

G.P.W.-9	
GENERAL CONDITIONS OF CONTRACT	
Clause No.1	The contract means the document forming the tender and acceptance there of and the formal agreement executed between the Governor of Uttarakhand and 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 another.
Clause No.2	<p>In the contract the following expression shall, unless the context otherwise requires, have the meanings herewith respectively assigned to them.</p> <p>(a) The ‘works or work’ shall unless there be something either in the subject or context repugnant to such construction shall 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.</p> <p>(b) The ‘site’ shall mean the land and/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.</p> <p>(c) The ‘contractor’ shall mean the individual or firm or company whether incorporated or not undertaking the works and shall include the legal personal representatives of such individual or the persons composing such firm or company or the successors of such firm or company and the permitted assign of such individual or firm or company.</p> <p>(d) The ‘Governor’ shall mean the Governor of Uttarakhand, his successor or assigns.</p> <p>(e) The Engineer-in-Charge shall mean the Executive Engineer the Assistant Engineer, as the case may be, who shall supervise and be in-charge of the work.</p> <p>(f) The ‘Government’ shall mean the Government of Uttarakhand.</p> <p>(g) The ‘Chief Engineer’ shall means Chief Engineer Level-II Public Works Department Uttarakhand</p> <p>(h) The ‘Estimated Cost’ shall means the cost of the work or works as estimated, on the basis of Approved rates by the competent authority .</p> <p>(i) The Department shall mean the Public Works Department, Uttarakhand.</p> <p>(j) Words importing the singular number include plural numbers and vice-versa.</p>
Clause No.3	<p>The contractors shall deposit performance security and extra performance security along with security deposit/ retention money as applicable as per detail given below :-</p> <p>(3.1) <u>Performance Security :-</u></p> <p>(3.1.1) <u>Percentage Rate Contracts –</u></p> <p>(3.1.1.1) <u>For contract agreements of cost upto Rs. 1.00 crore :-</u></p> <p>The performance security at the rate of 2% of the contract price or estimated cost of the work whichever is higher shall be provided by the contractor to the employer at the time of signing of the contract agreement in the form acceptable to the employer from reputable local banks including scheduled</p>

banks or nationalized banks acceptable to the employer and the remaining 3% performance security shall be deducted from the first running bill paid to the contractor.

(3.1.1.2) For contract agreements of cost Rs. 1.00 crore and above:-

The Performance Security shall be Provided by the Contractor to the Employer not later than the date Specified in the letter of acceptance and shall be issued for an amount of 5%(Five percent) of the Contract Price or estimated cost of the work, whichever is higher, in the form acceptable to the Employer from reputable local Banks including scheduled banks or nationalized banks acceptable to the Employer.

The Performance security shall be valid until the date of issuance of completion certificate. The employer may increase the Performance Security to a level sufficient to protect it against the possibility of financial loss, if the lowest evaluated bid is below the estimated cost of the work.

(3.1.1.3) Additional performance security:-

The amount of Additional performance security shall be worked out as follows :-

- (a) Up to 5% below the Estimated Cost; No Additional Performance Security
- (b) From 5% below to 15% below the estimated cost, An Additional Performance Security of 0.5% of the estimated cost for every 1% below the estimated cost,
- (c) For more than 15% below the estimated cost, an Additional performance Security of 1% of the estimated amount for every 1.0% below the estimated cost.

Note :-

❖ *If the percentage below is not a whole number, any percentage above 0.5% shall be rounded, off to next higher whole number and any percentage below 0.5% shall be rounded off to immediate lower whole number.*

❖ *The Performance Security and Additional Performance Security as Applicable Shall be refunded to the contractor after satisfactory completion of the work and after the payment of the final bill.*

(3.1.2) Item Rate Contracts-

(3.1.2.1) For contract agreements of cost upto Rs. 1.00 crore :-

The performance security at the rate of 2% of the contract price or estimated cost of the work whichever is higher shall be provided by the contractor to the employer at the time of signing of the contract agreement in the form acceptable to the employer from reputable local banks including scheduled banks or nationalized banks acceptable to the employer and the remaining 3% performance security shall be deducted from the first running bill paid to the contractor.

(3.1.2.2) For contract agreements of cost Rs. 1.00 crore and above:-

The Performance Security shall be provided by the contractors to the Employer not later than the date specified in the letter acceptance and shall be issued for an amount of 5% of the Contract Price or the estimated Cost of the work, whichever is higher, in the form acceptable to the Employer from

	<p>reputable local banks including scheduled banks or nationalized banks acceptable to the Employer. The performance security shall be valid until the date of issuance of Completion certificate. The Employer may increase the Performance Security to a level sufficient to protect it against the possibility of Financial loss, if the lowest evaluated bid is unbalanced.</p>												
	<p>(3.1.2.3) <u>Additional performance security:-</u> The amount of Additional Performance security shall be worked out as follows:-</p> <p>(a) No Additional Performance Security for item rates up to 5% below the estimated item rate,</p> <p>(b) An Additional Performance Security of 10% of the estimated cost of items, for item Rates form 5% to 15% below the estimated rate,</p> <p>(c) An Additional Performance Security of 15% of the estimated cost of items, for item Rates more than 15% below the estimated rate,</p> <p><i>Note: The Performance Security and Additional Performance Security as applicable shall be refunded to the contractors after satisfactory completion of the works and after the payment of the final bill.</i></p>												
	<p>(3.2) <u>Security Deposit :-</u></p> <p>The Employer shall retain from each Payment due to the Contractor an amount of 5% of the bill Amount, subject to a maximum of 5% of the Contract Price until the Defects liability period has passed and the Engineer has certified that all Defects notified by the Engineer to the Contractor before the end of this period have been corrected. The defect liability period shall be 12 months from the date of completion of the contract for non bituminous works and shall be 24 months from the date of completion of the contract for bituminous works.</p>												
<p>Clause No. 4</p>	<p><u>Compensation for Delay:-</u></p> <p>If the contractor fails to maintain the required progress as per Annexure-A or to complete the work and clear the site on or before the Date of completion or extended date of completion, he shall, without prejudice to any right or remedy available under the law to the government on account of such breach pay as agreed compensation the amount calculated at the rates stipulated below if that the progress remains below that specified in Schedule-A or that the work remains incomplete.</p> <p>SCHEDULE- A</p> <p>The date of start of work may be maximum 15 days after the date of registration of contract. Mile stone (s) shall be as per table given below :-</p> <table border="1" data-bbox="379 1816 1481 2141"> <thead> <tr> <th>S. No.</th> <th>Financial Progress</th> <th>Time allowed (from date of start)</th> <th>Grace period</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>1/8th /(12.5%) of the cost of total work done.</td> <td>1/4th (25%) of bonded period.</td> <td>1/8th of the bonded time.</td> </tr> <tr> <td>2</td> <td>3/8th /(37.50%) of the cost of total work done.</td> <td>1/2nd /(50%)of bonded period.</td> <td>-</td> </tr> </tbody> </table>	S. No.	Financial Progress	Time allowed (from date of start)	Grace period	1	1/8th /(12.5%) of the cost of total work done.	1/4th (25%) of bonded period.	1/8th of the bonded time.	2	3/8th /(37.50%) of the cost of total work done.	1/2nd /(50%)of bonded period.	-
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3	3/4th /(75%) of the cost of total work done.	3/4th (75%) of bonded period.	-
4	Full/(100%) of the cost of total work done.	Full/(100%) of bonded period.	-

Conditions to withheld the amount in case of non- achievement of milestone:-

- (4.1) If the work is not started by the end of the time given for the first milestone, the agreement shall be immediately finalized and the performance security shall be forfeited.
- (4.2) If the work is started just before the lapse of the first milestone, but not completed by the time given for the grace period, 2.50% of the contract value shall be withheld and it shall only be refundable incase of compensating the target of the first milestone along with the second milestone within the scheduled time of second milestone.
- (4.3) In the event of non achieving the necessary progress as per the second milestone additional 3.50% of the contract value shall be withheld and the total 6.0% withheld money shall only be refundable if the required progress upto second milestone is achieved alongwith the third milestone within the scheduled time of third milestone.
- (4.4) In the event of non achieving the targeted progress upto the third milestone additional 4% of the contract value shall be withheld and total 10% withheld money shall only be refundable if the targeted progress upto third milestone is compensated & achieved alongwith the forth milestone i.e the whole work is completed within the bonded period.
- (4.5) If the whole work upto the forth milestone is not completed within the scheduled or rescheduled time, all the withheld amount of 10% shall be recovered from the contractor from any money due to him by the Government under this contract or any other account what so ever. Otherwise the same will be recoverable as an arrear of land revenue through collector.

The time allowed for execution of the work as specified in the Schedule "A" or the extended time in accordance with these conditions shall be an essence of the Contract. The execution of work shall commence from such time period as mentioned in the contract agreement. If the Contractor commits default in commencing the execution of the work as aforesaid, government shall without prejudice to any other right or remedy available in law ,be at liberty to forfeit the amount as mentioned above.

- ❖ 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 Department. The chart shall be prepared in direct relation to the time stated in the Schedule 'A' above for completion of item 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 Engineer-in-charge and Contractor within the limitation of time imposed in the contract documents .
- ❖ If the work (s) be delayed by :-
 - I. Force majeure , or
 - II. Abnormally bad weather, or

	<p>III Serious loss or damage by fire or</p> <p>IV. Civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or</p> <p>V. Delay on the part of other contractors or tradesmen engaged by Engineer-in charge in execution of work not forming part of the Contract, or</p> <p>VI. Non availability of stores, which are the responsibility of Government to supply, or</p> <p>VII Non- availability or breakdown of tools and plant to be supplied or supported by Government, or</p> <p>VIII. Any other cause which in the absolute discretion of the Engineer-in-charge is beyond the contractors control then upon the happening of any such event causing delay, the contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavor to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of Engineer-in-charge to proceed with the work.</p> <p>Request for rescheduling of milestones and extension of time to be eligible for consideration, shall be made by the Contractor in writing within 14 days of the happening of the event causing delay on the prescribed form..</p> <p>In any such case competent authority may give a fair and reasonable extension of time and reschedule the milestone for completion of work as per clause-5.</p>
<p>Clause No.5</p>	<p><u>Action when whole of performance security is forfeited</u></p>
	<p>(5.1) The officer accepting the contract on behalf of the Government or the Engineer-in-Charge shall have the power, without prejudice to his right against the contractor in respect of any delay or inferior workmanship or otherwise or to any claims for damage in respect of any breaches of the contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise whether the date for completion has or has not elapsed by notice in writing to determine, the contract in any of the following cases:</p>
	<p>(5.1.1) If the contractor having been given by the Engineer-in-charge a notice in writing (which notice under the hand of the Engineer-in-charge or communicated directly or through the Assistant Engineer shall be conclusive evidence) to rectify ,reconstruct or replace any defective work or any work damaged by any reason whatsoever or that the work is being performed in an inefficient or otherwise improper or unworkmanlike manner shall omit to comply with the requirements or such notice for a period of seven days of such notice or if the Contractor shall delay or suspend the execution of the work so that either in the judgment of the Engineer-in-charge (which shall be final and binding) he will be unable to secure completion of the work by the date of completion or he has already failed to complete the work by that date.</p>
	<p>(5.1.2) If the contractor being a company shall pass a resolution or the court shall</p>

	<p>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 creditor to appoint a receiver or manager or which entitle the court to make winding up order.</p>
	<p>(5.1.3) If the contractor commits breach of any of the terms and conditions of this contract other than those mentioned in sub Clause (5.1.1) above.</p>
	<p>(5.1.4) If the contractor commits any act mentioned in clause 18 hereof.</p>
	<p>(5.2) When the contractor has made himself liable for action under any of the cases aforesaid the officer accepting the contract on behalf of the Government or the Engineer-in-charge shall have powers to adopt any one or more of following courses as he may deem best suited to the interest of Government.</p>
	<p>(5.2.1) To determine or rescind the contract as aforesaid (of which termination or recession notice in writing to the contractor under the hand of the Engineer-in-charge or communicated directly or through the Assistant Engineer shall be conclusive evidence). Upon such termination or recession the security deposit of the contractor shall be liable to be forfeited and shall be absolutely at the disposal of Government.</p>
	<p>(5.2.2) After giving notice to the Contractor to measure up the work of the Contractor and to take such part there of as shall be unexecuted out of his hands and to give it to another Contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original Contractor if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Engineer-in-charge shall be final and conclusive) shall be borne and paid by the original Contractor and may be deducted from any money due to him by the Government under this contract or any other account whatsoever or from his security deposit or the proceed of the sales there of or a sufficient part thereof as the case may be.</p>
	<p>(5.3) In the event of any one or more of the courses mentioned in Sub Clause(2) above being adopted by the Engineer-in-charge 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 engagement or made any advances on account or with a view to the Execution of the work of the performance of contract. And in case action is taken under any of the provisions aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof 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. If the security of the contractor is forfeited as above and same is repeated in other contract agreement the contractor shall be liable to be black listed.</p>
<p>Clause No.6</p>	<p><u>Contractor remains liable to pay compensation if action not taken under clause 5.</u></p> <p>In any case in which any of the powers conferred upon the officer</p>

	<p>accepting the contract on behalf of the Government or Engineer-in-charge by Clause 5 here of, shall have become exercisable and the same are not exercised, the non exercised there of shall not constitute a waiver of any of the condition here of and such power shall not with standing be exercisable in the event of any future case of the default by the contractor for which by any clause or clauses hereof he is declared liable to pay compensation and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Engineer-in-charge putting in force all or any of the powers vested in him under the preceding Clause, the Engineer-in-charge may if he so desires, take possessions of all or any tools, plant, materials or any stores, in or upon the works or the site thereof or belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rates or in the case of these not being applicable at current market, rates to be certified by the Engineer-in-charge whose certificate there of shall be final other wise the Engineer-in-Charge may give notice in writing to the contractor or his clerk of the work, foremen or other authorized agent require him to remove, such tools, plant, materials of stores from the premises (within a time to be specified in such notice) and in the event of the Contractor failing to comply with any such requisition, the Engineer-in-charge may remove at the Contractor expenses or sell them by auction or private sale on the account of Contractor and at his risk in all respect 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 sale shall be final and conclusive against the contractor.</p>
<p>Clause No. 7</p>	<p><u>Extension of time :-</u></p> <p>The time allowed for execution of work as specified in the schedule “A” or the extended time in accordance with these condition shall be the essence of the contract. The execution of the work shall commence form such time period mentioned in schedule .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 any other ground he shall apply in writing to the officer accepting the contract on behalf of the Government through the Engineer-in-Charge and a copy thereof is sent to Engineer-in-Charge within 30 days of the hindrance on account of which he desires such extension as aforesaid, The cases of the extension of the time beyond the time schedule as per milestone shall be submitted to the authority next higher to the officer accepting the contract on behalf of the Government provided that the extension of time should be limited to 50% of the total period of that particular miles stone. In case this period exceeds more than- 50%, it shall be submitted to authority next to next higher to the office accepting the contract as the case may be. Provided always that if the Contractor continues to perform the work obtaining approval for extension as aforesaid the right of the Government to claim compensation under Clause 5 shall not be deemed to have been waived.</p>
<p>Clause No.8</p>	<p><u>Final Certificate:-</u></p> <p>On completion of the work the contractor shall send a registered notice to the Engineer-in-Charge giving the date of completion and sending a copy of it</p>

	<p>to the officer accepting the contract on behalf of the Government and shall request the Engineer-in-Charge to give him a certificate of completion but no such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed from the site, on which the work shall be executed all scaffolding, surplus materials and rubbish and cleared off the dirt from all wood work doors, windows, walls, floors, or other parts of any building in, upon or about which the work is to be executed or of which he may have had possession for the purpose of execution thereof, and he has filled up the pits. If the Contractor fails to comply with the requirements of this clause as to removal of scaffolding surplus materials and rubbish and cleaning of dirt and filling of pits on or before the date fixed for completion of the work, the Engineer-in-Charge may at the expense of the Contractor remove such scaffolding, surplus materials and rubbish and disposal of the same as he think fit and clean off such dirt and fill the pits as aforesaid, and the Contractor shall forth with pay the amount of all expenses so incurred and shall have no claim in respect of any scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof. On completion, the work shall be measured by the Engineer-in-Charge himself or through his subordinate, whose measurements shall be binding and conclusive against the contractor, provided that, in subsequent to the measurements taken by the subordinates as aforesaid the Engineer-in-Charge had reason to believe that the measurements by his subordinates are not correct, Engineer-in-charge shall have the power to cancel the measurements already taken by his subordinates and acknowledged by the Contractors and to take measurements again after giving notice to the contractor and remeasurements shall be binding on the contractors .</p> <p>Within fifteen days of the receipt of the notice, the Engineer-in-Charge shall inspect the work and if there is no visible defect on the face of the work, shall give the contractor a certificate of completion. If the Engineer-in-Charge finds that the work has been fully completed, it shall be mentioned in the certificate to be granted. On the other hand, if it is found that there are certain visible defects to be removed, the certificate to be granted by Engineer-in-charge shall specifically mention the details of the visible defects along with the estimate of the cost for removing these defects. The final certificate of completion of work shall be given after the visible defects pointed out as above have been removed.</p>
<p>Clause No.9</p>	<p><u>Intermediate Payments :-</u></p> <p>No Running payments shall be made for work estimated to cost less than Fifty thousand till after the work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than Rupees Fifty thousand, the contractor shall, on submitting the bill, thereof be entitled to receive a payment passed by the Engineer-in-charge whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. The maximum amount of intermediate payment shall be limited upto 75 percent of the contract amount. All such intermediate payments shall be regarded as payments for works actually done and completed and shall not preclude bad, unsound and imperfect or unskilled work to be removed and take away and re-constructed or re-corrected, or it shall not be considered as an admission of the due performance of the contractor or any part thereof in any</p>

	<p>respect of the acquiring of any claim nor shall it conclude, determine or affect in any way the powers of the Engineer-in-Charge under these conditions or any of them as to the final settlement and adjustment of the accounts and otherwise or in any other way vary or affect the contract.</p> <p>The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work or of the date of the certificate of completion furnished by the Engineer-in-Charge and payments shall be made within 3 months of submission of such bill. If there shall be any dispute about any items of the work then the undisputed item or items only shall be paid within the said period. The contractor shall submit a list of the disputed items within 30 days from the disallowances thereof and if he fails to do so his claim shall be deemed to have been fully waived and absolutely extinguished.</p>
<p>Clause No.10</p>	<p><u>Contractors to be given a week to file objection to the measurement recorded by the department:-</u></p> <p>Before taking any measurement of any work as has been referred to in clause 8,9 thereof, the Engineer-in-Charge or subordinate deputed by him shall give reasonable notice to the contractor. If the contractor fails to attend at the time of measurement after such notice or fails to countersign or to record the difference within a week from the date of measurement in the manner required by the Engineer-in-charge then in any such event the measurements taken by the Engineer-in-Charge or by the subordinate deputed by him as the case may be, shall be final and binding on the contractor and the contractor shall have no right to dispute the same.</p>
<p>Clause No.11</p>	<p><u>Stores supplied by the Government:-</u></p> <p>If the specification or schedule of the items provides for the use of any special description of material to be supplied from the Engineer-in-charge's store or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such materials and stores and the prices to be charged thereof as here-in-after mentioned being so far as practicable for convenience of the contractor, but not so as in any way to control the meaning or effect of this contract, specified in the Schedule or memorandum here to annexed) the contractor shall be supplied with such materials and stores as are required from time to time to be used by him for the purpose of the contract only and the value of the full quantity of materials and stores so supplied at the Rates specified in the said scheduled or memorandum may be set off or deducted from any sums then due, or there after to become due to the contractor under the contract or otherwise or against or from the security deposit, or the proceeds of sale thereof, if the same is held in Government securities, the same or a sufficient portion thereof being in the case sold for the purpose. It shall be the responsibility of the contractor to ascertain from time to time, from the Engineer-in-Charge about the position of availability of the materials as afore mentioned and any delay on the part of the Engineer-in-charge to arrange supplies of the same shall not entitle the contractor to any compensation but in the event of all such delays the contractors shall be granted reasonable extension of time. All materials supplied to the contractor are the property of the contractor, but shall not on any account be removed from the site of the work, except with written permission of the Engineer-in-Charge or</p>

	<p>under his orders and shall at all times be open to inspection by the Engineer-in-charge. Any such materials unused and in-perfectly good condition at the time of completion or determination of the Contract may, by special arrangement be taken over by the Government at the prevailing market rates, if required for use on other works in progress provided that the price allowed shall not exceed the amount charged to the Contractor.</p>
<p>Clause No.12</p>	<p><u>Works to be executed in accordance with specification, drawing etc:-</u></p> <p>The contractor shall execute the whole and every part of the work in the most substantial and work-man like manner and both as regards materials and otherwise in every respect in strict accordance with the specification. The contractor shall also confirm exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Engineer-in-Charge and lodged in his office, and to which the contractor shall be entitled to have access to such office, for the purpose of inspecting during office hours and the contractor shall be furnished free of charge one copy of the specification and of all such designs, drawings, and instructions not included in the detailed specifications for buildings and roads enforced from time to time or any other printed publications on general specifications referred to elsewhere in the contract.</p>
<p>Clause No.13</p>	<p><u>Alteration in specification and design do not invalidate contract:-</u></p> <p>The Engineer-in-charge shall have the authority to make any alteration or omission from, additions to or substitution for the original specification, drawings, designs, and instructions that may appear to him to be necessary during the progress of the work and the contractor shall carry out the work in accordance with any instructions that may be given to him in writing signed by the Engineer-in-charge and such alterations, omission, addition, or substitutions shall not, invalidate the Contract any altered additions, or substituted work which the contractor may be directed to do in the manner as above specified as part of the work shall be carried out by the Contractor on the same conditions in all respect on which he agreed to do the main work. The time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bears to the original contract work and the certificate of the Engineer-in-charge shall be conclusive as to such proportion. Over and above this, a further period to the extent of 25 percent of the time so extended may be allowed to the contractor. The rates for such additional, altered or substituted work under this clauses shall be worked out in accordance with the following provisions in their respective order:-</p> <p>13.1 If the Rate for the additional, altered, or substituted work are specified in the contract for the work, the Contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the contract of the work.</p> <p>13.2 If the rates for the additional, altered or substituted work include any work for which no rates are specified in the contract for the work or can not be derived from the similar class of work in the contract then such work shall be carried out at the rates entered in the Schedule of rates minus/plus percentage</p>

	<p>which the total tendered amount bears to the estimated cost of the entire work put to tender.</p> <p>13.3 If the rates for the additional, altered or substituted work are not specifically provided in the contract for the work, the rate will be arrived from the rates for similar class of work, as are specified in the contract for the work.</p> <p>13.4 If the rates for the additional, altered or substituted work can not be determined in the manner specified in sub clauses 13.1 to 13.3 above, the rates for such work shall be worked out on the basis of the Schedule of Rate minus/plus the percentage which the total tendered amount bears to the estimated cost of the entire work put to tender, provided always that if the rates for a particular part or parts of the item is not in the Schedule of rate, rate for such part or parts will be determined by the officer accepting the contract and approved by next higher to the officer accepting the contract on behalf of the Government on the basis of the prevailing market rates when the work was done.</p> <p>13.5 If the rates of the additional, altered or substituted work can not be determined in the manner specified in sub clause 13.1 to 13.4 above, then the contractor shall within 7 days of the date of receipt of the order to carry out the work inform the officer accepting the contract on behalf of the Government of the rate which it is his intension to charge for such class of work, supported by analysis of the rates claimed and the Superintending Engineer shall determine the rate or rates on the basis of the prevailing market rates and pay the contractor accordingly. However the officer accepting, the contract on behalf of the Government by notice, in writing will be at liberty to cancel his order to carry out such class of the work and arrange to carry it out in such manner as he may consider advisable. But under no circumstances, the contractor, shall suspend the work on the plea of non settlement of rates of items, falling under this clauses:-</p> <p style="text-align: center;">The quantities for the additional, altered or substituted work and the rates thereof under sub-clause (1) to (3) shall be worked out by the officer accepting the contract on behalf of the Government and shall be approved by the officer next higher to the officer accepting the contract.</p>
<p>Clause No.14</p>	<p><u>No compensation for alteration in or restriction of the work to be carried out:-</u></p> <p>If at any time after the commencement of the work the Government of Uttarakhand or the Chief Engineer shall for reason whatsoever not require the whole work thereof as specified in the tender to be carried out, the Engineer-in-charge shall give notice in writing of the fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall have any claim for compensation by reason of any alteration having been made in the original specifications, drawings, designs, and instructions which shall involve any curtailment of the</p>

	<p>work as originally contemplated nor shall have any claim to compensation by reason of his having purchased or procured materials with a view to the execution of the work or the performance of the contract. But the Engineer-in-charge shall have the option either to take over the materials at site, if of approved quality and not in excess of the requirements of the work and to pay to the contractor the actual cost thereof (of the amount of which cost, a certificate by the Engineer-in-charge shall be binding on the contractor). In the event of this option not being exercised, the contractor may submit to the Engineer-in-charge within one month of the date of the order closing down the work a detailed statement of the loss that estimate he will sustain by removing, selling or otherwise disposing of the materials. The estimate will be forwarded to the Chief Engineer who will decide what sum, if any, should as a matter of grace be paid to the contractor to compensate him for the loss suffered by him and the decision of Chief Engineer shall be final and binding on the contractor.</p>
<p>Clause No.15</p>	<p><u>Action and compensation payable in case of bad work:-</u></p> <p>If it shall appear to the Engineer-in-charge or his subordinate-in-charge of the work, that any work has been executed with unsound, imperfect, unskillful workmanship or with materials of any inferior description or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract, the contractor shall, on demand in writing from the Engineer-in-charge specifying the work material or articles complained of notwithstanding that the same may have been inadvertently 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 and articles so specified and provide other proper and suitable articles at his own proper charge and cost, and in the event of his failing to do so within a period to be specified by Engineer-in-charge in his demand aforesaid the Engineer-in-charge may rectify or remove and re-executed the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expenses of the contractor in all respects of the contract.</p>
<p>Clause No.16</p>	<p><u>Work to be open to inspection:-</u></p> <p>All work under or in the course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-charge and his subordinates, and the contractor shall at all times during the usual working hours and at all other time, at which reasonable notice of the Engineer-in-charge or his subordinate 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 authorized in writing to be 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.</p>
<p>Clause No.17</p>	<p><u>Notice to be given before work is covered up:-</u></p> <p>The contractor shall give not less than seven days notice in writing to the Engineer-in-charge or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement any work such as Earthwork, Base Concrete, Reinforcement in R.C.C work, or other hidden work etc in order that the same may be measured and correct dimension thereof be</p>

	<p>taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up or place beyond the reach of the measurement any work without the consent in writing of the Engineer-in-charge or his subordinate in charge of the work, and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained the same be uncovered at the contractor's expenses, or in default hereof no payment or allowances shall be made for such work of the materials with which the same was executed.</p>
<p>Clause No.18</p>	<p><u>Contractor liable for damage done and for imperfection during the defect liability period :-</u></p> <p>If the contractor or his work people or servants shall break, deface injure or destroy any part of a building in which they may be working, or any building, road, fence, enclosure, grass land or cultivated ground contiguous to the premises on which the work or any part of it being executed, or if any damage shall happen to the work while in progress from any cause whatever, or any defect shrinkage or other faults appears in it within the defect liability period starting after a certificate final or otherwise of its completion shall have been given by the Engineer-in-Charge as aforesaid, the contractor shall make the same good at his own expense, or in default, the Engineer-in-Charge may cause the same to be made good by other workmen and deduct the expenses (of which the certificate of the Engineer-in-Charge shall be final) from any sum that may then or at any time thereafter, becomes due to the contractor or from his performance guarantee, security deposit or the proceeds of the sale thereof or a sufficient portion thereof or in any other manner, legally permissible. The defect liability period shall be 12 months from the date of completion of the contract for non bituminous works and 24 months from the date of completion of the contract for bituminous works. Performance guarantee shall be refundable after the defect liability period after deducting amount if any as above.</p>
<p>Clause No.19</p>	<p><u>Contractors Supply, plant, ladders, scaffoldings etc:-</u></p> <p>The contractor shall supply 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) plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works requisite or proper for the proper execution of the work whether original, altered or substituted and whether included in the specifications or other document forming part of the contract or referred to in these conditions or not, 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 there after 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 work and counting weighting and assisting in the measurement or examination at any time and from time to time, of the work or material, Failing his so doing the same may be provided by the Engineer-in-charge at the expenses of the contractor and the expenses may be deducted from any money due to the contractor under the contract or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall also provide all</p>

	<p>necessary fencing and lights required to protect the public from accident and shall be bound to bear the expenses of defense 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 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. If any equipment is issued departmentally rent will be recovered from the contractor's bills at current rates fixed by the Chief Engineer the terms of such issue to be ascertained by the contractor from the Engineer-in-charge in writing in advance.</p>
Clause No.20	<p><u>Subletting Contract:-</u></p> <p>The contractor shall not assign or sublet without written approval of the officer accepting the contract on behalf of the Government in two bid system of tendering. The contractor may assign or sublet up to 50% of the contract value to the person and firm already registered in the department or to the person or firm having the same technical competency as per the respective class of registered contractor with prior approval, from the officer accepting the contract on behalf of the Government. And if the contractor shall assign or sublet his contract, without prior approval or attempt to do so, the Engineer-in-charge on behalf of the Government of Uttarakhand shall have power to adopt any of the courses specified in Clause-5 he may deem best suited in the interest of the Government.</p>
Clause No.21	<p><u>Action on account of influence:-</u></p> <p>If the contractor attempts to bribe or provide gratuity gift, loan, perquisite reward or any pecuniary advance or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servant or agents to any Public Officer or person in the employment of Government 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 officer accepting the contract, on behalf of the Government may thereupon by notice in writing rescind the contract, and the security deposit of the contractor shall there upon stand forfeited and be absolutely at the disposal of Government and the same consequence shall ensue as if the contract had been rescinded under clause 5 hereof and in addition the contractor shall not be entitled to recover or be paid for any work thereto or for actually performed under the contract</p>
Clause No.22	<p>The Contractor shall not for the execution of the work employ any labor under 15 years of age and within the limits of any cantonment, any female labour. For every breach of this covenant the contractor shall be liable to pay by way of liquidated damages such sums minimum Rs. Two thousand but not exceeding Rs. Five thousand as the Engineer-in-charge may fix and recover such sum by deduction from any sums which may be due, or may at any time thereafter becomes due to the contractor. The provision of The child labour (Prohibition and Regulation) Act 1996 shall be applicable</p>
Clause No.23	<p>The contractor shall pay to labour employed by him either directly or through sub contractor wages not less than fair wages as defined in minimum wages Act 1948 and as amended from time to time and also as per Provision of</p>

	contract Labour (Regulations and Abolition) Act, 1970.
Clause No.24	In respect of all labour directly or indirectly employed in the work for the performance of the contract the contractor shall comply with or cause to be complied with all the directions issued by the Government from time to time for the protection of health and sanitary arrangement for workers employed by the contractors The provision of the building and other construction workers (Regulation of employment and conditions of series) Act 1996 shall be applicable.
Clause No.25	Leave and pay during leave of all labour employed by the contractor shall be regulated as per provision of the Building and other construction workers (Regulation of employment and conditions of services) Act 1996.
Clause No.26	The contractor will motivate and make all necessary assistance to have awareness among its labour regarding HIV Aids, Polio, Vaccination etc. the contractor will make all necessary assistances to have crèches and Sarvshiksha, for the Children of his labour employed at construction site.
Clause No.27	Regarding accommodation, Drinking water, sanitation, crèches, First Aid, canteens, etc. to its Labour employed directly or indirectly the provision of The Building and other construction workers (Regulation Of Employment And Conditions Of Services) Act 1996 and its amendments if any and as per provision of the contract labour (Regulation And Abolition) Act 1970 and its amendments if any shall be applicable.
Clause No.28	<u>Sums payable by way of compensation to be considered reasonable compensation without reference to actual Loss:-</u> 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 Government without reference to the actual loss or damages sustained and whether or not any damages shall have been sustained
Clause No.29	<u>Change in constitution of firm :-</u> In the case of a tender by partners any change in the constitution of the firm shall be forthwith notified by the contractor to the Engineer-in-charge for his information.
Clause No.30	All work to be executed under the contractor shall be executed under the direction and subject to the approval in all respects of the Engineer-in-charge for the time being 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 No.31	<u>Protests:-</u> (31.1) If the contractor considers any work demanded of him to be out side the requirement of contract, or considers any record or ruling of the Engineer-in-Charge or of his subordinate to be unfair, he shall immediately upon such work being demanded of such record or ruling being made, ask in writing

for written instructions or decisions, whereupon he shall proceed without delay to perform the work or confirm to the record or ruling and within twenty days after date of receipt of the written instructions or decision he shall file a written protest appeal to the next higher to the officer accepting the tender stating clearly and in detail the basis of his objections. Except for such protest or objections, as are made on record in the manner here in specified and within the time limit stated the record, ruling instructions or decisions of the appellate officer as above shall be final and conclusive. Instructions and/ or decisions of the appellate officer contained in letters transmitting drawings to the contractor shall be considered as written instructions or decision subject to protest objections as wherein provided.

(31.2) If the contractor is dissatisfied with the final decision of the appellate officer (officer next higher then the officer accepting the tender) in pursuance of Clause 31.1, the contractor may within thirty days after receiving notice of such decision, give notice in writing requiring that the matter be submitted to arbitration and furnishing detailed particular of the dispute or differences specifying clearly the point at issue. If the contractor fails to give such notice within the period of thirty days as stipulated above, the decision of the appellate officer shall be conclusive and binding on the contractor.

(31.3) Except where otherwise provided in the contract all questions and disputes relating to meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality or workman ship or materials used in the work or as to any other questions, claim, right, or rates for extra items sanctioned and decided or not by the competent authority under the condition of the contract, matter or thing whatsoever, in any way arising out of or relating to the contract, designs, drawings, specifications estimates instructions or orders on these conditions or otherwise concerning the works, or the execution or failure to execute the same. Whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the person or persons appointed by the Engineer-in-Chief, Uttarakhand Public Works Department, there will be no objection to any such appointments that the arbitrator so appointed is a Govt. servant that he had to deal with the matter to which the contract relates and that in the course of his duties as Government servant he had expressed views on all or any of the matters in dispute or differences. The arbitrator to whom the matter is originally or subsequently referred being incapacitate to act, the Engineer-in-Chief, shall appoint another person to act as arbitrator in accordance with the terms of contract. It is also a term of this contract that no person other than a person appointed by the Engineer-in-Chief of the Uttarakhand P.W.D as aforesaid shall act as arbitrator and if for any reason that is not possible, the matter is not to be referred to arbitration at all the arbitrator's may form time to time, with the consent of the parties enlarge the time for making and publishing the award.

Subject as aforesaid the provisions of Arbitration and conciliation Act 1996, or any statutory modification or re-enactment. Thereof and the rules

made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

The sole arbitrator or arbitrators to be appointed by the Engineer-in-Chief, shall be of the status given below:-

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| (a) For claim for amount in dispute of not Over Rs. 75,00,000 (Rs. Seventy five lakh) in the case of work order and in case of contracts accepted by an Assistant Engineer/Executive Engineer. | Superintending Engineer of Uttarakhand P.W.D |
| (b) For claims or amount in dispute of over Rs. 75,00,000 and not over Rs. 2,00,00,00 (Rs. Two crore) | Chief Engineer Level-II of Uttarakhand P.W.D |
| (c) For claims or amount in dispute of aggregating to more than Rs. 2,00,00,00 (Rs. Two crore) and upto Rs. 5,00,00,00 (Rs. Five crore). | Two Arbitrator one of the rank of Chief Engineer Level-II and one of the rank of Superintending Engineer Uttarakhand P.W.D |
| (d) For claims or amount in dispute aggregating more than Rs. 5,00,00,00 crore (Rs. Five crore). | Three persons One of the rank of Chief Engineer Level-II, Uttarakhand, P.W.D second will be of the rank of Superintending Engineer Uttarakhand P.W.D and third will be law officer of the Department if available otherwise another Superintending Engineer Uttarakhand P.W.D as nominated by Engineer in Chief. |

All disputes between the parties to the contract arising out of and relating to the contract shall after written notice by either to the contract to the other party, be referred to arbitration as above. Unless the parties otherwise agree, such reference shall not take place until after the completion or abandonment of the works or the determination of the contract. The venue of arbitration shall be a place or places as may be fixed by the arbitrator in his/their sole discretion. Any suit or application for the enforcement of this arbitration Clause shall be filed in the competent court within District, and no other court of any other district of the Uttarakhand or outside Uttarakhand shall have any jurisdiction in the matter. The award of the arbitrator shall be, final, conclusive and binding on both the parties to the contract.

<p>Clause No.32</p>	<p><u>Action where no specification is given:-</u></p> <p>In the case of any class of work for which there is specification in the contract such work shall be carried out in accordance with the detailed P.W.D specifications and in the event of there being no detailed specifications for the same, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge.</p>
<p>Clause No.33</p>	<p>The additions and deductions on account of the percentage referred to at page 3 of the accepted tender will be calculated on the gross and not the net, amount of the bills for the work done.</p>
<p>Clause No.34</p>	<p><u>Contractors percentage whether applied to net or gross amount of bills (Strike out this clause in the case of an item rate contract:-</u></p> <p>(34.1) In every case in which by virtue of the provision of the section 12, subsection (i) of the Workman's Compensation act, 1923, Government is obliged to pay compensation to a workman employed by contractor or by any sub-contractor from him in the execution of the said work. Government will recover from the contractor the amount of the compensation so paid. And without prejudice to the rights of the government under section 12 subsection (2) of the said Act Government shall be at liberty to recover such amount or any part thereof by deducting it either form the security deposited by contractor to his credit under clause 1 of these conditions or from any other sum due to government from the contractor whether under this contract or otherwise.</p> <p>(34.2) Government shall not be bound to contest any claim made against it under section 12 sub-section (1) of the said act, except on the written request of the contractor and upon his giving to government full security of all costs for which government might become liable in consequence of contesting the claim.</p>
<p>Clause No.35</p>	<p>No earth for filling or for any other purpose shall be excavated from of the site of work except with the written permission of the Engineer-in-Charge and then only of condition that the area, in which such excavation is made, shall be leveled and dressed by the contractor at his own expenses in accordance with the instructions of the Engineer-in-charge and in such a manner as to prevent the formation of pools of stagnant water and safety Hazards.</p> <p>If the contractor fails to comply with these conditions the Engineer-in-Charge may cause the ground to be leveled and dressed by other workmen and deduct the expense (of which the certificate by the Engineer-in-charge shall be final) form any sums which may be due or may any time thereafter becomes due, to the contractor or from his security deposit, or form the proceeds of sale thereof.</p>
<p>Clause No.36</p>	<p><u>Safety:-</u></p> <p>The contractor has to make all necessary arrangements for the safety of traffic, labour, all the activities, and unforeseen events at the site of work required</p>

	<p>during construction period as per prevailing law. In Road/ bridge construction all necessary measures regarding traffic safety during day and night has to be established at site of works such as providing retro-reflective caution boards, barriers, and other visible signals etc. to have regular/safe flow of traffic. Helmets, goggles and other safety wears for labour to be provided during construction.</p>
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