



**कार्यालय
अधिशाली अभियन्ता
पी०एम०जी०एस०वाई(सिं.ख.) रुद्रप्रयाग।**

पत्रांक:- 1130 / पी.एम.जी.एस.वाई. (सिं.ख.) रुद्रप्रयाग / सतेराखाल

दिनांक 22/07/2021

सेवा में,

उप वन संरक्षक,
वन प्रभाग रुद्रप्रयाग,
जनपद रुद्रप्रयाग।

विषय:- जनपद रुद्रप्रयाग में पी०एम०जी०एस०वाई० के अन्तर्गत सन स्यूण्ड सतेराखाल मोटर मार्ग के निर्माण हेतु 0.958 है० वन भूमि हस्तान्तरण प्रस्ताव के सम्बन्ध में।

Proposal No.-FB/UK(ROAD)/119756/2021

सन्दर्भ:- आपका पत्रांक-2578/12-1(2)/दिनांक 29-06-2021

महोदय,

उपरोक्त विषयक सन्दर्भित पत्र के द्वारा विषयांकित मोटर मार्ग पर लगायी गयी आपत्तियों का निराकरण बिन्दुवार निम्नानुसार है।

1. उपरोक्त के सम्बन्ध में अवगत कराना है कि मोटर मार्ग का कार्य प्रारम्भ होने के पश्चात् से ही ठेकेदार को लगातार इस कार्यालय से पत्राचार के माध्यम से अवगत कराया जाता रहा है कि मोटर मार्ग पर किमी० 8.00 से 10.00 के मध्य वनभूमि की स्वीकृति के उपरान्त ही कार्य प्रारम्भ किया जाय। (पत्र की छाया प्रति संलग्न) किन्तु ठेकेदार द्वारा ग्रामीणों एवं जनप्रतिनिधियों के प्रभाव में आ कर उक्त वनभूमि पर कटिंग का कार्य किया गया।
2. मोटर मार्ग पर ठेकेदार द्वारा बिना विभागीय अधिकारियों के संज्ञान में लाये वनभूमि की कटिंग की गई है। विभागीय अधिकारियों द्वारा मौखिक व लिखित रूप से कई बार ठेकेदार को अवगत कराया गया था। उक्त कार्य ठेकेदार द्वारा अपने स्तर से कराया गया है, जिस हेतु कोई भी अधिकारी/कर्मचारी उत्तरदायी नहीं है।
3. इस सम्बन्ध में खण्ड द्वारा ठेकेदार पर की गई कार्यवाही की प्रति संलग्न है।
4. इस सम्बन्ध में अवगत कराना है कि उक्त मोटर मार्ग पर 1.00 किमी० की लम्बाई में वनभूमि पर आंशिक कार्य किया गया है।
5. उक्त के सम्बन्ध में आदेशों की प्रति, अनुबन्ध के शर्तों की प्रति तथा माप पुस्तिका एवं भुगतान किये गये बीजक की प्रति संलग्न है।
6. उक्त के सम्बन्ध में खण्ड/उपखण्ड द्वारा समय-समय पर कार्यस्थल का निरीक्षण किया गया जिसकी प्रति संलग्न है।

उपरोक्त के अतिरिक्त यह भी अवगत कराना है कि मोटर मार्ग 10.00 किमी० की लम्बाई में स्वीकृत है तथा तीन भागों में निर्मित किया जाना प्रस्तावित है। जिनमें पांच तरफ से कार्य किया जा सकता है। इसमें $(2300+1100+500) = 3900$ मीटर लम्बाई पूर्व से ही कटी है जिसमें विभाग द्वारा वर्तमान में केवल सुधारीकरण का कार्य किया जा रहा है। उपरोक्त के अतिरिक्त 1000मीटर लम्बाई में वनभूमि में ठेकेदार द्वारा आंशिक रूप से कटिंग की गयी है तथा अन्य भाग में ग्रामीणों के रास्ते का चौड़ीकरण किया गया है/प्रस्तावित है। ठेकेदार द्वारा वनभूमि में बिना सूचना व अन्य औपचारिकताओं के पूर्ण होने से पूर्व कटिंग कार्य किये जाने पर आपके रेंज कार्यालय में रेंज केस संख्या- 15/2020-21 दिनांक 08-11-2020 दर्ज है। खण्ड द्वारा वनभूमि में बिना सूचना के कार्य किये जाने हेतु ठेकेदार पर धनराशि रु० 207090.00 अर्धदण्ड के रूप में बीजक से काटी गयी है।

अतः सूचनार्थ प्रेषित।

संलग्न - उपरोक्तानुसार।

अधिशाली अभियन्ता
पी.एम.जी.एस.वाई. सिंचाई खण्ड,
रुद्रप्रयाग।

(1)

द्वेषभाव रहित/पंजीकृत



Ph. 01364-233981

कार्यालय अधिशाली अभियन्ता

पी०एम०जी०एस०वाई०, सिंचाई खण्ड, रुद्रप्रयाग

Email: eepmgsyrudraprayag@rediffmail.com

दिनांक: 17/05/2021

पत्रांक / पी०एम०जी०एस०वाई०सिंचाई खण्ड / सनस्यूण्ड सतेराखाल

सेवा में,

श्री विमल सिंह नेगी,
ग्राम- डांग, पो० अगरोरा,
जनपद पौड़ी गढ़वाल।

विषय :- सन्स्यूण्ड से सन्स्यूण्ड सतेराखाल मोटर मार्ग (अपग्रेडेशन) अन्तर्गत चल रहे कार्य की कार्ययोजना प्रस्तुत करने के सम्बन्ध में।

सन्दर्भ:- आपका पत्रांक शून्य दिनांक 15.05.2021

महोदय,

उपरोक्त विषयक अवगत कराना है कि आपके द्वारा अनुबन्ध संख्या-46/UT-10-04(UG)/XX/CE-URRDA/2020-2021 Dated 28-04-2020 के अन्तर्गत उक्त मोटर मार्ग पर अपग्रेडेशन के अन्तर्गत कार्य किया जा रहा है। अनुबन्ध के अनुसार कार्य प्रारम्भ की तिथि दिनांक 01.05.2020 एवं कार्य समाप्ति की तिथि 30.04.2021 है। उक्त मोटर मार्ग की लम्बाई 10.00 कि०मी० है जिसमें 3 भुजाएं हैं तथा उक्त तीनों भुजाओं पर पृथक-पृथक रूप से पांच तरफ से कार्य किया जा सकता है। मोटर मार्ग पर कुल 1.150 कि०मी० में ही वनभूमि क्षेत्र है तथा शेष लम्बाई 8.850 कि०मी० में एल०बी०आर/पगडण्डी (ग्रामीणों का पैदल मार्ग) पड़ता है। मोटर मार्ग पर आपके द्वारा लगभग 6.00 कि०मी० में चौड़ाई/(Widening) का कार्य तथा 1.00 कि०मी० में जी०एस०बी० का ही कार्य किया गया है तथा उक्त लम्बाई में ही जी०एस०बी०, पी०सी०, सुरक्षात्मक कार्य किया जा सकता है।

उपरोक्त सन्दर्भित पत्र में आपके द्वारा दिया गया कथन कि "वनभूमि की स्वीकृति न मिलने तक कार्य किया जाना सम्भव नहीं होगा", उचित प्रतीत नहीं होता। जबकि विभाग द्वारा उक्त मोटर मार्ग पर कार्य करने हेतु उचित दिशा-निर्देश समय-समय पर जारी किये जाते रहे हैं।

अतः आपको पुनः निर्देशित किया जाता है कि मोटर मार्ग पर शीघ्र अतिशीघ्र कार्य प्रारम्भ करना सुनिश्चित करें अन्यथा की स्थिति में अनुबन्ध को इसी स्तर पर अन्तिमीकरण हेतु प्रबल संस्तुति सहित अग्रसारित कर दिया जायेगा, जिसकी सम्पूर्ण जिम्मेदारी आपकी होगी।

अधिशाली अभियन्ता
पी०एम०जी०एस०वाई०(सि०ख०)
रुद्रप्रयाग।

पत्रांक : 730 / पी०एम०जी०एस०वाई०(सि०ख०) / तददिनांक

प्रतिलिपि निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित :-

1. अधीक्षण अभियन्ता, पी०एम०जी०एस०वाई० वृत्त, लो०नि०वि० गोपेश्वर (मु० गौचर) को सूचनार्थ प्रेषित।
2. सहायक अभियन्ता-चतुर्थ को इस आशय से प्रेषित है कि ठेकेदार से सम्पर्क कर कार्य प्रारम्भ करवाना सुनिश्चित करवाये तथा अधोहस्ताक्षरी को एक सप्ताह के तक अवगत कराये कि उक्त मोटर मार्ग पर कार्य प्रारम्भ हुआ है कि नहीं।

अधिशाली अभियन्ता
पी०एम०जी०एस०वाई० (सि०ख०),
रुद्रप्रयाग।

कार्यालय

सहायक अभियन्ता

पी०एम०जी०एस०वाई०,सिंचाई०खण्ड,रुद्रप्रयाग।

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पत्रांक १२१ /स०अ०-चतुर्थ/पी०एम०जी०एस०वाई०(सि०ख०)/

दि २८/१०/२०२०

सन्तान में

श्री विमल नेगी (जे०वी०)

ग्राम व पोस्ट अगरोडा,

जनपद पौड़ी गढ़वाल।

विषय:-

पी०एम०जी०एस०वाई० के अन्तर्गत सन स्यूण्ड सतेराखाल मोटर मार्ग के सम्बन्ध में।

महोदय,

उपरोक्त विषय के क्रम में अवगत कराना है कि आपके द्वारा उक्त मोटर मार्ग पर अपग्रेडेशन का कार्य किया जा रहा है। वर्तमान में उक्त मार्ग के सतेराखाल स्थान से थाला तक जाने वाले मार्ग पर वनभूमि आती है जिसके गठन की कार्यवाही गतिमान है। आपके द्वारा उक्त मार्ग पर बिना वनभूमि स्वीकृति के मार्ग निर्माण का कार्य प्रारम्भ कर दिया गया है।

अतः आपको निर्देशित किया जाता है कि उक्त मार्ग पर निर्माण कार्य वनभूमि की स्वीकृति प्राप्त होने तक तत्काल रूप से बन्द कर दें। अन्यथा की स्थिति में सम्पूर्ण जिम्मेदारी आपकी होगी।

सहायक अभियन्ता-चतुर्थ
पी०एम०जी०एस०वाई०(सि०ख०)
रुद्रप्रयाग।

पत्रांक १२१ /स०अ०/पी०एम०जी०एस०वाई०(सि०ख०)/

तददिनांक

प्रतिलिपि:- अधिशासी अभियन्ता, पी०एम०जी०एस०वाई० (सि०ख०) रुद्रप्रयाग को सूचनार्थ प्रेषित।

सहायक अभियन्ता-चतुर्थ
पी०एम०जी०एस०वाई०(सि०ख०)
रुद्रप्रयाग।

28/10/2020

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द्वेषभाव रहित / पंजीकृत



कार्यालय
अधिशाली अभियन्ता
पी0एम0जी0एस0वाई(सिं.ख.) रुद्रप्रयाग।

पत्रांक - / पी.एम.जी.एस.वाई. (सिं.ख.) रुद्रप्रयाग / प्रगति सन स्यूण्ड दिनांक 06/02/2021
श्रीमान,

श्री विमल सिंह नेगी,
ग्राम व पो0 अगरोड़ा,
जनपद पौड़ी गढ़वाल।

विषय:- पी0एम0जी0एस0वाई0 के अन्तर्गत सनबैण्ड सन स्यूण्ड सतेराखाल मोटर मार्ग पर धीमी प्रगति के सम्बन्ध में।

महोदय,

उपरोक्त विषय के सम्बन्ध में अवगत कराना है कि सनबैण्ड स्यूण्ड सतेराखाल मोटर मार्ग पर अनुबन्ध संख्या- 46/UT-10-004(UG)/XX/CE-URRDA/2020-21 दिनांक 28-04-2020 जो कि आपके नाम गठित है। जिसकी कार्य प्रारम्भ की तिथि 01-05-2020 एवं कार्य समाप्ति की तिथि 30-04-2021 है। वर्तमान में आपके द्वारा कार्य प्रारम्भ की तिथि से आतिथि तक कोई भी प्रगति प्राप्त नहीं की गयी है। मोटर मार्ग के 1.70 किमी0 में वनभूमि की औपचारिकताएँ पूर्ण न होने के कारण इस भाग में कार्य करवाना सम्भव नहीं है। शेष 6.00 किमी0 लम्बाई में आपके द्वारा कार्य किया जा सकता है। किन्तु अनुबन्ध गठित होने के पश्चात् लगभग 10माह का समय व्यतीत होने पर भी मार्ग पर कोई प्रगति नहीं हुई है। आपको पूर्व में भी कई बार मौखिक रूप से एवं पत्रों के माध्यम से भी प्रगति बढ़ाने हेतु निर्देश दिये गये, दिनांक 05-02-2021 को आपके प्रतिनिधि श्री संदीप कण्डवाल को भी कार्यालय में बुलाकर अवगत कराया जा चुका है।

अतः आपको निर्देशित किया जाता है कि मोटर मार्ग पर वनभूमि के अतिरिक्त भाग में यथाशीघ्र कार्य गति से करवाना सुनिश्चित करें, अन्यथा अनुबन्ध की शर्तों के अनुसार आपके अनुबन्ध को निरस्त करने हेतु उच्चाधिकारियों को प्रेषित किया जायेगा, जिसकी सम्पूर्ण जिम्मेदारी आपकी होगी।

अधिशाली अभियन्ता
पी.एम.जी.एस.वाई. सिंचाई खण्ड,
रुद्रप्रयाग।

पत्रांक : 205/-/पी0एम0जी0एस0वाई0 (सिंचाई खण्ड) रुद्रप्रयाग / प्रगति सन स्यूण्ड / तददिनांक।

प्रतिलिपि :-

1. अधीक्षण अभियन्ता, लो0नि0वि0, पी0एम0जी0एस0वाई0 वृत्त, गोपेश्वर (मुख्यालय-गौचर) को सादर सूचनार्थ प्रेषित।
2. सहायक अभियन्ता (चतुर्थ) पी0एम0जी0एस0वाई0 सिंचाई खण्ड रुद्रप्रयाग को इस निर्देश के साथ प्रेषित है कि ठेकेदार से सम्पर्क कर कार्य की प्रगति लाना सुनिश्चित करें।

अधिशाली अभियन्ता
पी.एम.जी.एस.वाई. सिंचाई खण्ड,
रुद्रप्रयाग।



कार्यालय
सहायक अभियन्ता

... , जी०एस०वाई(सिं.ख.) रुद्रप्रयाग।

पत्रांक:- 68 / स०अ०-चतुर्थ/पी.एम.जी.एस.वाई. (सिं.ख.) रुद्रप्रयाग/

दिनांक 22/03/2021

सेवा में,

मै० विमल सिंह नेगी (जे०वी०),
ग्राम डांग, पो० अगरोरा, पौड़ी गढ़वाल।

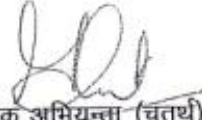
विषय:- पी०एम०जी०एस०वाई० के अन्तर्गत सनबैण्ड से सन स्यूण्ड सतेराखाल मोटर मार्ग अपग्रेडेशन के सम्बन्ध में।

सन्दर्भ : आपका पत्रांक- शून्य दिनांक 08-03-2021

महोदय,

उपरोक्त विषयक सन्दर्भित पत्र के क्रम में अवगत कराना है कि अधिशासी अभियन्ता, पी०एम०जी०एस०वाई० सिंचाई खण्ड रुद्रप्रयाग के पत्रांक- 205/पी०एम०जी०एस०वाई०सिं०ख०/सतेराखाल, दिनांक 06-02-2021 के द्वारा आपको उपरोक्त मोटर मार्ग के 6.00 किमी० लम्बाई में कार्य करने हेतु अवगत कराया गया था। किन्तु वर्तमान में उक्त 6.00 किमी० में से 1600मीटर लम्बाई में नाप भूमि पर उप प्रभागीय वनाधिकारी, वन प्रभाग रुद्रप्रयाग द्वारा दी गयी आपत्तियों का निराकरण न होने के कारण उक्त भाग में कार्य करवाया जाना सम्भव नहीं हो पा रहा है। इसके अतिरिक्त शेष 4.00 किमी० में जी०एस०बी०, जी-2, एवं डामरीकरण का कार्य किया जा सकता था, जो कि आतिथि तक भी प्रारम्भ नहीं हो पाया है।


अतः आपको पुनः निर्देशित किया जाता है कि मोटर मार्ग पर कार्य समाप्ति की तिथि से पूर्व उक्त 4.00 किमी० में डामरीकरण करना सुनिश्चित करें, अन्यथा की स्थिति में आप स्वयं जिम्मेदार होंगे।


सहायक अभियन्ता (चतुर्थ)
पी.एम.जी.एस.वाई. सिंचाई खण्ड,
रुद्रप्रयाग।

पत्रांक:- 68 / स०अ०-चतुर्थ/पी.एम.जी.एस.वाई. (सिं.ख.) रुद्रप्रयाग/तददिनांक।

प्रतिलिपि - अधिशासी अभियन्ता, पी०एम०जी०एस०वाई०सिंचाई खण्ड रुद्रप्रयाग को सूचनार्थ प्रेषित।

प्रतिलिपि - श्री हरीश भट्ट, कनिष्ठ अभियन्ता पी०एम०जी०एस०वाई० सिंचाई खण्ड रुद्रप्रयाग को इस निर्देश के साथ प्रेषित है कि उपरोक्त कार्य समय पर पूर्ण करवाना सुनिश्चित करें।


सहायक अभियन्ता (चतुर्थ)
पी.एम.जी.एस.वाई. सिंचाई खण्ड,
रुद्रप्रयाग।

निरीक्षण आख्या


आज दिनांक 20/02/2021 को अधोहस्ताक्षरी द्वारा सनबैण्ड से सन् स्यूण्ड सत्तराखाल मोटर मार्ग(अपग्रेडेशन) कार्य का निरीक्षण किया गया। निरीक्षण के समय निम्नलिखित अधिकारी/कर्मचारी उपस्थित थे।

1. ई0 मोहित उनियाल, सहायक अभियन्ता।
2. ई0 हरीश भट्ट, कनिष्ठ अभियन्ता।
3. श्री संदीप कण्डवाल ठेकेदार का प्रतिनिधि।

निरीक्षण के समय पाया गया कि-

1. मोटर मार्ग पर सिल्ली साइड से कटिंग का कार्य किया जा रहा है। जिसमें अभी तक मलवा निस्तारण हेतु स्थलों पर मलवे के रखरखाव हेतु ठेकेदार द्वारा कोई व्यवस्था नहीं की गयी है। उक्त हेतु ठेकेदार को चिन्हित स्थलों पर वायर क्रेट निर्माण हेतु निर्देशित कर दिया गया है।
2. मोटर मार्ग पर किमी0 0.00 से 4.00 तक कटिंग आदि का कार्य काफी समय पूर्व पूर्ण हो चुका है। आपके (ठेकेदार प्रतिनिधि) द्वारा डामरीकरण की आवश्यक कार्यवाही आतिथि तक नहीं की गयी है। जिसके सम्बन्ध में अधिशासी अभियन्ता द्वारा भी दिशा निर्देश दिये गये हैं।
3. मोटर मार्ग पर ठेकेदार को निर्देशित किया गया है कि स्कपर आदि के निर्माण में अनुबन्ध के अन्तर्गत वर्णित सामग्री का ही उपयोग किया जाय। अन्यथा की स्थिति में भुगतान किया जाना सम्भव नहीं होगा।
4. मोटर मार्ग पर ठेकेदार को निर्देशित किया गया है कि निर्माणाधीन कच्ची/घक्की दीवारों के टॉप में सी0सी0 M10 की एक परत डाली जाय। ताकि भविष्य में दीवारों के टॉप से पत्थर आदि की चोरी न हो सके।
5. मोटर मार्ग पर कार्य की प्रगति अत्यन्त धीमी है तथा अनुबन्ध का लगभग 90 प्रतिशत समय व्यतीत हो चुका है।

अतः ठेकेदार को निर्देशित किया गया है कि प्रगति बढ़ाने व कार्य ससमय पूर्ण करने हेतु उचित मजदूर व मशीनरी भी बढ़ायी जाय। अन्यथा की स्थिति में आपका कोई दावा मान्य नहीं होगा।



सहायक अभियन्ता (चतुर्थ)
पी0एम0जी0एस0वाई0 (सि0ख)
रुद्रप्रयाग

पत्रांक - ५७ / स0अ0 / पी0एम0जी0एस0वाई0 सि0ख0 /

दिनांक ०१ / 03 / 2020

प्रतिलिपि:- अधिशासी अभियन्ता, पी.एम.जी.एस.वाई. सिंचाई खण्ड, रुद्रप्रयाग को सूचनार्थ प्रेषित।

प्रतिलिपि:- मै0 विमल सिंह नेगी जे0वी0, ग्राम-डांग, पो0-अगरोडा, पौड़ी गढ़वाल को उपरोक्त कार्यों को मानकानुसार यथासमय पूर्ण करना सुनिश्चित करें।


सहायक अभियन्ता (चतुर्थ)
पी0एम0जी0एस0वाई0 (सि0ख)
रुद्रप्रयाग

FORM NO. 27-C RUNNING ACCOUNT BILL

(See chapter XIV, para 440 and 443)

(Final Payment must be made from printed on yellow paper)

(For contractors-This form provides for advanced or intermediate payment of measured work)

Cash book Voucher No _____ Dated _____ Division _____

Name of Contractor M/S Vimal singh negi jv vill dang p o agrora dist paun

Name of Work Sanbend to san synd saterakhal Motor Road(UG) under PMGSY Phase-XX

Serial on of Bill 1ST R.Bill

Number and date of the previous bill for this work _____

Reference of agreement no Bond no 46/ UT-10-04(UG)/XX/CE-URRDA/2020 -21 Dt 28-04-2020

Date of written order to commence work 28-04-2020 sub-division _____

date of start _____

07-05-20

Due date of work Completion: 30/04/2021

Actual Date of completion of work... work in Progress

1- ACCOUNT OF WORK EXECUTED

QUANTITY		Item of work (Grouped under "sub-head and sub-work of Estimate)	RATE	Payment on the actual measurement		27-C Remark
Unit	Quantity executed upto date as per measurement			Up to date	Since previous bill	
1	2	3	4	5	6	7
			Rs.	Rs.	Rs.	
9%	9%	Earth work in hill road (hill side cutting):- Excavation in hilly area for construction of road in all types of soils & rocks as met at site, true to lines as per plan, section, camber, super elevation as required, also including uprooting & cutting of bushes, dressing of road surface to the required level and slopes, with all lead, lift and safe disposal of surplus excavated material at suitable dumping places by mechanical means/ manual means and including construction of required coaliwalling of min height of 0.60m with the stone available from the required hill site cutting for retaining the muck otherwise muck damage the forestland, utility, private property including slip clearance and its safe disposal same as per mention above for safe disposal of surplus excavated material till the completion of the work part II special condition of contract MORD specification clause 1601, 1602 & 1603 and as per direction of site engineer in charge	LS 10447335.71	940260.21	940260.21	
928.94	928.94	Granular sub-base/surface course with local materials (Table 400 13) by mix in place method normal Construction of granular sub base by providing local material spreading in uniform layers with motor grader on prepared surface, mixing by mix in place method with rotavator at once and compacting with smooth wheel roller to achieve the desired density complete as per Clause 401.4 as per Technical Specification Clause 408	1109.00	1030194.46	1030194.46	
156.57	156.57	Excavation in foundation for structures in all types of soils and rocks including lead, lift and disposal of surplus material as directed by Engineer-in-charge and MoRD specification clause 305 (R/W, B/W, Parapet, Culvert, Hume Pipe, Causeway, Bridge, Dry Scrupper, Catchpit, drain etc.)	342.94	53694.12	53694.12	
70.08	70.08	Construction of R.R. stone masonry laid dry including supply of all materials, labour, t&p & royalty etc. required for proper completion of work as directed by Engineer-in-charge and MoRD specifications Clause 700 & 1604 (R/W, B/W, Dry Scrupper, Catchpit etc.)	1853.28	129877.86	129877.86	
27.20	27.20	Construction of R.R. stone masonry in cement mortar 1:5 including supply of all materials, labour, t&p & royalty etc. required for proper completion of work as directed by Engineer-in-charge and MoRD specifications Clause 700 & 1604 (R/W, B/W, Parapet, Culvert, Hume Pipe, Causeway, Bridge, Dry Scrupper, Catchpit, drain etc.)	3561.23	96865.46	96865.46	
5.76	5.76	Providing & laying M10 grade plain cement concrete in open foundation as per MORD specification including all material labour t&p etc. as directed by Engineer in charge	5969.50	34184.32	34184.32	
3.28	3.28	Providing concrete for plain/ reinforced concrete in open foundations M25 complete as per drawings and technical specifications Clause 802, 803, 1202 & 1203	8119.29	26631.27	26631.27	
3.44	3.44	Supplying, fitting and placing HYSD bar reinforcement in foundation complete as per drawings and technical specifications Clauses 1000 and 1202	6010.84	20677.29	20677.29	
16.16	16.16	Providing & laying filter media as hand packed stone filling in the back of retaining wall, chutment, wing walls etc. by locally available stone and filling supply of all materials, labour, t&p & royalty etc. as directed by Engineer in charge	764.48	12469.79	12469.79	
15.87	15.87	Supplying & laying filter media as hand packed stone filling in the back of retaining wall, chutment, wing walls etc. by locally available stone and filling supply of all materials, labour, t&p & royalty etc. as directed by Engineer in charge	1465.77	23271.15	23271.15	
			Total	246547.29	246547.29	

(3)

Dated signature of
officer Preparing the
bill (Rank)

Dated signature of
officer authorizing
payment (Rank)

Dated signature
of contractor

III-Memorandum of Payments

[Signature]
प्रीतमजी ठाकुर
सिपाई खण्ड लद्दाख

Total value of work actually measured, as per Acct. 1, Col 5, Entry (A)		Rs		P.	
Deduct - Amount withheld		Rs		P.	
Figures for works abstract		Rs		P.	
(a) Form previous bill as per last Running Account bill		Rs		P.	
(b) From this bill		Rs		P.	
Maxhalt advanced		Rs		P.	
Total		Rs		P.	
3. Balance, i.e. "up-to-date" payments (items 1-2)		Rs		P.	
4. Total amount of payments already made as per Entry (K) of last Running Account bill No. for awarded with accounts for		Rs		P.	
5. Payments now to be made, as detailed below :		Rs		P.	
By recovery of amount creditable to this work.		Rs		P.	
(a) Value of stock supplied as detailed in the Ledger in		Rs		P.	
S.D 2-50% 75% -		207090=00			
IT 2-266% -		36980=00			
ITax 6% -		24654=00			
Machinery Advance -		24654=00			
Royalty -		47519=00			
DMF Royalty -		11880=00			
Mobilization Adv -		24654=00			
Total		2383768=00			
Total 2 (b) + 5(a) (G)		2761199=00			
By recovery of amount creditable to		Rs		P.	
(b) other work or heads of account		Rs		P.	
"Deposits"		Rs		P.	
c By cheque		Rs		P.	
Say		0.00			

Pay Rest T (

Dated initials of Disbursing Officer

MEASUREMENT BOOK ⑧

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Particulars	Details of actual Measurement				Contentes of Area
	No.	L	B	D	
As Per drawing and technical Specification					
S/G 1/16 Syund Ben	1-2	4.00	0.30	0.15	0.36
Slab	1-1	4.00	1.60	0.20	1.28
X.S 1/6 Syund S/G	1-2	4.00	0.30	0.15	0.36
Slab	1-1	4.00	1.60	0.20	1.28
Qty C.O This m.B. Page No. 144				Total	3.28 Cu
				mta taken by me	
				Harish	
				J.E	
				20/03/2021	
Int R- Bill					
At O.W. → Cont of Sanbend to San-Syund Sateprakhul m/R (U.G.)					
Agency → 46/UT-10-04 (UG)/XX/CE-URRDA/2020-21 dtd 28/04/2020					
Rate of Start ÷ 07/05/2020					
Date of Comp ÷ 30/04/2021					
D.A.D. of Comp ÷ Work in Progress					
Name of Cont ÷ m/s Virnal Singh Regi J.V					
Name of J.E ÷ Ex Harish Bharti					
Date of Measurement ÷ 20/03/2021					
① Earthwork in Hill road					
Full site Cutting Excavation					
In Hilly area for Construction					
of road in all type of Rocks					
& Soil					
				up to date	9%
				Last Paid	-
				Now to Pay	9%
② Granular Sub base / base					
In Hill area for Construction					
of road in all type of Rocks					
of granular sub base					

MEASUREMENT BOOK

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Particulars	Details of actual Measurement				Contentes of Area
	No.	L	B	D	
		Qty vide	This M.B. No. 137		928.946
			up to date		928.946
			Last Paid		—
			Now to Pay		928.946
excavation in foundation for structure in all type of soil and rock @/c load lift and disposal of surplus material		Qty vide	This M.B. No. 137		156.56
			up to date		156.57 1/2
			Last Paid		156.586
			Now to Pay		156.586
construction of R.R. stone masonry laid dry @/c Supply of all material labour T&P.		Qty vide	This M.B. No. 142		70.086
			up to date		70.086
			Last Paid		—
			Now to Pay		70.086
construction of R.R. Stone masonry in Cement mortar 1:5 @/c Supply all material labour T&P.		Qty vide	This M.B. No. 141		27.206
			up to date		27.206
			Last Paid		—
			Now to Pay		27.206
providing and laying m/c grade plain Cement Concrete in open for R.R. Stone masonry		Qty vide	This M.B. No. 141		5.766
			up to date		5.766
			Last Paid		—
			Now to Pay		5.766

MEASUREMENT BOOK

①

Particulars	Details of actual Measurement				Contentes of Area
	No.	L	B	D	
Providing concrete for Plain/ Reinforced concrete in open foundation M 25 Complete as per drawing and technical specification					
	Qty vide this m.B. Plan			142	3.286
			Up to date		3.286
			Last Paid		—
			Now to Pay		3.286
Supply fitting and placing HYSD bar reinforcement in foundation Complete as per drawing and technical specification					
	Qty vide this m.B. Plan			141	3.44871
			Up to date		3.44871
			Last Paid		—
			Now to Pay		3.44871
Providing and laying filter media as Hand packed stone filling in the back of a/wall abutment and wing wall					
	Qty vide this m.B. Plan			140	16.186
			Up to date		16.186
			Last Paid		—
			Now to Pay		16.186
Providing and laying of boulder apron laid on wing gate with 4mm dia cast wire @ 22kg/10 sqm					
	Qty vide this m.B. Plan			140	61.386
			Up to date		61.386
			Last Paid		—
			Now to Pay		61.386

22/10/2024

22/10/2024

MEASUREMENT BOOK

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Particulars	Details of actual Measurement				Contentes of Area
	No.	L	B	D	
By Cash					
By cheque					
<p>अधिसारी अभियंता पी.एम.जी.एस.वाई. (सिंचाई खंड) मुद्राप्रमाण</p>					
<p>Voucher No. 0035 Date 25.3.21 Cheque No. Rupees 0100 Cashier Executive Engineer</p>					



Int'l Systems, Fr. Phase II and L Phase, L. Dec. 13, 1997

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Part I General Conditions of Contract

1. General

1. Definitions

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

The **Adjudicator** is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided in the Contract Data.

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

Compensation Events are those defined in Clause 40 hereunder.

The **Completion Date** is the date of completion of the Works as certified by the Engineer, in accordance with Clause 48.1.

The **Contract** is the Contract between the Employer and the Contractor to execute and complete the works. It consists of the documents listed in Clause 2.3.

The **Contract Data** defines the documents and other information which comprise the Contract.

The **Contractor** is a person or corporate body whose Bid to carry out the Works, has been accepted by the Employer.

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

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

Days are calendar days; months are calendar months.

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

12-10
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The Defects Liability Certificate is the certificate issued by the Engineer, after the Defect Liability Period has ended and upon correction of Defects by the Contractor.

The Defects Liability Period is two year's calculated from the Completion Date.

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

The Employer is the party as defined in the Contract Data, who employs the Contractor to carry out the Works. The Employer may delegate any or all functions to a person or body nominated by him for specified functions.

The Engineer is the person named in the Contract Data (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Engineer) who is responsible for supervising the execution of the Works and administering the Contract.

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works, as per provisions of the contract.

The Initial Contract Price is the Contract Price listed in the Employer's Letter of Acceptance.

The Intended Completion Date is the date on which it is intended that the Contractor shall complete the construction works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Engineer by issuing an extension of time.

Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.

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

Routine Maintenance- Deleted

The Site is the area defined as such in the Contract Data.

Site Investigation Reports are those that were included in the bidding

documents and are reports about the surface and subsurface conditions at the Site.

Specifications means the Specifications of the Works included in the Contract and any modification or addition made or approved by the Engineer.

The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.

A **Sub-Contractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the construction work in the Contract, which includes work on the Site.

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

A **Variation** is an instruction given by the Engineer, which varies the Works.

The **Works**, as defined in the Contract Data, are what the Contract requires the Contractor to construct, install, maintain, and turn over to the Employer.

2. Interpretation

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

1. If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
2. The documents forming the Contract shall be interpreted in the following order of priority:
 - (1) Agreement,
 - (2) Letter of Acceptance,
 - (3) Notice to Proceed with the Work,

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- (4) Contractor's Bid,
 - (5) Contract Data,
 - (6) Special Conditions of Contract Part II,
 - (7) General Conditions of Contract Part I,
 - (8) Specifications,
 - (9) Drawings,
 - (10) Bill of Quantities, and
 - (11) Any other document listed in the Contract Data.

3. Language and Law

- 3.1 The language of the Contract and the law governing the Contract are stated in the Contract Data.

4. Engineer's Decisions

- 4.1 Except where otherwise specifically stated, the Engineer will decide contractual matters between the Employer and the Contractor in the role representing the Employer. However, if the Engineer is required under the rules and regulations and orders of the Employer to obtain prior approval of some other authorities for specific actions, he will so obtain the approval, before communicating his decision to the Contractor.
- 4.2 Except as expressly stated in the Contract, the Engineer shall not have any authority to relieve the Contractor of any of his obligations under the contract.

5. Delegation

- 5.1 The Engineer, with the approval of the Employer, may delegate any of his duties and responsibilities to other person(s), except to the Adjudicator, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.

6. Communications

All certificates, notices or instructions to be given to the Contractor by Employer/ Engineer shall be sent on the address or contact details given by the Contractor in Section 6 - Form of Bid. The address and contact details for communication with the Employer/ Engineer shall be as per the details given in

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Contract Data. Communications between parties that are referred to in the conditions shall be in writing. The Notice sent by facsimile (fax) or other electronic means shall be effective on confirmation of the transmission. The Notice sent by Registered post or Speed post shall be effective on delivery or at the expiry of the normal delivery period as undertaken by the postal service.

7. Subcontracting

7.1 The Contractor may subcontract part of the construction work with the approval of the Employer in writing, up to 25 percent of the contract price, but will not assign the Contract. Subcontracting shall not alter the Contractor's obligations.

7.2 The Contractor shall not be required to obtain any consent from the Employer for:

- a. the sub-contracting of any part of the Works for which the Sub-Contractor is named in the Contract;
- b. the provision for labour, or labour component.
- c. the purchase of Materials which are in accordance with the standards specified in the Contract.

7.3 Beyond what has been stated in clauses 7.1 and 7.2, if the Contractor proposes sub-contracting any part of the work during execution of the Works, because of some unforeseen circumstances to enable him to complete the Works as per terms of the Contract, the Employer will consider the following before according approval:

- a) The Contractor shall not sub-contract the whole of the Works.
- b) The Contractor shall not sub-contract any part of the Work without prior consent of the Employer. Any such consent shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any his sub-Contractor(s), his agents or workmen as fully as if they were the acts, defaults or neglects of the Contractor, his agents and workmen.

7.4 The Engineer should satisfy himself before recommending to the Employer whether:

- a) the circumstances warrant such sub-contracting; and
3. the sub-Contractor so proposed for the Work possesses the experience, qualifications and equipment necessary for the job proposed to be entrusted to him.

8. Other Contractors

- 8.1 The Contractor shall cooperate and share the Site with other Contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as referred to in the Contract Data. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.
- 8.2 The Contractor should take up the works in convenient reaches as decided by the Engineer to ensure there is least hindrance to the smooth flow and safety of traffic including movement of vehicles and equipment of other Contractors till the completion of the Works.

9. Personnel

- 9.1 The Contractor shall employ for the construction work the key personnel including technical personnel named in the Contract Data or other personnel approved by the Engineer. The Engineer will approve any proposed replacement of technical personnel only if their relevant qualifications and abilities are substantially equal to those of the personnel stated in the Contract Data.
- 9.2 The Contractor's personnel shall appropriately be qualified, skilled and experienced in their respective trades or occupations. The Engineer shall have authority to remove, or cause to be removed, any person employed on the site or works, who carries out duties incompetently or negligently and persists in any conduct which is prejudicial to safety, health or the protection of the environment.
- 9.3 If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the Works in the Contract.
- 9.4 The Contractor shall not employ any retired Gazetted officer who has worked in the Engineering Department of the State Government and has either not completed two years after the date of retirement or has not obtained State Government's permission to employment with the Contractor.

10. Employer's and Contractor's Risks

- 10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Employer's Risks

- 11.1 The Employer is responsible for the excepted risks which are (a) in so far as they directly affect the execution of the Works in the Employer's country, the risks of war, 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.

12. Contractor's Risks

- 12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks, referred to in clause 11.1, are the responsibility of the Contractor.

13. Insurance

- 13.1 The Contractor at his cost shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of Defects Liability Period, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:

- a) loss of or damage to the Works, Plant and Materials;
- b) loss of or damage to Equipment;
- c) loss of or damage to property (other than the Works, Plant, Materials, and Equipment) in connection with the Contract; and
- d) Personal injury or death.

- 13.2 Insurance policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and

proportions of currencies required to rectify the loss or damage incurred.

13.3 Alterations to the terms of insurance shall not be made without the approval of the Engineer.

13.4 Both parties shall comply with any conditions of the insurance policies.

13.6 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid, from payments otherwise due to the Contractor or if no payment is due, the payment of premiums shall be debt due.

14. Site Investigation Reports

14.1 The Contractor, in preparing the Bid, may rely, at his own risk, on any Site Investigation Reports referred to in the Contract Data, supplemented by any other information available to him, before submitting the bid.

15. Queries about the Contract Data

15.1 The Engineer will clarify queries on the Contract Data.

16. Contractor to Construct the Works

16.1 The Contractor shall construct, and install and maintain the Works in accordance with the Specifications and Drawings and as per instructions of the Engineer.

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

16.3 The Contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.

During continuance of the contract, the Contractor and his sub-contractors shall

abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in future by the State or Central Government or the local authority.

Salient features of some of the major laws that are applicable are given below:

The Water (Prevention and Control of Pollution) Act, 1974, This provides for the prevention and control of water pollution and the maintaining and restoring of wholesomeness of water. 'Pollution' means such contamination of water or such alteration of the physical, chemical or biological properties of water or such discharge of any sewage or trade effluent or of any other liquid, gaseous or solid substance into water (whether directly or indirectly) as may, or is likely to, create a nuisance or render such water harmful or injurious to public health or safety, or to domestic, commercial, industrial, agricultural or other legitimate uses, or to the life and health of animals or plants or of aquatic organisms.

The Air (Prevention and Control of Pollution) Act, 1981, This provides for prevention, control and abatement of air pollution. 'Air Pollution' means the presence in the atmosphere of any 'air pollutant', which means any solid, liquid or gaseous substance (including noise) present in the atmosphere in such concentration as may be or tend to be injurious to human beings or other living creatures or plants or property or environment.

The Environment (Protection) Act, 1986, This provides for the protection and improvement of environment and for matters connected therewith, and the prevention of hazards to human beings, other living creatures, plants and property. 'Environment' includes water, air and land and the inter-relationship which exists among and between water, air and land, and human beings, other living creatures, plants, micro-organism and property.

The Public Liability Insurance Act, 1991, This provides for public liability insurance for the purpose of providing immediate relief to the persons affected by accident occurring while handling hazardous substances and for matters connected herewith or incidental thereto. Hazardous substance means any substance or preparation which is defined as hazardous substance under the Environment (Protection) Act 1986, and exceeding such quantity as may be

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specified by notification by the Central Government.

17. The Works to be Completed by the Intended Completion Date

- 17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Programme submitted by the Contractor, as updated with the approval of the Engineer, and complete them by the Intended Completion Date.

18. Approval by the Engineer

- 18.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Engineer, who is to approve them if they comply with the Specifications and Drawings.
- 18.2 The Contractor shall be responsible for design and safety of Temporary Works.
- 18.3 The Engineer's approval shall not alter the Contractor's responsibility for design and safety of the Temporary Works.
- 18.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
- 18.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Engineer before their use.

19. Safety

- 19.1 The Contractor shall be responsible for the safety of all activities on the Site. He shall comply with all applicable safety requirements and take care of safety of all persons entitled to be on the site and the works. He shall use reasonable efforts to keep the site and the works, during construction, clear of unnecessary obstruction so as to avoid danger to these persons and the road users.

20. Discoveries

- 20.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Engineer of such discoveries and carry out the Engineer's instructions for dealing with them.

21. Possession of the Site

- 21.1 The Employer shall handover complete or part possession of the site to the Contractor 7 days in advance of construction programme. At the start of the work, the Employer shall handover the possession of at-least 75% of the site free of all encumbrances, the remaining 25 % of the possession as per contractor's construction programme.

22. Access to the Site

- 22.1 The Contractor shall allow access to the Site and to any place where work in connection with the Contract is being carried out, or is intended to be carried out to the Engineer and any person/persons/agency authorized by:
- a. The Engineer
 - b. The Employer
 - c. The Ministry of Rural Development, Government of India.
 - d. The National Rural Roads Development Agency, New Delhi

23. Instructions

- 23.1 The Contractor shall carry out all instructions of the Engineer, which comply with the applicable laws where the Site is located.
- 23.2 The Contractor shall permit the Bank and/or persons appointed by the Bank to inspect the Site and /or accounts and records of the Contractor and its subcontractors relating to the performance of the Contract, and to have the accounts and records audited by auditors appointed by the Bank, if so required by the Bank. The Contractor's attention is invited to Clause 61 (Fraud and Corruption), which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under Sub-Clause 61(v)(bb). Constitute an obstructive practice subject to contract termination (as well as determination of ineligibility under the Procurement Guidelines).

24. Disputes

- 24.1 If the Contractor believes that a decision taken by the Engineer was either outside the authority given to the Engineer by the Employer or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 28

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days of notification of the Engineer's decision. Performance under the contract shall continue notwithstanding the reference to the Adjudicator, and payments by the Employer to the Contractor will not be withheld unless they are the subject matter of dispute. If the Contractor fails to refer the matter to the Adjudicator within the said period, the Employer will stand discharged from all the responsibility including financial claim from the Contractor.

25. Procedure for Resolution of Disputes

- 25.1 The Adjudicator shall give a decision in writing within 56 days of receipt of a notification of a dispute. The decision shall be a reasoned decision.
- 25.2 The Adjudicator shall be paid daily at the rate specified in the Contract Data together with reimbursable expenses to the types specified in the Contract Data and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to Arbitration within 28 days of the Adjudicator's written decision. Arbitration shall be under the Arbitration and Conciliation Act, 1996. If neither party refers the dispute to Arbitration within the above 28 days, the Adjudicator's decision will be final and binding on both the parties.
- 25.3 Should the Adjudicator resign or die or be incapable, or should the Employer and the Contractor jointly agree that the Adjudicator is not fulfilling his functions in accordance with the provisions of the Contract; a new Adjudicator will be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days of notification of such disagreement, the Adjudicator shall be designated by the appointing authority designated in the Contract Data, at the request of either party within 14 days of receipt of such request.
- 25.4 Where the Initial Contract Price as mentioned in the Letter of Acceptance is more than Rs 10 Crore, the Arbitration, invoked in terms of Clause 25.2 shall be conducted in accordance with the following procedure:-
- (a) In case of a decision of the Adjudicator in a Dispute or difference arising between the Employer and a Contractor relating to any matter arising out of or connected with this Agreement, such disputes or differences shall be settled in accordance with the Arbitration and conciliation Act 1996 and the matter will be referred to an Arbitral Tribunal. The Arbitral Tribunal shall consist of three Arbitrators, one each to be appointed by the Employer and the Contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties and shall act as presiding Arbitrator. In case of failure of the two Arbitrators appointed by the parties to reach upon a

consensus within a period of 30 days from the appointment of the Arbitrator appointed subsequently, the presiding Arbitrator shall be appointed by the Chairman of the Executive Committee of the Indian Roads Congress.

- (b) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the Chairman of the Executive Committee of Indian Roads Congress shall appoint the arbitrator.
- (c) A certified copy of the order of the Chairman of the Executive Committee of the Indian Roads Congress, making such an appointment shall be furnished to each of the parties.
- (d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitral Tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

25.5 Where the Initial Contract Price as mentioned in the Letter of Acceptance is Rs 10 Crore and below, and Arbitration is invoked in terms of Clause 25.2, the matter will be referred to a sole Arbitrator. The Sole Arbitrator would be appointed by agreement between the parties; failing such agreement within 28 days of the reference to arbitration, by the appointing authority, namely the Chairman of the Executive Committee of the Indian Roads Congress.

25.6 Arbitration proceedings shall be held at a place mentioned in the Contract Data, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

25.7 Performance under the contract shall continue even after reference to the arbitration and payments due to the contractor by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.

B. Time Control

26. Programme

26.1 Within the time stated in the Contract Data, the Contractor shall submit to the Engineer for approval a Programme, including Environment Management Plan showing the general methods, arrangements, order, and timing for all the activities in the Works, along with monthly cash flow forecasts for the

construction of works.

- 26.2 The Contractor shall submit the list of equipment and machinery being brought to site, the list of key personnel being deployed, the list of machinery/ equipments being placed in field laboratory and the location of field laboratory along with the Programme. The Engineer shall cause these details to be verified at each appropriate stage of the programme.
- 26.3 An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining Works, including any changes to the sequence of the activities.
- 26.4 The Contractor shall submit to the Engineer for approval an updated Programme at intervals no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Programme within this period, the Engineer may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.
- 26.5 The Engineer's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer again at any time. A revised Programme shall show the effect of Variations and Compensation Events.
27. Extension of the Intended Completion Date
- 27.1 The Engineer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining Works, which would cause the Contractor to incur additional cost.
- 27.2 The Engineer shall decide whether and by how much time to extend the Intended Completion Date within 21 days of the Contractor asking the Engineer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early

warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

- 27.3 Early Warning: The Contractor is to warn the Engineer at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the contract price or delay the execution of works. The Engineer may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and the Completion Date. The estimate is to be provided by the Contractor as soon as reasonably possible.

28. Delays Ordered by the Engineer

- 28.1 The Engineer may instruct the Contractor to delay the start or progress of any activity within the Works. Delay/delays totalling more than 30 days will require prior written approval of the Employer.

29. Management Meetings

- 29.1 The Engineer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the plans for progress of the Works.
- 29.2 The Engineer shall record the business of management meetings and provide copies of the record to those attending the meeting. The responsibility of the parties for actions to be taken shall be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all those who attended the meeting.

C. Quality Control

30. Identifying Defects

- 30.1 The Engineer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer considers may have a Defect.
- 30.2 The Contractor shall permit the Employer's technical person(s) to check the Contractor's work and notify the Engineer and Contractor if any defects that are found.

31. Tests

- 31.1 For carrying out mandatory tests as prescribed in the specifications, the Contractor shall establish field laboratory at the location decided by Engineer. The field laboratory will have minimum of equipments as specified in the Contract Data. The contractor shall be solely responsible for :
- Carrying out the mandatory tests prescribed in the Specifications, and
 - For the correctness of the test results, whether preformed in his laboratory or elsewhere.
- 31.2 If the Engineer instructs the Contractor to carry out a test not specified in the Specification/ Quality Assurance Handbook to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no defect, the test shall be a compensation event.
32. Correction of Defects noticed during the Defects Liability Period
- 32.1 (a) The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion [as defined in Contract Data] and ends after two years . The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- (b) Every time notice of Defect/Defects is given, the Contractor shall correct the notified Defect/Defects within the duration of time specified by the Engineer's notice.
- 32.2 Deleted
33. Uncorrected Defects and Deficiencies
- 33.1 If the Contractor has not corrected a Defect pertaining to the Defect Liability Period under clause 32.1 of these Conditions of Contract, to the satisfaction of the Engineer, within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect or deficiency corrected, and the Contractor shall pay this amount, on correction of the Defect or deficiency by another agency.

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D. Cost Control

34. Bill of Quantities

- 34.1** The Bill of Quantities shall contain items for the construction, installation, testing, and commissioning to be done by the Contractor.
- 34.2** The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item for the construction of roads.
- 34.3** Changes in the quantities:
1. If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 per cent provided the change exceeds 1 % of initial contract price, the Engineer shall adjust the rate to allow for the change.
 2. The Engineer shall not adjust rates from changes in quantities if thereby the initial contract price exceeds by more than 15 per cent, except with the prior approval of the Employer.
 3. If requested by the Engineer, the Contractor shall provide the Engineer with a detailed cost breakdown of any rate in the Bill of Quantities.

35. Variations

- 35.1** The Engineer shall, having regard to the scope of the Works and the sanctioned estimated cost, have power to order, in writing, Variations within the scope of the Works he considers necessary or advisable during the progress of the Works. Such Variations shall form part of the Contract and the Contractor shall carry them out and include them in updated Programmes produced by the Contractor. Oral orders of the Engineer for Variations, unless followed by written confirmation, shall not be taken into account.

36. Payments for Variations

- 36.1** If rates for Variation items are specified in the Bill of Quantities, the Contractor shall carry out such work at the same rate. This shall apply for Variations only up to the limit prescribed in the Contract Data. If the Variation exceeds this limit, the rate shall be derived under the provisions of clause 36.3 for quantities (higher or lower) exceeding the deviation limit.
- 36.2** If the rates for Variation are not specified in the Bill of Quantities, the Engineer

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shall derive the rate from similar items in the Bill of Quantities.

- 36.3 If the rate for Variation item cannot be determined in the manner specified in Clause 36.1 or 36.2, the Contractor shall, within 14 days of the issue of order of Variation work, inform the Engineer the rate which he proposes to claim, supported by analysis of the rates. The Engineer shall assess the quotation and determine the rate based on prevailing market rates within 15 days of the submission of the claim by the Contractor. The decision of the Engineer on the rate so determined shall be final and binding on the Contractor.

37. **Cash Flow Forecasts**

- 37.1 When the Programme is updated, the Contractor shall provide the Engineer with an updated cash flow forecast.

38. **Payment Certificates**

38.1 **The payment to the Contractor will be as follows for construction work:**

1. The Contractor shall submit to the Engineer fortnightly/ monthly statements of the value of the work executed less the cumulative amount certified previously supported with detailed measurement of the items of work executed in tabulated form as approved by the Engineer.
2. The Engineer shall check the Contractor's fortnightly/ monthly statement within 14 days and certify the amount to be paid to the Contractor.
3. The value of work executed shall be determined, based on measurements by the Engineer.
 - (d) The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.
 - (e) The value of work executed shall also include the valuation of Variations and Compensation Events.
 - (f) The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
 - (g) The payment of final bill shall be governed by the provisions of clause 50 of GCC.

38.2 Deleted

39. **Payments**

- 39.1 Payments shall be adjusted for deductions for advance payments, retention, security deposit, other recoveries in terms of the Contract and taxes at source, as applicable under

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the law. The Employer shall pay the Contractor the amounts certified by the Engineer within 15 days of the date of each certificate.

- 39.2 The Employer may appoint another authority, as specified in the Contract Data (or any other competent person appointed by the Employer and notified to the contractor) to make payment certified by the Engineer.
- 39.3 Items of the Works for which no rate or price has been entered in the Bill of Quantities, will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.
- 39.4 Payment for the routine maintenance of the roads will be made half-yearly for the satisfactory maintenance of the Works, certified by the Engineer and based on the monthly bills submitted by the Contractor as per Clause 38.2 above

10. Compensation Events

- 40.1 The following are Compensation Events unless they are caused by the Contractor:
- (a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.
 - (b) The Engineer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.
 - (c) The Engineer instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.
 - (d) The Engineer unreasonably does not approve for a subcontract to be let.
 - (e) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of Letter of Acceptance from the information issued to Bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
 - (f) The Engineer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
 - (g) If the Engineer fails to provide site for carrying out work free of all encumbrances as provided in the contract.
 - (h) The advance payment is delayed.
 - (i) The effect on the Contractor of any of the Employer's Risks.
 - (j) The Engineer unreasonably delays issuing a Certificate of Completion.
 - (k) Other Compensation Events listed in the Contract Data or mentioned in the Contract.
- 40.2 If a Compensation Event would prevent the work being completed before the Intended Completion Date the Intended Completion Date would be extended. The Engineer shall decide whether and by how much the Intended Completion Date shall be extended.
- 40.3 As soon as information demonstrating the effect of each compensation event upon the Contractor's forecast has been provided by the Contractor, it is to be assessed by the Engineer and the intended completion date shall be extended accordingly. If the Contractor's forecast is deemed unreasonable, the Engineer shall extend the intended completion date based on Engineer's own forecast. The Engineer will assume that the Contractor will react competently and promptly to the event.

40.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Engineer.

41. Tax

41.1 The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other levies, duties, royalties, cess, toll, taxes of Central and State Governments, local bodies and authorities that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

42. Currencies

All payments will be made in Indian Rupees.

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

Deposit/ Retention.

43.1 The Employer shall retain security deposit of 5% and performance security of two and a half percent of the amount from each payment due to the Contractor until completion of the whole of the construction Work. In case, the Contractor furnishes bank guarantee for the amount equal to performance security of two and a half percent retained from each payment due to Contractor, the same amount shall be repaid to the contractor subject to condition that the validity of bank guarantee is as per provision of Clause 46.2 of GCC

43.2 On the satisfactory completion of the whole of the construction work the total amount retained as security deposit shall be repaid to the Contractor, subject to condition that the Engineer has certified that all defects notified by the Engineer to the Contractor before the end of period prescribed for repayment have been corrected.

43.3 The additional performance security for unbalanced bids as detailed in Clause 26.3 of ITB is repaid to the contractor when the construction work is complete.

43.4 The performance security equal to the five percent of the contract price is repaid to the Contractor when the period of one year fixed for Defect liability is over and the Engineer has certified that the contractor has satisfactorily carried out the work and all the defects noticed during the defect liability period have been satisfactorily rectified by the Contractor.

43.5 Deleted.

44. Liquidated Damages

44.1 Both, the Contractor and the Employer have agreed that it is not feasible to precisely estimate the amount of losses due to delay in completion of works and the losses to the public and the economy, therefore, both the parties have agreed that the Contractor shall pay liquidated damages to the Employer and not by way of penalty, at the rate per week or part thereof stated in the Contract Data for the period that the Completion Date is later

than the Intended Completion Date. Liquidated damages at the same rates shall be withheld if the Contractor fails to achieve the milestones prescribed in the Contract Data. However, in case the Contractor achieves the next milestone, the amount of the liquidated damages already withheld shall be restored to the Contractor by adjustment in the next payment certificate. The Employer and the contractor have agreed that this is a reasonable agreed amount of liquidated damages and the total amount of liquidated damages shall not exceed 10% of the contract price. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's other liabilities.

- 44.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate.

45. Advance Payment

- 45.1. The Employer will make the following advance payment to the Contractor upon his request and against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a Commercial bank acceptable to the Employer in amounts equal to the advance payment:

- a. Mobilization advance up to 5 percent of the contract price
- b. Equipment Advance* up to ninety percent of the cost of the new equipment brought to the site and fifty per cent of depreciated value of old equipment, subject to a maximum of ten percent of the contract price

* This advance is not applicable for equipment already owned or hired / leased by the contractor

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. Interest will not be charged on the advance payment. The Bank Guarantee of a joint venture shall be in the name of the joint venture.

- 45.2 The Contractor is to use the advance payment only to pay for Equipment, plant and Mobilization expenses required specifically for execution of the Works. The Contractor shall demonstrate that the advance payment has been used in this way by supplying copies of invoices or other documents to the Engineer.
- 45.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor for the construction work, following the schedule of completed percentages of the Works on a payment basis. 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.

46. Securities

- 46.1 The Performance Security equal to five percent of the Contract Price and additional security for unbalanced bids shall be provided to the Employer, not later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank acceptable to the Employer and denominated in Indian Rupees Out of total Performance Security equal to five percent of contract price, half shall be delivered to the Employer no later than the dates specified in the Letter of Acceptance and shall be issued in the form given in Contract Data, however,

balance half Performance Security shall be retained at the rate of two and a half percent of each payment due to the Contractor until completion of whole of the construction work.

46.2 The Performance Security and additional Security for unbalanced items shall be valid until a date 45 days from the date of issue of certificate of completion of construction work subject to the condition that if the Performance Security is in the form of a Bank Guarantee, the period of validity of Bank Guarantee could be one year initially, however, the Contractor would get this Bank Guarantee extended in such a way that an amount equal to five percent of the contract price is always available with the Employer until 45 days after the lapse of Defect Liability Period. If the contractor fails to maintain above Performance Security, the Employer would recover the same from any dues payable to the Contractor, otherwise it shall be a debt due from the Contractor.

47. Cost of Repairs

47.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at his cost if the loss or damage arises from the Contractor's acts or omissions.

E.