

General Conditions of Contract (for Construction of PMU Office):

(1) The '**Contract**' means the documents forming the tender and acceptance thereof, and the formal agreement executed between the Divisional Forest Officer, Awadh Forest Division, Lucknow, 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 Project-in-Charge/Divisional Forest Officer, Awadh Forest Division, Lucknow and all these documents taken together shall be deemed to be from one contract and shall be complementary to one another.

(2) In the Contract, the following expressions shall, unless the context otherwise requires, have the meanings herewith respectively assigned to them:-

(a) 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 individuals or persons composing such firm or company or the successors of such firm or company and the permitted assignees of such individual or firm or company.

(b) The '**Estimated Cost**' shall mean the total cost of the work or works as estimated on the basis of the tendered rate or rates agreed to between the parties to the contract and shall include 1% of the total cost as labour cess.

(c) The '**Project-in-charge**' shall mean the Officer who shall supervise and be in-charge of the work.

(d) The '**Project Management Unit**' shall mean the unit for execution and management of U.P. Participatory Forest Management & Poverty Alleviation Project and shall include all officers and employees working in the unit, their successors or assignees.

(e) 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.

(f) The '**Works**' or '**Work**' 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.

Clause (1) - Security amount of 10% at the bonded cost, must be deposited by the Contractor at the time of the execution of the contract bond.

Security Deposit

The Security may be in cash or in such other form as may be prescribed by the Divisional Forest Officer, Awadh Forest Division, Lucknow, such as, Fixed Deposit Receipts/Call Deposit Receipts of any Scheduled Bank/ Nationalized Bank or Government Securities.

If the Security is furnished and accepted in the form of Guarantee Bonds, the Contractor shall undertake to renew or to furnish fresh guarantee to cover the period of time extensions, any failure on his part to do so shall be construed as a breach of this contract and without prejudice to any other remedy provided in these conditions, the Divisional Forest Officer, Awadh Forest Division, Lucknow shall have the right to withhold payment and deduct the entire Security amount from any amount becoming payable to the Contractor.

The amount of the Security deposit to the extent of 98% shall, if not withheld, on account of breach of contract, be refunded after six months of the date of the completion of the work or after payment of the final bill whichever is later, remaining 2% shall be released after 3 years of completion of work if no forfeiture/recovery is required in accordance with the provisions of Clause-38.

Provided that in case the payment of the final bill is not made within six months of the completion of the work, 75% of the amount of the Security deposit can be refunded with the prior approval of the authority next higher to the authority accepting the contract.

All compensations or other sums of money payable by the Contractor to the Divisional Forest Officer, Awadh Forest Division, Lucknow under the terms of this contract may be deducted from realization by the sale of a sufficient part of his security deposit or from the interest arising therefrom or from any sums which may be due or may become due to the Contractor by the Divisional Forest Officer, Awadh Forest Division, Lucknow on any account whatsoever, and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the Contractor shall within ten days thereafter make good in cash or by Fixed Deposit Receipts of any Scheduled Bank or Nationalized Bank or Government Securities endorsed any sum or sums which may have been deducted, from, or raised by sale of his security deposit or any part thereof.

Clause (2) - The time allowed for carrying out the work as entered in the tender shall be strictly observed by the Contractor and shall be reckoned from the date on which the order to commence work

Compensation for Delay

is given to the Contractor. The work shall, throughout the stipulated period of the contract, be proceeded with all due diligence (time being deemed to be of the essence of the contract on the part of Contractor). And further, to ensure good progress during the execution of the work, the Contractor shall be bound to complete one-fourth the value of the whole of the work within three months from the date of written order to commence the work; one-half the value of the work within seven months from such date and three-fourth the value of the work within twelve months from such date. In the event of the Contractor failing to comply with this condition, he shall be liable to pay as compensation an amount equal to 1 % or such smaller amount as the authority next higher to the officer accepting the Contract (whose decision in writing shall be final) may decide on the said estimated cost of the whole work for every day that the due quantity of work remains incomplete; provided that before taking action under this clause the officer accepting the contract shall give a notice of 15 days in writing to the Contractor, and provided always that the entire amount of compensation to be paid under this clause shall not exceed the maximum amount of security as specified in Clause-1.

Clause (3) (1)- The officer accepting the contract shall have the power without prejudice to have right against the Contractor in any respect of any delay or inferior workmanship or otherwise or to any claims for damage in respect of any breach of the contract

Action when Contract may be determined and whole of Security deposit is to be forfeited

and without prejudice to any right or remedy under any of the provision of this contract or otherwise and whether the date for completion has or has not elapsed by notice in writing, to determine the contract in any of the following cases and forfeit whole of the security deposit:

- (a) if the Contractor having been given by the Project-in-charge or Divisional Forest Officer, Awadh Forest Division, Lucknow a notice in writing to rectify, reconstruct or replace any defective work or any work damaged by any reason whatsoever or that the work is being performed in any inefficient or otherwise improper or unworkmanlike manner, omits to comply with the requirements or such notice for a period of seven days of such notice or if the Contractor delays or suspends the execution of the work so that in the judgment of the Project-in-charge (which shall be final and binding) the Contractor 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;
- (b) if the Contractor being a company passes a resolution or any Court of Law passes 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 arise which entitle the Court or creditor to appoint a receiver or manager or which entitle the Court to pass winding up order;
- (c) if the Contractor commits breach of any of the terms and conditions of this contract other than those mentioned in sub-clause (a) above;
- (d) if the Contractor commits any act mentioned in clause-2 hereof.

(2) When the Contractor has become liable for action under any of the aforesaid cases, the Officer accepting the contract shall have powers to adopt any one or more of following courses as he may deem best suited:

- (a) to determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the Contractor shall be conclusive evidence). Upon such termination or rescission the security deposit of the Contractor shall be liable to be forfeited and shall be absolutely at the disposal of the Divisional Forest Officer, Awadh Forest Division, Lucknow;
- (b) to employ labour paid by the Department and to supply materials to carry out the works or any part of the work debiting the Contractor with the cost of the labour and price of the materials (of the amount of which cost and price, the certificate under the hand of the Project-in-charge communicated to the Divisional Forest Officer, Awadh Forest Division, Lucknow shall be final and conclusive against the Contractor) and crediting him with value of the work done in all respects in the same manner and at the same rate as if it had been carried out by the Contractor to the value of the work done shall be final and conclusive against the Contractor, provided always that action under this sub-clause shall only be taken after giving notice in writing to the Contractor, provided also that if the expenses incurred by the Department are less than the amount payable to the Contractor at his agreement rates, difference shall not be paid to the Contractor;
- (c) after giving notice to the Contractor to measure up the work of the Contractor and to take such part thereof 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 (about the excess amount the certificate in writing of the Project-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 Divisional Forest Officer, Awadh Forest Division, Lucknow under this contract or on any other account whatsoever or from

his Security Deposit or the proceeds of sales thereof or a sufficient part thereof, as the case may be.

(3) In the event of any one or more of the courses mentioned in sub-Clause (2) above being adopted by the Divisional Forest Officer, Awadh Forest Division, Lucknow the Contractor shall have no claim to compensation for any loss sustained by him. If the Contractor has purchased or procured any materials or entered into any engagements or made any advances on account of with a view to the execution of the work or 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 Project-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

Clause (4)- In any case in which any of the powers conferred upon the officer accepting the contract or the Project-in-Charge by Clause-3 hereto shall have become exercisable and if the same are not exercised, the non-exercising thereof shall not constitute a waiver of any of the conditions hereof, and such power shall notwithstanding be exercisable in the event of any case of 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.

Contractor remains liable to pay compensation if action not taken under Clause (3)

In the event of the Project-in-Charge putting in force all or any of the powers vested in him under the preceding Clause, the Project-in-Charge may, if he so desires, take possession of all or any tools, plants, materials or/and Stores, in or upon the works or the sites thereof either belonging to 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 Project-in-Charge whose certificate thereof shall be final, otherwise the Project-in-Charge may by notice in writing to the Contractor or his clerk of the works, foreman or other authorized agent require him to remove such tools, plants, materials or Stores from the premises (within a time to be specified in such notice); and in the event of the Contractor failing to comply with any such requisition, the Project-in-Charge may remove at the Contractor's expense or sell them by auction or private sale on the account of the Contractor and at his risk in all respects, and the certificate of the Project-in-Charge as to the expenses on any such removal and the amount of the proceeds and expense of any sale shall be final and conclusive against the Contractor.

Power to take possession of T & P etc.

Clause (5)- If the Contractor shall desire an extension of the time for completion of the work on the grounds of his having been unavoidably hindered in its execution; or any other ground, he shall apply in writing to the Officer accepting the contract through the Project-in-Charge within 30 days of the date of the hindrance on account of which he desires such extension as aforesaid, and the Officer accepting the contract shall, if in his opinion (which shall be final) reasonable grounds exist therefor, authorize such extension of time, as may in his opinion be necessary or proper, provided that the extension of time should be limited to 50% of the total period of the contract but in no case shall exceed six months. The cases of the extension of time beyond such period shall be submitted to the

Extension of Time

authority next higher to the Officer accepting the contract. If the Contractor continues to perform the work beyond the date of completion or the extended date, as the case may be, without obtaining approval for extension as aforesaid, the right of the Divisional Forest Officer, Awadh Forest Division, Lucknow to claim compensation under clause-3 shall not be deemed to have been waived.

Clause (6) - On completion of the works, the Contractor shall send information in this regard by registered post to the Project-in-Charge mentioning the date of completion and shall also send a copy of it to the Officer accepting the contract and shall request the Project-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 removes from the site on which the work has been executed all scaffolding, surplus materials and rubbish and cleans off the dirt from all wood work, door, windows, walls, floors or other parts of the building in, upon or about which the work is to be executed, or of which he may have had possession for the purpose of the execution thereof, and has filled up the pits dug or made during the execution of works. If the Contractor shall fail to comply with requirement 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 Project-in-Charge may at the expense of the Contractor shall remove such scaffolding, surplus materials, and the rubbish and dispose of the same as he may think fit, and clean off such dirt and fill the pits as aforesaid, and the Contractor shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials etc. as aforesaid except for any sum actually realized by the sale thereof. On completion, the work shall be measured by the Project-in-Charge himself or through his sub-ordinates deputed for this purpose, whose measurements shall be binding and conclusive for the Contractor. Provided that, if subsequent to the taking of measurements by the sub-ordinates as aforesaid, the Project-in-Charge has reason to believe that the measurements taken by his sub-ordinates differ with the measurements already taken by his sub-ordinates and acknowledged by the Contractor and if he thinks that it is necessary to take measurements again such measurements shall be taken by the Project-in-Charge after giving reasonable notice to the Contractor, and such re-measurements shall be binding on the Contractor.

Final Certificate of Completion

Within ten days of the receipt of the information by the Contractor, the Project-in-Charge shall give the Contractor a certificate of completion in respect the work if there is visibly no defect on the face of the work. If the Project-in-Charge finds that the work has been in full completion, it shall be mentioned in the certificate so granted. If on the other hand, it is found that there are certain visible defects to be removed or rectified, the Project-in-Charge shall specifically mention the details of such visible defects in the certificate to be granted alongwith the estimate of the cost for removing/rectifying these defects. The final certificate of completion or work shall be given after the visible defects pointed out have been removed or rectified.

Clause (7) - No Payment shall be made for work estimated to cost less than one lac rupees till completion of the work and issuance of certificate of completion by the Project-in-charge. But in the case of work estimated to cost more than one lac rupees, the Contractor shall be paid, on submitting the monthly bill thereof; proportionate to the part thereof when approved by the Project-in-charge whose certificate of such approval of the sum so payable shall be final and conclusive. But all such intermediate payments shall be

Payments on intermediate certificate to be regarded advances

regarded as payments for works actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed, take away and re-constructed or re-erected. Such intermediate payments shall be adjusted in the final payment to be made to the Contractor.

The final bill shall be submitted by the Contractor within one month of the date the certificate of completion furnished by the Project-in-Charge and payment shall be made within three months of the submission of such bill, if the amount of the contract plus that of the additional items, if any, is upto Rs. 3 lac and in six months if the amount exceeds Rs. 3 lac. If there shall be any dispute regarding any item or items of the work, then the amount for undisputed item or items only shall be paid within the said period of three months or six months, as the case may be. The Contractor shall submit a list of the disputed items within 30 days from such disallowance and if he fails to do so, this claim shall be deemed to have been fully waived and absolutely extinguished.

Clause (8) - Bills shall be submitted by the Contractor each month on or before the date fixed by the Project-in-Charge for all work executed in the previous month and the Project-in-Charge shall take or cause to be taken the requisite measurements for the purposes of having the same verified and the amount admissible be paid before the expiry of ten days from the presentation of the bill. If the Contractor does not submit the bill within the time fixed as aforesaid, the Project-in-Charge may get the said work measured up in the presence of the Contractor whose counter-signature to the measurement list will be sufficient, and the Project-in-Charge may prepare a bill from such list which shall be binding on the Contractor in all respects.

Bills to be submitted monthly

Clause (9) - Before taking any measurement of any work as has been referred to in clauses 6, 7 and 8 hereof the Project-in-Charge or a subordinate deputed by him shall give notice of a reasonable time period to the Contractor for being present during the measurements (date and time for measurements to be specifically mentioned in the notice). If the Contractor fails to be present at the time of measurements after such notice or fails to countersign the measurements or to record the differences within a week from the date of measurement in the manner required by the Project-in-Charge then and in any such event the measurements taken by the Project-in-Charge or by the sub-ordinate deputed by him, as the case may be, shall not withstanding the provision in clause 8, be final and binding on the Contractor and the Contractor shall have no right to dispute the same.

objection to the measurements

Clause (10) - The Contractor shall submit all bills on the printed forms to be had on application at the office of the Project-in-Charge/Divisional Forest Officer, Awadh Forest Division, Lucknow and the charges in bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the tender, at the rates specified in the tender for the similar work.

Bills to be on Printed forms

Clause (11) - The Contractor shall execute the whole and every part of the work in the substantial and workmanlike manner as regards materials and otherwise in every respect in strict accordance with the specifications. The Contractor shall also conform exactly fully and faithfully to the designs, drawings and

Works to be executed in accordance with specifications designs, drawings, orders, etc

instructions in writing relating to the work signed by the Project-in-Charge or Divisional Forest Officer, Awadh Forest Division, Lucknow and lodged in his/theirs office, and the Contractor shall be entitled to have access to such designs, drawings and instructions in such office during office hours for the purpose of acquainting himself with the same, and the Contractor shall, on demand, be furnished free of charge one copy of the specifications and of all such designs, drawings and instructions.

Clause (12) - The Project Management Unit or Project-in-Charge or Divisional Forest Officer, Awadh Forest Division, Lucknow shall have power to make any alteration and omission from additions to or substitutions for original specifications, drawings, designs and instructions that may appear necessary during the progress of the work and the Contractor shall carry out the work in accordance with any instructions which may be given to him in writing signed by the Project-in-Charge/Divisional Forest Officer, Awadh Forest Division, Lucknow and such alterations, omissions, additions, or substitutions, shall not invalidate the work which the Contractor may be directed to do in the manner specified above as that part of the work shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do the main work.

Alterations in specifications and designs, drawings and instructions do not invalidate Contract

The time for the completion of the work shall be extended purporting that the altered, additional or substituted work bears to the original contract work, and the certificate of the Project-in-Charge shall be conclusive as to such purporting. Over and above this, a further period as may be deemed necessary (not exceeding 25 % of the time allowed for the original work) so extended may be allowed to the Contractor. The rates for such additional, altered or substituted work under this clause shall be worked out in accordance with the following provisions in their respective order:

Extension of time in Consequence of alterations

- (i) If the rates 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 for the work.
- (ii) If the rates for the additional, altered or substituted work are not specifically provided in the contract for the work, the rates will be derived from the rates for similar class of work as are specified in the contract for the work.
- (iii) If the altered, additional or substituted work includes any work for which no rates are specified in the contract for the work or cannot be derived from the similar class of work in the contract then such work shall be carried out at the rates available in the Schedule of Rates issued by PWD for Lucknow District (If not available in SOR of Lucknow, then SOR of the district nearest to Lucknow, if not available in PWD SOR then the rates available in DSR) with minus or plus percentage tendered. Provided always that, if the rate for a particular part or parts of the item is not available in the manner mentioned above, the rates for such parts or parts will be determined by the officer accepting the contract on the basis of the prevailing market rate. The issue of rates falling under (i), (ii) and (iii) above shall be worked out by the officer accepting the contract in the manner specified therein.
- (iv) If the rates for the altered, additional or substituted work cannot be determined in the manner specified in (i) to (iii) above, then the Contractor shall, within 7 days of the date of receipt of order to carry out such work, inform the officer accepting the contract of the rate which he intends to charge for such class of work, supported by analysis of the rate or rates

claimed and the Officer next higher to the officer accepting the contract shall determine the rate or rates on the basis of the prevailing market rates and allow payment to the Contractor accordingly. But under no circumstances, the Contractor shall suspend the work on the plea of non-settlement of rates of items, falling under this clause. However, the officer accepting the contract, by notice in writing, will be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider proper.

Clause (13) – If at any time after the commencement of the work the Divisional Forest Officer, Awadh Forest Division, Lucknow for reason, whatsoever, not require the whole thereof as specified in the tender to be carried out through the Contractor, the Project-in-Charge shall inform in writing about this to the Contractor who shall have no claim to any payment or compensation whatsoever on account or any profit or advantage, which he might have derived from the execution of the work in full, but which he did not derive as consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alterations having been made in the original specification drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated; nor shall he 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 Project-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 pay to the Contractor the actual cost thereof (of the amount of which cost, a certificate by the Project-in-Charge shall be binding on the Contractor).

No compensation for alteration in or restriction of work to be carried out

Clause (14) - If it appears to the Project-in-Charge , that any work has been executed with unsound, imperfect or unskillful workmanship, or with work 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 Project-in-Charge, specifying such work, materials or articles complained of (notwithstanding that the same might 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 remove the materials or articles so specified as the case may be, and provide other proper and suitable materials or articles, at his own cost, and in the event of his failing to do so within a period to be specified by the Project-in-Charge in his demand as aforesaid, the Contractor shall be liable to pay compensation at the rate of one percent of the amount of the estimate for every day not exceeding ten days. If his failure to do so continues, the Project-in-Charge may rectify or remove and re-execute the work or remove the materials/articles and replace with other proper or suitable materials/articles complained of as the case may be at the risk and expense, in all respects, of the Contractor.

Action and compensation payable in case of bad work

Clause (15) - Divisional Forest Officer, Awadh Forest Division, Lucknow shall have the right to accept at reduced rate sub-standard or defective work (provided that the sub-standard or defective work accepted is not considered to be of serious nature by the Project-in-Charge and the rate of the work so accepted is suitably reduced by him to compensate the Divisional Forest Officer, Awadh Forest

Acceptance of sub-standard work and causing Technical Examination of such work

Division, Lucknow and such reduction is binding on the Contractor) and to cause technical examination of such works and audit of the running and final bills of the Contractor including all supporting vouchers, abstracts etc., to be made before or after the payment of the final bills and if as a result of such acceptance of sub-standard or defective work, audit and technical examination, any sum is found to have been overpaid in respect of any work done by the Contractor under the contract or any work claimed to have been done by him under the contract but found not to have been actually executed, the Contractor shall be liable to refund amount of the over- payment and it shall be lawful for the Divisional Forest Officer, Awadh Forest Division, Lucknow to recover the same from him in the manner prescribed in Clause-31 or in any other manner legally permissible; and if it is found that the Contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under-payment may be duly paid by Divisional Forest Officer, Awadh Forest Division, Lucknow to the Contractor.

Clause (16) - All Works 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 Project-in-Charge, his subordinates, Divisional Forest Officer, Awadh Forest Division, Lucknow (including his subordinates deputed for the purpose or his superiors) and the officials of the Project Management Unit and the Contractor shall at all times during the usual working hours, and at all other times, at which reasonable notice of intention of to visit the work shall have been given to the Contractor, either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for 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.

Work to be open to inspection, Contractor or his responsible Agent to be present

Clause (17) - The Contractor shall give not less than five days' notice in writing to the Project-in-Charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement, and shall not cover up or place beyond the reach of measurement, any work without the consent of Project-in-Charge in writing; and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Notice to be given before work is covered up

Clause (18) - If the Contractor or his work people or servants shall break, deface, injure or destroy any part of a building on or in which they may be working, or any building, road, fenced enclosure or grass land or cultivate ground contiguous to the premises on which the work or any part of is being executed, or if any damage happens to the work while in progress from any cause whatever; or any defect, shrinkage or other faults appear in it within six months after a certificate final or otherwise of its completion shall have been given by the Project-in-Charge as aforesaid, the Contractor shall make the same good at his own expense, or in default, the Project-in-Charge may cause the same to be made good by other workman and

Contractor liable for damage done and for imperfections for six months after issuance of certificate of completion

deduct the expense (regarding which the certificate of the Project-in-Charge shall be final) as provided in Clause-31.

Clause (19) -The Contractor shall supply/arrange at his own cost all materials, plants, tools, appliances, implements, ladders, cordage tackle scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not.

Contractor to supply/arrange tools, plants, ladders scaffolding etc.

The Contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or materials. If he fails to do so, the same may be provided by the Project-in-Charge at the expense of the Contractor and the expenses shall be deducted from him as provided in Clause-31.

The Contractor shall also provide all necessary fencing, lights and all other arrangements required to protect the public from accident, and shall be bound to bear the expenses of defence of every suit, action or other, proceedings at Law that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and costs which may be awarded in any such suit, action or proceeding to such person, or which may require to be paid to compromise any claim by any such person.

Damages arising from non-provision of light, fencing, etc.

Clause (20) - The contractor shall not assign or sub-let the work in part or full without the written approval of the officer accepting the contract. And, if the Contractor assigns or sub-lets his contract, or attempts to do so, or becomes insolvent or commences any insolvency proceeding or makes any composition with his creditors, or attempts to do so, or if any bribe, gratuity, gift, loan perquisite reward or advantage pecuniary or otherwise is either directly or indirectly, given,

Work not to be sub-let, Contract may be rescinded & security deposit forfeited for subletting, bribing or if Contractor becomes insolvent etc.

promised or offered by the Contractor, or any of his servants or agents to any public officer or person in the employment of or in any way relating to his office or employment or if any such officer or person becomes, in any way, directly or indirectly interested in the contract, the officer accepting the contract may thereupon by notice in writing rescind the contract; and the security deposit of the Contractor shall thereupon stand forfeited and be absolutely at the disposal of Divisional Forest Officer, Awadh Forest Division, Lucknow under Clause-3 hereof, and in addition the Contractor shall not be entitled to recover or be paid for any work thereto actually performed under the contract.

Clause (21) - The Contractor shall not, for the execution of the work, employ any labourer who is under 12 years of age. For any such breach, the Contractor shall be liable to action and consequential penalties under the Labour & other relevant Laws.

Child labour not to be employed

Clause (22)(a)- The Contractor shall pay to his labourers a fair wage (not less than the minimum wages fixed by the Govt. of U.P.) and shall supply every labourer employed by him with a wage-card on which the rate of wages, the attendance and payments will be entered.

Wages

Clause (22)(b)-The Contractor before the commencement of the work shall paste at a conspicuous place of work a notice giving the rates of wages which shall not be less than the minimum wages applicable and where no minimum wages are applicable the wages will be such as may be certified as fair wages by the Project-in-Charge/Divisional Forest Officer, Awadh Forest Division, Lucknow.

Clause (23) -The Contractor shall be bound by all statutory provisions with regard to the period for which wages shall be paid and deduction from wages.

Statutory provisions regarding wages

Clause (24) - The Contractor shall comply with all Labour Laws as applicable.

Labour Laws

Clause (25) - In respect of all labour directly or indirectly employed in the work for the performance of the Contractor's part of this agreement, the Contractor shall comply with or cause to be complied with all the directives issued by Divisional Forest Officer, Awadh Forest Division, Lucknow or other concerned departments/organizations from time to time for the protection of health and sanitary arrangements for workers employed.

Protection of health and sanitary arrangements for workers employed

In the event of the contractor committing a default or breach of any of the provisions of the directions of the Divisional Forest Officer, Awadh Forest Division, Lucknow or other concerned departments/organisations to Contractor for the protection of health and sanitary arrangements for the workers or furnishing any information or submitting or filing any statement under the provisions of the above directions which is materially incorrect, the Contractor shall without prejudice to any other liability pay to the Divisional Forest Officer, Awadh Forest Division, Lucknow, a sum not exceeding Rs. 500/- for every default or breach, and in the event of the Contractor defaulting continuously in this respect, the penalty may be enhanced to Rs. 500/- per day for each day of default subject to a maximum of 5% of the estimated cost of the work put in the tender. The decision of the Divisional Forest Officer, Awadh Forest Division, Lucknow shall be final and binding on the parties.

Should it appear to the Project-in-Charge that the Contractor is not properly observing and complying with the said directions for the protection of health and sanitary arrangements for work people employed by him, the Project-in-Charge shall have power to give him notice in writing requiring that the said directions be complied with and the amenities prescribed herein be provided to the work people. If the Contractor fails within the period specified in the notice to comply with and observe the said directions and to provide the amenities to the work-people as aforesaid, the Project-in-Charge shall have the power to provide the amenities here-in-before mentioned at the cost of the Contractor. The Contractor shall erect, make and maintain at his expense, and at approved standards, all necessary huts and sanitary arrangements required for his work-people on the site in connection with the execution of the Works and if the same shall not have been erected or constructed, according to the approved standards, the Project-in-

Charge shall have power to give notice in writing to the Contractor instructing therein that the said huts and sanitary arrangements be remodelled and/or reconstructed according to approved standards and if the Contractor shall fail to remodel or reconstruct such huts and sanitary arrangements according to the approved standards within the period specified in the notice, the Project-in-Charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the Contractor, and to recover the same as provided in Clause- 31

Clause (26) - Leave and pay during leave of all labour employed by the Contractor shall be regulated as follows :

**Maternity benefits rules
for female workers
employed by Contractors**

(1) LEAVE :

- (i) In case of delivery, maternity leave not exceeding 8 weeks, 4 weeks upto and including the day of delivery, and 4 weeks following that day.
- (ii) In the case of miscarriage upto 3 weeks from the date of miscarriage.

(2) PAY:

(i) In case of delivery, leave pay during maternity leave will be at the rate of the women's average daily earnings, calculated on the total wages earned on the days when full time work was done during a period of 3 months immediately preceding the date on which she gives notice that she expects to be confined.

(ii) In case of miscarriage, leave pay at the rates of average daily earning calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding date of such miscarriage.

(3) Conditions for the grant of maternity leave:

No maternity leave benefit shall be admissible to a woman unless she has been employed for a total period not less than 6 months immediately preceding the date on which she proceeds on leave.

Clause (27)- The Contractor shall at his own cost provide his labour with a sufficient number of huts (herein after referred to as the camp) of the following specifications on suitable plot of land to be approved by the Project-in-Charge -

**Residential
arrangements for
labour**

(1) (a) Minimum height of each hut at the eye level shall be 2 mts. for each number of the worker's family staying with the labourer.

(b) The Contractor shall in addition construct suitable cooking places having a minimum area 1.8 m. x1. 5 m. adjacent to hut for each family.

(c) The Contractor shall also construct temporary latrines and urinals for use of the labourers, separate latrines and urinals to be provided for women.

(d) The Contractor shall construct sufficient number of bathing and washing places, one unit for every 25 persons residing in the camp. These bathing and washing places shall be suitably screened.

(2) (a) All huts shall have walls of sun-dried or burnt bricks laid in mud- mortar or other suitable local materials as may be approved by the Project-in-Charge. In case of sun-dried bricks, the wall should be plastered with mudgobri on both sides; the floor may be kaccha but plastered with

mudgabri and shall be at least 15 cm. above the surrounding ground. The roofs shall be laid with thatch or any other materials as may be approved by the Project-in-Charge and the Contractor shall ensure that throughout the period of their occupation roofs remain water-right.

(b) The Contractor shall provide each hut with proper ventilation.

(c) All doors windows and ventilators shall be provided with suitable leaves for security purposes.

(d) Open space of at least 8 mts. shall be kept between the rows of huts which may be reduced to 4 mts. according to the availability of site with the approval of the Project-in-Charge, back- to-back construction will be allowed.

(3) The Contractor shall provide adequate supply of water for the use of labourers. The provisions shall not be less than 2 gallons of pure and wholesome water per head per day for drinking purposes and 3 gallons of clean water per head for bathing and washing purposes. Where pipe water supply is available, the supply shall be at stand posts and where the supply is from wells or river or from other far-off sources, tanks which may be of metal or masonry shall be provided, The Contractor shall, also at his own cost, make arrangements for laying pipelines for water supply to his labour camp from the existing main source wherever available and shall pay all fees and charges therefor.

(4) The site selected for the camp shall be high ground and cleared of undesirable bushes etc.

(5) The Contractor shall make necessary, arrangements for the disposal of excreta from the latrines by trenching or incineration which shall be according to the requirements laid down by the Local Health Authorities. If trenching or incineration is not allowed the Contractor shall make arrangement for the removal of excreta through the Municipal Committee/ authority and inform it about the arrangements to be made by such Committee/authority for the removal of the excreta. All charges on this account shall be borne by the Contractor and paid directly by him to the Municipality/authority. The Contractor shall provide one sweeper for every eight seats in case of dry system.

(6) The Contractor shall provide efficient arrangements for draining away sullage water so as to keep the camp neat and tidy.

(7) The Contractor shall make necessary arrangements for keeping the camp area sufficiently lighted to avoid any accident to the workers.

(8) The Contractor shall make arrangements for sanitation in the labour camps according to the rules of the Local Public Health and Medical Authorities.

Clause(28) - 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 Divisional Forest Officer, Awadh Forest Division, Lucknow without reference to the actual loss or damages sustained, and whether or not any damage shall have been sustained.

<p>Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss</p>

Clause (29) -In the case of tender by partners any change in the constitution of the firm shall be forthwith informed by the Contractor to the Project-in-Charge/ Divisional Forest Officer, Awadh Forest Division, Lucknow.

Change in
constitution of firm

Clause (30) - All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Project-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 to be carried out from time to time.

Work to be under
direction of Project-
in – charge

Clause(31)(a)- If the Contractor considers any work demanded of him to be outside the requirements of contract or considers any record or ruling of the Divisional Forest Officer, Awadh Forest Division, Lucknow or Project-in-Charge or his sub-ordinates to be unfair, he shall immediately upon such work being demanded or 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 conform to the record or ruling or within twenty days after date of receipt of the written instructions or decisions he may file a written protest with the Divisional Forest Officer, Awadh Forest Division, Lucknow stating clearly and in detail the basis of his objections. The Divisional Forest Officer, Awadh Forest Division, Lucknow shall give his decision in writing on such protest which shall be final and binding to the Contractor subject to the provision of Clause (31) (b). Except for such protests or objections, as are made on record in the manner herein specified, and within the time limit stated, the records, instructions, or decisions of the Divisional Forest Officer, Awadh Forest Division, Lucknow or the Project-in-Charge shall be final and conclusive. Instructions and/or decisions of the Divisional Forest Officer, Awadh Forest Division, Lucknow or the Project-in-Charge contained in letters transmitting drawings to the Contractor shall be considered as written instructions or decisions, subject to protests or objections as wherein provided.

Protest

(b) If the Contractor is dissatisfied with the final decision of the Divisional Forest Officer, Awadh Forest Division, Lucknow in pursuance of Clause- 31(a), the Contractor may within twenty days after receiving notice of such decision give notice in writing requiring that the matter be submitted to arbitration and furnishing detailed particulars of the dispute or differences specifying clearly the point at issue. If the Contractor fails to give such notice within the period of twenty days as stipulated above, the decision of the Divisional Forest Officer, Awadh Forest Division, Lucknow shall be conclusive and binding on the Contractor.

(c) Except where otherwise provided in the contract every dispute, difference or question which may at any time arise between the parties hereto or any person claiming to be under them, touching or arising out or in respect of this deed or the subject matter thereof shall be referred to the sole arbitration of Chief Conservator of Forests, Lucknow Mandal, Lucknow.. It is also term of this contract that no other person or authority may act as arbitrator. In all cases where the amount of the claim in dispute is Rs. 50,000/- (Rupees fifty thousand) and above, the arbitrator shall give reasons for the award.

Arbitrator

Subject as aforesaid, the provisions of the Arbitration Act, 1940, or any statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings.

Clause (32) - All moneys or compensation payable by the Contractor to the Divisional Forest Officer, Awadh Forest Division, Lucknow being unable to be realized for any reason under the terms of this Contract may be deducted from or realized by the sale of sufficient part of the security deposit of the Contractor under this or any other contract with the Divisional Forest Officer, Awadh Forest Division, Lucknow or from interest arising therefrom or from any sums which may be due or may become due to the Contractor by the Divisional Forest Officer, Awadh Forest Division, Lucknow under this or any other account.

Deductions/realizations from the contractor

Clause (33) - In the case of any class of work for which there is no 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 Project-in-Charge.

Action where no specification is given

Clause (34) - The additions and deductions on account of the percentage (minus or plus) over the estimated cost of the work incorporated in the accepted tender will be calculated on the gross, and not the net amounts of the bills for the work done.

Contractor's percentage applied to net or gross amount of bills

Clause (35)(a)- In every case in which by virtue of the provisions of the Workmen's Compensation Act, 1923, Divisional Forest Officer, Awadh Forest Division, Lucknow is obliged to pay compensation to a workman employed by the Contractor or by any sub-Contractor from him in the execution of the said work, Divisional Forest Officer, Awadh Forest Division, Lucknow will recover from the Contractor the amount of the compensation so paid, and without prejudice to the rights of Divisional Forest Officer, Awadh Forest Division, Lucknow under Section 12 (2) of the said Act, Divisional Forest Officer, Awadh Forest Division, Lucknow shall be at liberty to recover such amount or any part thereof by deducting it either from the security deposited by the Contractor or from any other sum due to Divisional Forest Officer, Awadh Forest Division, Lucknow from the Contractor whether under this contract or otherwise.

Compensation under Workmen's Compensation Act, 1923,

(b) Divisional Forest Officer, Awadh Forest Division, Lucknow shall not be bound to contest any claim made against him under Section- 112 (1) of the said Act, except on the written request of the Contractor and upon his giving to Divisional Forest Officer, Awadh Forest Division, Lucknow full security for all costs for which Divisional Forest Officer, Awadh Forest Division, Lucknow may become liable in consequence of contesting the claim.

Clause (36) - No bricks for use on the work shall be manufactured within the limits of the Municipality, cantonment or notified area or within half km. of the site of work. Any bricks so manufactured will be rejected by the Project-in-Charge.

Manufacturing of bricks

Clause (37) - No earth for filling, or for any other purpose, shall be excavated within half a km. of the site of work except with the written permission of the Project-in-Charge and then only on condition that the area, in which such excavation is made shall be levelled and dressed by the Contractor at his own expense in accordance with the instructions of the Project-in-Charge and in such a manner as to prevent the formation of stagnant water.

Excavation

If the Contractor fails to comply with this condition, the Project-in-Charge may cause the ground to be levelled and dressed by other workmen and deduct the expenses (of which the certificate of the Project-in-Charge shall be final) from any sums which may be due, or may at any time thereafter become due to the Contractor, or from his security deposit.

Clause (38)- The Contractor shall be liable to rectify the defects in the building on account of leakage or seepage from the roof and/or depressed floor of toilets, inferior wood of doors and windows, structural unsoundness of RCC work, sinking of floors and/or the defects in electrical wiring, sanitary and plumbing works within 3 years of completion of the work, if the Contractor fails to rectify the defects his remaining general security of 2 % of contract amount shall be forfeited and the Contractor shall be blacklisted.

Contractor liable for warranty