

**REQUEST FOR PROPOSAL FOR
IMPLEMENTATION OF
STREET LIGHT POLES
UNDER
“PROJECT JYOTI”
SCHEME**

Design, Build & Operate Basis



Guwahati Smart City Limited,
Guwahati, Assam

Tender Notice No.

Dated:/...../.....

**Volume III: General Conditions of Contract
(GCC)**

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1.0 Definitions

The following words and expressions shall have the meanings hereby assigned to them:

- 1.1 "Contract" means the Contract Agreement entered into between the Guwahati Smart City Limited (GSCL) and the CONTRACTOR, together with the Contract Documents referred to therein, they shall constitute the Contract, and the term "the Contract" shall in all such documents be construed accordingly.
- 1.2 "Bill of Quantities" means the priced and completed Bill of Quantities forming part of the Bid.
- 1.3 "GCC" means the General Conditions of Contract hereof.
- 1.4 "SCC" means the Special Conditions of Contract.
- 1.5 "Day" means calendar day.
- 1.6 "Month" means calendar month
- 1.7 "Employer" means, Guwahati Smart city Limited (GSCL), Staffed Building, Bhangagarh, Guwahati- 05 and includes the legal successors or permitted assigns of the GSCL.
- 1.8 "Engineer-in-Charge" means the person appointed by the Employer to act as Engineer-in-Charge for the purpose of the Contract, or any other competent person appointed by the Employer and notified to the CONTRACTOR to act in replacement to such person and shall include his authorized representative.
- 1.9 "Engineer" means the person appointed by the Employer to act as Engineer for the purposes of the Contract, or any other competent person appointed by the Employer and notified to the CONTRACTOR to act in replacement to such person and shall include his Authorized representative.
- 1.10 "CONTRACTOR" means the person(s) whose bid to perform the Contract has been accepted by the Employer and is named as such in the Contract agreement, and includes the legal successors or permitted assigns of the CONTRACTOR.
- 1.11 "CONTRACTOR's Representative" means any person nominated by the CONTRACTOR and approved by the Employer in the manner provided in GCC Sub- Clause 17.1 (CONTRACTOR's Representative and Construction Manager) hereof to perform the duties delegated by the CONTRACTOR.
- 1.12 "Sub CONTRACTOR" including vendors, means any person to whom execution of any part of the Facilities, including preparation of any design or supply of any Plant and Equipment, is sub-contracted directly or indirectly by the CONTRACTOR and includes its legal successors or permitted assigns.

- 1.13 "Adjudicator" means the person or persons appointed by the Employer to make a decision on or to settle any dispute or difference between the Employer and the CONTRACTOR referred to him or her by the parties pursuant to GCC Sub-Clause 6.1.1(Adjudicator) hereof.
- 1.14 "Contract Price" means the sum specified in Clause 11.0 (Contract Price) of the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- 1.15 "Facilities" means the Plant and Equipment to be supplied and installed, as well as all the Installation Services to be carried out by the CONTRACTOR under the Contract.
- 1.16 "Specification" means the Specification of the Works included in the Contract and any modification or addition made or approved by the Engineer.
- 1.17 "Temporary Works" are works designed, constructed, installed, and removed by the CONTRACTOR which are needed for construction or installation of the Works.
- 1.18 "Plant and Equipment" means permanent plant, equipment, machinery, apparatus, articles and things of all kinds to be provided and incorporated in the Facilities by the CONTRACTOR under the Contract (including the spare parts to be supplied by the CONTRACTOR under the contract), but does not include CONTRACTOR's Equipment.
- 1.19 "Installation Services" means all those services ancillary to the supply of the Plant and Equipment for the Facilities, to be provided by the CONTRACTOR under the Contract e.g. transportation and provision of marine or other similar insurance, inspection, expediting, Site preparation works (including the provision and use of CONTRACTOR's Equipment and the supply of all construction materials required), installation, testing, pre-commissioning, commissioning, operations, maintenance, the provision of operations and maintenance manuals, training of GSCL's Personnel etc.
- 1.20 "CONTRACTOR's Equipment" means all plant, facilities, equipment, machinery, tools, apparatus, appliances or things of every kind required in or for installation, completion and maintenance of Facilities that are to be provided by the CONTRACTOR, but does not include Plant and Equipment, or other things intended to form or forming part of the Facilities.
- 1.21 "Site" means the land and other places upon which the Facilities are to be installed, and such other land or places as may be specified in the Contract as forming part of the Site.
- 1.22 "Time for Completion" means the time within which Completion of the Facilities as a whole (or of a part of the Facilities where a separate Time for Completion of such part has been prescribed) is to be attained in accordance with the relevant provisions of the Contract.
- 1.23 "Liquidated Damage"
- If the CONTRACTOR fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Employer may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the Contract condition for each week or part thereof of delay until actual delivery or performance, up to a maximum

deduction of the percentage as specified in Contract condition Once the maximum is reached, the Employer may terminate the Contract.

- 1.24 "Completion" means that the Facilities have been completed operationally and structurally, and that all work in respect of Pre-commissioning of the Facilities or such specific part thereof has been completed, and Commissioning has been attained as per Technical Specifications.
- 1.25 "Commencement Date" means the date specified in the notice to commence issued by the Employer to the CONTRACTOR.
- 1.26 "Pre-commissioning" means the testing, checking and other requirement specified in the Technical Specifications that are to be carried out by the CONTRACTOR in preparation for commissioning.
- 1.27 "Commissioning" means trial/initial operation of the Facilities or any part thereof by the CONTRACTOR, which operation is to be carried out by the CONTRACTOR (Commissioning) hereof, for the purpose of carrying out Guarantee Test(s).
- 1.28 "Guarantee Test(s)/Tests" means the test(s) specified in the Technical Specifications to be carried out to ascertain whether the Facilities or a specified part thereof is able to attain the Functional guarantees specified in the Technical specifications.
- 1.29 "Operational Acceptance" means the acceptance by the Employer of the Facilities (or any part of the Facilities where the Contract provides for acceptance of the Facilities in parts), which certifies the CONTRACTOR's fulfillment of the Contract in respect of Functional Guarantees of the Facilities
- 1.30 "Defect Liability Period" means and includes the period of validity of the warranties given by the CONTRACTOR which includes manufacturers guarantees commencing at successful completion of Commissioning (Trial Operation) of the Facilities or a part thereof, during which the CONTRACTOR is responsible for defects with respect to the Facilities (or the relevant part thereof) as provided in GCC clause 23 (Defect Liability) hereof.

2.0 Contract Documents

- 2.1 Subject to the Contract Agreement, all documents forming part of the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole.
- 2.2 The documents forming the Contract shall be interpreted in the following order of priority
- (a) The Contract Agreement (including addenda, clarification, when signed by all parties concerned)
 - (b) The Letter of Acceptance
 - (c) Volume III : General Conditions of Contract
 - (d) Volume II : Works Requirement / Technical Specification & Drawings
 - (e) Volume I : Information to Bidder
 - (f) The Bid (accepted Price Proposal) of the Successful Bidder, Letters and documents including the covering letter of the Successful Bidder, minutes of meeting, clarification letters, if any, and the letter of acceptance and nomination instruction by the Employer
 - (g) Volume IV: Price Bid BOQ

- (h) Completed Technical Schedules
- (i) Bidder's Technical Proposal other than Completed Technical Schedules
- (j) Any other documents issued by the GSCL before signing the Contract Agreement and forming the part of the Contract

2.3 All documents forming part of the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole.

2.4 Two original Contract Documents shall be made, one for the Employer and the other for the CONTRACTOR. The CONTRACTOR shall make two (2) copies of Contract Document and supply without any charge, to Employer.

3.0 Interpretation

3.1 In interpreting these Conditions of Contract, singular also means plural, word including one gender includes all genders. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Engineer will provide instructions clarifying queries about the Conditions of Contract.

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

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

- (a) The Contract Agreement (including addenda, clarification, when signed by all parties concerned)
- (b) The Letter of Acceptance
- (c) Volume III Special Conditions of Contract
- (d) Volume III : General Conditions of Contract
- (e) Volume II : Works Requirement / Technical Specification
- (f) Volume I : Information to Bidder
- (g) The Bid (accepted Price Proposal)
- (h) Volume IV: Price Bid BOQ
- (i) Completed Technical Schedules
- (j) Bidder's Technical Proposal other than Completed Technical Schedules
- (k) Any other documents issued by the GSCL before signing the Contract Agreement and forming the part of the Contract

3.4 Language

3.4.1 The official language shall be English only.

3.4.2 If any of the Contract Documents, correspondence or communications are prepared in any language other than the governing language under GCC Clause 3.4 above, the English translation of such documents, correspondence or communications shall prevail in matters of interpretation.

3.5 **Headings**

3.5.1 The headings and marginal notes in the General Conditions of Contract are included for ease of reference, and shall neither constitute a part of the Contract nor affect its interpretation.

3.6 **Entire Agreement**

3.6.1 The Contract constitutes the entire agreement between the Employer and the CONTRACTOR with respect to the subject matter of Contract and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

3.7 **Amendment**

3.7.1 No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party here to.

3.8 **CONTRACTOR**

3.8.1 Subject to the provisions of the Contract, the CONTRACTOR shall be solely responsible for the manner in which the Contract is performed. All employees, representatives or Sub CONTRACTOR engaged by the CONTRACTOR in connection with the performance of the Contract shall be under the complete control of the CONTRACTOR and shall not be deemed to be employees of the GSCL, and nothing contained in the Contract or in any subcontract awarded by the CONTRACTOR shall be construed to create any contractual relationship between any such employees, representatives or Sub CONTRACTORS and the GSCL.

3.9 **Joint Venture or Consortium**

Refer Vol I.

3.10 **Non-Waiver**

3.10.1 No relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect or restrict the rights of that party under the contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

3.10.2 Any waiver of a party's rights, powers or remedies under the Contract must be in writing, must be dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

3.11 **Severability**

3.11.1 If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

3.12 **Country of Origin**

3.13 "Origin" means the place where the materials, equipment and other supplies for the Facilities are mined, grown, produced or manufactured, and from which the services are provided.

4.0 Notices

- 4.1.1 Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing, and shall be sent by personal delivery, airmail post, special courier, cable, facsimile or Electronic Data Interchange (EDI) to the address of the relevant party set out in the Contract Coordination Procedure to be finalized.
- 4.1.2 Any notice sent by cable, and facsimile or shall be confirmed within 2 (two) days after dispatch by notice sent by airmail/ post or special courier, except as otherwise specified in the contract.
- 4.1.3 Any notice sent by airmail post or special courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered ten (10) days after dispatch. In proving the fact of dispatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped and conveyed to the postal authorities or courier service for transmission by airmail or special courier.
- 4.1.4 Any notice delivered personally or sent by telegraph, facsimile shall be deemed to have been delivered on date of its dispatch.
- 4.1.5 Either party may change its postal, cable, facsimile or EDI address or addressee for receipt of such notices by ten (10) days' notice to the other party in writing.
- 4.1.6 Notices shall be deemed to include any approvals, consents, instruction orders and certificates to be given under the Contract.

5.0 Governing Law

- 5.1.1 The Contract shall be governed by and interpreted in accordance with laws in force in India. The High Court of Guwahati shall have exclusive jurisdiction in all matters arising under the Contract.

6.0 Settlement of Disputes

6.1.1 Adjudicator

- (a) If any dispute of any kind whatsoever shall arise between the Employer and the CONTRACTOR in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Facilities whether during the progress of the Facilities or after their completion and whether before or after the termination, abandon end or breach of the Contract—the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference by mutual consultation, then the dispute shall be referred in writing by either party to the Adjudicator, with a copy to the other party.
- (b) The Adjudicator shall give its decision in writing to both parties within twenty-eight (28) Working days of a dispute being referred to it. If the Adjudicator has done so, and no notice of intention to commence Arbitration has been given by the Employer or the CONTRACTOR within fifty-six (56) days of such reference, the decision shall become final and binding upon the Employer and the CONTRACTOR. Any decision that has become final and binding shall be implemented by the parties forthwith.

6.1.2 Arbitration

- (a) If either the Employer or the CONTRACTOR is dissatisfied with the Adjudicator's decision, or if the Adjudicator fails to give a decision within twenty-eight (28) working days of a dispute being referred to it, then either the Employer or the CONTRACTOR may, within fifty-six (56) days of such reference, give notice to the other party, with a copy for information to the Adjudicator, of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- (b) Any dispute, in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC Sub-Clause (a), shall be finally settled by Arbitration. Arbitration may be commenced prior to or after completion of the Facilities.
- (c) In case the CONTRACTOR is a Public Sector Enterprise or a Government Department
- In case the CONTRACTOR is a Public Sector Enterprise or a Government Department, the dispute shall be referred for resolution in Permanent Machinery for Arbitration (PMA) of the Department of Public Enterprise, Government of India. Such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.
- (d) In case the CONTRACTOR is not a Public Sector Enterprise or a Government Department
- In all other cases, any dispute submitted by a party to Arbitration shall be heard by an Arbitration panel composed of three arbitrators, in accordance with the provisions set forth below.
- (e) The Employer and the CONTRACTOR shall each appoint one Arbitrator, and these two Arbitrators shall jointly appoint a third Arbitrator, who shall chair the Arbitration panel. If the two arbitrators do not succeed in appointing a third Arbitrator within twenty eight (28) days after the letter of the two Arbitrators has been appointed, the third Arbitrator shall, at the request of either party, be appointed by the Employer
- (f) If one party fails to appoint its Arbitrator within forty-two (42) days after the other party has named its Arbitrator, the party which has named an Arbitrator may request the Employer to appoint the second Arbitrator.
- (g) If for any reason an Arbitrator is unable to perform its function, the mandate of the Arbitrator shall terminate in accordance with the provisions of applicable laws as mentioned in GCC Clause 5.0 (Governing Law) and a substitute shall be appointed in the same manner as the original arbitrator.

- (h) Arbitration proceedings shall be conducted in accordance with The Arbitration and Conciliation Act, 1996 or its subsequent thereof. The place of Arbitration shall be Guwahati
- (i) The decision of a majority of the arbitrators (or of the third Arbitrator chairing the arbitration panel, if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction as decree of the court. The parties thereby waive any objections to or claims of immunity from such enforcement.
- (j) The Arbitrator(s) shall give reasoned award.
- (k) Notwithstanding any reference to the Adjudicator or arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless otherwise they agree the Employer shall pay the CONTRACTOR any monies due to the CONTRACTOR.

7.0 Scope of Services

Scope of Services under this contract shall be in accordance with that mentioned in Vol I and II of the RFP.

8.0 Time for Commencement and Completion

8.1 The CONTRACTOR shall commence work from the date of Signing of the Agreement and the CONTRACTOR shall thereafter proceed in accordance with the Time Schedule as agreed in the Contract Agreement

8.2 The CONTRACTOR shall attain Completion of the work (or of a part where a separate time for Completion of such part is specified in the Contract) within the time stated in the Contract or within such extended time to which the CONTRACTOR shall be entitled under GCC Clause 8.3-Extension of Time for Completion hereof.

8.3 Extension of time

8.3.1 If the CONTRACTOR shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other grounds, he shall apply, in writing, to the Engineer within 5 working days for each location with the type and details regarding the hindrance, on account of which he desires such extension as aforesaid.

8.3.2 The Authority Competent to grant extension under the rules / delegations of power or other duly authorized Engineer shall, if in his opinion (which shall be final), reasonable grounds be shown therefore, authorize such extension of time, if any, as may, in his opinion, be necessary or proper.

8.3.3 If the period of completion of contract expires before the expiry of the period of 5 days provided in this clause, the application for extension shall be made before expiry of the period stipulated for completion of the contract.

9.0 CONTRACTOR's Responsibilities

9.1 The CONTRACTOR shall design, manufacture (including associated purchases and/or subcontracting), install and complete the Facilities with due care and diligence in accordance with the Contract.

9.2 The CONTRACTOR confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the tendered work including any data as provided by the

Employer, and on the basis of information that the CONTRACTOR could have obtained from a visual inspection of the Site and of other data readily available to it relating to the Facilities as at the date of bid submission. The CONTRACTOR acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Facilities.

9.3 The CONTRACTOR shall acquire in its name all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the country where the Site is located that are necessary for the performance of the Contract, including, without limitation, visas for the CONTRACTOR and Sub CONTRACTOR's personnel and entry permits for all imported CONTRACTOR's Equipment. The CONTRACTOR shall acquire all other permits, approvals and/or licenses that are not the responsibility of the Employer hereof and that are necessary for the performance of the Contract.

9.4 The CONTRACTOR shall comply with all laws in force in the country where the Facilities are installed and where the Installation Services are carried out. The laws will include all national, provincial, municipal or other laws that affect the performance of the Contract and bind upon the CONTRACTOR. The CONTRACTOR shall indemnify and hold harmless the Employer from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the CONTRACTOR or its personnel, including the Sub CONTRACTOR and their personnel hereof.

9.5 Work to be open to inspection: CONTRACTOR to be present

All work, under or in course of execution or executed in pursuance of the contract shall, at all times, be opened to inspection and supervision of the Employer/ Engineer, and his subordinates and any other authorized agency of Employer and the CONTRACTOR shall, at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer or his subordinate and any other authorized agency of the Employer to visit the works shall have 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 the 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.

9.6 The Safety Procedures

9.6.1 The CONTRACTOR Shall:

- (a) Comply with all applicable safety regulations,
- (b) Take care for the safety of all persons entitled to be on the site,
- (c) Provide any temporary works (including roadways, footways, guards and fences) which may be necessary because of the execution of works, for the use and protection of the public and of owners.

9.7 Site office

9.7.1 CONTRACTOR shall have to establish well furnished site office at Guwahati for his supervisory staff and for project meetings with Employer/Engineer. Site office shall be approved by the Employer.

9.8 Planning, Designing and Execution of the Works

- 9.8.1 The CONTRACTOR shall carry out and be responsible for the design of works, including any site surveys, subsoil investigations, material testing and all other things necessary for proper planning and design.
- 9.8.2 Within 10 days from award of the contract, the CONTRACTOR shall start submitting drawings, construction documents etc, for review and approval by the Engineer. The CONTRACTOR will be fully responsible for ensuring that its drawings, designs and construction documents satisfy all requirements for constructing works that are complete and fully functional in all respects.
- 9.8.3 The CONTRACTOR shall prepare and keep up to date, a complete set of "as built" records of the execution of the works, showing the exact as built locations, sizes and details of the work as executed. These records shall be kept on the site and two sets of such records shall be submitted to the Employer.
- 9.8.4 In addition the CONTRACTOR shall supply to the Engineer's representative as built drawings of the works, showing all works executed.
- 9.8.5 CONTRACTOR shall be responsible for preparing baseline Programme, upon acceptance of the Baseline Programme by the Employer, the CONTRACTOR shall adhere to it strictly. The CONTRACTOR shall ensure that preparation, updating and revision of programme of works are carried out by experienced and qualified personnel.
- 9.9 Monthly Reports and Meetings
- 9.9.1 Monthly Reports
- (a) Monthly Progress Reports shall be prepared by the CONTRACTOR and submitted to the Employer. The first report shall cover the period up to the end of the first calendar month following the commencement date. Reports shall be submitted monthly thereafter, each within two working days after the last day of the month to which it related.
- (b) Reporting shall continue during both construction and operation and Maintenance period.
- (c) The reporting format shall be developed by the CONTRACTOR with the approval from Employer within Ten days of commencement of work
- 9.9.2 Meetings
- (a) Meetings shall be held in the office of Employer / Engineer or at any other places as mutually fixed in advance. The proposed agenda for meetings shall be exchanged at least Two days in advance. It is required that a decision maker of the CONTRACTOR is present at the meetings so that binding decisions can be taken about outstanding issues.
- 9.10 Quality Control
- 9.10.1 Employer shall have the right to exercise proper Quality Control measures. The CONTRACTOR shall provide all assistance to conduct such tests.
- 9.11 Operation and Maintenance Manuals
- 9.11.1 Prior to the commencement of the tests on completion, the CONTRACTOR shall supply to the Employer provisional Operation and Maintenance manuals in sufficient details. The

work shall not be considered to be completed for the purposes of completion of works until the Employer has received final Operation and Maintenance manuals in such details.

9.12 Land for Temporary use

9.12.1 Land for labor camps, storage yards, temporary site sheds, casting yard shall be arranged by the CONTRACTOR at the site or nearby plot with the consent of Employer at his own cost.

9.13 CONTRACTOR's Materials, Labors, etc.

9.13.1 The CONTRACTOR shall provide everything necessary for the proper execution of the works according to the intent and meaning of the drawings, and specifications taken together, whether the same is or is not particularly shown or described therein. If the CONTRACTOR finds any discrepancy therein he shall immediately and in writing refer the same to the Engineer representative. The decision of the Engineer shall be final and binding on the CONTRACTOR.

9.14 Power and Water

9.14.1 CONTRACTOR shall at its own responsibility and cost arrange for the power supply and water supply required for the construction works at all the sites.

9.15 Materials

9.15.1 All construction materials like Steel, Cement and other materials necessary for execution of this work shall not be supplied by the Employer and same shall be procured by the CONTRACTOR at his own cost. Procurement and testing certificates for cement and reinforcement steel round bars or high yield strength steel deformed bars as required shall be arranged by the CONTRACTOR at his own cost from standard, reputed manufacturers as approved by the Employer. The CONTRACTOR shall submit statement of sources for procurement of materials.

9.15.2 Procurement of all materials shall be arranged by the CONTRACTOR at his own cost from standard, reputed manufacturers/suppliers as may be approved by the Employer. The royalty receipts, challans, etc shall have to be submitted by the CONTRACTOR from time to time to the Employer.

9.15.3 The CONTRACTOR will have to make his own arrangement for plants, equipments, machineries to be used in the execution of this work well in time after award of the Contract.

9.16 Labor Employment

9.16.1 The CONTRACTOR shall furnish to the Engineer every week during the progress of the works classified weekly returns of the number of the people employed on the work during the week. The report of skilled and unskilled labors shall be given in the prescribed form. The CONTRACTOR shall have to obtain labor license from concerned Government Department and shall have to submit to the Employer.

9.16.2 During continuance of the contract, the CONTRACTOR and his sub CONTRACTORs shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority

9.17 Treasure Trove

9.17.1 In the event of the Discovery by the CONTRACTOR or his employees during the progress of the work of any treasure, coins, antiquities, fossils, minerals or other articles or things of value or interest, whether geological, archeological or any other such treasure or other things shall deemed to be the absolute property of the client.

9.17.2 The CONTRACTOR shall take all reasonable precautions to prevent his workmen or any other persons from removing such things as above and shall immediately upon discovery thereof acquaint the Employer of such discovery.

9.18 CONTRACTOR's General Obligations

9.18.1 The CONTRACTOR shall be responsible for Design, Supply, Installation and Maintenance of Street poles and Luminaries with all fittings and Operation and Maintenance as per Employers requirement and specification given in Bid Document. After the satisfactory completion and commissioning of all Tendered works, the CONTRACTOR is required to take up the Maintenance of the same as approved by the Employer.

10.0 Employer's Responsibilities

10.1.1 The Employer shall give the CONTRACTOR right of access to, and possession of all parts of the Site for commencement of work. The Employer shall provide, at the request of the CONTRACTOR, such reasonable assistance as to allow the CONTRACTOR to obtain properly any permits, licences or approvals required by the Laws of the Country

B. Payment

11.0 Contract Price

The Contract Price shall be as specified in clause **11.0** (Contract Price and Terms of Payment) of the Form of Contract Agreement.

The Contract Price shall be adjusted in accordance with provisions of (Price Adjustment) to the Contract Agreement, if applicable. It will be mentioned in Appendix A General Conditions of Contract

11.1 The Implementing Partner shall be deemed to have satisfied itself as to the hereof, correctness and sufficiency of the Contract Price, which shall, except as otherwise provided for in the Contract, cover all its obligations under the Contract.

12.0 Retention Money

Refer Vol-I

13.0 Performance Security

Refer Vol I

14.0 Taxes and Duties

14.1 Except as otherwise specifically provided in the Contract, the CONTRACTOR shall bear and pay all taxes, duties, levies and charges applicable to the CONTRACTOR, its Sub CONTRACTOR or their employees by all municipal, state or national government authorities

14.2 All taxes, duties and levies on works contract, if any, shall be to the CONTRACTOR's account and no separate claim in this regard will be entertained by the GSCL.

14.3 For the purpose of the Contract, it is agreed that the Contract Price is based on the taxes, duties, levies and charges prevailing at the date seven (7) days prior to the last date of bid submission in the country where the Site is located. If any rates of Tax are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of Contract, which was or will be assessed on the CONTRACTOR in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to fully take into account any such change by addition to the Contract Price or deduction there-from, as the case may be, in accordance with GCC Clause 22 (Change in Laws and Regulations) hereof.

C. Intellectual Property
15.0 Copyright

15.1 The copyright in all drawings, documents and other materials containing data and information furnished to the Employer by the CONTRACTOR herein shall remain vested in the CONTRACTOR or, if they are furnished to the Employer directly or through the CONTRACTOR by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party. The Employer shall however be free to reproduce all drawings, documents and other material furnished to Employer for the purpose of the contract including, if required, for operation and maintenance of the facilities.

16.0 Confidential Information

16.1 The Employer and the CONTRACTOR shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract. Notwithstanding the above, the CONTRACTOR may furnish to its Sub CONTRACTOR such documents, data and other information it receives from the Employer to the extent required for the Sub CONTRACTOR to perform its work under the Contract, in which case even the CONTRACTOR shall obtain from such Sub CONTRACTOR undertaking of confidentiality similar to that imposed on the CONTRACTOR under this GCC clause 16.

16.2 The Employer shall not use such documents, data and other information received from the CONTRACTOR for any purpose other than the operation and maintenance of the Facilities. Similarly, the CONTRACTOR shall not use such documents, data and other information received from the GSCL for any purpose other than the design, procurement of Plant and Equipment, construction or such other work and services as are required for the performance of the Contract.

17.0 Representatives

17.1 CONTRACTOR's representative

17.1.1 The CONTRACTOR shall appoint the CONTRACTORs representative and shall give him all authority necessary to act on CONTRACTORs behalf under the contract. Unless the CONTRACTORs representative is named in the Contract, the CONTRACTOR shall prior to the commencement date, submit to the Employer for consent the name and particulars of the person the CONTRACTOR proposes to appoint as CONTRACTORs representative. If the consent is withheld or subsequently revoked, or if the appointed person fails to act as CONTRACTOR's representative, the CONTRACTOR shall similarly submit the name and particulars of another suitable person for such appointment. The CONTRACTOR shall not,

without prior consent of Employers representative revoke the appointment of CONTRACTORs representative or appoint a replacement.

- 17.1.2 The CONTRACTOR's Representative shall represent and act for the CONTRACTOR at all times during the currency of the Contract and shall give to the Engineer all the CONTRACTOR's notices, instructions, information and all other communications under the contract.
- 17.1.3 All notices, instructions, information and all other communications given by the Employer to the CONTRACTOR under the Contract shall be given to the CONTRACTOR's Representative or, in its absence, its deputy, except as herein otherwise provided.
- 17.1.4 The CONTRACTOR shall not revoke the appointment of the CONTRACTOR's Representative without the Employers prior written consent, which shall not be unreasonably withheld. If the Employer consents thereto, the CONTRACTOR shall appoint some other person as the CONTRACTOR's Representative, pursuant to the procedure set out in GCC Sub- Clause 17.1.1
- 17.1.5 The CONTRACTOR's Representative may, subject to the approval of the Employer (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions and authorities vested in him or her. Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice signed by the CONTRACTOR's Representative and delivered to the Employer, and shall specify the powers, functions and authorities thereby delegated or revoked.
- 17.1.6 Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with this GCC Sub-Clause 17.1.5 shall be deemed to be an act or exercise by the CONTRACTOR's Representative.
- 17.1.7 Notwithstanding anything stated in GCC Sub-clause 17.1.1 above, for the purpose of execution of contract, the Employer and the CONTRACTOR shall finalize and agree to a Contract Co-ordination Procedure and all the communication under the Contract shall be in accordance with such Contract Co-ordination Procedure.
- 17.1.8 The Employer may by notice to the CONTRACTOR object to any representative or person employed by the CONTRACTOR in the execution of the Contract who, in the reasonable opinion of the Employer, may behave inappropriately, may be incompetent or negligent, or may commit a serious breach of the Site regulations provided under GCC 20.0. The Employer shall provide evidence of the same, whereupon the CONTRACTOR shall remove such person from the Facilities.
- 17.1.9 If any representative or person employed by the CONTRACTOR is removed in accordance with GCC Sub-Clause 17.1.5, the CONTRACTOR shall, where required, promptly appoint a replacement.

18.0 Fraud and Corrupt Practices

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19.0 Force Majeure

- 19.1 “Force Majeure” shall mean any event beyond the reasonable control of the Employer or of the CONTRACTOR, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and shall include, without limitation, the following:
- (a) War, hostilities (whether war be declared or not), invasion, act of foreign enemies,
 - (b) Rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion and terrorist acts;
 - (c) Munitions of war, explosive materials, ionising radiation or contamination by radio-activity, except as may be attributable to the CONTRACTOR’s use of such munitions, explosives, radiation or radio-activity, and
 - (d) Natural catastrophes such as earthquake, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves or other natural or physical disaster
- 19.2 If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within Fifteen (15) days after the occurrence of such event.
- 19.3 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party’s performance is prevented, hindered or delayed. The Time for Completion shall be extended in accordance with GCC Clause.
- 19.4 If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than thirty (30) days or an aggregate period of more than seventy five (75) days on account of one or more events of Force Majeure during the currency of the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which either party may terminate the Contract by giving a notice to the other, but without prejudice to either party’s right to terminate the Contract.
- 19.5 The CONTRACTOR shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that it’s delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

20.0 Termination

20.1 Termination for Default

- 20.1.1 The Employer, without prejudice to any other remedy for breach of Contract, by fifteen (15) days Notice of default sent to the CONTRACTOR, may terminate the Contract in whole or in part:
- (a) If the CONTRACTOR fails to deliver any or all of the Works/Goods within the period specified in the Contract, or within any extension thereof granted by the Employer or if the CONTRACTOR fails to perform any other obligation under the contract.
 - (b) If the CONTRACTOR, in the judgment of the Employer has engaged in fraud and corruption, as defined in GCC Clause 18.0, in competing for or in executing the Contract.

- 20.1.2 In the event the Employer terminates the Contract in part, pursuant to GCC Clause 20.1, the Employer may procure, upon such terms and in such manner as it deems appropriate, Work/Goods or Related Services similar to those undelivered or not performed, and the CONTRACTOR shall be liable to the Employer for any additional costs for such similar Goods or Related Services. However, the CONTRACTOR shall continue performance of the Contract to the extent not terminated.
- 20.1.3 In the event of termination of the Order, Employer shall make payment of the price payable for the items delivered and services completed by the CONTRACTOR and accepted by Employer. The CONTRACTOR shall not be entitled to any further compensation for any termination of the Order.
- 20.2 Termination for Insolvency
- 20.2.1 The Employer may at any time terminate the Contract by giving Notice to the CONTRACTOR if the CONTRACTOR becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the CONTRACTOR, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Employer.
- 20.3 Failure or Breach of Contract
- 20.3.1 In case of the breach of the Contract full/part of the performance Guarantee can be forfeited and action against CONTRACTOR may be taken like Blacklisting, Suspension of Business, Banning of Business etc. along with the termination of contract by Employer without any compensation to the CONTRACTOR.
- 20.4 Consequences of Termination by Employer
- 20.4.1 If the Employer with reasonable grounds, terminates the Contract the Performance guarantee and any other sums of the CONTRACTOR with the Employer shall be forfeited and action shall be taken against him as per GCC, if deemed appropriate.
- 21.0 Jurisdiction of Court**
- 21.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India. The courts at Guwahati shall have the exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process and implementation of RFP.
- 22.0 Indemnity Clause**
- 22.1 The CONTRACTOR/agency shall defend, indemnify, release and hold harmless the GSCL from and against any and all loss, damage, injury, liability, demands and claims for injury to or death of any person (including an employee of the CONTRACTOR/agency or GSCL) or for loss of or damage to property (including CONTRACTOR/agency or GSCL property), in each case whether directly or indirectly resulting from or arising out of CONTRACTOR/agency performance under this RFP document / Contract agreement. This indemnity shall apply whether or not GSCL was or is claimed to be passively, concurrently, or actively negligent, and regardless of whether liability without fault is imposed or sought to be imposed on one or more of the GSCL. Such indemnity shall not apply to the extent that it is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this RFP document / Contract agreement and, shall not apply where such loss, damage, injury, liability, death or claim is the result of the sole negligence or willful misconduct of the GSCL.

23.0 Site Regulations and Safety

23.1 The Employer and the CONTRACTOR shall establish Site regulations setting out the rules to be observed in the execution of the Contract at the Site and shall comply therewith. The CONTRACTOR shall prepare and submit to the Employer, proposed Site regulations for approval, which approval shall not be unreasonably withheld.

23.2 Such Site regulations shall include, but shall not be limited to, rules in respect of security, safety of the Facilities, gate control, sanitation, medical care, and fire prevention.

24.0 Change in Laws and Regulations

24.1 If, after the date seven (7) days prior to the date of Bid submission, in the country where the Site is located, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the CONTRACTOR and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the CONTRACTOR has thereby been affected in the performance of any of its obligations under the Contract.

24.2 Bidder to note that any subsequent changes in Tax structure by government will be compensated (Plus or Minus) on availability or submission of actual documentation. CONTRACTOR has to intimate Employer regarding changes occurred in Tax structure after bid submission. If the CONTRACTOR fails to provide such information and if any financial obligation may arise due to change in Tax structure, same will be recovered from CONTRACTOR. The CONTRACTOR shall apply fair means of Stock maintenance and shall adopt accounting standards as may be prescribed under Goods and Service Tax-GST. For arriving at the difference in procurement prices, due to change in GST it will be open for Employer to ask for original invoices, LR, weigh bridge slips, payment details and such other documents as may be required for the purpose. If there is reduction in overall tax burden then proportional benefit of that shall be passed on to the Employer.

25.0 Defect Liability

25.1 The CONTRACTOR warrants that the Facilities or any part thereof shall be free from defects in the design, engineering, materials and workmanship of the Plant and Equipment supplied and of the work executed.

25.2 The Defect Liability Period shall be from the date of Completion of the Facilities (or any part thereof) from the date of Operational Acceptance of the Facilities (or any part thereof), whichever first occurs, unless specified otherwise.

25.3 If during the Defect Liability Period any defect should be found in the design, engineering, materials and workmanship of the Plant and Equipment supplied or of the work executed by the CONTRACTOR, the CONTRACTOR shall promptly, in consultation and agreement with the Employer regarding appropriate remedying of the defects, and at its cost, repair, replace or otherwise make good such defect as well as any damage to the Facilities caused by such defect..

25.4 The Employer shall give the CONTRACTOR a notice stating the nature of any such defect together with all available evidence thereof, The Employer shall give all reasonable opportunity for the CONTRACTOR to inspect any such defect.

- 25.5 The Employer shall give the CONTRACTOR all necessary access to the Facilities and the Site to enable the CONTRACTOR to perform its obligations under this GCC Clause 23. The CONTRACTOR may, with the consent of the Employer, remove from the Site any Plant and Equipment or any part of the Facilities that are defective if the nature of the defect, and/or any damage to the Facilities caused by the defect, is such that repairs cannot be expeditiously carried out at the Site.
- 25.6 If the repair, replacement or making good is of such a character that it may affect the efficiency of the Facilities or any part thereof, the Employer may give to the CONTRACTOR a notice requiring that tests of the defective part of the Facilities shall be made by the CONTRACTOR immediately upon completion of such remedial work, whereupon the CONTRACTOR shall carry out such tests. If such part fails the tests, the CONTRACTOR shall carry out further repair, replacement or making good (as the case may be) until that part of the Facilities passes such tests. The tests in character shall in any case be not less than what has already been agreed by the Employer and the CONTRACTOR for the original equipment/part of the Facilities.
- 25.7 If the CONTRACTOR fails to commence the work necessary to remedy such defect or any damage to the Facilities caused by such defect within a reasonable time (which shall in no event be considered to be less than fifteen (15) days), the Employer may, following notice to the CONTRACTOR, proceed to do such work, and the reasonable costs incurred by the Employer in connection therewith shall be paid to the Employer by the CONTRACTOR or may be deducted by the Employer from any monies due to the CONTRACTOR or claimed under the Performance Security.

26.0 Environmental Safeguards

- 26.1 The CONTRACTOR shall take action of following points and note the stipulations as under, in regards to Environmental Safeguards as stipulated by the Ministry of Environment and Forests.
- 26.2 Appropriate measures shall be undertaken while undertaking digging activities to avoid degradation of water quality.
- 26.3 Borrow pits and other scars created during the road construction shall be properly leveled and treated.
- 26.4 Adequate provision for Infrastructure facilities, i.e, water supply, fuel, sanitation etc, shall be ensured for laborers during construction period in order to avoid damage to the environment.
- 26.5 No excavation from or dumping of waste materials into any water body/wetlands shall be done.
- 26.6 Borrow sites for earth, quarry sites for road construction and dump site shall be identified keeping in view:
- 26.7 No excavation or dumping on private property is carried out without written consent to the owner.
- 26.8 No excavation or dumping shall be allowed on wetlands, forest areas or other ecologically valuable or sensitive locations.
- 26.9 Any approvals required for the same shall be arranged by the CONTRACTOR.

- 26.10 The time allowed for carrying out the work as mentioned above, shall be strictly obeyed by the CONTRACTOR
- 26.11 If the CONTRACTOR does not commence the work within the period specified above, the CONTRACTOR shall stand liable for the forfeiture of the performance Security.
- 26.12 If the CONTRACTOR shall desire an extension of the time for completion of the work on the ground of unavoidably hindered in its execution or on any other grounds, the CONTRACTOR shall apply, in writing, to the authority within 5 working days for each location of the date of the hindrance, on account of which the CONTRACTOR desires such extension as aforesaid.
- 26.13 Employer grants extension of the time of completion after examine the reason of extension, if the period of completion of contract expires before the expiry of the period of 5 working days, the application for extension shall be made before the expiry of contract period.

27.0 Liquidated Damage

- 27.1 If the CONTRACTOR fails to deliver any or all of the product or does not perform the services within the time period(s) specified in the Contract, authority shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5 % of the price of the undelivered product at the stipulated rate for each week or part thereof during which the delivery of such product may be delayed subject to a maximum limit of 10% of the Contract amount. Such penalty is to be deducted always by the authority from the bill of the firm. Once the maximum of the damages above is reached, authority may consider termination of contract.
- 27.2 Employer may debar the Bidder from taking part in future proposals for a specified period or black list him. The work shall, throughout the stipulated period of completion of the contract, be proceeded with all due diligence, time being essence of the contract, on the part of the Bidder.

28.0 Closure of the Contract

- 28.1 Employer will issue the satisfactory completion certificate on execution of the project with compliance of all terms and condition mentioned in this RFP to close the contract.

29.0 Un-foreseeable Difficulties

- 29.1 The Bidder shall be deemed to have obtained all necessary information as to risk, contingencies and other circumstances that may influence or affect the works;
- 29.2 By signing the contract, the Bidder accepts the total responsibility for having sustained all difficulties and costs of successfully completing the work
- 29.3 The contract rates shall not be adjusted to take account of any unforeseen difficulties or costs.

30.0 Change in Constitution of Firm

- 30.1 Any change in the constitution of the firm/company etc. shall be notified forthwith by the firm in writing to the authority within a period of 30 days from the date of its occurrence & such changes shall not relieve any new member or the member of the firm at the time of proposal from any liability under the contract.
- 30.2 No new partner/partners shall be accepted in the firm/company by the Bidder in respect of the contract unless he/they agree(s) to abide by all its terms and conditions and deposit

with the authority on a written agreement to this effect. The firm's receipt of acknowledgement or that of any partner(s) subsequently accepted as above shall bind all of them and will be sufficient to discharge any liability under this contract.

31.0 Indemnifications

31.1 The CONTRACTOR to indemnify the authority against the following:

31.2 The CONTRACTOR shall at its own expense make good any physical loss or damage occasioned by it in the course of the performance of its obligations under this Contract if and to the extent such loss or damage is caused by the willful misconduct or failure to follow good engineering practices of the Bidder,

31.3 The CONTRACTOR shall indemnify, defend and hold harmless the authority and its officers, employees, agents and affiliates against any and all claims of loss, damage and expense of whatever kind and nature, including all related costs and expenses incurred in connection therewith, in respect of personal injury to or death of third parties and in respect of loss of or damage to any third party to the extent that the same arises out of:

31.4 Any breach by the CONTRACTOR of its obligations here under,

31.5 Any negligent act or omission on the part of the CONTRACTOR, its Sub-Contractors or their respective agents or employees, and

31.6 Any willful misconduct or breach of statutory duty on the part of the Contractor, its Sub - CONTRACTORS or their respective agents and employees.

32.0 Insurance for work

32.1 The CONTRACTOR shall effect and maintain during the Contract execution all insurance against accident to worker as may be required to insure the CONTRACTOR's personnel and any other persons employed by it on the work from and against any liability incurred.

32.2 The CONTRACTOR's personnel/any person employed by the CONTRACTOR shall include the Sub- CONTRACTOR and its personnel.

32.3 The CONTRACTOR may also insure itself from any Third Party claims which may have been affected by the action of the CONTRACTOR either directly or indirectly.

32.4 The material supplied under this Contract shall be fully insured by the CONTRACTOR against loss or damage during transportation, storage, and delivery to site.

33.0 Transportation :

33.1 The bidder is required under the contract to transport required material from place of manufacturing to the site. Transport of material to the site, including all required permits, permissions, other incidental costs shall be in the scope of the CONTRACTOR. The CONTRACTOR shall consider same in his quoted price.

34.0 Additional Conditions

34.1 Any damage caused to either private or public property services, structures, etc shall be made good by CONTRACTOR without any extra cost to the Employer.

34.2 CONTRACTOR need to ensure proper and adequate traffic safety signboards, barricades, lighting at night shall be displayed during day and night to ensure that no accidents take place.

- 34.3 No excavated materials shall allowed to be stacked on roadside/ footpaths/public premises without written permission from Competent Authority.
- 34.4 The CONTRACTOR shall arrange Security & Storage of their materials to avoid any theft or losses until installation at site. GSCL shall, in no case, shall be responsible for providing any security/storage for the materials & equipments lying at site during or before execution of work. CONTRACTOR shall be responsible for any loss or damage until the completion of the Installation of the street lights.
- 34.5 That the work to be carried out with diligence and all work is to be done in workmen like manner. The material used by the CONTRACTOR is subject to approval from Engineer, whose decision with rate of progress and to the quality of work and material shall be final.
- 34.6 That no claim or application for revision in the contract rate will be considered due to sudden rate fluctuation of labor and materials or carriage in market at any stage of work under progress and during the tenure of the Contract.
- 34.7 That the CONTRACTOR will be responsible for delay in supplying or unavailability of any materials. No claim or damage from the CONTRACTOR shall be entertained by GSCL.
- 34.8 The CONTRACTOR shall execute extra item of works only after receiving instructions from Engineer and after getting approval for same.
- 34.9 That after completion of the work the CONTRACTOR will remove and cart away all unwanted material, debris etc, at designated location as approved by the Employer at his own cost and leave the site clean and tidy.
- 34.10 That the CONTRACTOR will have to make his own arrangement to carry water at site at his own cost.
- 34.11 The CONTRACTOR shall make good all the bituminous / concrete roads if excavated for laying the DWC pipes and cables. The finish shall be made same as before excavation. In case the road made good by CONTRACTOR caves in or settles down than the rest of the road level or breaks down with seasonal changes then the CONTRACTOR shall make it good again right from ground preparation at no extra cost.
- 34.12 That all facilities for inspecting the works will be provided by the CONTRACTOR and damage in process of inspection will be made good by the CONTRACTOR.
- 34.13 That if any vehicle is engaged in the work, all rules and regulations issued in connection with Motor Vehicle Act will have to be followed.
- 34.14 That the work to be completed in all respect within stipulated time and no extension of time shall be recommended in normal condition. In special condition, time extension may be granted for valid reason as mentioned elsewhere in the Contract.
- 34.15 That the CONTRACTOR will have to arrange all necessary tool & plants required as per nature of work.
- 34.16 That the quarries for the stone materials of all types and size will be arranged by the CONTRACTOR and the Quality of the materials will be approved by GSCL.
- 34.17 If any defect is detected in defect liability period the CONTRACTOR have to rectify the same of his own cost failing which the repair work will be done by the Employer and cost involved will be deducted from performance security or the amount payable to the CONTRACTOR and necessary action will be taken against the CONTRACTOR.

34.18 That the CONTRACTOR will arrange for photography at site after completion of job at his/her/their own cost and the same will be submitted to the Employer along with the bill.

35.0 Compliance With Labour Regulations :

35.1 During continuance of the contract, the CONTRACTOR and his sub CONTRACTORs shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given below. The CONTRACTOR shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-

35.2 Observance of the provisions stipulated in the notifications / bye laws/Acts/Rules/regulations including amendments, if any, on the part of the CONTRACTOR, the Engineer/Employer shall have the right to deduct any money due to the CONTRACTOR including his amount of performance security. The Employer/Engineer shall also have right to recover from the CONTRACTOR any sum required or estimated to be required for making good the loss or damage suffered by the Employer. The employees of the CONTRACTOR and the Sub-CONTRACTOR in no case shall be treated as the employees of the Employer at any point of time.

36.0 Salient Features Of Some Major Labour Laws Applicable To Establishments Engaged In Building And Other Construction Work

(The law as current on the date of bid opening will apply)

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

36.2 Payment of Gratuity Act 1972: Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more or on death the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.

36.3 Employees P.F. and Miscellaneous Provision Act 1952 (since amended): The Act Provides for monthly contributions by the employer plus workers @ 10% or 8.33%. The benefits payable under the Act are :

(i) Pension or family pension on retirement or death, as the case may be.

(ii) Deposit linked insurance on the death in harness of the worker.

(iii) Payment of P.F. accumulation on retirement/death etc.

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

36.5 Contract Labour (Regulation & Abolition) Act 1970: The Act provides for certain welfare measures to be provided by the CONTRACTOR to contract labour and in case the CONTRACTOR fails to provide, the same are required to be provided, by the Principal Employer by Law. The Principal Employer is required to take Certificate of Registration and

the CONTRACTOR is required to take license from the designated Officer. The Act is applicable to the establishments or CONTRACTOR of Principal Employer if they employ 20 or more contract labour.

- 36.6 Minimum Wages Act 1948: The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of Buildings, Roads, and Runways are scheduled employments.
- 36.7 Payment of Wages Act 1936: It lies down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- 36.8 Equal Remuneration Act 1979: The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.
- 36.9 Payment of Bonus Act 1965: The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs.3500/-per month or less. The bonus to be paid to employees getting Rs.2500/- per month or above up to Rs.3500/- per month shall be worked out by taking wages as Rs.2500/-per month only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.
- 36.10 Industrial Disputes Act 1947: The Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- 36.11 Industrial Employment (Standing Orders) Act 1946: It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and gets the same certified by the designated Authority.
- 36.12 Trade Unions Act 1926: The Act lays down the procedure for registration of trade unions of workmen and employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- 36.13 Child Labour (Prohibition & Regulation) Act 1986: The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of Child Labour is prohibited in Building and Construction Industry.
- 36.14 Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979: The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, travelling expenses from home up to the establishment and back, etc.
- 36.15 The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996: All the establishments who carry on any

building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the Building or construction work and other welfare measures, such as Canteens, First-Aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

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

37.0 Safety & Welfare Provisions for labour to be employed by the CONTRACTOR

All necessary personal safety equipment as considered adequate by the Engineer shall be available for use of persons employed on the Site and maintained in a condition suitable for immediate use; and the CONTRACTOR shall take adequate steps to ensure proper use of such equipment by those concerned.

Safety Provisions:

- 37.1 The CONTRACTOR shall comply with all the precautions as required for the safety of the workmen.
- 37.2 All workmen at site shall be provided with safety helmets and yellow/orange jackets.
- 37.3 Workmen required on site during night hours shall be provided with fluorescent yellow jackets with reflective lopes.
- 37.4 Workers employed on mixing asphaltic materials, cement, lime mortars, concrete etc. shall be provided with protective footwear, protective goggles.
- 37.5 Those engaged in handling any material, which is injurious to the eyes, shall be provided with protective goggles protective goggles.
- 37.6 Those engaged in welding works shall be provided with welder's protective eye shield.
- 37.7 Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- 37.8 Suitable scaffolds shall be provided for workmen for all work that cannot safely be done from the ground, or from solid construction except for such short period work as can be done safely from ladders. When a ladder is used, an extra labourer shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable foot-holds and hand-holds shall be provided on the ladder, which shall be given an inclination not steeper than 1/4 to 1.
- 37.9 Scaffolding or staging more than 3.25 metres above the ground or floor, swung or suspended from an overhead support or erected with stationary support, shall have a guard rail properly attached, bolted, braced and otherwise secured at least 1 metre high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings 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 support or structure.

- 37.10 Working platforms, gangways, and stairways shall be so constructed that they do not sag unduly or unequally, and if the height of any platform or gangway or stairway is more than 3.25 metres above ground level or floor level, it shall have closely spaced boards, have adequate width and be suitably provided with guard rails as described in above.
- 37.11 Every opening in the floor of a structure or in a working platform shall be provided with suitable means to prevent fall of persons or materials by providing suitable fencing or railing with a minimum height of one metre.
- 37.12 Safe means of access and egress shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 metres in length. The width between side rails in a rung ladder shall in no case be less than 30 cm for ladders up to and including 3 metres in length. For longer ladders the width shall be increased at least 6 mm for each additional 30 cm of length. Spacing of steps shall be uniform and shall not exceed 30 cm.
- 37.13 Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites 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 accidents and shall be bound to bear the expenses of defending 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 costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the CONTRACTOR be paid to compromise any claim by any such person.
- 37.14 Excavation and Trenching: All trenches, 1.5 metres or more in depth shall at all times be supplied with at least one ladder for each 20 metres in length or fraction thereof. Ladders shall be extended from the bottom of the trench to at least 1 metre above the surface of the ground. The sides of a trench, which is 1.5 metres or more in depth shall be stepped back to provide a suitable slope, or be securely held by timber bracing so as to avoid the danger of side collapse. Excavated material shall not be placed within 1.5 metres of the edge of any trench or half the depth of the trench, whichever is more. Excavation shall be made from the top to the bottom. Under no circumstances shall undermining or undercutting be done.
- 37.15 When workers are employed in sewers and manholes, which are in use, the CONTRACTOR shall ensure that manhole covers are open and manholes are ventilated at least for an hour before workers are allowed to go into them. Manholes so open shall be cordoned off with suitable railing and provide warning signals or boards to prevent accidents to the public.
- 37.16 Demolition: Before any demolition work is commenced and also during the process of the work:
- 37.17 All roads and open areas adjacent to the work site shall either be closed or suitably protected.
- 37.18 No electric cable or apparatus, which is liable to be a source of danger other than a cable or apparatus used by operators, shall remain electrically charged:

- 37.19 All practical steps shall be taken to prevent danger to persons employed by the Employer, from risk of fire or explosion, or flooding. No floor, roof or other part of a building shall be so overloaded with debris or materials as to render it unsafe.
- 37.20 When work is performed near any place where there is risk of drowning all necessary equipment shall be provided and kept ready for use and all necessary steps taken for prompt first aid treatment of all injuries likely to be sustained during the course of the work.
- 37.21 Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following:
- (a) These shall be of good mechanical construction, sound material and adequate strength and free from patent defects and shall be kept in good working order be regularly inspected and properly maintained.
 - (b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from defects.
 - (c) For every hoisting machine and every chain hook, shackle, swivel and pulley block used in hoisting, lowering or as means of suspension, safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with safe working load. In case of a hoisting machine or a variable safe working load, each safe working load and conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to in the paragraph above shall be loaded beyond safe working load except for the purpose of testing
 - (d) Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances shall be provided with efficient safeguards; hoisting appliances shall be provided with such means as will reduce the risk of accident during descent of load to the minimum. Adequate precautions shall be taken to reduce to the minimum risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energised, insulating mats, working apparel such as gloves, sleeves and boots, as may be necessary, shall be provided. Workers shall not wear any rings, watches and carry keys or other material which are good conductors of electricity.
 - (e) All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in a safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near places of work.
 - (f) These safety provisions shall be brought to the notice of all concerned by displaying on a notice board at a prominent place at the work location. Persons responsible for ensuring compliance with the Safety Code shall be named therein by the CONTRACTOR.
 - (g) To ensure effective enforcement of the rules and regulations relating to safety precautions, arrangements made by the CONTRACTOR shall be open to inspection by the Engineer or his Representative.
 - (h) Notwithstanding anything contained in condition above, the CONTRACTOR shall remain liable to comply with the provisions of all acts, rules, regulations and bylaws for the time being in force in India and applicable in this matter. The CONTRACTOR

shall be responsible for observance, by his sub-CONTRACTORS, of the foregoing provisions.

- (i) The following road safety materials must be used during the time of execution/diversion of traffic.
 - (i) Traffic cone (385mm x 385mm base) x 722mm
 - (ii) Safety jackets for labours/officers
 - (iii) Safety helmets for labours/officers
 - (iv) Safety reflective gloves
 - (v) Pollution masks for labours & engineers
 - (vi) Hand hold search light
 - (vii) Led batons.
 - (viii) The display boards on development activities of the work shall be made as per relevant guidelines of Central / State / Local Authorities

38.0 Labour Welfare Provisions:

38.1 First Aid:

At every workplace, there shall be maintained in readily accessible place first aid appliances including an adequate supply of sterilised dressings and sterilised cotton wool as prescribed in the Factory Rules of the State in which the work is carried on. The appliances shall be kept in good order and, in large work places; they shall be placed under the charge of a responsible person who shall be readily available during working hours.

38.2 Accommodation for Labour:

The CONTRACTOR shall during the progress of the work provide, erect and maintain necessary temporary living accommodation and ancillary facilities for labour at his own expense to standards and scales approved by the Engineer.

38.3 Drinking Water:

- (a) In every workplace, there shall be provided and maintained at suitable places easily accessible to labour, a sufficient supply of cold water fit for drinking. Where drinking water is obtained from an intermittent public water supply each workplace shall be provided with storage tanks where drinking water shall be stored. Every water supply storage shall be at a distance of not less than 15 metres from any latrine, drain or other source of pollution. Where water has to be drawn from an existing well, which is within such proximity of any latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door, which shall be dust proof and waterproof.
- (b) A reliable pump shall be fitted to each covered well. The trap door shall be kept locked and opened only for cleaning or inspection, which shall be done at least once a month.

38.4 Washing and Bathing Places:

Adequate washing and bathing places shall be provided separately for men and women. Such places shall be kept in clean and drained condition.

38.5 Scale of Accommodation in Latrines and Urinals:

- (a) There shall be provided within the precincts of every workplace, latrines and urinals in an accessible place, and the accommodation, separately for each for these, shall not be less than at the following scale:
- (b) No. of Seats
 - (i) Where number of persons does not exceed 50 2
 - (ii) Where number of persons exceed 50 but does not exceed 100 3
 - (iii) For additional persons per 100 or part thereof 3

In particular cases, the Engineer shall have the power to increase the requirement, wherever necessary.

38.6 Latrines and Urinals:

38.6.1 Except in workplaces provided with water-flushed latrines connected with a water borne sewage system, all latrines shall be provided with dry-earth system (receptacles) which shall be cleaned at least four times daily and at least twice during working hours and kept in a strictly sanitary condition. Receptacles shall be tarred inside and outside at least once a year.

38.6.2 If women are employed, separate latrines and urinals, screened from those for men and marked in the vernacular in conspicuous letters "For women only", shall be provided. Those for men shall be similarly marked "For men only". A poster showing the figure of a man and a woman shall also be exhibited at the entrance to latrines for each sex. There shall be adequate supply of water, close to latrines and urinals.

38.7 Construction of Latrines:

38.7.1 Inside walls shall be constructed of masonry or other non-absorbent material and shall be cement washed inside and outside at least once a year. The dates of cement washing shall be noted in a register maintained for the purpose and kept available for inspection. Latrines shall have at least a thatched roof.

38.8 Disposal of Excreta:

38.8.1 Unless otherwise arranged for by the local sanitary authority, arrangement for proper disposal of excreta by incineration at the workplace shall be made by means of a suitable incinerator approved by the local medical health and municipal or cantonment authorities. Alternatively, excreta may be disposed of by putting a layer of night soils at the bottom of a pucca tank prepared for the purpose and covering it with a 15 cm layer of waste or refuse and then covering it with a layer of earth for a fortnight (when it will turn into manure).

38.8.2 The CONTRACTOR shall, at his own expense, carry out all instructions issued to him by the Engineer to effect proper disposal of soil and other conservancy work in respect of CONTRACTOR's work-purpose or employees on the site. The CONTRACTOR shall be responsible for payment of any charges, which may be levied by municipal or cantonment authority for execution of such work on his behalf.

38.9 Provisions of shelters during rest:

- 38.9.1 At every workplace, there shall be provided, free of cost, four suitable sheds, two for meals and two others for rest, separately for use of men and women labour. The height of each shelter shall not be less than 3 metres from floor level to lowest part of roof. Sheds shall be kept clean and the space provided shall be on the basis of at least 0.5 sq.m. per head.
- 38.10 Crèches:
- 38.10.1 At a place where women are ordinarily employed, there shall be provided at least one hut for use of children under the age of 6 years belonging to such women. Huts shall not be constructed to a standard lower than that of thatched roof, mud floor and wall with wooden planks spread over mud floor and covered with matting. Huts shall be provided with suitable and sufficient openings, for light and ventilation. There shall be adequate provision of sweepers to keep the places clean. There shall be a maidservant in attendance.
- 38.10.2 Sanitary utensils shall be provided to the satisfaction of local medical, health a municipal or cantonment authorities. Use of huts shall be restricted to children, their attendants and mothers of children.
- 38.11 Canteen:
- 38.11.1 A cooked food canteen on a moderate scale shall be provided for the benefit of workers wherever it is considered necessary.
- 38.12 Anti-malarial precautions:
- 38.12.1 The CONTRACTOR shall, at his own expense, conform to all anti malarial instructions given to him by the Engineer, including filling up any borrow pits which may have been dug by him.
- 38.13 Awareness and Education of HIV/AIDS
- 38.13.1 The CONTRACTOR shall provide/carryout HIV/AIDS awareness and training programme to its labour and management, at least twice per year during the construction period.
- 38.14 Child Labour Prohibition
- 38.14.1 The CONTRACTOR shall not employ Child Labour for any works or in any manner under the Contract at any time. In the event that the CONTRACTOR uses child labour, the Employer shall terminate the Contract.
- 38.15 Amendments:
- 38.15.1 The Employer may, from time to time, add to, or amend these Rules and issue such directions as it may be considered necessary for the proper implementation of these Rules or for the purpose of removing any difficulty, which may arise in the administration thereof.