



**DELHI METRO RAIL CORPORATION LIMITED**  
**KOCHI METRO RAIL PROJECT-PREPARATORY WORK**

**IMPROVEMENT TO M.G ROAD & UTILITY DIVERSION FROM MADHAVA  
PHARMACY TO JOSE JUNCTION**

**CONTRACT NO: KOCHI – RW-2**

**TENDER DOCUMENTS**

**VOLUME 1**

**SPECIAL CONDITIONS OF CONTRACT**

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## SPECIAL CONDITIONS OF CONTRACT

Cl. NO	Supplement to GCC Clause / Sub-clause No.	SPECIAL CONDITIONS OF CONTRACT
1	<b>Sub-clause 3.1 Duties and Responsibilities of Engineer</b>	In case The Engineer is employee of any agency hired by the Employer, the Engineer shall take the approval of the Employer for all technical and financial matters otherwise he shall be deemed to have taken the approval of the Employer.
2	<b>Sub-clause 4.11 Specifications and Drawings</b>	<p><b>2.1 Specifications</b></p> <p>One copy of Technical specifications shall be supplied to the Contractor. MORTH &amp; CPWD specification/other Specifications viz. IS, IRS, IRC, DSR etc. shall be procured by the Contractor from the market.</p> <p><b>2.2 Drawings for Permanent Works.</b></p> <p>Preliminary Drawings showing general dimensions &amp; details elaborating the scope of work (not based on detailed design) will be supplied along with the tender documents.</p> <p><b>2.3 Design, Drawings and Specifications.</b></p> <p>2.3.1 The contractor shall design the false work, formwork, staging scheme etc. and shall get the same and related working drawings approved by the Engineer. The contractor would supply 3 sets of these drawings to the Engineer for the latter's use.</p> <p>2.3.2 On completion of the Works, the Contractor shall arrange to furnish to the Employer four bound sets &amp; soft copy of all "as-constructed" working drawings for every component of the Works, all such copies being on polyester film of quality to be approved by the Engineer or his authorized Representative. The Certificate of Completion of Works shall not be issued by the Engineer in the event of Contractor's failure to furnish aforesaid "as-constructed" drawings for the entire works. ( refer 30.2.5 in additional clause below )</p>
		<p>2.3.3 It shall be the responsibility of the Contractor to promptly bring to the notice of Engineer any error or discrepancy in the contract documents and obtain his orders thereon. Only stated dimensions are to be taken and not those obtained from scaling drawings. In case any feature of the work is not fully described and set forth in the drawings and specifications, the Contractor shall forthwith apply to the Engineer for further instructions, drawings or specifications.</p> <p>2.3.4 In case of errors, omissions and/or disagreement on the</p>

		<p>drawings or between the drawings and specifications the following principles shall be followed:</p> <ol style="list-style-type: none"> <li>a. As between the written description or written dimensions on the drawing and the corresponding one in the specifications, the former shall apply.</li> <li>b. As between the written description of the item in Bill of Quantities and the detailed description in the specification of the same item, the <b>former shall prevail</b>.</li> <li>c. The drawings on a <b>large scale</b> shall have precedence over those on small scale</li> <li>d. Drawings approved as construction drawings from time to time shall supercede corresponding drawing approved earlier</li> </ol>
3	<b>Sub-clause 4.12 Temporary Works</b>	<p>The Contractor's proposals for erection of all ancillary and temporary works shall be in conformity with the proposals submitted along with the tender and modifications thereto as approved by the Engineer.</p> <p>The Contractor shall submit drawings, supporting design calculations where called for by the Engineer and other relevant details of all such works to the Engineer for approval at least one month before he desires to commence such works. Approval by the Engineer of any such proposal shall not relieve the Contractor of his responsibility for the sufficiency of such works.</p> <p>No extra payment will be made for complying with the provisions of this clause and the cost of the work under this element shall be deemed to be included in the Bill of Quantities</p>
4	<b>Clause 9.0 Quality Assurance Manual</b>	<p>The Contractor shall submit a detailed Quality Assurance Manual demonstrating the proposed method of achieving the required quality standards of the Employer. The quality manual should address the quality system as required by ISO 9001-1991.</p> <p>Quality manual should clearly list out the procedures, activities, checks, standards and any such thing such as schedule of tests, which he proposes to carry out during the progress of the works and are necessary to comply with the quality objectives of the Employer.</p> <p>Manual should also list the corporate policy adopted by the Contractors firm</p> <p>No extra payment will be made for complying with the provisions of this clause and the cost of the work under this element shall be deemed to be included in the Bill of Quantities</p>
5	<b>Sub-clause 4.15 and clause 7.5 Safety, Health and</b>	<p>The Contractor shall be responsible for total compliance of Safety, Health and Environmental Protection safeguards as elaborated in combined Safety, Health, and Environmental Manual (SHE) of the</p>

	<b>Environment</b>	<p>Employer.</p> <p>The Contractor shall provide all necessary access, assistance and facilities to enable the Engineer and Employer to carry out surveillance to verify that the site safety and safety assurance plans are being properly and fully implemented in accordance with the Contract.</p> <p>No extra payment will be made for complying with the provisions of this clause and the cost of the work under this element shall be deemed to be included in the Bill of Quantities.</p> <p>a) Contractor may note that house keeping at Work sites and safe surrounding are very important. Mishandling of bentonite (like splashing of bentonite outside specified width of barricading or non cleaning of tyres of dumpers and transit mixers before leaving the piling site thereby making the road dirty is strictly prohibited. Noncompliance of same shall attract a liquidated damage as follows:</p> <ul style="list-style-type: none"> <li>i. On first observation –Rs one lac</li> <li>ii. On second observation- Rs two lac</li> <li>iii. On third and each subsequent observations- Rs three lac</li> </ul> <p>b) Penalties as provided in the conditions of contract on safety ,health and environment shall be levied to the contractor for any violation to the provisions.</p>
6	<b>Sub-clause 4.17 Site Data and Inspection of Site</b>	<p>The responsibility of Contractor under sub-clause 4.17 of General Conditions of Contract is full and final and no claim by the Contractor for additional payment or extension of time shall be allowed on the ground that of any misunderstanding or misapprehension by the contractor or that incorrect or insufficient information was given to the Contractor or that he failed to obtain correct and sufficient information</p>
7	<b>Clause 9 ACCURACY OF LINES, LEVELS AND GRADES</b>	<p>6.1. The various works shall be done true to line, level and grade. Periodical checking of these by Engineer's staff shall not absolve the Contractor of his responsibility regarding their accuracy. Wherever such discrepancy is found to arise at the junction of works of different contractors, the relative liability to set right their respective discrepancy shall be fixed by the Engineer, whose decision shall be final and binding on the Contractors concerned. The Engineer shall further have the authority, where necessary, to rectify discrepancies and recover cost from the Contractor in such proportions, as he may consider reasonable.</p>
8	<b>Sub-clause 4.14 Setting Out</b>	<p>8.1 The contractor shall survey and fix the alignment, mark pier locations, maintaining vertical &amp; horizontal clearances and keeping in view important site references and obligatory locations in consultation with Engineer. GTS bench mark, temporary bench</p>

		<p>marks and three control points on all straights &amp; other details shall be handed over by the Engineer.</p> <p>8.2 The Contractor shall establish at his cost, at suitable points, additional reference lines and bench marks as may be necessary. The Contractor shall remain responsible for the sufficiency and accuracy of all his benchmarks and reference lines. He shall take precautions to see that lines, points and bench marks fixed by the Engineer are not disturbed by his work and shall make good any damage thereto.</p>
9	<b>SUPPLY OF MATERIALS TOOLS, PLANT AND EQUIPMENT BY THE EMPLOYER (Clauses 4.25 and 4.28 of “General Conditions of Contract”)</b>	No material, tools, plant and equipment shall be supplied by the Employer. The Contractor has to arrange all tools, plant, equipment as well as construction materials required for the work.
10	<b>USE AND CARE OF SITE (Clause 18.0 “General Conditions of Contract”).</b>	All garbage shall be removed from site daily or as they accumulate. All surface and sub-soil drains shall be maintained in a clean, sound and satisfactory state of performance.
11	<b>DUTIES, TAXES, OCTROI, ROYALTY ETC. (Supplemental to Clause 15.1.2 of General Conditions of Contract)</b>	<p>The Employer has applied for approval from the government of certain exemption from payment of taxes and duties particularly Customs Duty and Central Excise Duty. The Tenderer/ Contractor shall keep the full details of all the taxes, duties paid separately to facilitate the process of refund. In this connection the Tenderer is required to take note of General Conditions of Contract Clause 15.1.2 and this Special Conditions of Contract Clause 19.0.</p> <p>Tenderers are also required to carefully study the provisions contained in Notification No.’s 6/2007 – Customs &amp; 7/2207 – Customs dated 22<sup>nd</sup> January 2007 regarding applicable Customs Duty on “Metro Rail Projects”.</p>
		The Contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. He shall submit copies of acknowledgements evidencing filling of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc, of the Contractor’s in respect thereof, which may arise.
12	<b>(Clause 15.1.2 of GCC) Registration certificate under Kerala VAT Act</b>	The Contractor shall provide a valid registration certificate and clearance certificate under Kerala VAT Act in absence of which no payment including release of any advance shall be made by the Employer to the Contractor.

13	<p><b>Sub-clause 1.4.1</b>  <b>Governing Law</b>  <b>CHANGES IN COST DUE TO LEGISLATION</b></p>	<p><b>CHANGES IN COST DUE TO LEGISLATION:</b></p> <p>“Change in Law” means the occurrence or coming into force of any of the following, at any time after the Date of submission of tender.</p> <ol style="list-style-type: none"> <li>1. any new tax which is imposed after the due date of submission of tender and which impacts the performance of the Contractor with increased cost or which results in extra financial gains to the Contractor due to decreased cost in execution of Works</li> <li>2. change in any law pertaining to work having the above said impact</li> </ol> <p>Then such additional or reduced cost shall be certified by the Engineer after examining records provided by the Contractor and shall be paid by or credited to the Employer.</p> <p>However change in the rate of any existing tax will not be considered a Change in Law. Any risk of change of tax rate whatsoever related to the work lies with the Contractor.</p> <p>Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if,</p> <ol style="list-style-type: none"> <li>(a) the same shall have been reflected in the indexing of any of the inputs to the Price Adjustment Formula in accordance with the provisions of Clause 13.0 of “General Conditions of Contract”, or</li> <li>(b) the same shall have been taken into account under any other clause of the Contract.</li> <li>(c) In case Price Variation formula based on Reserve Bank of India indices is proposed to be adopted, no addition/reduction in cost due to Change in Law will be allowed.</li> </ol>
14	<p><b>Sub-clause 4.20</b>  <b>Right of Ways and facilities,</b>  <b>4.21 Avoidance of Interference and Safety of Public and</b>  <b>4.32 Extraordinary Traffic</b></p>	<p>Existing roads and other public roads may be used by the Contractor at his risk and cost to carry out construction activities, with prior approval of the competent authority.</p> <p>The Contractor’s heavy construction traffic or tracked equipment shall not travel on any public road or bridge, unless the Contractor has made arrangements with the authority concerned and has obtained the approval of the Engineer to such arrangements. The Contractor shall include in his price the cost of strengthening any such public road or bridge if he considers it would be necessary</p> <p>The Contractor shall repair any damage to the road or bear the cost thereof due to movement of contractor’s plants and equipment, vehicles etc. to the specifications and satisfaction of road authorities as well as of Engineer.</p> <p>The Contractor shall plan transportation of construction materials to work site in accordance with traffic regulations enforced by local traffic authorities from time to time and in such a way that road accidents are</p>

		<p>avoided.</p> <p>No claim whatsoever shall be entertained on this account. The transportation of certain equipments and materials and launching may not be possible during day and may have to be carried out within time schedule specified by traffic police.</p> <p>No extra payment will be made for construction and maintenance of temporary haul roads if any needed including any special protection or strengthening required and all cost of such works shall be deemed to have been included in the costs of items in Bill of Quantities.</p>
15	<b>Sub-clause 8.4 Working Hours</b>	<p>Lighting and Fire Protection: Where night working is permitted by the Engineer to facilitate the Contractor's Work operations, temporary lighting equipment as per approved layout shall be provided, installed, maintained for the duration of the contract and removed after completion of work by and at the expense of the Contractor.</p> <p>The Contractor shall provide and maintain adequate fire fighting equipment and take adequate fire precautions for the safety of all personnel and temporary and permanent works and shall take action to prevent damage to or destruction by fire of trees, shrubs and grasses.</p> <p>No extra payment will be made to the Contractor for the provision of temporary lighting and fire prevention measures.</p>
16	<b>15.4 and 15.5 Deductions</b>	<p>Following deductions shall be made separately every month from the Contractor's on account bills, final bills and other payments as follows:</p> <ol style="list-style-type: none"> <li>a. Amount due for recovery on account of hire charges of Employer's Machinery and other facilities (if provided) as also for other services and electricity charges and expenditure, if any, incurred by the Employer on Contractor's behalf on labour, materials and equipment which may become due from the Contractor as per terms of this contract as well as under any other prevailing laws will be recovered from the payments to the Contractor as and when due.</li> </ol> <p>Deduction towards Income Tax, and any other tax will be made at source from each on-account progress bill by the Employer as may be directed by Income-Tax Department and other statutory or as provided in statute, relevant acts, rules and circulars and directions issued there under.</p>
17	<b>Sub-clause 10.2 Programme of Work</b>	<p>The Contractor shall prepare and submit his detailed Programme of Work within 28 days from the date of Issue of Letter of Acceptance so as to achieve key dates of various activities. The Contractor shall complete the work in a phased manner fixing priorities to the different stretches of the work to give access to other interfacing contracts as per the requirement of project from time to time &amp; as per the key dates/milestones indicated IN Employer's Requirements, Appendix 2.</p>

		<p><b>Liquidated Damages (LD)</b></p> <p>Liquidated Damages for not achieving key-dates will be levied separately and it shall be Rs 50000 (fifty thousand) per day for each Key-dates.</p> <p>This liquidated damages shall not relieve the contractor from his obligation to complete the Works or from any other of his obligations and liabilities under the Contract.</p> <p>These penalties shall be in addition to the liquidated damages as mentioned in Sub-Clause 10.8 of General Conditions of Contract.</p> <p>The Contractor shall co-ordinate his programme to the extent feasible with the programmes of other contractors to be engaged at the Site or in the vicinity of the Site as furnished by the Engineer so that the project can be completed in time as per the overall programme.</p>
18	<b>Sub-clause 12.4 Variation in Bills of Quantities</b>	Group of items mean all items covered in a Sub-head.
19	<b>Clause 15.0 Payment</b>	<p>19.1 The Contractor shall maintain complete records in respect of payments made for taxes, duties, octroi and other levies payable to various authorities and advise the Employer complete details of such payment every month</p> <p>These records shall remain open for inspection by the Employer or the Engineer at any time and shall be made available to them as and when required.</p> <p>19.2 In case, the Employer receives approval for exemption, refund, waiver or reimbursement in any of the taxes applicable to the Contract, including but not limited to the Central Excise Duty, Custom Duty, VAT in full or part thereof; the Contractor will be advised on the process to be followed to obtain such exemption/refund/reimbursement of such taxes etc. from the concerned authority. The Contractor shall arrange for the remittance of the refund so obtained to the Employer immediately. Alternatively the Employer at its discretion may require to tell the Contractor to submit all the documentary evidences of having paid the taxes for Employer to take the refund from statutory authorities. The Contractor will forthwith comply with any of the above requests of the Employer and in case of the failure of the Contractor, the amount of refund in picture shall be recovered by the Employer from the amounts due for payment to the Contractor or as debt due from the Contractor</p>
20	<b>10.2 programme of Works</b>	The Contractor shall submit to the Engineer each month a detailed list by trade classification, of manpower employed during the report period

		as also a list of all serviceable major items of construction plant and equipment on site.
21	<b>17.3.1 Definition of Defects Liability Period</b>	Defects Liability Period shall be as mentioned in Clause 1.2 (c) of 'Instructions to Tenderers'.
22	<b>Clause 13 Price Variation</b>	No Price variation shall be applicable.
23	<b>PROJECT MONITORING</b> <b>Clause 10.2 of General Conditions of Contract</b>	<p>Activities in the initial works programme would be arranged as per the Works Break Down Structure (WBS) of the work developed by the contractor in consultation with and approved by the Engineer.</p> <p>The contractor will prepare Construction Programme based on Computerized CPM network using the Precedence Diagramming Method within 30 days of award for approval as 'Baseline Programme' The base line program shall clearly reflect interface and access dates for other civil/ system-wide contracts.</p> <p>After the work has started, the Contractor shall deliver in the first week of every month to the Engineer an update of the Construction Programme showing changes, if any, in planning or progress scheduling and reflecting the progress of all the activities of the network and the project status as at the end of previous month.</p> <p>If the Contractor falls behind the approved Construction Programme by more than one month, he shall, within fourteen days of the date of such information, submit for approval, a revision of the construction programme showing the proposed measures, including augmentation of plant, labour and material resources to complete the works on time.</p> <p>Whenever the Contractor proposes to change the construction programme he shall immediately advise the Engineer in writing and, if the Engineer considers the change a major one, the Contractor shall submit a revised programme for approval.</p> <p><b>Detailed Network Plan (Works Programme)</b></p> <p>Detailed Network Plan shall be prepared by the Contractor for each and every activity within the same time frame and in the same sequence as indicated in the master network plan. Activity at this level shall not be more than 15 days duration, except for summary items like procurement/ mobilization etc.</p> <p>The Contractor shall select a PC-based broad planning and control software on which the two networks shall be implemented. Software selected shall be Microsoft Project, Version-2002 (MSP-2002) or higher version. If any other compatible software is used, approval of the Engineer will be required. The Contractor shall supply one original licensed copy of the software selected along with the Baseline program network and detailed network plan free of cost and load it on the PC</p>

		<p>system of the Engineer so that uniform monitoring of the project is done and any slippages are identified well in time and corrective action taken.</p> <p>The following reports, in agreed formats and frequency, shall be submitted by the Contractor at his own cost :</p> <ul style="list-style-type: none"> <li>(a) Progress Reports</li> <li>(b) Material Status Reports</li> <li>(c) Equipment and Manpower Development Reports</li> <li>(d) Inspection and Testing Report</li> </ul> <p>Any other Report desired by the Employer or the Engineer</p> <p>The Engineer's monitoring team will have access to all the data/information of the Contractor, required for the assessment of the progress and monitoring. If necessary, the monitoring team will visit the Vendor/Contractor's works in order to assess the status of critical activities.</p> <p>Periodic Project Status Review Meetings will be held by the Employer or the Engineer. The Contractor shall depute his Engineers/Managers at appropriate level as decided by the Engineer to attend the Review Meetings.</p> <p>Progress photographs of the major events shall be submitted by the Contractor along with the Progress Reports.</p> <p>The Contractor shall provide additional inputs whenever the PERT-CPM diagram indicates a possible slippage in the completion schedule. Such additional inputs may require supplementing of equipment, personnel, work in excess of the normal work per day, work in excess of the normal work per week or other resources. Provisions under Sub-Clause 10.6.2 and 10.8.1 of General Conditions of Contract will be applicable in cases of delays due to Contractor.</p>
24	<p><b>Clause 4.35</b> <b>Progress reports</b></p> <p><b>CASH FLOW ESTIMATE</b></p>	<p>The Contractor shall furnish to the Engineer the detailed cash flow estimate in respect of the works within 1 month of the award of the Contract. This shall be up-dated and submitted every three (3) months thereafter till the completion of the works.</p>
25	<p><b>Clause 4.3 of GCC</b> <b>Contractor's Obligation towards Tax Laws</b></p>	<p>The Contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. He shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the Contractor in respect thereof which may arise.</p>

26	<p><b>Clause 15.4 of GCC</b> <b>Stage Payment</b></p>	<p>In item rate contracts, in cases of delay (to be decided by the Engineer) in the installation and commissioning of equipment/ components brought to site by the Contractor including items like prefabricated stainless steel items, prepolished &amp; machine cut stone items, trusses, roofings, pre-engineered buildings and other similar items of item rate contracts, for reasons beyond his control, the Engineer, after recording the reasons, may release part payment to the Contractor equal to the cost of equipment/ components brought to the site subject to maximum of 80% of payable rate of the BOQ item. Such payment is to be treated as stage payment i.e. payment for part of the BOQ item having been completed by him. Necessary indemnity bond (in form prescribed in agreement) equal to the amount of payment released will be taken from the Contractor to safeguard the interest of the DMRC. Also while releasing such stage payment, declaration from the contractor about his total responsibility from the commissioning of the component/ equipments will be taken and in case of any failure on the part of the contractor on this account, it will be considered as the work being left incomplete by the Contractor and action as per the conditions of the contract will be taken Any such stage payment shall be limited to one month's requirements of the Contractor as decided by the Engineer.</p>
27	<p><b>Clause 7.0</b> <b>DMRC Labour</b> <b>Welfare Fund Rules</b></p>	<p><b>1. TITLE &amp; COMMENCEMENTS</b></p> <p>These rules shall be called DMRC Labour Welfare Fund Rules and came into force from 1.06.2003.</p> <p>These rules are applicable to all contracts executed by DMRC at all locations including maintenance contracts.</p> <p><b>2. OBJECTIVES OF THE FUND</b></p> <p>The objectives of the fund are as follows: -</p> <ul style="list-style-type: none"> <li>i) The compensation paid as per statutory laws is inadequate in case of more dependents to the deceased. Hence there is a genuine need to further compensate the family through additional schemes.</li> <li>ii) The widow and children of the deceased worker shall be given additional monetary assistance for upbringing of the children on a case-to-case basis wherever required.</li> <li>iii) In case if the children become orphans, their upkeep and educational requirements should be met from the fund till one of the children becomes major and is gainfully employed.</li> <li>iv) If the deceased is having no children or unmarried and is the only supporting member to the elderly parents / sisters / brothers, they should be adequately compensated.</li> <li>v) If any worker dies wherein compensation is not possible by general rules of contract the dependents of the deceased shall be compensated on humanitarian grounds.</li> </ul>

		<p><b>Note :</b></p> <ul style="list-style-type: none"> <li>i. Any payments made from the DMRC Labour Welfare Fund to the widow or children or other dependents of the deceased worker are outside the payments to be made by the contractor under the statutory laws of the country</li> <li>ii. As this fund is to further supplement the financial aid to workmen the definition of duty shall be looked into in its broader perspective and as per the general observations made by courts in such cases from time to time apply.</li> </ul> <p><b>3. SOURCES OF THE FUND</b></p> <ul style="list-style-type: none"> <li>a) A contractor shall remit a minimum amount of Rs. 1 lakh against every case of death or total incapacitation due to an accident happened during duty of workmen and DMRC would also contribute a matching amount.</li> <li>b) All penalties levied towards unsafe acts like bentonite splash, improper barricades, unsafe site conditions, usage of unsafe equipments, non-usage of PPEs etc shall be transferred to this fund.</li> <li>c) The minimum payment of Rs. 1,00,000 for every death / incapacitation by the contractor is outside the payments to be made under statutory laws of the country. Additional contribution over and above Rs. 1,00,000/- can be made by contractors and sub-contractors to strengthen the scheme.</li> </ul> <p><b>4. MANAGEMENT OF THE FUND</b></p> <p>The fund shall be managed and administered by the following two committees.</p> <p>The Standing Committee and Case to case committee consists of following:</p> <p><b>4.1.1 Standing Committee</b></p> <ul style="list-style-type: none"> <li>1. Director (Finance) – Chairman</li> <li>2. Executive Director (HR)</li> <li>3. Dy. Chief Safety Officer – Jt. Secretary</li> <li>4. DGM/F – Member</li> <li>5. GM (O&amp;M) - Member</li> <li>6. CPM of major project work in any year – Member</li> <li>7. Chief Legal Officer – Member</li> <li>8. Contractor's Representative (Major works in any particular year)</li> <li>9. Any other representative considered necessary by MD</li> </ul> <p><b>4.1.2 Case to Case Committee</b></p>
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		<ol style="list-style-type: none"> <li>1. Director (Finance) - Chairman</li> <li>2. Dy. Chief Safety Officer - Secretary</li> <li>3. DGM (R&amp;T) – Member</li> <li>4. DGM/F – Member</li> <li>5. Chief Legal Officer - Member</li> <li>6. Dy. Chief Engineer / Dy. General Manager - Member</li> <li>7. Contractor's Representative – Member</li> </ol> <p>4.2 The above are the Standard Committee and Case-to-case sub-committee. However, the Managing Director may at his discretion change the above constitution.</p> <p><b>5. ADMINISTRATION OF FUND</b></p> <p><b>1) Fund Management including source of fund and investment of fund</b></p> <p>Sourcing and management of fund for the various activities shall be decided by the Standing Committee at the beginning of each financial year.</p> <p>Any reallocation during the year, if necessitated, will also be decided by the Standing Committee.</p> <p><b>2) <u>Compensation to individual cases</u></b></p> <p>Regarding payments to death/incapacitation, the general procedure to be adopted is as follows:</p> <ol style="list-style-type: none"> <li>i) A token amount of Rs. 25,000 from contractor's contribution and additional Rs. 25,000 from DMRC's side totaling to Rs. 50,000/- may be paid to all cases. This amount of Rs. 50,000/- should be paid to the legal heir of the deceased immediately on confirmation of the death.</li> <li>ii) For additional compensation the judgment given under workmen compensation award may be considered as a reference. Depending upon the no. of dependents their age, education and other family background the decision can be made on case-to-case basis. Money shall be deposited on a fixed deposit and the monthly interest can only be made available to dependents on a proportionate basis. The amount and period of deposit for each dependent may be decided on a case-to-case basis.</li> <li>iii) For cases of unmarried workmen or married workmen without any children where the deceased is <u>not the only supporting member</u> to the elderly living parents, sisters or brothers <u>no further payment</u> is admissible under the fund.</li> <li>iv) For all cases the total compensation amount paid including DMRC labour Welfare Fund amount, should not exceed Rs. 7</li> </ol>
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		<p style="text-align: center;">Lakhs (Rs. Seven Lakhs) per case</p> <p><b>6. ACCOUNTS OF THE FUND</b></p> <p>The accounts of the fund shall be maintained separately in appropriate form by a nominated Officer of the Accounts Department, who will be the Accounts Officer to the fund. Disbursements from the fund shall be made on the recommendation of the above-nominated Committee. Periodical statement of accounts shall be prepared by the nominated Accounts Officer and put up to the Managing Director with the approval of the Committee.</p> <p><b>7. BANKERS</b></p> <p>An Account shall be opened in a nationalized bank in the name of “DMRC LABOUR WELFARE FUND A/c”. All cheques for disbursement shall be signed jointly by the Chairman and the nominated Accounts officer as mentioned in Item 6 above.</p> <p><b>8. AUDIT</b></p> <p>The accounts of the fund shall be audited annually by an Auditor appointed by the Committee.</p> <p><b>9. GENERAL</b></p> <p>i) In case of death due to accident, the immediate relative of the deceased should be given an ex-gratia payment by the contractor to take care of funeral and other related expenses.</p> <p>ii) The contractor should also provide employment to one of the dependents of the deceased under the ongoing contract, if the family of the deceased has no other means of livelihood and the family was dependent on the income of the deceased.</p> <p>iii) In case of any major accident, an enquiry must be ordered by the Head of Project / Department of DMRC within 24 hours and report made available to the Committee within 72 hours. Dy. CSO to be the nodal officer and permanent member in all such committees. In addition the enquiry committee should consist of one officer from DMRC and one from contractor’s side.</p> <p>iv) All decisions taken by a majority shall prevail. However, the Managing Director is competent to alter, modify or cancel any decision taken by the Committee.</p>
28	<b>Sub-clause 4.16 SECURITY</b>	4.1 Security arrangements for the work shall be in accordance with with general requirements and the Contractor shall conform to such requirements and shall be held responsible for the action

	<p><b>MEASURES.</b></p>	<p>or inaction on the part of his staff, employees and the staff and employees of his sub contractors.</p> <p>4.2. Contractor's as well as Sub contractor's employees and representatives shall wear identification Badges (cards), uniforms, helmets, gum boots &amp; other safety/protection wear as directed by Engineer, and to be provided by the Contractor. Badges shall identify the Contractor and show the employee's name &amp; number and shall be worn at all times while at site.</p>
		<p><b>4.3 SECURITY</b></p> <p>(1) The Contractor shall be responsible for the security of the Site for the full time the Site is in its possession. The Contractor shall set up and operate a system whereby only those persons entitled to be on the Site could enter the Site. To this end, the Contractor shall with the consent of Engineer provide the specific points only at which entry through the security fence can be affected, and shall provide gates and banners at such points of entry and maintain a twenty four (24) hours security guard. The Contractor shall also arrange for such other security personnel and patrols elsewhere as may be necessary to maintain security.</p> <p>(2) The Contractor shall maintain all site boundary fences in first class condition, and shall so arrange site boundary fences and security measures that the drainage arrangement is not affected. Notices shall be displayed at intervals around the Site to warn the public of the dangers of entering the Site.</p> <p>(3) During the progress of the Works the Contractor shall maintain such additional security patrols over the areas of the Works as may be necessary to protect its own and its sub-contractor's work and equipment. The contractor shall co-ordinate and plan the security of both the work under this Contract and the work of others engaged in adjacent and interfacing contractors and requiring access to the site.</p> <p>(4) In order to operate such a security system it will be necessary to institute the issue of unique passes to personnel and vehicles entitled to be on the Site, system of separately identifiable according to the shifts being worked on Site. The Contractor shall at the outset determine, together with the Engineer, a system including the design of passes to suit the requirements of the foregoing and to suit the methods of work to be adopted by the Contractor. The Contractor shall at all times</p>

		<p>ensure that the Engineer has an up to date list of all persons entitled to be on the Site at any time. The Contractor shall also introduce a system for issue of passes to any outsider or person/vehicles belonging to agencies other than Employer/Engineer who may have to visit the site in connection with work.</p> <p>(5) The Contractor shall liaise with the Designated Contractors and the contractors responsible for the adjacent and other interfacing contracts and ensures that coordinated security procedures are operated, in particular in respect of vehicles permitted to pass through the Site and/or the adjacent sites.</p> <p>(6) Security and checking arrangements, as felt necessary shall be provided with advice and help of the Police.</p> <p>2.3. All vehicles used by the Contractor shall be clearly marked with the Contractor's name or identification mark.</p> <p>2.4. The Contractor shall be responsible for security of works for the duration of the contract and shall provide and maintain continuously adequate security personnel to fulfill these obligations. The requirements of security measures shall include, but not to be limited to maintenance of Law and order at site, provision of all lighting, guard, flagmen and all other measures necessary for protection of works within the colonies, camps and elsewhere at site, all materials delivered to the site and all persons employed in connection with the works continuously throughout working and non-working periods including nights, Sundays and holidays, for the duration of the Contract. However, at work sites in close proximity of traffic corridors where public and traffic are likely to come close to the work area, suitable barricading as directed by Engineer shall be provided.</p> <p>2.5. Separate payment for provision of security services will not be made and deemed to be included in the item of Bill of Quantities.</p>
29	<b>Clause 14 ADVANCES</b>	All advances mentioned in GCC clause 14 are payable in this contract as per the terms & conditions of GCC subject to the provisions provided below :
	<b>Sub clause 14.1 Mobilization Advance</b>	<b>The mobilization advance as per clause 14.1 shall be paid in a single installment upto 5% of the original contract value when the contract becomes effective.</b>
	<b>Sub clause 14.2 Advance against Plant &amp; machinery</b>	<b>Advance against GCC Clause No. 14.2 (Advance against Plant &amp; Machinery) is not payable in this contract.</b>

<p>30</p>	<p><b>Additional Clause</b></p>	<p><b>30.1 DRAWINGS FOR PERMANENT WORKS</b></p> <p>30.1.1. For guidance of the bidder, drawings as listed, are enclosed with the tender documents. These drawings are broadly indicative of the work to be carried out. These drawings are not “Construction Drawings” and details indicated therein are for general guidance only and shall be modified by the Engineer, to incorporate additional details as per design, and as described in the Specifications and the Schedule of Quantities.</p> <p>No claim whatsoever shall be admissible on account of any changes that may be introduced by the Engineer.</p> <p>30.1.2. The “Good for Construction” drawings which shall be issued to the Contractor by the Engineer after the award of work, shall delineate the extent of work to be done by the Contractor.</p> <p>30.1.2 No deviation shall be made from these drawings without a written authorization from the Engineer.</p> <p><b>30.2 DESIGN, DRWINGS BY CONTRACTOR</b></p> <p>30.2.1. Shop drawings by Contractor.</p> <p>(a) Based on “Good for Construction drawings issued by the Engineer the Contractor shall prepare shop/fabrication drawings to scale as specified, indicating the required details. The shop drawings shall be prepared before execution of work, after taking actual site dimensions and all existing and proposed services/structures etc.</p> <p>(b) Shop drawings submitted by the Contractor shall be detailed sufficiently to indicate the type, size, arrangement, breakdown for packing and shipment, the external connections, fixing arrangements required, the dimensions required for installation and interconnections with other equipment and materials, clearances and spaces required between various portions and any other information specifically called for.</p> <p>(c) All reference points shall be in relation to the levels and locations, given in the Architectural and Services drawings duly cross-checked on site and confirmed. All locations and levels should be indicated with respect to grid and reduced levels with respect to the Bench Mark adopted for the Project and indicated in the drawings issued by the Engineer.</p> <p>(d) The Contractor shall verify the dimensions of all the necessary structural, architectural, Mechanical, Electrical &amp; Plumbing (MEP) Services and other elements, relevant to the system being done, before proceeding with the preparation of the shop drawings and proceeding with the physical work at site and</p>
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		<p>make suitable adjustments to accommodate within the spaces available.</p> <p>(e) The Contractor shall submit all drawings only after they have been duly detailed, checked and verified within the Contractor's organization ensuring that the details and data shown/furnished on the drawings are correct and that the requirements of other disciplines have been taken care. The names and complete signatures of the Contractor's personnel responsible for the drawings shall be contained on each drawing. Any drawing which does not contain the above names and signature's shall be summarily returned to the Contractor and treated as not having been submitted.</p> <p>(f) The drawings submitted for approval shall be in any one of the standard sizes – AO, A1, A2, A3 or A4, in accordance with Indian standards.</p> <p>(g) All drawings shall show the following particulars in the lower right hand corner in addition to the Contractor's name.</p> <ul style="list-style-type: none"> <li>➤ Name of the Owner.</li> <li>➤ Project Title.</li> <li>➤ Contract No.</li> <li>➤ Title of Drawing.</li> <li>➤ Scale.</li> <li>➤ Date of Drawing.</li> <li>➤ Contractor's Drawing Number.</li> <li>➤ Space for the Engineer's drawing number.</li> <li>➤ Name of the Engineer.</li> <li>➤ Name of Review Consultant.</li> <li>➤ This drawing is based on Drawing No(s).</li> <li>➤ Further detail is given on Drawing No(s).</li> </ul> <p>(h) Each drawing shall carry a revision number, date of revision and brief details of revisions carried out. Whenever any revision is carried out, the revision number must be updated. The revisions carried out on the drawing shall be clearly marked by clouding and each cloud revision numbered by marking the revision number in triangle. The clouding shall be done on the backside of the tracing by pencil.</p> <p>(i) All dimensions on drawings shall be metric units, unless otherwise specified. However, all levels shall be in meters.</p> <p>(j) All shop drawings shall be prepared on CADD using AutoCAD</p>
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		<p>release 2007.</p> <p><b>30.2.2 Revision of approved shop drawings.</b></p> <p>If, at any time before the completion of the work, changes are made necessitating revision of approved shop drawings, the Contractor shall make such revisions and proceed in the same manner and observe procedure for obtaining approval of the Engineer as for the approval of the original shop drawings.</p> <p><b>30.2.3 Documents by Contractor.</b></p> <p>The contractor shall submit to the Engineer, for approval, quality Assurance plants, design calculations, material specifications for each item and system, samples, as may be called for in the Specifications or as the Engineer may reasonably require. Wherever necessary the Contractor shall provide as built dimensions to facilitate proper Good for Construction drawings being prepared for various construction detailing.</p> <p><b>30.2.4 Number of Copies of Shop drawings and documents.</b></p> <p>All shop drawings, documents, schedules etc. and revisions thereof shall be submitted by the Contractor to the Engineer in 6 copies as per the requirement of the Engineer. Copies required in excess of these shall be paid for by the Engineer at a reasonable amount to cover the Contractor's overheads associated therewith.</p> <p><b>30.2.5 Completion Drawings.</b></p> <p>On completion of the work in all respects, the contractor shall submit the following:</p> <ul style="list-style-type: none"><li>➤ Four number portfolios (300 mm x 450 mm) each containing complete set of drawings on approved scale indicating the work "As Built" Each portfolio shall also contain technical literature.</li></ul> <p>These drawings shall be prepared on CAD using Auto-Cad release 2007 and shall be recorded on floppies/CDs and one set of these floppies/CDs shall also be submitted.</p> <ul style="list-style-type: none"><li>➤ Four sets of catalogues of all manufactured materials with the name and addresses of the manufacturers for all equipment provided by him.</li><li>➤ The Contractor shall also submit one original "As Built" drawings on polyester film.</li></ul> <p>The Certificate of Completion of Works as per the provisions of Clause 17.1 of General Conditions of Contract shall not be issued by the Engineer in the event of Contractor's failure to furnish aforesaid "as-constructed" drawings for the entire works.</p>
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		<p><b>30.9 DAMAGE AND INTERFERENCE.</b></p> <p>(1) Work shall be carried out in such a manner that there is no damage to or interference with:</p> <ul style="list-style-type: none"><li>(a) Watercourses or drainage systems;</li><li>(b) Utilities;</li><li>(c) Structures (including foundations), roads, including street fixtures, or other properties.</li><li>(d) Public or private vehicular or pedestrian access;</li><li>(e) Monuments, graves or burial grounds other than the extent that is necessary for them to be removed or diverted to permit the execution of the Works. Heritage structures shall not be damaged or disfigures on any account. The Contractor shall inform the Engineer as soon as practicable of any items which are not stated in the Contract to be removed or diverted but which the Contractor considers necessary to be removed or diverted to enable the Works to be carried out. Such items shall not be removed or diverted until the consent of the Engineer to such removal or diversion has been obtained.</li></ul> <p>(2) Items which are damaged or interfered with as a result of the Works and items which are removed to enable the Works to be carried out shall be reinstated to the satisfaction of the Engineer and to at least the same condition as existed before the Work started. Any claims by Utility Agencies due to damage of utilities by the Contractor shall be borne by the Contractor.</p> <p><b>30.10 STRUCTURES, ROADS AND OTHER PROPERTIES</b></p> <p>(1) The Contractor shall immediately inform the Engineer of any damage to structures, roads or other properties.</p> <p><b>30.11 ACCESS</b></p> <p>(1) Alternative access shall be provided to all premises if interference with the existing access, public or private is necessary to enable the Works to be carried out. The arrangements for the alternative access shall be as agreed by the Engineer and the concerned agency. Unless agreed otherwise, the permanent access shall be reinstated as soon as practicable after the work is complete and the alternative access shall be removed immediately it is no longer required, and the ground surfaces reinstated to the satisfaction of the Engineer. Proper signage and guidance shall be provided for the traffic/users regarding diversions.</p> <p><b>30.12 PROTECTION OF THE ADJACENT STRUCTURES AND WORKS</b></p> <p>(1) The Contractor shall take all necessary precautions to</p>
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		<p>protect the structures or works being carried out by others adjacent to and, for the time being within the Site from the effects of vibrations, undermining and any other earth movements or the diversion of water flow arising from its work.</p>
		<p><b>30.13 WORK BY PERSONS OTHER THAN THE CONTRACTOR</b></p> <p>If the contract fails to demonstrate to the satisfaction of Engineer that they will be able to achieve a specified key date(s)/ Date of completion under the contract, the engineer may give the contractor 14 days notice in writing to expedite such work immediately so as to achieve the key date(s) / date of completion. If the contractor fails to comply with such notice, the Employer in his sole discretion, shall be entitled to carry out such parts of work as is necessary to achieve the key date(s)/ date of completion by his own workmen or by other contractor without prejudice to any other right or remedy. All additional expenditures properly incurred by the Employer in having such works executed shall be recoverable by the Employer from the contractor, provided that the Engineer shall be soon practicable after taking such decision, notify the contractor thereof in writing of the amount of expenditure to be incurred as a results of getting such part of works executed through their own workman or through other agency.</p> <p><b>30.14 Training of Contractor’s Employees/ Staff/ Workers</b></p> <p>Contractor shall provide a training/ workshop on Safety, Health &amp; Environment (SHE) to all its workers/ staff/ employees sub contractors of at least 2 weeks (96 hrs.) at the time of induction. Before posting any of his workers/ staff/ employees/sub contractors, the contractor shall give a certificate that the said person had undergone the requisite SHE training. Non compliance of the above will invoke penalties as per conditions of contract on SHE, Vol.-8 of Tender Document.</p>
<p><b>31.0</b></p>	<p><b>Sub Clause 8.7</b></p>	<p>The violation of Labour Laws viz. Contract Labour (Regulation &amp; Abolition) Act, 1970 &amp; Central Rules, 1971 made there under or other applicable Labour Laws under the jurisdiction shall attract following penalties in addition to the penalties imposed by Statutory Authorities in terms of applicable Act/Rules :-</p>

		<table border="1"> <tr> <td data-bbox="586 170 649 268">a)</td> <td data-bbox="649 170 893 268">Delay in payment of dues to any workmen</td> <td data-bbox="893 170 925 268">:</td> <td data-bbox="925 170 1385 268">₹100/- per day per workman.</td> </tr> <tr> <td data-bbox="586 268 649 422">b)</td> <td data-bbox="649 268 893 422">Making payment in the absence of Principal Employer's representative deputed by Engineer</td> <td data-bbox="893 268 925 422">:</td> <td data-bbox="925 268 1385 422">₹10,000/- for each violation date.</td> </tr> <tr> <td data-bbox="586 422 649 688">c)</td> <td data-bbox="649 422 893 688">Not maintaining the labour facilities like canteen, urinals etc. in proper hygienic conditions, to the entire satisfaction of Employer/Engineer or their representative</td> <td data-bbox="893 422 925 688">:</td> <td data-bbox="925 422 1385 688">₹10,000/- for the day of inspection and ₹2000/- per day for subsequent day(s) till facilities are restored to the satisfaction of Employer/Engineer or his/her representative under the contract.</td> </tr> <tr> <td data-bbox="586 688 649 800">d)</td> <td data-bbox="649 688 893 800">Not providing the medical facilities to workmen as per contract provisions</td> <td data-bbox="893 688 925 800">:</td> <td data-bbox="925 688 1385 800">₹1000/- per day.</td> </tr> <tr> <td data-bbox="586 800 649 1010">e)</td> <td data-bbox="649 800 893 1010">Non-compliance(s) of any other provision of labour laws, pointed out by Employer/Engineer or their representative</td> <td data-bbox="893 800 925 1010">:</td> <td data-bbox="925 800 1385 1010">₹5000/- for each non-compliance Informed in writing, under the contract.</td> </tr> </table> <p>The decision of Engineer with regard to the merits of imposition of penalty, determination of non-compliance and amount of penalty shall be final and binding on Contractor. The 'Contract' under this sub-clause shall include any workmen employed by contractor working within premises of Works at Employer's establishment whether directly or through Sub-Contractor etc.</p>	a)	Delay in payment of dues to any workmen	:	₹100/- per day per workman.	b)	Making payment in the absence of Principal Employer's representative deputed by Engineer	:	₹10,000/- for each violation date.	c)	Not maintaining the labour facilities like canteen, urinals etc. in proper hygienic conditions, to the entire satisfaction of Employer/Engineer or their representative	:	₹10,000/- for the day of inspection and ₹2000/- per day for subsequent day(s) till facilities are restored to the satisfaction of Employer/Engineer or his/her representative under the contract.	d)	Not providing the medical facilities to workmen as per contract provisions	:	₹1000/- per day.	e)	Non-compliance(s) of any other provision of labour laws, pointed out by Employer/Engineer or their representative	:	₹5000/- for each non-compliance Informed in writing, under the contract.
a)	Delay in payment of dues to any workmen	:	₹100/- per day per workman.																			
b)	Making payment in the absence of Principal Employer's representative deputed by Engineer	:	₹10,000/- for each violation date.																			
c)	Not maintaining the labour facilities like canteen, urinals etc. in proper hygienic conditions, to the entire satisfaction of Employer/Engineer or their representative	:	₹10,000/- for the day of inspection and ₹2000/- per day for subsequent day(s) till facilities are restored to the satisfaction of Employer/Engineer or his/her representative under the contract.																			
d)	Not providing the medical facilities to workmen as per contract provisions	:	₹1000/- per day.																			
e)	Non-compliance(s) of any other provision of labour laws, pointed out by Employer/Engineer or their representative	:	₹5000/- for each non-compliance Informed in writing, under the contract.																			
32.0	<p><b>Clause 14.7</b>  <b>Method of interest calculation in case of delay in repayment of advances</b></p>	<p><b>INTEREST IN CASE OF DELAY IN REPAYMENT OF ADVANCES</b></p> <p>Should there be any delay in progress and completion of work, as a result of which it is not possible to recover the advance and interest thereon, before the original date of completion stipulated in the contract, then the interest to be charged from the contractor on the remaining portion of advance beyond the completion date specified in the contract, shall be 2% above State Bank of India prime lending Rate or 10% whichever is higher.</p> <p>The interest will be calculated from the first day of the month in which an advance is paid to the contractor and it will be calculated upto the last day of the month in which the recovery is made. Interest for the month would be calculated on the month principal outstanding on the first day on the month.</p>																				

<p>33.0</p>	<p><b>Clause 12.0</b></p>	<p>(A) In case Engineer introduces an item for which the Contract does not contain any rates or prices applicable to the varied Works, the rate of such items shall be derived, wherever possible, from rate for similar items available in the Bill of Quantities of the accepted Tender. In case this is not possible, the rate may be decided on the following basis:</p> <ul style="list-style-type: none"> <li>i) Cost of Materials at current market rates, as actually utilised in the final finished Permanent Works, including a reasonable percentage for wastage and transportation.</li> <li>ii) Cost of enabling Works if any (unless provided for separately) worked out on the above basis but with less stringent quality Specifications minus salvage value of serviceable material released after completion of work and cost of material released as scrap.</li> <li>iii) Cost of labour actually used at the site of work at rates under Payment of Minimum Wages Act for the area of work for each category of worker, further enhanced by a percentage of 30% of the aforesaid rates to account for labour not directly utilised at Site and other ancillary and incidental expenses on labour.</li> <li>iv) Hire charges for Plant &amp; Machinery, scaffolding, shuttering, forms, etc., required to be used at the site of the work. The tools used by various trades shall not be counted as Plant &amp; Machinery for this purpose.</li> <li>v) An amount of 20% of items (i), (ii), (iii) and (iv) above, to allow for Contractor's overheads, taxes, and profits. This percentage shall also apply to estimated cost of Materials supplied free to the Contractor.</li> <li>vi) In all cases where extra items of work are involved, for which there are no rates in the accepted Bill of Quantities, the Contractor shall give a notice to the Engineer, of at least 7 days before the need for their execution arises.</li> </ul> <p>(B) In the event of disagreement in respect of (A) above, the Engineer shall fix such rates or prices as are, in his opinion appropriate and shall notify the Contractor accordingly, with a copy to the Employer. Until such time as rates or prices are agreed or fixed, the Engineer shall determine provisional rates or prices to enable on account payments to the Contractor. Alternatively, in the event of disagreement, the Contractor shall have no claim to be executed with the responsibility of execution of extra quantities/ new items, and the Engineer shall be free to get such additional</p>
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		<p>quantities beyond 25% and or new items executed through any agency. However, if the Engineer or the Employer so directs the Contractor shall be bound to carry out any such additional quantities beyond the limits stated above original quantities and or new items and the disagreement or the difference regarding rates to be paid for the same, shall be settled in the manner laid down under the conditions for the settlement of dispute.</p> <p>(C) Daywork</p> <p>The Engineer may, if in his opinion it is necessary or desirable issue an instruction that any varied work or new item of work shall be executed on a daywork basis. The Contractor shall be then paid for such item based on the actual expenditure made on daily basis under the terms set out in daywork schedule included in the Contract and at the rates and prices affixed by him in the tender.</p> <p>The Contractor shall furnish such receipts or other vouchers as may be necessary to prove the amounts paid and before ordering Materials shall submit to the Engineer the quotations for the same for his approval The Contractor shall furnish to the Engineer or his representative, a daily list (with name, occupation and shift time) of all workmen deployed on the work, in duplicate for checking and approval. The Contractor shall submit to the Engineer a priced statement of labour, material, plant, etc., actually used on the work, together with the output of work at the end of each calendar month and / or as soon as the work is completed. The payment for the new item of work will be certified by the Engineer based on this submission of contractor.</p>
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