

SECTION VIII: PARTICULAR CONDITIONS OF CONTRACT

The following Particular Conditions of Contract shall complement, amend, supplement the GCC and the Clause Numbers provided herein refer to the same Clause Numbers provided in the Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. This Section shall therefore be read in conjunction with Section VII of the Bid Documents.

Clause 1: Definitions

Replace Clause **1.1 (q)**; the **Employer** is the Executing Agency, Local Self Government Department of Government of Rajasthan represented by the Project Director, Rajasthan Urban Infrastructure Development Project.

Replace Clause **1.1(aa)**; the Project Manager is the Executive Engineer, Investment Program Implementation Unit (IPIU), Rajasthan Urban Sector Development Investment Program (RUSDIP), based in the IPIU (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.

Replace Clause **1.1(kk)**; the **Notice to Proceed** is the notice issued by the Project Manager to the Contractor to proceed with the Works. Whenever possible the Notice to Proceed will be issued by the Project Manager immediately upon signing of the Contract, or as soon thereafter as is feasible considering the availability of the Site and other relevant factors.

Replace Clause **1.1(ff)**; the **Start Date** is the date as specified in the Notice to Proceed. This is the date when the Contractor can commence work on the Contract, but does not necessarily coincide with Possession Date of all the locations of Site.

Clause 1.1(jj) The work is described in the Employers Requirement-Section VI.

Clause 2: Interpretation

2.2 *Sectional Completion if required will be defined in Individual package.*

2.3 *Any other document listed will be defined in Individual package.*

Clause 3: Language and Law

3.1 The law which shall govern the conduct of the Contract and according to which the Contract shall be construed is that in force in the State of Rajasthan, India. The language of the contract shall be in English.

Clause 6: Communications

Add Sub Clause 6.2 as below:-

6.2 Any notification under this Contract shall be served on the party concerned when received by telex, hand delivery, courier delivery, or registered letter at the addresses listed in the Contract Data Any notification under this Contract shall be served at the addresses provided below:

Address of the Contractor:

Name: _____

Address: _____

Address of the Project Manager:

Executive Engineer,

Address,

:
il

IPIU, RUSDIP , _____

Clause 7: Sub-Contracting

7.1 Add the following Paragraphs to Sub-clause 7.1:

"The Contractor shall not sub-contract more than 50% of the awarded work, other than related to supply of equipments and machinery under the contract. Sub-contracting shall not alter the Contractor's obligation. The Contractor shall submit a list of sub-contractors along with their credentials about (a) Technical capacity, (b) Financial capability and (c) the Experience of similar work which is proposed to be sub-contracted. The Project Manager shall scrutinize the offers submitted by the Contractor, and shall approve the sub-contractors based on their overall capability to execute the proposed sub-contracted work. The agreement between the Contractor and each sub-contractor shall be submitted by the Contractor to the Project Manager and would require approval of the Project Manager. Such agreement between the Contractor and sub-contractor should be reasonable, workable and justified.

If at any stage during execution, a sub-contractor is found working at Site without prior approval of the Project Manager, then the work being done by such Contractor shall be stopped at Site and payment to the Contractor for that particular work shall not be made by the Project Manager.

It shall be responsibility of the Contractor to ensure that no unauthorized sub-contractor works on any work Site."

Provided that the Contractor shall not be required to obtain such consent for:

- a) The provision of labour,
- b) The purchase of materials which are in accordance with the standards specified in the Contract, or
- c) The subcontracting of any part of the works for which subcontractor is named in the Contract.

Clause 8: Other Contractors

8.1 The specific details of inter facing Contracts with the dates to be mentioned if required.

Clause 9: Personnel & Equipments

9.1 Add the following:

The Contractor shall provide details of the following Schedule of Key Personnel which summarizes their qualifications and experience.

Schedule of Key Personnel

Position	Name	Qualification	Total Years of Experience	Years of Relevant Experience
Sr. Site Engineer			B.E. (Civil)	7 years
Site-in-Charge			B.E.(Civil)	5 years

Site Engineer				
Site Supervisor				
Lab Technician				
Safety Officer				

Clause 11: Employer's Risks

Replace Clause 11.1 with the following:

11.1 The Employer shall be responsible for excepted risks which are (a) insofar as they directly affect the execution of the Works in the Employer's country, the risks of war, hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot, commotion or disorder (unless restricted to the Contractor's employees), 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

Clause 13: Insurance

13.1 The minimum amount of Third Party Liability insurance cover shall be *Rs 10,00,000 (Rupees ten Lakhs only)* per occurrence or event, with the number of occurrences not less than four. The Contractor shall promptly notify the Project Manager of each claim made under the Third Party Liability coverage, and shall renew the Third Party Insurance after each such occurrence in order to maintain the number of covered occurrences at not less than four.

The minimum coverage against damage to the Works and materials during construction shall be *Rs. 5,00,000 (Rupees Five Lakhs only)*.

Clause 14: Site Investigation Reports

14.1 Site Investigation Reports are as detailed in Section VI, Work Requirements.

Clause 16: The Works to Be Completed by the Intended Completion:-

In continuation to para 16.1, add the following:-

The successful bidder will be expected to complete the works within ___ months from the Start Date, which shall be the date of issue of the Notice To Proceed or such other Start Date as may be specified in the Notice To Proceed.

Clause 17: Designs by Contractor and Approval by the Project Manager

In continuation to para 17.1, add the following:-

17.1 The scope to carry out designs & drawings are as specified in Section VI, Work Requirements.

Clause 20: Possession of Site

Replace clause as per following:-

The employer will give possession of the sites as elaborated in the Notice to Proceed on the Date of Start as mentioned in NTP. The remaining sites shall be made available in accordance to the agreed "Program of Work" and in general, sites shall be kept available with the contractor for the works proposed to be carried out during the next three months. The contractor will not be entitled to any

delay or compensation event unless his work as per the agreed "Program of Work" is actually held up because of delay in the Employer's hand over of the site to the contractor. Refer Section VI, Work Requirements for further details.

Clause 23.1 & 23.2: Appointment of the Adjudicator

Delete clause 23.1 & 23.2 in its entirety.

Clause 24: Disputes

Delete Clause 24 in its entirety and replace it with the following:

24.1 Project Manager's Decision: If any dispute of any kind whatsoever arises between the Employer and the Contractor in connection with, or arising out of, the Contract or the execution of the Works, whether during the execution of Works or after their completion, and before or after repudiation or other termination of the Contract, including any dispute as to:

- a) the meaning of the specifications, designs, drawings and instructions herein before mentioned,
- b) the quality of the workman ship or materials,
- c) any opinion, instruction, determination, certificate or valuation of the Project Manager, or
- d) any other question, claim, right matter or anything whatsoever in any way arising out of or relating to the contract, design, drawings, specifications, estimates, instructions, conditions, orders or the failure to execute the same,

The dispute shall, in the first place, be referred in writing to the Project Manager who has jurisdiction over the Works specified in the Contract, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. Not later than 28 (twenty eight) day after the day on which he received such reference the Project Manager shall give written notice of his decision to the Employer and the Contractor. Such decision shall state that it is made pursuant to this Clause.

Subject to the other forms of settlement hereinafter provided, the Project Manager's decision in respect of every dispute or difference so referred shall be final and binding upon the Contractor and the Employer. Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the Works with all due diligence and the Contractor and the Employer shall give effect forthwith to every such decision of the Project Manager until or unless the same shall be revised in an amicable settlement or as hereinafter provided.

24.2 Remedy When the Project Manager's Decision is Not Accepted: If either the Employer or the Contractor be dissatisfied with any decision of the Project Manager, or if the Project Manager fails to give notice of his decision on or before 28 (twenty eight) days after the day on which he received the reference, then either the Employer or the Contractor may, on or before the twenty eighth day after the day on which he received the notice of such decision, or on or before the twenty eighth day after the day on which the said period of 28 days expired, as the case may be, give notice to the other party, with a copy to the Project Manager, of his intention to commence arbitration for settlement of the dispute.

If the Project Manager has given notice of his decision as to a matter in dispute to the Employer and the Contractor and no written notice to commence arbitration has been given by either the Employer or the Contractor on or before the twenty eight day after the day on which the parties received notice as to such decision from the Project Manager, the said decision shall become final and binding upon the Employer and the Contractor.

24.3 Amicable Settlement: Where notice of intention to commence arbitration has been given in accordance with Sub-Clause 24.3, arbitration shall not be commenced unless an attempt has first

been made by the parties to settle the dispute amicably. Provided that, unless the parties otherwise agree, arbitration may be commenced on or after the fifty-sixth day after the day on which the notice of intention to commence arbitration was given, whether or not any attempt at amicable settlement thereof has been made.

24.4 Arbitration: Any dispute in respect of which:

a) the decision, if any, of the Project Manager has not become final and binding pursuant to Sub-Clause 24.3, and

b) amicable settlement has not been reached within the period stated in Sub-Clause 24.5, shall be finally resolved by arbitration. The arbitration will take place in accordance with Indian Arbitration and Conciliation Act 1996 and the arbitration will take place at Jaipur. Arbitration may be commenced prior to or after completion of the Works, provided that the obligations of the Employer, the Project Manager and the Contractor shall not be altered by reason of the arbitration being conducted during the progress of the Works.

24.5 Contractor to Execute Work Pending Settlement: Whether the dispute is referred to the Project Manager to Adjudicator, to amicable settlement, or to the law courts, as the case may be, the Contractor shall, unless the Contract has been repudiated or terminated, proceed to execute and complete the Works with all due diligence pending settlement of the said dispute or differences.

Add Clause 25: Program:

25.1 An indicative program of work is given in the section VI(Scope of Work). The contractor is required to submit his own Program generally in line with the indicative work program within 28 days of the issue of the Letter of Acceptance showing the general methods, arrangements, order and timing for all the activities in the Works. The Work program given by Contractor should give output more than or equal to the output indicated in Indicative Work Plan. In case of lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule. In case the contractor fails to submit an acceptable program, the indicative work program will be applicable for further control of progress of work. The Contractor shall submit the detailed method statement defining Contractor's methodology for construction backed with his proposal for construction equipment planning & deployment duly supported with broad output calculation & details of quality control procedure proposed to be adopted.

Clause 25.3

The Contractor shall provide an updated Work Program by the last day of each Month, which shall clearly demonstrate the actual progress achieved on each activity, the effect of the progress achieved on the timing of the remaining work, and the proposed changes in activities that will enable the Contractor to complete the Works within the Intended Completion Date. In case the Contractor fails to submit an updated Work Program within this time limit, the Project Manager will be entitled to withhold an amount of Rs. 1,00,000/- (Rupees One lakh only) Or 1% of the Contract Value (Whichever is more) from the next payment certificate, and continue to withhold this amount until the next payment after the date on which the overdue program has been submitted.

Add the following sub-Clauses

25.5 If in the opinion of the Project Manager, the work on site is not progressing satisfactorily in accordance with the mutually agreed "Work Programme" and the delay is likely to effect the overall completion of the work within the intended date of completion, he may by a written notice to the Contractor ask him to expedite the works within 15 days suitably to make for deficiencies.

25.6 If the contractor fails to take appropriate action in time in pursuance of 25.5, the Project Manager may by another notice inform him the components of work that will be carried out by him

through another agency in parallel to the other activities being carried out by the contractor at his cost with a view of expediting the works and reducing delays. The value of the work so carried out will be credited to the contractor's account, but he will not be responsible for the quality of the said work. The Project Manager will recover the cost spent plus 5% for supervision charges from the next bill or

If the contractor fails to take appropriate action in time in pursuance of 25.5, the Project Manager may withhold 25% amount of the delayed part of the work from the next running bills, till the contractor achieves the progress as per the agreed Work Plan.

25.7 In addition to the Updated Program, Monthly updated progress reports shall be prepared by the Contractor and submitted to the Project Manager in six copies in the first week of every calendar month. Reporting shall continue until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking-Over Certificate for the Works. Each report shall include:

- (a) photographs and detailed descriptions of progress.
- (b) charts showing the status of Construction Documents, purchase orders, manufacture and construction;
- (c) records of personnel and Contractor's Equipment on Site;
- (d) copies of quality assurance documents, test results and certificates of Materials;
- (e) safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations; and

comparisons of actual and planned progress, with details of any aspects which may jeopardize the completion in accordance with the Contract, and the measures being (or to be) adopted to overcome such aspects.

Clause 31: Identifying Defects:

Add the following Sub-Clauses 31.2

Unless otherwise indicated elsewhere in the contract, the Quality Assurance and Quality Control (QA/QC) document, as issued by the PMU of RUIDP, shall be followed. The Contractor, prior to commencement of permanent works at site shall set up his own laboratory, with prior notification to the Employer's Representative as defined in Section VI.

Clause 33: Correction of Defects:

Replace Clause 33.1 as per following:-

33.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins from the physical completion date specified in the completion certificate/ taking over certificate and will end upto 365 days thereafter. The Defects Liability Period shall be extended for as long as Defects remain to be corrected. The **Defect Notice Period** is 365 (three hundred sixty five) Days from the date of completion mentioned in the certificate of Completion pursuant to the provisions of Clause 48.

Add clause 33.3

33.3 The Project Manager shall certify that all Defects have been corrected. If the Employer considers that correction of a Defect is not essential he can request the Contractor to submit a quotation for the corresponding reduction in the Works Contract Price. If the Employer accepts the quotation, the corresponding change in the Contract Price is a Variation. The Defects Correction

Period is 14 (fourteen) Days from the date of receipt by the Contractor of the Employer's notice to correct any Defects in the Works.

Clause 34 Uncorrected defects

Replace the clause with the following:-

If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager may have the defect corrected by other contractor(s) and recover the cost paid for the same plus 5% for supervision charges from any amount due to the contractor.

Clause 35: Contract Price

Replace Clause 35.2 in its entirety and add the following sub clauses

35.2 PROVISIONAL SUM

"Provisional Sum" means a sum included in the contract and so designated in the bill of quantities for the execution of any part of the works or for the supply of goods, materials, plants or services or for contingencies, which sum may be used, in whole or parts, or not at all, on the instructions of the Project Manager. The contractor shall be entitled to get reimburse only such amounts in respect of the work, supply of contingencies to which such provisional sums relate as the Project Manager shall determined in accordance with this clause. The Project Manager shall notify the contractor of any determination made under this sub clause, with a copy to the Employer.

35.3 Use of Provisional Sum

In respect of every provisional sum the Project Manager shall have authority to issue instructions for the execution of work or for supply of goods, materials, plant or services by

(a) the contractor, in which case the contractor shall be entitled to an amount equal to the value thereof determined in accordance with clause 39,

35.4 A handling fee of 5% (Five percent) of provisional sum (Paid) shall be payable to the Contractor on the actual cost of any approved expenditures under as Provisional Sum items.

36. Changes in the Contract Price

Replace clause 36.1(a) with the following:-

In the case of an admeasurement contract:

(a) If the final quantity of the work done exceeds from the quantity in the Bill of Quantities for the particular item by (higher of (i) & (ii) resultant) -

- i. upto 25 percent, or
- ii. The individual item total cost upto 2 lakhs or 1 percent of the Initial Contract Price, on the basis of BOQ,(whichever is lesser) irrespective of the percentage excess in the quantity,

then rates will be as per BOQ.

In case the final quantities exceed the above limits then for the excess quantities, then the rates for the excess quantities more than the above limits shall be adjusted to allow for the changes as described in Clause 37. There shall be no adjustment to allow for the change in case of lesser quantities executed than the BOQ.

Delete Clause 36.2 in its entirety.

37: Variations**Delete Clause 37 in its entirety and replace with following**

- 37.1 All Variations shall be included in updated Programs, and, in the case of a lump sum contract, also in the Activity Schedule, produced by the Contractor.
- 37.2 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning
- 37.3 The Schedule of Rates (SOR) of month ___ of year ___ RUSDIP shall be part of the Agreement. For excess BOQ items, for quantities other than mentioned in Clause 36, the basis of approval of variation will be as per following:-
- a. On the rates of SOR mentioned as above, with effect of overall bid premium for the BOQ and Non-BOQ SOR items in the Contract which are in the SOR. These items will be treated like item included in original BOQ and will be eligible for any price escalation in accordance with the contract provisions.
 - b. In the case of composite items consisting of non-SOR and/or SOR; the items contained in the SOR will be analyzed on the basis of SOR rates with tender premium & escalation effect in accordance with the RBI price index and the non-SOR on the rate analysis on the basis of market rates as approved by the Project Manager plus 10% overhead charges against the fulfillment requirement of contract and 10% contractors profit on the above cost.
- 37.4 The effect of excise/ custom duty exemption, for which Essentiality Certificate will be issued, will be compensated in the rate of variation items.
- 37.5 For Clause 37.3(c), the Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.
- 37.6 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.
- 37.7 The Project Manager may require any variation of the form, quality or quantity of the Works of any part thereof that may in his opinion be necessary to satisfactorily complete the work or for any other reason in his opinion, be appropriate, He shall have the authority to instruct the Contractor to carry out the work accordingly. The variations can be:
- a) Increase of decrease the quantity of any work included in the Contract.
 - b) Omit any such work (but not if the omitted work is to be carried out by the Employer or by another contractor)
 - c) Change the character or quality or kind of any such work
 - d) Change of levels, lines, position and dimensions of any part of the works
 - e) Execute additional work of any kind necessary for the completion of the works, or necessary for the completion of the works, or
 - f) Change of any specified sequence or timing of construction of any part of the works.
- 37.8 The contractor will be obliged to carry out the work and no such variation shall in any way vitiate or invalidate the Contract.

Clause 38: Cash Flow Forecast

38.1: Delete the last sentence of Sub-Clause 38.1 and replace it with the following:

“All cash flow forecasts shall be denominated in Indian Rupees.”

Clause 39: Payment Certificates

Delete Clause 39.4 (b) in its entirety

Add the following Sub-Clauses 39.7.

39.7 Deductions from the Payment Certificates will be made towards Income Tax, Sales Tax, Turnover Tax, and Royalties, as per provisions of the statutory authorities, in force from time to time in the State of Rajasthan.

Clause 40: Payments

40.1 Delete the last sentence in Sub-Clause 40.1 and replace it with the following:

“Interest is calculated from the date by which the payment should have been made at the rate of 10% (ten percent) per annum.”

Delete Clause 40.3 in its entirety

Add the following clauses:-

40.5(a) With respect to items of supply of materials and plants brought by the contractor to the site for incorporation in the permanent works, no claim shall be made by the contractor unless the following conditions have been met to the Project Manager's satisfaction:

- (i) The materials and Plant are in accordance with the specifications for the Works;
 - (ii) The materials and Plant have been delivered to the Site and are properly stored and protected against loss, damage or deterioration;
 - (iii) The Contractor's records of the requirements, orders, receipts and use of materials and Plant are kept in a form approved by the Project Manger, and such records are available for inspection by the Project Manager;
 - (iv) The Contractor has submitted a statement of his cost of acquiring and delivering the materials and Plant to the Site, together with such documents as may be required for the purpose of evidencing such cost;
 - (v) The materials are to be used within a reasonable time as decided by the Project Manger and the Contractor shall not unnecessarily procure any material or equipment too much in advance.
- (b) The Project Manager shall, if requested by the Contractor, also make advance payments for following imperishable materials that are to be incorporated into and form a part of the Permanent Works, excluding any items of Plant and Equipment that are separately priced in the Bill of Quantities. Such advances shall be made after receipt of the materials at Site, inspection and acceptance by the Employer's Representative, and proper storage of such materials, and normally, unless otherwise approved by the Employer's Representative, shall only be considered for materials that are to be consumed in the Works over the subsequent three month period. The payment for the comprehensive items of various materials shall be as under:
- Payment of 70%(percent) of individual comprehensive Item on supply of Reinforced Steel, bitumen, all types pipes, valves, specials, fittings, Pump sets, major electrical and mechanical equipment at site to the satisfaction of the Project Manager. However, the payment on supply should not exceed 90 % of the Invoice of the material.

The Contractor shall be required to provide satisfactory proofs of the cost of supply and delivery of such materials, and to provide an Indemnity Bond for ensuring safe storage and protection of such materials against all risks of damage, theft, fire, loss, wastage, etc.

- (c) the amount to be debited to the Contractor for any materials and plant incorporated into the Permanent Works shall be equivalent to the credit previously granted to the Contractor for such materials and Plant pursuant to Sub-Clause (b) above, as determined by the Project Manager.

40.6 If requested by the Contractor, the Employer's Representative shall, within 3 (three) days of receiving the statement and supporting documents confirming that the work has been executed, and after having satisfied himself as to the acceptability of the claim, deliver to the Employer with a copy to the Contractor an Advance Interim Payment Certificate in an amount of 80% (eighty percent) of the amount claimed by the Contractor. The Employer's Representative shall subsequently, within the time set forth in the first paragraph of this Sub-Clause, deliver to the Employer with a copy to the Contractor an Interim Payment Certificate for the balance amount which the Employer's Representative considers to be due. All relevant deductions or adjustments, as set out in Sub-Clause 39, shall be applied to such Interim Payments, and any amounts that are to be deducted for advance repayments shall be adjusted on a pro-rata basis.

In the event that the Employer's Representative determines to its satisfaction that the Contractor is abusing the privilege of availing the Advance Interim Payment Certificate by submitting false higher claims on claimed amount for any work that has not been done, then the Contractor will be subject to a penalty or penal actions in accordance with the following:

- (a) for the first offence, a penalty of Rs. 100,000 (Rupees one Lakh) which will be deducted from the amount approved under the Interim Payment Certificate;
- (b) for the second offence, a penalty of Rs. 200,000 (Rupees two Lakh) which will be deducted from the amount approved under the Interim Payment Certificate;
- (c) for the third offence a penalty of Rs. 500,000 (Rupees five Lakh) which will be deducted from the amount approved under the Interim Payment Certificate, accompanied by withdrawal of the entitlement for submitting weekly bills and receiving Advance Interim Payment Certificates."

Clause 41: Compensation Events

41.3 Delete the second last sentence in Sub-Clause 41.3 and replace it with the following:

"In case agreement on Contract Price adjustment or extension of the Intended Completion Date cannot be reached, the Contractor shall complete the Work on the basis of the Employer's estimate and the dispute can be settled in accordance with the provisions of Clause 24.

Clause 42: Tax

Replace Clause 42 with the following:-

The Project Manager shall adjust the Contract Price if Works Contract tax or any similar tax, levied on the contract as a whole and not on to the cost of any particular item or ingredient of contract being executed under the contract, are changed between the date 28 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC 44.1.

Clause 43: Currencies

Delete Clause 43 in its entirety.

Clause 44: Price Adjustment

Delete Clause 44 in its entirety and replace with following sub clauses

44.1 The amount payable to the Contractor and valued at base prices in accordance with the payment Schedule shall be adjusted for rises or falls in the cost of Labor, steel, fuel and other Materials, by the addition or deduction of the amounts determined by the formulae prescribed in this Sub-Clause. To the extent that full compensation for any rise or fall in costs to the Contractor is not covered by the provisions of this or any other clause in the Contract, the Contract Price shall be determined to include amounts to cover the contingency of such other rise or fall in costs.

44.2 Adjustment Formula:**Clause 44.2 - Adjustment Formula:**

If, during the progress of the contract of value exceeding Rs. 50 Lac (accepted tendered amount minus cost of 'material supplied by the department), and where stipulated completion period is more than 6 months (both the conditions should be fulfilled), the price, of any materials/ bitumen/ diesel & petrol/ cement/ steel incorporated in the works (not being material to be supplied by the department) and/or wages of labour-increased or decreases, as compared to the price and/or wages prevailing at the date of opening of tender or date of negotiations for the work, the amount payable to contractors for the work shall be adjusted for increases or decreases in the rates of materials (excepting those materials supplied by the department)/ labour/ bitumen/ diesel & petrol/ cement/ steel. If negotiated rates have been accepted, prices as on the date of negotiation shall be considered for price adjustment. Similarly, if rates received on the date of opening of tenders have been accepted, then prices on the date of opening of tender shall be considered for price adjustment.

Increase or decrease in the cost of labour/ material/ bitumen/ diesel & petrol/ cement/steel shall be calculated quarterly in accordance with the following formula.

(A) Labour:

$$V_L = 0.75 \times P_L / 100 \times R (I_{L1} - I_{L0}) / I_{L0}$$

V_L Increase or decrease in the cost of work during the quarter under consideration due to change in rates for labour.

R The value of the work done in rupees during the quarter under consideration excluding the cost of materials supplied by the department and excluding other items as mentioned in this clause.

I_{L0} The average consumer price index for industrial workers (Labour) for the quarter in which tenders were opened/negotiated (as published in Reserve Bank of India Journal/labour Bureau Simla, for the area).

I_1 The average consumer price Index for industrial workers (Labour) for the quarter under consideration (as published in Reserve Bank of India Journal/labour Bureau Simla, for the area).

P_L Percentage of labour components.

Note: In case of revision of minimum wages by the Government or other competent authority, nothing extra would be capable except the price exaction permissible under this clause.

(B) Material (excluding material supplied by the department).

	$V_M = 0.75 \times P_M / 100 \times R (L_{MI} - L_{M0}) / L_{M0}$
V_M	Increase or decrease in the cost during the quarter under consideration due to change in rates of material.
R	The value of the work done in rupees during the quarter under consideration excluding the cost of materials supplied by the department and excluding other items as mentioned in this clause.
L_{M0}	The average wholesale price index (all commodities) for the quarter in which tenders were opened/negotiated (as published in Reserve Bank of India Journal/Economic Adviser to Government of India, Minister of Industries, for the area)
L_{MI}	The average wholesale price index (all commodities) for the quarter under consideration (as published in Reserve Bank of India Journal/Economic Adviser to Government of India, Minister of Industries, for the area)
P_M	Percentage of material component (excluding materials supplied by the Department).
(C)	Steel (excluding material supplied by the department).
	$V_s = 0.75 \times P_s / 100 \times R (L_{SI} - L_{S0}) / L_{S0}$
V_s	Increase or decrease in the cost during the quarter under consideration due to change in rates of Steel.
R	The value of the work done in rupees during the quarter under consideration excluding the cost of steel supplied by the department and excluding other items as mentioned in this clause.
L_{S0}	The average wholesale price index (Iron & Steel) for the quarter in which tenders were opened/negotiated (as published in Reserve Bank of India Journal/Economic Adviser to Government of India, Minister of Industries, for the area)"
L_{SI}	The average wholesale price index (Iron & Steel) for the quarter under consideration (as published in Reserve Bank of India Journal/Economic Adviser to Government of India, Minister of Industries, for the area)
P_s	Percentage of steel component (excluding materials supplied by the Department).
(D)	Cement (excluding material supplied by the department).
	$V_c = 0.75 \times P_c / 100 \times R (L_{CI} - L_{C0}) / L_{C0}$
V_c	Increase or decrease in the cost during the quarter under consideration due to change in rates of Cement.
R	The value of the work done in rupees during the quarter under consideration excluding the cost of cement supplied by the department and excluding other items as mentioned in this clause.
" L_{C0} "	The average wholesale price index (Cement) for the quarter in which tenders were opened/negotiated (as published in Reserve Bank of India Journal/Economic Adviser to Government of India, Minister of Industries, for the area)"
L_{CI}	The average wholesale price index (Cement) for the quarter under consideration (as published in Reserve Bank of India Journal/Economic Adviser to Government of India, Minister of Industries, for the area)
P_c	Percentage of Cement component (excluding materials supplied by the Department).
(E)	Bitumen:

$$V_b = 0.75 \times P_b / 100 \times R (B_1 - B_0) / B_0$$

- V_b Increase or decrease in the cost of the work during the quarter under consideration due to changes in the rate for bitumen.
- R The value of the work done in rupees during the quarter under consideration excluding the cost of materials supplied by the department and excluding other items as mentioned in this clause.
- B_0 The average whole-sale price index for bitumen on the day of opening the tenders/negotiation, as published by the Economic Adviser to Govt. of India, Ministry of Industry.
- B_1 The average wholesale price index for bitumen for the quarter under consideration as published weekly by the Economic Adviser to Government of India, Ministry of Industry.
- P_b Percentage of bitumen component excluding bitumen supplied by the Department (Specific in the sanction estimate of the work).

(F) Petroleum:

$$V_f = 0.75 \times P_f / 100 \times R (F_1 - F_0) / F_0$$

- V_f Increase or decrease in the cost of work during the quarter under consideration due to change if the rates for fuel and lubricants.
- R The value of the work done in rupees during the quarter under consideration excluding the cost of materials supplied by the department and excluding other items as mentioned in this clause.
- F_0 The average wholesale price Index of High Speed Diesel Oil (HSD OIL) as published by the Economic Adviser to the Government of India, Ministry of Industry on the day of opening of tender/negotiations.
- F_1 The average wholesale price Index of High Speed Diesel Oil (HSD OIL) for the quarter under consideration as published weekly by the Economic Adviser to the Government of India, Ministry of Industry.
- P_f Percentage of fuel and lubricants excluding fuel and lubricants supplied by the department (Specified in the sanctioned estimate for the work).
- R Total work done during the quarter as prescribed under this clause.

Note: For application of this clause price of HSD is chosen to indicate fuel and lubricant component.

General Conditions for admissibility of Escalation

1. The exact percentage of labour/material (excluding materials to be supplied by the department)/steel/ cement/bitumen/diesel and petrol component and labour component for the work shall be approved by the authority while sanctioning the detailed Estimates

2. The break-up of components of labour/materials (excluding materials to be supplied by the department)/bitumen/diesel and petrol as indicated above have been pre-determined as below:
- (a) *Labour* : ___%
 - (b) *Material* : ___%
 - (c) *Iron & Steel* : ___%
 - (d) *Cement* : ___%
 - (e) *Diesel and Petrol* : ___%
 - (d) *Bitumen* : ___%
3. While allowing price adjustment the following shall be deducted from value of work done (R): (a) Cost of material supplied by the Department. (b) Cost of services rendered as per clause 33. (c) of advance payment/ any advance added earlier but deducted now after work is measured.
4. The first statement of price adjustment shall be prepared at the end of three months in which the work was awarded and the work done from the date of start to the end of this period shall be taken into account. For subsequent statement, cost of work done during every quarter shall be taken into account. At the completion of work, the work done during the last quarter or fraction, thereof, shall be taken into account.
5. For the purpose of reckoning the work done during any period, the bills prepared during the period shall be considered. The dates of recording measurements in the Measurement Book shall be the guiding factor to decide the bills relevant to any period. The date of completion, as finally recorded by the competent authority in the Measurement Book shall be the criterion.
6. The index relevant to any quarter, for which such price adjustment is paid, shall be the arithmetical average of the indices relevant of the calendar month.
7. Price adjustment clause shall be applicable only for the work that is carried out within the stipulated time, or extension thereof as are not attributable to the contractor.
8. If during the progress in respect of contract works stipulated to cost Rs. 50 lac or less, the value of work actually done excluding cost of material supplied by the Department exceed Rs. 50 lac and completion period is more than 6 months, then price adjustment would be payable only in respect of value of work in excess over Rs. 50 lac from the date of satisfying both the conditions.
9. Where originally stipulated period is 6 months or less but actual period of execution excess beyond 6 months on account of reasons not attributable to contractor, price adjustment amount would be payable only in respect of extended period if amount of work is more than Rs. 50 lac.

10. In case the contractor does not make prorate progress in the first or another time span and the short fall in progress is covered up by him during subsequent time span within original stipulated period then the price adjustment of such work expected to be done in the previous time span shall be notionally given based upon the price index of the quarter in which such work was required to be done.
11. No claims for price adjustment other than those provided herein, shall be entertained.
12. If the period of completion including extended period attributable to Government exceeds six months but cost does not exceed more than Rs. 50 lac, no price adjustment admissible.
13. Similarly, if cost of works increases more than Rs. 50 lac but completion period including extended period attributable to government is less than 6 months, no price adjustment is admissible.
14. No provisional price adjustment is payable on the basis of indices of the previous quarter in absence of non publication of indices for concerned quarter by the RBI.
15. price adjustment is always payable quarterly and no provisional price adjustment is payable monthly or fortnightly.
16. In case at the time executing agreement, both the conditions (completion period 6 months and amount of work Rs. 50 lac) for admissibility of price adjustment are not fulfilled and subsequently due to additional work and extension of time attributable to Government, both the conditions become fulfilled, in that case the price adjustment shall be payable from the date of satisfying both the conditions and only for work done beyond Rs. 50 lac and in period of work beyond 6 months.
17. For the non –SOR /composite extra items, the price adjustment clauses shall be applicable from the date of first execution/ approval, whichever is earlier, of that item.
18. The contractor shall for the purpose of this conditions keep such book on account and other documents as are necessary to show the amount of any increase climbed or reduction available and shall allow inspection of the same by a duly authorized representative of Government and further shall at the request of the Project Manager-in-Charge may required.

Adjustable Amount: The adjustable amount of each Interim Payment Certificate shall be the difference between (i) the amount which, in the opinion of the Project Manager, shall be due to the Contractor pursuant to Clause 36 (before deducting retention) including the amount at base rates and prices of the scheduled work carried out and Day works (unless otherwise adjusted) but excluding provisional sums and the value of materials on site, and (ii) the amount as calculated in (i) above and included in the last preceding Interim Payment Certificate issued by the Project Manager. The adjustable amount shall exclude payments to nominated Sub-Contractors and any other amounts based upon actual cost or current prices.

Adjusted Amount: The adjusted amount of each Payment Certificate shall be determined by applying the Price Adjustment Factor to the adjustable amount, and shall become payable to the Contractor in accordance with the provisions of Clause 36, subject to any deductions there from for retention money, liquidated damages, and any other monies due to the Employer from the Contractor including the recovery of advance mobilization loan, if any.

19. Adjustment after Completion: If the Contractor shall fail to complete the Works within the Intended Time for Completion, adjustment of prices thereafter until the date of completion of the Works shall be made using either the indices or prices relating to the prescribed time for completion, or the current indices or prices, whichever is more favorable to the Employer, provided that if an extension of time with delay attributable not to Contractor is granted the above provision shall apply only to adjustments made after the expiry of such extension of time.
20. Subsequent Legislation: If, after the date 28 days prior to the latest date for submission of bids for the Contract, there occur in the country in which the Works are being or are to be executed changes to any National or State Statute, Ordinance, Decree, or other Law or any regulation or by-law of any local or other duly constituted authority, or the introduction of any such State Statute, Ordinance, Decree, Law, regulation or by-law which causes additional or reduced cost to the Contractor, other than under the preceding Sub-Clauses of this clause, in the execution of the Contract, such additional or reduced cost shall, after due consultation with the Employer and the Contractor, be determined by the Project Manager and shall be added to or deducted from the Contract Price and the Project Manager shall notify the Contractor accordingly, with a copy to the Employer. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same shall already have taken into account in the indexing of any inputs to the Price Adjustment Formulae in accordance with the provisions of concerned Sub-Clauses.
21. Items not to be included in the Price Adjustment Calculation: The following items are not to be included in the price adjustment calculation:
- (a) Liquidated damages.
 - (b) Retention withheld and released.
 - (c) Advance payments in the form of loans and their repayments.
 - (d) Payment to 'nominated' Sub-Contractors included as 'provisional sums' or prime cost items in the general cost.

Clause 45: Retention

Replace Clause 45.1 with as per following:-

45.1 The proportion of payment retained from each payment shall be 10% (Ten percent) of the payment amount, upto a maximum of 5% of the contract price. The Retention money shall not be deducted from the running bills if the bidder gives bank Guarantee in lieu of the Retention Money for the amount equal to 5% of the Contract value at the time of issue of NTP. If such unconditional Bank Guarantee is submitted during execution of the contract wherein some Retention Money has already been deducted, then such amount may be refunded if such Bank Guarantee is of the

amount considered satisfactory by the Project Manager. The format of the Bank Guarantee shall be as per Annexure-C in Section-9: Contract Forms. The Bank Guarantee shall be in name of Executive Engineer, IPIU, RUSDIP, issued by any Nationalized/ scheduled Bank situated in Jaipur/*project city*. Such Bank Guarantee if invoked, shall be en-cashable when presented in the specified branch office located in Jaipur/ *project city*.

Clause 46: Liquidated Damages

Delete Sub-Clause 46.1 in its entirety and replace it with the following:

46.1 In the event that the Contractor fails to comply with the Intended Time for Completion for the whole of the Works, or, if applicable, any Section within the relevant time, then the Contractor shall pay liquidated damages to the Employer. The rate of L.D. per day for each day that the Completion Date is later than the Intended Completion Date will be (10% of Contract Price/ D), where D is 100 Days or 25% of the Original Contract Period whichever is more. The Employer may deduct liquidated damages from payments due to the Contractor, but payment of liquidated damages does not affect the Contractor's responsibilities under the Contract.

Add the following new Clause 46.2:

46.2 If at any time during implementation of the Contract, before the Intended Completion Date has been reached, the Contractor's progress falls more than 20% (twenty percent) behind the scheduled progress as per the agreed Work Program between Contractor and Project Manager at the time of NTP and it becomes apparent that the forecast completion date is likely to be later than the Intended Completion Date, then the Contractor shall pay liquidated damages to the Employer at the rate stated in Clause 46.1 for each day that the forecast completion date is later than the Intended Completion Date, and the Employer will be entitled to deduct such liquidated damages from the running account bill payments due to the Contractor.

Renumber Sub-Clauses 46.2 as 46.3.

Add the following new Clause 46.4:

46.4 Notwithstanding the above, the amount of liquidated damage paid by the Contractor to the Employer shall not exceed 10 per cent of the Contract Price.

Clause 47: Bonus

Delete Clauses 47

Clause 48: Advance Payment

Replace Clause 48.1, 48.2 and 48.3 with the following.

48.1 The Project Manger shall make advance payment within 14 days to the Contractor of the amounts equivalent to 10% of the contract price (in two equal installments after satisfying himself for utilization of first installment) excluding provisional sum without interest after NTP and submission by the Contractor of an unconditional bank guarantee/'s in a form and by a scheduled Bank in India acceptable to the Project Manger in the name of Executive Engineer, IPIU, RUSDIP, *project city* or in the name of Project Director, RUIDP, Jaipur in amounts and currencies equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. The Contractor may give bank guarantees with different validity period.

Bidder may give following B.G.'s:-

B.G. of 25% of Advance payment for 50% of contract period

B.G. of 25% of Advance payment for 75% of contract period

B.G. of 50% of Advance payment for 90% of contract period

48.2 The Advance Payment shall be used by the Contractor exclusively for mobilization expenditures such as to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract, as per programme approved by the Employer for its utilization. For this, the contractor has to open a **dedicated bank account** in the Bank located in Jaipur/*project city* for this amount. Any transaction from this account should be made with the consent of the Project Manager directly to the vendor. The responsibility of this account lies with the Contractor however; the Project Manager will act as the custodian of the account.

The employer has right to check the transactions of this account from time to time and submit the transaction details with every running account bill for payment. The contractor is not permitted to transfer this amount for any other work. In case the advance payment is not utilized by the Contractor judiciously in the activities of the performance of the contract, the same will be dealt as per clause 57.1 (a) (ii). The expenditure through this account will be replenished from the running account bills from time to time up to the limit of outstanding balance of advance in accordance to the recovery schedule detailed in clause 48.3.

48.3 The advance payment shall be recovered in accordance with the percentage shown in the Table below such that 100 % of the advance will be recovered invariably whatsoever may be the circumstances on the due dates. The recovery may be ensured by the Project Manager either from the Running account bills on the due date or deposition of amount by the contractor from the dedicated account of advance / in cash or by Demand Draft. In case the advance account is not settled by the contractor on due dates; then the Bank Guarantee submitted by the contractor in lieu of advance payment shall be invoked by the Project Manager.

Table for Repayment of Advance Payment

<i>Time in months effective from the Notice to Proceed</i>	<i>Recovery of Advance payment in Cumulative (%)</i>
<i>Within 50% of original contract period</i>	<i>25%</i>
<i>Within 75% of original contract period</i>	<i>50 %</i>
<i>Within 90% of original contract period</i>	<i>100 %</i>

No Account shall be taken of the advance payment or its repayment in assessing valuations of work done, variations, Price Adjustments, Compensation Events, or Liquidated Damages.

Clause 49 Securities

Delete clause 49 in its entirety and replace with the following:-

49.1 A performance security shall be provided to the Employer in accordance with the Instructions to Bidders and shall be issued in a form acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable.

49.2 If there is no reason to call the performance security, the performance security shall be returned to the Contractor within 28 days of the last Defects Correction Period.

49.3 The Employer shall notify the Contractor of any claim made against the institution issuing the performance security.

49.4 The Employer may claim against the surety if any of the following occurs for 14 days or more:

- (a) the Contractor is in breach of the Contract and the Employer has notified him that he is; and
- (b) the Contractor has not paid an amount due to the Employer.

Clause 52 Completion

Replace the Sub-Clause 52.1 with the following:

“When whole of the work has been substantially completed and have satisfactory passed any Tests on Completion prescribed by the contractor, the Contractor may give a notice to that effect to the Project Manager, with a copy to the Employer, accompanied by a written undertaking to finish with due expedition any outstanding work during the Defects Notice Period. The Project Manager shall issue a certificate complying completion of the works to the contractor.”

Add the following Sub-Clause 52.2:

52.2 “If any part of the permanent work has been substantially completed and has satisfactorily passed any Tests on Completion prescribed by the Contract, the Project Manager may issue a Completion Certificate in respect of the part of the Permanent Work before completion of the whole of the Works and, upon the issue of such Certificate, the Contractor shall be deemed to have undertaken to complete with due expedition any outstanding work in the part of the Permanent Work during the Defects Notice Period.” Hence the defect liability period starts on the date on which part/ substantial completion certificate is issued, for that particular part of the permanent work has been substantially completed.

Clause 53: Taking Over

Replace the Sub-Clause 53.1:

53.1 “The Employer shall take over the whole works or section of works within Seven (7) days of issuance of Completion Certificate , as per Clause no 52.1 and 52.2.”

Add the following Sub-Clause 53.2:

53.2 Similarly in accordance with the procedure set out in sub clause 53.1, the Employer may issue a taking – over certificate in respect of:

Any substantial part of the Permanent Work which has been both completed to the satisfaction of the Project Manager and, otherwise than as provided for in the Contract, occupied or used by the Employer, or any part of the Permanent Works which the Employer has elected to occupy or use prior to completion (where such prior occupation or use is not provided for in the Contract or has not been agreed by the Contractor as a temporary measure.

53.3 Interference with Tests on Completion

If the Contractor is prevented from carrying out the Tests on Completion by a cause for which the Employer (or another contractor employed by the Employer) is responsible, the Employer shall be deemed to have taken over the Works or Section (as the case may be) on the date when the Tests on Completion, as defined in the Specification, would otherwise have been completed. The Project Manager shall then issue a Taking-Over Certificate accordingly, and the Contractor shall carry out the Tests on Completion as soon as practicable, before the expiry of the Contract Period. The Project Manager shall require the Tests on Completion to be carried out by 14 days' notice and in accordance with the relevant provisions of the Contract. If the Contractor incurs additional Cost as a result of this delay in carrying out the Tests on Completion, such Cost plus reasonable profit shall be determined by the Project Manager in accordance with the provisions of Sub-Clause 3.5 and shall be added to the Contract Price.

Clause 55: Operating and Maintenance Manuals

55.1 If operating and maintenance manuals are required, the Contractor shall supply them atleast 30 days prior to start of O&M date.

Replace Clause 55.2 as per following:-

As-Built Drawings

The Contractor shall prepare, and keep up-to-date, a complete set of "as-built" records of the execution of the Works, showing the exact "as-built" locations, sizes and details of the work as executed, with cross references to relevant specifications and data sheets. These records shall be kept on the Site and shall be used exclusively for the purposes of this Sub-Clause. Two copies shall be submitted to the Project Manager prior to the commencement of the Tests on Completion.

In addition, the Contractor shall prepare and submit to the Project Manager "as-built drawings" of the Works, showing all Works as executed. The drawings shall be prepared as the Works proceed, and shall be submitted to the Project Manager for his inspection. The Contractor shall obtain the consent of the Project Manager as to their size, the referencing system, and other pertinent details.

Prior to the issue of any Taking-Over Certificate, the Contractor shall submit to the Project Manager one microfiche copy, one full-size original copy and six printed copies of the relevant "as-built drawings", and any further Construction Documents specified in the Contract. The Works shall not be considered to be completed for the purposes of taking-over under Sub-Clause 49 until such documents have been submitted to the Project Manager.

Clause 58: Payment upon Termination

58.1 If the Contract is terminated because of a breach of Contract by the Contractor, the deduction to be made by the Employer which represents the Employer's additional cost for completing the Works shall be 50% (fifty percent) of the value of the Works not completed.

Add the following Clauses;

63. Site Environmental Plan (SEP)

63. The Contractor should prepare a detailed Site Environmental Plan (SEP) for location/s identified to be potentially impacted such as but not limited to the work site, base camp. The SEP should include arrangement for disposal of sites for excavated materials, sanitary and other waste, storage location for fuel, oil and lubricants, facilities for equipment, labour and housing, among others. The SEP should be reviewed and approved prior to construction activities by the Project Manager.

64. Safety, Security and Protection of the Environment

64.1 General

- i. This section of the Specification sets out limitations on the Contractor's activities specifically intended to protect the environment.
- ii. The Contractor shall take all necessary measures and precautions and otherwise ensure that the execution of the works and all associated operations on site or off-site are carried out in conformity with statutory and regulatory environmental requirements including those prescribed elsewhere in this document.
- iii. The Contractor shall take all measures and precautions to avoid any nuisance or disturbance arising from the execution of the Works. This shall wherever possible be achieved by suppression of the nuisance at source rather than abatement of the nuisance once generated.
- iv. In the event of any spoil, debris, waste or any deleterious substance from the Site being deposited on any adjacent land, the Contractor shall immediately remove all such material and restore the affected area to its original state to the satisfaction of the Project Manager. This should be monitored regularly in accordance with the Environmental Management Plan.
- v. Consent for establishment (CFE) and consent for operation (CFO) for WTP and STP-need to be

- identify with the consultation with Local authorities and contractor shall be responsible for annual renewal of CFE and CFO.
- vi. During construction, the area should be to avoid trespassing of animals and people. Unauthorized persons should not be allowed within the construction area.
 - vii. During construction, there should be signs to inform public of on-going work, warning on dangers due to trenches along roads, excavations on different sites.
 - viii. Contact town authorities to arrange for the use of excavated material where possible, such as in construction projects, to raise the level of land prior to construction of roads or buildings, or to fill previously excavated areas.
 - ix. Especially for cleaning, desilting, and dredging of drainages: Contact town authorities to arrange for testing and analysis of sludge/excavated materials for hazardous components. If material are hazardous, coordinate with authorities for approve disposal sites;
 - x. Prevent generation of dust by removing excavated materials as soon as it is excavated, by loading directly onto trucks and covering with tarpaulins to prevent dust during transportation.
 - xi. All excavation should be done in the dry seasons to avoid any impacts on surface water drainage if water collects in any quantity, it will need to be pumped out, and it should be then be donated to neighboring farmers to provide a beneficial use to the communities most affected by this aspect of the work.
 - xii. Plant three (3) trees for every tree to be cut.
 - xiii. Consult town authorities to identify any buildings at risk from vibration damage and avoiding use of pneumatic drills or heavy vehicles in the vicinity.
 - xiv. Providing wooden bridges for pedestrians and metal sheets for vehicles to allow access across open trenches where required (including access to houses).
 - xv. Carefully planning of transportation routes with the municipal authorities to avoid sensitive areas as far as possible, including narrow streets, congested roads, important or fragile buildings and key sites of religious, cultural or tourism importance.
 - xvi. Consulting historical and archaeological authorities at both national and state level to obtain an expert assessment of the archaeological potential of the site. alternate location should be considered if the area is medium or high risk.
 - xvii. Developing a protocol in conducting any excavation work to ensure that any chance finds are recognized and measured are take to ensure they are protected and conserved .this should involve having excavation observed by a person with archaeological field training, stopping work immediately to allow further investigation if any finds are suspected; and calling the state archaeological authority if a find is expected and taking any action they acquire ensuring its removal or protection in situ.
 - xviii. Living spaces for access between mounds of excavated soil and providing footbridges so that pedestrians can cross open trenches;
 - xix. Increasing the workforce in these areas to ensure that work is completed quickly;

64.2. Water Quality

- i. The Contractor shall prevent any interference with the supply to or abstraction from, and prevent any pollution of, water resources (including underground percolating water) as a result of the execution of the Works.
- ii. Areas where water is regularly or repetitively used for dust suppression purposes shall be laid to fall to specially constructed settlement tanks to permit sedimentation of particulate matter. After settlement, the water may be re-used for dust suppression and rinsing.
- iii. All water and other liquid waste products arising on the Site shall be collected and disposed of at a location on or off the Site and in a manner that shall not cause either nuisance or pollution.
- iv. The Contractor shall not discharge or deposit any matter arising from the execution of the Works into any waters except with the permission of the Project Manager and the regulatory authorities concerned.
- v. The Contractor shall at all times ensure that all existing stream courses and drains within, and

adjacent to, the Site are kept safe and free from any debris and any materials arising from the Works.

- vi. The Contractor shall protect all watercourses, waterways, ditches, canals, drains, lakes and the like from pollution as a result of the execution of the Works.

64.3. Air Quality

- i. The Contractor shall devise and arrange methods of working to minimize dust, gaseous or other air-borne emissions and carry out the Works in such a manner as to minimize adverse impacts on air quality.
- ii. The Contractor shall utilize effective water sprays during delivery manufacture, processing and handling of materials when dust is likely to be created, and to dampen stored materials during dry and windy weather. Stockpiles of friable materials shall be covered with clean tarpaulins, with application of sprayed water during dry and windy weather. Stockpiles of material or debris shall be dampened prior to their movement, except where this is contrary to the Specification.
- iii. Any vehicle with an open load-carrying area used for transporting potentially dust producing material shall have properly fitting side and tail boards. Materials having the potential to produce dust shall not be loaded to a level higher than the side and tail boards, and shall be covered with a clean tarpaulin in good condition. The tarpaulin shall be properly secured and extend at least 300 mm over the edges of the side and tail boards.
- iv. In the event that the Contractor is permitted to use gravel or earth roads for haulage, he shall provide suitable measures for dust palliation, if these are, in the opinion of the Project Manager, necessary. Such measures may include spraying the road surface with water at regular intervals.

64.4 Noise

- i. The Contractor shall consider noise as an environmental constraint in his planning and execution of the Works.
- ii. The Contractor shall take all necessary measures so that the operation of all mechanical equipment and construction processes on and off the Site shall not cause any unnecessary or excessive noise, taking into account applicable environmental requirements. The Contractor shall use all necessary measures and shall maintain all plant and silencing equipment in good condition so as to minimise the noise emission during construction works.
- iii. Using modern vehicles and machinery with standard adaptations to reduce noise and exhaust emissions and ensuring they are maintained to manufacturers' specifications

64.5. Control of Wastes

- i. The Contractor shall control the disposal of all forms of waste generated by the construction operations and in all associated activities. No uncontrolled deposition or dumping shall be permitted. Wastes to be controlled shall include, but shall not be limited to, all forms of fuel and engine oils, all types of bitumen, cement, surplus aggregates, gravels, bituminous mixtures, etc. The Contractor shall make specific provision for the proper disposal of these and any other waste products, conforming to local regulations and acceptable to the Project Manager.

64.6. Emergency Response

- i. The Contractor shall plan and provide for remedial measures to be implemented in the event of occurrence of emergencies such as spillages of oil or bitumen or chemicals.
- ii. The Contractor shall provide the Project Manager with a statement of the measures he intends to implement in the event of such an emergency which shall include a statement of how he intends to provide personnel adequately trained to implement such measures.
- iii. Should any pollution arise from the Contractor's activities he shall clean up the affected area immediately at his own cost and to the satisfaction of the Project Manager, and shall pay full compensation to any affected party.

64.2 Protection of Trees and Vegetation

64.1 The Contractor shall ensure that no trees or shrubs or waterside vegetation are felled or harmed except for those required to be cleared for execution of the Works. The Contractor shall protect trees and vegetation from damage to the satisfaction of the Project Manager. No tree shall be removed without the prior approval of the Project Manager and any competent authorities. Should the Contractor become aware during the period of the Contract that any tree or trees designated for clearance have cultural or religious significance he shall immediately inform the Project Manager and await his instructions before proceeding with clearance. In the event that trees or other vegetation not designated for clearance are damaged or destroyed, they shall be repaired or replaced to the satisfaction of the Project Manager, who shall also impose a penalty to twice the commercial value of any timber affected, as assessed by the Project Manager.

65 Use of Wood as Fuel

65.1 The Contractor shall not use wood as a fuel for the execution of any part of the Works, including but not limited to the heating of bitumen and bitumen mixtures and the manufacture of bricks for use in the Works, and to the extent practicable shall ensure that fuels other than wood are used for cooking, and water heating in all his camps and living accommodations.

66 Water Supply

66.1 The Contractor shall make his own arrangements at his own expense for water supply for construction, sectional testing and other purposes. Water for commissioning of system shall be arranged by the department. Only clean water free from deleterious materials and of appropriate quality for its intended use shall be used.

67. Hot Mix Plants

67.1 The Contractor shall not locate any hot-mix or similar potentially polluting plant closer than 500 m to any settlement. Any such plant shall be fitted with dust suppression equipment and shall be operated and maintained at all times in conformity with the manufacturer's specifications, instructions and manuals.

68. Relations with Local Communities and Authorities

68.1 In siting and operating his plant and facilities and in executing the Works the Contractor shall at all times bear in mind and to the extent practicable minimise the impact of his activities on existing communities. Where communities are likely to be affected by major activities such as road widening or the establishment of a camp, large borrow pit or haul road, he shall liaise closely with the concerned communities and their representatives and if so directed, shall attend meetings arranged by the Project Manager or Employer to resolve issues and minimise impacts on local communities.

69. Fire Prevention

69.1

The Contractor shall take all precautions necessary to ensure that no vegetation along the line of the road outside the area of the permanent works is affected by fires arising from the execution of the Works. The Contractor shall obtain and follow any instructions of the competent authorities with respect to fire hazard when working in the vicinity of gas installations. Should a fire occur in the natural vegetation or plantations adjacent to the road for any reason the Contractor shall immediately suppress it. In the event of any other fire emergency in the vicinity of the Works the Contractor shall render assistance to the civil authorities to the best of his ability. Areas of forest, scrub or plantation damaged by fire considered by the Project Manager to have been initiated by the Contractor's staff or labour shall be replanted and otherwise restored to the satisfaction of the Project Manager at the Contractor's expense.

70. Fossils

70.1 The Contractor shall make his staff available for briefing on archaeological matters as directed by the Project Manager.

71. Interference with Traffic and Adjoining Properties

71.1 In case any operation connected with the works necessitates diversion, obstruction or closure of any road, railway, waterway or any other right of way, the approval of the Project Manager or the Project Manager's Representative and the respective competent authorities shall be obtained well in advance by the Contractor. In case the Contractor's operations obstruct access to adjacent properties, the Contractor shall be responsible to provide reasonable temporary access to the affected parties. In case the Contractor fails to provide adequate temporary facilities, this shall be deemed to be an uncorrected Defect under the terms of Clause 31 and the Employer shall have the right to engage a third party to correct the Defect and the cost of such correction will be deducted from the Contract Price.

72. Transport of Contractor's Equipment or Temporary Works

72.1 Where the Contractor intends to use a particular route for the haulage of large quantities of materials he shall consult well in advance with any affected communities and submit in advance for the Project Manager's approval a plan including but not limited to the proposed route, the existing condition of the pavement and bridges, the estimated number and type of vehicle movements per day, a programme for monitoring the condition of the pavement and structures, and measures for limiting vehicle speeds and dust nuisance in built-up areas. The Project Manager reserves the right to disallow certain haul routes should these in his opinion cause or be likely to cause unreasonable nuisance or hazards to the public. The Project Manager's approval will not remove the Contractor's obligations under this Sub-Clause to prevent and repair damage to roads or his liability for compensation for any accidents caused by his vehicles.

73. Clearance of Contractor's Facilities

73.1 On or before expiry of the Defects Notice Period the Contractor shall clear away all his temporary facilities including but not limited to offices, camps, storage and holding yards, workshops, crushing and mixing plant, diversion and haul roads so that the land is returned to at least its previous condition and, in the case of agricultural land, potential productivity. Clearance shall include but not be limited to tasks such as the removal of unwanted structures, removal of metallic and concrete debris, removal and disposal of any soil contaminated by diesel, bitumen or other polluting material, ripping to relieve compaction, grading, replacement of topsoil, and turfing and grassing, as appropriate. Where improvements have been made such as land filling or installation of boreholes or construction of boat landings these may be retained subject to the agreement of the landowner. The Employer reserves the right to inspect the site of any facilities established or used by the Contractor in connection with the Works and to undertake any corrective measures necessary to restore the land, and to recover the cost from monies due or to become due to the Contractor.

74. Fair Wages

74.1 The Contractor shall pay not less than fair wage/minimum wages to labourers engaged by him on the work as revised from time to time by the Government of Rajasthan, but the Government shall not be liable to pay any thing extra for it except as stipulated in price adjustment clause (Clause 41) of the Contract.

(Explanation: "Fair wage" means minimum wages for time or piece work, fixed or revised, as established by the State Government under the Minimum Wages Act, 1948.)

74.2 The Contractor shall, notwithstanding the provisions of any Contract to the contrary, cause to be paid fair wages to labourers indirectly engaged on the work, including any labour engaged by his sub-Contractors in connection with the said work, as if the labourers have been immediately or directly employed by him.

74.3 In respect of all labourers, immediately or directly employed on the work, for the purpose of the Contractor's part of this agreement, the Contractor shall comply with or cause to be complied with, the Public Works Department Contract Labour Regulations' made, or that may be made, by the Government, from time to time, in regard to payment of wages, wage period, deductions from wages, recovery of wages not paid, and unauthorised deductions, maintenance of wages register, wage card, publication of scale of wages and other terms of employment, inspection and submission of periodical returns, and all other matters of a like nature.

74.4 The Project Manager shall have the right to deduct, from the money due to the Contractor, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reasons of non-fulfilment of the conditions of the Contract for the benefit of the worker or workers, non-payment of wages or of deductions made therefrom, which are not justified by the terms of the Contract or as a result of non-observance of the aforesaid regulations.

74.5 Vis-à-vis the Government of Rajasthan the Contractor shall be primarily liable for all payments to be made and for the observance of the regulations aforesaid, without prejudice to his right to claim indemnity from his sub-Contractors.

74.6 The regulations, aforesaid, shall be deemed to be part of this Contract and any breach thereof, shall be deemed to be breach of the Contract.

75. Housing for Labour

75.1 The Contractor at his own expense shall provide and maintain, in a clean and sanitary condition, living accommodations for those employed by him on the project. Each building for living accommodation shall be provided with lights, water supply, and sanitary facilities and be properly furnished.

76. Safety and Accident Prevention Officer

76.1 Due precautions shall be taken by the Contractor, at his own cost, to ensure the safety and protection against accidents of all staff and labour engaged on the Works, local residents in the vicinity of the Works, and the public travelling through the Works. The Contractor shall have on his staff on Site a designated officer qualified to promote and maintain safe working practices. This officer shall have authority to issue instructions and shall take protective measures to prevent accidents, including but not limited to the establishment of safe working practices and the training of staff and labour in their implementation.

77. Protective Clothing and Footwear

77.1 The Contractor shall, at his own expense, provide protective clothing and equipment to all staff and labour engaged on the Works to the satisfaction of the Project Manager, and on his failure to do so the Employer shall be entitled to provide the same and recover the cost from the Contractor. Such clothing and equipment shall include, at a minimum, protective footwear for workmen undertaking concrete mixing work, protective footwear and gloves for any workmen performing bituminous paving works, protective footwear, clothing, cream, gauntlet-type gloves, hats, safety glasses or goggles and filter masks for workmen undertaking lime stabilisation works, hard hats for workmen engaged on bridge construction, and otherwise as appropriate to the job in hand and to the Project Manager's satisfaction.

77.2 Ensuring that all workers are provided with and use appropriate Personal Protective Equipment (PPE), Health and safety training should be conducted for all site personnel; availability of

documented procedures to be followed for all site activities; and documentation of work-related accidents;

78. First-Aid Services

78.1 The Contractor shall, at his own expense, provide first aid equipment at all camps and work sites to the satisfaction of the Project Manager, and shall ensure that at all work sites where 40 or more persons are engaged on the Works there shall at all times be a person qualified in first-aid with access to appropriate first-aid equipment. A first-aid post shall be established at each base camp comprising a suitable room with two beds, washing and examination facilities, appropriate medical supplies, and staffed on a full-time basis by a qualified paramedical attendant.

79. Health and Pests

79.1 The Contractor shall at his own expense and throughout the period of the Contract ensure that suitable arrangements are made for the prevention of epidemics and for all necessary welfare and hygiene requirements for his staff and labour, and shall comply with all the regulations and requirements of the local health authorities with respect to disease prevention and control. He shall warn his staff and labour of the dangers of communicable diseases including those transmitted by insects, water, faecal/oral contact and sexual activity. The Contractor shall take the precautions necessary to protect all staff and labour employed on the Site from insect nuisance, rats and other pests and minimise the dangers to health and the general nuisance caused by the same. Should malaria or other insect-borne diseases be prevalent in the area, he shall provide his staff and labour with suitable prophylactics, equip living accommodation with screens and bed-nets, and carry out spraying with approved insecticides, as appropriate and to the Project Manager's satisfaction.

80. Supply of Drinking Water, Sanitation

80.1 The Contractor shall so far as is reasonable, having regard to local conditions, provide on the Site and at his expense an adequate supply of drinking water for the use of Contractor's staff and work people, together with sanitary facilities (portable toilets or latrines), to the satisfaction of the Project Manager.

81. Festivals and Religious Customs

81.1 The Contractor shall in all dealings with labour in his employment have due regard to all recognised festivals, days of rest and religious or other customs.

82. Disorderly Conduct

82.1 The Contractor shall at all times take reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his employees and for the preservation of peace and protection of persons and property in the neighbourhood of the Works against the same. "Disorderly conduct" shall include but not be limited to harvesting of natural resources such as firewood or fish by the Contractor's labour when this is done to the detriment of pre-existing local interests.

83. Records of Labour and Accidents

83.1 The Contractor shall maintain full records of numbers, working hours and wages of labour, safety, health and welfare of persons, accidents, and damage to property and make such reports on these matters to the Project Manager as he may from time to time prescribe.

84. General

84.1 Unless otherwise indicated elsewhere in the Contract, The General Specification for civil works and the Quality Assurance and Quality Control (QAQC) document, as issued by the PMU of RUIDP, shall be followed. The QAQC document of RUIDP is an integral part of the document and it

will be provided with the bid document. A copy of the same shall be made available at the site by the contractor.

85. Site Office For Project Manager And Other Supervisory Staff

85.1 The Contractor shall arrange to provide office of 500 sq. ft. size as per specification with three tables, 10 chairs, two steel almirah, sufficient number of display board, telephone etc. fully furnished office accommodation within 15 days from the date of commencement of same and shall become property of the Contractor at the completion of the work. The electrical charges / water charges & all other charges shall be arranged within the area of the package work. Approval shall be taken from Project Manager prior to making arrangement of the office. The office shall be functional till work is completed. If Project Manager found that office arranged by the contractor is not being maintained properly then Project Manager has right to deduct a reasonable amount from that payment

86. Field Laboratory

86.1 Within 15(Fifteen days) from the date of commencement of work the Contractor shall arrange to provide 250 sqft. Size a fully furnished and adequately equipped field laboratory as per Specifications and directions of the Project Manager, including maintenance of the same. This shall be removed at the completion of the work. All dismantled items of field laboratory and all equipments shall be property of the Contractor at the completion of the work. The Laboratory shall be functional till the work is completed. If Project Manager found that Laboratory arranged by the Contractor is not being maintained properly then Project Manager has right to deduct a reasonable amount from payment.

86.2 The calibration of the laboratory equipments and instruments shall at the initial stage to be certified by agencies approved by the Project Manager. Laboratory equipments shall be properly maintained and calibrated throughout the period of the Contract by the Contractor at his own expense. The Contractor shall notify the Project Manager in sufficient advance prior to conducting any tests for the materials and work. The Project Manager will also inspect the laboratory and the contractor shall provide adequate facilities to the Project Managers for his independent verification of the accuracy and adequacy of the facilities.

Indicative List of Laboratory Equipment Required

Sr. No.	Details
1	Slump cone
2	IS Sieve Analysis test, Sieve Shaker,
3	Vicats Apparatus and Oven
4	Gauge to measure thickness of coating / lining
5	Gauge to measure diameter of pipe
6	Measuring tape, Vernier Scale, Moulds for Concrete cubes, Water tank for curing, Thermometers, Plate Vibrator, Needle vibrator, Tools & Tackles etc.
7	Leveling Instruments and allied equipment

8	Pumps and pressure gauges for the field testing of pipelines
9	Balance (2 type), Volume measuring apparatus and hand tools etc.
10	Instant Moisture meter
11	Compass

87. Pre-Construction Inspection, Testing & Review of Data for Materials, Plant & Equipment

87.1 The contractor shall place order for the material and the equipment only after the approval of the Project Manager. The Contractor shall submit the detailed drawings for the approved manufacturer and the procedure of submission, review and revision shall be specified herein below.

87.2 The Contractor shall inform the Project Manager about the likely dates of manufacturing, testing and dispatching. The Contractor shall notify the Project Manager for Inspection and Testing, at least twenty eight days prior to packing and shipping and shall supply the manufacturer's test results and quality control certificates. The Project Manager will decide whether he or his representative will inspect and test the material/ equipment or whether he will approve it on the basis of manufacturer's certificate.

87.3 The inspection and test categories shall be applied prior to delivery of the equipment, of various categories as indicated in the technical specifications for each type of the equipment.

Category A: - The Drawing has to be approved by the Project Manager before manufacturing and Testing. The material has to be inspected by the Project Manager or by an Inspecting agency approved by the Project Manager at the manufacturer's premise before packing and dispatching. The Inspection charges of the agency will be born by the Employer but the contractor has to pay the inspection charges. The Contractor shall include in their next bill the inspection charges and the same will be reimbursed by the Employer from the provisional Sum. The Contractor shall provide the necessary equipments and facilities for tests and the cost, thereof, shall be born by the Contractor. In case of failure of any item during third party inspection no charges shall be reimbursed to the contractor for the same.

Category B:- The drawings of the Equipment have to be submitted and to be approved by the Project Manager prior to manufacture. The material has to be tested by the manufacturer and the manufacturer's test certificates are to be submitted and approved by the Project Manager before dispatching of the Equipment. Not withstanding the above, the Project Manager, after examination of the test certificates, reserves the right to instruct the Contractor for retesting, if required, in the presence of Contractor's representative.

Category C: The material may be manufactured as per standard and delivered to the site.

For material / Equipment under category "A" and "B", the Project Manager will provide an authorization for packing and shipping after inspection.

The testing, approval for dispatching shall not absolve of the Contractor's obligation for satisfactory performance of the plant."

Indicative list of Inspection Items with Category

Sr. No.	Item	Category of inspection
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1.	uPVC, DI, MS, MDPE pipes, RCC pipes	A
2.	uPVC fittings, rubber rings & rubber rings for DI pipes	A
3.	Centrifugal pumps, Sluice Valves, Air Valves, Gate Valves , Butterfly valves	A
4.	Dismantling Joints, CID Joints, Split collars, leak repair clamps (LRC)	A
5	Ferrules, saddle, rubber packing	B
6	LV switch board, Induction motors,	A
7	Capacitor Banks and APFC panel, Power and control cables	B
8	Earthing system, Lighting system, Local push buttons	C
9	Reinforcement Bars, Bitumen, Cement, Pipe of any NP	B

88. Supply Of Colored Record Photographs

88.1 The Contractor shall, at his own cost, arrange to take colour photographs at various stages / facets of the work including interesting and novel features of the work as directed by the Project Manager and supply two copies of colour record photographs mounted in the albums including negatives with specification and these shall be kept by Employer.

89. Public Awareness / Information Display

89.1 The Contractor shall, at his own cost, arrange to provide, erect and maintain necessary display boards/ banners etc. at selection points of project site giving such information as considered necessary for public awareness/ information/ safety as directed by the Project Manager.

90. Contractor's Responsibilities

90.1 The contractor shall promptly inform the Employer and the Project Manager of any error, omission, fault, or any other defect in the design or drawings or specification for the works, which he discovers when reviewing the contract documents, or in the process of execution of the works. The Project Manager will resolve the ambiguity or correct the error and will notify the contractor of the interpretation to be adopted.

91. Services

91.1 Underground and overhead services are likely to be met with during construction. These are to be protected against damage by the Contractor at his own cost.

91.2 The contractor shall be required to carry out removal / shifting of existing utilities as itemized in the BOQ. The contractor work program shall include this activity. The work shall be carried out under supervision of concerned department. The supervision charges of the line agencies shall be paid by the contractor and shall be reimbursed on actual on submission of receipt.

91.3 Shifting of underground and overhead services other than itemized in the BOQ, but falling in the alignment of pipe line will have to be done by Contractor. The employer would provide full

support to contractor in coordinating with line agencies, however no claim on account of delay in shifting of utilities by line department will be admissible.

92. Setting Out

92.1 The Contractor(s) shall set out the whole of the work in conjunction with an officer to be deputed by the Project Manager and during the progress of the work to amend on the requisition of the Project Manager any errors which may arise therein and provide all the necessary labour materials and equipments for so doing. The contractor(s) is/are to provide all tools, plant, machinery, labour and materials (with the exceptions noted in the relevant clauses for issue of departmental materials as per schedule attached) which may be necessary and required for the work. All materials and workmanship shall conform to the relevant specifications mentioned in the tender documents.

93 Labor

93.1 Engagement of Staff and Labor

- a) Except as otherwise stated in the Specification, the Contractor shall make arrangements for the engagement of all staff and labor, local or otherwise, and for their payment, housing, feeding and transport.
- b) The contractor shall pay equal wages for men and women for work of equal value or type.
- c) The Contractor shall provide and employ on the Site in the installation of the Facilities such skilled, semi-skilled and unskilled labor as is necessary for the proper and timely execution of the Contract. The Contractor is encouraged to use local labor that has the necessary skills.
- d) The Contractor shall be responsible for obtaining all necessary permit(s) and/or visa(s) from the appropriate authorities for the entry of all labor and personnel to be employed on the Site into the country where the Site is located. The Employer will, if requested by the Contractor, use his best endeavors in a timely and expeditious manner to assist the Contractor in obtaining any local, state, national or government permission required for bringing in the Contractor's personnel.
- e) The Contractor shall at its own expense provide the means of repatriation to all of its and its Subcontractor's personnel employed on the Contract at the Site to the place where they were recruited or to their domicile. It shall also provide suitable temporary maintenance of all such persons from the cessation of their employment on the Contract to the date programmed for their departure. In the event that the Contractor defaults in providing such means of transportation and temporary maintenance, the Employer may provide the same to such personnel and recover the cost of doing so from the Contractor.
- f) Be required to employ atleast 50% of the labour force from communities with in a radius of 2kms from the site, if sufficient people are available

93.2 Persons in the Service of Employer

The Contractor shall not recruit, or attempt to recruit, staff and labor from amongst the Employer's Personnel.

93.3 Labor Laws

- (a) The Contractor shall comply with all the relevant labor Laws applicable to the Contractor's Personnel, including Laws relating to their employment, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights.

- (b) The Contractor shall at all times during the progress of the Contract use its best endeavors to prevent any unlawful, riotous or disorderly conduct or behavior by or amongst its employees and the labor of its Subcontractors.
- (c) The Contractor shall, in all dealings with its labor and the labor of its Subcontractors currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulations pertaining to the employment of labor.

93.4 Rates of Wages and Conditions of Labor

- (a) The Contractor shall pay rates of wages, and observe conditions of labor, which are not lower than those established for the trade or industry where the work is carried out. If no established rates or conditions are applicable, the Contractor shall pay rates of wages and observe conditions which are not lower than the general level of wages and conditions observed locally by employers whose trade or industry is similar to that of the Contractor.
- (b) The Contractor shall inform the Contractor's Personnel about their liability to pay personal income taxes in the Country in respect of such of their salaries, wages and allowances as are chargeable under the Laws for the time being in force, and the Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such Laws.

93.5 Working Hours

- (a) No work shall be carried out on the Site on locally recognized days of rest, or outside the Normal working hours, which shall be 9.00 AM to 5.00 PM on all days of the week., unless:
 - (i) otherwise stated in the Contract,
 - (ii) the Project Manager gives consent, or
 - (iii) the work is unavoidable, or necessary for the protection of life or property or for the safety of the Works, in which case the Contractor shall immediately advise the Project Manager.
- (b) If and when the Contractor considers it necessary to carry out work at night or on public holidays so as to meet the Time for Completion and requests the Project Manager's consent thereto, the Project Manager shall not unreasonably withhold such consent.
- (c) This Sub-Clause shall not apply to any work which is customarily carried out by rotary or double-shifts.

93.6 Facilities for Staff and Labor

- (a) Except as otherwise stated in the Specification, the Contractor shall provide and maintain all necessary accommodation and welfare facilities for the Contractor's Personnel. The Contractor shall also provide facilities for the Employer's Personnel as stated in the Specification.
- (b) The Contractor shall not permit any of the Contractor's Personnel to maintain any temporary or permanent living quarters within the structures forming part of the Permanent Works.

93.7 Health and Safety

- (a) The Contractor shall at all times take all reasonable precautions to maintain the health and safety of the Contractor's Personnel. In collaboration with local health authorities, the Contractor shall ensure that medical staff, first aid facilities, sick bay and ambulance service are available at all times at the Site and at any accommodation for Contractor's and

Employer's Personnel, and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics.

- (b) The Contractor shall appoint an accident prevention officer at the Site, responsible for maintaining safety and protection against accidents. This person shall be qualified for this responsibility, and shall have the authority to issue instructions and take protective measures to prevent accidents. Throughout the performance of the Contract, the Contractor shall provide whatever is required by this person to exercise this responsibility and authority.
- (c) The Contractor shall send, to the Engineer, details of any accident as soon as practicable after its occurrence. The Contractor shall maintain records and make reports concerning health, safety and welfare of persons, and damage to property, as the Engineer may reasonably require.
- (d) The Contractor shall throughout the contract (including the Defect Liability Period):
 - (i) conduct Information, Education and Consultation Communication (IEC) campaigns, at least every other month, addressed to all the Site staff and labor (including all the Contractor's employees, all Sub-Contractors and Employer's and Project Manager's employees, and all truck drivers and crew making deliveries to Site for construction activities) and to the immediate local communities, concerning the risks, dangers and impact, and appropriate avoidance behavior with respect to of Sexually Transmitted Diseases (STD)—or Sexually Transmitted Infections (STI) in general and HIV/AIDS in particular;
 - (ii) provide male or female condoms for all Site staff and labor as appropriate; and
 - (iii) provide for STI and HIV/AIDS screening, diagnosis, counseling and referral to a dedicated national STI and HIV/AIDS program, (unless otherwise agreed) of all Site staff and labor.

The Contractor shall include in the program to be submitted for the execution of the Facilities under Sub-Clause 18.2 an alleviation program for Site staff and labor and their families in respect of Sexually Transmitted Infections (STI) and Sexually Transmitted Diseases (STD) including HIV/AIDS. The STI, STD and HIV/AIDS alleviation program shall indicate when, how and at what cost the Contractor plans to satisfy the requirements of this Sub-Clause and the related specification. For each component, the program shall detail the resources to be provided or utilized and any related sub-contracting proposed. The program shall also include provision of a detailed cost estimate with supporting documentation. Payment to the Contractor for preparation and implementation of this program shall not exceed the Provisional Sum dedicated for this purpose

93.8 Funeral Arrangements

In the event of the death of any of the Contractor's personnel or accompanying members of their families, the Contractor shall be responsible for making the appropriate arrangements for their return or burial, unless otherwise specified in the SCC.

93.9 Records of Contractor's Personnel

The Contractor shall keep accurate records of the Contractor's personnel, including the number of each class of Contractor's Personnel on the Site and the names, ages, genders, hours worked and wages paid to all workers. These records shall be summarized on a monthly basis in a form approved by the Project Manager and shall be available for inspection by the Project Manager. until the Contractor has completed all work.

93.10 Supply of Foodstuffs

The Contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the Specification at reasonable prices for the Contractor's Personnel for the purposes of or in connection with the Contract.

93.11 Supply of Water

The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor's Personnel.

93.12 Measures against Insect and Pest Nuisance

The Contractor shall at all times take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce their danger to health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.

93.13 Alcoholic Liquor or Drugs

The Contractor shall not, otherwise than in accordance with the Laws of the Country, import, sell, give barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift barter or disposal by Contractor's Personnel.

93.14 Arms and Ammunition

The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor's Personnel to do so.

93.15 Prohibition of All Forms of Forced or Compulsory Labor

The contractor shall not employ "forced or compulsory labor" in any form. "Forced or compulsory labor" consists of all work or service, not voluntarily performed, that is extracted from an individual under threat of force or penalty.

93.16 Prohibition of Harmful Child Labor

The Contractor shall not employ any child to perform any work that is economically exploitative, or is likely to be hazardous to, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. "child" means a child below the statutory minimum age of 14 years

94- MONITORING-

Provision for regular monitoring will be made as per the Environmental Management Plan and actions will be taken in case of non-compliance