

Section - 4

General Conditions of Contract for Construction work

A. General

1. Definitions

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

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

The Completion Date is the date of completion of the Works as certified by the Secretary/ Department, in the bid document.

The Contract means documents forming the tender, and acceptance thereof and the formal agreement together with the work order executed between the Secretary and the contractor, documents referred to therein including these conditions specification, design, drawing and instructions issued form one contract and shall be complementary to each other.

The Contractor Shall mean the person/individual or corporate/firm or company/body whose Bid to carry out the Works has been accepted by the Tender Committee.

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

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

The initial contract price is the contract price listed in the employer's letter of acceptance.

The Intended completion date is the date on which it is intended that the contractor shall complete the works. The intended completion date is specified in the contract. The intended completion date may be revised only by the competent authority Secretary by issuing an extension of time.

The start date is given in the contract data. It is the date when the contractor shall commence execution of the works. It does not necessarily coincide with any of the site possession dates.

Days are calendar days; **Months** are calendar months.

The work or works Shall unless there be something either in the subject or context repugnant t such construction shall be construed and taken to man the works by, or by virtue of the contract contracted to be executed, whether temporary or permanent and whether original,altered,substituted or additional.

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 which may be allotted or used for the purpose of carrying out the contract.

Equipment is the contractor's machinery and vehicle brought temporarily to the site to construct the works.

Materials are all supplies, including consumables, used by the contractor for incorporation in the works.

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

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

Specification means the specification of the works included in the contract and any modification or addition made or approved by the Secretary/engineer in charge.

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

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

The Defects Liability period is one year calculated from the completion date.

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

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

A variation is an instruction given by the competent authority.

Cane Commissioner Shall mean the Cane Commissioner, Uttar Pradesh or the Chief Engineer working at the Head Quarter (Lucknow) on his behalf.

Superintending Engineer Shall mean the **Superintending Engineer**Range of the Cane Development Department.

Dy. Cane Commissioner Shall mean the Dy. Cane CommissionerRange of the Cane Development Department.

Executive Engineer Shall mean the Executive Engineer.....Range of the Cane Development Department.

District Cane Officer Shall mean the District Cane Officer.....District of the Cane Development Department.

The Engineer-in-Charge Shall mean the Assistant EngineerDistrict of the Cane Development Department, who shall supervise and be overall in charge of the work.

The Secretary Shall mean the Secretary Cane Development Council/Sachive Co-operative Cane Development Union/Sachive Non Statuary Committee, is the party (employer) as defined in the Contract Data. Who employs the contractor to carry out the works, including routine maintenance.

2. Interpretation

2.1 In interpreting these conditions of contract, singular also means plural, male also means female or neutral, and the other way around. Headings have no significance. Words have their normal meaning under the language of the contract unless specifically defined. The competent authority will provide instructions clarifying queries about these conditions of contract.

2.2 If sectional completion is specified in the contract, 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).

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

1. Agreement
2. Notice to Proceed with the Work
3. Letter of Acceptance
4. General Conditions of Contract
5. Specifications
6. Drawings
7. Bill of Quantities

3. Language and Law

3.1 The language of the contract and the law governing the contract are stated in the contract.

4. Employer's Decisions

4.1 Except where otherwise specifically stated, the Secretary will decide contractual matters between the Secretary and the contractor in the role representing the Secretary. However, if the Secretary is required under the rules and regulations

and orders of the Secretary to obtain approval of some other authorities for specifications, he will so obtain the approval.

- 4.2 Except as expressly stated in the contract, the Secretary shall not have any authority to relieve the contractor of any of his obligations under the contract.

5. Delegation

- 5.1 The Secretary, with the approval of the engineer in charge, may delegate any of his duties and responsibilities to other people. After notifying the contractor, and may cancel any delegation after notifying the contractor.

6. Communications

- 6.1 All Certificate, notices or instructions to be given to the contractor by Secretary shall be sent on the address or contract details given by the contractor in section Form of Bid. The address and contact details for communication with the Secretary shall be as per the details given in bid document. Communications between parties that are referred to in the conditions shall be in writing. The notice sent by Facsimile (fax) or other electronic means shall be effective on confirmation of the transmission. The notice sent by Registered post or speed post shall be effective on delivery or at the expiry of the normal delivery period as undertaken by the postal service.

7. personnel

- 7.1 The Contractor shall employ for the construction work the technical personnel named in the appendix or other technical persons approved by the Engineer in charge/Secretary. The Engineer in charge/Secretary will approve any proposed replacement of technical personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel stated in the contract data.
- 7.2 If the Engineer in charge/Secretary asks the contractor to remove a person who is a member of the contractor's staff or work force, stating the reasons, the contractor shall ensure that the person leaves the site within seven days and has no further connection with the works in the contract.
- 7.3 The contractor shall not employ any retired Gazetted Officer or Equivalent Officer who has worked in the engineering department of the State Government/Cane Department and has either not completed two years after the date of retirement or has not obtained state government's permission to employment with the contractor.

8. Secretary's and Contractor's Risks

- 8.1 The Secretary's carries the risks which this contract states are employer's risks, and the contractor carries the risks that this contract states are contractor's risks.

9. Secretary's Risks

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

10. Contractor's Risks

10.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the contract are the responsibility of the contractor.

11. Site Investigation Reports

11.1 The contractor, in preparing the Bid, may rely on his own site visit before submitting the bid.

12. Contractor to construct the Works

12.1 The contractor shall construct the works in accordance with the specifications and drawings.

12.2 The contractor shall construct the works with intermediate technology, i.e., by manual means with medium input of machinery required to ensure the quality of works as per specifications. The contractor shall deploy the equipment and machinery as given in contract.

13. The Works to be completed by the Intended completion date

13.1 The contractor may commence execution of the works on the stated date and shall carry out the works in accordance with the programmed submitted by the contractor, as updated with the approval of the Secretary/Engineer in charge, and complete them by the Intended Completion Date.

14. Approval by the Secretary/Engineer in charge

14.1 The contractor shall submit specifications and drawings showing the proposed temporary work to the engineer in charge, who is to approve them.

14.2 The contractor shall be responsible for design of Temporary Works.

14.3 The Engineer in charge's approval shall not alter the contractor's responsibility for design of the temporary works.

14.4 The contractor shall obtain approval of third parties to the design of the temporary works, where required.

14.5 All Drawings prepared by the contractor for the execution of the temporary or permanent works, are subject to prior approval by the Engineer in charge before their use.

15. Safety

15.1 The contractor shall be responsible for the safety of all activities on the site.

16. Discoveries

16.1 Anything of historical or other interest or of significant value unexpectedly discovered on the site shall be the property of the Secretary. The contractor shall notify the Secretary/ Engineer in charge of such discoveries and carry out the instructions for dealing with them.

17. Possession of the Site

17.1 The Secretary shall handover complete or part possession of the site to the contractor 7 days in advance of construction programmed.

18. Access to the Site

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

- (a) The Secretary
- (b) All Engineer/Administrative Officers of Cane Department
- (c) Government of Uttar Pradesh.

19. Instructions

19.1 The contractor shall carry out all instructions of the Secretary/Engineer in charge, which comply with the applicable laws where the site is located.

20. Dispute Redressed System

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

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

21. Procedure for Resolution of Disputes

21.1 The competent authority mentioned as mentioned below shall give a decision in writing within 60 days of receipt of a notification of a dispute.

21.2 Either party may refer a decision of the competent authority to Arbitration within 28 days of the competent authority's written decision. Arbitration shall be under the arbitration and conciliation act 1996. If neither party refers the dispute to Arbitration within the above 28 days, the competent authority's decision will be final and binding.

21.3 Where the Initial Contract Price as mentioned in the Acceptance Letter shall be referred to a sole Arbitrator. The sole arbitrator would be appointed by the agreement between the parties; failing such agreement within 15 days of the reference to arbitration, by the appointing authority, the Cane Commissioner U.P.

21.4 Arbitration proceedings shall be held at a place decided by the arbitrator and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

21.5 Subject as aforesaid the provision of the Arbitration acts 1940 or any statutory modification or reenactment thereof and the rules made there under and for the time being enforce shall apply to the arbitration proceeding under the clause. The sole arbitrator to be appointed by the Cane Commissioner U.P. shall be of the status given below -

1. For claims or amount in disputed of not over Rs. 2,00,000/- in case of work order and in case of contract accepted by an Secretary.

A District Cane Officer

2. for claims or amounts in disputed of over Rs. 2,00,000/- but not over Rs. 40,00,000/-

A Joint/Deputy Cane Commissioner

3. For claims or amounts in disputed aggregating to more than Rs. 40,00,000/- but not more than Rs. 1,00,00,000/-

An Add. Cane Commissioner

4. For claims or amounts in disputed aggregating to more than Rs. 1,00,00,000/-

Cane Commissioner

B. TIME CONTROL

22. Programmed

- 22.1 Within the time stated in the Contract, the contractor shall submit to the Secretary for approval a programmed showing the general methods, arrangements, order, and timing for all the activities in the works, along with monthly cash flow forecasts for the construction of works.
- 22.2 The contractor shall submit the list of equipment and machinery as required being brought to site, the list of key personnel being deployed, the list of machinery/equipments being placed in field laboratory and the location of field laboratory along with the programmed. The Secretary shall cause these details to be verified at each appropriate stage of the programme.
- 22.3 An update of the programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved at the timing of the remaining works, including any changes to the sequence of the activities.
- 22.4 The contractor shall submit to the Secretary for approval an updated programme at intervals of 60 Days no longer than the period stands in the contract. If the contractor does not submit in updated programme within this period. The Secretary may withhold the amount stated in the contract from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue programme has been submitted.
- 22.5 The Secretary's approval of the programme shall not alter the contractor's obligations. The contractor may revise the programme and submit it to the Secretary again at any time. A revised programme shall show the effect of variations and compensation events.
- 22.6 Any Phased Programme Targeted by the department or Govt. shall be final binding to the contractor. As enclosed with contract/intimated at a later stage.

23. Extension of the Intended Completion Date

- 23.1 The competent authority shall extend the intended completion date if a compensation event occurs or a variation is issued which makes it impossible for completion to be achieved by the intended completion date without the contractor taking steps to accelerate the remaining works, which would cause the contractor to incur additional cost.
- 23.2 The Secretary shall decide whether and by how much time to extend the Intended Completion Date within 21 days of the contractor asking the Secretary for a decision upon the effect of a compensation event or variation and submitting full supporting information. If the contractor has failed to co-operate in dealing with a delay, the delay by this failure shall not be considered in assessing the new intended completion date.

24. Delays Ordered and work progress

- 24.1 The competent authority may instruct the contractor to delay the start or progress of any activity within the works. Delay/delays totaling more than 30 days will require prior written approval of the Secretary/Engineer in charge.

- 24.2 (a) Milestones to be achieved during the contract period
- (1) 1/8th of the value of entire contract work up
To 1/4th of the period allowed for completion of Construction.
 - (2) 3/8th of the value of entire contract work upto 1/2th
Of the period allowed for completion of
Construction.
 - (3) 3/4th of the value of entire contract work up to 3/4th
Of the period allowed for completion of construction
- (b) Amount of liquidated damages for Delay in completion of works. for whole of work
1 percent of the initial
Contract price, rounded
Off to the nearest
Thousand, per week.
- (C) Maximum limit of liquidated damages For delay in completion of work. 10 per cent of the
Initial contract price
Rounded off to the
Nearest thousand.

C. Quality Control

25. Identifying Defects

25.1 The Engineer in charge shall check the contractor's work and notify the contractor through Secretary of any defects that are found. Such checking shall not affect the contractor's responsibilities. The Engineer in charge may instruct the contractor to search for a defect and to uncover and test any work that the Engineer in charge considers may have a defect.

26. Tests

26.1 For carrying out mandatory tests as prescribed in the specification. The contractor shall establish field laboratory at the location decided by Secretary/Engineer in charge. The field laboratory will have minimum equipments as specified in the contract data. The contractor shall be solely responsible for:

- (a) Carrying out the mandatory tests prescribed in the specifications, and
- (b) For the correctness of the test results. Whether preformed in his laboratory or else-where.

26.2 If the Secretary/Engineer in charge instruct the contractor to carry out a test not specified in the specification rural roads manual to check whether any work has a

defect and the test shows that it does, the contractor shall pay for the test and any samples.

27. Correction of defects noticed during the Defect Liability Period

27.1 The Secretary shall give notice to the contractor of any defects before the end of the defects liability period, which begins at completion of work. The defects liability period shall be extended for as long as defects remain to be corrected.

27.2 Every time notice of defect/defects is given, the contractor shall correct the notified defect/ defects within the duration of time specified by the Secretary/Engineer in charge notice.

28. Uncorrected Defects

28.1 If the contractor has not corrected a defect pertaining to the defect liability period as per condition of contract and of these conditions of contract, to the satisfaction of the competent authority Secretary/Engineer in charge, within the time specified in the Secretary's notice, the Engineer in charge will assess the cost of having the defect corrected, and the contractor will pay this amount, on correction of the defect.

D. Cost Control

29. Bill of Quantities

29.1 The Bill of Quantities shall contain items for the construction installation, testing and commissioning, works to be done by the contractor.

29.2 The Bill of Quantities is used to calculate the contract price. The contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item for the construction of roads.

30. Variations

30.1 The competent authority shall, having regard to the scope of the works and the sanctioned estimated cost, have power to order, in writing, Variations within the scope of the works he considers necessary or advisable during the progress of the works. Such variations shall form part of the contract and the contractor shall carry them out and include them in updated programmes produced by the contractor. Oral orders of the Secretary/Engineer in charge for variations, unless followed by written confirmation, shall not be taken into account.

31. Payments for Variations

31.1 If rates for variation items are specified in Bill of Quantity, the contractor shall carry out such work at the same rate. This shall apply for variation to any extent on either side.

- 31.2 If the rates for variation are not specified in the Bill of Quantities, the Engineer in charge, after the approval of competent authority shall derive the rate from similar items in the Bill of Quantities.
- 31.3 If the rate for variation item cannot be determined in the manner specified as above, the contractor shall, within 14 days of the issue of order of variation work, inform the Engineer in charge the rate which he proposes to claim, supported by analysis of the rates. The Engineer in charge shall assess the quotation and determine the rate based on prevailing market rates within one month of the submission of the claim by the contractor. As far as possible, the rate analysis shall be based on the standard data book and the current schedule of rates of the district PWD. The decision of the competent authority on the rate so determined shall be final and binding on the contractor.

32. Cash Flow Forecasts

- 32.1 When the programme is updated, the contractor shall provide the Secretary with an updated cash flow forecast.

33. Payment Certificates

- 33.1 The payment to the contractor will be as follows for construction work:
- a. The value of work executed shall be determined, based on measurements by the Secretary/ Junior Engineer.
 - b. The value of work executed shall comprise the value of the quantities of the items in the Bill of quantities completed.
 - c. The value of work executed shall also include the valuation of variations and compensation events.
 - d. The Junior Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
 - e. The payment of final bill shall be governed by the provisions of contract.

34. Payments

- 34.1 Payments shall be adjusted for deductions for advance payments security deposit, and any other recoveries in terms of the contract and taxes at source, as applicable under the law.
- 34.2 Items of the works for which no rate or price has been entered in the bill of quantities, will not be paid for by the Secretary and shall be deemed covered by other rates and prices in the contract.

35. Compensation Events

35.1 The following shall be compensation events unless they are caused by the contractor:

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

(b) The effects on the contractor of any of the Secretary's risks.

35.2 If a compensation event would prevent the works being the intended completion date, the Intended completion date shall be extended. The competent authority shall decide whether and by how much the intended completion date shall be extended.

36. Tax

36.1 The rates quoted by the contractor shall be deemed to be inclusive of the sales and other levies, duties, royalties, cess, toll taxes of central and state Governments, Local bodies and authorities that the contractor will have to pay for the performance of this contract. The Secretary will perform such duties in regard to the deduction of such taxes at source

as per applicable law. Taxes shall be paid extra as per rule on items mentioned in bill of Quantity.

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

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

38. Liquidated Damages

38.1 The contractor shall pay liquidated damages to the employer at the rate per week or part thereof stated in clause 24 for the period that the completion date is later than the intended completion date. Liquidated damages at the same rate shall be withheld if the contractor fails to achieve the milestones prescribed in the same clause. However, in case the contractor achieves the next milestone the amount of the liquidated damages already withheld shall be restored to the contractor by adjustment in the next payment certificate. The total amount of liquidated damages shall not exceed the amount defined in the contract. The Secretary may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages shall not affect the contractor's other liabilities.

38.2 If the intended completion date is extended after liquidated damages have been paid, the Engineer in charge shall correct any overpayment of liquidated damages by the Contractor by adjusting the non payment certificate.

39. Cost of Repairs

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

E. Finishing the Contract

40. Completion of Construction

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

41. Taking Over

41.1 The Secretary shall take over the works within seven days of the issuing a certificate of completion of works.

42. Final Account

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

42.2 In case the account is not received within 21 days of issue of certificate of completion as provided above. I above, Secretary shall proceed to finalize the account and issue a payment certificate within 28 days. The payment of final bill for construction of works will be made within 60 days thereafter.

43. Operating and Maintenance Manuals

43.1 If "as built" Drawings and/or operating and maintenance manuals are required, the contractor shall supply them by the dates stated in the contract.

43.2 If the contractor does not supply the Drawings and/or manuals by the dates stated in the contract, or they do not receive the Secretary's approval. The Secretary shall withhold the amount stated in the contract from payments due to the contractor.

44. Termination

44.1 The Secretary may terminate the contract if the contractor causes a fundamental breach of the contract.

44.2 Fundamental breaches of contract shall include, but shall not be limited to, the following:-

(a) The contractor stops work for 28 days when no stoppage of work is shown on the current programme and the stoppage has not been authorized by the Secretary;

- (b) The contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;
- (c) the Secretary give notice that failure to correct a particular defect is a fundamental breach of contract and the contractor fails to correct it within a reasonable period of time determined by the Secretary ;
- (d) The contractor does not maintain a Security, which is required;
- (e) The contractor has delayed the completion of the works by the number of days for which the maximum amount of liquidated damages can be paid, as defined above.
- (f) If the contractor, in the judgment of the Secretary, has engaged in the corrupt or fraudulent practice in competing for or in executing the contract. For the purpose of this clause, "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Secretary and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid process at artificial non-competitive levels and to deprive the Secretary of the benefits of free and open competition.
- (g) If the contractor has not completed at least thirty percent of the value of construction work required to be completed after half of the completion period has elapsed;
- (h) If the contractor fails to set up a field laboratory with the prescribed equipment, within the period specified in the contract data; and
- (i) Any other fundamental breaches as specified in the contract data.
- (j) If the contractor fails to deploy machinery and equipment or personnel as specified in the contract data at the appropriate time.

44.3 Notwithstanding the above, the Secretary may terminate the contract for convenience.

44.4 If the contract is terminated, the contractor shall stop work immediately, make the site safe and secure, and leave the site as soon as reasonably possible.

45. Payment upon Termination

45.1 If the contract is terminated because of a fundamental breach of contract by the contractor, the Secretary shall issue a certificate for the value of the work done and materials ordered less liquidated damages, if any less advance payments

received upto the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the contract data : if the total amount due to the Secretary exceeds any payment due to the contractor, the difference shall be recovered from the security deposit. If any amount is still left unrecovered it will be a debt payable to the Secretary.

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

46. Property

- 46.1 All materials on the site, plant, equipment, temporary works, and works shall be deemed to be the property of the Secretary for use for completing balance construction work if the contract is terminated because of the contractor's default, till the works is completed after which it will be transferred to the contractor and credit, if any, given for its use.

F. Other Conditions of Contract

47. Labour

- 47.1 The contractor shall, unless otherwise provided in the contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.
- 47.2 The contractor shall, if required by the Secretary deliver to the Secretary a return in detail, in such for and at such intervals as the Secretary may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the contractor on the site and such other information as the Secretary may require.

48. Compliance with labour regulations

- 48.1 During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing labour enactment and rules made there under, regulations, notifications and byelaws of the state or central government or local authority and any other labour law (including rules), regulations, by laws that may be passed or notification that may be issued under any labour law in future either by the state of the central government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given in appendix to general condition of contract. The contract 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 Secretary is caused to pay or reimburse, such amounts as may be necessary

to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/acts/rules/regulations including amendments, if any, on the part of the contractor, the Secretary/Engineer in charge shall have the right to deduct any money due to the contractor including his amount of performance security. The Secretary/ Engineer in charge 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 sub-contractor in no case shall be treated as the employees of the Secretary at any point of time.

49. Criminals are prohibited from bidding

- a. Any bidders having criminal record is not allowed to participate in the bidding process. Any person who is having criminal cases against him or involved in the organized crime or gangster activities or Mafia or Goonda or Antisocial activity are strictly prohibited to participate in the bidding process. If it is established that any bidder has criminal record, his bid shall be automatically cancelled.
- b. The bidder has to produced character certificate, solvency certificate self declaration affidavit (on the prescribed program which are attached with the bid document) etc. issued by the competent authority in original with bid document.

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

Appendix General Condition of Contract
Salient Features of Some Major Labour Laws Applicable to
Establishments Engaged in Building and Other Construction
Work

- (a) **Workmen Compensation Act 1923** - The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- (b) **Payment of Gratuity Act 1972** - Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed the prescribed minimum years (say, five years) of service or more or on death the rate of prescribed minimum days (say, 15 days) wages for every completed year of service. The act is applicable to all establishments employing the prescribed minimum number (say. 10) or more employees.
- (c) **Employees P.F. - and Miscellaneous Provision Act 1952** - The act provides for monthly contributions by the employer plus workers at the rate prescribed (say, 10% or 8.33%). The benefits payable under the act are -
 - a. Pension or family pension on retirement or death as the case may be.
 - b. Deposit linked insurance on the death in harness of the worker.
 - c. Payment of P.F. Accumulation on retirement / death etc.
- (d) **Maternity Benefit Act 1951** - The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- (e) **Contract 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 prescribed minimum (say 20) or more contract labour.

- (f) **Minimum Wages Act 1948** - The employer is to pay not less than the minimum wages fixed by appropriate government as per provisions of the act if the employment is a scheduled employment. Construction of buildings, roads, runways is scheduled employment.
- (g) **Payment of Wages Act 1936** - It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- (h) **Equal Remuneration Act 1979** -The Act provides for payment of equal wages for work of equal nature to male and female workers and for not making discrimination against female employees in the matters of transfers. Training and promotions etc.
- (i) **Payment of Bonus Act 1965** - The act is applicable to all establishments employing prescribed minimum (say 20) or more workmen. The act provides for payments of annual bonus within the prescribed range of percentage of wages to employees drawing up to the prescribed amount of wages, calculated in the prescribed manner. The act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. States may have different number of employment size.
- (j) **Industrial Disputes Act 1947** - The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- (k) **Industrial Employment (Standing Orders) Act 1946** - It is applicable to all establishments employing prescribed minimum (say, 100, or 50). The Act provides for laying down rules governing the conditions of employment by the employer on matters provided in the act and gets these certified by the designated authority.
- (l) **Trade Unions Act 1926** - The Act lays down the procedure for registration of trade unions of workmen and employers. The trade unions registered under the act have been given certain immunities from civil and criminal liabilities.
- (m) **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 regulations of employment of children in all other occupations and processes. Employment of child labour is prohibited in building and construction industry.
- (n) **Inter-State Migrant Workmen's (Regulation of Employment & Conditions of Service) act 1979** - The Act is applicable to an establishment which employs prescribed minimum (say, five) or more interstate migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The inter-state migrant workmen, in an establishment to which this act becomes applicable, are required to be provided certain facilities such as Housing, medical-Aid, Traveling expenses from home up to the establishment and back etc.
- (o) **The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996** - All the establishments

who carry on any building or other construction work and employs the prescribed minimum (say, 10) or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the government. The employer of the establishment is required to provide safety measures at the building or construction work and other welfare measures, such as canteens, First-Aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The employer to whom the act applies has to obtain a registration certificate from the registering officer appointed by the government.

- (p) **Factories Act 1948** - The act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing the prescribed minimum (say, 10) persons or more with aid of power or another prescribed minimum (say, 20) or more persons without the aid of power engaged in manufacturing process.
- (q) **Arbitration and Conciliation Act 1996** - The Act lays down the procedure for appointment of Arbitrator, Arbitration and conciliation, Jurisdiction of Arbitral Tribunals, Recourse against Arbitral award appeals.

Section - 5

Name of Work -----

Specification & Drawings shall be attached here

CDD-T-3

Section - 6

Form of Bid

Date.....

To CANE COMMISSIONER OF UTTAR PRADESH represented by
Secretary.....

Address

.....

.....

Description of the Works

1. I/We offer to execute the works described above and remedy and defects therein in conformity with the conditions of contract specifications, drawings, Bill of Quantities and Addenda for

(a) For percentage rate percentage below / percentage above / at par with the rate entered in the bill of quantity.

2. We undertake to commence the works on receiving the notice to Proceed with work in accordance with the contract documents.

3. This Bid and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity and earnest money required by the bidding documents and bidding capacity specified in the bid document.

Authorized signature.....

Name of Title of Signatory.....

Name of Bidder.....

Authorized Address of Communication.....

Telephone No. (s): Office).....

Mobile No. Facsimile (Fax) No.....

Electronic Mail Identification (E-mail ID)

Signature of Contractor

Note-The Bidder shall fill in and submit this Bid form with the Bid.