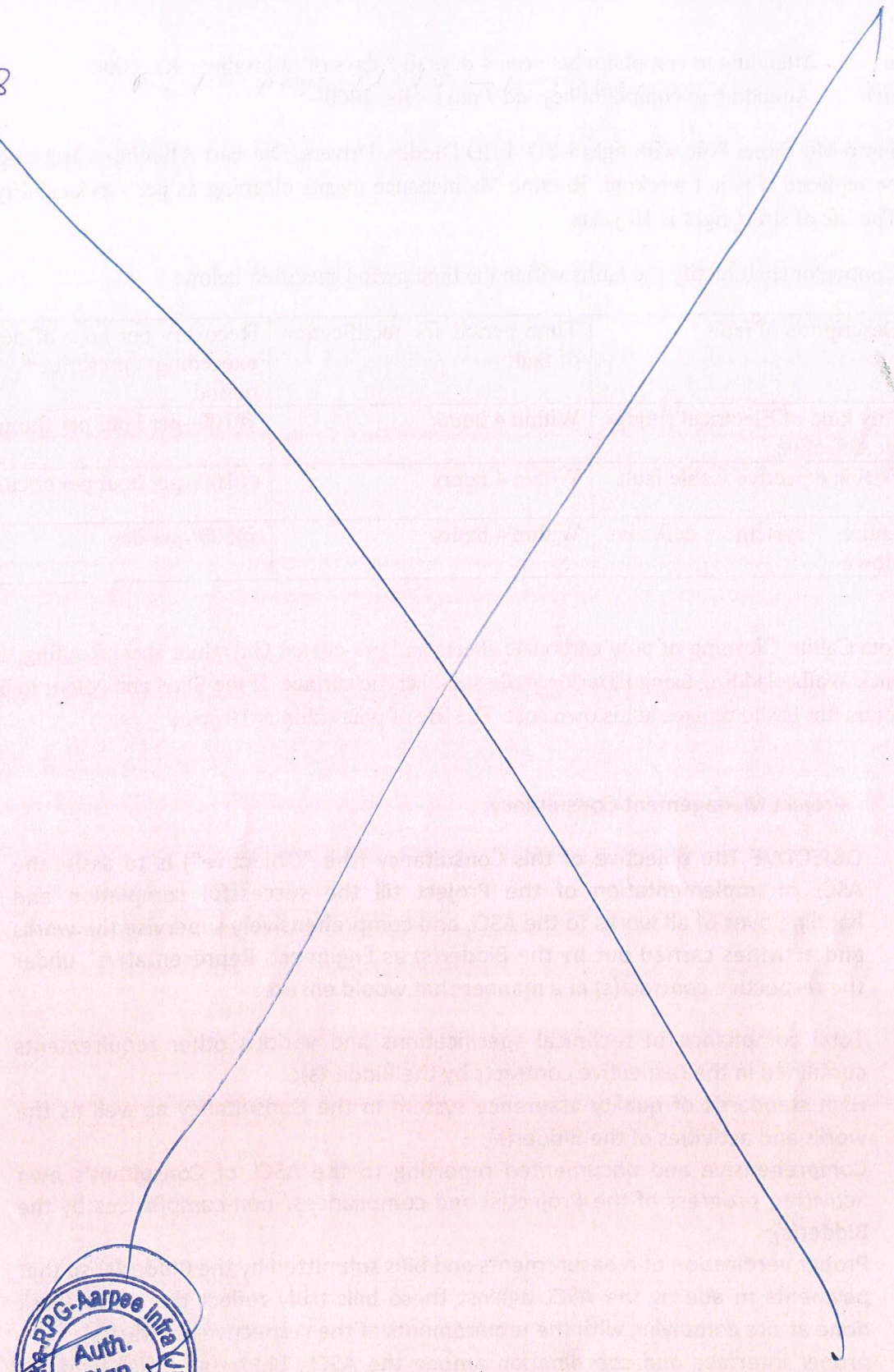
a. Total compliance of technical specifications and various other requirements contained in the respective contracts by the Bidder(s);
b. High standards of quality assurance system in the Consultancy as well as the works and activities of the Bidder(s);
c. Comprehensive and documented reporting to the ASCL of Consultant's own activities, progress of the Project(s) and compliances/ non-compliances by the Bidder(s);
e. Proper verification of measurements and bills submitted by the Bidder(s) so that payments m ade by the ASCL against these bills truly reflect the actual work done at site complying with the requirements of the respective contract(s);
f. proper interface and coordination among the ASCL, Bidder(s), other Bidders/ Bidders and local bodies/ state Pgovernment; and
g. Full documentation of the completed works including applications for various approvals.

The objectives of the PMC is not limited to the above, CEO of ASCL have discretion implement other objectives or the completion of the project.

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GM
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TL. PMC
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	CONDITIONS OF CONTRACT
Security Deposit	**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.
Compensation for delay	**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 as Board 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 un commenced 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. 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 as the Board 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.
Action when whole of security Deposit is forfeited	**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 Chief Executive officer, on behalf of the ASCL, shall have the power to adopt any of the following courses, as he may deem best suited to the interest of the ASCL. (a) To rescind the contract (for which rescission notice in writing to the Contractor under the hand of Chief Executive officer 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 ASCL. (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 Chief executive officer 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 Chief executive officer 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. 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 Chief Executive officer 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 ASCL 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 ASCL

	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
Action when the progress of any particular portion of the work is unsatisfactory	**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
Contractor remains liable to pay compensation if action not taken under clause 3 and 4	**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 Chief Executive officer whose certificate thereof shall be final. In the alternative, the Chief Executive officer may, after giving notice in writing to the Contractor or his duly authorized representative, 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
Extension of time limit	**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 Chief Executive officer 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 chief executive officer with the approval of Chairman ASCL, if 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.
Final Certificate	**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
Payment on intermediate certificate to be regarded as advances	**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
Payment on reduced rates on account of items of work not accepted as completion discretion of Engineer-in-Charge	**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 Board ASCL 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.
Bill to be submitted	**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
Bill to be on printed forms	**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
Stores supplied by ASCL	**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 ASCL 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 **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
Work to be executed in accordance to specifications, drawings, orders etc.	**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 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
Alterations in specifications and designs not invalidate Rates for works not entered in estimate or schedule of rate of the PWD	**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 ASCL 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 Board ASCL will be final. 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

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	the alterations above referred to shall be within the scope of such designs, drawings and specifications appended to the tender. 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
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 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	**Clause 15-:** 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 ASCL 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 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 90days (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

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	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 ASCL to take over on payment such material at the rates determined by the Board ASCL, 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, 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
	Clause-15 (A): The contractor shall not be entitled to claim any compensation from the ASCL for the loss suffered by him on account of delay by ASCL in the supply of materials entered in Schedule „A" where such delay is caused by- (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 ASCL. In the case of such delay in the supply of materials, ASCL 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 Board ASCL as to the extension of time as final
Time limit for unforeseen claims	**Clause-16:** Under no circumstances whatever shall the contractor be entitled to any compensation from the ASCL 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 the contractor shall accept the decision of the Board ASCL as to the extension for time as final.
Action and compensation payable in case of bad work	**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
Work to be open for Contractor or responsible agent to	**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

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be present 33	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
Notice to be given before work is covered up	**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 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
Contractor liable for damage done	**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 mann 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 ASCL.
Contractor to supply, Plant, Ladder etc.	**Clause-21:** The contractor shall supply at his own cost all materials (except such speci 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

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	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 person, or which may with consent of the contractor to be paid for compromising any 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
	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 n) Safe means of access shall be provided to all working platforms and other working places o) The contractor(s) will have to make payments to the laborers as per minimum wages Act

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	Clause-21 (B): The contractor shall comply with the following regulations as regards the hoisting appliances to be used by him. (a) Hoisting machine and tackle, including the attachments anchorages and supports shall, (i) Be of good mechanical construction, sound material and adequate strength and free from patent defect and (ii) Be kept in good repair and in working order. (b) Every rope used in hoisting or lowering materials or as a mean of suspension shall be of suitable quality and adequate strength and free from patent defect. (c) Hoisting machines and tackle shall be examined and adequately tested after erection on the site and before used and be reexamined in position at intervals to be prescribed by the Corporation. (d) Every chain, ring, hook, shackle swivel and pulley block used in hoisting and lowering materials or as a mean of suspension shall be periodically examined. (e) Every crane driver or hoisting appliance operator shall be properly qualified. (f) No person who is below the age of 18 years shall be control of any hoisting machine, including any scaffold which, or give signals to the operator. (g) In case of every hoisting machine and of every chain, ring, hook, shackle, swivel pulley block used in hoisting or lowering or as a mean of suspension, the safe working load shall be as ascertained by adequate means. (h) Every hoisting machine and all gear referred to in preceding regulation shall be plainly marked with the safe working load. (i) In the case of a hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable shall be clearly indicated. (j) No part of any hoisting machine or of any geared referred to in regulation (g) above shall be loaded beyond the safe working load except for the purpose of testing. (k) Motors, gearing transmissions, electric wiring and other dangerous part of hoisting appliances shall be provided with efficient safeguards. (l) Hoisting appliances shall be provided with such means as will reduce to minimum, and the risk of the accidental descent of a load (m) Adequate precautions shall be taken to reduce to a minimum the risk of any part of a suspended load becoming accidentally displaced
Measure for prevention of fire	**Clause-22:** The contractor shall not set fire to any standing jungle, trees, bush woods or 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
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 Clause22 shall be estimated by the Engineer- in- Charge or such other officer as he may appoint and the estimate of the

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	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 speed of fire and he shall bay 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 ASCL 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 of 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
	Clause-30: (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. (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

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64	Amount of claim is not less than Rs. 1.00 lakh (Rs. One lakh) (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 Board ASCL, and the Decision given by the Board ASCL will be final.
Lump sums in estimates	**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
Actions where no specifications	**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
Definition of work	**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
	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
	Clause-35: All quarry fees, royalties and ground rent for stacking materials if any should be paid by the contractor
	Clause-36: The contractor shall be responsible for and shall pay any compensation to his workmen payable under the Workmen's Compensation Act 1923 (VIIII 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
	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 ASCL the same shall be recoverable from the contractor forthwith and be incurs such expenses deducted without prejudice to any other remedy of ASCL from any amount due or that may be due to the contractor
	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. 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.
	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
Claim for quantities entered in the tender	**Clause-37:** 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

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	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 than50% 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: 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. 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)
Employment of famine labor etc	**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
Claim for compensation for delay in starting the	**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
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	**Clause No-42:** (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

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	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 exit 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
	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
	Clause No -47: The rates to be quoted by the contractor must be exclusive of G.S.T. Tax. No extra payment on this account will be made to the contractor.
	Clause No -48: In case of material 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 for, the date of ascertainment of the material 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-**Not Applicable.**
	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. 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
	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. The contractor shall comply with the provisions of the Apprentices Act 1961 and the

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	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
	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
	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 to 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
	Clause No-53: The tendered rates shall be exclusive of Applicable GST taxes, in respect of work contract.
	Clause No-54: If the project is shelved by the ASCL before commencement, the contractor will have no right to claim any loses or compensation due to the same and for whatsoever reasons
	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 reliever the contractor of his

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	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
	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

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