

**General Conditions of Contract -
Tender For Renovation of Interiors of
The Business Co-Op.Bank
- Deolalo Camp Branch**

**THROUGH
Ar. Rhishikesh Marhalkar**

Archival Consultants, 34, New Rajan Complex Arcade,
Datta Mandir Stop, Nashikroad, Nashik-422101
archival@rediffmail.com
0253-2453889

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1. DEFINITIONS:

In the Contract (as hereinafter defined), the following words and expressions shall have meanings hereby assigned to them, except where the context otherwise requires: (In alphabetical order)

1.1 Approved/Approval:

Approved/Approval shall mean approved/approval in writing.

1.2 Approved Equal:

Approved Equal shall mean an alternative product or service approved by the Architect as being equivalent to that specified in the Contract Documents.

1.3 Architect:

Architect shall mean the company referred to in Special Conditions of Contract.

1.4 Award of Contract:

Award of Contract shall mean the date of issue of the Letter of Acceptance or work order, whichever is earlier.

1.5 Commencement Date:

Commencement date means the date notified by the Letter of Acceptance or work order to commence the work.

1.6 Communication:

Wherever in the Contract provision is made for giving or issue of any notice, consent, certificate or determination by any person, unless otherwise specified such notice, consent, approval, certificate or determination shall be in writing and the words 'notify', 'certify' or 'determine' shall be construed accordingly.

1.7 Construction Programme

Construction Programme shall mean the programme to be furnished by the Contractor as per clause 23.1.

1.8 Contract:

The Contract shall mean the agreement between the Employer and the Contractor for the proper execution and successful completion of the Work in accordance with the Contract Documents and further documents as may be expressly incorporated in the letter of intent/ acceptance.

1.9 Contractor:

The Contractor shall mean the person or persons, firm, company, or consortium whose tender has been accepted by the Employer and includes the Contractor's legal representatives, successors, and permitted assign.

1.10 Contractor's Representative:

The Contractor's Representative shall mean the person or party duly appointed by the Contractor to act for and on its behalf on a day-to-day basis during the construction of the Work and the Project. Any action to be taken by the Contractor may be taken on the Contractor's behalf by the Contractor's Representative. The Contractor's Representative shall be

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considered a "key person" for purposes of Sub Clause 6.1 of the General Conditions of Contract. The Contractor shall appoint the Contractor's representative within seven days from the Letter of Acceptance.

1.11 Contract Documents:

The Contract Documents shall mean collectively the documents to be listed in the Contract dated between the Employer and the Contractor and all modifications thereof and additions thereto incorporated in and made to any of those documents during the term of the Contract.

The Contract documents will follow in the succession with superseding importance for contents therein and withdrawn by succession in decreasing importance, to the extent modified, altered, and added.

- i. Change Orders (if any) issued from time to time.
- ii. Instructions issued from time to time by the Employer / Project Manager.
- iii. Contract Agreement
- iv. Letter of Acceptance (LOA) containing references to the final offer letter from the Contractor, which supersedes and withdraws (making it null & void) all earlier Contractor's correspondence.
- v. Tender Addendum issued (if any) & Minutes of Meeting if attested by all concerned parties
- vi. Tender form & appendices thereon.
- vii. Drawings, Design including sketches and Briefs issued by the project Manager/ Architect.
- viii. Technical Specifications
- ix. Priced Schedule of Rates
- x. Special Conditions of Contract
- xi. General Conditions of Contract
- xii. Instruction to Tenderers

1.12 Contract Price:

Shall mean the sums referred to in the Contract Documents for the Contractor's performance of the Work. The Contract Price is inclusive of all taxes, including sales tax, entry tax, octroi, turnover tax, ESI, PF contribution, and all other statutory taxes and levies, if any, applicable to the contractors/workers, etc. The Contract Price shall include VAT, Work Contract Tax (WCT), and Service tax, which shall be quoted separately in the Schedule of Rates. The Employer shall not be responsible in any way whatsoever to pay any additional amount over and above the Contract price.

The Contract is neither a fixed lump sum contract nor a piecework contract, but is an item rate contract to carry out the Work according to the actual measured quantities at the rates contained in the Priced Schedule of Rates along with estimated quantities with Detailed Specifications. The Contract Price shall not exceed the amount indicated in the Letter of Acceptance unless otherwise approved in the Change Orders. Amounts in excess of this number, not approved in advance by the Employer's Representative, shall be at the Contractor's expense. The Contractor has to closely monitor the quantities and cost and obtain an Approval from the Employer well in advance for any change outside the scope of the Work which would cause

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the cost of the Work to exceed the Contract Price as indicated in the Letter of Acceptance. Prices will be firm until the end of the contract.

No escalation in prices shall be allowed for any reason whatsoever during the period of the project unless specified otherwise in the Special Conditions of Contract. Claims for revision in rates/prices or compensation in any other form whatsoever shall not be entertained by the Employer on account of fluctuations in the following but not limited to:

- Foreign Exchange Rates
- Cost of Materials
- Electricity & Water charges
- Labour wages & conditions
- Statutory payments like PF, ESIC, etc.
- Royalties and patent rights
- Licenses and permit fees
- Insurance Charges
- Freight charges/transportation costs
- Cost of fuel & lubricants Or any other rates, costs or conditions whatsoever.

1.13 Contract Period:

Contract Period means the period during which the Contract shall be executed or agreed between Contractor and Employer in the Contract.

1.14 Consultant:

Shall mean any person or persons duly appointed by the Employer/Project Manager/Architect to act as 'CONSULTANT' to render consultancy services in any area/field of activity connected with and arising out of the Contract under a separate agreement setting out the consultant(s) responsibilities and terms.

1.15 Daywork Schedule:

Daywork Schedule means the document so named which is comprised in the Schedule.

1.16 Defect(S) Liability Period:

Defect(s) Liability Period shall be the period referred to in the Special Conditions of Contract starting after Virtual Completion, and any period extended as a result of rectification of the Work/change orders, between the Virtual Completion and the Final Completion of the Work, and during which period the Contractor shall be bound to replace and/or rectify and make good all defective materials, equipment and/or workmanship which arise in the Works or come to notice subsequent to the Virtual Completion of the Works and prior to the Final Completion of the Works without requiring the Employer to bear any additional charges whatsoever.

1.17 Drawings:

'Drawings' means all drawings, details, and sketches along with the technical information therein, furnished by the Architect/ Consultant to the Contractor under the Contract and any modifications of such drawings or such other drawings as may be from time to time be furnished or approved in writing by the Project Manager. All shop drawings, samples, patterns, models, operation and maintenance manuals, Product data and

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Other technical information of a like nature submitted by the Contractor shall also be referred to as 'Drawings. '

1.18 Employer:

The Employer shall mean the company/person referred to in the Special Conditions of Contract.

1.19 Employer's Representative:

Employer's Representative shall mean an individual or an agency duly appointed by the Employer to act for and on its behalf at the Site during all phases of construction of the Project. Any actions to be taken by the Employer may be taken on the Employer's behalf by the Employer's Representative.

1.20 EHS Plan

"EHS plan" means Environmental, Health and Safety Plan, as attached to these Conditions of Contract.

1.21 Final Completion:

Final Completion will be deemed to have been achieved when at the end of the Defects Liability Period, all snags identified by the Architect have been remedied to the satisfaction of the Project Manager, a Final Completion Certificate has been issued by the Architect, and when all the requirements of the Contract have been met and complied with and when all the defective items of Work and defects have been replaced and/or rectified and made good as directed by and to the satisfaction of the Employer.

1.22 Force Majeure:

Force Majeure are risks due to riots (other than those among Contractor's or its subcontractor's/ supplier's employees) and civil commotion (in so far as both these are uninsurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, insurrection, military or usurped power, an act of Government, an act of God, such as lightening, unprecedented floods, tornado, and damage from aircraft.

1.23 Headings:

The headings in these shall not be deemed to be part thereof or to be taken into consideration in the interpretation or construction thereof or of the Contract.

1.24 Letter of Acceptance

'Letter of Acceptance' shall mean the letter of formal acceptance, signed by the Employer, including any annexed memoranda comprising agreements between and signed by both the parties.

1.25 Measurement Books:

The "measurement books" shall be defined as the books maintained during the currency of the project to record all measurements qualifying for payment based on approved GFC drawings, as built drawings & variations. The Contractor shall maintain measurement books of all work done by them. The Contractor shall get the measurement books verified by the Project Manager periodically.

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1.26 Nominated Subcontractor:

"Nominated Sub-Contractor" refers to those specialists, tradesmen, and others whose credentials, as well as quotations, are evaluated and approved by the Employer/ Project Manager and then nominated for executing special works or supplying special equipment or materials, for which provisional sums are included in the Contract. Such agencies shall be deemed to have been employed by the Contractor.

1.27 Normal Working day:

A working day is defined as any day between Monday and Saturday, both inclusive, and excluding any Public Holiday as notified by the Government of India / State Government. Work at site shall continue over Sundays and all holidays excepting statutory Government public holidays.

1.28 Project:

Project shall mean the total execution of the Works as described in the Special Conditions of Contract.

1.29 Public Holiday

'Public Holiday' shall mean any day that is declared as a public holiday by the Government of India or the State Government.

1.30 Project Coordination Services

'Project Coordination Services' refers to those services that need to be carried out by the Contractor in coordinating its work with the other agencies works at the Site as per instructions of the Employer / Architect/ Project Manager. Such services shall be at no extra cost to the Employer and must be to the full satisfaction of the Architect / Project Manager.

1.31 Project Manager

The 'Project Manager' shall be the company/person referred to in the Special Conditions of Contract. The Project Manager shall be authorized to represent and act on behalf of the Employer on a day-to-day basis during all stages of the Project. All communications, approvals, and decisions to be taken in connection with the Architect's services shall be channeled through the Project Manager.

1.32 Provisional sum:

Provisional sum shall mean a lump sum included in the tender documents representing the estimated value of the work for which details are not available at the time of issue of tender

1.33 Records and Audits

The contractor shall keep books and records in such a manner as to enable to carry out effective financial control.

1.34 Retention Money

'Retention Money' shall have the meaning ascribed to it in clause 28.5.

1.35 References & Cross-References To Clause And Sub-Clause Numbers

Unless specifically stated otherwise, all references and cross-references made to clause and sub-clause numbers in these General Conditions of Contract refer to the clauses and sub-clauses of the General Conditions of

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Contract itself.

1.36 Schedule of Rates

'Schedule of Rates' shall refer to the rates forming the basis for the Contract Price, as provided in a schedule to the Contract.

1.37 Singular and Plural:

Words in the singular also include the plural and vice versa where the context requires.

1.38 Site:

The Site shall mean the location defined in the Special Conditions of Contract.

1.39 Specifications:

"Specifications" means the specifications for the Work included in the Architect's Drawings and the Civil / Interior / MEP / Other Works Technical Specifications, and any modification thereof or addition thereto.

1.40 Sub-Contractors:

"Sub-Contractors" shall mean the persons, firms, companies or agencies who after approval of the Employer/ Employer's Representative, have entered into a direct Contract with the Contractor in respect of any part of the Work and any later package of the Project, and include the Sub-Contractors' legal representatives, successors and permitted assignee. The Contractor shall have full responsibility for the actions and work of any Subcontractor, whether contracted by the Contractor to perform portions of the Work or any later package of the Project.

1.41 Tender:

"Tender" shall mean the Contractor's priced offer for execution and completion of works and remedying any defects arising therein, in strict accordance with the Contract documents as issued with the tender and as per the agreement signed by the Contractor thereafter.

1.42 Tender Documents:

"Tender Documents" shall mean the Tender Form, the Instructions to Tenderers, General Conditions of Contract, Special Conditions Of Contract, Specifications, Schedule of Rates, Environmental, Health & Safety (EHS) Plan, Drawings, and any other related documents.

1.43 Temporary Works:

Temporary works mean all temporary works of every kind required for the execution of the works by the Contractor.

1.44 Terms "and", "or", and/or":

The terms "and", "or", "and/or" used in context with the description or enumeration of two or more items or components of work of documentation or anything similar shall mean as is relevant and applicable to the text.

1.45 Tests on completion:

Tests on completion shall mean all the system testing required to be done

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by the Contractor, to the entire satisfaction of Architect/ Consultant, Employer, and Employer's representative, prior to handing over the facility.

1.46 Unforeseeable:

Unforeseeable means not reasonably foreseeable and against which adequate preventive precautions could not be taken by an experienced contractor by the date of submission of the Tender.

1.47 Change Order:

Change Order means any change to the Works, which is instructed or approved as a Change Order.

1.48 Vendors:

"Vendors" shall mean and include all suppliers, contractors, subcontractors, nominated sub-contractors engaged for the Project.

1.49 Virtual Completion:

Virtual completion will be deemed to have been achieved upon a Virtual Completion Certificate being issued by the Project Manager, when the Work, according to the Employer and Architect, has been completed in every respect in conformity with the Contract Documents and are ready and fit for the intended purpose, complete with all systems and services having been tested and commissioned.

1.50 Written Notice

Written Notice shall be deemed to have been duly served if delivered in person to the authorized representative of the firm/company for whom it is intended, or if hand delivered at and a written delivery receipt obtained or sent by faxed or courier service or speed post with acknowledgement to the last business address known to the party who gives the notice.

1.51 Works:

"Works" shall mean and include all materials, plant and machinery, equipment, and labour necessary to execute the project in full compliance with the requirements of the Contract Document.

1.52 Working day:

Working Day shall mean any day from Monday to Saturday (both days inclusive), excluding Public Holidays. "Month" means English Calendar month. "Day" shall mean a calendar day of 24 hours each.

1.53 Joint & Several Liability:

If the Contractor constitutes a joint venture or a consortium which is applicable as per Laws,

(a) Persons of the JV or Partnership Consortium shall be deemed to be jointly and severally liable to the Employer for the performance of the Contract;

(b) They shall notify the Employer of their leader who shall have the authority to bind the Contractor and each of these persons; and

(c) The Contractor shall not alter its composition or legal status without the prior consent of the Employer.

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2.0 SCOPE, EXTENT, INTENT, AND OTHERS**2.1 Scope:**

The general character and the scope of the Work shall be as illustrated and defined in the Drawings, Specifications, Schedule of Rates, and other Contract Documents.

2.2 Extent:

The Contractor shall carry out and complete the Work under the Contract in every respect, and work shall include the supply of all labour, equipment, materials, plant and machinery, tools, transportation, formwork, scaffolding and everything else necessary for the proper execution and successful completion of the Work in accordance with the Contract Documents and to the directions and satisfaction of the Project Managers, Architect, and Employer. The Contractor shall be fully responsible and liable for everything and all matters in connection with or arising out of or being a result or consequence of its carrying out or omitting to carry out any part of the Work. Where any parts of the Work may be executed by Sub-Contractors such responsibility and liability of the Contractor shall cover and extend to the work of all such Sub-Contractors.

2.3 Intent:

The Contract Documents are complementary, and what is called for by any one shall be binding as if called for by all. Wherever it is mentioned in the Contract Documents that the Contractor shall perform certain work or provide certain facilities, it is understood that the Contractor shall do so at its own cost. Materials or work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognised standards as are applicable.

2.4 Increases/Decreases to Scope of Work:

The Employer reserves the right to increase or decrease the scope of the Work on any or all items or to change the nature of the Work involved in any or all items or to completely delete any items of the Work under the Contract, within the limitations set in the Special Conditions of the Contract. The Contractor shall not be entitled to claim for loss of anticipated profits, for mobilization of additional resources, or for any other such reason on account of these Change Orders. In the event that the Employer elects in writing to add an item to the scope of the project or to delete an item from its scope, the Employer shall be entitled to increase/ reduce (as the case may be) an appropriate amount from the Contract Price.

2.5 Items of work for completion:

The Contractor is bound to carry out any items of work necessary for the completion of the Work even though such items of work may not be expressly described in the Contract Documents.

2.6 Access For Employer, Architect and Project Manager:

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The Employer, Employer's Representative, Project Manager, the Architect, and their respective consultants shall at all times have access to the Work and the Site and to the workshops or other places of the Contractor where the Work is to be so prepared and in workshops or other places of Sub-Contractors and suppliers. The Contractor shall by a term in its Sub-Contracts so far as possible, secure a similar right of access to those workshops or places for the Employer, Employer's Representative, Project Manager, Architect, and their respective consultants and shall do every thing for the purposes of carrying out inspections to ascertain and ensure that work is being carried out in conformity with the Contract Documents or for any other purpose in connection with the Work under the Contract.

3.0 SITE:

3.1 Contractor to satisfy itself about site conditions:

The Contractor represents that before tendering for the Work, the Contractor has visited the Site and satisfied itself about the Site conditions for construction and for logistics and smooth flow of workmen and materials as well as permission from appropriate governmental authorities for this purpose. The Contractor has examined the Site and taken note of the correct dimensions of the Work and facilities for obtaining any special articles called for in the Contract Documents. The Contractor has also made its own assessment and obtained all information on the Site constraints and on all matters that will affect the execution, continuation, progress, and completion of the Works. Any extra claims made in consequence of any misunderstanding, incorrect information on any of these points, or on the grounds of insufficient description or information shall not be entertained or allowed at any stage.

3.2 Access to site by the Contractor :

The access to the Site will be given immediately on award of the Contract to the Contractor and the Site shall be shared with other Vendors and SubContractors as applicable. The Site for execution of the work may be made available, in stages as per agreed schedule jointly prepared by the Project Manager and the Contractor

The Contractor shall upon being given such access commence the Work and diligently proceed with the execution of the Work in accordance with the Contract Documents. Access to the Site by the Contractor shall be merely a licence for carrying out the construction of the Work under the Contract, and the Contractor shall not by his being allowed such entry on the Site, acquire any right, lien or interest either in the Work carried out by them under the Contract or anything appurtenant or attached thereto or to any part of the Site, and its claim will only be in the nature of money found due and payable to them in accordance with the payment certificates under the provisions contained herein. The Work shall be free from all liens, charges and claims of whatsoever nature from any party other than the Employer. The Employer shall have a lien over all work performed by the Contractor, Sub-Contractor's and Vendors and also for the materials and equipment brought

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on Site by them.

Any Treasures, coins or antique objects found buried at the site shall be handed over to the Employer.

4.0 PROJECT MANAGER/ EMPLOYER'S REPRESENTATIVE, CONTRACTOR AND CONTRACTOR'S REPRESENTATIVE:

The status, duties, and responsibilities of the Project Manager/ Employer's Representative and Contractor's Representative shall be as detailed below:

4.1 Role and responsibilities of the Project Manager:

- i. The Project Manager shall be responsible for the day-to-day supervision, progress monitoring, coordination and direction of the project, and generally to ensure that the Work is carried out in all respects in strict conformity with the Contract documents.
- ii. The Project Manager shall have no authority to amend the Contract documents on any commercial or technical issue. At any time, if the Contractor deems that an instruction from the Project Manager represents a Variation to the Contract, he shall seek a confirmation in writing from the Employer before executing the instruction. No claim from the Contractor shall be entertained later otherwise.
- iii. The Project Manager shall have the authority to stop the work whenever such stoppage may be necessary to ensure the proper execution of the Project. The Contractor shall provide all the necessary facilities to the Project Manager in the performance of his duties. And shall comply with all instructions as may be issued by the Project Manager. The Contractor shall refer all matters relating to the performance of the Contract to the Project Manager. The contractor shall not be entitled to claim extensions, extra costs, or losses in this regard.
- iv. The Project Manager shall observe sound and established engineering practices using the latest standards, codes, and regulations, as applicable for the purpose specified and suitable for respective uses intended. Supervision over the contractor shall be maintained by the Project Manager, who shall exercise constant and continuous supervision and control over quality, workmanship, and materials, plant, machinery, equipment, etc., used for the project as and when may be required.
- v. The Project Manager will work in close co-operation and co-ordination with the Architect, Employer, and the Consultants.
- vi. All communication by the Contractor shall be addressed to the Project Manager exclusively.

4.2 Instructions of Project Manager:

The Architect may from time to time, through the Project Manager, issue

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further supplementary drawings, written instructions, details, directions, and explanations, which shall be collectively referred to as the Instructions of Project Manager. The Contractor shall forthwith comply with and duly execute the work comprised in such Instructions of Project Manager, provided always that verbal instructions, directions and explanations given to the Contractor or his representative by the Architect or Project Manager shall, if involving a Variation, be confirmed in writing immediately thereafter by the Project Manager.

4.3 Approval of Project Manager:

Approval of the Project Manager shall always mean approval in writing. The onus shall be on the Contractor to obtain all the necessary approvals in writing. Such approvals, however, shall not relieve the Contractor of any of its responsibilities under the Contract.

4.4 Decisions:

The Project Manager in consultation with the Employer and/ or Architect/ Consultant, shall make decisions on all matters relating to the execution and progress of the Project, including the claims and queries of the Contractor. The decision, opinion, direction and interpretation of the Project Manager (in consultation with Employer and/ or Architect/ Consultant), with respect to any or all matters including the following matters shall be final and binding on the Contractor, except for matters involving financial implications or extension of time which will be decided in consultation with and with the prior written approval of the Employer. Notwithstanding the generality of the foregoing, unless stated to the contrary below, the decision of the Project Manager in respect of the following actions shall be binding upon the contractor:

- Any discrepancy in the drawings or between the Drawings and Specifications
- The quality or quantity of works of the additions/omission/substitution of works
- The removal and/or re-execution of any work executed by the Contractor.
- The dismissal from the Site of any person employed upon the Work.
- The opening up for inspection of any work covered up.
- All materials and workmanship.
- Everything that must be provided or done by the Contractor in order to properly execute and successfully complete the Work under the Contract.
- Supervising the replacement and/or rectifying and making good all defective items of work and during the Defects Liability Period.
- Removal of any material/equipment/plant and machinery brought by the Contractor to the Site for execution of the Work.

4.5 Role and responsibilities of the Contractor's representative:

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- The Contractor's Representative shall represent the Contractor at the Site. The Contractor's Representative shall be on Site at all times during performance of the Work and the Project Coordination Services and shall be responsible for the day-to-day interaction with the Project Managers.
- The Contractor's Representative shall have adequate experience in handling similar kind of projects, competent enough and have the authority to make and communicate all decisions called for in this Contract to be made by the Contractor. The Contractor's representative may be required to produce appropriate documentation and referrals in respect of previous assignments. The Contractor's Representative shall be responsible for the day-to-day supervision and oversight of the Project Coordination Services, including, without limitation, the EHS Plan implementation.

4.6 Contractor's responsibilities:

The Contractor shall have the following responsibilities in carrying out the Work and the Project Coordination Services.

- i. The Contractor shall provide written intimation to the Project Manager well in advance if the work is likely to get disrupted or delayed due to the non-issuance of drawings/ instructions.
- ii. The Contractor shall, on the instruction of the Project Manager/ Employer's Representative, immediately dismiss from the Work any person employed thereon by him who may, in the opinion of the Project Manager and Employer's Representative, be incompetent or who engages in unlawful or disorderly conduct, and such persons shall not be re-employed on the Work without the prior written permission of the Project Manager.
- iii. The Contractor shall indemnify the Employer for loss suffered by the Employer on account of any act/omission/neglect of the Contractor's, workers, employees, and Sub-contractors, etc.
- iv. The Contractor shall comply with all safety standards to the satisfaction of the Employer's Representative.
- v. The Contractor shall take full responsibility for the management & supervision of the Sub-contractors and the Nominated Sub-Contractors and the Contractor's Representative. The Contractor shall act as an independent contractor in the performance of its obligations under the Contract. The employees and the subcontractors utilized by the Contractor shall not be construed as the Employer's employees and shall work under the control and management of the Contractor, who shall continue to be fully responsible for their acts. The Contractor shall be solely responsible for the payment of compensation and all statutory benefits of its employees, and the employees shall be informed that they are not entitled to any of the Employer's employee benefits. The Contractor and not the Employer shall be solely responsible for payment of all statutory payments including, without limitation, provident fund,

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workers' compensation, disability benefits, and unemployment insurance or for withholding and paying employment taxes for the Employees. The employees and the Sub-contractors shall affirm they are not employees of the Employer for any purpose and that they shall not exercise any rights, seek or be entitled to any benefit accruing to the regular employees of the Employer.

- vi. The Contractor shall ensure that all Sub-contractors engaged exercise all such skill, care, and technical competence as represents a high standard within their respective professions or trades as is appropriate for the satisfactory execution of their work and services.
- vii. The Contractor shall not, without the written approval of the Employer, assign this Contract or any part of it. The Employer/ Employer's representative/ Architect/ Project Manager reserves the right to review and approve each Sub-contractor which the Contractor recommends at any time to engage to perform any services before such Sub-contractor is hired or performs any service.
- viii. The Contractor shall exercise constant and continuous supervision and control over the workmanship, materials, plant, machinery, equipment, etc., used in the Work and report on the status of the same to the Employer's Representative and the Project Manager.
- ix. The Contractor shall be responsible for obtaining all necessary permits, approvals, certificates and the like and submit the same to the Project Managers'
- x. All the obligations and responsibilities of the Contractor under the Contract shall be subject to the satisfaction of the Employer's Representative.
- xi. Any activity conducted or responsibility assumed by the Employer's Representative or the Project Manager shall not relieve the Contractor of any of its obligations and responsibilities under the Contract.
- xii. The contractor shall observe sound and established engineering practices. The contractor shall use the latest standards, codes, and regulations, as applicable for the purpose specified and suitable for respective uses intended. The contractor must keep at site the latest IS codes on site for quick referencing.

5.0 TYPE OF CONTRACT:

The Contract shall be an item-rate re-measurable Contract only to execute the project according to the actual measured quantities at the rates contained in the Schedule of Rates. The Contractor shall be paid for the actual quantity of work done as measured at the site, at the rates quoted and accepted by him in the schedule of rates. The Contractor understands and agrees that the amount payable is assessed on a re-measurable basis in accordance with the tendered rates. However, the Contract Price may be altered on account of a Change Order. The

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Contract Price shall include payment for the supply of all labour (including payment to his Sub-Contractors), equipment, materials, plant and machinery, tools, transportation, framework, scaffolding, construction of civil works and all applicable taxes including the VAT, WCT, Service taxes duties, octroi, levies, royalties, fees, insurance premiums, contributions towards employees benefits including ESIC and PF and funds, distribution of power and water and all services and activities constituting the Scope of Work defined in the General Conditions of Contract. The Contract Price shall also include the Contractor's establishment, infrastructure, overheads and all other charges, and shall generally be inclusive of every cost and expense required by the Contract to be borne by the Contractor and necessary for the proper execution and successful completion of the Work under the Contract, in conformity with the Contract Documents and the best engineering and construction practices and to the satisfaction of the Architect, Project Manager, Employer's Representative and the Employer.

Unless specified otherwise in the Special Conditions of Contract, no escalation of the prices shall be allowed during the period of the contract for any reasons whatsoever, and the prices quoted by the Contractor shall be deemed to be fixed and constant throughout the duration of the project and Defects Liability Period.

Schedule of Rates:

The quantities mentioned in the Schedule of Rates are provisional and are meant to indicate the scope of works and to provide an uniform basis for tendering.

The Employer reserves the right to increase or decrease the quantities or to totally omit any item of work. The Contractor shall not claim any extra or damage on these grounds.

Any change in description or in quantity or omission of items from the Contract bill shall be vitiate into the contract but shall be treated as a change order.

6.0 CONTRACTOR'S SITE ORGANIZATION AND RESOURCES:

6.1 Contractor's representative and supervisory staff.

The Contractor shall, at its cost, provide and ensure continued effective supervision of the Work with the help of the Contractor's Representative, assisted by full-time qualified, experienced, and competent engineers, supervisors, Safety officers, Safety stewards, and adequate staff, to the satisfaction of the Employer's Representative and the Project Manager for the entire duration of the Work. The Contractor shall submit its proposed site organization chart for the approval of the Employer's Representative and the Employer. The Contractor's Representative shall be on the Site at all times as the Work and the Project progresses and shall be responsible for carrying out the Work to the true meaning of the Drawings, Specifications, Conditions of Contract, Schedule of Rates, the other Contract Documents, and instructions and directions of the Employer's Representative and the Project Manager. The instructions and directions given in writing to the Contractor's Representative or to any of its assistants at the Site by the Employer's Representative or the Project Manager shall be deemed to have been given to the Contractor officially. Attention is called to the importance of the Contractor requesting written instruction from the Employer's Representative

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or the Project Manager before undertaking any Work where the Project Manager's and/or Employer's Representative direction or instructions are required. Any such Work done in advance of such instructions will be liable to be removed at the Contractor's expense and will not be paid for unless specifically approved in writing by the Project Manager and/or Employer's Representative, as the case may be.

All key staff employed at the Site by the Contractor shall be considered essential to the performance of the Work and the Project Coordination Services, and all key staff shall be subject to the approval of the Employer's Representative. However, such approval shall not relieve the Contractor of any of its Contractual obligations. No staff, including the resident engineer and other technical supervisory staff, shall be removed or transferred from the Work without the prior written permission of the Employer's Representative or Project Manager. The Employer's Representative and Project Manager shall, however, have the authority to order the removal from Site of any undesirable personnel from the contractor's side due to their misconduct, incompetence, or negligence in the performance of their duties. If key staff becomes unavailable for assignment to the Work or the Project Coordination Services for reasons beyond the Contractor's control, the Contractor shall immediately notify the Employer's Representative to evaluate the impact on the project. Prior to the substitution or addition of any key staff, the Contractor shall obtain the Employer Representative's written consent as to the acceptability of replacements or additions to such personnel. The Contractor shall at all times be fully responsible for the acts, omissions, defaults, and neglect of all of its representatives, agents, servants, workmen, and suppliers and those of its Sub-Contractors.

6.2 Man-power and plant and machinery:

The Contractor shall, at its cost, provide and install all equipment, materials, plant, cranes, hoists, ladders, and scaffolding necessary for the execution of the Work in conformity with the Contract Documents and to the satisfaction of the Employer's Representative and Project Manager. Also, all machines, tools, trucks, formwork material, man-power, and everything else necessary for the proper and satisfactory execution and completion of the Work in accordance with the Contract Documents shall be provided by the Contractor at its own cost. The Contractor shall, within fourteen (14) days from the Letter of Acceptance, submit a complete list of its manpower, plant, and machinery for the approval of the Employer's Representative and Project Manager, which approval, however, shall not relieve the Contractor of any of its responsibilities, obligations, and liabilities under the Contract. The Contractor shall augment its manpower, plant, and machinery without extra cost to the Employer whenever required or so directed by the Employer's Representative/Project Manager in order to conform to the approved construction programme for the achievement of milestones and Virtual Completion. All the tools, equipment, and machinery provided by the contractor for the execution of the project should be in perfect condition. Any fault or non-operation of the tools, equipment, and machinery shall be rectified immediately by the contractor, and no time extension shall be allowed at all in the event of some fault or non-operation of tools, equipment, and machinery.

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Key personnel and plant and equipment, once employed for the works by the Contractor and approved by the Employer, shall not be removed from the works without prior consent from the Employer.

6.3 Contractor store, site offices, and other facilities:

A temporary store shall be constructed by the Contractor at a mutually agreeable space within the Site. In the event of the store being on the upper floor or in an area with a basement, the floor loading and the stacking must be as per the Employer's representative or Project Manager's standards, specifications, and guidelines. If specified in the Special Conditions of Contract, the Contractor shall arrange for a site office for the tenure of the project with office furniture (desks, seats, filing) for the exclusive use of the Project Manager and its staff, as per the layout and arrangements provided by the Project Manager. The contractor shall, as per the requirements indicated by the Project Manager, also be responsible for providing a Signage board at the project site (of size as determined by Project Manager), which will indicate the Name of the project and project facilitators. For the projects requiring an on-site testing facility, the contractor shall also set up a lab facility and install all necessary testing equipment with valid calibration.

The Contractor shall provide and maintain all necessary accommodation and welfare facilities for the Contractor's and Sub-contractor's workmen, outside the site. The Contractor shall not permit any of the Workmen to use the spaces in the permanent works.

6.4 Security:

The Contractor shall, at its cost, provide at all times an adequate number of watchmen to guard the Site, materials and equipment to the satisfaction of the Employer's Representative/ Project Manager. The Contractor shall at all times be fully responsible for the security of all materials and equipment on the Site, whether its own or those of any Sub-Contractor. Neither the Employer nor the Employer's representative / Project Manager shall be responsible for any loss due to theft, fire, accident or any other reasons whatsoever.

6.5 Telephone:

If specified in the Special Conditions of Contract or Bill of Quantity, the Contractor shall provide telephone line(s), as required, for the Employer's representative/ Project Manager at the site. Within three days after such telephone line, the Contractor shall provide one telephone instrument and one Fax instrument in good working condition for the Project Managers and maintain them up to the end of the project work. All the charges for Telephone and consumables for Fax instrument shall be borne by the Employer.

6.6 Survey Equipment:

The Contractor will arrange, at its own cost, the survey equipment, as and when requested by the Project Manager.

6.7 Sanitary Convenience:

The same shall be as per the Employer representative/ Project Manager's

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guidelines and as specifically stated under EHS guidelines. Separate arrangements shall be made for male and female workers.

6.8 Scaffolding, Staging, Guard Rails, Barricades:

The Contractor shall at its cost provide steel scaffolding, staging, guard rails, barricades and safety barriers around all openings and at all edges, temporary stairs and other temporary measures required during construction. The supports for the scaffolding, staging guard rails, barricades and safety barriers and temporary stairs shall be strong, adequate for the particular situations, tied together with horizontal pieces and braced properly. The temporary access to the various parts of the building under construction shall be rigid and strong enough to avoid any chance of mishaps. The entire scaffolding arrangement together with the staging, guard rails, barricades and safety barriers, and temporary stairs shall be to the approval of the Project Manager, which approval shall not relieve the Contractor of any of its responsibilities, obligations and liabilities for safety and for timely completion of the Work. The use of wooden scaffolding on the Site is strictly forbidden.

6.9 Safety Personnel:

Experienced safety officers with an adequate number of supporting personnel shall be appointed by the Contractor for full time on the site during the Contract period.

6.10 Temporary Lighting and Ventilation:

The Contractor shall, at its own cost, make necessary arrangements in respect of the provision of adequate lighting and ventilation (natural as well as artificial) at all places where its workmen are engaged for carrying out the Work in a proper, safe and satisfactory manner. The contractor shall also provide general lighting in common areas such as entrances, staircases, etc., with minimum LUX level requirements besides illuminating the workplaces.

6.11 Protection of Environment:

The Contractor understands that the Site is free from pollutants at the time of access to the Site and commencement of the Work. The Contractor shall comply with all applicable environmental laws and regulations and shall ensure that the Site is and remains free from pollutants at the end of the Project. The Contractor shall ensure inter alia that neither the soil nor the ground water is polluted or contaminated by fuels or lubricants emitted by machinery operated on the Site or by other dangerous or poisonous substances which are or are deemed to be hazardous to the environment. Notwithstanding the above, the Contractor shall comply with all the directions and decisions of the Project Manager in this regard and all applicable environmental legislations in relation to the same, including obtaining statutory consents and approvals as may be required.

6.12 First Aid Equipment:

The Contractor shall establish a fully equipped and staffed first aid centre on the Site to deal with accidental injuries and workers' health.

6.13 Housekeeping:

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The Contractor shall be required to maintain the site works and surroundings in a neat and orderly manner free from accumulating debris, haphazard stacking of materials, unhygienic and unsafe environment; cleaning of site at all levels inside and outside, removal of unwanted materials, packing cases, etc. shall be undertaken at least once on daily basis. The Contractor shall nominate the Safety Officer to be responsible for housekeeping. Unwanted materials and debris shall be carted away from the site and disposed of on a daily basis. Providing housekeeping facilities of the Site office for the Employer's representative, stores, toilets, etc., as mention in this clause at Contractor's expense. If in the opinion of the Employer / Project Manager, the housekeeping is not carried out to acceptable standards, then the Employer has right to engage an outside agency for the same at the cost and risk of the Contractor.

7.0 LABOUR REGULATIONS:

7.1 Regulations:

The Contractor shall be wholly and solely responsible for full compliance with the provisions under all labour laws and/or regulations such as Payment of Wages Act 1948, Employees Liability Act 1938, Workmen's Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961, the Contract Labour (Regulation and Abolition) Act 1970 and the Factories Act 1948 or any modifications thereof or any other law relating thereto and rules there under introduced from time to time. The Contractor shall assume liability and shall indemnify the Employer from every expense, liability or payment by reason of the application of any labour law, act, rules or regulations existing or to be introduced at a future date during the term of the Contract. Insurance cover towards the above shall be effected by the Contractor as called for in clause 38.0. In general, in respect of all labour directly or indirectly employed in the Work for the performance of the Contractor's part of the Contract, the Contractor shall comply with all the rules framed by the Government authorities concerned from time to time for the protection of the health and welfare of the workers. The Contractor shall obtain a valid license under the Contract Labour (R & A) Act 1970 and the Contract labour (Regulation and Abolition) Central Rules 1971 and under any other applicable rules before the commencement of the Work and continue to have a valid licence until the completion of the Project.

7.2 Child Labour:

The Contractor shall not employ any labourer less than 18 years of age on the job. If female labour is engaged, the Contractor shall make necessary provisions at its own expense for the safeguarding and care of their children and keeping them clear of the Site. No children shall be permitted on the Site.

7.3 Payment of wages:

The Contractor shall pay to labour employed by him, either directly or through Sub-Contractors, wages not less than fair wages as defined in the

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relevant local labour regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act 1970 and the Contract Labour Regulation and Abolition of Central Rules 1971, wherever applicable. He shall also abide by the minimum wages and other regulations applicable to the labour engaged in the Work, as laid down by the concerned local authorities. The contractor shall, within 7 days of issuance of the LOI, furnish a copy of the current minimum wages, as circulated by State or Central regulatory authorities, applicable to the region of the project, for all trades involved in its work.

7.4 Model Rules:

The Contractor shall at its own expense comply with or cause to be complied with, Model Rules for labour welfare framed by Government or other local bodies from time to time for the protection of health and for making sanitary arrangements, Malaria control, etc. for workers employed directly or indirectly on the Work and in the workers hutment area. In case the Contractor fails to make arrangements as aforesaid, the Employer shall be entitled to do so and recover the cost thereof from the Contractor.

8.0 SAFETY:

8.1 Safety Codes:

In respect of all labour, directly or indirectly employed on the project for the performance and execution of the Contractor's Work under the Contract, the Contractor shall at its own expense arrange for all the safety provisions as listed in (i) Safety codes of C.P.W.D. and Bureau of Indian Standards, (ii) The Electricity Act, (iii) The Mines Act, and Regulations, Rules and Orders made there under and such other acts as applicable.

Precautions as stated in the safety clause are the minimum necessary and shall not preclude the Contractor taking additional safety precautions as may be warranted for the particular type of work or situations. Also mere observance of these precautions shall not absolve the Contractor of its liability in case of loss or damage to property or injury to any person including but not limited to the Contractor's labour, the Employer's, Architect's, Employer's Representative's and Project Manager's representatives or any member of the public or resulting in the death of any of these.

8.2 Safety Equipment:

Protective gear such as safety helmets, boots, belts, etc. shall be provided by the Contractor at its own cost to all its man-power at the Site. The Contractor shall impose such requirements on all Sub-Contractors and Vendors also. It shall be the responsibility of the Contractor to ensure that such protective gear is worn at all times by all personnel working at the Site during the term of the Project. The Employer and Project Manager/Employer's Representative shall each have the right to stop any person not wearing such protective gear from working on the Site. In case the Contractor fails to make arrangements and provide necessary facilities as

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aforesaid, the Employer shall be entitled to do so and recover the costs thereof from the Contractor or impose a financial penalty upon the Contractor. The decision of the Employer's Representative in this regard shall be final and binding on the Contractor.

8.3 Site Conditions

- ③ The Contractor shall take full responsibility for the adequacy, stability and safety of all Site operations and ensure that the methods of carrying out the Work and the Project by the Contractor, including its workmen, employees, Sub-Contractors and Vendors, meet all the necessary safety standards and requirements of the EHS Plan. In order to fulfil this obligation, the Contractor shall appoint a permanent safety officer for the Site.
- ③ The Contractor shall institute and implement to the satisfaction of the Project Manager of a construction safety program, including:
- Preparing a Site-specific written safety programme consistent with the EHS Plan, Indian law, and best practices. As a minimum, the programme shall require applicable safety equipment for all workers, use of barriers and barricades around potentially dangerous areas, protection of workers working under elevated conditions, accident reporting, first aid provisions, etc.
 - Weekly safety reviews and 'risk assessments' shall be carried out in conjunction with the Project Manager and the Employer in order to identify potential safety hazards and to mitigate against them.
 - Attending weekly or as scheduled safety meetings at the site conducted by the site safety representative of the project manager
 - The Contractor will be required to provide all personnel entering the Site an Identity and safety rules card and verbal explanation of the safety programme.
 - Requiring all subcontractors and other workers under the responsibility of the Contractor (including the Vendors or later phases of the construction of the Project) to adhere to the written safety program as per the approved format.

The Contractor has full responsibility for maintaining the Site in good and clean condition and removing all trash and debris on a daily basis to the satisfaction of the Project Manager. The Contractor is responsible for providing adequate sanitary facilities and maintaining them in a clean and healthy condition. If the Contractor fails to comply with the above, the Project Manager will have the authority to get the same cleaned by an external agency and debit the same to the Contractor's account.

If, by reason of any accident, or failure, or other event occurring to, in, or in connection with the Project, or any part thereof, either during the execution of the Work, or during the Defects Liability Period, any remedial or other work is, in the opinion of Employer's Representative or the Project Manager urgently necessary for the implementation of the safety programme of the Project by the Contractor and the Contractor is unable or unwilling at once to do such work, the Employer's Representative or the Project Manager shall be

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entitled to employ and pay other persons to carry out such work as the Employer's Representative or the Project Manager may consider necessary. If the work or repair so done by the Employer's Representative or the Project Manager is work which, in the opinion of the Employer's Representative or the Project Manager, the Contractor is liable to do at its own cost, then all costs consequent thereon or incidental thereto shall be recoverable from the Contractor and may be deducted by the Employer's Representative or the Project Manager from any of the Retention Money (as defined in Schedule of fiscal aspects) and any moneys due or to become due to the Contractor and the Employer's Representative or the Project Manager shall notify the Contractor accordingly, provided that the Employer's Representative or the Project Manager shall, as soon after the occurrence of any such emergency as may be reasonably practicable, notify the Contractor thereof.

The Contractor shall ensure that all operations by the Contractor, its workmen, employees, and Sub-Contractors to complete the Project and the remedying of any defects therein shall, so far as compliance with the requirements of this Agreement permit, be carried on so as not to interfere unnecessarily or improperly with:

- a) the convenience of the public, or
- b) the access to, use and occupation of public or private roads, railways and footpaths to or of properties whether in the possession of Employer or of any other person.
- c) the Employer's operation and utilization of the facility at the Site; and
- d) the Work of Vendors.

If any hazardous or obnoxious materials (as defined by Indian law) are specified for use or are being used by Sub-Contractors or Vendors, the Contractor shall keep record of such material and forthwith give written notice to the Employer and shall ensure that the Sub-Contractors and Vendors, as applicable, use, store and dispose of such hazardous or obnoxious materials strictly in accordance with all applicable laws.

8.4 Additional Safety Regulations:

The Contractor shall continuously maintain adequate protection for the Work against fire and other hazards and shall protect the Employer's property from damage or loss during the performance of this Contract. The Contractor also shall adequately protect property adjacent to the Work.

The Contractor shall take all necessary precautions for the safety of its employees, Subcontractors, and the Vendors performing the Work and later phases of the Project and shall comply with all applicable safety laws and regulations to prevent accidents or injury to persons on, about, or adjacent to the Site.

The Contractor shall be responsible for coordinating a safe working programme with the Employer's Representative. Such a programme shall include, and the Contractor shall be responsible for maintaining, the following safe working conditions and practices:

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- All combustible material, food matter, garbage, scrap, and other debris generated during the performance of the Work shall be collected and removed from the Site daily. Arrangements for scrap burning should be discussed with Employer's representative.
- An adequate number and type of fire extinguishers shall be provided at the Site for fire control and shall be kept/maintained in satisfactory and effective working condition, at all times.

8.5 Requirement of Fire Extinguishers

Each gas welding or burning, arc welding unit, tar pot, or open flame unit requires a fire extinguisher with it during operation.

8.6 Requirement of Equipment

The availability of fire blankets is recommended. Other equipment related conditions are as follows:

- The Contractor shall use only safe equipment in good condition. The Contractor shall not use or permit to be used the Employer's equipment and the Employer shall not use the Contractor's equipment without prior written permission of the other.
- When working in an occupied building or area, the Contractor must before commencement of work familiarise itself with the hazards of that area, such as the location of flammable substances and toxic fumes.
- Materials and equipment intended for installation in the Work as well as the Employer's equipment and materials already in place are to be protected at all times from debris, weather, or any damage. The Contractor shall take all steps necessary to ensure the preservation condition of such equipment.
- The Contractor's materials, tools, and equipment shall be stored only in areas approved by the Employer for this purpose.
- Site access and parking by the Contractor's personnel shall be at locations designated by the Employer/ Project Manager. Only the Contractor's personnel necessary for the performance of the Work shall be permitted access to the Site. The Contractor and its employees and Sub-contractors shall adhere to all speed limits and traffic regulations at the Site.
- The Contractor and its employees and subcontractors shall strictly obey all "No Smoking" restrictions.
- The Contractor shall not operate or use or manipulate utilities at the Site without the Employer's prior written approval.
- No valves shall be turned off or on or electrical disconnect switches operated except in an emergency. Any required utility "shut downs" will be scheduled and co-ordinated by the Employer's Representative.

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- The Contractor shall make any requests for utility manipulation or "shut downs" in writing on at least two (2) days' notice.

8.7 Safety with regard to site and housekeeping:

- The use of intoxicants or unlawful drugs at the Site, in any degree, shall be strictly prohibited. The Contractor shall rigorously enforce this regulation.
- When overhead work is in progress in or around an occupied area, signs to denote such work prominently displaying "Overhead Work" shall be used, or the area shall be protected by a barricade.
- Dusty work, such as concrete breaking or demolition, in or near occupied areas, shall proceed only after wetting down the area and taking steps necessary to prevent dust from penetrating occupied areas and creating a nuisance.
- Care shall be taken not to block any door, passageway, safety exit, fire fighting equipment, or safety equipment with materials or equipment.
- The contractor shall maintain general cleanliness at the site. All waste and debris shall be stored at the designated place and disposed of regularly.
- Materials must be piled, stacked, or stored in a neat and orderly manner. All stacking, whether inside or outside a building, shall be parallel to or at right angles to the building line or fence.
- When noisy operations of a prolonged nature are necessary in or near an occupied area, arrangements must be made with the Employer's Representative for scheduling to minimize any nuisance in the occupied area.

8.8 Non-compliance with Regulations

If the Project Manager or the Employer's Representative notifies the Contractor of non-compliance with the foregoing regulations, the Contractor shall immediately, if so directed, or in any event not more than eighteen (18) hours after receipt of such notice, make all reasonable efforts to correct such non-compliance. If the Contractor fails to do so, the Employer may suspend all or any part of the Work. When the Contractor has undertaken satisfactory corrective action, Employer shall lift the suspension of the Work. The Contractor shall not claim any extension of time to complete the Work or additional fees due to any such work suspension.

8.9 Implementation of Safety Measures

Notwithstanding anything herein before contained, particularly in clause 8.1, 8.2, 8.3, and 8.4, the Contractor shall be liable to ensure and implement all safety measures, whether or not statutorily prescribed, to safeguard, preserve, and protect the life, health, and welfare of every

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workman employed/deployed/engaged directly or indirectly by the Contractor on the Site and in relation to or connected with the Work and all Vendors employed in later phases of the Project in addition to installing, providing every prescribed safety and protective equipment, clothing etc., and the mere absence of any reference to or specification of a particular statute or rule or regulation in this Contract shall not absolve the Contractor of an obligation to comply with every such law, rule or regulation. The obligations stipulated in clauses 8.1, 8.2, 8.3, and 8.4 shall not in any manner be deemed to limit or restrict any obligation or duty that any law, rule, or regulation may otherwise impose upon the Contractor. The Contractor shall be liable for all consequences/liabilities arising out of its violating any of the aforesaid provisions, including fines, penalties, compensations, damages, prosecutions, proceedings, medical expenditure and costs, rehabilitation costs, and all other expenses connected therewith.

9.0 CONTRIBUTION TOWARDS EMPLOYEE BENEFITS, FUNDS ETC.:

The Contractor shall include in the Contract Price all expenses necessary to meet its obligations for making contributions toward employee benefits funds (Such as a provident fund, ESI benefits, old age pension, and/or any other benefits/compensation legally payable) in compliance with all the statutory regulations and requirements. All records in this connection shall be properly maintained by the Contractor and produced for scrutiny by the concerned authorities, the Project Manager, and the Employer whenever called for

10.0 OVERTIME WORK:

If it is necessary for the Contractor or any Sub-Contractor to work on other than working days or outside the normal working hours in order to keep up to the time schedule and meet the Construction Programme, the Contractor shall obtain the prior approval of the Project Manager in writing, which approval shall not be unreasonably withheld. The additional cost of wages and any other costs incurred as a result of overtime or any shift work shall be borne by the Contractor.

11.0 NOTICES, FEES, BYE-LAWS, REGULATIONS, ETC. :

The Contractor shall comply with all applicable laws and government acts including the by-laws or regulations of local authorities relating to the Work in so far as construction, fabrication and installation activities are concerned, and it shall obtain from the local authorities all permissions and approvals required for the plying of trucks, construction of machinery etc., and also for construction of temporary offices, labour camps, stores and other temporary structures in connection with the Work, and the Contractor shall give all notices and pay all fees and charges that are and that can be demanded by law thereunder. In the Contract Price for the Work, the Contractor shall allow for such compliance and work and for the giving of all such notices and shall include the payment of all such fees and charges. However, no title or proprietary interest of any kind shall be created in favor of the Contractor by virtue of the erection of the temporary structures.

12.0 LICENCES AND PERMITS:

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The Contractor shall directly obtain all licenses and permits for the materials under Government control and those required to be obtained by the Contractor for the execution of the Work. The Contract Price shall include all transportation charges and the other expenses that may be incurred in this connection.

13.0 ROYALTIES AND PATENT RIGHTS:

All royalties or other sums payable by the Contractor in respect of the supply and use of any patented articles, processes, or inventions for the carrying out of the Work as described by or referred to in the Contract Documents, shall be deemed to have been included in the Contract Price. The contractor shall keep the Employer indemnified against all such demands as may arise on account of the payment of royalties.

14.0 SETTING OUT AND SITE SURVEYS:

The Contractor shall establish, maintain, and assume responsibility for all bench marks and grid lines, and all other levels, lines, dimensions, and grades that are necessary for the execution of the Work, in conformity with the Contract Documents. The Contractor shall establish its relation to the permanent benchmarks and boundary lines established at the Site. The Contractor shall verify and co-relate all the survey data available at the Site before commencing the Work and shall immediately report in writing any errors or inconsistencies to the Project Manager. Commencement of Work by the Contractor shall be regarded as its acceptance of the correctness of all survey and setting out data available at the Site, and no claims shall be entertained or allowed in respect of any errors or discrepancies found at a later date. If at any time an error in this regard appears during the progress of the Work, the Contractor shall, at its own expense, rectify such error to the satisfaction of the Project Manager

The approval by the Project Manager of the setting out by the Contractor shall not relieve the Contractor of any of the responsibilities, obligations, and liabilities under the Contract.

The Contractor shall be entirely and exclusively responsible for the horizontal, vertical, and other alignment for all levels and dimensions and for the correctness of every part of the Work, and he shall rectify effectively any errors or imperfections therein. All such rectifications shall be carried out by the Contractor at its own cost and to the instructions and satisfaction of the Project Manager

The Contractor shall employ qualified surveyors to carry out all the surveys and setting out works.

15.0 DRAWINGS, SPECIFICATIONS, INTERPRETATIONS, ETC.:

Within fourteen (14) days after the issue of Letter of Acceptance, the Contractor shall be furnished by the Project Manager and/or Employer's Representative with one copy each of the Conditions of Contract, Specifications, and Schedule of Rates, without cost to contractor for its own use and for the use of its Sub-

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Contractors until the completion of the Contract. Additional copies of Contract Documents will be supplied on payment at actual cost basis. Two copies of working drawings shall be provided by the Architect through the Project Manager to the Contractor as the Work progresses. The timing of the provision of drawings shall be mutually agreed between the Contractor and the Employer's Representative/Project Manager/Architect in conformity with the construction programme and with due regard for the need to order and specify materials and equipment to the Site. Additional copies of construction status drawings will be supplied on payment at an actual cost basis.

In general, the Drawings shall indicate the dimensions, positions, and type of construction, the Specifications shall stipulate the quality, methods, and performance criteria, and the Schedule of Rates shall indicate the rates for each item of work. However, the above Contract Documents being complementary, what is called for by any one shall be binding as if called for by all.

Matters not contained in the specifications and in case of any ambiguities in the written specifications of the contract, the works shall be executed as per relevant IS codes and CPWD specifications in that order of preference. If such codes have not been framed, the decision of the Architect shall be final.

Any work indicated on the Drawings and not mentioned in the Specifications or vice versa shall be deemed as though fully set forth in each. Work not specifically detailed, called for, marked, or specified shall be the same as similar parts that are detailed, marked, or specified.

From time to time during the progress of the Work, the Contractor will be issued with revisions of Drawings and written instructions by the Project Manager in connection with and necessary for the proper execution and successful completion of the Work. All such revisions of Drawings and written instructions shall be part of the Contract Documents, and the Contractor shall be bound to carry out the work that is shown and detailed on all such Drawings and shall be bound to follow and comply with all such instructions.

All Drawings and their subsequent revisions will be issued to the Contractor via listing on transmittals by the Project Manager. The Contractor shall maintain a Drawing register listing all Drawings and their latest revisions. All superseded Drawings shall be so stamped and withdrawn from circulation at the Site. It shall be the responsibility of the Contractor to ascertain and ensure that all the Work is carried out in accordance with the latest revisions of the Drawings issued to him. Should the Contractor fail to do this, all the rectifications and remedial work that may be required to conform to the latest revisions of the Drawings shall be at the Contractor's expense.

Wherever it is mentioned in the Conditions of Contract, Specifications, and other Contract Documents that the Contractor shall perform certain work or provide certain facilities, it is understood that the Contractor shall do so at its own cost unless otherwise provided in the Documents.

The Contractor shall immediately in writing bring any errors or inconsistencies in the Drawings and Specifications to the attention of the Project Manager for interpretation or correction before proceeding with the affected portion of the Work, and no claims or losses alleged to have been caused by such discrepancies shall be

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entertained or allowed at any stage. Local conditions that may affect the Work shall likewise be brought to the Project Manager's attention at once. If at any time it is discovered that work which has been done or is being done is not in accordance with the approved Drawings and Specifications, the Contractor shall correct the work immediately. The correction of such work shall be at the expense of the Contractor and shall not form a basis for any claims for payment or extension of time. The Contractor shall carry out all the rectification work only after obtaining approval for the same from the Project Manager

The Contractor, in the execution of the Work, shall make no deviations from the Drawings, Specifications, and other Contract Documents. Interpretations and clarifications shall be issued by the Project Manager.

No scaling of any Drawing shall be done to obtain the dimensions. Figured dimensions on the Drawings shall be used for carrying out the Work. Drawings with large-scale details shall take precedence over small-scale Drawings. Where any Drawings and details have not been provided but are necessary for the execution of the Work, it shall be the responsibility of the Contractor to seek these drawings and details in writing from the Project Manager at least four weeks prior to the latest date by which the Contractor needs these drawings and details to suit the programmed execution of the Work. No extension of time shall be allowed for any delays caused by the Contractor's failure to seek such details.

Drawings, Schedule of Rates, Specifications, and other Contract Documents, and all copies thereof furnished by the Project Manager shall remain the Employer's property. They shall not be used on any other work and shall be returned to the Employer at its request or at the completion of the Contract.

16.0 WATER AND ELECTRICITY:

Unless specified otherwise in the Special Conditions of Contract, water shall be made available to the Contractor at one point on the site on a free-of-cost basis. Further distribution from the point onwards shall be arranged by the Contractor at its own cost. Electricity shall be made available at a single point at the building, and further distribution will be the responsibility of the Contractor.

17.0 ASSIGNMENT AND SUB-LETTING:

The Contractor shall not assign this Contract. The Contractor may, however, subcontract any part of the Work with the prior written consent of the Project Manager and the Employer's Representative. Any permission to sub-contract parts of the Work shall not relieve the Contractor from any of its responsibilities, obligations, and liabilities under this Contract.

18.0 SUB-CONTRACTORS:

As soon as practicable, but at least fourteen (14) days before awarding any sub-contract, the Contractor shall submit to the Architect, Project Manager, and the Employer's Representative in writing the names of the Sub-Contractors proposed for any part of the Work, for the approval of the Architect, Project Manager, and

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the Employer's Representative. The Contractor shall employ such Sub-Contractors only after he has received confirmation in writing of such approval from the Project Manager and the Employer's Representative. Such approval, however, shall not relieve the Contractor of any of its responsibilities, obligations, and liabilities under the Contract. The Contractor shall be responsible for the acts, defaults, and neglect of all Sub-Contractors and their agents, servants, and workmen. The Contractor shall not employ any Sub-Contractor to whom the Project Manager or the Employer's Representative objects and/or does not approve. The Architect may, by written instruction, inform the Contractor, waiving the need for the Architect to specifically approve the Sub-Contractors in addition to the approval of the Project Manager.

Nominated Sub-Contractors:

In the Contract, Nominated Sub-Contractor means Sub-Contractor whom the Employer instructs the Contractor to employ as Sub-Contractor

The Contractor shall pay to the Nominated Sub-Contractor the amounts which the Project Manager certifies to be due in accordance with the sub-contract.

Before issuing a payment certificate that indicates an amount payable to a Nominated Sub-Contractor, the Project Manager may request the Contractor to supply reasonable evidence that the payment has been made.

The Contractor shall not be under any obligation to employ a nominated Subcontractor against whom the Contractor raises a reasonable objection by notice to the Project Manager as soon as practicable, with supporting particulars. An objection shall be deemed reasonable if there are reasons to believe that the nominated sub-contractor does not have sufficient competence, resources, or financial strength, unless the Employer agrees to indemnify the Contractor against and from the consequences of the matter.

19.0 SEPARATE CONTRACTS:

The Employer reserves the right to let other contracts in connection with the Project. The Contractor shall afford other contractors reasonable opportunity for their access to the Site, for the storage of their materials, and for the execution of their work, or if specified, give assistance to such contractors for such purposes as are specified. The Contractor shall properly connect and coordinate its Work with that of the other contractors that may be employed or engaged by the Employer. If any part of the Contractor's Work depends for proper execution or results upon the work of any other contractor, the Contractor shall inspect and promptly report in writing to the Project Manager any defects in such work that render it unsuitable for such proper execution and results. The Contractor's failure to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for receiving the work of the Contractor.

20.0 COORDINATION OF WORK:

At the commencement of the Work, and from time to time, the Contractor shall co-operate with other contractors, Sub-Contractors, persons engaged on separate

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contracts in connection with the Project, Vendors, and the Project Manager and with the Employer's Representative for the purpose of the coordination and execution of various phases of the Project. The Contractor shall determine and ascertain from the Vendors and persons engaged on separate contracts, in connection with the Project, the extent of all chasings, cutting, and forming of all openings, holes, details of all inserts, sleeves, etc. that are required to accommodate the various services.

The Contractor shall determine and ascertain the routes of all services and positions of all floor and wall openings, outlets, traps, the details of all inserts, equipment and services and shall carry out the construction and making good of all "builder's work" in accordance with and as shown, described and/or measured in the drawings, Specifications, and other Contract Documents. Also, the Contractor shall ensure that all required services, inserts, sleeves, embedment, etc., are in place/position before he proceeds with its work. Should the Contractor fail to comply with these requirements and the consequence of such failure necessitates the breaking, re-doing, and making good of any work, then the cost of all such breaking, re-doing, and making good of any work shall be to the account of the Contractor and shall be borne by him. No breaking and cutting of completed work shall be done unless specifically authorised in writing by the Project Manager. No work shall be done over broken or patched work without first ascertaining that the broken surface is adequately prepared and reinforced to receive and hold further work, as determined by the Project Manager.

In order to ensure proper coordination is being undertaken, weekly meetings, chaired by the Project Manager, will be held with the various contractors and at which coordination will be discussed and minutes of actions proposed circulated.

21.0 CONTRACTOR'S MATERIALS, WORKMANSHIP, STORAGE, INSPECTIONS:

21.1 Materials and workmanship:

The Contractor shall be responsible for the establishment of a full and comprehensive quality control system for the Work. The system shall include, but not be limited to, the means of controlling the testing and receipt of materials, the inspection of the Work, the filing and ordering of drawings and correspondence, and the duties and responsibilities of staff members.

All materials and equipment to be incorporated in the Work shall be new and as per relevant IS Codes. The materials, equipment, and workmanship shall be of the best quality of the specified type, in conformity with Contract Documents and the best engineering and construction practices, and comply with the specifications to the entire satisfaction of the Project Manager. This requirement shall be strictly enforced at all times and stages of the Work, and no request for change whatsoever shall be entertained on the grounds of anything to the contrary being the prevailing practice. The Contractor shall immediately remove from the Work any materials, equipment and/or workmanship which, in the opinion of the Project Manager are defective or unsuitable or not in conformity with the Contract Documents and best engineering and construction practices, and the Contractor shall replace such rejected materials, equipment and/or workmanship with proper, specified, and required and approved materials, equipment and/or workmanship, all at its own cost within a period of seven (7) days from the date of issuance of

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such notice.

The Contractor shall, whenever required to do so by the Project Manager, immediately submit satisfactory evidence and necessary test results as to the kind and quality of the materials and equipment.

21.2 Special makes or brands:

Where special makes or brands are called for, they are mentioned as a standard. Others of equivalent quality may be used provided the substituted materials are equivalent to the brand specified and prior approval for the use of such substituted materials is obtained in writing from the Project Managers. Unless substitutions are approved by the Project Manager's in writing in advance, no deviations from the Specifications and other Contract Documents shall be permitted, the Contractor shall indicate and submit written evidence of those materials or equipment called for in the Specifications and other Contract Documents that are not obtainable for incorporation in the Work within the time limit of the Contract. Failure to indicate this in writing within two weeks of the signing of the Contract will be deemed sufficient cause for denial of any request for an extension of time because of the same.

Alternative equivalent brands, if suggested by the Contractor during construction, may be considered, provided the suggested brand fully meets the requirements and is acceptable to the Project Managers. Any variation in price due to the use of alternate brands shall be permissible provided it is pre-approved in writing by the Employer's Representatives.

21.3 Proper scheduling and delivery of materials:

All materials and equipment shall be scheduled and delivered so as to ensure a speedy and uninterrupted progress of the Work, and the same shall be properly stored.

21.4 List of Materials:

Within seven (7) days of the signing of the Contract, the Contractor shall submit for the approval of the Project manager's a complete list of all materials and equipment the Contractor and its Sub-Contractors propose to use in the Work, of definite brands or makes, which differ in any respect from those specified, or the particular brand where more than one is specified as standard. The Contractor shall also list items not specifically mentioned in the Contract Documents but which are reasonably inferred and are necessary for the proper execution and successful completion of the Work.

21.5 Storage of materials and equipment at site

The Contractor shall, at its own cost, provide adequate storage sheds and yards at the Site, at locations pre-approved by the Project Manager, for all materials and equipment that are to be incorporated in the Work. This shall be for all the materials and equipment supplied by the Contractor or any Sub-Contractor. In addition to being water-tight and weather-proof, the

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storage facilities shall be of such a manner that all the materials and equipment are adequately protected in every way from any deterioration or contamination or damage whatsoever, and to the complete satisfaction of the Project Manager. The method of storing of all the materials and equipment shall be in conformity with the Specifications and/or to the directions and instructions of the Project Manager. At no time shall any material or equipment be stored in the open or in contact with the ground. Should any of the materials or equipment deteriorate or be contaminated or damaged in any way due to improper storage or for any other reason then such materials and equipment shall not be incorporated in the Work and shall be removed forthwith from the Site and the replacement of all such materials and equipment shall be entirely at the cost and expense of the Contractor. The Contractor shall be responsible for also providing, at its own cost, proper and adequate security for all the materials and equipment stored at the Site so as to prevent any theft, pilferage etc., and the Contractor shall be responsible and liable for all the matters in connection with such security or the lack thereof. Where, after permission has been sought and obtained from the Project Manager, any material or equipment is kept on any portion of the structure, this shall be done in such a manner as to prevent any overloading whatsoever of the structure, to the complete satisfaction. The cost associated with any damage to any portion of the structure in this respect shall be to the account of the Contractor and shall be borne by him.

Should delays be caused on account of the removal and replacement of any materials or equipment or on account of any lack of security, the Contractor shall not be entitled to any extension of time or increase in the Contract Price.

Wherever applicable, the storage of materials shall be in accordance with the relevant Indian Standard Specifications.

21.6 Right Type of Workmen, Plant And Machinery, Jigs, Tools, Etc.:

The Contractor shall employ the right type of workmen, plant and machinery, jigs, tools, etc. to fabricate and/or install all materials and equipment. They shall be fabricated and/or installed without any damage and in accordance with the manufacturer's instructions and manuals and to the satisfaction of the Project Manager.

21.7 Inspection:

All materials, equipment, and workmanship shall be subject to inspection, examination and testing at all times and stages during construction, manufacture and/or installation, by the Project Manager and they shall have the right to reject and order the removal and replacement of any defective material, equipment and/or workmanship or require its correction and rectification. The Contractor shall not proceed with any operation or sequence or trade of the Work until the previous operation or sequence or trade has been inspected and approved by the Project Manager. No embedded items or any other work shall be covered up unless these have been inspected and approved by the Project Manager. The onus shall be on the Contractor to get such inspections carried out and obtain such approvals.

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Should the Contractor fail to comply with these requirements, then all additional or redoing of work necessitated as a consequence thereof shall be at the Contractor's cost and expense. No inspection or approval shall relieve the Contractor of any of its responsibilities, obligations, and liabilities under the Contract. No defective workmanship shall be repaired or patched up in any way without the inspection and direction of the Project Manager.

Rejected workmanship shall be immediately corrected and rectified, and rejected materials and equipment shall be removed and replaced with proper, specified, and required materials and equipment by the Contractor to the approval and satisfaction of the Project Manager. The cost of all such correction and rectification and such removal and replacement shall be to the account of the Contractor and shall be borne by him, and also, the Contractor shall be responsible for all delays in this regard. The Contractor shall promptly segregate and remove the rejected materials and equipment from the Site and shall not reuse them in the Work. If the Contractor fails to proceed at once with the correction and rectification of rejected workmanship and/or the removal and replacement of rejected materials and equipment, the Employer shall have the right to employ other persons/agencies to correct and rectify such workmanship and/or remove and replace such materials and equipment, and recover the cost thereof from the Contractor, or the Employer may terminate the right of the Contractor to proceed further with the Work. If, as a result of examination, inspection, measurement or testing, material or workmanship is found to be defective or otherwise not accordance with contract, Project Manager may reject the material or workmanship by giving instruction / Notice to the contractor with reason & with time specified for rectification / for making good the defect. If the contractor fails to comply with the instruction within the specified time, the PM shall be entitled to employ and pay other persons to carry out work at the expense of the contractor.

The Contractor shall furnish promptly and without any charge all facilities, access, labor, materials, plant, and tools required and necessary for enabling the Project Manager to carry out inspections and tests in a safe and convenient manner. The Contractor shall ascertain and ensure that the facilities and access provided for the carrying out of all inspections are completely safe in every respect, and the Contractor shall be fully responsible and liable for all matters in connection with such safety.

21.8 Testing:

All the tests on materials, equipment, and workmanship that shall be necessary in connection with the execution of the Work, as decided by the Project Manager and as called for in the Contract Documents, shall be carried out at the cost of the Contractor at the place of work or of manufacture or fabrication or at the Site or at an approved testing laboratory or at all or any such places. The Contractor shall provide all transportation, assistance, instruments, machines, labor, and materials as are required for the examining, measuring, and testing as described above, and all expenses connected with the tests as described above shall be borne by the Contractor.

21.9 Certificates

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The Contractor shall furnish, at its own cost, test certificates for the various materials and equipment as called for. Such test certificates shall be from the manufacturer for the particular consignment/lot/piece and shall be duly authenticated by respective consultants. The details in respect of the test certificates shall be as decided by the Project Manager (in consultation with consultants) for the relevant items.

21.10 Ownership of Materials and equipment

Each item of Materials and equipment shall, to the extent consistent with the Laws of the Country, become the property of the Employer, which is free from liens and other encumbrances when it is delivered to the site.

21.11 Materials supplied by the Employer

The Employer may supply materials free of cost to the Contractor as specified in the Special Conditions of Contract. Unloading, stacking, straightening, and uncoiling, etc. shall be arranged by the Contractor at its own cost

As specified in the Special Conditions of Contract, a certain percentage of wastage or breakage shall be allowed for Employer-supplied items. Any wastage or breakage over this percentage will be recovered at a rate that shall be double the average procurement price.

All surplus materials supplied to the Contractor by the Employer for incorporating or fixing in the Works (including preparatory work) shall, on completion or on closure of the Works and before submission of final bills, be returned by the Contractor to the Employer at the place designated within the site and the transportation and handling charges if any, from the site store to such place shall be borne by the Contractor. All such material reconciliation statements shall be checked and certified by the Project Manager before payment of the final bill. Recovery shall be made for that part of material found deteriorated or damaged, which may have been caused to said materials while in the custody of the Contractor, which condition will be determined solely by the Employer.

22.0 CONSTRUCTION DOCUMENTATION:

22.1 The Contractor shall have a well-established system for all kinds of construction documentation generated on the project. Project Manager shall conduct an alignment session with contractor at the time of kick-off meeting, explaining the contractor about the Standardized procedures to be adopted for specific documentation like Technical Submittals, Request for Information, Non-conformance notices, Change requests, Site Instructions, Invoicing procedures, Construction start-up, Schedules, Drawings, and all other procedures as indicated by Project Manager. The contractor shall be responsible for following those procedures, wherever applicable to them, for the execution of work. Immediately after the contract award, the Project Manager shall arrange for a Kick-off meeting, and the contractor shall be bound to fulfil all the requirements mentioned in that meeting.

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- 22.2** After the award of the Contract, the Contractor shall furnish for the approval of the Architect, all samples of materials and shop drawings, which the Project Manager shall comment/refuse/approve within fourteen (14) days of submission. No extra payment shall be due to the Contractor for the submission of material samples and preparation of shop drawings. A schedule giving dates of the submission of samples and shop drawings shall be included in the time schedule. Samples/materials approved by the Project Manager/ Architect/ Consultant shall be kept at the Site under the safe custody of the Contractor and, on completion of the Work, handed over to the Employer.
- 22.3** The Contractor shall, during the course of execution, prepare and keep updated a complete set of "up to date as built drawings" reflecting the current status of construction, marked with each and every change from the Contract drawings.
- 22.4** Agreed upon number of sets of "as built" drawings shall be supplied to the Project Manager upon completion of the project, along with a soft copy of the drawings in AutoCAD format (specified version) at no extra cost to the Employer.

23.0 CONSTRUCTION PROGRAMME, SCHEDULES AND PROGRESS REPORTS:

23.1 Construction Programme:

Within seven (7) days from the Letter of Acceptance, the Contractor shall furnish a detailed construction programme utilizing a known CPM software package like Microsoft Project, the latest version. The construction programme shall clearly show all the sequential activities of work required to be carried out from the commencement of the Work up to the Virtual Completion and should include the anticipated timing of Contractors' documents, Procurement, and sequence & timing of inspection & test specified in the contract. Work associated with each of the package's works shall be clearly identifiable. The construction program shall be submitted with supporting reports, which shall include a general description of the method the contractor intended to adopt & details showing the contractor's reasonable estimate of manpower.

The construction programme shall be based on the required milestones as per the Contract.

Every week, or sooner if required by the Project Manager, the approved programme charts shall be reviewed in relation to the actual progress of the Work and shall be updated as necessary. If at any time it appears to the Project Manager that the actual progress of the Work does not conform to the approved programme, the Contractor shall produce, at its expense and without reimbursement therefore, a revised programme showing the modifications to the approved programme and the additional input of resources by the Contractor necessary to ensure completion of the Work within the time stipulated for completion.

The submission to and approval by the Project Manager of such programmes or

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The furnishing of such particulars shall not relieve the Contractor of any of its responsibilities, obligations, and liabilities under the Contract.

23.2 Construction Schedules:

Along with the construction program described in Clause 23.1, the Contractor shall also submit the following schedules on a weekly basis:

- Manpower Deployment Schedule
- Plant and Equipment Deployment Schedule
- Materials Schedule (including status and mobilisation programme)
- Material samples Schedule
- Shop drawings Schedule (including status and delivery)
- Tentative Cash flow

23.3 Daily site reports:

The Contractor shall, throughout the contract period, submit daily site reports to the Project Manager and the Employer's Representative. The reports will include, but not be limited to:

- Record of the Site progress
- Number of employees on the Site
- Number of men employed in individual trades
- Plant and machinery at the site (including an indication as to whether the plant is working or standing)
- Notification of accidents
- Events influencing the progress of the Work

23.4 Employee Records

The records should include all staff employed by the Contractor as Subcontractors.

23.5 Site Register:

The Contractor shall maintain a site register that records the name and time of arrival and departure, at the Site, of any visitors and entry of material.

23.6 Progress Reports:

At the end of each week and each calendar month, the Contractor shall submit a progress report in a format agreed upon with the Project Manager. The reports shall include 2 sets of progress photographs taken from pre-determined locations, which illustrate the progression of the Work.

23.7 Meetings:

The designated Site In-charge from the contractor's side will attend and participate in the weekly progress review meetings, schedule review meetings, and any other meetings convened by the Project Manager, Architect/ Consultant, or Employer where their presence is required, as determined by Employer or Project Manager. The designated site safety representative in-charge of the contractor shall attend all safety meetings conducted at the job site and also

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participate in Weekly progress meetings, as required by the Project Manager.

24.0 PROTECTION OF WORKS:

- 24.1** The Contractor shall take full responsibility for the proper care and protection of the work carried out in respect of the Project from commencement until completion and handing over of the Project to the Project Manager. The Contractor shall protect and preserve the work carried out in respect of the Project in every way from any damage, fire or accident, including by providing temporary roofs, boxing, or other construction as required by the Project Manager. This protection shall be provided for all property on the Site as well as adjacent to the Site. The Contractor shall adequately protect, to the satisfaction of the Project Manager, all the items of finishing work to prevent any chipping, cracking, breaking of edges, or any damage of any kind whatsoever and to prevent such work from getting marked or stained or dirty. Should the Contractor fail to protect the work in respect of the Project or any part thereof, and should any damage be caused to the same, the Contractor shall be responsible for all replacement and rectification, as directed by the Project Manager, and all costs and expenses in connection with such replacement and rectification shall be to the account of the Contractor and shall be borne by it.
- 24.2** The Contractor shall, in connection with the Work, provide and maintain at its own cost all lights, security guards, fencing and anything else necessary for the protection of the Work and for the safety of the public and everyone associated with the Work, all to the approval and satisfaction of the Project Manager.
- 24.3** All operations necessary for the execution of the Work shall be carried out so as not to interfere with the convenience of the public, or with the traffic, or the access to, use and occupation of public or private roads and footpaths or of properties whether in the possession of the Employer or of any other person. The Contractor shall save harmless and indemnify the Employer in respect of all claims, proceedings, damages, costs, charges, and expenses whatsoever arising out of or in relation to any such matters.

25.0 CLEANING OF WORKS AND CLEARING OF SITE:

- 25.1** The Contractor shall maintain the Site and all Work thereon in neat, clean, and tidy conditions at all times. The Contractor shall remove all rubbish and debris from the Site on a daily basis and as directed by the Project Manager. Suitable steel skips shall be provided at strategic locations around the Site to receive waste and packaging materials.
- 25.2** Just prior to the Virtual Completion of the Work, or whenever so directed by the Project Manager, the Contractor shall carry out all the work necessary to ensure that the Site is clear and the Work are clean in every respect, the surplus materials, debris, sheds and all other temporary structures are removed from the Site, all plant and machinery of the Contractor are removed from site, the areas under floors are cleared of rubbish, the gutters

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and drains are cleared, the doors and sashes are eased, the locks and fastenings are oiled, all electrical, plumbing and other services are tested and commissioned, the keys are clearly labelled and handed to the Project Manager, so that at the time of Virtual Completion the whole Site and the Work are left fit for immediate occupation and use, to the approval and satisfaction of the Project Manager, and the Employer's Representative.

25.3 Should the Contractor fail to comply with the cleaning requirements, whether progressively or before completion, or fail to clear the Site as directed and required, then the Project Manager, after giving due notice in writing to the Contractor, shall have the right to employ other persons or agencies to carry out the cleaning and/or clearing work and all costs incurred on such work shall be recovered from the Contractor and shall be deducted by the Employer from any money that may be payable or that may become payable to the Contractor.

26.0 COVERING UP:

The Contractor shall give at least 24 hours clear notice in writing to the Project Manager before covering up any of the Work in foundations or any other such areas in order that inspection of the Work may be carried out for maintaining proper quality control. In the event of the Contractor failing to provide such notice, he shall, at its own expense, uncover such Work as required to allow the inspection to be taken and, thereafter, shall reinstate the Work to the satisfaction of the Project Manager.

27.0 METHOD OF MEASUREMENT:

To evaluate any executed work or any additional work instructed under change orders by the Project Manager or the Employer's Representative, the standard method of measurement in accordance with the Standards laid down by the Bureau of Indian Standards (IS:1200) shall be followed. However, if definite methods of measurement are stipulated in the Schedule of Rates, then the same shall supersede BIS methods and shall be followed. In the event of any dispute with regard to the method of measurement of any work, the decision of the Project Manager shall be final and binding, and no extra claims shall be entertained or allowed at any stage in this regard.

28.0 PAYMENTS

28.1 Mobilization Advance

As specified in the Special Conditions of Contract, an advance shall be paid to the Contractor against the order of raw material. Mobilization advance shall be released only after submission of the Performance Guarantee as per clause 43.6. Recovery of such sums advanced shall be made by deduction from contractors R.A. Bills commencing from first Running Account Bill on prorata

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percentage basis to the value of the work billed. Deduction shall be made in such a way that the entire advance is fully recovered by the time 80% of the value of the contract price is executed and paid. The bank guarantee for the advance shall be initially valid till the scheduled date of virtual completion plus 90 days. If required, the validity period shall be extended by the Contractor at the demand of the Employer.

Delay, if any, in payment of mobilization advance for any reasons shall not extend the period of the Contract nor shall be a cause for any claim.

28.2 Secured Advance

A secured advance calculated as a percentage, specified in the Special Conditions of Contract, of the basic cost of major construction material or of the composite rate, related to civil, sanitary and plumbing work (except sand, aggregate of all kinds, glass, construction chemicals, SW pipes, bitumen, insulation materials) actually brought to site by the Contractor shall be paid on submission of invoices /original vouchers and physical verification by the Project Manager.

The secured advance paid in the previous bill (s) shall be recovered from the next RA Bill to the extent materials are consumed, billed, and payment is made by the Employer. The fresh secured advance in R.A. Bill under process shall be for a quantity of materials actually verified by the Project Manager and duly entered in the measurement book.

The materials for which a secured advance has been paid shall be consumed within 3 (three) months of such advance being paid.

At any time of the project, the total value of secured advance shall not exceed twenty percent (20%) of the Contract Price.

28.3 Payments for executed work - Running Account bills:

The Contractor shall prepare measured bills as directed by the Project Manager (detailed measurement, abstract sheet, purchase bills, deviation statement for ongoing and completed work, materials reconciliation statement and any specific instructions which may be given in this regard by the Project manager and other supporting documents) once per month and submit the same to the Project Manager's for checking and issue of interim certificate. The Project Manager shall check the bill by taking, where necessary, the requisite measurements of the work. In the event of the failure of the Contractor to submit the required supporting documentation, no claims whatsoever due to delays on payment, including that of interest, shall be payable to the Contractor.

The rates quoted in the Schedule of Rates shall be used for preparing the bills, and shall be deemed to include the cost of all material, loading, transportation to site, unloading, storing under covers as required, assembling or joining the several parts together as necessary and incorporating or fixing materials in the Works including all preparatory work.

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Quantities given in the Schedule of Rates of different items are provisional and subject to variation. Payment shall be made for the actual quantity executed and certified by the Project Manager. No claim on the account of Change Order in the quantity will be entertained by the Employer.

28.4 Payment Certificate

The Project Manager will issue a payment certificate within the number of working days referred to in the Special Conditions of Contract, from the date of the bill submitted by the contractor for the value of work (net amount due to the contractor after deductions) executed by the Contractor, provided supporting detailed measurements, purchase bills, abstract sheets and other supporting documents requested by the Project Manager are furnished at the time of submission of bills. Thereafter, the Contractor shall be paid by the Employer the certified amount (after the deduction of applicable TDS, WCT, advance recovery, retention, and any other applicable recovery) within the number of days as specified in the Special Conditions of the Contract.

All such interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound, and imperfect or unskilled work to be rejected, removed, taken away, and reconstructed or re-erected. Any certificate given by the Project Manager relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the contract and specifications. Any such interim payment, or any part thereof, shall not in any respect conclude, determine, or affect in any way powers of the Project Manager under the Contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.

Pending consideration of the extension of the date of completion interim payments shall continue to be made as herein provided, without prejudice to the right of the Employer to take action under the terms of this Contract for delay in the completion of work, if the extension of date of completion is not granted by the Employer.

28.5 Retention Money

As specified in the Special Conditions of Contract, a percentage of each RA bill shall be withheld by the Employer. A partial amount of the total retention shall be released upon virtual completion of the Works. The balance amount of the retention shall be released after the expiry of the Defects Liability Period.

28.6 Payment of Final Bill

The Contractor shall submit the final bill in the same manner as specified in clause 28.3 within one month of the date of virtual completion. No further claims shall be made by the Contractor after submission of the final bill, and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there

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is no dispute and of items in dispute, for quantities and rates as approved by the Project Manager will, as far as possible, be made within the period specified herein below, the period being reckoned from the date of receipt of the final bill, complete with Reconciliation Statement of materials issued by the Employer, no objection certificate from the local labour officer mentioning nothing is pending on account of labour, and fulfilment of all other contractual requirements.

28.7 Withholding of payments

The Project Manager may withhold payment or, on account of subsequently discovered evidence, nullify the whole or a part of any payment certificate to such extent as may be necessary to protect the Employer from loss on account of including but not limited to the following:

- Defective work not remedied by the Contractor.
- Failure of the Contractor to make payments properly and regularly to its own workers, to its Sub-Contractors, to its suppliers.
- Damage by the Contractor to the work of other Contractors, Sub-Contractors, or Vendors.
- A reasonable doubt that the Contract cannot be completed for the balance unpaid amount.
- A reasonable doubt that the Contractor intends to leave work items incomplete.
- Failure of the Contractor to execute the Work in conformity with the Contract Documents.
- Failure of the Contractor to meet or keep up with the approved Construction Programme on which the agreed payment schedule is based.
- Failure of the Contractor to comply with and fulfil all contractual obligations and liabilities stipulated in the Contract Documents.

29.0 TAXES, DUTIES, ETC.:

As part of the Contract Price, the Contractor shall, in connection with the Work, include VAT, sales tax, octroi, all applicable duties, works contract tax, service tax and any other taxes including but not limited to sales tax on the Work, levies or royalties payable on the materials and equipment forming part of the Work, now or hereafter imposed, increased or modified from time to time and shall also include any other statutory obligations and no claims on this account shall be entertained or allowed at any stage subsequently except for adjustment for change in the Tax structure of VAT and Service Tax upon submission of documentary evidences to the Employer. The Contractor shall cooperate with and render all necessary assistance to the Employer to enable the Employer to avail of the Modvat facility and/or recovery of other indirect taxes, duties, and the like. Provision for Service Tax and Work Contract Tax (WCT) shall be included in the Contract Price but quoted separately in the summary page of the Schedule of Rates. TDS and WCT shall be deducted by the Employer and deposited with the authorities. A copy of the receipt shall be made available to the contractor. In case the Contractor is eligible for concessions/ rebates on the WCT, he shall

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Submit all documentary proof to the Employer for claiming reduced deduction.

30.0 CHANGE ORDERS:

30.1 The Employer reserves the right to alter the Scope of Work (See Clause 2.6) and, consequently, the Contract Price shall be suitably adjusted for such changes. The Project Manager shall issue all Change Orders only after obtaining the prior written consent of the Employer's Representative. The onus shall be on the Contractor to obtain such prior written consent of the Employer's Representative. The contractor shall not proceed with additional scope of work without prior approval from Employer/ Employer's representative through Project Manager.

30.2 If the rates for the additional, altered, or substituted work are not specifically provided in the Schedule of Rates, then such rates shall be derived from the rates that are specified for a similar class of work in the Contract. The Project Manager's interpretation as to what is a similar class of work and its decision on the method in which the rate is to be derived shall be final and binding on the Contractor.

30.3 If the rates for the additional, altered, or substituted work cannot be determined in the manner specified above, then the rates for such work shall be determined on the basis of actual consumption of materials and actual use of labour and plant and machinery, as detailed below:

- a. Cost of materials supplied by the Contractor, at not more than prevailing market rates, actually incorporated in the Work, inclusive of taxes, levies, fees, duties as delivered at site. Proof of cost in the form of an Invoice is to be submitted along with it.
- b. Cost of labor actually used at the Site on the Work at prevailing rates of labor or from related IS Codes / as per standard norms as approved by Project Manager.
- c. Cost allocation toward the Work for the use of any plant and machinery at the Site, on an actual basis.
- d. A percentage of the actual costs in respect of (a), (b), and (c) above, as specified in the Special Conditions of Contract, towards Contractor's establishment, overhead, and profit, plus taxes. Contractor's overheads and profit shall not be allowed on free issue items.

30.4 The Contractor shall provide a schedule of plant rates. If the Contractor and the Project Manager cannot agree on a rate as determined in accordance with Clause 30.2, then the Project Manager may determine a reasonable rate which shall be final and binding on the Contractor or, at the Employer's option, may order and direct the work to be carried out by such other persons or agencies as it may think fit, and such other persons or agencies shall not, in any manner be prevented or obstructed in their work or from entering upon the Work by the Contractor for the purpose of carrying out such work. The Contractor shall not be entitled to any payment whatsoever in connection with such work carried out by such other persons or agencies.

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Before the Contractor undertakes any extra work, he shall ensure that he has received a specific Change Order, signed by the Employer, from the Project Manager. No additional payments shall be made to the Contractor without prior agreement and receipt of the necessary signed Change Order. Each Change Order shall clearly state the value of the additional work agreed to and signed for by the Employer.

The Contractor shall at monthly intervals submit to the Project Manager an account giving particulars, as full and detailed as possible, of additional work ordered in writing by the Employer and which the Contractor has executed during the preceding month. If any Change Order instructed by the Employer causes a delay in the completion of the Work causing the Contractor to overrun the time fixed for completion of the Work, the Employer shall agree, following joint review of the circumstances with the Project Manager as to the extent of the delay, to postpone the time for completion of the Work by the period of delay, provided the Contractor has notified the Employer in writing, of such expected delay before such change order is actually issued by the Employer.

31.0 DEDUCTIONS FOR UNCORRECTED WORK:

31.1 If the Project Manager deems it inexpedient to get corrected or rectified any work of the Contractor which is defective or damaged or of substandard quality or is generally not in accordance with the Contract Documents, then an equitable and appropriate deduction shall be made thereof from the Contract Price, and the Architect's and Project Manager decision in this respect shall be final and binding on the Contractor.

31.2 Furthermore if, by reason of any accident, or failure, or other event occurring to, in or in connection with the Work, or any part thereof, either during the execution of the Work or during the Defects Liability Period, any remedial or other work or repair shall, in the opinion of the Project Manager, be urgently necessary for the safety of the Work, or any part thereof, and the Contractor is unable or unwilling to immediately and at once do such work or repair, the Employer may employ and pay other persons or agencies to carry out such work or repair as the Project Manager may consider necessary. If the work or repair so done by other persons or agencies is work which, in the opinion of the Project Manager, the Contractor was liable to do at its own expense under the Contract, then all expenses incurred by the Employer in connection with such work or repair shall be recovered from the Contractor and shall be deducted by the Employer from any money that may be payable or that may become payable to the Contractor or from the Contractor's performance bond.

32.0 RECTIFICATION OF IMPROPER WORK NOTICED

If it shall appear to the Project Manager or the Employer's Representative during the progress of the Work that any work has been executed with unsound, imperfect or unskilful workmanship or with materials of any inferior description or that any materials or articles provided by the Contractor for the execution of the Work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the Contract, the Contractor shall, on demand in writing from the Project Manager, specifying the work, materials or articles complained of, notwithstanding

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that the same may have been passed and certified, forthwith rectify or remove and reconstruct the work so specified in whole, or in part as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at its own proper charge and cost and in the event of its failing to do so within a period so specified by the Project Manager in its demand aforesaid, the Project Manager may rectify or remove and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expense in all respects of the Contractor, and deduct the expenses from the Retention Money or any sums that may be due at any time thereafter may become due to the Contractor or from its performance bond.

33.0 TIME FOR COMPLETION:

33.1 Time-essence of contract:

The time allowed for carrying out the Work as entered in the Tender shall be strictly observed by the Contractor and shall be deemed to be of the essence of the Contract and shall be reckoned from the date of award of the Contract. The Work shall proceed with due diligence until Final Completion. The Contractor shall prepare a Construction Program with a time schedule, keeping in view the completion period stipulated for specific portions of the Work and also the overall completion time, and submit the same for the approval of the Project Manager and the Employer's Representative. The Contractor shall comply with the time schedule as approved by the Project Manager and the Employer's Representative. In the event of the Contractor failing to comply with the overall and individual milestones contained in the time schedules, he shall be liable to pay liquidated damages as provided for in this Contract.

33.2 Causes of delay for which claims for extension of time may be considered;

The Contractor shall be entitled to claim for an extension of time, subject to the Conditions herein, should its works on the critical Path be delayed or impeded in the execution of the Work by reason of the following:

- a) Force Majeure;
- b) Delay in the receipt of 'construction status' drawings/ instructions from the Architect provided that, in the opinion of the Project Manager, the Contractor has made every effort and endeavour to minimize the effect of such delays.
- c) Delay in obtaining Statutory permissions for the Local authorities.
- d) Any Change Order which, in the opinion of the Project Manager, entails the requirement of additional time for completion of the Work.
- e) Delay in work by the other agencies working in same site.
- f) Exceptionally adverse climatic conditions

33.3 Extension of Time

In respect of items (a), (b), and (c) above, the Contractor shall submit in writing to the Project Manager its intention to claim for an extension of time within seven (7) working days of any of the above-mentioned reasons or

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events causing a delay. Any claim of extension of time in respect of item (c) shall be notified by the Contractor before such change order is actually issued. The Contractor shall thereafter detail and submit its claim for the extension of time within fourteen (14) working days of such delay having occurred. If the Contractor does not comply with both these conditions for each and every delay caused by any of the above-mentioned reasons or events, then he shall not be entitled to any extension of time. The Contractor shall not be eligible for any monetary compensation whatsoever due to the exclusion of time granted to him.

33.4 Claim of Extension of Time

The Project Manager shall study and verify the particulars of the claim for extension of time submitted by the Contractor and shall then reject, amend, or accept the claim. He will extend the time by notifying the Contractor in writing for completion of the Work by such period as he shall think adequate with the prior approval of the Employer's Representative and the time for completion of the Work so extended shall for all purposes of the Contract be deemed the time specified for completion of the Work. The decision of the Project Manager in this regard shall be final and binding on the Contractor. No extension of time shall be granted separately for any concurrent or parallel activities, and only a delay, caused by any of the above-mentioned reasons or events, in a critical activity, which has a direct effect on the overall completion of the Work, shall form a basis for granting an extension of time.

33.5 Deletions or changes in the scope of the Work

Should any deletions or changes in the scope of the Work reduce the time required to complete the Work under the Contract, then the time savings accruing from such deletions may be considered by the Project Manager in offsetting the durations awarded for an extension of time.

34.0 NO FINANCIAL OR OTHER COMPENSATION FOR DELAYS:

The Contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing in/or executing in/or completing the Work, whatever might be the cause of the delay if such delay is on account of the Contractor.

35.0 COMPENSATION FOR DELAYS CAUSED BY EMPLOYER:

Additional costs associated with an extension of time to the contract period arising from delays caused by the Employer shall be the subject of a claim by the Contractor. The Project Manager, in consultation with the Employer, shall assess all such claims in a fair and equitable manner.

36.0 PROPRIETY OF EXECUTED WORK:

All executed work, whether in part or in whole, shall be the exclusive property of the

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Employer. The Project Manager, the Employer, the Contractor, or any of its Sub-Contractors or their employees or workmen or servants or agents shall not be entitled to the use of any such work except for the purpose of carrying out subsequent work that is required to be carried out under the Contract or to complete the Project. The Employer shall have the right to occupy and take over the Work or any part thereof at any time during the progress of the Work or upon their completion, irrespective of any pending claims or disputes that the Contractor may have against the Employer.

37.0 BUREAU OF INDIAN STANDARDS:

37.1 Indian Standards Specifications

A reference made to any Indian Standards Specifications in the Contract Documents shall imply reference to the latest version of that Standard, including such revisions/amendments as may be issued, during the currency of the Contract, by the Bureau of Indian Standards and the corresponding clause/s therein shall hold valid in place of those referred to. The Contractor shall keep copies at the Site of all the latest publications of relevant Indian Standard Specifications applicable to the Work at the Site, as listed in the Specifications.

37.2 Amendments to BIS

Amendments to BIS codes announced after finalization of the Contract shall be followed.

37.3 Tolerances:

In case work does not conform to the dimensions and limits of tolerances specified in the Contract Documents and/or the Indian Standard Specifications the contractor shall be liable for all costs and expenses incurred for rectifications and/or replacements of any other Contractor's and/or Sub-Contractor's work required, in accordance with the directions of the Project Manager, for the proper installation of the finishing elements and/or equipment, and/or for structural purposes. The Project manager decision in this respect shall be final and binding on the Contractors and Sub-Contractors, and all such costs and expenses shall be recovered from the pertinent Contractors and Sub-Contractors and shall be deducted by the Employer from any money that may be payable or that may become payable under the Contract to such pertinent Contractors and Sub-Contractors for and on behalf of the Contractor.

38.0 INSURANCE:

38.1 Insurance Policies:

Before commencing the execution of the Work, the Contractor, without limiting his obligations and responsibilities under this Contract shall insure in the joint names of the Contractor and Employer against his liability for any material or physical damage, loss or injury which may occur to any property,

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including that of the Employer/Project managers/Architects, Sub-Contractors, Vendors or to any person including any employee of the Employer/Project managers /Architect, Sub-Contractors, Vendors or a member of the general public, by or arising out of the execution of the Work or in carrying out the Contract. It shall be obligatory for the Contractor to obtain and retain for all relevant times the insurance cover (in the joint names of the Contractor and Employer) under the following policies:

- i. Contractor's All Risk Insurance Policy to inter alia cover an amount equal to the Contract Price plus 10% for the period of completion including Defects Liability Period
- ii. Third party insurance to cover for any damages to third party. This shall be up to the end of the Defects Liability Period and shall include any damage to the properties and/or injury, including death to the persons of the general public and any one else deemed to be third party subject to individual claims and a maximum sum as specified in the Special Conditions of Contract.
- iii. Policy to cover Contractor's liability under Workmen's Compensation Act 1923, Minimum Wages Act 1948, Contract Labour (Regulation and Abolition) Act 1970, and other relevant Acts listed elsewhere. This shall be for the period up to the Final Completion of the Work, including the Defects Liability Period.
- iv. Insurance cover against damage or loss due to any reason in respect of materials, equipment, and/or work done. Limit of liability shall not be less than the value of such materials at any stage of the Contract, for the period of completion including Defects Liability Period.

The Contractor shall insure against all such liabilities and shall continue such insurance during the currency of the Contract, including the Defects Liability Period. Premiums for all insurance policies shall be paid and borne by the Contractor and shall not be reimbursable.

The Contractor shall produce to the Project Manager all certificates of insurance within 14 (fourteen) days from the date of the Letter of Acceptance. These certificates shall be fully executed and shall state that the policies cannot be cancelled until the completion of the Contract.

The Contractor shall obtain written confirmation of similar certificates from all Sub-Contractors and thereby assume responsibility for any claims or losses to the Employer resulting from failure of any of the Sub-Contractors to obtain adequate insurance protection in connection with their work and shall indemnify the Employer accordingly.

38.2 Failure to insure:

If the Contractor fails to comply with the terms of this clause, the Employer may effect the insurance and deduct the expenses from any moneys that may be or become payable to the Contractor or may, at his option, refuse payment of any certificate to the Contractor until the Contractor complies with this condition.

38.3 Indemnity:

In addition to the liability imposed by law upon the Contractor for injury

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(including death) to persons or damage to property by reason of the negligence of the Contractor or his agents, which liability is not impaired or otherwise affected hereby, the Contractor hereby assumes liability for and agrees to save the Employer harmless and indemnifies him from every expense, liability or payment by reason of any injury (including death) to persons or damage to property suffered through any act or omission of the Contractor, his employees, agents, servants, workmen, suppliers or any of his Sub-Contractors, or any person directly or indirectly employed by any of them or from the conditions of the Site or any part of the Site which is in the control of the Contractor or its employees or any of its Sub-Contractors, or any one directly or indirectly employed by either of them or arising in any way from the Work.

39.0 INDEMNITY:

39.1 The Contractor shall indemnify, defend, and hold and keep indemnified the Employer from and against all actions, suits, claims, costs, liabilities, and demands brought or made against the Employer in respect of any matter or thing done or omitted to be done by the Contractor or any of its Sub-Contractor(s) or their employees, workmen, representatives, agents, servants or suppliers in the execution of or in connection with the Work or the Contractor's or Sub-Contractor's performance under this Contract and against any loss or damage to the Employer in consequence of any action or suit being brought against the Contractor or any of its Sub-Contractor(s) or their employees, workmen, representatives, agents, servants or suppliers for anything done or omitted to be done in execution of the Work and the Project Coordination Services under this Contract, including but not limited to meeting the Project milestones, non-compliance with the applicable laws and regulations of the government and local authorities, not obtaining the relevant licences and permits, infringing any patents rights and specifically regarding use, storage and disposal of hazardous materials. The obligations of the Contractor under this clause shall survive till the closure of the Defects Liability period.

39.2 The Contractor shall insure that the Sub-Contractors indemnify, defend and hold, and keep indemnified the Employer harmless from all actions, suits, claims, costs, fines, judgements and liabilities in respect of any matter or thing done or omitted to be done by the Sub-Contractors or their employees, workmen, representatives, agents, servants and suppliers in execution of or in connection with the Work or arising out of or in any way alleged to be in connection with Sub-Contractors' performance under this Contract, including but not limited to, not meeting the Project milestones, non-compliance with the applicable laws and regulations of the government and local authorities, not obtaining the relevant licences and permits, infringing any patents rights and specifically regarding the storage, use or disposal by the Sub-Contractors of hazardous materials in, on or under the Site or at any location whatsoever in connection with the Project in any way. The Sub-Contractors' responsibility under this indemnification shall also include any and all hazardous materials introduced to the Site by their agents, representatives, employees, workmen, servants, and suppliers. The obligations of Sub-Contractors under this clause survive till the closure of the Defects Liability period.

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40.0 CORRECTION OF WORK BEFORE VIRTUAL COMPLETION OF WORKS:

The Project Manager and the Employer's Representative shall jointly conduct an extensive inspection just prior to the Virtual Completion of the Work and shall prepare a list of materials, equipment, and workmanship which are defective or damaged or of substandard quality or improperly executed or generally unacceptable due to not being in conformity with the requirements stipulated in the Contract Documents. The Contractor shall promptly remove, replace, re-execute, rectify and make good, to conform to the requirements stipulated in the Contract Documents and to the satisfaction of the Project Manager and the Employer's Representative all such materials, equipment, and/or workmanship included or itemised in the said list and the Contractor shall bear and pay for all expenses in connection therewith and consequent thereon and incidental thereto, including the cost for all remedial work on the work of other contractors destroyed or damaged by such removal, replacement, re-execution, rectification and making good. If the Contractor fails to remove, replace, re-execute, rectify and make good the rejected materials, equipment, and/or workmanship within a reasonable time, fixed by written notice, the Employer may employ and pay other persons or agencies to carry out such removal, replacement, re-execution, rectification and making good and all expenses incurred in connection therewith, including all damages, losses and expenses consequent thereon and incidental thereto shall be recovered from the contractor and shall be deducted by the Employer from any money that may be payable or that may become payable to the Contractor.

41.0 VIRTUAL COMPLETION OF WORKS:

- 41.1** The Works shall be considered as Virtually Complete only upon fulfilment of the procedure laid down in clause 40.0 above, and only after the Work has been completed in every respect in conformity with the Contract Documents and after all the systems and services have been tested and commissioned, and after the Site has been cleared and the Work cleaned in accordance with clause 25.0 and when the Project Manager has certified in writing that the Work is Virtually Complete. The Defects Liability Period shall commence from the date of such Certificate of Virtual Completion.
- 41.2** Should, before Virtual Completion, the Employer decide to occupy any portion of the Work or use any part of any equipment, the same shall not constitute an acceptance of any part of the Work or of any equipment unless otherwise so stated in writing by the Project Manager.
- 41.3** Prior to the issue of the Virtual Completion Certificate, the Contractor shall submit and hand-over to the Employer's Representative the keys to all locks, all operation and maintenance manuals for systems and services, any spares called for in the Contract, and every thing else necessary for the proper use and maintenance of the Work complete with all systems and services.

42.0 LIQUIDATED DAMAGES:

If the Contractor fails to complete the Works within the time stated in the Special

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Conditions of Contract or within extended time under clause 33.2, the Contractor shall pay Liquidated Damages to the Employer at the rate indicated in the Special Conditions of Contract for each week of delay when the Works remain uncompleted, subject to a maximum as indicated in the Special Conditions of Contract. These Liquidated Damages shall not relieve the Contractor from his obligation to complete the Works or from any other duties, obligations, or responsibilities that he may have under the Contract.

Milestones Penalties

In case of delay by the Contractor in achieving the target milestone dates indicated in the Special Conditions of Contract, the Project Manager may withhold temporary amounts from the Contractor's payments. This retention shall be released as soon as the Contractor meets any of the following milestones; otherwise, this retention shall become part of the Liquidated Damages amount charged to the Contractor as set hereabove.

43.0 GUARANTEES:

43.1 No Monetary Guarantees are applicable to this contract.

44.0 STATUTORY APPROVALS:

The Contractor is responsible for arranging for the visit of statutory authorities and obtaining all necessary approvals pertaining to their part of the work. Also, the contractor shall be required to provide full coordination to other vendors in case the statutory approval of other contractor/ vendor has an interface with the work

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executed by this contractor. The contractor shall make sure to start this process well in advance so the approvals are obtained on time and prior to the scheduled start date of Client operations, whether in part or the whole of the facility/ building.

45.0 PROJECT CLOSE-OUT DELIVERABLES:

The contractor shall be responsible for providing all the project close-out deliverables as per the tender documents prior to submitting its final bill. These deliverables include but are not limited to:

- a. Final Reconciliation of Free Issue Materials
- b. As-Built Drawings
- c. O&M Manuals
- d. Guarantees/ Warrantees
- e. Special warranties
- f. Keys
- g. Statutory approvals
- h. Testing and commissioning reports
- i. Contact list
- j. Handing over/ taking over the certificate duly accepted by the Client

Training shall be scheduled in consultation with the Project Manager. The contractor shall be responsible for videotaping all the training sessions and provide two copies of the recording to the Employer representative/ Project Manager as part of Project Closeout documentation.

46.0 DEFECTS LIABILITY:

46.1 Maintenance by contractor during defects liability period:

All defective items of work and defects noticed and brought to the attention of the Contractor during the Defects Liability Period shall be promptly and expeditiously attended to and replaced and/or rectified and made good by the Contractor at its own cost to the complete satisfaction of the Project Manager and the Employer's Representative.

46.2 Replacement and/or rectification and making good by contractors of all defective materials, equipment, and/or workmanship during defects liability period:

The Contractor shall replace and/or rectify and make good, at its own cost, and to the satisfaction of the Project Manager and the Employer's Representative, all defective items of work and defects arising, in the opinion of the Project Manager, from materials, equipment, and/or workmanship not performing or being in accordance with the Drawings or Specifications or the instructions of the Project Manager and or other Contract Documents or the best engineering and construction practices, and which may appear or come to notice within the Defects Liability Period after issue of the Virtual Completion Certificate. Any item, material, or matter repaired or replaced shall receive a new Defects Liability Period of like duration beginning upon the date the repaired or replaced item, material, or matter is returned for use to the Employer, provided that the aggregate guarantee period shall not exceed 36 months. The Contractor shall also be liable for all costs

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associated with damages and/or losses which are a consequence of such defective items of work and defects, and such costs shall be recouped by Project Manager from the Contractor and shall be recovered from the Retention Money held and/or from the Contractor's final bill (if the final bill has not been certified and paid for at the time).

Such defective items of work and defects as mentioned above shall, upon instruction and direction in writing of the Project Manager and within such time as shall be specified therein, be replaced and/or rectified and made good by the Contractor at its own cost. In case of default or failure by the Contractor to replace and/or rectify and make good such defective items of work and defects, the Employer may employ and pay other persons or agencies to replace and/or rectify and make good such defective items of work and defects, and all costs, damages, losses and expenses therefore, consequent thereon and incidental thereto shall be to the account of the Contractor and such costs, damages, losses, and expenses shall be recouped by the Employer from the Contractor and shall be recovered from the Retention Money held and/or from the Contractor's final bill (if the final bill has not been certified and paid for at the time). Should the Retention Money held (and the amount in respect of the final bill if it has not been certified and paid for at the time) be insufficient to meet such costs, damages, losses and expenses, as determined by the Project Manager then the Contractor shall be legally bound to pay the balance amount due under the claim to the Employer within one month of receiving notification to that effect from the Project Manager. In the event of failure on the part of the Contractor to pay the balance amount due within one month as stated above, the Employer shall be entitled to invoke the performance bond, and the Contractor shall raise no objection in this regard. In respect of those parts of the Work for which longer guarantee periods are stipulated elsewhere in the Contract Documents, the Defects Liability Period for such parts of the Works shall be until the end of the respective guarantee period that is stipulated for each such part.

47.0 FINAL COMPLETION OF THE WORK:

The Work shall be considered as finally complete at the end of the Defects Liability Period subject to the Contractor having replaced and/or rectified and made good all the defective items of work and defects in accordance with clause above, to the satisfaction of the Project Manager, Architect, Employer and provided that the Contractor has performed all its obligations and fulfilled all its liabilities under the Contract, and when the Project Manager has certified in writing that the Works are finally complete. Such Final Completion in respect of those parts of the project for which extended guarantee periods are stipulated elsewhere in the Contract Documents shall be achieved at the end of such stipulated guarantee periods.

48.0 FORCE MAJEURE:

- 48.1** The right of the Contractor to proceed with the Work shall not be terminated because of any delay, subject to the time limits set forth in this clause, in the execution of the Work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, or the Sub-Contractors,

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defined under Force Majeure, as Acts of God or that of the public enemy, restraints of Governing States, fires, and floods. The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: a) any strike, work-to-rule action, go-slow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event), (c) economic hardship and (d) changes in applicable laws.

- 48.2** If the Contractor is wholly prevented from the performance of the Contract for a period in excess of thirty (30) consecutive days because of a Force Majeure, the Employer may terminate this Contract by fifteen (15) days written notice delivered to the Contractor, and if the period of the Force Majeure exceeds one hundred and twenty (120) consecutive days, the Contractor may terminate this Contract by fifteen (15) days written notice to the Employer. In the event this Contract is so terminated, the Contractor shall be paid for the costs of the Work actually executed up to the date of termination. Such costs shall not include loss of profits or any other expenses of the Contractor or Sub-Contractors such as salaries or wages of the employees or workers, hire charges for plant and machinery, expenses towards maintenance of establishment, demobilization, break charges, or any other expense. Failure to agree on an equitable settlement shall be deemed to be a dispute.

49.0 TERMINATION OR SUSPENSION OF THE CONTRACT BY THE EMPLOYER:

- 49.1** If the Contractor shall be adjudged bankrupt or if he should make a general assignment for the benefit of its creditors, or if a receiver shall be appointed on account of its insolvency /bankruptcy, or if he should persistently or repeatedly refuse to carry out the Works diligently, or if he should fail to provide enough properly skilled workmen or proper materials or equipment or plant and machinery or tools or anything else necessary for the progress of the Work in accordance with the approved Construction Programme, or if he should fail to make prompt payments to Sub-Contractors or to suppliers for materials or equipment or to its workers, or if he should persistently disregard laws or ordinances or instructions of the Project Manager or the Employer's Representative, or if he should be guilty of a violation or breach of any provision of the Contract, or if he has abandoned the Contract, or if he has failed to commence the Work within the time specified, or if he has failed to submit a Performance Guarantee under clause 43.6, or if he has suspended the Work, then the Employer on the basis that sufficient cause exists to justify such action, may without prejudice to any other right or remedy, and after giving the Contractor seven days notice in writing, terminate the employment of the Contractor and take charge of all materials, equipment, tools, and plant and machinery thereon and use these as the Employer's property for the completion of the Project. In such case, the Contractor shall be entitled to receive payment for the Work completed by him only after the Project is completed. If the amount due to the Contractor for the Work carried out by him as per the Contract terms exceeds the expenses incurred by the Employer, including for additional management and administrative services, for completing the Project and in respect of the damages and/or losses suffered by the Employer due to the Contractor's default, then such excess shall be paid to the Contractor within

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three months of the final completion of the Project. If such expenses for completing the Project and in respect of the damages and/or losses suffered by the Employer exceed the amount due to the Contractor, then the Contractor shall pay the difference to the Employer within one month of receiving the notification to that effect from the Project Manager or the Employer's Representative. The expenses incurred by the Employer for completing the Work and in respect of the damages and/or losses suffered by him due to the Contractor's default shall be certified by the Project Manager, and its decision on this matter shall be final and binding on the Contractor.

49.2 The Employer may terminate the Work for convenience at any time for reasons other than for cause, without prejudice to any claims that the Employer may have against the Contractor, by giving the Contractor at least seven days prior written notice thereof. In such event, the Employer shall pay the Contractor such portions of the Work as are due and properly invoiced under the provisions for final payment in Clause 28.0 for Work performed prior to termination. In no event shall the total payments made to the Contractor exceed the Contract Price, and, prior to full payment, the Contractor shall comply with the requirements for the release of claims and other documentation as appropriate as provided for under the provisions for final payment in Clause 28.0. The Employer's sole liability to the Contractor for termination pursuant shall be determined in accordance with this Sub-Clause 48.2, and the Contractor shall not be entitled to any further payments, including, without limitation, loss of anticipated profits.

49.3 The Project Manager or the Employer's Representative may suspend at any time and for any reason any part of or the whole of the Work by giving at least 24 hours' written notice thereof to the Contractor, specifying the part of the Work to be suspended and the effective date of such suspension. The Contractor shall cease work on said part of the Work on the effective date of such suspension but shall continue to perform any unsuspended part of the Work. During a suspension, the Contractor shall only be reimbursed for the cost of the Work related to (a) the Contractor's employees whose work has been approved by the Project Manager and (b) such other items authorized by the Employer pursuant to a Change Order. The Employer may, at any time, authorize resumption of the suspended part of the Work by notifying the Contractor of the part of the Work to be resumed and the effective date of suspension withdrawal. The Work should be properly resumed by the Contractor after receipt of such notice. The Employer's sole liability to the Contractor for suspension shall be determined in accordance with this Sub-Clause 48.3 and any approved Change Order, and the Employer shall not be liable for any other damages, including, without limitation, loss of anticipated profits.

50.0 TERMINATION OR SUSPENSION OF THE CONTRACT BY THE CONTRACTOR:

50.1 Contractor's Entitlement to Suspend Work

If the Project Manager / Cost Consultant fails to certify in accordance with Sub-clause 28.3 or the Employer fails to comply with Sub-clause 28.4, the Contractor may, after giving not less than 30 days' notice to the Employer, suspend work (or reduce the rate of work) unless and until the Contractor

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has received the payment certificate or payment, as the case may be.

If the Contractor subsequently receives such a payment certificate or payment before giving a notice of termination, the Contractor shall resume working as soon as is reasonably practicable.

If the Contractor suffers delay and/or incurs Cost as a result of suspension work (or reducing the rate of work) in accordance with this Sub-clause, the Contractor shall give notice to the Project Manager and shall be entitled to

- a. an extension of time for any such delay, if completion is or will be delayed and
- b. the payment of any such Cost plus profits, which shall be included in the Contract.

After receiving this notice, the Project Manager shall proceed to agree or determine these matters.

50.2 Termination by Contractor

The contractor shall be entitled to terminate the Contract if:

- a. the Contractor does not receive the reasonable evidence within 42 days after giving notice under the above Sub-clause in respect of a failure to comply with Payment terms.
- b. The Project Manager fails, within 56 days after receiving a Statement and supporting documents, to issue the relevant payment certificate.
- c. The Employer substantially fails to perform his obligations under the Contract in such manner as to materially and adversely affect the ability of the Contractor to perform the Contract.
- d. A prolonged suspension affects the whole of the Works

In any of these events or circumstances, the Contractor may, upon giving 14 days' notice to the Employer, terminate the Contract.

50.3 Cessation of Work and Removal of Contractor's Equipment

After the notice of termination has taken effect, the Contractor shall promptly:

- a. Cease all further work, except for such work as may have been instructed by the Project Manager for the protection of life or property or for the safety of the Works,
- b. Hand over Contractor's Documents, Plant, Materials and other work, for which the Contractor has received payment, and
- c. Remove all other Goods from the Site except as necessary for safety and leave the Site.

50.4 Payment on Termination

After a notice of termination has taken effect, the Employer shall promptly:

- a. Return the Performance Security to the Contractor,
- b. Pay the Contractor, and
- c. Pay to the Contractor the amount of any loss or damage sustained by the Contractor as a result of this termination.

51. INTELLECTUAL PROPERTY RIGHTS:

51.1 It is hereby acknowledged and agreed that the Employer has commissioned

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the Work in connection with the Project and accordingly ownership of all intellectual property rights, including but not limited to property rights in the design and in all Drawings, Specifications and documents prepared by the Architects, the Contractor and any Sub-Contractors or Vendors belongs and shall be assigned solely to the Employer who shall be entitled to deal with the designs, Drawings, Specifications and documents in whole or in part, in any manner in the Employer's sole discretion. The Contractor hereby disclaims any right whatsoever on these intellectual property rights, in which cases the Employer shall be duly informed in that regard. This intellectual property right entitlement shall extend to any maintenance, repair, renewal, reinstatement, and enlargement of the Project. The Contractor shall ensure that any provisions of this type necessary to protect the intellectual property rights of the Employer are included in all its contracts with Sub-Contractors.

51.2 All communications, whether written or oral, including but not limited to this Contract, its Annexures, Drawings, data sheets, Specifications, bills of material, sketches, calculations, designs and all other materials shall be treated as confidential and shall be the exclusive property of the Employer unless otherwise agreed in writing and must be given to the Employer upon request, but in any event all such materials shall be delivered to the Employer upon termination/expiry of this Contract.

51.3 The Contractor agrees that it and its employees, agents, Sub-Contractors and consultants shall not (without the prior written consent of the Employer) during the term of this Contract or thereafter, disclose, make commercial or other use of, give or sell to any person, firm or corporation, any information received directly or indirectly from the Employer or the Architect or acquired or developed in the course of the Work, Project or this Contract, including by way of example only, ideas, inventions, methods, designs, formulae, systems, improvements, prices, discounts, business affairs, trade secrets, products, product specifications, manufacturing processes, data and know-how and technical information of any kind whatsoever unless such information has been publicly disclosed by authorised officials of the Employer. The Contractor agrees that prior to assigning any employee or agent or hiring any Subcontractor or consultant to work on this Project, such employee, agent, Sub-Contractor, or consultant shall be required to execute a document containing in substance and form a confidentiality provision similar to this provision.

51.4 The Contractor shall not, without the Employer's prior consent:

- take any photographs or videos of the Project (or any part thereof) for use other than in connection with carrying out and completion of the Project;
- write for publication, or cause, information or comment or pictures about the Project;
- supply to any third person such as actual and prospective clients, contractors, publishers, other interested parties and the like, the designs and any articles or information relating to the Project; and
- give interviews to the press, including television, radio, print, and the like, regarding the Project or the Contractor's involvement in

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the Work.

- 51.5** Notwithstanding the foregoing, this provision shall not limit the obligation of the Contractor to take photographs and/or videos on a regular basis for the purpose of providing the progress reports required by this Contract.
- 51.6** The Contractor, Sub-Contractors and their respective employees, representatives, agents, servants, workmen and suppliers shall not, during or after the termination/expiry of this Contract, disclose any information pertaining to this Contract or the Project to any person without the prior written consent of the Employer except when called upon to do so by a valid and lawful direction or order of a statutory or Government authority or an order of a court of law or where any of the parties require production of this document and related information for establishing their respective legal rights.

52.0 SETTLEMENT OF DISPUTES / ARBITRATION:

- 52.1** All disputes and differences of any kind whatsoever arising out of or in connection with this Contract whether during the progress of the work or after their completion shall be referred in writing by the Contractor to the Employer's Representative, and the Employer shall within 10 days from receipt make and notify its decisions thereon in writing to the Contractor.
- 52.2** Decisions, directions, clarifications, measurements, drawings and certificates with respect to any matter the decision for which is specially provided for by these or other special conditions to be given and made by the Employer's Representative or by the Project Manager are matters which are referred to hereinafter as exempted matters and shall be final and binding upon the Contractor and shall not be set aside on account of non-observance of any formality, any omission, delay or error in proceeding in or about the same or on any other ground or for any reason and shall be without appeal. They shall be specifically excluded from the scope of arbitration proceedings hereinafter referred to.
- 52.3** Subject to the aforesaid in the event of any dispute or difference between the parties hereto as to the construction or operation of this Contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account or as to the withholding by the Employer of any certificate to which the Contractor may claim to be and entitled to or if the Employer fails to make a decision within the aforesaid time, then and in any such case, but except in any of the exempted matters referred to in the above clause, the Contractor after 90 days of its presenting final claim on the disputed matters, may demand in writing that the dispute or difference be referred to and settled by a sole arbitrator mutually acceptable to the Employer and the Contractor. In the event the parties fail to appoint a mutually acceptable arbitrator, the parties shall approach the appropriate court for appointment of the sole arbitrator. The award of the arbitrator shall be final and binding on both parties. The provision as per the Arbitration and Conciliation Act 1996 shall apply to such arbitration. The arbitration venue shall be Mumbai. The procedure for the arbitration shall be determined by the arbitrator. Costs of such arbitration shall

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be borne by the party that lost the arbitration case.

52.4 The Contractor shall not, except with the consent in writing of the Employer, the Architect, in any way delay the carrying out of the Work by reason of such matter, question or dispute being referred to arbitration but shall proceed with the work with all due diligence and shall, until the decision of the arbitrator is given, abide by the decision of the Project Manager and no award of the arbitrator shall relieve the Contractor of its obligations to adhere strictly to the Employer, the Employer's Representative's or the Project Manager's instructions with regard to the actual carrying out of the Work except as specifically affected by such award.

53.0 GOVERNING LAW:

The governing law of the Contract shall be Indian law.

54.0 STANDARDS OF CONDUCT:

54.1 The Contractor, in performing its obligations under this Contract, shall establish and maintain appropriate business standards, procedures, and control, including those necessary to avoid any real or apparent impropriety or adverse impact on the interests of the Employer. The Employer will in no event reimburse the Contractor for any costs incurred for purposes inconsistent with such policies.

54.2 Compliance with laws, rules, and regulations:

Contractor represents, warrants, certificates, and covenants that in connection with performance under this contract that:

- It shall, and the Work to be provided hereunder shall, comply with all applicable local, national, and central laws, rules and regulations, including but not limited to those governing building constructions, environmental, safety of persons and property, ESI, workmen compensation, PF and applicable industrial/labour laws, and land development laws, rules and regulations.
- No services provided hereunder will be produced using forced, indentured, or convict labour or using the labour of persons in violation of the minimum working age law in the country where the Work is rendered;
- It shall comply with all laws regarding improper or illegal payments, gifts or gratuities; and Contractor agrees not to pay, promise to pay or authorize the payment of any money or anything of value, directly or indirectly, to any person or entity for the purpose of illegally or improperly inducing a decision or obtaining or retaining business or any advantage in connection with this Contract;
- It has not paid or provided and shall not pay any gratuity for the benefit of any agent, representative, or employee of the Employer, the Project Manager, or the Architect; and
- It has not, and shall not, engage in any sharing or exchange of prices, costs, or other competitive information or take any other collusive conduct with any third-party supplier or bidder in connection with the

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preparation or submission of any bid or proposal to the Employer or the negotiation of this Contract.

- It will also comply with all rules and regulations of the Employer which may be in effect at the Facility site regarding employment, passes, badges, smoking, fire prevention, safety and conduct, or property. On behalf of the Employer, the Contractor shall request and monitor that any Contractor, Sub-Contractors, vendors, and each of their employees observe such.

55.0 WARRANTY AS TO DOCUMENTS SUBMITTED TO EMPLOYER; AUDIT:

The Contractor represents that all Documents, including invoices, vouchers, and financials to settlements, billings, and other reports submitted or to be submitted by the Contractor to the Employer in support of an application payment are true, correct, complete, and accurate in all respects. Upon request of the Employer, the Contractor agrees to cooperate fully with the Employer in the conduct of a joint audit of the billings by the Contractor for the Work.

56.0 ACCOUNTS AND AUDIT:

The Contractor agrees to maintain true and accurate financial statements and books of accounts, recording all income and expenditure in relation to the Project ("**Books of Accounts**"). The Books of Accounts shall, at all times, be maintained at the Site or at the office of the Contractor. The Contractor agrees that the Employer and the Project Manager shall have the right to conduct (or cause to be conducted) an independent audit of the Books of Accounts at any time during the subsistence of the Contract. Additionally, the Contractor agrees that the Books of Accounts shall be maintained for 36 months subsequent to the expiry/termination of the Contract

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PROFORMA FOR CONTRACT AGREEMENT**Tender Package**

This Agreement for Tender Package (the "**Agreement**") is made at _____ on the _____ day of _____, 20__

BETWEEN

Insert Employer/ Client name, a company incorporated under the Companies act 1956 having its registered office at address of registered office, represented by its Insert job title, Insert name (hereinafter referred to as the "**Employer**" which expression shall, unless repugnant to the context or meaning hereof, be deemed to mean and include its successors, assigns and affiliates) of the one part

AND

Insert Contractor's name, a company incorporated under the Companies Act 1956, having its registered office address of registered office, represented by its Insert job title, Insert Name (hereinafter referred to as the "**Contractor**" which expression shall, unless repugnant to the context or meaning hereof, be deemed to mean and include its successors, assigns and affiliates) of the other part.

WHEREAS:

- A. The Employer had, on Insert date issued a 'Notice Inviting Tender' to the Contractor, in terms of which the Contractor and other entities who were issued similar notices, were invited inter alia to bid for the execution of Insert scope/ package works (the "**Tender**").
- B. The Contractor, having perused and satisfied itself of the terms and conditions, technical specifications, Schedule of Rates, list of approved makes and materials, drawings, EHS Plan, and other details relevant to the Tender, submitted its commercial bid on _____ (date)
- C. Subsequent to a techno-commercial evaluation of all bids and discussions with the various bidders, the Contractor was selected as the successful bidder, and a Letter of Acceptance was issued on Insert date by the Employer to the Contractor, as a representation of the Employer's intention to enter into this Agreement.
- D. The Parties are now desirous of recording their respective rights and obligations in relation to the execution of Insert scope/ package by the Contractor.

NOW THIS AGREEMENT WITNESSETH, AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

The following documents shall be deemed to form and be read and construed as part of

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this Agreement, in the same order of priority:

1. The Letter of Acceptance dated
2. The Tender Form dated
3. The Addenda to Tender nos.
4. The Special Conditions of Contract
5. The Technical Specifications
6. The Drawings
7. The Schedule of Rates
8. The HSE Plan
9. Any additional Documentation

In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity with the provisions of the Contract.

The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price at the times and in the manner prescribed by the Contract.

In Witness whereof the parties hereto have caused this Agreement to be executed the day and year first above written.

SIGNED WITH COMPANY'S DELIVERED FOR AND ON EMPLOYER	SEAL AND BEHALF OF	ACCEPTED ON BEHALF OF THE CONTRACTOR
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NAME OF AUTHORISED SIGNATORY:

NAME OF AUTHORISED SIGNATORY:

OFFICIAL ADDRESS:

OFFICIAL ADDRESS:

DATE:

DATE:

PLACE:

PLACE:

IN PRESENCE OF WITNESS:

SIGNATURE:

SIGNATURE:

NAME:

NAME:

ADDRESS:

ADDRESS:

(Seal & Signature of Tenderer)