

# Tender Document (Part Two)

## General Condition of Contract

(Percentage/Item Rate Tender)



## NAYA RAIPUR DEVELOPMENT AUTHORITY

Near Mahanadi Dwar of Mantralaya, Raipur – 492001 (Chhattisgarh)

Tel./Fax : 0771-4066011 / 4066188

Email: [ceo@nayaraipur.com](mailto:ceo@nayaraipur.com), Website: [www.nayaraipur.com](http://www.nayaraipur.com)

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## **GENERAL GUIDELINES**

1. This book of "General Conditions of Contract" is applicable to both types of tenders i.e. "Percentage rate tenders and Item rate tenders". Accordingly, alternative provisions for conditions Nos. 4, 10 & 12 of the General Rules and Directions are given in this book. The appropriate alternatives will be applicable in specific cases depending on whether this is used for percentage rate tender (NRDA-F 2) or item rate tender (NRDA-F 3).
2. NRDA-F 1, Schedules A to F, special conditions/specifications and drawings only will be issued to intending bidders. The standard form will not be issued along with the Tender Documents but the same shall form part of the agreement to be drawn and signed by both parties after acceptance of tender.
3. All blanks are confined to Notice Inviting Tender (NRDA-F1) and Schedules A to F.
4. The competent authority issuing the Notice Inviting Tenders (NIT) shall fill up all the blanks in NRDA -F1 and in Schedules B,C,E&F before issue of Tender Papers.
5. The intending bidders will quote their rates in Schedule A and shall fill up the declarations/forms provided in Schedule 'D'.
6. The proforma for registers and Schedules A to F are only for information and guidance. These are not to be filled in the Standard Form. The Schedules with all blanks, duly filled, shall be separately issued to all intending tenderers.

## TENDER

I/We have read and examined the notice inviting tender, schedule, A, B, C, D, E & F Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the Naya Raipur Development Authority within the time specified in Schedule 'F' viz., schedule of quantities and in accordance in all respect with the specifications, designs, drawing and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of contract and with such materials as are provided for, by, and in respect of accordance with, such conditions so far as applicable.

We agree to keep the tender open for ninety (90) days from the due date of its opening / ninety days from the date of opening of financial bid in case tenders are invited on 2/3 envelop system (strike out as the case may be) and not to make any modification in its terms and conditions.

A sum of Rs. ....is hereby forwarded in a scheduled bank receipt of scheduled bank/demand draft of a scheduled bank/bank guarantee issued by a scheduled bank as earnest money. If I/We, fail to furnish the prescribed performance guarantee within prescribed period. I/We agree that the said **Naya Raipur Development Authority** or its successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/We agree that **Naya Raipur Development Authority** or its successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form. Further, I/We agree that in case of forfeiture of Earnest Money & Performance Guarantee as aforesaid. I/We shall be debarred for participation in the re-tendering process of the work.

I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/We shall be debarred for tendering in NRDA in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated:

Signature of Contractor

Witness:

Postal Address

Address:

Occupation:



## Naya Raipur Development Authority

### GENERAL RULES AND DIRECTIONS

#### General Rules and Directions

1. All work proposed for execution by contract will be notified in a form of invitation to tender pasted in public places and signed by the officer inviting tender or by publication in News papers as the case may be.

This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender, and the amount of the security deposit and Performance guarantee to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. Copies of the specifications, designs and drawings and any other documents required in connection with the work signed for the purpose of identification by the officer inviting tender shall also be open for inspection by the contractor at the office of officer inviting tender during office hours.

2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952.
3. Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partners, except where contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the

partners, or by some other person having due authority to give effectual receipts for the firm.

Applicable  
for Item  
Rate Tender  
only (NRDA-  
F3)

4. Any person who submits a tender shall fill up the usual printed form, stating at what rate he is willing to undertake each item of the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, including conditional rebates, will be summarily rejected. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tender for each. Tender shall have the name and number of the works to which they refer, written on the envelopes.

The rate(s) must be quoted in decimal coinage. Amounts must be quoted in full rupees by ignoring fifty paisa and considering more than fifty paisa as rupee one.

Applicable  
For  
Percentage  
Rate Tender  
only (NRDA-  
F2)

- 4A. In case of Percentage Rate Tenders, tenderer shall fill up the usual printed form, stating at what percentage below/above (in figures as well as in words) the total estimated cost given in Schedule of Quantities at Schedule-A, he will be willing to execute the work. The tender submitted shall be treated as invalid if :-

- (i) The contractor does not quote percentage above/below on the total amount of tender or any section/sub head of the tender.
- (ii) The percentage above/below is not quoted in figures & words both on the total amount of tender or any section/sub head of the tender.
- (iii) The percentage quoted above/below is different in figures & words on the total amount of tender or any section/sub head of the tender:

Tenders, which propose any alteration in the work specified in the

said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort including conditional rebates, will be summarily rejected. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tender for each. Tender shall have the name and number of the works to which they refer, written on the envelopes.

- 4B. In case the lowest tendered amount (estimated cost + amount worked on the basis of percentage above/below) of two or more contractors is same, such lowest contractors will be asked to submit sealed revised offer in the form of letter mentioning percentage above/below on estimated cost of tender including all sub sections/sub heads as the case may be, but the revised percentage quoted above/below on tendered cost or on each sub section/sub head should not be higher than the percentage quoted at the time of submission of tender. The lowest tender shall be decided on the basis of revised offers.

In case any of such contractor refuses to submit revised offer, then it shall be treated as withdrawal of his tender before acceptance and 50% of earnest money shall be forfeited.

If the revised tendered amount of two more contractors received in revised offer is again found to be equal, the lowest tender, among such contractors, shall be decided by draw of lots in the presence of & the lowest contractors those have quoted equal amount of their tenders.

In case all the lowest contractors those have quoted same tendered amount, refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each contractor.

Contractor(s), whose earnest money is forfeited because of non-submission of revised offer, shall not be allowed to participate



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in the re-tendering process of the work.

5. The officer inviting tender or his duly authorized assistant will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest money shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned in Rule-I. In the event of a tender being rejected, the earnest money shall thereupon be returned to the contractor remitting the same, without any interest.
6. The officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.
7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgment or payment to the officer inviting tender and the contractor shall be responsible for seeing that he procures a receipt signed by the officer inviting tender or a duly authorized person.
8. The memorandum of work tendered for and the schedule of materials to be supplied by the department and their issue-rates, shall be filled and completed in the office of the officer inviting tender before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and incomplete, he shall request the officer to have this done before he completes and delivers his tender.
9. The tenderers shall sign a declaration under the officials Secret Act 1923, for maintaining secrecy of the tender documents drawings or

other records connected with the work given to them. The unsuccessful tenderers shall return all the drawings given to them.

- 9A. Use of correcting fluid, anywhere in tender document is not permitted. Such tender is liable for rejection.

Applicable  
for Item  
Rate Tender  
only (NRDA-  
F3)

10. In the case of Item Rate Tenders, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words, then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally, but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount. In event no rate has been quoted for any item(s), leaving space both in figure(s), word(s), and amount blank, it will be presumed that the contractor has included the cost of this/these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.

- 10A. In case of Percentage Rate Tenders only percentage quoted shall be considered. Any tender containing item rates is liable to be rejected. Percentage quoted by the contractor in percentage rate tender shall be accurately filled in figures and words, so that there is no discrepancy.

11. In the case of any tender where unit rate of any item/items appear unrealistic, such tender will be considered as unbalanced and in

case the tenderer is unable to provide satisfactory explanation, such a tender is liable to be disqualified and rejected.

Applicable for Item Rate Tender only (NRDA-F3)

12. All rates shall be quoted on the tender form. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the word 'Rs.' should be written before the figure of rupees and word 'P' after the decimal figures, e.g. 'Rs. 2.15 P' and in case of words, the word, 'Rupees' should precede and the word 'Paise' should be written at the end. Unless the rate is in whole rupees and followed by the word 'only' it should invariably be upto two decimal places. While quoting the rate in schedule of quantities, the word 'only' should be written closely following the amount and it should not be written in the next line.

Applicable for Percentage Rate Tender only (NRDA - F2)

12A. In Percentage Rate Tender, the tenderer shall quote percentage below/above (in figures as well as in words) at which he will be willing to execute the work. He shall also work out the total amount of his offer and the same should be written in figures as well as in words in such a way that no interpolation is possible. In case of figures, the word 'Rs.' should be written before the figure of rupees and word 'P' after the decimal figures, e.g. 'Rs. 2.15P' and in case of words, the word 'Rupees' should precede and the word 'Paisa' should be written at the end.

13. The Contractor whose tender is accepted, will be required to

(i) furnish performance guarantee of 5% (Five Percent) of the tendered amount within the period specified in Schedule F. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10,000/-) or Deposit at call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any scheduled bank (in case

guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form.

- (ii) The contractor whose tender is accepted will also be required to furnish by way of Security Deposit for the fulfillment of his contract, an amount equal to 5% of the tendered value of the work. The Security deposit will be collected by deductions from the running bills of the contractor at the rates mentioned above and the earnest money deposited at the time of tenders, will be treated as a part of the Security Deposit. The Security amount will also be accepted in cash or in the shape of Government Securities. Fixed Deposit Receipt of a Scheduled Bank or State Bank of India will also be accepted for this purpose provided confirmatory advice is enclosed.
14. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-in-Charge shall be communicated in writing to the Engineer-in-Charge.
15. Sales-tax/VAT (except service tax), purchase tax, turnover tax or any other tax applicable in respect of this contract shall be payable by the Contractor and NRDA will not entertain any claim whatsoever in respect of the same. However, in respect of service tax, same shall be paid by the contractor to the concerned department on demand and it will be reimbursed to him by the NRDA after satisfying that it has been actually and genuinely paid by the contractor.
16. The contractor shall give a list of both NRDA employees and its consultants related to him.
17. The tender for the work shall not be witnessed by a contractor or contractors who himself/themselves has/have tendered or who may

and has/have tendered for the same work. Failure to observe this condition would render, tenders of the contractors tendering, as well as witnessing the tender, liable to summary rejection.

18. The tender for composite work includes, in addition to building work, all other works such as sanitary and water supply installations drainage installation, electrical work, horticulture work, roads and paths etc. The tenderer apart from being a registered contractor (B&R) of appropriate class, must associate himself with agencies of appropriate class which are eligible to tender for sanitary and water supply drainage, electrical and horticulture works in the composite tender.
19. The contractor shall submit list of works which are in hand (progress) in the following form:-

Name of Work	Name and particulars of Divn. Where work is being executed	Value of Work	Position of works In Progress	Remarks

20. The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the NRDA may in his discretion, without prejudice to any other right or remedy available in law, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

## CONDITIONS OF CONTRACT

- Definitions
1. The Contract means the documents forming the tender and acceptance thereof and the formal check the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in- Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
  2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:-
    - (i) The expression works or work shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
    - (ii) The Site shall mean the land/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
    - (iii) The Contractor shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.

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- (iv) The Engineer in Charge means a person or a consultant appointed by the Chief Executive Officer for supervising the works and acting as “Engineer –in-Charge” as defined in the tender document.
  - (v) Naya Raipur Development Authority (NRDA) means the special area development authority establish by Government of Chhattisgarh under CG Town & Country planning Act under 1973 (23 of 1973)
  - (vi) Chief Executive Officer (C.E.O.) means the Chief Executive officer of NRDA appointed by Government of Chhattisgarh
  - (vii) CE(E) means the Chief Engineer, Engineering section of NRDA.
  - (viii) Government of India shall mean the Union Government /State Government shall mean Government of Chhattisgarh.
  - (vi) Accepting Authority shall mean the authority mentioned in Schedule 'F'.
  - (vii) Excepted Risk are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by NRDA of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to NRDA faulty design of works.
  - (viii) Schedule (s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Rates of the government mentioned in Schedule 'F'

hereunder, with the amendments thereto issued upto the date of receipt of the tender.

- (ix) District Specifications means the specifications followed by the State Government in the area where the work is to be executed.
- (x) Tendered value means the value of the entire work as stipulated in the letter of award.
- (xi) Date of commencement of work: The date of commencement of work shall be the date of start as specified in schedule 'F' or the first date of handing over of the site; whichever is later, in accordance with the phasing if any, as indicated in the tender document.

Scope and  
Performance

- 3. Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.
- 4. Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
- 5. The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, Schedule of Rates and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.

Works to be  
carried out

- 6. The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in



preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities (Schedule-A) shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

Sufficiency of Tender 7. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

Discrepancies and Adjustment of Errors 8. The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.

8.1 In the case of discrepancy between the schedule of Quantities, the Specifications and/ or the Drawings, the following order of preference shall be observed:-

- (i) Description of Schedule of Quantities.
- (ii) Particular Specification and Special Condition, if any.
- (iii) Drawings.
- (iv) CPWD, MORTH/CPHEEO Specifications.
- (v) Indian Standard Specifications of B.I.S.

8.2 If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall

be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.

8.3 Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.

Signing of  
Contract

9. The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract on non judicial stamp paper of value Rs.100 consisting of :-

- (i) The notice inviting tender, all the documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
- (ii) Standard NRDA Form as mentioned in Schedule 'F' consisting of:
  - (a) Various standard clauses with corrections up to the date stipulated in Schedule 'F' along with annexure thereto.
  - (b) Safety Code.
  - (c) List of Acts and omissions for which fines can be imposed.
- (iii) No payment for the work done will be made unless contract is signed by the contractor.

## CLAUSES OF CONTRACT

### CLAUSE 1

- Performance Guarantee
- (i) The contractor shall submit an irrevocable Performance Guarantee of 5% (Five percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule 'F' from the date of issue of letter of acceptance. This period can be further extended by the Chief Executive Officer up to a maximum period as specified in schedule 'F' on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Chief Executive Officer. This guarantee shall be in the form of Cash (in case guarantee amount is less than Rs. 10,000/-) or Demand Draft of any scheduled bank/Pay Order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or of any Scheduled /Nationalized Bank in accordance with the form annexed hereto.
- (ii) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest.
- (iii) The Chief Executive Officer shall not make a claim under the performance guarantee except for amounts to which the **Naya Raipur Development Authority** is entitled under the contract (not withstanding and/or without prejudice to any other

provisions in the contract agreement) in the event of:

- (a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Chief Executive Officer may claim the full amount of the Performance Guarantee.
- (b) Failure by the contractor to pay **Naya Raipur Development Authority** any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Chief Executive Officer.
- (iv) In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Chief Executive Officer **Naya Raipur Development Authority**.

#### **CLAUSE 1 A**

Recovery of  
Security  
Deposit

The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit NRDA at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5% of the gross amount of each running bill till the sum along with the sum already deposited as earnest money, will amount to security deposit of 5% of the tendered value of the work. Earnest money shall be adjusted first in the security deposit and further recovery of security deposit shall commence only when the up-to-date amount of security deposit starts exceeding the earnest money. Such deductions will be made and held by NRDA by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in cash or in the form of a bank guarantee issued by a Nationalized or scheduled bank having branch at Raipur in a form approved by NRDA.

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the encashment of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the contractor by NRDA on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or encashment as aforesaid, the contractor shall within 10 days make good in cash or bank guarantee issued tendered by Scheduled Banks in the prescribed form any sum or sums which may have been deducted from, or raised by encashment of Bank Guarantee or any part thereof. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above and the Earnest money deposited at the time of tenders will be treated as part of the Security Deposit.

The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on its accumulations to a minimum of Rs. 5 lac subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs. 5 lac. Provided further that the validity of bank guarantee including the one given against the earnest money shall be in conformity with provisions contained in clause 17 which shall be extended from time to time depending upon extension of contract granted under provisions of clause 2 and clause 5.

## **CLAUSE 2**

Compensation for Delay	If the contractor fails to maintain the required progress in terms of clause 5 or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the <u>NRDA</u> on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the authority specified in schedule 'F' (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day/month(as
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applicable) that the progress remains below that specified in Clause 5 or that the work remains incomplete.

This will also apply to items or group of items for which a separate period of completion has been specified.

- (i) Compensation for @ 1.5 % per month of delay of work delay to be computed on per day basis

Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10% of the Tendered Value of work or of the Tendered Value of the item or group of items of work for which a separate period of completion is originally given.

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the NRDA. In case, the contractor does not achieve a particular milestone mentioned in schedule F, or the re-scheduled milestone(s) in terms of Clause 5.4, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of Extension of Time. With-holding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

## **CLAUSE 2A**

Incentive for early completion

In case, the contractor completes the work ahead of scheduled completion time, a bonus @1% (one per cent) of the tendered value per month computed on per day basis, shall be payable to the contractor, subject to a maximum limit of 5% (five per cent) of the tendered value.

The amount of bonus, if payable, shall be paid along with final bill after completion of work. Provided always that provision of the Clause 2A shall be applicable only when so provided in 'Schedule F'

### CLAUSE 3

When Contract can be Determined Subject to other provisions contained in this clause, the Chief Executive Officer may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

- (i) If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or unworkman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- (ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the CE (E) NRDA (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Chief Executive Officer.
- (iii) If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the CE(E) NRDA.

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- (iv) If the contractor persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.
- (v) If the contractor shall offer or give or agree to give to any person in Government or NRDA service consultants or to the consultants engaged by NRDA to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for NRDA.
- (vi) If the contractor shall enter into a contract with NRDA in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.
- (vii) If the contractor shall obtain a contract with NRDA as a result of wrong tendering or other non-bonafide methods of competitive tendering.
- (viii) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the



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sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.

- (ix) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- (x) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
- (xi) If the contractor assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Chief Executive Officer.

When the contractor has made himself liable for action under any of the cases aforesaid, the Chief Executive Officer on behalf of the **Naya Raipur Development Authority** shall have powers:

- (a) To determine the contract as aforesaid (of which termination notice in writing to the contractor under the hand of the Chief Executive Officer shall be conclusive evidence). Upon such determination, the Earnest Money Deposit, Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the NRDA
- (b) After giving notice to the contractor to measure up the work of

the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work.

In the event of above courses being adopted by the Chief Executive Officer, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

### **CLAUSE 3A**

In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work, either party may close the contract. In such eventuality, the Earnest Money Deposit and the Performance Guarantee of the contractor shall be refunded, but no payment on account of interest, loss of profit or damages etc. shall be payable at all.

### **CLAUSE 4**

Contractor liable to pay Compensation even if action not taken	In any case in which any of the powers conferred upon the <u>Chief Executive Officer</u> by Clause-3 thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall
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under Clause 3 remain unaffected. In the event of the Chief Executive Officer putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole discretion of the Chief Executive Officer which shall be final and binding on the contractor) use as on hire (the amount of the hire money being also in the final determination of the Chief Executive Officer) all or any tools, plant, materials and stores, in or upon the works, or the site thereof belonging to the contractor, or procured by the contractor 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 these not being applicable, at current market rates to be certified by the Engineer-in-Charge, whose certificate thereof shall be final, and binding on the contractor, clerk of the works, foreman or other authorized agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the Engineer-in-Charge 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.

## **CLAUSE 5**

Time and Extension for Delay	The time allowed for execution of the Works as specified in the Schedule 'F' or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from such time period as mentioned in schedule 'F' or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, <u>NRDA</u> shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee absolutely.
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- 5.1 As soon as possible after the Contract is concluded, the Contractor shall submit a Time and Progress Chart for each mile stone and get it approved by the CE (E). The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the CE(E) NRDA and the Contractor within the limitations of time imposed in the Contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per mile stones given in Schedule 'F'.
- 5.2 If the work(s) be delayed by:-
- (i) force majeure, or
  - (ii) abnormally bad weather, or
  - (iii) serious loss or damage by fire, or
  - (iv) civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
  - (v) delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract, or
  - (vi) non-availability of stores, which are the responsibility of Government to supply or
  - (vii) non-availability or break down of tools and Plant to be supplied or supplied by Government or

- (viii) any other cause which, in the absolute discretion of the Chief Executive Officer is beyond the Contractor's control.

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

- 5.3 Request for rescheduling of Mile stones and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay on the prescribed form to the authority as indicated in Schedule 'F'. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.

- 5.4 In any such case the authority as indicated in Schedule 'F' may give a fair and reasonable extension of time and reschedule the mile stones for completion of work. Such extension shall be communicated to the Contractor by the authority as indicated in Schedule 'F' in writing, within 3 months of the date of receipt of such request. Non application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the authority as indicated in Schedule 'F' and this shall be binding on the contractor.

## **CLAUSE 6**

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

All measurement of all items having financial value shall be entered in

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Measurement Book and/or level field book so that a complete record is obtained of all works performed under the contract.

All measurements and levels shall be taken jointly by the Engineer-in-Charge or his authorized representative and by the contractor or his authorized representative from time to time during the progress of the work and such measurements shall be signed and dated by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance. If the contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties.

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

The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements and recording levels.

Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of

Indian Standards and if for any item no such standard is available, then a mutually agreed method shall be followed.

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

Engineer-in-Charge or his authorized representative may cause either themselves to check the measurements recorded jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to such checking of measurements or levels. Provided that Executive Engineer, NRDA nominated by CE (E) NRDA for the work shall also check at least 10% measurement.

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

#### **CLAUSE 6A**

Computerized Engineer-in-Charge shall, except as otherwise provided, ascertain and

Measurement Book determine by measurement the value of work done in accordance with the contract. All measurements of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size as per the format approved by the Chief Executive Officer so that a complete record is obtained of all the items of works performed under the contract.

All such measurements and levels recorded by the contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the contractor from the Engineer-in-Charge or his authorized representative as per interval or program fixed in consultation with Engineer-in-Charge or his authorized representative. After the necessary corrections made by the Engineer-in-Charge, the measurement sheets shall be returned to the contractor for incorporating the corrections and for resubmission to the Engineer-in-Charge for the dated signatures by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance.

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

The final, fair, computerized measurement book given by the contractor, duly bound, with its pages machine numbered, should be 100% correct, and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by NRDA. Thereafter, the



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MB shall be taken in the Engineer-in-Charge's office records, and allotted a number as per the Register of Computerised MBs. This should be done before the corresponding bill is submitted to the Engineer-in-Charge for payment. The contractor shall submit two spare copies of such computerized MB's for the purpose of reference and record by the various officers of the NRDA.

The contractor shall also submit to the NRDA separately his computerized Abstract of Cost and the bill based on these measurements, duly bound, and its pages machine numbered along with two spare copies of the bill. Thereafter, this bill will be processed by the Engineer-in-Charge's and allotted a number as per the computerized record in the same way as done for the measurement book meant for measurements.

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

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

The contractor shall give not less than seven days' notice to the Engineer-in-Charge or his authorized representative in charge of the work before covering up or otherwise placing beyond the reach of checking and/or test checking the measurement of any work in order that the same may be checked and/or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and/or test checking measurement and shall not cover

up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of checking and/or test checking measurements without such notice having been given or the Engineer-in-Charge's consent being obtained in writing the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

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

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

#### **CLAUSE 7**

Payment on  
Intermediate  
Certificate to  
be Regarded  
as Advances

No payment shall be made for work, estimated to cost Rs. Twenty thousand or less till after the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over Rs. Twenty thousand, the interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements in the format of the approved by the Chief Executive Officer in triplicate on or before the date of every month fixed for the same by the Engineer-in-Charge. The contractor shall not be entitled to be paid any such interim payment if the gross work done

together with net payment/ adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule 'F', in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. Engineer-in-Charge shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the contractor to submit the bills, Engineer-in-Charge shall prepare or cause to be prepared such bills in which event no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in-Charge. 75% (Seventy Five Percent) of the amount admissible shall be paid within 7 working days while the balance amount which may be found admissible after scrutiny shall be paid within 21 working days.

All such interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Engineer-in-Charge relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Engineer-in-Charge under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.

Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided without prejudice

to the right of the Chief Executive Officer to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.

The Chief Executive Officer in his sole discretion on the basis of a certificate from the Subordinate Engineer to the effect that the work has been completed up to the level in question make interim advance payments without detailed measurements for work done (other than foundations, items to be covered under finishing items) up to lintel level (including sunshade etc.) and slab level, for each floor working out at 75% of the assessed value. The advance payments so allowed shall be adjusted in the subsequent interim bill by taking detailed measurements thereof.

Payments in  
composite  
Contracts

In case main contractor fails to make the payment to the contractor associated by him within 15 days of receipt of each running account payment, then on the written complaint of contractor associated for such minor component, Engineer in charge of minor component shall serve the show cause to the main contractor and if reply of main contractor either not received or found unsatisfactory, he may make the payment directly to the contractor associated for minor component as per the terms and conditions of the agreement drawn between main contractor and associate contractor fixed by him. Such payment made to the associate contractor shall be recovered by Engineer-in-charge of major or minor component from the next R/A/ final bill due to main contractor as the case may be.

### **CLAUSE 8**

Completion  
Certificate and  
Completion  
Plans

Within ten days of the completion of the work, the contractor shall give notice of such completion to the Engineer-in-Charge and within thirty days of the receipt of such notice, the Engineer-in-Charge shall inspect the work and if there is no defect in the work, shall furnish the contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the contractor

and/or (b) for which payment will be made at reduced rates, shall be issued. But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his/their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of the building, in, upon, or about which the work is to be executed or of which he may have had possession for the purpose of the execution; thereof, and not until the work shall have been measured by the Engineer-in-Charge. If the contractor shall fail to comply with the requirements of this Clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of work, the Engineer-in-Charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish etc., and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

#### **CLAUSE 8A**

Contractor to Keep Site Clean	When the annual repairs and maintenance of works are carried out, the splashes and droppings from white washing, colour washing, painting etc., on walls, floor, windows, etc. shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms, quarters or premises etc. where the work is done; without waiting for the actual completion of all the other items of work in the contract. In case the contractor fails to comply with the requirements of this clause, the Engineer-in-Charge shall have the right to get this work done at the cost of the contractor either departmentally or through any other agency. Before taking such action, the Engineer-in-Charge
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shall give ten days notice in writing to the contractor.

### **CLAUSE 8B**

Completion Plans to be Submitted by the Contractor      The contractor shall submit completion plan as required vide General Specifications for Electrical works (Part-I internal) 2005 and (Part-II External) 1994 as applicable within thirty days of the completion of the work.

In case, the contractor fails to submit the “As Built Drawing” maintenance manual completion plan as aforesaid, he shall be liable to pay a sum equivalent to 2.5% of the value of the work subject to a ceiling of Rs.1,50,000.00/- (Rs. One Lakh Fifty Thousand only) as may be fixed by the CE (E) concerned and in this respect the decision of the CE(E) shall be final and binding on the contractor.

### **CLAUSE 9**

Payment of Final Bill      The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Engineer-in-Charge whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer-in-Charge, will, as far as possible be made within the period specified hereinunder, the period being reckoned from the date of receipt of the bill by the Engineer-in-Charge, complete with account of materials issued by the NRDA and dismantled materials.

- (i) If the Tendered value of work is up to Rs. 15 lac: 3 months
- (ii) If the Tendered value of work exceeds Rs. 15 lac: 6 months

**CLAUSE 9A**

Payment of Contractor's Bills to Banks

Payments due to the contractor may, if so desired by him, be made to his bank, registered financial, co-operative or thrift societies or recognized financial institutions instead of direct to him provided that the contractor furnishes to the Engineer-in-Charge (1) an authorization in the form of a legally valid document such as a power of attorney conferring authority on the bank; registered financial, co-operative or thrift societies or recognized financial institutions to receive payments and (2) his own acceptance of the correctness of the amount made out as being due to him by Government or his signature on the bill or other claim preferred against Government before settlement by the Engineer-in-Charge of the account or claim by payment to the bank, registered financial, co-operative or thrift societies or recognized financial institutions. While the receipt given by such banks; registered financial, co-operative or thrift societies or recognized financial institutions shall constitute a full and sufficient discharge for the payment, the contractor shall whenever possible present his bills duly receipted and discharged through his bank, registered financial, co-operative or thrift societies or recognized financial institutions.

Nothing herein contained shall operate to create in favour of the bank; registered financial, co-operative or thrift societies or recognized financial institutions any rights or equities visa-vis the Naya Raipur Development Authority.

**CLAUSE 10**

Materials supplied by Government

Materials which Government will supply are shown in Schedule 'B' which also stipulates quantum, place of issue and rate(s) to be charged in respect thereof. The contractor shall be bound to procure them from the Engineer-in-Charge.

As soon as the work is awarded, the contractor shall finalise the programme for the completion of work as per clause 5 of this contract

and shall give his estimates of materials required on the basis of drawings/or schedule of quantities of the work. The Contractor shall give in writing his requirement to the Engineer-in-Charge which shall be issued to him keeping in view the progress of work as assessed by the Engineer-in-Charge, in accordance with the agreed phased programme of work indicating monthly requirements of various materials. The contractor shall place his indent in writing for issue of such materials at least 7 days in advance of his requirement.

Such materials shall be supplied for the purpose of the contract only and the value of the materials so supplied at the rates specified in the aforesaid schedule shall be set off or deducted, as and when materials are consumed in items of work (including normal wastage) for which payment is being made to the contractor, from any sum then due or which may therefore become due to the contractor under the contract or otherwise or from the security deposit. At the time of submission of bills, the contractor shall certify that balance of materials supplied is available at site in original good condition.

The contractor shall submit along with every running bill (on account or interim bill) material-wise reconciliation statements supported by complete calculations reconciling total issue, total consumption and certified balance (diameter/section-wise in the case of steel) and resulting variations and reasons therefore. Engineer-in-Charge shall (whose decision shall be final and binding on the contractor) be within his rights to follow the procedure of recovery in clause 42 at any stage of the work if reconciliation is not found to be satisfactory.

The contractor shall bear the cost of getting the material issued, loading, transporting to site, unloading, storing under cover as required, cutting assembling and joining the several parts together as necessary. Notwithstanding anything to the contrary contained in any other clause of the contract and (or the CPWD Code) all stores/materials so supplied to the contractor or procured with the assistance of the NRDA shall remain the absolute property of NRDA and the contractor shall be the trustee of



the stores/materials, and the said stores/materials shall not be removed/disposed off from the site of the work on any account and shall be at all times open to inspection by the Engineer-in-Charge or his authorized agent. Any such stores/materials remaining unused shall be returned to the Engineer-in-Charge in as good a condition in which they were originally supplied at a place directed by him, at a place of issue or any other place specified by him as he shall require, but in case it is decided not to take back the stores/materials the contractor shall have no claim for compensation on any account of such stores/materials so supplied to him as aforesaid and not used by him or for any wastage in or damage to in such stores/materials.

On being required to return the stores/materials, the contractor shall hand over the stores/ materials on being paid or credited such price as the Engineer-in-Charge shall determine, having due regard to the condition of the stores/materials. The price allowed for credit to the contractor, however, shall be at the prevailing market rate not exceeding the amount charged to him, excluding the storage charge, if any. The decision of the Engineer-in-Charge shall be final and conclusive. In the event of breach of the aforesaid condition, the contractor shall in addition to throwing himself open to account for contravention of the terms of the licenses or permit and/or for criminal breach of trust, be liable to Government for all advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach. Provided that the contractor shall in no case be entitled to any compensation or damages on account of any delay in supply or non-supply thereof all or any such materials and stores provided further that the contractor shall be bound to execute the entire work if the materials are supplied by the Government within the original scheduled time for completion of the work plus 50% thereof or schedule time plus 6 months whichever is more if the time of completion of work exceeds 12 months, but if a part of the materials only has been supplied within the aforesaid period, then the contractor shall be bound to do so much of the work as may be possible with the materials and stores supplied in the aforesaid period. For the

completion of the rest of the work, the contractor shall be entitled to such extension of time as may be determined by the Engineer-in-Charge whose decision in this regard shall be final and binding on the contractor.

The contractor shall see that only the required quantities of materials are got issued. Any such material remaining unused and in perfectly good/original condition at the time of completion or determination of the contract shall be returned to the Engineer-in-Charge at the stores from which it was issued or at a place directed by him by a notice in writing. The contractor shall not be entitled for loading, transporting, unloading and stacking of such unused material except for the extra lead, if any involved, beyond the original place of issue.

#### **CLAUSE 10A**

Materials to be provided by the Contractor

The contractor shall, at his own expense, provide all materials, required for the works.

The contractor shall, at his own expense and without delay, supply to the Engineer-in-Charge samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the contract. The contractor shall, if requested by the Engineer-in-Charge furnish proof, to the satisfaction of the Engineer-in-Charge that the materials so comply. The Engineer-in-Charge shall within thirty days of supply of samples or within such further period as he may require intimate to the Contractor in writing whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-in-Charge for his approval, fresh samples complying with the specifications laid down in the contract. When materials are required to be tested in accordance with specifications, approval of the Engineer-in-Charge shall be issued after the test results are received.

The Contractor shall at his risk and cost submit the samples of materials to be tested or analyzed and shall not make use of or incorporate in the

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work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by the Engineer-in-Charge. The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.

The contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the Engineer-in-Charge may require for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Engineer-in-Charge and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Engineer-in-Charge or his authorized representative shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access.

The Engineer-in-Charge shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default, the Engineer-in-Charge shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Engineer-in-Charge shall also have full powers to require other proper materials to be substituted thereof and in case of default, the Engineer-in-Charge may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the Contractor.

The contractor shall at his own expense, provide a material testing lab at the site for conducting routine field tests. The lab shall be equipped at least with the testing equipment as specified in schedule F.

**CLAUSE 10B**

Secured Advance on Non-perishable Materials (i) The contractor, on signing an indenture in the form to be specified by the NRDA, shall be entitled to be paid during the progress of the execution of the work up to 90% of the assessed value of any materials which are in the opinion of the Engineer-in-Charge non-perishable, non-fragile and non-combustible and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and/or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this sub-clause are incorporated in the work, the amount of such advance shall be recovered/deducted from the next payment made under any of the clause or clauses of this contract.

Mobilisation Advance (ii) Mobilization advance not exceeding 10% of the tendered value may be given, if requested by the contractor in writing within one month of the order to commence the work. Such advance shall be in two or more installments to be determined by the Chief Executive Officer at his sole discretion. The first installment of such advance shall be released by the Chief Executive Officer to the contractor on a request made by the contractor to the Engineer-in-Charge in this behalf. The second and subsequent installments shall be released by the Chief Executive Officer only after the contractor furnishes a proof of the satisfactory utilization of the earlier installment to the entire satisfaction of the Engineer-in-Charge.

Before any installment of advance is released, the contractor shall execute a Bank guarantee Bond from scheduled Bank for the amount of advance & valid for the contract period. This shall be kept renewed from time to time to cover the balance amount and

likely period of complete recovery, together with interest.

Provided always that provision of Clause 10 B (ii) shall be applicable only when so provided in 'Schedule F'.

Plant  
Machinery &  
Shuttering  
Material  
Advance

(iii) An advance for plant, machinery & shuttering material required for the work and brought to site by the Contractor may be given if requested by the contractor in writing within one month of bringing such plant and machinery to site. Such advance shall be given on such expeditious execution of work and improve the quality of work. The amount of advance shall be restricted to 5% percent of the tender value. In the case of new plant and equipment to be purchased for the work, the advance shall be restricted to 90% of the price of such new plant and equipment paid by the contractor for which the contractor shall produce evidence satisfactory to the Engineer-in-Charge. In the case of second hand and used plants and equipment, the amount of such advance shall be limited to 50% of the depreciated value of plant and equipment as may be decided by the Engineer-in-Charge. The contractor shall, if so required by the Engineer-in-Charge, submit the statement of value of such old plant and equipment duly approved by a Registered Valuer recognized by the Central Board of Direct Taxes under the Income-Tax Act, 1961. No such advance shall be paid on any plant and equipment of perishable nature and on any plant and equipment of a value less than Rs. 50,000/- Seventy five per cent of such amount of advance shall be paid after the plant & equipment is brought to site and balance twenty five percent on successfully commissioning the same.

Leasing of equipment shall be considered at par with purchase of equipment and shall be covered by tripartite agreement with the following:

1. Leasing company which gives certificate of agreeing to lease equipment to the

contractor.

2. Engineer in Charge, and

3. The contractor.

This advance shall further be subject to the condition that such plant and equipment (a) are considered by the Engineer-in-Charge to be necessary for the works; (b) and are in working order and are maintained in working order; (c) hypothecated to the Government as specified by the Engineer-in-Charge before the payment of advance is released. The contractor shall not be permitted to remove from the site such hypothecated plant and equipment without the prior written permission of the Engineer-in-Charge. The contractor shall be responsible for maintaining such plant and equipment in good working order during the entire period of hypothecation failing which such advance shall be entirely recovered in lump sum. For this purpose, steel scaffolding and form work shall be treated as plant and equipment.

The contractor shall insure the Plant and Machinery for which mobilization advance is sought and given, for a sum sufficient to provide for their replacement at site. Any amounts not recovered from the insurer will be borne by the contractor.

- (iv) The mobilization advance and plant and machinery advance in (ii) & (iii) above bear simple interest at the rate of 10 per cent per annum and shall be calculated from the date of payment to the date of recovery, both days inclusive, on the outstanding amount of advance. Recovery of such sums advanced shall be made by the deduction from the contractors bills commencing after first ten per cent of the gross value of the work is executed and paid, on pro-rata percentage basis to the gross value of the work billed beyond 10% in such a way that the entire advance is recovered by the time eighty per cent of the gross value of the contract is executed and paid, together with interest due on the entire

outstanding amount up to the date of recovery of the installment.

- (v) If the circumstances are considered reasonable by the Engineer-in-Charge, the period mentioned in (ii) and (iii) for request by the contractor in writing for grant of mobilization advance and plant and equipment advance may be extended in the discretion of the Engineer-in-Charge.

### **CLAUSE 10C**

Payment on Account of Increase in Prices/Wages due to Statutory Order(s)

If after submission of the tender, the price of any material incorporated in the works (excluding the materials covered under Clause 10CA and/or wages of labour increases as a direct result of the coming into force of any fresh law, or statutory rule or order (but not due to any changes of rate in sales tax/VAT, Central/State Excise/Custom Duty) beyond the prices/wages prevailing at the time of the last stipulated date of receipt of tenders including extensions, if any, for the work during contract period including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, then the amount of the contract shall accordingly be varied and provided further that any such increase shall be limited to the price/wages prevailing at the time of stipulated date of completion or as prevailing for the period under consideration, whichever is less.

If after submission of the tender, the price of any material incorporated in the works (excluding the materials covered under Clause 10CA and/or wages of labour as prevailing at the time of last stipulated date of receipt of tender including extensions, if any, is decreased as a direct result of the coming into force of any fresh law or statutory rules or order (but not due to any changes of rate in sales tax/VAT, Central/State Excise/Custom Duty), NRDA shall in respect of materials incorporated in the works (excluding the materials covered under Clause 10CA and/or labour engaged on the execution of the work after the date of coming into force of such law statutory rule or order be entitled to deduct from the dues of the contractor, such amount as shall be equivalent to the

difference between the prices of the materials and/or wages as prevailed at the time of the last stipulated date for receipt of tenders including extensions if any for the work and the prices of materials and/or wages of labour on the coming into force of such law, statutory rule or order. This will be applicable for the contract period including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2.

Engineer-in-Charge may call books of account and other relevant documents from the contractor to satisfy himself about reasonability of increase in prices of materials and wages.

The contractor shall, within a reasonable time of his becoming aware of any alteration in the price of any such materials and/or wages of labour, give notice thereof to the Engineer-in-Charge stating that the same is given pursuant to this condition together with all information relating thereto which he may be in position to supply.

For this purpose, the labour component of the work executed during period under consideration shall be the percentage as specified in Schedule F, of the value of work done during that period and the increase/decrease in labour shall be considered on the minimum daily wages in rupees of any unskilled adult male mazdoor, fixed under any law, statutory rule or order.

**Escalation      CLAUSE 10 CA:**

Reimbursement /Refund on Variation in Prices of Materials / P.  
O. L. and Labour Wages

**Price Adjustment: -**

Contract price shall be adjusted for increase or decrease in rates and price of labour, materials, POL, in accordance with the following principles and procedure and as per formula given below.

**Note:** -Price adjustment shall be applicable from reckoned date and



*upto validly extended period under Clause 5.1 above but shall not apply to the period when, work is carried out under Clause 2 above.*

- A. The price adjustment shall be determined during each month from the formula given in the hereunder.
- B. Following expressions and meanings are assigned to the work done during each month:

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

**The formulas (e) for adjustment of prices are: -**

**R=** Total value of work done during the month. It would include the amount of secured advance granted, if any, during the month, less the amount of secured advance recovered, if any during the month. It will exclude value for works executed under variations for which price adjustment will be worked separately based on the terms mutually agreed.

**Adjustment for labour component**

- (i) Price adjustment for increase or decrease in the cost due to labour shall be paid in accordance with the following formula:

$$V_L = 0.85 \times P1/100 \times R \times (L_i - L_o)/L_o$$

$V_L$  = increase or decrease in the cost of work during the month under consideration due to changes in rates for local labour.

$L_o$  = the consumer price index for industrial workers at the town nearest to

the site or work as published by Labour Bureau, Ministry of Labour, Govt. of India, on last date of submission of

tender document including all extension.

$L_i$  = The consumer price index for industrial workers at the town nearest to the site of work for the month under consideration as published by Labour Bureau, Ministry of Labour, Government of India.

$P_i$  = Percentage of labour component of the work.

#### **Adjustment for cement component**

- (ii) Price adjustment for increase or decrease in the cost of cement procured by the contractor shall be paid in accordance with the following formula;

$$V_c = 0.85 \times P_c / 100 \times R \times (C_i - C_o) / C_o$$

$V_c$  = increase or decrease in the cost of work during the month under consideration due to changes in rates for cement

$C_o$  = The all India wholesale price index for cement as published by the Ministry of Industrial Development, Government of India, New Delhi. on last date of submission of tender document including all extension.

$C_i$  = The all India average wholesale price index for cement for the month under consideration as published by Ministry of Industrial Development, Govt. of India, New Delhi.

$P_c$  = Percentage of cement component of the work.

#### **Adjustment for steel component**

- (iii) Price adjustment for increase or decrease in the cost of steel procured by the Contractor shall be paid in accordance with the following formula;

$$V_s = 0.85 \times P_s / 100 \times R \times (S_i - S_0) / S_0$$

$V_s$  = increase or decrease in the cost of work during the month under consideration due to changes in the rates for steel.

$S_0$  = The all India wholesale price index for steel (Bar and Rods) as published by the Ministry of Industrial Development, Government of India, New Delhi, on last date of submission of tender document including all extension.

$S_j$  = The all India average wholesale price index for steel (Bar and Rods) for the month under consideration as published by Ministry of Industrial Development, New Delhi.

$P_s$  = Percentage of steel component of the work.

Note:- for the application of this clause, index of Bars and Rods has been to represent steel group.

#### **Adjustment of bitumen component**

(iv) Price adjustment for increase or decrease in the cost of bitumen shall be paid in accordance with the following formula;

$$V_L = 0.85 \times P_b / 100 \times R \times (B_i - B_0) / B_0$$

$V_b$  = Increase or decrease in the cost of work during the month under Consideration due to changes in rates for bitumen.

$B_0$  = The official retail price of bitumen at the IOC depot at nearest centre on last date of submission of tender document including all extension.

$B_j$  = The official retail price of bitumen of IOC depot at nearest center for the 15th day of the month under consideration.

$P_h$  = Percentage of bitumen component of the work.

### **Adjustment of POL (fuel and lubricant) component**

- (v) Price adjustment for increase or decrease in cost of POL (fuel and lubricant) shall be paid in accordance with the following formula;

$$V_f = 0.65 \times P_f/100 \times R_x(F_i - F_o)/F_o$$

$V_f$  = Increase or decrease in the cost or work during the month under consideration due to changes in rates for fuel and lubricants.

$F_o$  = The official price of High Speed Diesel (HSD) at the existing consumer Diesel pumps out let at nearest center on last date of submission of tender document including all extension.

$F_i$  = The official retail price of HSD at the existing consumer pumps of IOC at nearest center for the 15th day of month under consideration.

$P_f$  = Percentage of fuel and lubricants component of the work.

*Note: - For the application of this clause, the price of High speed Diesel Oil has been chosen to represent fuel and lubricants group.*

### **Adjustment of Other Materials Component**

- (vii) Price adjustment for increase or decrease in cost of local materials other than

Cement, steel, Bitumen and POL procured by the contractor shall lay in accordance with the following formula;

$$V_m = 0.85 \times P_m/100 \times R_x(M_i - M_o)/M_o$$

$V_m$  = Increase or decrease in the cost of work during the month under consideration due to changes in rates for local materials other than cement, steel, bitumen and POL.

$M_o$  = The all India wholesale price index (all commodities) as published by the Ministry of Industrial Development, Govt. of India, New Delhi, on last date of

submission of tender document including all extension.

$M_j$  = The all India Wholesale price index (all commodities) for the month under consideration as published by Ministry of Industrial Development, Govt. of India, New Delhi.

$P_m$  = Percentage of local material component (Other than cement, steel, bitumen and POL) of the work.

**The following percentages will govern the price adjustment for the entire contract:**

Sl.	Components	For road	For	For bridge
1	Labour- $P_l$	25%	35%	30%
2	Cement- $P_c$	5%	10%	25%
3	Steel - $P_s$	5%	10%	25%
4	Bitumen – $P_b$	10%	-	-
5	POL - $P_f$	10%	10%	10%
6	Other materials - $P_m$	45%	35%	10%
	<b>Total</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>

*Note:-If in the execution of contract for Road works use of certain material(s) is/are not involved (Viz cement, steel, Bitumen etc.), then the percentage of other material- $P_m$  shall be increased to that extent*

*Example: - Say in a contract of roadwork steel is not required ( $P_s$ -5%).  $P_m$  shall become*

$$45\%+5\%=50\%$$

Or

Say cement & steel not required then  $P_m$  shall become  $45\%+5\%+5\%=55\%$  and so on Work to be executed in Accordance with Specification, Drawing, Order, etc.

#### **CLAUSE 10 D**

Dismantled Material NRDA Property      The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work, etc. as NRDA's property and such materials shall be disposed off to the best advantage of NRDA according to the instructions in writing issued by the Engineer-in-Charge.

**CLAUSE 11**

Work to be Executed in Accordance with Specifications, Drawings, Orders etc.

The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the Engineer-in-Charge and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in the standard specifications of **Central Public Works Department, or/and MORTH, CPHEEO** as specified in Schedule 'F' or in any Bureau of Indian Standard or any other, published standard or code or, Schedule of Rates or any other printed publication referred to elsewhere in the contract.

The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.

**CLAUSE 12**

Deviations/ Variations Extent and Pricing

The CE(E) shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or

substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

12.1 The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered, be extended, if requested by the contractor, as follows:

- (i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus
- (ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge.

Deviation,  
Extra Items  
and Pricing

12.2 In the case of extra item(s) (items that are completely new, and are in addition to the items contained in the contract), the contractor may within fifteen days of receipt of order or occurrence of the item(s) claim rates, supported by proper analysis, for the work and the Engineer-in-charge with prior approval of CE(E) shall within one month of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

In the case of substituted items (items that are taken up with partial substitution or in lieu of items of work in the contract), the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned in

the following para.

- Deviation,  
Substituted  
Items, Pricing
- (a) If the market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).
- (b) If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).

Deviation,  
Deviated  
Quantities,  
Pricing

In the case of contract items, substituted items, contract cum substituted items, which exceed the limits laid down in schedule F, the contractor may within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper analysis for the work in excess of the above mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the schedule of quantities, the Engineer in Charge with prior approval of CE(E) shall within one month of receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

- 12.3 The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess of the limits laid down in Schedule F, and the Chief Executive Officer shall after giving notice to the contractor within one month of



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occurrence of the excess and after taking into consideration any reply received from him within fifteen days of the receipt of the notice, revise the rates with prior approval of the CE(E) for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.

- 12.4 The contractor shall send to the Engineer-in-Charge once every three months, an up to date account giving complete details of all claims for additional payments to which the contractor may consider himself entitled and of all additional work ordered by the Engineer-in-Charge after approval of the Chief Executive Officer which he has executed during the preceding quarter failing which the contractor shall be deemed to have waived his right. However, the Chief Executive Officer may authorize consideration of such claims on merits.
- 12.5 For the purpose of operation of Schedule "F", the following works shall be treated as works relating to foundation unless & otherwise defined in the contractor:
- (i) For Buildings : All works up to 1.2 metres above ground level or up to floor 1 level whichever is lower.
  - (ii) For abutments, piers and well staining : All works up to 1.2 m above the bed level.
  - (iii) For retaining walls, wing walls, compound walls, chimneys, over head reservoirs/tanks and other elevated structures : All works up to 1.2 metres above the ground level.
  - (iv) For reservoirs/tanks (other than overhead reservoirs/tanks) : All works up to 1.2 metres above the ground level.
  - (v) For basement: All works up to 1.2 m above ground level or

up to floor 1 level whichever is lower.

- (vi) For Roads, all items of excavation and filling including treatment of sub base.

12.6 Any operation incidental to or necessarily has to be in contemplation of tenderer while filing tender, or necessary for proper execution of the item included in the Schedule of quantities or in the schedule of rates mentioned above, whether or not specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.

### CLAUSE 13

Foreclosure of contract due to Abandonment or Reduction in Scope of Work

If at any time after acceptance of the tender, NRDA shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Engineer-in-Charge shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

The contractor shall be paid at contract rates, full amount for works executed at site and, in addition, a reasonable amount as certified by the Engineer-in-Charge for the items hereunder mentioned which could not be utilized on the work to the full extent in view of the foreclosure;

- (i) Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters

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and site office; storage accommodation and water storage tanks.

- (ii) NRDA shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however NRDA shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to be taken over by NRDA, cost of such materials as detailed by Engineer-in-Charge shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.
- (iii) If any materials supplied by NRDA are rendered surplus, the same except normal wastage shall be returned by the contractor to NRDA at rates not exceeding those at which these were originally issued, less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the contractor. In addition, cost of transporting such materials from site to NRDA stores, if so required by NRDA, shall be paid.
- (iv) Reasonable compensation for transfer of T & P from site to contractor's permanent stores or to his other works, whichever is less. If T & P are not transported to either of the said places, no cost of transportation shall be payable.
- (v) Reasonable compensation for repatriation of contractor's site staff and imported labour to the extent necessary.

The contractor shall, if required by the Engineer- in-Charge, furnish to him, books of account, wage books, time sheets and other relevant documents and evidence as may be necessary to enable him to certify

the reasonable amount payable under this condition.

The reasonable amount of items on (i), (iv) and (v) above shall not be in excess of 2% of the cost of the work remaining incomplete on the date of closure, i.e. total stipulated cost of the work as per accepted tender less the cost of work actually executed under the contract and less the cost of contractor's materials at site taken over by the NRDA as per item (ii) above. Provided always that against any payments due to the contractor on this account or otherwise, the Chief Executive Officer shall be entitled to recover or be credited with any outstanding balances due from the contractor for advance paid in respect of any tool, plants and materials and any other sums which at the date of termination were recoverable by the NRDA from the contractor under the terms of the contract.

#### **CLAUSE 14**

Carrying out  
part work at  
risk & cost of  
contractor

If contractor:

- (i) At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 days in this respect from the Engineer-in-Charge; or
- (ii) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the Engineer-in-Charge; or

Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge.

The Chief Executive Officer without invoking action under clause 3 may, without prejudice to any other right or remedy against the

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contractor which have either accrued or accrue thereafter to NRDA, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to:

- (a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or
- (b) Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor.

The Engineer-in-Charge shall determine the amount, if any, is recoverable from the contractor for completion of the part work/ part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the contractor, the liability of contractor on account of loss or damage suffered by NRDA because of action under this clause shall not exceed 10% of the tendered value of the work.

In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor. The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the department are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.

Any excess expenditure incurred or to be incurred by NRDA in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by NRDA as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to NRDA in law or per as agreement be

recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Chief Executive Officer shall have the right to sell any or all of the contractors' unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.

In the event of above course being adopted by the Chief Executive Officer, 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 any account or with a view to the execution of the work or the performance of the contract.

#### **CLAUSE 15**

- Suspension of Work
- (i) The contractor shall, on receipt of the order in writing of the Engineer-in-Charge, ( which he shall issue only after written approval of CE(E) and which decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as the CE(E) may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons:
- (a) on account of any default on the part of the contractor or;
  - (b) for proper execution of the works or part thereof for reasons other than the default of the contractor; or

- (c) for safety of the works or part thereof.

The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the CE(E).

- (ii) If the suspension is ordered for reasons (b) and (c) in sub-para (i) above:
- (a) the contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%, for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and;
- (b) If the total period of all such suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall, in addition, be entitled to such compensation as the CE(E) may consider reasonable in respect of salaries and/or wages paid by the contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the CE(E) within fifteen days of the expiry of the period of 30 days.
- (iii) If the works or part thereof is suspended on the orders of the CE(E) for more than three months at a time, except when suspension is ordered for reason (a) in sub-para (i) above, the contractor may after receipt of such order serve a written notice on the CE(E) requiring permission within fifteen days from receipt by the CE(E) of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the

contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by NRDA or where it affects whole of the works, as an abandonment of the works by NRDA, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the CE(E). In the event of the contractor treating the suspension as an abandonment of the contract by NRDA, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the CE (E) may consider reasonable, in respect of salaries and/or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the CE (E) within 30 days of the expiry of the period of 3 months.

Provided, further, that the contractor shall not be entitled to claim any compensation from NRDA for the loss suffered by him on account of delay by NRDA in the supply of materials in schedule 'B' where such delay is covered by difficulties relating to the supply of wagons, force majeure including non-allotment of such materials by controlling authorities, acts of God, acts of enemies of the state/country or any reasonable cause beyond the control of the NRDA.

#### **CLAUSE 16**

Action in case work not done as per Specifications	All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Engineer-In-charge, his authorized subordinates in charge of the work and all the superior officers, or any officer organization engaged by the <u>NRDA</u> for Quality Assurance and of the Chief Technical Examiner's Office, and the contractor shall, at all times,
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during the usual working hours and at all other times at which reasonable notice of the visit of during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

If it shall appear to the Engineer-in-charge or his authorized subordinates incharge of the work or to the or the officers of the organization engaged by the NRDA–for Quality Assurance or to the Chief Technical Examiner or his subordinate officers, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be made within twelve months (six months in the case of work costing Rs. 10 Lac and below except road work) of the completion of the work from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Engineer-in- Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non-completion of the work in time) for this default.

In such case the Engineer-in-Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the authority specified in schedule 'F' may consider reasonable during the preparation of on account bills or final bill if

the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and/or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the contractor.

#### **CLAUSE 17**

Contractor Liable for Damages, defects during maintenance period	If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within Twenty four months (Twelve months in the case of work costing Rs. Ten lacs and below except road work) after a certificate final or otherwise of its completion shall have been given by the Engineer-in-Charge as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineer-in-Charge cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of twelve months (six months in the case of work costing Rs. Ten lacs and below except road work) after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later. Provided that in the case of road work, if in the opinion of the Engineer-in-Charge, half of the security deposit is sufficient, to meet all liabilities of the contractor under this contract, half of the security
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deposit will be refundable after six months and the remaining half after twelve months of the issue of the said certificate of completion or till the final bill has been prepared and passed whichever is later.

In case of Maintenance and Operation works of E&M services, the security deposit deducted from contractors shall be refunded within one month from the date of final payment or within one month from the date of completion of the maintenance contract whichever is earlier.

### **CLAUSE 18**

The contractor shall provide at his own cost all materials (except such special materials, if any, as may in accordance with the contract be supplied from the Engineer-in-Charge's stores), machinery, tools & plants as specified in schedule F. In addition to this, appliances, implements, other plants, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore 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 the measurement for examination at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the Engineer-in-Charge at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract or otherwise and/or from his security deposit or the proceeds of sale thereof, or of a sufficient portions thereof.

### **CLAUSE 18 A**

Recovery of Compensation paid to Workmen

In every case in which by virtue of the provisions sub-section (1) of Section 12, of the Workmen's Compensation Act, 1923, NRDA is obliged to pay compensation to a workman employed by the contractor, in execution of the works, NRDA will recover from the contractor, the amount of the compensation so paid; and, without prejudice to the rights of the NRDA under sub-section (2) of Section 12, of the said Act, NRDA shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by NRDA to the contractor whether under this contract or otherwise. NRDA shall not be bound to contest any claim made against it under sub-section (1) of Section 12, of the said Act, except on the written request of the contractor and upon his giving to NRDA full security for all costs for which NRDA might become liable in consequence of contesting such claim.

#### **CLAUSE 18 B**

Ensuring Payment and Amenities to Workers if Contractor fails

In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, Government is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules under Clause 19H or under the **Contractor's Labour Regulations**, or under the Rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by **Contractors**, NRDA will recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the NRDA under sub-section(2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, NRDA shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by NRDA to the contractor whether under this contract or otherwise NRDA shall not be bound to

contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the NRDA full security for all costs for which NRDA might become liable in contesting such claim.

### **CLAUSE 19**

Labour Laws to be complied by the Contractor      The contractor shall obtain a valid licence under the Contract Labour (R&A) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.

The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.

Any failure to fulfill these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.

### **CLAUSE 19 A**

No labour below the age of fourteen years shall be employed on the work.

### **CLAUSE 19 B**

Payment of Wages      Payment of wages:

- (i) The contractor shall pay to labour employed by him either directly or through subcontractors, wages not less than fair wages as defined in the ***Contractor's Labour Regulations*** or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and

Abolition) Central Rules, 1971, wherever applicable.

- (ii) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.
- (iii) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the **contractor's Labour Regulations** made by Government from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorizedly made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- (iv)
  - (a) The Engineer-in-Charge concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.
  - (b) Under the provision of **Minimum Wages (Central) Rules, 1950**, the contractor is bound to allow to the labours

directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in-Charge concerned.

- (v) The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contractor's Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.
- (vi) The contractor shall indemnify and keep indemnified NRDA against payments to be made under and for the observance of the laws aforesaid and the **Contractor's Labour Regulations** without prejudice to his right to claim indemnity from his sub-contractors.
- (vii) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- (viii) Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.

**CLAUSE 19 C**

In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid, he shall be liable to pay a penalty as may be decided by the CE (E) not exceeding Rs. 5,000/- for each default and in addition, the Engineer-in- Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

**CLAUSE 19 D-Deleted****CLAUSE 19 E-Deleted****CLAUSE 19 G-Deleted****CLAUSE 19 H-Deleted****CLAUSE 19 I-Deleted****CLAUSE 19 J-Deleted****CLAUSE 19 K**

Employment of skilled/semi skilled workers	The contractor shall, at all stages of work, deploy skilled/semi skilled tradesmen who are qualified and possess certificate in particular trade from <u>Chhattisgarh Nirman Academy</u> <u>NRDA</u> Training Institute/Industrial Training Institute/National Institute of construction Management and Research (NICMAR)/ National Academy of Construction, CIDC or any similar reputed and recognized Institute managed/ certified by State/Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/semi skilled workers required in each trade at any stage of work. The contractor shall submit number
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of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer in charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer-in-Charge. Failure on the part of contractor to obtain approval of Engineer-in-Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate of Rs. 100 per such tradesman per day. Decision of Engineer in Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding.

Provided always, that the provisions of this clause, shall not be applicable for works with estimated cost put to tender being less than Rs. 5 crores.

#### **CLAUSE 20**

Minimum Wages Act to be Complied with	The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, amended from time to time and rules framed thereunder and other labour laws affecting contract labour that may be brought into force from time to time.
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#### **CLAUSE 21**

Work not to be sublet Action in case of insolvency	The contract shall not be assigned or sublet without the written approval of the <u>Chief Executive Officer</u> . And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any public officer or person in the
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employ of Government or NRDA in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Chief Executive Officer on behalf of the **Naya Raipur Development Authority** shall have power to adopt the course specified in Clause 3 hereof in the interest of Government or NRDA and in the event of such course being adopted, the consequences specified in the said Clause 3 shall ensue.

#### **CLAUSE 22**

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

#### **CLAUSE 23**

<p>Changes in firm's Constitution to be intimated</p>	<p>Where the contractor is a partnership firm, the previous approval in writing of the <u>Chief Executive Officer</u> shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern, such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 21 hereof and the same action may be taken, and the same consequences shall ensue as provided in the said Clause 21.</p>
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#### **CLAUSE 24**

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Engineer-

in-Charge who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

## CLAUSE 25

### Settlement of disputes & Arbitration

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before 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 in 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 cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

- (i) If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the CE (E) in writing for written instruction or decision. Thereupon, the CE (E) shall give his written instructions or decision within a period of one month from the receipt of the contractor's letter.

If the CE(E) fails to give his instructions or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instructions or decision of the CE(E), the contractor may, within 15 days of the receipt of CE(E) decision, appeal to the Chief Executive Officer who shall afford an opportunity to the contractor to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Chief Executive Officer

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shall give his decision within 30 days of receipt of contractor's appeal. If the contractor is dissatisfied with this decision, the contractor shall within a period of 30 days from receipt of the decision, give notice to the Chairman NRDA for appointment of arbitrator on prescribed proforma as per Appendix XV, failing which the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.

- (ii) Except where the decision has become final, binding and conclusive in terms of Sub Para (i) above, disputes or difference shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Chief Executive Officer, NRDA. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Chief Executive Officer of the appeal.

It is also a term of this contract that no person, other than a person appointed by the Chairman NRDA, NRDA as aforesaid, should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.

It is also a term of this contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the Engineer-in-charge that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the NRDA shall be

discharged and released of all liabilities under the contract in respect of these claims.

The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.

It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs. 1,00,000/-, the arbitrator shall give reasons for the award.

It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties.

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

## **CLAUSE 26**

Contractor to     The contractor shall fully indemnify and keep indemnified the **Naya**

indemnify **Raipur Development Authority** against any action, claim or proceeding relating to infringement or use of any patent or design or NRDA against any alleged patent or design rights and shall pay any royalties which Patent Rights may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against **NRDA** in respect of any such matters as aforesaid, the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise therefrom, provided that the contractor shall not be liable to indemnify the **Naya Raipur Development Authority** if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.

#### **CLAUSE 27**

Lumpsum Provisions in Tender When the estimate on which a tender is made includes lump sum 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 the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Engineer-in-Charge payable of measurement, the Engineer-in-Charge may at 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 provisions of the clause.

#### **CLAUSE 28**

Action where no Specifications are specified In the case of any class of work for which there is no such specifications as referred to in Clause 11, such work shall be carried out in accordance with the Bureau of Indian Standards Specifications. In case there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturers' specifications, if not available then as per District Specifications. In case there are no such

specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.

#### **CLAUSE 29**

Withholding  
and lien in  
respect of sum  
due from  
contractor

- (i) Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the Engineer-in-Charge or the NRDA shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the Engineer-in-Charge or the NRDA shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Engineer-in-Charge or the NRDA shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the Engineer-in-Charge of the NRDA or any contracting person through the Engineer-in-Charge pending finalization of adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Engineer-in-Charge or NRDA will be kept withheld or retained as such by the Engineer-in-Charge or NRDA till the claim arising out of or under the contract is determined by the arbitrator(if the contract is governed by the arbitration clause) by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien

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referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Engineer-in-Charge or the NRDA shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.

- (ii) NRDA shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over-payment and it shall be lawful for NRDA to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by NRDA to the contractor, without any interest thereon whatsoever.

Provided that the NRDA shall not be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Engineer –in Charge on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Engineer-in-Charge.

#### **CLAUSE 29 A**

Lien in respect Any sum of money due and payable to the contractor (including the



of claims in other Contracts security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-in-Charge or the NRDA or any other contracting person or persons through NRDA against any claim of the Engineer-in-Charge or NRDA or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Engineer-in-Charge or the NRDA or with such other person or persons.

It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Engineer-in-Charge or the NRDA will be kept withheld or retained as such by the Engineer-in-Charge or the NRDA or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

#### **CLAUSE 30--Deleted**

#### **CLAUSE 31**

Unfiltered Water Supply The contractor(s) shall make his/their own arrangements for water required for the work and nothing extra will be paid for the same. This will be subject to the following conditions.

- (i) That the water used by the contractor(s) shall be fit for construction purposes to the satisfaction of the Engineer-in-Charge.
- (ii) The Engineer-in-Charge shall make alternative arrangements for supply of water at the risk and cost of contractor(s) if the arrangements made by the contractor(s) for procurement of water are in the opinion of the Engineer-in-Charge,

unsatisfactory.

### CLAUSE 31 A

Departmental Water Supply, if available Water if available may be supplied to the contractor by the department subject to the following conditions:-

- (i) The water charges @ 1 % shall be recovered on gross amount of the work done.
- (ii) The contractor(s) shall make his/their own arrangement of water connection and laying of pipelines from existing main of source of supply.
- (iii) The NRDA do not guarantee to maintain uninterrupted supply of water and it will be incumbent on the contractor(s) to make alternative arrangements for water at his/ their own cost in the event of any temporary break down in the NRDA water supply so that the progress of his/their work is not held up for want of water. No claim of damage or refund of water charges will be entertained on account of such break down.

### CLAUSE 32

Alternate water arrangements (i) Where there is no piped water supply arrangement and the water is taken by the contractor from the wells or hand pump tube well constructed by the NRDA, no charge shall be recovered from the contractor on that account. The contractor shall, however, draw water at such hours of the day that it does not interfere with the normal use for which the hand pumps and wells are intended. He will also be responsible for all damage and abnormal repairs arising out of his use, the cost of which shall be recoverable from him. The CE (E) shall be the final authority to determine the cost recoverable from the contractor on this account and his decision shall be binding on the

contractor.

- (ii) The contractor shall be allowed to construct temporary wells and /or tube well in NRDA land for taking water for construction purposes only after he has got permission of the Engineer-in-Charge in writing. No charges shall be recovered from the contractor on this account, but the contractor shall be required to provide necessary safety arrangements to avoid any accidents or damage to adjacent buildings, roads and service lines. He shall be responsible for any accidents or damage caused due to construction and subsequent maintenance of the wells and he should handover to NRDA in good working condition with free of cost.

### **CLAUSE 33**

Return of  
Surplus  
materials

Notwithstanding anything contained to the contrary in this contract, where any materials for the execution of the contract are procured with the assistance of NRDA purchase made under orders or permits or licences issued by Government, the contractor shall hold the said materials economically and solely for the purpose of the contract and not dispose of them without the written permission of the NRDA and return, if required by the Engineer-in-Charge, all surplus or unserviceable materials that may be left with him after the completion of the contract or at its termination for any reason whatsoever on being paid or credited such price as the Engineer-in-Charge shall determine having due regard to the condition of the materials. The price allowed to the contractor however shall not exceed the amount charged to him excluding the element of storage charges. The decision of the Engineer-in-Charge shall be final and conclusive. In the event of breach of the aforesaid condition, the contractor shall in addition to throwing himself open to action for contravention of the terms of the licence or permit and/or for criminal breach of trust, be liable to NRDA for all moneys, advantages or profits resulting or which in the usual course

would have resulted to him by reason of such breach.

**CLAUSE 34 Deleted**

***CLAUSE 35 – Deleted***

**CLAUSE 36**

Employment of Contractors Superintendence, Supervision, Technical Staff &  
Technical Staff Employees

and

employees

- (i) The contractor shall provide all necessary superintendence during execution of the work and all along thereafter as may be necessary for proper fulfilling of the obligations under the contract.

The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Engineer-in-Charge, the name(s), qualifications, experience, age, address(s) and other particulars along with certificates, of the principal technical representative to be in charge of the work and other technical representative(s) who will be supervising the work. Minimum requirement of such technical representative(s) and their qualifications and experience shall not be lower than specified in Schedule 'F'. The Engineer-in-Charge shall within 3 days of receipt of such communication intimate in writing his approval or otherwise of such a representative(s) to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative(s) according to the provisions of this clause. Decision of the tender accepting authority shall be final and binding on the contractor in this respect. Such a principal technical representative and other technical representative(s) shall be appointed by the contractor

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soon after receipt of the approval from Engineer-in-charge and shall be available at site before start of work.

All the provisions applicable to the principal technical representative under this agreement will also be applicable to other technical representative(s). The principal technical representative and other technical representative(s) shall be present at the site of work for supervision at all times when any construction activity is in progress and also present himself/themselves, as required, to the Engineer-in-Charge and/or his designated representative to take instructions. Instructions given to the principal technical representative or other technical representative(s) shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative and other technical representative(s) shall be actually available the decision of the Engineer-in-Charge as recorded in the site order book and measurement recorded checked/test checked in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint suitable technical Principal technical representative and/or other technical representative(s) and if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as suitable other technical representative(s) is/are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative(s) alongwith every on account bill/ final bill and shall produce evidence if at any time so required by the Engineer-in-Charge. at site fully during all stages of execution of work, during recording/checking/test checking of measurements of works and whenever so required by the Engineer-in-Charge and shall also

note down instructions conveyed by the Engineer-in- Charge or his designated representative(s) in the site order book and shall affix his/their signature in token of noting down the instructions and in token of acceptance of measurements/ checked measurements/test checked measurements. The representative(s) shall not look after any other work. Substitutes, duly approved by Engineer-in-Charge of the work in similar manner as aforesaid shall be provided in event of absence of any of the representative(s) by more than two days.

If the Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative(s) is/are effectively appointed or is/are effectively attending or fulfilling the provision of this clause, a recovery (non-refundable) shall be effected from the contractor as specified in Schedule 'F' and

- (ii) The contractor shall pay all quarry, Royalty charges etc. If the contractor fails to produce the royalty clearance certificate from concerned department then the CEO shall deduct the royalty charges from his bills and keep in deposit head, which shall be refunded to the contractor on production of royalty clearance certificate from the concerned department. If he fails to produce the royalty clearance certificate with in 30 days of submission of final bill, then royalty charges which was keep under deposit head by the CEO shall be deposited to the concerned department and his final bill payment shall be released.

Any change in the royalty rates of minor minerals notified by the state after the date of submission of financial offer by the bidder/contractor, then this increase/decrease in the rates shall be reimbursed/deducted on actual basis.

The contractor shall provide and employ skilled, semiskilled and unskilled labour as is necessary for proper and timely execution of the work.

The Engineer-in-Charge shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Engineer-in-Charge to be undesirable. Such person shall not be employed again at works site without the written permission of the Engineer-in-Charge and the persons so removed shall be replaced as soon as possible by competent substitutes.

### CLAUSE 37

- Levy/Taxes payable by Contractor
- (i) Sales Tax/VAT (except Service Tax), Building and other Construction Workers Welfare Cess or any other tax or Cess in respect of this contract shall be payable by the contractor and NRDA shall not entertain any claim whatsoever in this respect. However, in respect of service tax, same shall be paid by the contractor to the concerned department on demand and it will be reimbursed to him by the NRDA after satisfying that it has been actually and genuinely paid by the contractor.
  - (ii) The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar, etc. from local authorities.

If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the NRDA and does not any time become payable by the contractor to the State Government, Local authorities in respect of any material used by the contractor in the works, then in such a case, it shall be lawful to the NRDA and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.

### CLAUSE 38

- Conditions for reimbursement of levy/taxes if levied after receipt of tenders
- (i) All tendered rates shall be inclusive of all taxes and levies (except Service Tax) payable under respective statutes. However, if any further tax or levy or cess is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes/levies/cess, the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the CE(E)(whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.
  - (ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the NRDA and/or the Engineer-in-Charge and shall also furnish such other information/document as the Engineer-in-Charge may require from time to time.
  - (iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, give a written notice thereof to the Engineer-in-charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

### **CLAUSE 39**

- Termination of Contract on death of contractor
- Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Chief Executive Officer on behalf of the NRDA shall have the option of terminating the contract without compensation to the contractor.

### **CLAUSE 40**

- If relative
- The contractor shall not be permitted to tender for works in the his near



working in NRDA then the contractor not allowed to tender relative is posted—as an officer in any capacity between the grades of the Chief Executive officer to Sub Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any officer in NRDA. Any breach of this condition by the contractor would render him liable to be debarred from tendering in NRDA for any breach of this condition.

NOTE: By the term "near relatives" is meant wife, husband, parents and grandparents, children and grand children, brothers and sisters, uncles, aunts and cousins and their corresponding in-laws.

#### **CLAUSE 41**

No Engineer to work as Contractor within one year of retirement No engineer employed in NRDA engineering or administrative duties in NRDA shall work as a contractor or employee of a contractor for a period of one year after his retirement from NRDA service without the previous permission of NRDA in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of NRDA as aforesaid, before submission of the tender or engagement in the contractor's service, as the case may be.

#### **CLAUSE 42-Deleted**

#### **CLAUSE 43**

Compensation during warlike situations The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Engineer-in-Charge and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the contractor shall when ordered (in writing) by the Engineer-in-Charge to remove any debris from the site, collect and properly stack or remove in

store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the Engineer-in-Charge, such payments being in addition to compensation upto the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed by the. The contractor shall be paid for the damages/destruction suffered and for restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the contract. The certificate of the Engineer-in-Charge regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract.

Provided always that no compensation shall be payable for any loss in consequence of hostilities or warlike operations (a) unless the contractor had taken all such precautions against air raid as are deemed necessary by the A.R.P. Officers or the Engineer-in-Charge (b) for any material etc. not on the site of the work or for any tools, plant, machinery, scaffolding, temporary building and other things not intended for the work.

In the event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the Engineer-in-charge.

#### **CLAUSE 44**

Apprentices Act provisions to be complied with The contractor shall comply with the provisions of the Apprentices Act, 1961 and the rules and orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of the contract and the Chief Executive Officer may, in his discretion, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on

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account of any violation by him of the provisions of the said Act.

**CLAUSE 45**

Release of Security Deposit of the work shall not be refunded till the contractor produces a clearance deposit after labour certificate from the Labour Officer. As soon as the work is virtually complete the contractor clearance shall apply for the clearance certificate to the Labour Officer under intimation to the Engineer-in-Charge. The Engineer-in-Charge, on receipt of the said communication, shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending, on record till after 3 months after completion of the work and/or no communication is received from the Labour Officer to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate and the Security Deposit will be released if otherwise due.

*NOTE: In case of difference or ambiguity in Hindi and English version, the English version will prevail.*

## SAFETY CODE

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than  $V^*$  to 1(<sup>1</sup>A horizontal and 1 vertical.)
2. Scaffolding of staging more than 3.6 m (12ft.) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm. (3ft.) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends there of with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m (12ft.) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.
4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm. (3ft.)
5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. (30ft.) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. ( $11\frac{1}{2}$ " for ladder upto and

including 3 m. (10 ft.) in length. For longer ladders, this width should be increased at least  $V''$  for each additional 30 cm. (1 foot) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit; action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.

6. Excavation and Trenching - All trenches 1.2 m. (4ft.) or more in depth, shall at all times be supplied with at least one ladder for each 30 m. (100 ft.) in length or fraction thereof, Ladder shall extend from bottom of the trench to at least 90 cm. (3ft.) above the surface of the ground. The side of the trenches which are 1.5 m. (5ft.) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m. (5ft.) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances, undermining or undercutting shall be done.
7. Demolition - Before any demolition work is commenced and also during the progress of the work,
  - (i) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
  - (ii) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.

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- (iii) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
8. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned:- The following safety equipment shall invariably be provided.
- (i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
- (ii) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes, shall be provided with protective goggles.
- (iii) Those engaged in welding works shall be provided with welder's protective eye-shields.
- (iv) Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- (v) When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and ventilated atleast for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the contractor shall ensure that the following safety measure are adhered to:-

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- (a) Entry for workers into the line shall not be allowed except under supervision of the engineer deputed by Engineer-in-Charge.
  - (b) At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.
  - (c) Before entry, presence of Toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence.
  - (d) Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.
  - (e) Safety belt with rope should be provided to the workers. While working inside the manholes, such rope should be handled by two men standing outside to enable him to be pulled out during emergency.
  - (f) The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
  - (g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.
  - (h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
  - (i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-

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in-Charge may decide the time up to which a worker may be allowed to work continuously inside the manhole.

- (j) Gas masks with Oxygen Cylinder should be kept at site for use in emergency.
- (k) Air-blowers should be used for flow of fresh air through the manholes. Whenever called for, portable air blowers are recommended for ventilating the manholes. The Motors for these shall be vapour proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at least 2 metres away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.
- (l) The workers engaged for cleaning the manholes/sewers should be properly trained before allowing to work in the manhole.
- (m) The workers shall be provided with Gumboots or non sparking shoes bump helmets and gloves non sparking tools safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.
- (n) Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.
- (o) If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.
- (p) The extent to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-Charge



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regarding the steps to be taken in this regard in an individual case will be final.

- (vi) The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution should be taken:-
- (a) No paint containing lead or lead products shall be used except in the form of paste or ready made paint.
  - (b) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scrapped.
  - (c) Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.
9. (iv) the Contractor shall not employ women and men below the age of 18 on the work of painting with product containing lead in any form, wherever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use :
- (i) White lead, sulphate of lead or product containing these pigment, shall not be used in painting operation except in the form of pastes or paint ready for use.
  - (ii) Measures shall be taken, wherever required in order to prevent danger arising from the application of a paint in the form of spray.
  - (iii) Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dry rubbing down and scraping.

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- (iv) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work,
  - (v) Overall shall be worn by working painters during the whole of working period.
  - (vi) Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials.
  - (vii) Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man as directed by Engineer-in-charge.
  - (viii) Engineer-in-Charge may require, when necessary medical examination of workers.
  - (ix) Instructions with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.
10. When the work is done near any place where there is risk of drowning, all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.
11. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions :-
- (i) (a) These shall be of good mechanical construction, sound materials and adequate.
  - (b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and

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free from patent defects.

- (ii) Every crane driver or hoisting appliance operator, shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to operator.
  - (iii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In 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. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
  - (iv) As regards contractor's machines the contractors shall notify the safe working load of the machine to the Engineer-in-Charge whenever he brings any machinery to site of work and get it verified by the Engineer nominated by Engineer-in-charge concerned.
12. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

13. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
14. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.
15. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer or Engineer-in-Charge of the department or their representatives.
16. Notwithstanding the above clauses from (1) to (15), there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

## **MODEL RULES RELATING TO LABOUR, WATER SUPPLY AND SANITATION IN LABOUR CAMPS**

Notes: These model rules are intended primarily for labour camps, which are not of a permanent nature. They lay down the minimum desirable standard, which should be adhered to standards in permanent or semi-permanent labour camps should not be obviously be lower than those for temporary camps.

1. Location-: The camp should be located in elevated and well drained ground in the locality.
2. Labour huts to be constructed for one family of 5 persons each. The layout to be shown in the prescribed sketch.
3. Hutting: The huts to be built of local material. Each hut should provide at least 20 sqm. of living space.
4. Sanitary facilities: Latrines and urinals shall be provided at least 15 meters away from the nearest quarters separately for man and women specially so marked on the following scale.
5. Latrines - Pit provided at the rate of 10 users or two families per scat, separate urinals as required as the privy can also be used for this purpose.
6. Drinking Water - Adequate arrangement shall be made for the supply of drinking water. If practicable filtered and chlorinated supplies shall be arranged when supplies are from intermittent sources overhead storage tank shall be provided with capacity of five liters a person per day. Where the supply is to be made from a well, it shall conform to the sanitary standard laid down in the report of the Rural Sanitation Committee. The well should be at least 30 meters away from any latrine or other source of population. If possible, hand pump should be installed for drinking water from well. The well should be effectively disinfected once every month and the quality of water should be got tested at the public Health Institution between each work of disinfecting.
7. Bathing and Washing - Separate bathing and washing place shall be provided for men and women for every 25 persons in the camp. There shall be one gap and space of 2 sqm. for washing and bathing. Proper drainage for the wastewater should be provided.
8. Waste Disposal - (A) Dustbin shall be provided at suitable places in camp and the residents shall be directed to throw all rubbish into these dustbin. The dustbins

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shall be provided with cover. The contents shall be removed every day and disposed off by trenching.

**9. Medical facilities**

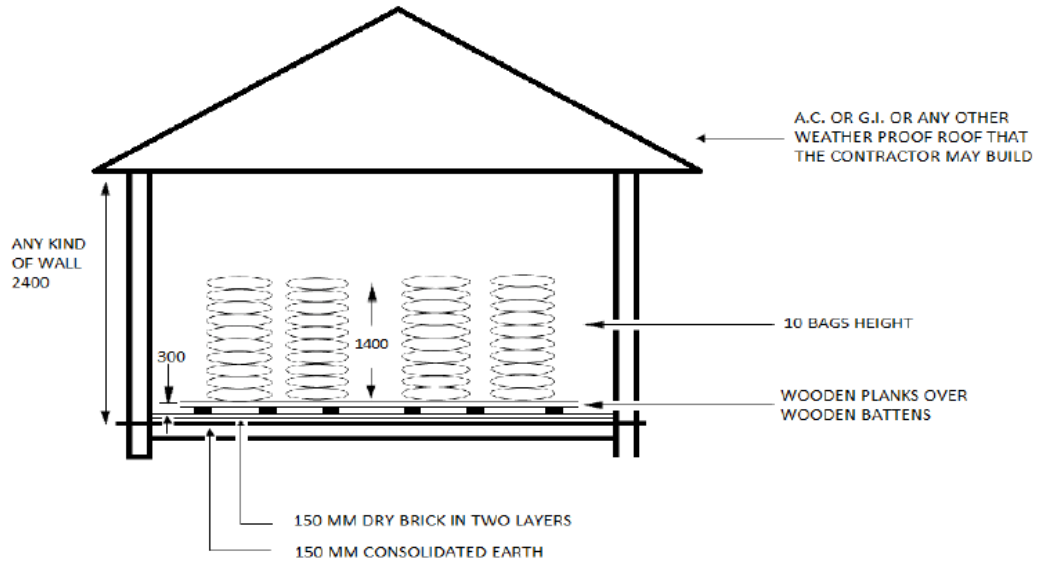
- (A) Every camp where 1000 or more persons reside shall be provided with whole time Doctor and Dispensary. If there are women in the camp, a whole time nurse shall be employed.
- (B) Every camp where less than 1000 but more than 250 persons reside shall be provided with Dispensary and a part time Nurse/Midwife.
- (C) If there are less than 250 persons in any camp a First Aid Kit shall be maintained in-charge of whole time persons, trained in First Aid.

All the medical facilities mentioned above shall be for all residents in the camp including a dependent of the worker, if any free of cost.

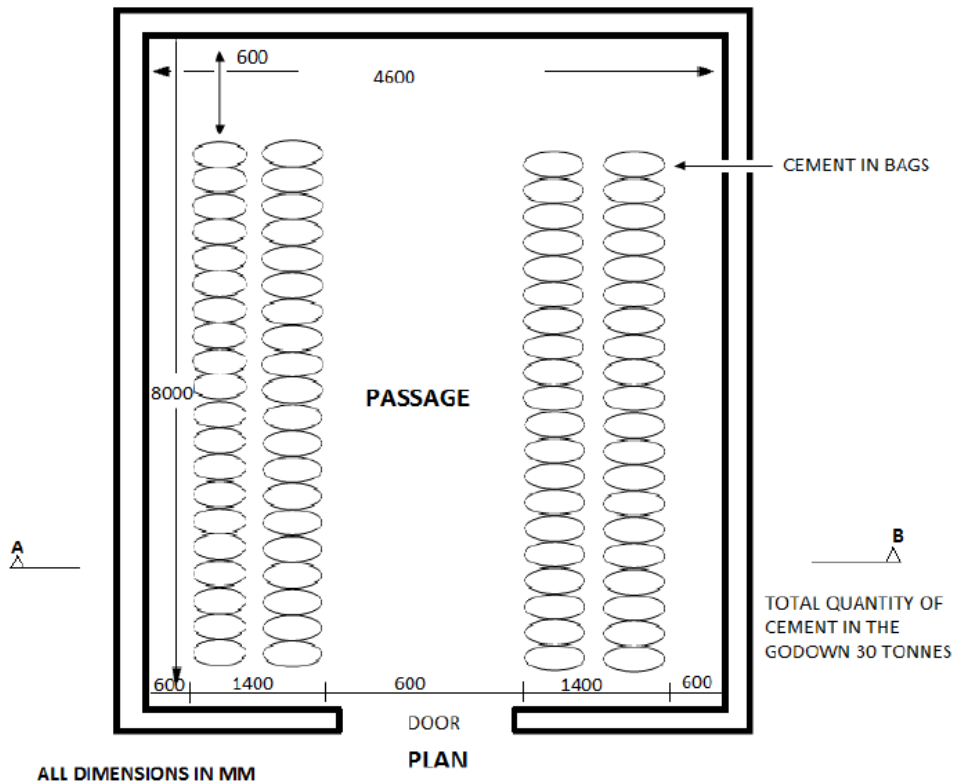
Sanitary Staff - For each labour camp, there shall be qualified Sanitary Inspector and Sweeper should be provided in the following scales:

- (1) For camps with strength over 200 but not exceeding 500 persons. One sweeper for every 75 persons above the first 200 for which 3 sweepers shall be provided.
- (2) For camps with strength over 500 persons one sweeper for every 100 persons above 1 st 500 for which 6 sweepers should be provided.

**SKETCH OF CEMENT GODOWN**



**SECTION AB**



# CONTRACT FORMS



## A. Draft Format for Performance Security

(On Rs.100/- (Rupees hundred only) Stamp Paper from a Nationalised Bank and operatable in Raipur, Chhattisgarh only)

**To,**  
**Naya Raipur Development Authority**  
 Near Mantralaya Mahanadi Dwar,  
 Raipur 492 001, CHHATTISGARH

1. In consideration of the Naya Raipur Development Authority of Chhattisgarh incorporated under Nagar Tatha Gram Nivesh Adhinyam - 1973 (No. 23, Year 1973), having its registered office near Mantralaya Mahanadi Dwar, Raipur 492 001, Chhattisgarh (hereinafter called "NRDA" which expression shall unless repugnant to the subject or context include its successor and assigns) having agreed under the terms and conditions of Contract awarded to \_\_\_\_\_ (hereinafter called "the Contractor" which expression shall unless repugnant to the subject or context include his heirs, executors administrators and assigns/its successors and assigns) and the NRDA in connection with \_\_\_\_\_ (hereinafter called "the Said Contract") to accept a Performance Security as herein provided for Rs. \_\_\_\_\_ from a Nationalised Bank and operatable in Raipur, Chhattisgarh in lieu of the Performance security deposit to be paid for the due fulfillment by the Contractor as per the terms and conditions contained in the said Contract, We the Bank \_\_\_\_\_ constituted and established under the Banking Companies Acquisition and Transfer of Undertaking Act 1970 (hereinafter referred to as "the said Bank") and having our Head Office at \_\_\_\_\_ at the request of Contractor do hereby undertake to pay to the NRDA an amount not exceeding Rs. \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by the NRDA by reason of breach or breaches by the said Contractor(s) of any of the terms and conditions contained in the said agreement, and to unconditionally pay the amount claimed by the NRDA on demand and without demur to the extent expressed.
2. We \_\_\_\_\_ (name of Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the NRDA stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the NRDA by reason of breach by the said contractor of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.
3. We \_\_\_\_\_ (name of Bank) further agree that the Chief Executive Officer, NRDA shall be the sole judge of and as to whether the contractor has committed any breach or breaches of any of the terms and conditions of the said contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the NRDA on account thereof and the decision of the Chief Executive Officer, NRDA that the Contractor has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the NRDA from time to time shall be final and binding on us'.
4. We undertake to pay to the Chief Executive Officer, NRDA any money so demanded notwithstanding any dispute or disputes raised by the Contractor/ supplier in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this security bond shall be a valid discharge of our liability

for payment there under and the contractor /supplier shall have no claim against us for making such payment.

5. We, \_\_\_\_\_ (indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the NRDA under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Chief Executive Officer, NRDA certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the \_\_\_\_\_ we shall be discharged from all liability under this guarantee thereafter.
6. We \_\_\_\_\_ (indicate the name of the Bank) further agree with the Chief Executive Officer, NRDA shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and condition of the said Agreement or to extend time of performance by the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the NRDA against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor or for any forbearance, act or commission on the part of the NRDA or any indulgence by the NRDA to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions have effect of so relieving us.
7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor/ Supplier(s).
8. We, \_\_\_\_\_ (indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the NRDA in writing.
9. This guarantee is valid till \_\_\_\_\_ unless a suitable action to enforce the claim under this guarantee is made within 6 (six) months from \_\_\_\_\_ all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

Dated this \_\_\_\_\_ day of \_\_\_\_\_  
2007 for and on behalf of the Bank

The above Guarantee is accepted by the  
NRDA. For and on behalf of the NRDA

Dated: \_\_\_\_\_

(Name and Designation)

## B. Earnest Money Deposit Form (Bank Guarantee)

(To be valid for minimum period of six months on Rs.100/- (Rupees hundred only) Stamp Paper from a Nationalised Bank operatable in Raipur, Chhattisgarh only)

To,

Naya Raipur Development Authority

Near Mantralaya Mahanadi Dwar,

Raipur 492 001, CHHATTISGARH

1. In consideration of Naya Raipur Development Authority of Chhattisgarh incorporated under Nagar Tatha Gram Nivesh Adhiniyam - 1973 (No. 23, Year 1973), having its registered office near Mantralaya Mahanadi Dwar, Raipur 492 001, Chhattisgarh (herein after called 'NRDA' which expression shall unless it be repugnant to the subject or context on meaning thereof include its successors and assign or assigns) having invited tenders in connection with Contract package No. \_\_\_\_\_ for the execution of the work of .....

And in future consideration of the NRDA having consented to permit M/s. \_\_\_\_\_ (Name of the Tenderer) (hereinafter called "the Tenderer" which expression shall unless it be repugnant on the context and meaning thereof include his heirs, executors, administrators and assign/ assigns) to deposit the Earnest Money Deposit Deposit of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) in the form of an unconditional and irrevocable Bank Guarantee furnished by a **Nationalised Bank and operatable in Raipur, Chhattisgarh, in accordance with the requirement of tender package.** We the Bank of \_\_\_\_\_ constituted and established under the \_\_\_\_\_ banking Companies Act. Acquisition and Transfer undertaking Act 1970 a company incorporated under Companies Act 1956 and Nationalised Bank, within the meaning of Reserve Bank Act 1934, Clause (e) of Section 2 having our Head office at \_\_\_\_\_ do and hereby guarantee, undertake and agree to pay the NRDA a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Tenderer is in breach of its obligation(s) under the tender conditions, because the Tenderer:

- (a) has withdrawn its Tender during the period of tender validity specified by the Tenderer in the Form of Tender; or

- (b) having been notified of the acceptance of its Tender by the NRDA (Employer) during the period of tender validity, (i) fails or refuses to execute the Contract agreement as required, or (ii) fails or refuses to furnish the performance security, in accordance with the Detailed NIT clause 18 (iii) refuse to accept the correction of its Tender Price pursuant to Detailed NIT Clause 24 or
- (c) has given the false documents in support of qualification with the technical tender.
2. We, Bank of \_\_\_\_\_ further agree that the NRDA shall be sole judge of and as to whether the Tenderer has committed any breach or breaches of any of the terms and conditions of the said Tender and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the NRDA on account thereof and the decision of the Chief Executive Officer, NRDA that the Tenderer has committed such breach or breaches and as to the amount or amounts of losses, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the NRDA from time to time shall be final and binding on us.
3. We the said Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that the said tender shall be made valid for acceptance by the NRDA and till all the dues of the NRDA under the said Tender or by virtue of any of the terms and conditions governing the said Tender have been fully paid and it's claims satisfied or discharged and till Chief Executive Officer, NRDA certifies that the terms and conditions of the said Tender have been fully and properly carried out by the Tenderer and accordingly discharges this guarantee subject, however, that the NRDA shall have no claim under this Guarantee after completion of the work or from the date of cancellation of the said contract, as the case may be, unless a notice of the claim under this Guarantee has been served on the Bank before the expiry of the said period of 6 (six) months from the deadline for receipt of tender i.e. in which case the same shall be enforceable against the Bank notwithstanding the fact that the same is enforced after the expiry of the said period of 6 (six) month from the date of receipt of tender.
4. The Chief Executive Officer, NRDA shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee of Indemnity, from time to time to vary any of the terms and conditions of the said Tender or to extend time for performance by the contractor or to postpone for any time and from time to time any of the power exercisable by it against the Tenderer and either to enforce or forbear from enforcing any of the terms and conditions governing the said Tender or securities available to the NRDA and the said Bank shall not be relieved from its liability under these presents by an exercise by the NRDA of the liberty with reference to the matters aforesaid or by reason of time being given to the or any other forbearance act or omission on the part of the NRDA or by indulgence by the NRDA to the Tenderer or of any other matter or thing whatsoever which under the law relating to sureties

would but for this provision have the effect of so releasing the Bank from its such liability.

5. It shall not be necessary for the NRDA to proceed against the Tenderer before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which the NRDA may have obtained or obtain from the Tenderer shall at the time when proceedings are taken against the Bank hereunder be outstanding or unrealized.
6. We, the said Bank lastly undertake not to revoke this Guarantee during the currency except with the previous consent of the NRDA in writing and agree that any change in the constitution of the Tenderer or the said Bank shall not discharge liability hereunder.
7. Our liability under this Bond is restricted to Rs. \_\_\_\_\_ and it will remain till the \_\_\_\_\_. Unless a claim under this guarantee is made within 6 (six) months from \_\_\_\_\_ that date all your rights under the said Guarantee shall be forfeited and we shall be relieved and discharged from all liability there under.

Dated this \_\_\_\_\_ the day of \_\_\_\_\_

For and on behalf of the Bank the above Guarantee is accepted by

Name of Bank

## C. Format of Contract Agreement

(On Rs. 100/- Stamp Paper)

THIS AGREEMENT made the . . . . .day of . . . . ., . . . . ., between Naya Raipur Development Authority of Chhattisgarh incorporated under Nagar Tatha Gram Nivesh Adhinyam - 1973 (No. 23, Year 1973), having its registered office near Mantralaya Mahanadi Dwar, Raipur 492 001, Chhattisgarh (herein after called 'NRDA, the Employer' which expression shall unless it be repugnant to the subject or context on meaning thereof include its successors and assign or assigns) of the one part and M/s \_\_\_\_\_ whose registered office is situated at \_\_\_\_\_ (hereinafter called the 'CONTRACTOR') of the other part.

WHEREAS the NRDA, the Employer, desires that the Works known as . . . . . name of the Contract. . . . . should be executed by the Contractor, and Employer has accepted the tender submitted by the Contractor for the execution and completion of the Work and the remedying of any defects therein,

WHEREAS The contractor has deposited with the NRDA the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) being the Performance security deposit and undertakes to pay the security deposit by allowing the NRDA to deduct amount from the running bills payable to him with the rate specified in the conditions of contract.

NOW THIS AGREEMENT WITNESS AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AND DECLARED AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
  - (a) the Letter of acceptance for contract;
  - (b) the tender submitted by the tenderer;
  - (c) addendum to the tender document if any
  - (d) the Special Conditions of Contract
  - (e) the contract data
  - (e) the General Conditions of Contract;
  - (f) the Specification
  - (g) the Drawings;
  - (h) Soil Investigation Report, Photographs & Other Information and
  - (i) the completed Schedules etc
3. In consideration of the payments to be made to the contractor for the work to be executed by him the contractor shall and will duly provide, execute and complete the said work on or before the dates mentioned in the tender document/ contract document and shall maintain the same at his own cost for the defects liability period thereafter, perform all such acts and things in the contract mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said works and at the times and the manner subject to the terms and conditions or stipulations mentioned in the contract.

4. In consideration of the due provision, execution and completion of the said work, the NRDA does hereby agree with the contractor that the NRDA will pay to the contractor the respective amount for the work actually done by him at the rates quoted and such other sums as may become payable to the contractor under the provisions of the contract, such payment to be made at such time and in such manner as provided for in the agreement.
5. In consideration of the due provision, execution and completion of the said work contractor does hereby agree to pay to the NRDA the amount as may be due to NRDA for the service if any rendered by the NRDA to the contractor and such other sum or sums as may become payable to the NRDA towards loss, damage to the NRDA's equipment, materials, construction plant and machinery, including those hired to the contractor, if any as set forth in the said conditions of contract, such payments to be made at such time and in such manner as provided in the contract.
6. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in Raipur and only the courts in Raipur shall have jurisdiction to determine the same.
7. All parts of this contract have been read by us and fully understood by us.

IN WITNESS WHEREAS THE PARTIES HAVE EXECUTED THESE PRESENT IN DUPLICATE THE DAY AND YEAR FIRST MENTIONED ABOVE.

SIGNED AND DELIVERED FOR AND ON BEHALF OF THE WITHIN NAMED NRDA, NAYA RAIPUR DEVELOPMENT AUTHORITY.

Signature: \_\_\_\_\_

Designation: \_\_\_\_\_

In the presence of witness

1. \_\_\_\_\_ Address

2. \_\_\_\_\_ Address

**SIGNED AND DELIVERED FOR & ON BEHALF OF**

Signature: \_\_\_\_\_

In the presence of witness

1. \_\_\_\_\_ Address

2. \_\_\_\_\_ Address

## D. Draft Format for Performance Guarantee for Water Proofing and Anti-termite Works

(On Rs.100/- (Rupees hundred only) Stamp Paper )

To,  
**Naya Raipur Development Authority**  
Near Mantralaya Mahanadi Dwar,  
Raipur 492 001, CHHATTISGARH

Name of Work: -----

1. We hereby guarantee that the treatment given to water-tanks, terraces, WC, bath, chhajas, below kitchen sinks, balconies, decks, lift-pits and anti-termite treatment under contract of \_\_\_\_\_ will remain water proof, Termite proof free of any defect for a period of 10 (ten) years from date of completion of work.
2. If by any chance a defect is noticed in the water proofing work and/or anti-termite treatment work in the above case due to bad workmanship, we will rectify the same free of cost to NRDA at any time during the above guarantee period.
3. The question of whether the work is defective as aforesaid shall be decided by the Engineer-in-charge of the said work, and the decision of the Chief Executive Officer, NRDA shall be final conclusive and binding on the contractor. The defects will be rectified subject to the following:
  - (a) The work is not subject to any undue pressure and tension due to abnormal conditions such as earthquake, bombardment, natural catastrophe, etc.
  - (b) On account of the water proofing and/ or anti-termite treatment work being tampered with or punctured under any circumstances.
4. In case we are unable/decline or neglect to remedy the defect noticed during the 10 (ten) years of guarantee period as stated above, the NRDA will rectify these through any other competent contractor and recover (including interest from us all expenses) for doing the job.
5. All disputes arising out of or in any way connected with these be decided to have arisen in Raipur and only the courts in Raipur shall have jurisdiction to determine the same.
6. Contract document and works requirement have been read and fully understand by us.
7. In token of their consent, the guarantee is countersigned by M/s. \_\_\_\_\_ who have carried out specialized water proofing treatment and anti-termite treatment.
8. 0.5 % (half percent) of total Contract amount for all building work and on-site infrastructure work shall be deposited in the form of Bank guarantee in approved format by the main contractor for a period of 10



(ten) years. Bank guarantee shall be from a Nationalised bank in Raipur and operatable in Raipur, Chhattisgarh. The said Bank Guarantee shall remain valid for entire guarantee period and shall be released only after successful completion of the performance period of 10 (ten) years.

Signature:

M/s \_\_\_\_\_

Signature:

M/s \_\_\_\_\_

Water proofing Contractor:

Address:

Contractor:

Office:

Anti-termite Treatment Contractor:

Address:

## E. Indemnity Bond

(On Rs.100/- (Rupees hundred only) Stamp Paper)

In consideration of Naya Raipur Development Authority of Chhattisgarh incorporated under Nagar Tatha Gram Nivesh Adhinyam - 1973 (No. 23, Year 1973), having its registered office near Mantralaya Mahanadi Dwar, Raipur 492 001, Chhattisgarh (hereinafter referred to as 'the NRDA', which expression shall unless it be repugnant to the context or meaning awarded to M/s. \_\_\_\_\_ a partnership/ proprietorship/ Pvt. Ltd./ Ltd. firm carrying in such name and style the business of constructing -----works (hereinafter referred to as 'the Contractor' which expression shall, unless it be repugnant to the context or meaning thereof, include its partners or partner/ proprietor for the time being or its surviving partner or his heirs and executors) for the construction of -----Naya Raipur, Chattisgarh at an estimated cost of Rs. \_\_\_\_\_ crores and in compliance with the terms and conditions of the said contract.

We, M/s \_\_\_\_\_, being the contractor do hereby agree and undertake and indemnify and save harmless the NRDA in consequence of the manufacturing defect, latent manufacturing defect and construction defect found in the constructed works such as Building/ Road/ Bridges of the -----at any time in a period of 3 years commencing with the grant of completion certificate by the NRDA to the Contractor in accordance with and subject to the provision of the said contract.

It is hereby agreed and declared that the GM (PW) of the NRDA or any officer acting as such GM (PW) of the NRDA shall be the Competent Authority to decide upon the question as to the defects in the construction of infrastructure/ buildings and the remedy to be applied by the contractor for their rectification at their cost and his decision shall be final, conclusive and binding upon both the NRDA and the Contractor, provided that the GM (PW) shall so decide after giving an opportunity to the Contractor to represent his case.

We hereby agree and undertake irrevocably and unconditionally to carry out duly each and every decision, order, direction or instruction as may be issued by the said GM (PW) or as the case may be, the officer of the NRDA in this behalf and to rectify properly and promptly the defect found by him irrespective of the fact that, NRDA and/or Project Manager have checked, supervised and approved the work.

In the event of failure of Contractor to carry out the repair and rectifications as per the decision of GM (PW), the NRDA will be at liberty to carry out the repair and rectification works at the risk and cost of the Contractor.

FOR AND ON BEHALF OF M/s. \_\_\_\_\_

RAIPUR

Date

SEAL

Notary Chhattisgarh State

BEFORE ME

Noted and Registered at Serial  
Number \_\_\_\_\_

Accepted By

For and on Behalf of  
Chief Executive Officer, NRDA,  
Near Mantralaya Mahanadi Dwar,  
Raipur 492 001, Chhattisgarh.

## F. Indenture Bond

(On Rs.100/- (Rupees hundred only) Stamp Paper)

**To,**  
**Naya Raipur Development Authority**  
 Near Mantralaya Mahanadi Dwar,  
 Raipur 492 001, CHHATTISGARH

THIS INDENTURE made on the \_\_\_\_\_ day of \_\_\_\_\_ between M/s \_\_\_\_\_ (hereinafter called the 'CONTRACTOR' which expression shall where the context as admits or implies be deemed to include his heirs, executors, administrators and assigns) of the One Part and Naya Raipur Development Authority of Chhattisgarh incorporated under Nagar Tatha Gram Nivesh Adhinyam - 1973 (No. 23, Year 1973), having its registered office near Mantralaya Mahanadi Dwar, Raipur 492 001, Chhattisgarh (hereinafter called the NRDA, which expression shall where the context so admits or implies be deemed to include its successors and assigns) of the Other Part.

### WHEREAS

1. The Contractor have entered into a contract dated \_\_\_\_\_ with the NRDA for the execution of "-----Chhattisgarh." on conditions set out therein.
2. The Contractor have applied to the NRDA that he be allowed advance on the security of materials absolutely belonging to him and brought by them to the site of the work for use in the construction of such of the works as he had undertaken to execute at stipulated rates and aforesaid nature. The quantities and other particulars of the materials on the security of which the advance or advances are made being detailed in -----Running Account Bill for the said works.

### NOW THIS INDENTURE WITNESS :

That in pursuance of the said contract and in consideration of the sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) paid on or before the execution of these presents to the Contractor both hereby acknowledge) and of such further advance (if any) as may be made to him as aforesaid the contractor both hereby covenant and agree with NRDA and declare as follows:

1. That the said sum of Rs. ----- /- (Rupees \_\_\_\_\_ only) advanced by NRDA to the Contractor aforesaid and all or any further sum or sums advanced as aforesaid shall be employed by the contractor in or towards expenditure the execution of the said works and for no other purpose whatsoever.
2. That the materials detailed in the said Running Account Bill which have been offered to and accepted by the NRDA as security are absolutely the Contractor's own property and free from encumbrances of any kind and the Contractor shall not make any application for or receive a further advance from the NRDA on the security of materials which are absolutely his own

property and free from encumbrances of any kind and the contractor indemnifies the NRDA against all claims to any materials in respect of which an advance has been made to him as aforesaid.

3. That the materials detailed in the said Running Account bill and all other materials on the security of which any further advance or advances may hereinafter be made as aforesaid (hereinafter called the said 'materials') shall be used by the contractor solely in the execution of the said works in accordance with the directions of the Manager of NRDA/ Engineer and the terms of the said contract.
4. That the contractor shall make at their own cost all necessary and adequate arrangement for the proper watch, safe, custody and protection against all risks of the said materials and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the contractor's custody and on their own responsibility and shall at all time be open to inspection by the Manager or any officer authorised by him/ Engineer. In the event of the said materials or any part thereof being stolen, destroyed or damaged, the contractor shall forthwith replace or repair the same as required by the Manager of NRDA/ Engineer.
5. That the said materials shall not on any account be removed from the site of works except with the written permission of the Engineer or an officer authorised by him in that behalf.
6. That the advance shall be repayable in full when or before the contractor received payment from the NRDA of the price payable to him for the said works under the contract provided that if any intermediate payments are made to the contractor on account of work done then on the occasion of each such payment the NRDA will be at liberty to make a recovery from the contractor's bill for such payment by deducting there from the value of the said materials then actually used in the construction and in respect of which recoveries has not been made previously the value for this purpose being determined in respect of each description of materials at the rate of which the accounts of the advance made under these presents were calculated.
7. That if the contractor shall at any time make any default in the performance or observance in any respect of any of the terms and provision of the said contract or of these presents, the total amounts of the advance or advances that may still be owing in the NRDA shall be immediately on happening of such default be repayable by the contractor to the NRDA together with interest thereon at 12 % (twelve percent) per annum from the date of repayment and with all costs, charges, damages and expenses incurred by the NRDA in or for the recovery thereof on the enforcement of this security or otherwise by reason of the default of the contractor and the contractors hereby covenants and agree with the NRDA to repay and pay the same respectively to the NRDA accordingly.
8. That the contractor hereby hypothecates all the said materials with the repayment to the NRDA of the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and any further sum or sums advanced as aforesaid and all costs, charges, damages, and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said Agreement and without prejudice to the powers contained therein if and whenever the convenient for payment or repayment herein before contained shall become enforceable and the money owing shall become enforceable and the money owing shall not be paid in accordance herewith the NRDA may at any time thereafter adopt all or any of the following courses as it may deem fit.
  - (a) Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the contractor in accordance debiting the contractor with the actual

cost of the effecting such completion and the amount due in respect of advance under these presents and crediting the contractor with the value of work done as if he had carried it out in accordance with the said contract and the rates hereby provided. If the balance is against the contractor he is to pay same to the NRDA on demand.

- (b) Remove and sell by public auction the seized materials on any parts thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable to the NRDA under these presents and pay over the surplus (if any) to the contractor.
- (c) Deduct all or any part of the money owing out of the security deposit or any sum due to the contractor under the said contract.
- (d) Recovery through Revenue Recovery Certificate (RRC) issued by NRDA to respective collector of the District.

9. That except in the event of such default on the part of the contractor as aforesaid interest on the said advance shall be payable.

10. The contractor shall execute a promissory note for the sum of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only) in favour of the CEO, NRDA to provide a collateral security for the payment of the advance made or to be made to the contractor.

IN WITNESS WHEREOF THE SAID M/s \_\_\_\_\_ AND NAYA RAIPUR DEVELOPMENT AUTHORITY. HAVE HEREUNTO SET THEIR RESPECTIVE HANDS THE DAY AND YEAR FIRST ABOVE WRITTEN ;

SIGNED SEALED AND DELIVERED BY THE SAID CONTRACTOR IN THE PRESENCE OF:

1.

2.

SIGNED SEALED AND DELIVERED BY THE ENGINEER WITHIN NAMED NAYA RAIPUR DEVELOPMENT AUTHORITY BY THE HAND OF SHRI NRDA IN THE PRESENCE OF:

1.

2.

## G. Notice for Appointment of Arbitrator

To

Chief Executive officer

.....

.....

Dear Sir,

In terms of clause 25 of the agreement, particulars of which are given below, I/we hereby give notice to you to appoint an arbitrator for settlement of disputes mentioned below:

1. Name of applicant
2. Whether applicant is Individual/Prop. Firm/Partnership Firm/Ltd. Co.
3. Full address of the applicant
4. Name of the work and contract number in which arbitration sought
5. Name of the Division which entered into contract
6. Contract amount in the work
7. Date of contract
8. Date of contract Date of initiation of work
9. Stipulated date of completion of work
10. Actual date of completion of work (if completed)
11. Total number of claims made
12. Total amount claimed
13. Date of intimation of final bill (if work is completed)
14. Date of payment of final bill (if work is completed)
15. Amount of final bill (if work is completed)
16. Date of request made to SE for decision
17. Date of receipt of SE's decision
18. Date of appeal to you

19. Date of receipt of your decision.

Specimen signatures of the applicant (only the person/authority who signed the contract should sign)

I/We certify that the information given above is true to the best of my/our knowledge. I/We enclose following documents.

1. Statement of claims with amount of claims.
- 2.
- 3.
- 4.

Yours faithfully,

(Signatures)

Copy in duplicate to:

1. Engineer in Charge,

.....



**PROFORMA OF SCHEDULES(Schedule 'A' to Schedule 'F')**  
**(Separate Performa for Civil, Elect. & Hort. Works in case of Composite Tenders)**  
**(Operative Schedules to be supplied separately to each intending tenderer)**

SCHEDULE 'A'

Schedule of quantities (as per NRDA)

SCHEDULE 'B'

Schedule of materials to be issued to the contractor.

Sl. No.	Description of item	Quantity	Rates in figures & words at which the material will be charged to the contractor	Place of issue
1	2	3	4	5

--	--	--	--	--

## SCHEDULE 'C'

Tools and plants to be hired to the contractor

Sl. No.	Description	Hire charges per day	Place of Issue
1	2	3	4

## SCHEDULE 'D'

Extra schedule for specific requirements/document for the work, if any.

## SCHEDULE 'E'

Reference to General Conditions of contract.

Name of Work : .....

Estimated cost of work : Rs. ....

(i) Earnest Money : Rs. ....

(ii) Performance Guarantee : 5% of tendered value

(iii) Security Deposit : 5% of tendered value

SCHEDULE 'F'

**GENERAL RULES & DIRECTIONS** : Officer inviting tender

Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3: See below

**Definitions:**

- 2(v) Engineer-in-Charge .....
- 2(viii) Accepting Authority .....
- 2(x) Percentage on cost of materials and Labour to cover all overheads and profits: 15 %
- 2(xi) Standard Schedule of Rates .....
- 2(xii) Department .....

**Clause 1**

- (i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance .....days
- (ii) Maximum allowable extension beyond the period .....days

provided in (i) above

**Clause 2**

Authority for fixing .....  
 compensation under clause 2

**Clause 2A**

Whether Clause 2A shall be applicable Yes / No

**Clause 5**

Number of days from the date of issue .....days  
 of letter of acceptance for reckoning  
 date of start

Mile stone(s) as per table given below:-

Sl. No.	Description of Milestone (Physical)	Time allowed in days(from date of start)	Amount to be with-held in case of non achievement of mile stone
1.			
2.			
3.			
4.			
5.			

Time allowed for execution .....  
 of work

Authority to decide:

- (i) Extension of time.....(Engineer in Charge or Engineer in Charge of Major Component in case of Composite Contracts, as the case may be)
- (ii) Rescheduling of mile stones .....  
(Superintending Engineer in Charge or Superintending Engineer in Charge of Major Component in case of Composite Contracts, as the case may be)

**Clause 6, 6A**

Clause applicable - (6 or 6A) .....

**Clause 7**

Gross work to be done together with Rs. ....  
net payment /adjustment of advances  
for material collected, if any, since the  
last such payment for being eligible to  
interim payment

**Clause 10A**

- 1. .... 2. .... 3. ....
- 4. .... 5. .... 6. ....

**Clause 10B(ii)**

Whether Clause 10B (ii) shall be Yes / No  
applicable

**Clause 10C**

Component of labour expressed as = .....%  
percent of value of work

**Clause 10CA**

Sl. No.	Material covered under this clause	Nearest Materials (other than cement, reinforcement bars and the structural steel) for which All India Wholesale Price Index to be followed	Base Price of all Materials covered under clause 10 CA*
1.			
2.			
3.			
4.			

\* Base price of all the materials covered under clause 10 CA is to be mentioned at the time of approval of NIT.

**Clause 11**

Specifications to be followed for .....  
 execution of work

**Clause 12**

12.2. & 12.3 Deviation Limit beyond which clauses  
 12.2 & 12.3 shall apply for building  
 work .....

12.5 Deviation Limit beyond which clauses  
 12.2 & 12.3 shall apply for foundation  
 work .....

**Clause 16**

Competent Authority for deciding  
 reduced rates. ....

**Clause 18**

List of mandatory machinery, tools & plants to be deployed by the contractor at site:-

- 1. .... 2. .... 3. ....
- 4. .... 5. .... 6. ....

7. .... 8. .... 9. ....

**Clause 36 (i)**

Requirement of Technical Representative(s) and recovery Rate

Sl. No.	Minimum Qualification of Technical Representative	Discipline	Designation (Principal Technical/ Technical Representative)	Minimum Experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)	
						Figures	Words
1.							
2.							
3.							
4.							
5.							

Assistant Engineers retired from Government services that are holding Diploma will be treated at par with Graduate Engineers.

**Clause 42**

- (i) (a) Schedule/statement for determining theoretical quantity of cement & bitumen on the basis of C.G.S.O.R

.....

printed by C.G.P.W.D.

- (ii) Variations permissible on theoretical quantities:

- (a) Cement  
For works with estimated cost put to tender not more than Rs. 5 lakh. 3% plus/minus.  
For works with estimated cost put to tender more than Rs.5 lakh. 2% plus/minus.
- (b) Bitumen All Works 2.5% plus & only & nil on minus side.
- (c) Steel Reinforcement and structural steel sections for each diameter, section and category 2% plus/minus
- (d) All other materials. Nil

#### RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

Sl. No.	Description of Item	Rates in figures and words at which recovery shall be made from the Contractor	
		Excess beyond permissible variation	Less use beyond permissible variation
1.	Cement		
2.	Steel Reinforcement		
3.	Structural Sections		
4.	Bitumen issued free		
5.	Bitumen issued at stipulated fixed price		