

TENDER DOCUMENT FOR BALCONY SS RAILING FOR HERO HOMES, MOHALI PHASE - IB



Client :
Hero Realty Pvt. Ltd.
264, Okhla Industrial Estate
Phase -3,
New Delhi – 110020

Architects:
Rajinder Kumar Associates
B-6/17, SJ Enclave
New Delhi – 110029

Consultant:
Optimization Consultants
202 & 203, Himland House,
Commercial Complex, Karampura
New Delhi – 110015

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1. PROJECT BRIEF

The Project is situated at Sector-88, Mohali, Punjab on total land area of 18.49 Acres. There are 16 nos. of Towers with height of Towers G+14(Min.) & G+24(Max.) are to be built in phases. Total Built-up Area shall be 2.7 Million Sft. (approx.) for Super Structure and basement combined.

Project Components are:-

Total Residential Towers to be built up are as per following break up:-

1. B+G+24 = 3 Nos. Towers (With Dwelling Units = 278 Nos.)
2. 2B+G+20 = 5 Nos. Towers (With Dwelling Units = 494 Nos.)
3. 2B+G+19 = 2 Nos. Towers (With Dwelling Units = 156 Nos.)
4. B+G+14 = 6 Nos. Towers (With Dwelling Units = 453 Nos.)

Thus, total Residential Towers = 16 Nos. & Dwelling Units area 1381 Nos

5. Community Building.
6. Convenient Shopping Centre besides other facilities.

Tender Package Details

The tender is for the second part of the First Phase (Phase – IB) of Construction i.e. for 3 (Three) Towers namely Tower nos. T2 (G+24), T7 & T8 (G+14 Towers) that are proposed to be taken up in which total Nos. of Dwelling Units shall be 270 Nos.

The Scope of work proposed in this tender is for:

- **SS Railing Works in Balcony.**
- **The time period for completing of works shall be as follows –**
 - For T7 – 9 Months from the date of notice to commence the works/ LOI
 - For T8 – 12 Months from the date of notice to commence the works/ LOI
 - For T2 – 12 Months from the date of notice to commence the works/ LOI

PREAMBLE

1. The Tenderer should visit the site; make himself acquainted with the site conditions, level and any other information required for giving a proper quote.
2. The Tenderer to make his own arrangements for Office, Storage and yard etc. Tenderer shall also include in his quote provision for temporary site office as per their requirement
3. The workmanship required is of very high standard and the work shall be executed primarily on approved specifications and IS Codes with latest amendments and as per specifications, design and drawing.
4. The bills of quantities (BOQ) enclosed here are for Balcony SS Railing Works.
5. The quantities estimated are to be thoroughly checked by the Tenderers before quoting.

6. Tenderers requiring any technical clarification should seek it from Client office before quoting and any ambiguity regarding quantities/specification and drawings will not be entertained after the tenders are finalised.
7. The Contractor should make his own arrangement of water for construction purposes and make all necessary arrangement for water pumps and installation pipe line, etc.
8. Contractor shall arrange temporary power supply at his cost from **Punjab** State Power Corporation Ltd. Contractor to pay the consumption charges as per actuals. All arrangements for drawing the power, installation of Energy meter shall be made by the contractor at his own expense. In case of power failure contractor shall arrange for Diesel generator at his cost for 24 hours. Contractor shall provide Electricity for other agencies appointed by client and charge them accordingly by installing Submeters.
9. The mode of measurement will be as per IS Code.
10. TDS at prevailing rates on the gross value of each running bill will be deducted at source.
11. ESI and PF are to be borne by the contractor and should have a PF number.
12. Worker's compensation and related obligations is to be borne by the contractor himself and shall insure by taking CAR Policy as per statutory requirements. In case owner takes the CAR policy than CAR policy charges on pro-rata basis of work value shall be debited to the contractor.
13. Time shall be considered as essence of contract. Tenderers shall prepare a Bar/PERT chart for the proposed work and shall submit along with the bid.
14. The Tenderers are not expected to include any conditions contrary to Tender provisions. However, if it is necessary to include certain conditions, the same should be submitted in a separate sealed cover. The covers should be suitably super scribed indicating the contents. All letters, enclosures, and Bill of quantities shall be submitted in duplicate. Tenderer should clearly indicate on each copy under their full signature, whether it is the Original or duplicate copy.
15. If at any stage client is able to provide water to the contractor at one source, 1% shall be debited from each RA bill and for any electricity supplied from Client , shall be be debited from each running bill at actual basis
16. The Agreement may be defined as the "Contract" as the term is being used throughout the document.

Notice Inviting Tender

Instruction to Contractors

1.1.0 Sealed **items rate** tenders addressed to and on behalf of Director, Hero Realty Pvt. Ltd., 264, Okhla Phase -3, New Delhi - 110020 are invited from specialized and experienced short listed Contractors.

1.1.1 Name of the work **Construction of High Rise 270 D.U.'s approx 4 Lac sqft. of Residential Buildings**

1.1.2 Site of work "Hero Homes" at Site No. 1, Sector-88 , S.A.S. Nagar, Mohali - 160055 Punjab.

1.1.3 Scope of work Balcony SS Railing work for towers,

1.1.4 Client **Hero Realty Pvt. Ltd., 264, Okhla Industrial Estate, Phase -3, New Delhi - 110020**

1.1.5 Architects **M/s Rajinder Kumar & Associates
B-6/17 , S.J.Enclave,
New Delhi-110029**

1.1.6 Structural Consultants **M/s Optimization Consultants
202 & 203, Himland House,
Commercial Complex, Karampura
New Delhi -110015**

1.2.1 Detail of Tender:

- (1) Earnest money to be submitted alongwith the tender shall be Rs Nil/- (Rs. Nil Only) in form of a demand draft payable at Delhi in favour of "Hero Realty Private Limited" or unconditional and irrevocable Bank Guarantee of equivalent amount valid till that validity of tender.
- (2) Payment for tender documents : Rs. Nil/- (amount can be paid through account payee cheque or DD only)
- (3) Time of issue and receipt/submission of tenders : Tender is being issued in soft copy to the shortlisted contractors dated **Wednesday, 20th May'2020** and shall be issued in soft copy from the office of M/s Hero Realty Pvt. Ltd., "264 Okhla Industrial Estate, Phase-III, New Delhi – 110020" and Last date of submission of tender bid is upto 5:00 PM (IST) by **Wednesday, 27th May'2020** at the office of M/s Hero Realty Pvt. Ltd. at "264 Okhla Industrial Estate, Phase-III, New Delhi – 110020" in closed envelopes naming "Commercial Bid" addressing to **Mr. Suraj Chopra/ Mr. Anil Kumar** or as directed by them in the mail body.
- (4) All the queries related to the bid shall be sent across by a mail from addressing to following e-mail ids by Thursday, 21st May'2020 till 12:00 Noon.

- Suraj.chopra@herorealty.in
- Anil.kumar@herorealty.in
- Abhishek.johari@herorealty.in

All the queries sent across shall be reverted/resolved by Client by Friday, 22nd May'2020, 11:00 Hrs.

Contractor may contact regarding any immediate minor clarification over phone at following nos.

- o Suraj Chopra (Sr. Procurment Manager) – +91- 7838008868

○ Anil Kumar Sahoo (Procurement Manager) – +91- 9910119717

- 2.1.0 Only those tenderers who have adequate resources by way of finance, manpower, equipments, machinery, tools, plant, technical and commercial expertise, know how, skill and have attitude to produce quality work within the stipulated time periods only need submit their tenders. The tenderers shall submit the following documents alongwith the tender:
1. List of Works done during the last three years with respective project construction cost and present status of the project in hand.
 2. Financial Status with Solvency certificate
 3. Staff strength with biodata for key personnel's.
 4. Equipment, machinery, tools & plant held
- 2.2.0 The tenderers are advised to examine all documents along with annexures and inspect the site, examine the drawings make all investigations regarding the extent of work and conditions under which the work is to be executed. No claim for any extra payments of any kind on account of lack of information about the site conditions or otherwise be entertained after the acceptance of the tender.
- 2.3.0 This document is to be returned duly completed and signed by authorised signatory of the tenderer. No alteration of any kind shall be made in the document and if any such alterations are made or any special conditions attached, the tender is liable to be rejected without reference to the tenderer.
- 2.3.1 The rates shall be quoted neatly both in figures and words. Erasures and alterations made while filling the tenders must be attested by initials of authorised signatory of the tenderer. No blank space shall be left.
- 2.4.0 The tender submitted shall include :
- a. Contractor's proposed organization chart as per clauses 51, 51A, 51A.1 & 51A.2 of General Conditions of Contract.
 - b. Contractor's proposed Plant, Machinery and Man Power Mobilization as per clause 26 of General Conditions of Contract.
 - c. Detailed working schedules as per clause 59 of General Conditions of Contract.
 - d. Contractor to indicate the name of the software package to be used for programme evaluation and review as per clause 59.1 of General Conditions of Contract.
 - e. Names of the specialist agencies proposed to be employed on the site as per clause no. 68 of General Conditions of Contract.
 - f. Document evidencing that the person signing the tender is the authorized signatory.
- 2.4.1 Within 15 days of award of Contract by the Owners, the Contractor shall be required to enter into a formal agreement to execute the work in accordance with the terms and conditions incorporated herein. Failure on the part of the Contractor to do so, shall forfeit his claim for refund of Earnest Money.
- 2.4.2 The offer of the tenderer will remain valid upto 90 days from the date of submission of the tender.
- 2.5.0 The Owner reserves the right to reject any or all of the tenders, either in whole or in part without assigning any reason whatsoever.
- 2.6.0 The acceptance of a tender shall rest with the Owner or its authorized representative who does not bind itself to accept the lowest tender and reserves to itself the right to reject any or all the tenders received without assigning any reason (s) whatsoever. Non-acceptance of any tender shall not make the Owner liable for compensation or damages. Nothing contained herein shall confer any right upon a bidder or create any obligation/liability upon the Owner of any type whatsoever.

- 2.7.0 At any time prior to the date of submission of the tender, the Owner may, for any reason, whether on its own initiative or in response to a clarification requested by a tenderer amend the tender documents by an Addendum ("**Addendum**") or issue a 'Clarification Memo'.
- 2.8.0 The Addendum/Clarification & corrigendum as well as clarification memo will be notified in writing to all tenderers. Tenderers shall promptly acknowledge receipt thereof to the same person at the same address. Only amendments and clarifications to the tender documents made through Addendum or clarification memo will form part of the tender document.
- 2.9.0 The bidder shall quote for both the item rates of Balcony SS Railing with toughened glass works on relevant pages and summary sheets.
- 2.10.0 The brief specifications for the price quotation shall be read in conjunction with general condition of contract, special condition of contract, technical specification of works, drawings etc. The rates quoted for item rates BOQ shall not be limited to only above referred specifications, they shall however also cover and include such details as per requirement of good engineering practices.

FORMS AND PERFORMAE

BIDDER'S GENERAL INFORMATION

To

M/s Hero Realty Private Limited,
E-2, Qutub Hotel Complex Shaheed
Jeet Singh Marg New Delhi.

1-1 Bidder Name:

1-2 Number of Years in Operation:

1-3 Registered Address:

1-4 Operation Address if
different from above:

1-5 Telephone Number(s)

(Country Code) (Area Code) (Telephone Number)

1-6 E-mail Address & Web Site

1-7 Telefax Number(s)

(Country Code) (Area Code) (Telephone Number)

1-8 ISO Certification, if any {If

yes, please furnish details}

1-9 Contact Person Name,

Contact number and email id.

(SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER WITH SEAL)

FORM OF TENDER

REF NO :-

DATED :-

To,
The Director,
M/s Hero Realty Private Limited
264, Okhla Industrial Estate
Phase -3,
New Delhi- 110020

SUBJECT : Balcony SS Railing Works in tower Super Structure for High Rise Buildings at Hero Homes, Sector-88, Mohali (Punjab).

Dear Sir(s),

- 1.1.0 With reference to the tender invited by you for the work under reference, we hereby offer to perform, provide, execute, complete and maintain the work in strict conformity with the Articles of Agreement, General Conditions of Contract, Special Conditions of the Contract, Guarantee Performa, Addendum and Clarification Memo (if any), all enclosed drawings, technical specifications, Bills of Quantities and as per directions of Owners/Architects from time to time for the sum of Rs. _____ at the respective rates as stated in the bills of quantities within the stipulated time limit.
- 1.2.0 We have satisfied ourselves as to the location of the site and working conditions and have obtained all the information necessary for the successful and timely completion of the work.
- 1.3.0 We are submitting Construction Programme alongwith our tender. If any modifications are required to be made during the pre-award discussions, we shall submit the ammended programme within 2 days of such discussions , which shall form part of the Contract. We shall complete the said work within completion period and the time and any extension thereof with reference to clause No. 7 of General Conditions of Contract shall be the essence of the Contract.
- 1.4.0 We have enclosed herewith an earnest money of Rs (Rupees only) by demand draft/pay order/crossed cheque no drawn on with you, which amount is not to bear any interest. We hereby, agree that this sum shall stand forfeited in the event of your acceptance of our tender and failure on our part to execute the agreement in stipulated time and commence the work. We also hereby agree to treat this sum as a part of security deposit.
- 1.5.0 We agree that in the event of any discrepancy between words and the figures of our total sum in this form of bid, amount indicated in words shall prevail.
- 1.6.0 We agree that any variations will be valued in accordance with rates set out in the Bills of Quantities attached hereto. We state that the rates set out for each items are quoted after careful analysis of cost involved for the performance of the completed item considering all specifications and conditions of Contract. We agree that before awarding the Contract, we at the direction of the Owner, agree to submit the analysis of rate of items and other items to establish the reasonableness of the quoted rates. We further agree that in case, we fail to satisfy the Owners for the same, we shall abide by the rates worked out by the Owner or their representative as to the reasonable rates arrived by the Owner.
- 1.7.0 If our bid is accepted, we will within the time stipulated in the Owner's letter of acceptance of our bid, submit to the Owner, the performance security deposit and insurance certificate as stipulated in the above documents.
- 1.8.0 We further agree to all the terms and conditions stated in the TENDER.
- 1.9.0 We understand that you are not bound to accept the lowest tender or bound to assign any reasons for rejecting our tender.
- 2.1.0 We agree to keep our offer open for 90 days from the date of opening of the tender.

Yours faithfully,

DATE :-

(SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER WITH SEAL)

ADDRESS :

LIST OF DOCUMENTS TO BE SUBMITTED

To,

M/s Hero Realty Private Limited
264, Okhla Industrial Estate
Phase -3,
New Delhi- 110020

Dear Sir,

We are enclosing the following documents as part of the bid:

1. Detailed Construction Programme in MS Project/Primavera software to complete the work in stipulated timeframe.
2. Deployment Schedule for Key technical manpower available for execution.
3. QA / QC Manuals and details of Field & Laboratory testing instruments.
4. Health Safety Environment (HSE) policy & HSE Manual.
5. Organization chart of the bidder & the structure assigned for execution of the work under this bid and key personal to be deployed on project site and in head office.
6. Methodology of execution of work.
7. Execution schedule with interlinking of various activities.
8. Copy of Bidding documents along with addendum / corrigendum no duly signed & sealed on each page, in token confirmation that Bid Documents are considered in M1 while preparing the bid & in case of award, work will be executed in accordance with the provisions detailed in Bid Documents.
8. Company Registration Number.

(SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER WITH SEAL)

AUDITED BALANCE SHEET**Annual Turnover Each Bidder must fill in this form**

Annual Turnover data for the last 3 years

Year	Currency	Amount
Year 1 :		
Year 2 :		
Year 3 :		

1. The information supplied should be the Annual Turnover of the bidder.
2. A brief note should be appended describing thereby details of turnover as per audited results.

(SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER WITH SEAL)

FINANCIAL SITUATION

Applicant's Legal Name

Date

Tender No.:

Each Bidder must fill in this form

FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR

Description	Year:
1. Current Assets	
2. Current Liabilities	
3. Working Capital (1-2)	
4. Net Worth Owners funds (Paid up share capital & free Reserve & Surplus)	
5. Profit before taxes	

- Attached are copies of the audited balance sheets, including all related notes, & income statement for the last Audited Financial year, as indicated above, complying with the following conditions.
 - All such documents reflect the financial situation of the bidder.
 - Historic financial statements must be audited by a certified accountant
 - Historic financial statements must be complete, including all notes to the financial statements.
 - Historic financial statements must correspond to accounting periods already completed & audited (no statement for partial periods shall be requested or accepted.)

(SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER WITH SEAL)

INDICATIVE SPECIMEN FORM FOR SOLVENCY CERTIFICATE FROM THE NATIONALIZED BANK

This is to certify that to the best of our knowledge and information M/s
Shrihaving its registered/corporate office at
..... having marginally noted address, a customer of our bank, is respectable and can be
treated as good for any engagement up to a limit of Rs (Rupees.....
.....only)

This certificate is issued without any guarantee and responsibility on behalf of the bank or any of its officer.

(Signature)

for the Bank

LETTER OF AUTHORITY

**PROFORMA FOR LETTER OF AUTHORITY FOR ATTENDING AND SUBSEQUENT
NEGOTIATIONS/CONFERENCES**

No.

Date:

To,
M/s Hero Realty Private Limited
264, Okhla Industrial Estate
Phase -3,
New Delhi- 110020

Dear Sir,

We _____ hereby authorize following representative(s) to attend price
bid _____

opening and for any other correspondence and communication against above Bidding Document:

- 1) Name & Designation _____ Signature _____
2) Name & Designation _____ Signature _____

We confirm that we shall be bound by all commitments made by aforementioned authorized representatives.

Yours faithfully,

Signature

Name & Designation

For and on behalf of

Note: This letter of authority should be on the letterhead of the bidder and should be signed by a person competent
and having the power of attorney to bind the bidder.

CERTIFICATE CUM NO DEVIATION CONFIRMATION

To,
The Director,
M/s Hero Realty Private Limited
264, Okhla Industrial Estate
Phase -3,
New Delhi- 110020

Dear Sir,

We understand that any deviation/exception in any form may result in rejection of bid. We, therefore, certify that all terms and conditions of the Hero Realty Private Limited's tender documents for TENDER NO.

.....

are acceptable to us and we have not made any deviations from the same or put forward any additional condition in our offer.

We agree that if any deviation/exception is mentioned or noticed, our bid may be

rejected. Certified that we have quoted for the complete scope of work.

Place:

Date: Organization / Firm

(SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER WITH SEAL)

DECLARATION BY CONTRACTOR

The following information is to be filled in by the contractor:

1. Is there any litigation pending against the company / firm and / or any of its directors / partners, filed by any other company / firm / supplier / vendor / third party either for the commercial purposes or personal purposes? Yes / No. If yes, give details.....
2. Have your company / firm and / or any of its directors / partners, filed any case against any other company / firm / supplier / vendor / third party either for the commercial purposes or personal purposes? Yes / No. If yes, give details.....
3. Is your company / firm has ever left any project uncompleted, or is your company faced any situation where you had not been able to complete any project undertaken? Yes / No. If yes, give details
4. Is your company / firm has ever been blacklisted by any Government authority, Reserve Bank of India, any nationalized or other banks in India / abroad, financial institutions, Credit Information Bureau (India) Limited. Yes/No. If yes, give details
5. Is there any prosecution filed against your company / firm and / or any of its directors / partners by The Registrar of Companies / Registrar of Firms / Reserve Bank of India / any other statutory / judicial / quasi-judicial body. Yes/No. If yes, give details

I hereby solemnly declare and affirm that the particulars and information given above are true and correct and that I have not knowingly withheld any fact or circumstances. I also understand that in case of any mis-statement or concealment of any material facts, the contract awarded shall be liable to get terminated.

Place :

.....

Date :

Director / Partner

**DETAILS OF SIMILAR WORK DONE DURING PAST FIVE YEARS
WITH VALUE MORE THAN INR 40 CRORES**

Description of the work	Location of the work	Full Postal Address and phone nos. of Client & Name of Officer-in-Charge	Value of Contract	Date of Commencement of Work	Scheduled Completion Time (Months)	Date of Actual Completion	Reasons for delay in project completion, if any

Note: Copies of Letter of awards and completion certificate for the above works to be enclosed.

The Work completed earlier than Five years need not be indicated here

The list of work, not of similar nature need not be indicated here

Failing to comply aforementioned instructions may lead to rejection of bid.

(SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER WITH SEAL)

PRESENT COMMITMENTS OF THE BIDDER

Full Postal Address and phone nos. of Client & Name of Officer-in- Charge	Description of the Work	Date of Commencement of Work	Scheduled Comp. Period	%Age Comp. As on Date	Expected Date of Completion	Remarks
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Note: This list must be a full list of all type of works in hand.

(SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER WITH SEAL)

**PROFORMA OF UNCONDITIONAL, IRREVOCABLE & DIVISIBLE
PERFORMANCE BANK GUARANTEE**

To
M/s Hero Realty Private Limited
264, Okhla Industrial Estate
Phase -3,
New Delhi- 110020

Name & Address of Project.

[Acting through _____ (Project Incharge) & Address of the Project]

WHEREAS _____ *[name and address of Contractor]* (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ Dated _____ to execute

[name of Contract and brief description of Works] (hereinafter called "the Contract.");.

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with an unconditional and irrevocable guarantee by a scheduled bank for the sum specified therein as guarantee for due, punctual, satisfactory and faithful compliance with his obligations in accordance with the Contract;.

AND WHEREAS we have agreed to give the Contractor such an unconditional and irrevocable bank guarantee.

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____ *[amount of Guarantee]*, _____ *[amount in words]*, such sum being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake and guarantee to immediately pay you, upon your first written demand and without any deduction, reservation, protest, demur, delay or reference, any sum or sums within the limits of _____ *[amount of Guarantee]* as aforesaid notwithstanding any dispute or demand to the contrary made or raised by the Contractor. We further undertake and guarantee that we shall make the payment without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. or without in any manner referring to, or seeking consent of or instructions from the Contractor or without in any manner, explicitly or by conduct, issuing notice of our intent to honour our commitment under this guarantee. Any such demand made by you shall be valid, legal, enforceable, conclusive and binding on the Bank.

Any such demand made by you on the Bank shall be conclusive and binding notwithstanding any difference between the yourself and the Contractor or any dispute pending before any court, tribunal or any other authority or any instructions, letter contrarily issued by the Contractor.

The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

The Bank also agree that this guarantee shall be irrevocable and governed and construed in accordance with Indian Laws and subject to exclusive jurisdiction of Indian courts of the place from where tenders have been invited.

This guarantee shall be valid upto _____. If any extension of this guarantee is required, the same may be extended by us for such required period on receiving written instructions from Arrow Infra Limited ("Company").

Notwithstanding any such extension, the Bank shall not be released of its obligations as assumed under these presents by the exercise by the Company of any liberty with reference to matters aforesaid or any of them or by reason of any act or forbearance or other acts of Company or any other indulgence shown by the Company to the Bidder. We agree that irrespective of such extension of time or variation in Contract, our liability to pay the aforesaid amount of Rs. _____ (Rupees _____ Only) without demur, objection shall continue to remain unaltered, enforceable and valid.

It shall not be necessary for the Company to proceed against the Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which the Company may have obtained or may obtain from the Bidder in relation to this Contract otherwise and our liability to make an unconditional payment on the demand by the Company shall not be affected or diluted and shall remain valid, enforceable and unaltered.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall not be determined or affected by the liquidation or winding up, dissolution or change in the constitution or insolvency of the Bidder/Owner/Bank but shall in all respects and for all purposes be binding and operative till its expiry.

The Bank shall not assign or transfer any of its obligations under this guarantee.

Notwithstanding anything contained hereinabove, our liability under this guarantee is limited to Indian Rs. (in figures)

_____ (Indian Rupees (in words) _____ only) and our guarantee shall remain in force until (indicate the date of expiry of) _____.

(SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER WITH SEAL)

Name of Bank:

Address:

Date:

UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE FOR RELEASE OF 50% OF RETENTION MONEY

To
 M/s Hero Realty Private Limited
 264, Okhla Industrial Estate
 Phase -3,
 New Delhi- 110020

Name & Address of Project.

[Acting through (Project Incharge) & Address of the Project]

WHEREAS _____ *fname*
*and address of Contractor**] (hereinafter called "the Contractor") has undertaken, in pursuance of
 Contract No _____ dated _____ to execute _____ *[name of Contract*
and brief description of Works] (hereinafter called "the Contract.");

AND WHEREAS it has been agreed by you in the said Contract that the Contractor has option to get release of 50% of the Retention Money against unconditional and irrevocable bank guarantee from a Scheduled Bank acceptable to you as security for compliance with Contractor's obligation in accordance with the Contract (Sub clause _____).

AND WHEREAS the Contractor has opted to get released the 50% of the retention money against an unconditional and irrevocable bank guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____ *[amount of Guarantee]*, _____ *[amount in words]*, such sum being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to immediately pay you, upon your first written demand and without deduction, reservation, protest, demur, delay or reference, any sum or sums within the limits of _____ *[amount of Guarantee]* as aforesaid notwithstanding any dispute or demand to the contrary made or raised by the Contractor. We further undertake and guarantee that we shall make the payment without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. or without in any manner referring to, or seeking consent of or instructions from the Contractor or without in any manner, explicitly or by conduct, issuing notice of our intent to honour our commitment under this guarantee. Any such demand made by you shall be valid, legal, enforceable, conclusive and binding on the Bank.

Any such demand made by you on the Bank shall be conclusive and binding notwithstanding any difference between the yourself and the Contractor or any dispute pending before any court, tribunal or any other authority or any instructions, letter contrarily issued by the Contractor.

The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

The Bank also agree that this guarantee shall be irrevocable and governed and construed in accordance with Indian Laws and subject to exclusive jurisdiction of Indian courts of the place from where tenders have been invited.

This guarantee shall be valid upto _____. If any extension of this guarantee is required, the same may be extended by us for such required period on receiving written instructions from Arrow Infra Limited ("Company").

Notwithstanding any such extension, the Bank shall not be released of its obligations as assumed under these presents by the exercise by the Company of any liberty with reference to matters aforesaid or any of them or by reason of any act or forbearance or other acts of Company or any other indulgence shown by the Company to the Bidder. We agree that irrespective of such extension of time or variation in Contract, our liability to pay the aforesaid amount of Rs. _____ (Rupees _____ Only) without demur, objection shall continue to remain unaltered, enforceable and valid.

It shall not be necessary for the Company to proceed against the Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which the Company may have obtained or may obtain from the Bidder in relation to this Contractor otherwise and our liability to make unconditional payment on the demand by the Company shall not be affected or diluted and shall remain valid, enforceable and unaltered.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall not be determined or affected by the liquidation or winding up, dissolution or change in the constitution or insolvency of the Bidder/Owner/Bank but shall in all respects and for all purposes be binding and operative till its expiry.

The Bank shall not assign or transfer any of its obligations under this guarantee.

This guarantee shall be valid upto _____ (till the HERO REALTY PRIVATE LIMITED certifies repayment of retention money in accordance with Sub-clause _____ of General Conditions of Contract).

SIGNATURE AND SEAL OF THE GUARANTOR

Name of Bank: _____

Address: _____

ARTICLES OF AGREEMENT

ANNEXURE - XII

ARTICLES OF AGREEMENT made at New Delhi on this day of 2016 vide
Contract no(hereinafter called "the Works")

BETWEEN

M/s. HERO REALTY PRIVATE LIMITED, 264, Okhla Industrial Estate, Phase -3, New Delhi - 110020
(hereinafter referred to as the Owner which expression shall include its heirs, Executors, Administrators & Assigns)
of the one part and M/s _____
(hereinafter referred to as the Contractor which expression shall include its heirs, executors, administrators and
assigns) of the other part.

Whereas the owner is desirous of getting executed the Balcony SS Railing works of 270 D. U.'s with approx 4 Lac sqft. and whereas the Contractor has agreed to execute the above work at rates / prices, provisions and terms and conditions as described in documents forming integral part of this agreement.

- (1) In consideration of the payments to be made to the contractor as hereinafter provided he shall 'execute and complete' the works strictly in accordance with the provisions, terms and conditions more elaborately described in the documents forming integral part of this agreement.
- (2) The Owners shall pay the contractor such sums as shall become payable hereunder at the times and in the manner specified in the said conditions.
- (3) The term " Architects" in the said conditions shall mean M/s. Rajinder Kumar & Associates, B-6/17, Shopping Centre, Safdarjung Enclave, New Delhi – 110029 or in the event of their ceasing to be the Architects for the purpose of this contract, such other persons as shall be nominated for the purpose by the owner.
- (4) The Agreement and Documents shall form the basis of this Contract and the contractor shall be wholly obliged to execute and complete 'the works' in accordance with the provisions, terms, conditions etc as more elaborately described in the documents forming part of this agreement.
- (5) The owners through the Architects reserves to himself the right of altering the drawings and nature of the work and of adding to or omitting any items of work or of having portions of the same carried out departmentally or otherwise and such alterations or variations shall be governed by the provisions, terms, conditions etc as more elaborately described in the documents forming part of this agreement.
- (6) The said conditions shall be read and construed as forming part of this Agreement, and the parties hereto will respectively abide by and submit themselves to the conditions and stipulations and perform the agreement on their parts respectively in such Conditions contained.
- (7) Architect's Instructions: The Architects may from time to time issue further supplementary drawings and / or written instructions, details, directions and explanations which are collectively referred to as Architect's instructions. The contractor shall comply with and duly execute works accordingly, comprised in such Architect's instruction, directions and explanation given to the contractor or his work representative by the Architects and if such instructions involve a variation in cost, the same shall be governed by the provisions, terms, conditions etc as more elaborately described in the documents forming part of this agreement.
- (8) The following documents shall be deemed to form and be read and construed as part of this agreement.
 - a) Letter of Intent – duly signed & accepted
 - b) Letter of Acceptance of Tender.
 - c) Notice inviting Tender.
 - d) Instructions to the Tenderers.
 - e) Appendix to Tender.
 - f) Form of BID.
 - g) Special conditions of the contract.

- h) General conditions of contract.
 - i) Particular technical specifications
 - j) General technical specifications.
 - k) Relevant codes and standards.
 - l) Tender Drawings and such other drawings and instructions as may be issued by the Owners / Architects from time to time during the course of execution of 'the works'.
- (9) If any terms, conditions or provisions of this agreement and the documents forming part of this agreement are found to be legally unenforceable, both the owner and the contractor shall, with mutual consent, replace it by a suitable, legally enforceable condition which will be formulated solely with the intension of furthering and achieving the basic purpose and intent of this agreement.
- (10) The owner and the contractor can, at any point of time, add, modify or alter any condition of this agreement with mutual consent.

The several part of this contract have been read to us and fully understood by us.

As witness our hands this..... day of..... of,2017

IN WITNESS whereof the parties hereto have caused this agreement executed the day and year first before witten.

(Name, Designation and address of the authorised signatory)

(Name, Designation and address of the authorised signatory)

Signed for and on behalf of the Contractor in the presence of:

Signed for and on behalf of the Owner in the presence of:

Witness:

Witness

1.

: 1.

2.

2.

**PROFORMA OF UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE
TOWARDS
EARNEST MONEY DEPOSIT**

Date.....

Ref. No

Bank Guarantee No.....

M/s Hero Realty Private Limited
264, Okhla Industrial Estate
Phase -3,
New Delhi- 110020

Dear Sirs,

1. Whereas HERO REALTY PRIVATE LIMITED. incorporated under the Companies Act, 1956, having its registered office at 264, Okhla Phase -3, New Delhi – 110020 —, India (hereinafter called "HERO REALTY PRIVATE LIMITED" or 'Company' which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include all its successors, administrators, executors and assignees) has floated Tender No. _____ and M/s a [company/partnership] incorporated under _____ having Head/Registered office at _____ (hereinafter called the 'Bidder' which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include all its successors, administrators, executors and permitted assignees) have submitted a bid Reference No. _____ and Bidder having agreed to furnish as a condition precedent for participation in the said tender an unconditional and irrevocable bank guarantee towards Earnest Money Deposit of Indian Rupees (in figures) _____ (Indian Rupees (in words) only) for the due performance of Bidder's obligations as contained in the terms of the Notice Inviting Tender (NIT) and other terms and conditions contained in the bidding documents supplied by HERO REALTY PRIVATE LIMITED. which amount is liable to be forfeited on the happening of any contingencies mentioned in said documents.
2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank" which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) guarantee and undertake to pay immediately on first demand by HERO REALTY PRIVATE LIMITED, without referring to or seeking consent of or instructions from the Bidder and without in any manner, explicitly or by conduct, issuing notice of our intent to honour our commitment under this bank guarantee of the amount of Indian Rs. (in figures) _____ (Indian Rupees (in words) only) in aggregate at any time without any deduction, reservation, protest, demur and recourse, and without HERO REALTY PRIVATE LIMITED. having to substantiate the demand. Any such demand made by HERO REALTY PRIVATE LIMITED. shall be valid, legal, enforceable, conclusive and binding on the Bank.
3. Any such demand made by the Company on the Bank shall be conclusive and binding notwithstanding any difference between the Company and the Bidder /Contractor or any dispute pending before any court, tribunal or any other authority or any instructions, letter contrarily issued by the Bidder.
4. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
5. The Bank also agrees that this guarantee shall be irrevocable and governed and construed in accordance with Indian Laws and subject to exclusive jurisdiction of Indian courts of the place from where tenders have been invited.
6. This guarantee shall be irrevocable and shall remain in force up to _____ which includes thirty days after the period of bid validity. If any extension of this guarantee is required, the same may be extended by us for such required period on receiving instructions from Bidder on whose behalf this guarantee is issued.

Notwithstanding any such extension, the Bank shall not be released of its obligations as assumed under these presents by the exercise by the Company of any liberty with reference to matters aforesaid or any of them or by reason of any act or forbearance or other acts of Company or any other indulgence shown by the Company to the Bidder. We agree that irrespective of such extension of time or variation in Contract, our liability to pay the aforesaid amount of Rs. _____ (Rupees _____ Only) without demur, objection shall continue to remain unaltered, enforceable and valid.

7. It shall not be necessary for the Company to proceed against the Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which the Company may have obtained or may obtain from the Bidder in relation to this Contract otherwise and our liability to make an unconditional payment on the demand by the Company shall not be affected or diluted and shall remain valid, enforceable and unaltered.
8. This guarantee shall not be determined or affected by the liquidation or winding up, dissolution or change in the constitution or insolvency of the Bidder/Owner/Bank but shall in all respects and for all purposes be binding and operative till its expiry.
9. We further agree that no change or addition to or other modification of the terms of the Contract to be performed there under or of any of the Contract documents which may be made between the Company and the Bidder shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.
10. The Bank shall not assign or transfer any of its obligations under this guarantee.
11. Notwithstanding anything contained hereinabove, our liability under this guarantee is limited to Indian Rs. (in figures) _____ (Indian Rupees (in words) _____ only) and our guarantee shall remain in force until (indicate the date of expiry of _____).

Any claim under this guarantee must be received by the Bank before the expiry of this guarantee. If no such claim has been received by the Bank by the said date or the extended date, the rights of HERO REALTY PRIVATE LIMITED, under this guarantee will cease. However, if such a claim has been received by us by the said date or the extended date, all the rights of HERO REALTY PRIVATE LIMITED, under this guarantee shall be valid and shall not cease until we have satisfied that claim. In witness whereof, the Bank, through its authorized officer, has set its hand and stamp on this day of , 2016 at

(Signature)

(Signature)

Full name and official
address (in legible letters)

Full name, designation and
official address (in legible
letters) with Bank stamp.

Attorney as per Power of
Attorney No
Dated.....

WITNESS NO. 1

WITNESS NO. 2

ITEM RATE CONTRACT FOR WORKS

GENERAL DIRECTIONS

RULE :

1. In the event the tender being submitted by a partnership firm, it must be signed separately by each partner thereof, or in the event of the absence of any partner it must be signed by a person holding power of attorney, authorizing him to do so, such power of attorney shall be submitted along with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act & Company Act 1926 in the case of Pvt Ltd or Limited
2. Any person who submits a tender shall quote item wise rates stating at what rate he is willing to undertake each item of work. Tenders which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other condition of any sort will be liable to rejection.
3. The rates and amounts must be quoted in decimal coinage, in Rupees and Paise in words and in figures.
4. The tenderer shall sign a declaration for maintaining confidentiality of tender documents, drawings, or any other record connected with the work given to them. The tender of unsuccessful tenderers shall not be returned to them and retained by the Owners.
5. The rate quoted by the Contractor in item rate tenders shall be the correct basis and not the amount worked out by them.
6. The rates quoted in words will form the basis and not the rates shown in figures in case of discrepancy between them.
7. If it is found that the tender is not submitted in proper manner, or contains too many corrections or absurd rates or amounts it would be open for the Owners to reject the same.
8. The bidder shall quote for the item rates as per BOQ.
9. The brief specifications for quotation shall be read in conjunction with general condition of contract, special condition of contract, technical specification of works, drawings etc. The rates quoted as per item rates BOQ shall not be limited to only above referred specifications, they shall however also cover and include such details as per requirement of good engineering practices.

CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

Definitions

1. The **'Contract'** means the document(s) forming the tender and acceptance thereof and the formal agreement executed between the Owner and the Contractor, together with the documents referred to therein including but not limited to the following, "The tender documents with all its terms & conditions, proforma's, bonds, guaranties, indemnities, accepted priced BOQ, accepted lump sum priced offer, specifications (general & special), drawings, annexures, any amendments thereof and any other document/form mutually agreed during the course of negotiation as well as the agreement signed between the Owner and the Contractor including all documents & instructions that may arise or be issued by the Architect or the Owner for furtherance of the execution of the Contract.

In the Contract, as herein after defined, the following word expressions shall have the meanings hereby assigned to them, except where the context requires otherwise.

- (a) The **"Owner" "Client" "Employer" or "Management"** means Hero Realty Private Limited, a public limited company incorporated in accordance with the provisions of the Companies Act, 1956 and having its registered office at M/s Hero Realty Private Limited, 264, Okhla Industrial Estate, Phase -3, New Delhi.
- (b) The **"Architects"** means **M/S Rajinder Kumar Associates, B-6/17, Shopping Centre, Safdarjung Enclave, New Delhi - 110019.**
- (c) The **"Consultants"** means **M/S Optimization Consultants ,202 & 203, Himland House, Commercial Complex Karampura, New Delhi-110015.**
- (d) The **"Project Manager"** means the "Engineer" employed by the Owner and entrusted with overall co-ordination of all construction activities and to supervise the workmanship and faithfulness of architectural and engineering drawings on day to day basis on behalf of the Owner.
- (e) The **"Site Engineer"** means the site engineer(s) employed by the Owner and entrusted to assist Project Manager in day to day coordination of all construction activities and to supervise the workmanship and faithfulness of architectural and engineering drawings on behalf of the owner.
- (f) The **"Contractor"** means the individual, firm, company, corporation, joint ventures or consortium whether incorporated or not, whose tender has been accepted and who enters into the Contract for undertaking the Works and shall include its heirs, executors, administrators, successors, legal representatives and the assignees as the case may be, of such Contractor.
- (f) The **"Contractor's Representative"** means the person who shall be so nominated by the Contractor from time to time and who shall be authorized by the Contractor by a duly executed power of attorney to act on behalf of the Contractor and bind the Contractor under the Contract.
- (g) The **"Sub-Contractor"** means the individual, firm, company, corporation, joint ventures or consortium whether incorporated or not, to whom any part of the Contract has been allotted by the Contractor with the prior written consent of the Owner. Provided that any such consent shall not relieve the Contractor from any liability or obligation under the Contract and he shall be fully responsible for the acts, defaults and neglects of any Sub-Contractor, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor, provided that the Contractor shall not be required to take such consent for:
 - i. Provision of labour;
 - ii. Purchase of materials which are in accordance with the standards specified in the Contract and approved by the Owner; or
 - iii. SubContracting of any part of the Works for which the Sub-Contractor is named in the Contract. In the event of the sub-Contractor relationship, the Contractor shall settle all the bills/payments due to the Sub-Contractor/s and the Owner shall not be liable for making any such payments to such Sub-Contractors.

- iv. **The "Site"** means the land, path, street or other places, either owned by the Owner as of the date of the Contract or any at time thereafter, on, into or through which Works is to be executed under the Contract.
- (h) **The "Works" or "Work"** means unless there be something either in the subject or context repugnant to such construction, the works to be executed in accordance with the Contract or part thereof, as the case may be, whether temporary or permanent and whether original, altered, substituted or additional for the performance of the Contract.
- (i) **The "Letter of Acceptance"** means the letter from the Employer to the Contractor, conveying acceptance of the Bid, subject to any modifications agreed to between the parties.
- (j) **The "Tender or Bid"** means the offer (Technical and/or Financial) dated _____ made by individual, firm, company, corporation, joint venture or consortium for the execution of the Works and all other documents which the Contractor submitted with the Tender, as included in the Contract.
- (k) **The "Drawings"** means the Drawings annexed to the Contract or referred in it and shall include any modifications of such Drawings and further Drawings as may be issued or approved by the Architect/Owner.
- (l) **The "Bill of Quantities (BOQ)"** means list of items of work, their quantities and rates "Contract Price" or "Contract Value" means the sum stated in the Letter of Acceptance, subject to such additions thereto or deductions there from as may be made under the provisions of the Contract.
- (m) **The "Scheduled Bank/Nationalised Bank"** means a bank included in the second schedule to the Reserve Bank of India Act, 1934 as amended from time to time.
- (n) **The "Specifications"** means the specifications referred to in the Contract and any modification thereof or addition thereto, or as may from time to time be furnished or approved in writing by the Project Manager.
- (o) **The "Test"** means such tests as are prescribed in the specifications or directed by the Engineer or Engineer's Representative, whether performed by the Contractor or by the Engineer or his Representative or any agency acting under the direction of the Engineer.
- (p) **The "Shop drawing"** means drawings, diagrams, schedules and other data specifically prepared for the work by the Contractor or any subContractor, manufacturer, supplier or distributor to illustrate some portion of the work.
- (q) **The "Approval" or "Approved"** means approval in writing including subsequent written confirmation of previous verbal approval.
- (r) **The "Written Notice"** shall be deemed to have been duly served if delivered in person and a written delivery receipt obtained or sent by registered mail to the last business address known to him who gives the notice. Facsimile with receipt report shall be considered as a written order.
- (s) **The "Change Order"** means a written order to the Contractor processed by the Project Manager which shall cover the change/addition/alteration in Works (including executed Works), specifications/quantities, Contract Sum or period of Contract, along with its financial implications, for approval by the Owner. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including change in the Works (including executed Works), specifications/quantities, Contract Sum or period of the Contract.
- (t) **The "Defect Liability Period" means the specified period of maintenance from the date of completion of the work as certified by the Engineer. This period is also termed as the "Period of Maintenance".**
- (u) **The "Virtual Completion"** means that the "Works" are ready and fit for occupation in every respect including installation of all services in complete working order in conformity to the Contract and to the full satisfaction of the Architects and Owner and certified by the Owner and Architects accordingly.

GENERAL CLAUSES FOR CONTRACT

CLAUSE 1 SCOPE OF WORK

The scope of work in this Contract/Tender means execution of Balcony SS Railing works in High Rise Building (3 Towers – 2 Nos. Towers of B+G+14, one tower of B+G+24) at Hero Homes- Mohali all complete in terms of the Contract document including all such temporary & permanent works which may not be specifically mentioned in the Contract document but one reasonably required for satisfactory execution of the works.

CLAUSE 2 PERIOD OF COMPLETION

The entire works covered in this Contract shall be completed by the Contractor within 12 calendar months (Twelve Calendar Months) including monsoon periods from the date of LOI/ notice to commence the works. Detailed working schedules are to be submitted by the Contractor along with the tender. These work schedules will be finalized at the time of award of work and shall have to be adhered to strictly. The Owner at their sole discretion shall give instruction in writing to execute the works in phase manner. Intermediate phasing shall be as Tower T7 (G+14) shall be having a total completion period of 9 calendar months (Nine months) whereas Tower T8 (G+14) & T2 (G+24) shall be having a total completion period of 12 months (Twelve Calendar Months) from the date of LOI/ notice to commence the works of any such order as mentioned. The Milestones shall be worked out based on the mutual consent of both the parties adhering to overall completion schedule and these mile stones shall be monitored to assess the progress of works.

CLAUSE 3 CONTRACTOR'S UNDERSTANDING

The Contractor shall be deemed to have inspected and examined the Site and its surroundings and information available in connection therewith and to have satisfied himself, so far as is practicable, before submitting his Bid, as to the form and nature thereof, including the sub-surface conditions, the hydrological and climatic conditions, the extent and nature of work and materials necessary for the completion of the Works, the means of access to the Site and the accommodation he may require and, in general, shall be deemed to have obtained all necessary information, subject as above mentioned, as to risks, contingencies and all other circumstances which may influence or affect his Bid.

The Contractor shall be deemed to have satisfied himself, before bidding, as to the correctness and sufficiency of his Bid for the Works and of the rates and prices stated in the priced Bill of Quantities and the Schedule of Rates and Prices, if any, all of which shall, except insofar as it is otherwise provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper execution and maintenance of the works.

CLAUSE 3a SETTING OUT

The setting out survey layout etc. shall have to be inspected and approved by the Project Manager before commencement of the actual work. However, aforesaid inspection and approval by the Project Manager shall not absolve the responsibility of the Contractor towards accuracy of survey, setting out, layout etc.

The Contractor shall carry out the surveying, measuring and setting out of the Works by using his own survey instruments, appliances and labour or by engaging qualified and competent engineering surveyors. The Contractor shall provide all necessary assistance in the form of labour, materials etc. to the Project Manager or his representatives for checking the surveying, measuring and setting out. The checking of any survey, measurement and setting out, or of any line or level by the Project Manager or his representative shall not in any way relieve the Contractor of his responsibility for the correctness thereof.

If at any time during the progress of Works, any error appears or arises in any part of the Work on part of Contractor for which the approval has not been obtained from the Project manager, the Contractor on being required to do so by the Project Manager, shall at once rectify such error, to the satisfaction of the Project Manager. If any change in the location is desired by the Project Manager, a fresh setting out shall be done by the Contractor at the changed location at the cost and expense of the Contractor. The Contractor shall carefully protect and preserve all bench marks, reference pillars, pegs, and other things used in setting out the Works.

CLAUSE 3A REFERENCE POINTS AND BENCH MARKS

The basic centre lines, reference points and bench marks will be fixed by the Project Manager. The Contractor shall establish at his cost, at suitable points, additional reference lines and bench marks as may be necessary. The Contractor shall remain responsible for the sufficiency and accuracy of all its bench marks and reference lines. The Contractor shall

take precautions to see that the lines, points and bench marks fixed by the Project Manager are not disturbed by its Work and shall make good any such damage.

CLAUSE 4 LIQUIDATED DAMAGES

The time and any extension thereof allowed for carrying out the Work (both as whole and parts as well in phases) as entered in the tender shall be strictly observed by the Contractor and shall be deemed to be the essence of the Contract on the part of the Contractor and shall be reckoned from the written instructions to commence the work or part thereof.

The Owner may at its option either determine the Contract as clause 6 or accept as compensation an amount equal to 0.5% (half percent) of the Contract amount of the whole Contract for every week of delay or part of a week subject to a maximum of 5% of the balance value of Work.

The recovery of such liquidity damages shall not relieve the Contractor from his obligation to complete the Work or from any other obligation and liability under the Contract including completion of Work within the time specified in the Contract. The decision of the Owner as to the compensation, if any, payable by the Contractor under this clause shall be final and binding.

Besides this, the Contractor shall also strictly adhere to the completion schedule for the main sections given at the Time schedule. The Contractor shall give detailed working schedules and bar charts for each component which shall be finalised at the time of award of Work or at such times as the Owner may deem appropriate. These shall be strictly followed.

CLAUSE 5 TERMINATION OF CONTRACT

The Owners may without prejudice to his right against the Contractor in respect of any delay, inferior workmanship or otherwise or to any claims for damage in respect of any breaches of Contract and without prejudice to any right or remedies under any of the provisions of this Contract or otherwise and whether the date for completion has or has not elapsed by written notice absolutely determine the Contract in any of the following cases :

- i) If the Owner in his opinion without any obligation to explain the same to the Contractor or assign any reason, finds that the Contractor will not be able to either complete the works in time or complete the works to the standards specified in the Contract.
- ii) If the Contractor having been given by the Owner/Architects/Project Manager, a notice in writing to rectify, reconstruct or replace any defective Work or that the Work is being performed in any inefficient or otherwise improper or unworkman like manner shall omit to comply with the requirements of such notice for a period of fifteen days thereafter or, if the Contractor shall delay or suspend the execution of the Work in any manner whatsoever including failure to provide at each work Site sufficient labour, material, equipment, machinert etc. so that either in the judgment of the Project Manager/Architects/Owner (which shall be final and binding) he will be unable to secure completion or he has already failed to complete the Work by that day.
- iii) If the Contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court to make a winding up order.
- iv) If the Contractor commits any breach of the terms and conditions of thisContract.
- v) If the Contractor becomes insolvent.
- vi) If the Contractor or any of his employees tries to bribe in cash or in kinds any employee or representative of the Owner and the architect.
- vii) If the Contractor or any of his employees or his representatives attempt to or actually pilfer any material either hypothecated to the Owner or against which he has received any kind of advance.
- viii) If the Contractor or any of his employees come to the site,even after repeated instructions by the Owner's representative, in inebriated condition or indulge otherwise in unruly or unbecoming behavior or defy the instructions of the Owner or the architects and their representatives.
- ix) If the Contractor is found to have provided false information or document for securing the Contract or during the course of execution of the Contract. which he has received any kind of advance.

- x) If the Contractor is found to violate any law or statutory guideline.
- xi) If the Contractor indulges in any kind of criminal activity causing damage/injuries to the works or the employees of the Owner or the architect or any third party.
- xii) If it is found that the Contractor is neglecting the safety requirement and continuing to work in an unsafe manner despite instructions to the contrary.
- xiii) If the Contractor has failed to commence Work within such time as stated by the Owner.
- xiv) If the Contractor has sublet/ underlet any part of the Contract or assigned any interest therein without the prior consent of the Owner. – it will remain
- xv) If the Contractor misconducts himself in any manner.
- xvi) If there is any change in the constitution of the Contractor or in the circumstances of organization of the Contractor, which is detrimental to the interest of the Owner.

In the event of anyone or more of the above-mentioned conditions becoming applicable, the Owner shall have following absolute rights & powers :

- (a) Terminate or rescind the Contract as aforesaid (of which termination or rescinding notice in writing to the Contractor under the hand of the Owners shall be conclusive evidence). Upon such termination or rescinding the security deposit of the Contractor shall be forfeited and shall be absolutely at the disposal of the Owner.
- (b) Employ labour paid by the Owner and to supply materials to carry out the Works or any part of the Work debiting the Contractor with the cost of the labour and the price of the materials of the amount of which cost and price certified by the Project Manager shall be final and conclusive against the Contractor, provided always that action under the sub-clause shall only be taken after giving written notice to the Contractor, provided also that if the expenses incurred by the Owner are less than the amount payable to the Contractor at his agreed rates, the difference should not be paid to the Contractor.
- (c) After giving notice to the Contractor to measure up the Work of the Contractor and to take such part thereof as shall be unexecuted, out of his hands and to give it to another Contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original Contractor if the whole Work had been executed by him (of the amount of which excess the certificate in writing of the Owner shall be final and conclusive) shall be borne and paid by the original Contractor and may be deducted from any money due to him by Owner under this Contract on any other account whatsoever or from his security deposit or by encashing the performance bank guarantee.

In the event of any one or more of the above courses being adopted by the Owner the Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the Work or the performances of the Contract. And in cases action is taken under any of the provisions aforesaid, the Contractor shall not be entitled to recover or be paid any sum for any Work, unless and until the Architects has certified in writing the performance of such Work and the value payable in respect thereof and he shall only be entitled therefore, for the Work actually performed under this Contract.

CLAUSE 6 CONTRACTOR TO REMAIN LIABLE TO PAY COMPENSATION IF NO ACTION TAKEN UNDER CLAUSE 5 AND POWERS TO TAKE POSSESSION OF OR REQUIREMENT FOR REMOVAL OF OR SALE OF CONTRACTORS PLANTS AND MATERIALS

In the event of the Project Manager/Owners/Architects putting in force all or any of the power vested in them under the preceding clause they may, at their discretion, take possession of (or at the sole discretion of the Owner/Project Manager/Architects which shall be final) use as on hire (the amount of the hire money being also in the final determination of the Owner/Project Manager/Architects all or any tools, plants, materials and stores, in or upon the works, or the site thereof, belonging to the Contractor or procured by the Contractor and intended to be used for the execution of those works or any part thereof paying or allowing to the same in account at the current market rates to

be certified by the Project Manager whose certificates thereof shall be final otherwise the Owner, by notice in writing may order the Contractor, or his Site Project Manager, foremen or other authorized agent to remove such tools, plants materials or stores from the premises (within a time to be specified in such notice) and in the event of the Contractor failing to comply with any such requisition, the Owner may remove them at the Contractors expenses or sell them by auction or private sale on account of the Contractor and at his risk in all respects and the certificate of the Project Manager as to the expense or any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the Contractor.

CLAUSE 7 EXTENSION OF TIME

Time is the essence of the Contract. No extension of time shall normally be granted to the Contractor. However, if the Contractor feels that he has compelling grounds to seek extension of time, he can do so by a request. However, it will be the unfettered discretion of the Owner to take a decision whether to grant the extension of time or not and in the event of such extension of time being granted the duration of the extension shall also be entirely at the discretion of the Owner. The Contractor shall have no right to challenge the decision of the Owner in respect of the extension of the time and shall not be entitled to any claim of any kind whatsoever on account of a decision taken by the Owner in the matter of extension of time.

CLAUSE 7A FORCE MAJEURE

If, at any time during the currency of the Contract, the performance of any obligation (in whole or in part) by the Owner or the Contractor shall be prevented or delayed by reason of any war, hostilities, invasion, acts of public or foreign enemies, rebellion, revolution, insurrection, civil commotion, sabotage, large scale arson, floods, earthquake or any other act of God, large scale epidemics, nuclear accidents, any other catastrophic unforeseeable circumstances, any statutory, rules, regulations, orders or requisitions issued by a Government department or competent authority (hereinafter referred to as "Force Majeure Event") then, provided a written Notice of the happening of the Force Majeure Event is given by either party to the other within 21 days of the occurrence thereof.

- (a) Neither party by reason of such event be entitled to terminate the Contract or have claim for damages against the other in respect of such non-performance or delay in performance.
- (b) The obligations under the Contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist.
- (c) If the performance in whole or part of any obligation under the Contract is prevented or delayed by reason of the event beyond a period of 180 days, the Contract may be fore-closed by giving a notice of 30 days without any repercussions on either side.
- (d) In case of doubt or dispute, whether a particular occurrence should be considered an "event" as defined under this clause, the decision of the Project Manager shall be final and binding.
- (e) Works that have already been measured shall be paid for by the Project Manager even if the same is subsequently destroyed or damaged as a result of the event. The cost of rebuilding or replacing any Work that has been measured shall be borne by the Owner/Project Manager.
- (f) If the Contract is fore-closed under this clause, the Contractor shall be paid fully for the Work done under the Contract, but not for any defective Work or Work done which has been destroyed or damaged before its measurement. However, any proceeds coming out of the insurances taken under this Contract on account of the above mentioned events shall accrue to the Owner. The Project Manager shall have the option to take over any plant and material lying at site, at rates provided for in the Contract, failing that, as per rates which are determined to be fair and reasonable by the Project Manager.
- (g) If no notice is issued by either party regarding the event within 21 days of occurrence, the said event shall be deemed not to have occurred and the Contract will continue to have no effect as such.

CLAUSE 7B SUSPENSION OF WORKS ORDERED BY THE PROJECT MANAGER

The Contractor shall, on the order of the Project Manager, suspend the works or any part thereof, for such time, and in such manner, as the Project Manager may consider necessary, and shall during such suspension, properly protect and secure the works so far as it is necessary in the opinion of the Project Manager.

The Contractor shall not be entitled to extra cost, if any, incurred by him during such suspension if such suspension is on account of weather conditions or requirement for execution of works or provided for in the Contract or for less than

45 days for any other reason. The Contractor shall, however, be entitled for extension of time for completion of Work as the Project Manager may consider proper having regard to the period of suspension and shall be entitled to claim only on account of ideal manpower and shall be decided by Project Manager whose decision shall be final any such suspension. However, if the suspension is ordered by the Project Manager due to any default of the Contractor such as defective materials, workmanship etc., the Contractor shall not be entitled to any extension or extra cost incurred.

CLAUSE 8 COMPLETION CERTIFICATE

As soon as the Work is completed, the Contractor shall give notice of such completion, whether of the whole of the Works, or of any phase of the Work, for which a separate date of completion is stipulated in the Contract, to the Project Manager, and the Project Manager, within 15 days of receipt of such notice, shall inspect the Work and also arrange for carrying out of such tests as may be prescribed under the Contract or ordered by the Owner. If the Project Manager notices any incomplete item of Work or any defect, which is to be rectified by the Contractor, or if any part or whole of the Work fails to pass the specified tests, the Project Manager shall furnish to the Contractor, the list of all such incomplete items of Work, deficiencies, defects, failure to pass tests, etc. If in the opinion of the Project Manager the Work has been satisfactorily completed and has satisfactorily passed final test or tests that may be prescribed, the Project Manager, shall intimate the same to the Owner and the Owner shall then issue a certificate of virtual completion showing the date of completion in respect of the Work after the Owner also satisfies himself that the work under the Contract is according to therein technical specifications and bill of quantities and there is no defect is apparent. The defect liability period, if any, shall commence from the date of completion indicated in such certificate, provided that the Owner, may issue such a certificate with respect to any part of the Works, before the completion of the whole of the works, which has been so completed and/or used by the Client/Owner. When any such certificate is given in respect of a part of the Work, such part shall be considered as completed and the defect liability period of such part shall commence from the date of completion indicated in such certificate. The Contractor shall return back to the Owner all Drawings, Bill of Quantities and technical specifications and all other documents as may be required by the Owner upon issuance of the Completion Certificate by the Project Manager.

Completion certificate in respect of either whole of the Works or any particular phase of the Works shall be issued after all the rectifications required in virtual completion certificate have been duly rectified and such rectification has been approved by the Owner/Project Manager and defect liability period for the phase for which the completion certificate has been issued shall commence from the date of issuance of such certificate.

No certificate of completion or virtual completion shall be issued until the Contractor has removed from the site all balance construction materials enabling structures & materials, plants, machinery & tools, all debris, dirt etc. or enabling all temporary structures or dwelling units in a manner so as to render the site both physically & aesthetically entirely fit for decent unobstructed habitation.

No certificate of completion, provisional or otherwise, shall be issued nor the Work be considered to be complete until the Contractor shall have removed from the premises on which Work has been executed, all scaffolding, surplus materials, rubbish and all huts and sanitary arrangement provided by him required for his/ Work in terms of this Contract.

CLAUSE 8A COMPLETION CERTIFICATE NOT TO ABSOLVE THE CONTRACTOR FROM HIS RESPONSIBILITIES:

The Certificate of Completion of Works referred to in clause 8 shall not absolve the Contractor from his liability to make good defects, imperfections and shrinkages or faults, which may appear during the defect liability period specified in the Contract, arising in the opinion of the Project Manager from materials or Workmanship being not in accordance with the Contract. These shall be rectified and made good by the Contractor at his own cost. In case of the default on the part of the Contractor, to so make good the defects or deficiencies, the Project Manager may employ labour, plant and machinery and materials or appoint another agency or Contractor, to make good such defects, imperfections, shrinkages and faults, and all expenses consequent and incidental thereto, shall be recovered from any money due to the Contractor under the Contract including the Performance Security amount or from any money payable to the Contractor by the Owner/Project Manager, under any other Contract or through under other legal remedies available to the Owner in terms of this Contract or through under other legal remedies available to the Owner as per law.

CLAUSE 8B DEFECT LIABILITY PERIOD

The Defect Liability Period shall cover 12 calendar months from the date of issuance of completion certificate and the Contractor shall have to maintain the entire completed phase or whole of the Works during defect liability period in all the manner i.e. to restore all that was constructed whether in terms of structure, finishes, services, site development Works, incidentals etc. in a manner so as it becomes the same as it was at the time of issuance of completion certificate. The Contractor will have to fulfill all his obligations under the defect liability period at his own expense.

The defect liability period when applicable in respect of a particular phase shall be over after 12 months from the issuance of the completion certificate of that particular phase whether defect liability period for the Works as a whole is over or not.

The defect liability period shall commence from the date of completion indicated in completion certificate. Provided that the Project Manager, may issue such a certificate with respect to any phase of the Work, before the completion of the whole of the Works, which has been so completed and/or used by the Owner/Project Manager. When any such certificate is given in respect of a phase of the Work, such phase shall be considered as completed and the defect liability period of such phase shall commence from the date of completion indicated in completion certificate.

CLAUSE 8C CONTRACTOR'S WORKING AREA

The Contractor may have to carry out some cutting / filling or any other work to make it suitable, for the area provided for his construction yard by the Project Manager, cost of which shall be deemed to have been included in the rates and prices quoted in the Tender and no extra payment shall be made on this account by the Owner.

CLAUSE 9 SURFACE CLEANING

All the splashes and dropping from white washing, colour washing, painting etc. on walls, doors, roofs, windows etc. shall be removed and the surface cleaned simultaneously with the completion of these items of Work in the individual rooms, quarters or premises etc., when the Work is done without waiting for the actual completion of the other items of Work in the Contract. In case the Contractor fails to comply with the requirements of this clause the Owner shall have right to get this Work done at the cost of the Contractor either itself or through another agency. Before taking such action, the Owner shall give ten days notice in writing to the Contractor.

The Contractor shall clean off all the dirt from all wood, Work, door, windows, walls, floors, or other parts of any building in/ upon or about which Work is to be executed, or of which he may have had possession for the purpose of the execution thereof, and not until the Work shall have been measured by the Project Manager. If the Contractor fails to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the completion of Work, the Owner may at the expenses of the Contractor remove such scaffolding, surplus materials and rubbish etc., and dispose of the same as he thinks fit and clean off such dirt as aforesaid: and the Contractor shall have no claim in respect of any such scaffolding or surplus material as aforesaid except for any sum actually realised by the sale thereof.

CLAUSE 10 AS BUILT DRAWINGS/COMPLETION PLANS

The Contractor shall submit as built drawings in 6 copies for Works as directed by Owner/Architects showing the details of the Works executed in the last month of completion within fifteen days of the completion of the a phase or whole of the Work. The Architects shall verify the as built drawings and documents before handing over it to the Owner. These will be in addition to two sets of electronic soft copies on CDs including digitized format Drawings in Autocad. The cost of making the "As Built" Drawings" shall be deemed to be included in the rates quoted in the Bill of Quantities. In addition to this Contractor shall also certify that Civil & Structural work executed at site is in line with final GFC drawings issued by the Consultant. Unless Contractor submits the aforesaid drawings Final bill will not be certified for the payment.

The Owner or the architect may decide not to levy aforesaid fee and instead insist upon submission of the as built drawings as per the Contract and the Contractor shall have to fulfill this obligation.

CLAUSE 11 ASSESSED VALUE OF WORK

- i) The Contractor has agreed to execute the Work mentioned in instructions to tender on item rate basis all as indicated hereinafter.
- ii) Notwithstanding the item rates quoted by the Contractor he has also agreed to execute any additional/ altered/ substituted Work not catered for in the said item rates/lump sum, as may be required to be undertaken for the completion of the Work at the rates(s) calculated in the manner contained vide clause 19 hereinafter.
- iii) The item rates quoted by the Contractor are deemed to be inclusive of all taxes, duties, accesses, levies, impositions of any kind of GST on materials levied by the Central or State Government or Local Authority at the time of the Agreement in respect of the materials incorporated in the works Contract or otherwise.
- iv) The Contractor has visited the site and ascertained all aspects of site conditions and related factors concerning the Work. The lump sum amount and the item rates include such other incidentals which are required to be completed for the entire Work. No extras shall be considered for such contingent works arising out of site conditions and/ or any misunderstanding.

CLAUSE 12 INTERMEDIATE PAYMENTS (R.A. BILL PAYMENTS)

The rates payable to the Contractor for the Works done by him as agreed in this Contract are wholly inclusive of all taxes & cess but excluding GST that is to be levied over and above on work contract as per latest notification of Central or State government, incidentals including anything that may not be defined herein but is payable to the relevant authorities, entities or otherwise payable for satisfactory completion of the Works.

The Contractor shall raise on a monthly basis on 7th of every month a R.A. Bill for the Works executed by him till last day of the previous month and approved by Project Manager during the month on the basis and in a manner as defined in this Contract.

The Owner or the representative shall assess the R.A. Bill submitted by the Contractor and determine a value after considering any deduction and / or variation in the procurement price for the items which have fixed basic prices for making the adhoc payment equivalent to 75% of assessed value by the Owner/Representative within 15 days of the said submission of R.A. Bill, and the R.A. Bill shall be finalised by the Owner within 30 days of submission of R.A. bill and the balance amount paid or recovered from the Contractor immediately thereafter. The R.A. Bill and the payments made against it whether ad-hoc or final shall all times be treated as advance to be finally adjusted against the final Bill.

The format in which the monthly R.A. Bills to be formulated by the Owner and given to the Contractor will be a binding on him.

CLAUSE 12A RELEASE OF RETENTION MONEY

The Retention Money as defined in Clause No-6 of Special Condition of Contract, shall be released in the following stages:-

%age Work completed	% age release
On commencement of defect liability maintenance period immediately on the virtual completion of Work on issuance of the virtual completion certificate against an unconditional, irrevocable & divisible Bank Guarantee from any nationalized bank of equal amount.	50%
The remaining 50% of retention money shall be released on completion of Defects Liability Period, on the issuance of final completion certification, alongwith the original Bank Guarantee submitted earlier.	100%

CLAUSE 13 APPROVAL OF WORKS BY STAGES

All Works shall be subject to examination and approval at each stage thereof and the Contractor shall give due notice to the Project Manager when each stage is ready.

CLAUSE 14 PRICE ESCALATION

This is a fixed price Contract and no escalation is payable on any account whatsoever.

The rates as per the accepted as per fixed price contract, shall be firm and hold good till the completion of the Works and no additional claim or amount shall be admissible on account of fluctuations in market rates. However, any variations (increase or decrease) in taxes, levies, royalties, octroi etc. due to any statutory regulations shall have financial adjustments applicable on or after signing of contract document till completion of the Works.

CLAUSE 14A ITEMS NOT INCLUDED IN THE BILL OF QUANTITIES (EXTRA ITEMS)

If any item of Work not provided for in the accepted Bill of quantities and required to be executed for completion of Work, the Contractor on receipt of instructions from the Project Manager, shall be bound to carry out such items of Work at the rates to be decided as per sub-clause 14A-1 and 14A-2.

14A-1 The rate for such extra items shall be derived from rate for similar items available in the accepted Bill of Quantities.

14A-2 In case rates can not be derived from the accepted Bill of Quantities, the rate may be Worked out on the following basis:

- a. Cost of materials and consumables at current market rates inclusive of all applicable taxes, as actually utilised in the final finished permanent Work, including a reasonable percentage for wastage and cost of loading, unloading and transportation.
- b. Cost of labour required for the Work.
- c. Hire charges for plant and machinery, scaffolding, shuttering, forms, etc. required to be used at the site of the Work.
- d. An amount of 15% of items (a), (b) and (c) above to allow for Contractor's overheads, profits and other contingencies.
- e. All applicable taxes i.e differential of GST + labour Cess will be paid over and above this.

14A-3 In all cases where extra items of Work are involved, for which there are no rates in the accepted Bill of quantities, the Contractor shall give a notice to the Project Manager, of at least 7 days before the need for their execution arises.

The Project Manager shall also approve in principal for any extra item before execution of work at site and shall also ensure the approval of rates also. Such a notice shall not however be necessary if the Project Manager has already instructed in writing to take up such an item of Work. To decide the rate, the Contractor shall furnish detailed analysis of the rates on the lines mentioned in sub-clause 14A-1 and 14A-2 above and attend a meeting with Project Manager to settle the rate as and when called for. The Contractor shall be bound to furnish the requisite details and to attend the meeting.

14A-4 Provisional payment for extra item

In case mutually agreeable settlement of rates is not arrived at between the Project Manager and the Contractor, the Contractor shall be bound to carry out the Works at rates to be decided by the Project Manager. In the absence of a finalised rate for a new item, the Project Manager shall be entitled to certify payment to the Contractor based on a provisional rate fixed by the Project Manager for the Work done under the new item. This shall be subject to upward or downward adjustment after the rate is finalised by the Project Manager for that item. The decision of the Project Manager under this clause shall be final and binding.

CLAUSE 15 MEASUREMENTS OF WORK AND PAYMENTS

15.1 Measurements

The Contractor shall be paid for the Works at rates in the accepted Bill of Quantities of the Contract and extra items of Work at rates determined under clause 14A of these conditions. The measurement shall be taken by the Project Manager/Site Engineer or their representative in the presence of the Contractor or his authorised representative. The Work executed on daily basis shall be measured jointly by the Project Manager or his representative and shall be recorded in the measurement book for the purpose of raising running bills.

15.2 Measurement of Work at regular intervals

The measurements of the Work shall be taken in accordance with the Contract during progress of Work and at such intervals (preferably on daily basis) or as in the opinion of the Project Manager/Site Engineer or their representative shall be proper, having regard to the progress of the Work. On an agreed date and time, the Project Manager/Site Engineer or their representative shall take the on account or final measurements in the presence of the Contractor or his authorised representative. The Project Manager/Site Engineer or their representative shall sign the measurements, which shall also be signed by the Contractor or his authorised representative as an acceptance of the measurements. If the Contractor or his representative fails to turn-up at the time of taking measurements in spite of notice to do so, the Project Manager/Site Engineer or their representative shall be entitled to record the measurements ex-parte and these shall be final and binding on the Contractor.

15.3 Measurement of Works as per records and drawings

For the purpose of measuring such permanent Works, as are to be measured by records and drawings, the Contractor shall prepare records and drawings at regular intervals and submit to the Project Manager/Site Engineer or their representative for his scrutiny.

In case, there is a discrepancy in the measurements of Work done and the measurements as per drawings, measurements for the minimum of the two shall only be accounted for, provided the executed Work is acceptable to the Project Manager. The Project Manager shall also consider the site instructions issued from time to time while accepting the measurement of works executed for the final measurement.

The Project Manager/Site Engineer or their representative shall have the right to rectify any incorrect measurements and delete/correct any measurements if it is found at a later stage that the Work is incomplete, defective and/or not conforming to the specifications.

Such measurements shall be taken in accordance with the Standard Method of Measurement of Building Works as per latest version of C P W D Specifications applicable to Works or by Bureau of Indian Standards. In case of ambiguity in Standard Method of Measurement of Building Works between latest version of CPWD Specifications applicable to Works and Bureau of Indian Standards the decision of Project Manager will be final and binding to the Contractor. The Contractor or his Agent may at the time of measurement take such notes and measurements as he may require. All authorized extra Works, omissions and all variations made without the Project Managers knowledge, if subsequently sanctioned by him in writing, shall be included in such measurements.

Whenever bill is due for payment, the Contractor would initially submit draft computerized measurement sheets and these measurements would be got checked for the Project Manager or his authorized representative. The Contractor, will thereafter, incorporate such changes as may be done during these check in his draft computerized measurements, and submit to the department a computerized measurement book, duly bound, and with its pages machine numbered. The Project Manager or his authorized representative would thereafter check this measurement book and record the necessary certificates for their check. The Contractor shall also submit to the Owner separately his computerized abstract of Cost and the bill based on these measurements, duly bound and its pages machine numbered along with two spare copies of the bill. Thereafter, this bill will be processed by the Project Manager.

CLAUSE 16 SUBSTANDARD MATERIALS

The Project Manager/Site Engineer or their representatives shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications or which is prejudicial to the quality of the Work and in case of default, the Project Manager shall be at liberty to employ other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Project Manager shall also have full powers to require other proper materials to be substituted thereof and in case of default the Project Manager may cause the same to be supplied and all costs which may arise due to such removal and substitution are to be borne by the Contractor.

CLASUE 16A UNUSED MATERIAL/UNFIXED EQUIPMENT TO BE THE PROPERTY OF THE OWNER

Where in any certificate (of which the Contractor has received payment) the cost of any unused material/unfixed equipment intended for and/or placed on or adjacent to the Works has been included the same shall become the property of the Owner and it shall not be removed from the Site, except for use for the Work under the Contract, without the prior written permission of the Project Manager. The Contractor shall be liable for any loss or damage to such materials.

CLAUSE 17 SECURED ADVANCES

The Contractor shall be entitled to receive payment as secured advance against non perishable material brought at site during the progress of the execution of the Work upto 75% of the invoice value of material cost or 60% of the item rate whichever is lower for non-perishable materials only, as approved by the Project Manager and are in accordance with the Contract ,which have been brought on the site in connection therewith with the approval of the Project Manager and are adequately stored and or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the Works. The Contractor shall also submit an Indemnity Bond in favour of the Owner for any theft / damage to the material for which Secured Advance is paid. When materials on account of which an advance has been made under this sub-clause are incorporated in the Work the amount of such advance shall be deducted from the next payment made under any of the clauses of this Contract. To clarify, it shall be ensured that any outstanding secured advances availed by the Contractor stands fully adjusted from the amount due to the Contractor against final bill submitted by it to the Owner. The Contractor shall ensure that only such materials are brought to the Site as are to be utilized in the Work under the Contract within a reasonably short time and it shall work out the same in consultation with Project Manager in accordance with the construction drawings and other related documents. The Owner shall have complete and absolute charge and lien on the items of material against which secured advance has been availed by the Contractor and the same shall be treated as the property of the Owner and the Contractor shall not create any charge or lien on the same in favour of a third person or entity or try to remove the same from the Site. However, the said items of material shall remain in the custody of the Contractor as agent of the Owner until the same are properly utilized and accounted for by the Contractor or the secured advances availed by the Contractor has been fully recovered from the sums due to it and till such time any loss or damage or wastage in respect thereof shall be the sole responsibility & to the account of the Contractor.

CLAUSE 18 WORK TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATION, ORDERS, DRAWINGS ETC.

The Contractor shall execute the whole and every part of the Work in a most substantial and Workman like manner and both as regards materials and otherwise in every respect in strict accordance with the specifications etc. The Contractor shall also conform exactly fully to the designs, drawings, and instructions in writing in respect of the Work, signed by the Owner/Architects and/or his representative and the Contractor shall be furnished free of charge one copy of the specifications, designs, drawings and instructions as are not included in the CPWD entitled Specifications for Works at Delhi 2002 volume 1 & 2 with upto date correction slips or such other printed publication on General Specifications as are referred to elsewhere in the Contract or included specifically in the Contract.

CLAUSE 18A TOLERANCES

The Contractor shall exercise every care to ensure that all structural members are plumb and true to line, level and dimensions called for on the Drawings, for the purposes of structural requirements as well as in order to receive finishes, equipment and similar items. The details of the finishing items are based upon allowing tolerances as per the most stringent requirements laid down in the Contract Documents/Indian Standard Specifications/Best Trade practices and the limits of tolerances shall be in strict conformity with such Documents and Standards. Any variations beyond such limits shall require, in accordance with the directions and to the approval of the Project Manager, rectification in the structural members and/or wall openings or the remaking or replacing of the finishing elements and / or equipment, fabricated to fit into the openings or spaces shown on the Drawings. All such rectification or remaking or replacing of Work, shall immediately be carried out by the Contractor at its own cost and expense, and it shall be responsible for all delays in this regard. All such costs and expenses shall be recovered from the Contractor and shall be deducted by the Owner from any money that may be payable or that may become payable to the Contractor.

CLAUSE 19 ALTERATION IN SPECIFICATIONS AND DESIGNS

The Project Manager in consultations and with the consent of the Architects shall have power to make any alterations or omissions from, additions to or substitution for, the original specification, drawings, designs and instructions that may

appear to him to be necessary during the progress of the Work, and the Contractor shall carry out the Work in accordance with any instructions which may be given to him in writing signed by the Project Manager and such alterations, omissions and additions and substitution shall not invalidate the Contract and any altered, added or substituted Work which the Contractor may be directed to do in a manner specified above, as part of the Work shall be carried out by the Contractor on the same conditions in all respect in which he agreed to do the main Work. The time for the completion of the Work shall be extended only if the Project Manager considers the alterations changes in specifications to be substantive enough to need extension of time and the duration of such extensions, if granted, shall be entirely at the discretion of the Project Manager. The rates for such additional, altered or substituted Work under this clause shall be worked out in accordance with the following provisions in their respective order :

- i) If the rates for additional, altered or substituted Work are specified in the Contract for the Work, the Contractor is bound to carry out the additional, altered or substituted Work at the same rates as are specified in the Contract for the Work.
- ii) If the rates for the additional, altered or substituted Work are not specifically provided in the Contract for the Work, the rates will be derived from the rates for a similar class of Work as are specified in the Contract for the Work.
- iii) If the rates for the altered, additional or substituted Work can not be determined in the manner specified in sub clause (i) to (ii) above, then the Contractor shall, within 7 days of the date of receipt of order to carry out the Work, or 7 days in advance of execution of such items inform the Project Manager of the rate which it is his intention to charge for such class of Work, supported by analysis of the rate(s) claimed and the Project Manager shall determine the rate or rates on the basis of the prevailing market rates and the same will become applicable subject to prior approval of the Owners and pursuant to above clauses 14A & 14A-2. (The market rates then submitted shall be subject to 15% as Contractor's profit & overhead). However the Project Manager, by notice in writing, will be at liberty to cancel his order to carry out such class of Work and arrange to carry out in such a manner as he may consider advisable. But under no circumstances the Contractor shall suspend the Work on the plea of non settlement of the rate of items falling under the clause.

CLAUSE 20 DEVIATION LIMIT

The quantities of items shown in the Bill of Quantities are approximate, and liable to vary during the actual execution of the Work. The Contractor shall be bound to carry out and complete the stipulated Work, irrespective of any limit of variations in individual items, specified in the Bill of Quantities. The quoted rates against various items of BOQ shall remain unaltered upto the below mentioned limits.

The variations in the total contract value mentioned in the Contract shall be limited to +/- 25%. However, the deviation limit may further change as per the mutual consent of the parties.

CLAUSE 21 DELETION / REDUCTION IN SCOPE OF WORK

If at any time after the commencement of the Work the Owners shall for any reason whatsoever not require the whole or part of the Work thereof as specified in the tender to be carried out, the Project Manager shall give notice in writing of that to the Contractor who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the Work in full, but which he did not derive in consequence of the full amount of the Work not having been carried out, neither shall he have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of Work as originally completed.

Provided that the Contractor shall be paid the charges on the of the materials actually and bonafide brought to the site of Work by the Contractor and rendered surplus as a result of the abandonment or curtailment of the Work or any portion thereof.

CLAUSE 22 ACTION AND COMPENSATION PAYABLE IN CASE OF BAD WORK

If it shall appear to the Project Manager that any Work has been executed at any time, *i.e.*, whether during the construction or reconstruction period or Defect Liability Period, with unsound, imperfect or unskilled workmanship or with materials of any inferior quality or that the materials or articles provided by him for the execution of the Work are unsound or of quality inferior to that contracted for or otherwise not in accordance with the Contract, the Contractor shall on demand in writing which shall be made within twenty four months of the completion of the Work from the Project Manager specifying the Work, materials or articles complained of not withstanding that the same may have been passed, certified and paid for, forthwith (i) remedy the bad Work; or (ii) re-perform the Work if the same cannot be remedied; or (iii) if the Work cannot be re-performed then refund the money for the part of the bad Work and/or,

remove the materials or articles, so specified and provide other proper and suitable materials or articles at his own proper charge and cost, and in the event of his failing to do so within a period to be specified by the Project Manager in his demand aforesaid then the Contractor shall be liable to pay compensation as decided by the Project Manager. The decision of the Project Manager in this regard shall be final and binding. The materials or articles complained of shall be replaced as the case may be at the risk of and expense in all respects of the Contractor through any other agency.

CLAUSE 23 WORK TO BE OPENED TO INSPECTION

All Work under or in course of execution or executed in pursuance of the Contract shall at all times be open to the inspection and supervision of the Project Manager/Owner or their authorized representatives and their authorized subordinates and the Contractor shall at all times at which reasonable notice of the intention of the Project Manager or his authorized subordinates to visit the works shall be given to. The Contractor either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing present for the purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the Contractor himself. Such inspections and observations shall not absolve the Contractor of its own responsibility of supervision to check quality of materials and workmanship, soundness, safety and other applicable parameters. The Contractor shall render all facilities to such specialists deputed by the Owner to carry out such examinations / inspections. Such inspections and observations shall not absolve the Contractor of its own responsibility of supervision to check quality of materials and workmanship, soundness, safety and other applicable parameters.

CLAUSE 24 NOTICE TO BE GIVEN BEFORE WORK IS COVERED UP

Contractor shall give not less than seven days notice in writing to the Project Manager of the Work before covering up or otherwise placing beyond the reach of measurement and any Works in order that the same may be measured and correct dimension thereof be taken before the same is so covered up or placed beyond the reach of measurement of the Work without the consent in writing of the Project Manager of the Work shall within the aforesaid period of seven days inspect the Work, and if any Work shall be covered up or placed beyond the reach of measurement without such notice having been given or Project Manager consent being obtained, the same shall be uncovered at the Contractors expense or in default thereof no payment or allowance shall be made for such Work or materials with which the same was executed. Decision of the Project Manager shall be final and binding on such measurements Work.

CLAUSE 25 DAMAGES/DEFECTS RECTIFICATION DURING DEFECTS LIABILITY PERIOD

If the Contractor or his Working people or servants shall break, deface, injure or destroy any part of building in which they may be Working, or any building, road, road kerbs, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grass land or cultivated ground contiguous to the premises on which the Work of any part if being executed, or if any damages shall happen to the Work while in progress, from any causes whatever of it any defect shrinkage or other faults appear in the Work within 12 months after a certificate final or otherwise of its completion shall have been given by the Project Manager as aforesaid arising out of defective or improper materials or Workmanship the Contractor shall upon a receipt of notice in writing on that behalf make good the same within such reasonable time as may be provided by the Owner and at the expense of Contractor itself, or in a default the Project Manager may cause the same to be made good by other Workmen and deduct the expense from any sums that may be then, or at any time thereafter become due to the Contractor or from security deposit. However Contractor shall not be responsible for defects caused by other parties.

CLAUSE 26 CONTRACTOR TO SUPPLY ALL PLANT, LADDERS, SCAFFOLDINGS ETC.

The Contractor shall provide at his own cost all materials (except such special materials, if any as in accordance with the Contract to be supplied from the Owner's stores,) plants, tools appliances, implements, ladder, cordage, tackle scaffolding, cranes and temporary Works requisite for the proper execution of the Work whether original altered or substituted and whether included in the specifications of other documents forming part of the Contract or referred to in these conditions or not or which may be necessary for the purpose of satisfying or complying with the requirements of the Project Manager as to any matter to be satisfied, or which is entitled to require together with carriage thereof to and from the Work. The Contractor shall also supply without charge, the requisite number of persons with the means and materials necessary for the purpose of setting out Works and counting weighing and assisting in the measurement or examination at any time and from time to time of Work or materials. Failing his so doing the same may be provided by the Owners at the expense of the Contractor and the expense may be deducted from any money due to the Contractor, under the Contract and/ or from his Security deposit or the sale thereof or of sufficient portions thereof.

The Contractor shall accept delivery and store, protect and provide security for any materials, system and equipment purchased by the Owner, at Contractor's own risk and insurance, which are a part of the Work until such items are incorporated into the Work. The Contractor shall document receipt of such materials, systems and equipment of forms

provided by the Project Manager. Any losses suffered by the Owner and other Contractors due to loss of material, mishandling, theft etc. shall be recovered from the Contractor at the issued rate including storage charges.

CLAUSE 27 WORKMENS COMPENSATION

In every case in which by virtue of the provisions of section 12, sub-section (i) of the Workman's Compensation Act 1923 with updated amendments, Owner is obliged to compensate to a workman employed by the Contractor, in execution of the works, the Owner will recover from the Contractor the amounts of the compensation so paid and without prejudice to the right of Owner under section 12 sub-section (2) of the said Act. The Owner shall be at liberty to recover such amount or any part thereof by deducting it from the Security Deposit or from any sum due by the Owner to the Contractor or whether under this Contract or otherwise. Owner shall not be bound to contest any claim made against it under Section 12, sub-section (1) of the said Act, except on the written request of the Contractor and upon his giving to Owner full security for all costs which Owner might become liable in consequence of contesting such claim.

CLAUSE 28 PAYMENTS UNDER CONTRACT LABOUR (REGULATION & ABOLITION) ACT-1970

In every case by virtue of the provision of the Contract Labour (Regulation & Abolition) Act, 1970 with updated amendments and of the Central Rules 1971, with updated amendments, Owner is obliged to pay any amount of wages to Workman employed by the Contractor in the execution of the Works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and rules. Owner will recover from the Contractor the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the Owner under Section 20 sub-section (2) and section 21 sub-section (4) of the Contract Labour (Regulation & Abolition) Act 1970 with updated amendments. Owner shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Owner to the Contractor whether under this agreement or otherwise. Owner shall not be bound to contest any claim made against it under section 20 sub-section (4) of the said Act, except on the written request of the Contractor and upon his giving to the Owner full security for all cost for which Owner might become liable in contesting such claim.

CLAUSE 29 CONTRACTOR TO OBTAIN LICENSE

The Contractor shall obtain a valid license under the Contract Labour (Regulation & Abolition) Act 1970, with updated amendments and the Contract Labour (Regulation & Abolition) Central Rules 1971 with updated amendments, before the commencement of the Work and continue to have a valid license until the completion of Work.

The Contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.

CLAUSE 30 MINIMUM WAGES

The Contractor shall comply with all the provisions of the Minimum Wages Act, 1948. Contract Labour Regulations & Abolition Act, 1970 and rules framed there under & other labour laws affecting the Contract that may be brought into force from time to time.

Payment of wages to labourers :

- a) The Contractor shall pay not less than minimum wages to labourers engaged by him on the Work.
- b) Vis-a-vis the Contractor shall be primarily liable to all payments to be made under and for the observance of the Regulations aforesaid without prejudice to his right to claim indemnity from his sub-Contractors.

CLAUSE 31 PAYMENT OF WAGES TO LABOUR

The Contractor shall submit, by the 4th and 19th of every month to the Project Manager true statement showing, in respect of the second half of the preceding month and the first half of the current month respectively :

- 1) The number of labourers employed by him on the Work.
- 2) Their Working hours.
- 3) The wages paid to them.

CLAUSE 31A COMPLIANCE WITH ALL LAWS AND REGULATIONS

The Contractor shall at all times during the currency of the Contract comply fully with all existing and applicable acts, regulations and bye-laws including all statutory amendments and re-enactment of State or Central Government and other local authorities and any other enactments and acts that may be passed in future either by the State or the Central Government or local authority and shall keep the Owner and its directors and employees indemnified against any claims or action that may be commenced against them due to such contravention by the Contractor. If the Owner is caused to pay or reimburse any such amounts due to non-observance of the above or any other relevant provisions by the Contractor, the Owner shall have the right to deduct from any moneys due to the Contractor or from securities and guarantees kept with the Owner or to recover from the Contractor personally any sum required or estimated to be required for making good the loss or damage suffered by the Owner in this regard. All registration and statutory inspection fees, if any, relating to the Work under the Contract shall be to the account of the Contractor.

CLAUSE 32 TEMPORARY WORKSHOPS, STORES ETC.

The Contractor shall at the commencement of the Work, provide, erect and maintain at his own cost all necessary temporary Workshops, stores, office etc. as required for the proper and efficient execution of the Work. The planning, sitting and erection of these buildings shall be to the approval of the Project Manager and they shall at all times be kept tidy and in a clean and sanitary condition to the entire satisfaction of Owners and the Architects/Project Manager and at the Contractor's expense. On completion of the Works, the whole of such temporary buildings shall be cleared away and the site reinstated and **left** clean and tidy to the entire satisfaction of the Owner and the Project Manager at the Contractor's expense. In case of default on the part of the Contractor to clear the site within fifteen days at the maximum of completion of Work and handing over of the building it shall be done at his risk and cost and expenses so incurred recovered from him.

The Contractor shall, at its own expense, erect and maintain in good condition temporary fences and gates along the boundaries of the areas assigned to him for the purpose of the execution of the Works. The Contractor shall, except when authorized by the Project Manager, confine its men, material and plant within the Site of which he is given possession. The Contractor shall not use any part of the Site for purposes not connected with the Works under the Contract unless prior written permission of the Project Manager has been obtained. Access shall be made to such areas only by way of approved gateways. No inflammable material should be used in the temporary construction for workshop, store and labour camps.

The Contractor shall bear all expenses and charges for special or temporary way-leaves required by it in connection with access to the Site. Accommodation for labour shall not be allowed within the site premises. The Contractor shall be itself responsible at its own cost for provision of accommodation/ temporary structures outside the Site required by it for the purposes of the Work under the Contract. The Contractor shall not interfere unnecessarily or improperly with the convenience of public and shall not access to and use and occupy roads, footpaths, irrespective of whether they are public or in the possession of the Owner or of others. The Contractor shall indemnify and hold the Owner harmless against and from all damages, losses and expenses (including legal fee) resulting from any such unnecessary or improper interference.

CLAUSE 33 CONTRACTOR'S PERSONNEL TO MAINTAIN DISCIPLINE

The Project Manager may require the Contractor to dismiss or remove from the site of the Work any person or persons in the Contractor(s) employment on the Work who may be incompetent or misconduct himself and the Contractor shall forthwith comply with such requirements.

The owner does have the right to take legal action against any personnel of the contractor in case a person, a group of persons is involved into indiscipline, fighting and any illegal activities

CLAUSE 34 WORK NOT TO BE SUBLET

The Contractor shall not assign or sublet any part or whole of the Works without the written approval of the Owners. In the event the Contractor sublet any part or whole of the Work whether to a specialized agency or to any one else and if it is observed by the Project Manager that such an agency to whom Work has been sublet is not performing by on account of non payment to him by the Contractor, the Project Manager shall have the complete liberty to make the direct payment to such an agency and debit the same to the Contractor. Notwithstanding anything stated before the responsibility of making payment to the sub Contractor or specialized agency appointed by the Contractor shall at all

times lie with the Contractor and the Contractor shall indemnify the Owner against any claim from such payments. The main contractor shall be responsible for all contractual liabilities on behalf of his subcontractor or associates during and after execution of works at site.

CLAUSE 35 SUM PAYABLE BY WAY OF COMPENSATION TO BE CONSIDERED AS REASONABLE COMPENSATION WITHOUT REFERENCE TO ACTUAL LOSS

All sums payable by way of compensation/ Liquidated damages under any of these conditions shall be, considered as reasonable compensation to be applied to the use of Owner without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

CLAUSE 36 CHANGE IN CONSTITUTION

Where the Contractor is a partnership firm ,the previous approval in writing of the Owner shall be obtained before any change is made in the constitution of the firm, Where the Contractor is an individual or a Hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the Contractor enters into a partnership agreement wherein the partnership firm would have the right to carry out the Work (or part thereof) hereby undertaken by the Contractor. Where the Contractor is a company incorporated under the Companies Act, 1956 the previous approval in writing of the Owner shall be obtained before any change is made in the shareholding of the company. If previous approval as aforesaid is not obtained, the Contractor shall be deemed to have been assigned in contravention of Clause 34 hereof and the same action may be taken, and same consequences shall ensure as provided in the said Clause 34.

CLAUSE 37 WORK TO BE UNDER DIRECTION OF PROJECT MANAGER / OWNERS

All Works to be executed under the Contract shall be executed under the direction and subject to the approval in all respects of the Project Manager/Owners who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried out.

CLAUSE 38 PATENT RIGHTS

The Contractor shall fully indemnify the Owner against any action, claim or proceeding relating to infringement of use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the Contract.

CLAUSE 39 WITH HOLDING AND LIEN IN RESPECT OF SUMS CLAIMED

- a) Whenever any claim or claims for payment of a sum of money arise out of or under the Contract against the Contractor, the Owner shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security deposited by the Contractor and for the purpose aforesaid, the Owner shall be entitled to withhold the security deposit, if any furnished as the case may be, and also have a lien over the same pending finalisation for adjustment of any such claim. In the event of the security having been taken from the Contractor, the Owner shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which at any time thereafter may become payable to the Contractor under the same Contract pending finalisation or adjudication of any such claim.

It is an agreed term of the Contract that the sum of money or moneys to be withheld or retained under the lien referred to above, by the Owner will be kept withheld or retained as such by the Owner till the claim arising out of or under the Contract is determined by the Arbitrator (Governed by Clause No. 50) or by the competent Court, as the case may be and that the Contractor will have no claim for interest or damages whatsoever on any account in respect of such with holding or retention under the lien referred to above and duly notified as such to the Contractor. For the purpose of this Clause, where the Contractor is partnership firm or a limited Company, the Owner shall be entitled to withhold and also have lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/ Limited Company as the case may be whether in his individual capacity or otherwise.

- b) Owner shall have right to cause an audit and technical examination of the works and the final bills of the Contractor including all supporting vouchers, abstract etc. to be made after payment of the final bill and if as a result of such Audit and technical examination any sum is found to have been overpaid in respect of any Work done by the Contractor under the Contract or any Work done by the Contractor the Contract of any works claimed by him to have been done by him under the Contract and found not to have been executed, the Contractor shall be liable to refund the amount of over payment and it shall be lawful for Owner to recover

the same from him in the manner prescribed in sub Clause (a) of this clause or in any other manner legally permissible and if it is found that the Contractor was paid less than what was due to him under the Contract in respect of any Work executed by him under it, the amount of such under payment shall be duly paid by the Owner to the Contractor.

CLAUSE 39A CLAIMS NOT PERMISSIBLE

All payments due to the Contractor shall become so due only on account of:

- a) Works executed as per the Bill of Quantities whether on item rate or lump sum
- b) Extra items executed in terms of the Contract
- c) Additional Work or alterations or changes in specifications as provided for in this Contract

No claims on the grounds of extension of time, idling any kind of resources such as labour, plant, equipment etc. or any account whatsoever will be permissible for reason attributable to the Contractor. It is assumed that the Contractor has completely satisfied with correct knowledge of the site conditions, provision in the Contract to commence Work in phases, and all other factors and conditions that may have cost impact and has duly taken care of them while accepting the prices / rates and therefore will not have any reason to raise any claim on any account whatsoever.

CLAUSE 40 DETAILED PLANNING

No plant and machinery or other materials will be arranged or issued by the Owner. Planning of Works and deployment of personnel (planned) shall be submitted along with tender and later on also and approval of Owners be received.

The Contractor shall furnish a competent and adequate staff as necessary for the proper administration, management, co-ordination, supervision of the Work, organize the procurement of all materials and equipment so that they will be available at the time they are needed for the Work and keep an adequate force or skilled Workmen on the job to complete the Work in accordance with all requirements of the Contract documents. The staff shall be supplemented, replaced, if in the opinion of the Project Manager, the staff is found to be inadequate.

CLAUSE 41 ROYALTY/CESS ETC.

If pursuant to sub clause, under any law, such notification or any royalty, cess, fee or the like becomes payable by the Owners due to nonpayment by the Contractor to the State Government/ Local Authorities and any other statutory body in respect of any material, equipment and transport used by the Contractor in the Works then in such cases it shall be lawful for the Owner and it will have right and be entitled to recover the amount paid in the circumstances as aforesaid from the dues of the Contractor.

CLAUSE 42 OWNER'S RIGHTS

Without prejudice to any rights or remedies under this Contract if the Contractor dies, the Owner shall have the option of terminating the Contract without compensation to the heirs of the Contractor.

CLAUSE 43 CLAUSE PERTAINING TO DAMAGE TO WORKS IN CONSEQUENCE OF HOSTILITIES OF WAR LIKE OPERATIONS

The Work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the Contractor until the Work has been delivered to the Project Manager and a certificate from him to that effect obtained. In the event of the Work or any materials properly brought to the site for incorporation in the Work being damaged or destroyed in consequence of hostilities or war-like operations, the Contractor shall when ordered in writing by the Project Manager, remove any debris from the site collect and properly stack or remove in the store all serviceable materials salvaged from the damaged Work and shall be paid at the Contract rate in accordance with the provision of this agreement for the Work of clearing the site of debris, stacking or removal serviceable materials and for the reconstruction of all Work of clearing the site of debris stacking or removal serviceable materials and for the reconstruction of all Work ordered by the Project Manager, such payment being in addition to compensation upto the value of Work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed by the Project Manager. The Contractor shall be paid for the damage, destruction suffered and for restoring the materials, at the rate based on the analysis of the rates tendered for in accordance with the provision of this agreement. The certificate of the Architects regarding the quality and quantities of materials and the purpose for which they are collected shall be final and binding on all parties to the Contractor.

Provided always that no compensation shall be payable for any loss in consequence of hostilities of war-like operations, unless

For any materials etc., not on site of the Work or any tools and plants, machinery scaffolding, temporary building and other things not intended for the Work.

In the event of the Contractor having carried out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the Owner.

CLAUSE 44 SAFETY CODES

Safety pertaining to construction Work, such as excavation, trenching, blasting, demolition provision of scaffolds, ladder, Working platforms, gangways, mixing of asphalted materials, electric arc and gas welding, use of hoisting and construction machinery shall be governed by the relevant provisions of I.S. safety code or as directed by the Architects/Project Manager.

A 'List of Safety Code' is hereby given for strict compliance during Work progress.

IS	4081 - 1967 with updated revisions thereon
IS	818 - 1968 with updated revisions thereon
IS	5916 - 1970 with updated revisions thereon
IS	4130 - 1970 with updated revisions thereon
IS	3764 - 1966 with updated revisions thereon
IS	3696 (PT. I & II) - 1966 with updated revisions thereon
IS	6922 - 1973 with updated revisions thereon
IS	7293 - 1974 with updated revisions thereon

The Contractor shall at his own expense arrange for all the safety provisions and shall at his own expense provide for all facilities in connection there to the satisfaction of the Owners and on his failure to do so the Owners shall be entitled to provide the same and recover the cost incurred in that on behalf of the Contractor who shall in addition be liable to pay a penalty of Rs. 50,000/- for each default.

CLAUSE 44A SAFETY OF PUBLIC AND PUBLIC UTILITIES

- i) Existing road or water courses or any other utility shall not be blocked, cut through, altered, diverted or obstructed in any way by the Contractor, except with the permission of the Project Manager. All compensation claimed by any Department/Organisation for any unauthorized closure, cutting through, alteration, diversion or obstruction to such roads or water courses by the Contractor or his staff shall be recovered from any moneys due to the Contractor.
- ii) During progress of Work in any street or thoroughfare, the Contractor shall make adequate provision for the passage of traffic, for securing safe access to all premises approached from such street or thoroughfare and for any drainage. Water supply, sewer lines, Electrical and Telecommunication cables/wires etc. which may be interrupted by reason of execution of Works shall be protected/diverted and maintained by the Contractor at his own cost. Barriers, lights and other safeguards as prescribed by the Project Manager for the regulation of traffic including watchmen necessary to prevent accidents and to ensure protection and security of all places dangerous whether to the Contractor's workmen or to other persons until the Work has been completed to the satisfaction of the Project Manager who shall decide that such services are no longer required shall be provided by the Contractor at his own cost.
- iii) The Contractor shall be responsible for taking all precautions to ensure safety of the public utilities and public in the vicinity of Works and shall post such watchmen at his own cost as may, in the opinion of the Project Manager, be necessary to comply with the regulations applying to the Work and to ensure safety.
- iv) The Contractor shall be responsible for taking all precautions to avoid any accident at site for fencing and covering of the following:
 - i. Borewell (if any)
 - ii. Water Tank
 - iii. DG Sets having electrical connection

All electrical points shall have proper connection and terminations by way of common switch board having provision of MCB's and ELCB's to ascertain the disconnection of supply in case of any malfunction at site. No naked electrical connection shall be permitted at site.

If the Contractor fail to implement the provisions as required in the above sub-clauses, the Project Manager may provide necessary arrangements and the cost of the same shall be recovered from the Contractor's payments/dues.

CLAUSE 44B OTHER SAFETY PROVISIONS

i) Safety of Labour and others

The Contractor shall, at his own expense, arrange for the safety provisions as required by any law in force, in respect of the labour employed directly or indirectly for performance of the Works, and shall provide all facilities in connection therewith.

ii) Safety of Works

The Contractor shall provide and maintain at his own cost, all lights, guards, signage, signalmen, fencing and watching arrangements when and where necessary, or as required by the Project Manager for the protection of the Works or for safety and convenience of those employed on Works or of the public.

iii) Mere observance of these precautions shall not absolve the Contractor of his liability in case of loss or damage to property, or injury to or death of any employee/labour of Contractor, Owner/Project Manager/Architects/Consultants or their representatives or any member of the public.

iv) Recovery of the cost from the Contractor

Should the Contractor fail to implement the provisions as required in the preceding sub-clauses 44B(i) & 44B (ii), the Project Manager may provide necessary arrangements and the cost of the same shall be recovered from the Contractor's payments/dues.

CLAUSE 44C PROTECTION OF ENVIRONMENT

During execution of Works, the Contractor and his sub-Contractors, petty Contractors shall abide at all times by all existing enactments on environmental protections and rules made thereunder, regulations, notifications and bye-laws of the State or Central Government or local authorities and any other law, bye-law, regulation that may be issued in this respect in future by the State or Central Government or local authority. Salient features of some of the laws that are applicable are given below:-

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

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

iii) The Environment (Protection) Act, 1986 EIA Notification dated September 14, 2006. These provide for the protection and improvement of environment and for matters connected therewith, and the prevention of hazards to human beings, other living creatures, plants and property. Environment includes water, air and land and the inter-relationship which exists among and between water, air and land, other living creatures, plants, micro-organism and property.

The Public Liability Insurance Act, 1991. This provides for public liability insurance for the purpose of providing immediate relief to the persons affected by accident occurring while handling hazardous substances and for matters connected herewith or incidental thereto. Hazardous substance means any substance or

preparation which is defined as hazardous substance under the Environment (Protection) Act, 1986, and exceeding such quantity as may be specified by notification by the Central Government.

CLAUSE 44D CARE OF WORKS

From the commencement of the Work until completion, acceptance and final take over of the Works by the Project Manager, the Contractor shall take full responsibility for the care of all Works including temporary Works. In case any damage, loss or injury happens to the Work or to any temporary Works from any cause whatsoever, the Contractor shall at his own cost repair and make good the same so that on completion and at the time of final take over, the Work shall be in good condition and in conformity in every respect with the requirements of the Contract and the Project Manager's instructions. . In case damage is caused to the work by parties other than Contractor then cost of rectification and repair shall be paid to the Contractor.

CLAUSE 45 DAMAGE AND LOSS

The Contractor shall make compensation for any injury, loss or damage occasioned to any property or right whatever including property and rights of the Owners, being injury, loss or damage arising out of or in any way in connection with the execution or purported execution of the Contract. The Contractor shall in such a case indemnify, the Owner against all claims enforceable against the Owner in respect of such injury (including injury resulting in death) loss or damage to any person whosoever or property including all claims which may arise under the Workman's Compensation Act or otherwise.

CLAUSE 46 ELECTRICITY

The Contractor shall make all necessary application in its own name, file for licenses and pay fees to the local electricity distribution company of the locality where the Work has to be executed & provide at his own cost all necessary connections, fittings etc. ensuring suitable supply and distribution of electricity for the execution of Work. The Contractor shall pay for the energy consumed based on consumption as per prevailing charges of local electrical authority to the Owners. Any additional requirement of electric supply through generators, for the Work shall also be arranged by the Contractor at the Site of Work. All generators arranged by the Contractor at site should be silent type. No claim for failure of electricity or its intermittent / inadequate supply due to breakdown or other causes shall be admissible and the Contractor's quoted rates shall be deemed to be inclusive of such a contingency vis-à-vis alternative arrangements like deployment of generator(s) etc. at his cost to keep pace with the time Schedule. Temporary lines will be removed forthwith after the completion of Work and if there is any hindrance caused to the other works due to the alignment of these lines, the Contractor shall reroute and remove the temporary lines at its own cost. The Owner does not guarantee continuous supply of water and power and no additional claim for any failure or short supply of water or electricity or extension of the period of the Contract shall be entertained and the Contractor shall be fully responsible for timely completion of the Works as stipulated in the Contract. Nothing extra whatsoever shall be entertained on this account. However, based on the availability of surplus electricity, the owner shall supply electricity on chargeable basis at one point for lighting load only and entire distribution network panels etc. shall be arranged by the contractor at his own cost.

CLAUSE 47 WATER SUPPLY AND TELECOMMUNICATIONS

The Contractor has to arrange water for construction & drinking purpose on its own and arrange the requisite water supply and lay at its own cost necessary branch pipelines and provide adequate storage tanks, pumps, water meters, etc. The Water for construction shall be arranged and stored by the Contractor at his own cost. The Contractor shall make storage arrangements of water at his own cost. The water brought from outside if required shall be fit for construction purposes, and necessary water test report shall be submitted before start of Work to the satisfaction of the Project Manager.

The Contractor shall arrange for necessary telephone and communication lines as may be required by it at its own cost.

CLAUSE 47A SANITATION

The Contractor shall provide and maintain in a clean and sanitary condition adequate W.C's and wash places which may be required on the various parts of the Site for use of its employees to the complete satisfaction of the Owner. The Contractor shall make all arrangements for the disposal of sewage and drainage in accordance with the rules and directions of the Project Manager. The Contractor shall at all times keep the Site free from surplus excavated materials, rubbish and offensive matter which shall be disposed of in a manner to be approved by the Project Manager. On completion of the Works under the Contract, the Contractor shall demolish and remove from the Site all temporary structures leaving the Site in clean and tidy condition to the satisfaction of the Owner such clearance and disposal shall be a contingency of the Contract.

CLAUSE 47B EXISTING SERVICES

Drains, pipes, cables, overhead wires and similar services laid by the Contractor for the execution of the Works under the Contract shall be guarded from loss or injury to any living being or materials by the Contractor at its cost and expense as well as well and shall be properly and adequately maintained for their optimum and uninterrupted use to the satisfaction of statutory authorities and the Owner. The Contractor shall not store materials or other wise occupy any part of the 'Site' in a manner likely to hinder the operation of such services or the execution of the Works. Should any damage be done by the Contractor on any mains, pipes, cables or lines (whether over or underground), whether shown on the Drawings or not, the Contractor shall make good and bear the cost of making good the same without delay to the satisfaction of the Project Manager. Where removal and repositioning of existing structures such as telephone lines, electricity lines, huts, fences, etc. on the Site are warranted, the same shall be carried out by the Contractor at no extra cost, as may be directed by the Project Manager.

CLAUSE 48 ACCESS TO THE SITE

The Owner or its Architects or Project Manager or any other representative of the Owner shall at all reasonable times have free access to the Works and/ or the workshops, factories, or other places where materials are lying or from where the same are being obtained and the Contractor shall extend the fullest co-operation for inspections, examination and test of the materials and workmanship. It should be carefully noted that other agencies will be working in this project simultaneously and the Contractor shall have to Work at every stage in close coordination with each of these agencies. He shall have to programme his Work accordingly in consultation with other agencies as per sequential requirements as may be decided upon by the Project Manager. Simultaneously execution of other components of the Work by other agencies may necessitate execution of the Work to a particular sequence and this will not be accepted as a ground for any delay or excuse of any nature whatsoever.

The Contractor shall co-operate with and, *inter alia*, provide the following facilities to other agencies without charging any additional cost to the Owner.

CLAUSE 49 WORK AT ALL LIFTS AND HEIGHTS / LIFT OF MATERIALS

Contractor should carefully study all lead, lift and heights of materials as he will have to carry out the Work at all lifts and heights at any level at the quoted rates and lift will not form the criterion for any extra payment for this purpose. The item rates quoted by The Contractor shall include this condition and shall constitute a specific preamble to every section/individual trade of the schedule of quantities.

CLAUSE 50 SETTLEMENT OF DISPUTES

All disputes or differences of any kind whatsoever that may arise between the Owner/Project Manager/Site Engineer and the Contractor in connection with or arising out of the Contract or subject matter thereof or the execution of Works, whether during the progress of Works or after their completion, whether before or after determination of Contract shall be settled as under:-

50.1 Mutual Settlement

All such disputes or differences shall in the first place be referred by the Contractor to the Owner in writing for resolving the same through mutual discussions, negotiations, deliberation etc. associating representatives from both the sides and concerted efforts shall be made for reaching amicable settlement of disputes or differences.

50.2 Conciliation/Arbitration

It is a term of this Contract that Conciliation/Arbitration of disputes shall not be commenced unless an attempt has first been made by the parties to settle such disputes through mutual settlement.

If the Contractor is not satisfied with the settlement by the Owner/Project Manager on any matter in question, disputes or differences, the Contractor may refer to the Management of the Owner in writing to settle such disputes or differences through Conciliation or Arbitration provided that the demand for Conciliation or Arbitration shall specify the matters, which are in question or subject of the disputes.

The Conciliation and/or Arbitration proceedings shall be governed by the provisions of the Indian Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there

under and for the time being in force shall apply to the conciliation and arbitration proceedings under this clause.

The language of proceedings, documents or communications shall be in English and the award shall be made in English in writing.

The conciliation/arbitration proceedings shall be held at New Delhi.

The fees and other charges of the Conciliator/Arbitrator shall be as per the scales from time to time and shall be shared equally between the Owner and the Contractor.

- 50.2.9 The minimum qualifications of Conciliator/ Arbitrator shall be graduate in Engineering. He may be Working or retired officer with a minimum of 20 years service in Group-A of any Engineering Service of Central Govt. or an equivalent service in a Central PSU. He should be clear from the vigilance angle and should be a person with reputation of high technical ability and integrity. Also, he should not have associated with the Contract to which the dispute pertains.

50.3 Settlement through Court

It is a term of this Contract that the Contractor shall not approach any Court of Law for settlement of such disputes or differences unless an attempt has first been made by the parties to settle such disputes or differences through clauses 50.1 and 50.2.

50.4 No suspension of Work

The Obligations of the Owner, Project Manager and the Contractor shall not be altered by reasons of conciliation/arbitration being conducted during the progress of Works. Neither party shall be entitled to suspend the Work on account of conciliation/arbitration and payments to the Contractor shall continue to be made in terms of the Contract.

50.5 Award to be binding on all parties

The award of the Sole Arbitrator, unless challenged in court of law, shall be binding on all parties.

50.6 JURISDICTION OF COURTS:

Jurisdiction of courts for dispute resolution shall exclusively be New Delhi.

CLAUSE 51 PROJECT MANAGER/OWNERS REPRESENTATIVE

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

51.1 Role and responsibilities of the Project Manager:

The Project Manager shall be responsible for the day-to-day supervision, progress monitoring, co-ordination and direction of the Work, measurement of executed Works, checking the interim bills submitted by the Contractor with actual site measurement, verification and approval of the bills and generally to ensure that the Work is carried out in all respects in strict conformity with the Contract Documents.

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 as a Project Manager 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.

The Contractor and Project Manager shall observe sound and established engineering practices using 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 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.

Project Manager will Work in close co-operation and co-ordination with the Architects and the Owner for the execution of the Work in accordance with the Contract.

All communication by the Contractor with the Owner or the Owner's consultants shall be done through the Project Manager. It is stated for abundant clarity that any examination/ inspection of Works by the Project Manager shall not in any way exonerate the Contractor from its obligations to remedy any defects which may be found to exist at any stage of the Work or part thereof or after the same is completed.

51.2 Decisions:

The Project Manager in consultation with the Owner and/ or Architects, shall make decisions on all matters relating to the execution and progress of the Project. The decision, opinion, direction and interpretation of the Project Manager (in consultation with Owner and/ or Architects), 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 which shall be decided in consultation with and with the prior written approval of the Owner. Notwithstanding the generality of the foregoing, unless stated to the contrary below, the decision of the Project Manager in consultation with "Owners / Architects" in respect of the following actions shall be binding upon the Contractor:

- a) Any discrepancy in the Drawings and Specifications;
- b) The removal and/or re-execution of any Work already executed by the Contractor.
- c) The dismissal from the Site of any person employed upon the Work by the Contractor or the Sub-Contractor.
- d) The opening up for inspection of any part of the Work covered up.
- e) All materials and Workmanship used by the Contractor or the Sub-Contractors.
- f) Everything that must be provided or done by the Contractor in order to properly execute and successfully complete the Work under the Contract.
- g) Delay and extension of time involved in the execution of the Works (only with prior approval of Owner/Project Manager).
- h) Supervising the replacing and/ or rectifying and making good all defective items of Work and during the Defects Liability Period.
- i) Removal of any material/equipment/plant and machinery brought by the Contractor to the Site for execution of the Work.

CLAUSE 51A CONTRACTOR/CONTRACTOR'S REPRESENTATIVE

The status, duties and responsibilities of the Contractor/Contractor Representative, shall be as detailed below:

The Contractor shall devote adequate time to supervise the execution of the Contract. He shall also appoint a competent Project Engineer(s)/Site Engineer(s) approved by the Owner's / Architects in his team. The person so employed by Contractor shall possess the following qualifications and/ or experience as his accredited Agent to supervise the Works and receive instructions from the Architects / Owners / Project Manager including officers connected with the Work:

"A" Degree holder in Engineering from Government recognized Institution or equivalent, with at least 10 years practical experience of Works in highrise residential apartment i/c SS Railing in Glass works".

Order given to the Contractor's Project Engineer(s)/Site Engineer(s) shall be considered to have the same force as if they had been given to the Contractor himself.

The Contractor shall furnish a competent and adequate staff in mutual consent with the OWNER /OWNER's Representative for the profile of candidates being deployed as necessary for the proper administration, management, co-ordination, supervision of the Work, organise the procurement of all materials and equipment so that they will be available at the time they are needed for the Work and keep an adequate force or skilled Workmen on the job to complete the Work in accordance with all requirements of the Contract documents. the staff shall be supplemented, replaced, if in the opinion of the Project Manager, the staff is found to be inadequate.

The Contractor shall give all necessary personal superintendence during the execution of the works and as long thereafter as the Architect / Engineer-in-Charge may consider necessary until the expiration of the Defects Liability period stated in the appendix hereto. The contractor shall also during the whole time the works are in progress, employ a minimum staff of One Project Manager and One Project Engineer with a minimum experience of 10 years and 8 years respectively, Safety Engineer, Quality Engineer, Quantity Surveyor, Two Site Engineers with 5 years experience and Supervisors. Any directions, explanations, instructions, or notices given by the Architect / Engineer-in-Charge to such representatives shall be held to be given to the contractor.

The Employer shall not be responsible under any circumstances to make any payments to the employees of the contractor. All payments to be made to the employees of the contractor shall be the sole responsibility of the contractor and in the event that the obligation to make such payments is transferred to the Employer due to operation of law or otherwise the Employer shall be entitled to deduct such amounts paid to the employees of the contractor from the payments that may become due to the contractor or from the Security Deposit.

The Contractor or his Project Engineer(s)/Site Engineer(s) shall be in attendance at the site during all the Working hours.

He shall supervise the execution of the Works with additional technical staff in each trade as the Owner / Architects may consider necessary.

The Contractor or his accredited Project Engineer(s)/Site Engineer(s) shall attend, when required, Owner's offices / Architect's offices and the Project Manager or his site staff, or, on the Works, to receive instructions.

a. Contract Drawings & specifications

Any details/items of Work not specifically shown in the drawings and specification but which are essentially required for full and entire completion of the Work under the Contract shall be deemed to be included in the price quoted by the Contractor and shall be executed in rates accordance with the instructions of the Architects and nothing extra whatsoever shall be entertained on this account.

b. Interim Certificate by the Contractor

It shall be binding on the Contractor to submit to the Owner/Architects Interim Certificate by 7* of each month commencing from the second month of commencement of the Work.

51A.1 Role and responsibilities of the Contractor's Representative:

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. He shall be responsible for the day-to-day interaction with the Project Manager.

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 oversee of the Project Coordination Services, including, without limitation, the EHS Plan implementation.

The Contractor's Representative shall comply with the instructions of the Owner/Project Manager/Site Management Team and receive the materials issued by them for the proper execution of the Works.

The Contractor shall submit to the Owner the name and other details of the Contractor's Representative within 7 days of execution of Contract.

51A.2 Contractor's responsibilities:

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

The Contractor shall, on the instruction of the Project Manager/ Owner's Representative, immediately dismiss from the Work any person employed thereon by him who may, in the opinion of the Project Manager and Owner'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.

Contractor shall indemnify the Owner for the loss suffered by the Owner on account of any act/ omission/ neglect of the Contractor's Workers, employees and Sub-Contractors etc.

The Contractor shall comply with all safety standards to the satisfaction of the Owner's Representative/ Project Manager.

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 Sub-Contractors utilised by the Contractor shall not be construed as the Owner's employees and shall Work under the control and management of the Contractor who shall be solely 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 Owner's employee benefits. The Contractor and not the Owner shall be solely responsible for payment of all statutory payments including without limitation, provident fund, 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 Owner 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 Owner.

The Contractor shall ensure that all Sub-Contractors engaged by it exercise such skill, care and technical competence to represent a high standard within their respective professions or trades as is appropriate for the satisfactory execution of their Work and services.

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 Owner's Representative and the Project Manager as and when required in terms of the Contract.

The Contractor shall be responsible for obtaining all necessary permits, approvals, certificates and the like and submit the same to the Project Manager prior to the commencement of the Works.'

All the obligations and responsibilities of the Contractor under the Contract shall be duly fulfilled subject to the satisfaction of the Owner's Representative and the Project Manager.

Any activity conducted or responsibility assumed by the Owner's Representative or the Project Manager shall not relieve the Contractor of any of its obligations and responsibilities under the Contract.

The Contractor shall observe sound and established engineering practices in the execution and completion of the Works in accordance with the Contract. The Contractor shall use 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 for quick referencing.

The Contractor shall institute a quality assurance system to demonstrate compliance with the requirements of the Contract Documents. The system shall be in accordance with the details stated in the Contract Documents. The Project Manager shall be entitled to audit any aspect of the system. Compliance with the quality assurance system shall not relieve the Contractor of any of his duties, obligations and responsibilities under the Contract Documents.

The Contractor shall maintain along with all the registers required to be maintained under the applicable laws other registers provided in Annexure III. The Contractor shall permit Project Manager/Owner to inspect all the registers required to be maintained under this agreement without any prior notice or approval.

CLAUSE 51B REPRESENTATIONS AND WARRANTIES

The Contractor represents, warrants and warrants to the Owner, inter alia that:

The execution of the Work shall be approved and would be capable of use, operation, performance and maintenance for accomplishing the purpose and duration for which it has been built and acquired.

The Work shall comply with the Specifications, Drawings, and other contract documents.

The Work shall, for a period of at least 10 Years from the date of virtual completion, be free from all defects and the Work shall be of structural soundness, durability, ease of maintenance, weather tightness etc. Contractor shall also submit a guarantee document on non-judicial stamp paper as per the directions of Project Manager/ owner.

The materials, workmanship, fabrication and construction shall be of specified and agreed quality and all materials shall be new.

The Work performed for the Owner shall be free from all liens, charges, claims of whatsoever nature from any party other than the Owner.

CLAUSE 52 MISSING MINOR DETAILS OF CONSTRUCTION

Rates quoted shall be deemed to allow for all minor constructional details which may not have been specifically shown on drawing or given in the detail specification but are essential for the execution of Work and services in a Workman like manner, sound construction and established Engineering practice. Details of such items not specifically shown on drawings/ specified shall be furnished during the currency of the Work. In case of difference of opinion between the Contractor and the site shall as to whether or not a certain item of Work constitutes minor and constructional detail which is deemed to have been included in the Contractor's tendered rates, the decision of the Project Manager shall be final, conclusive and binding.

CLAUSE 53 CONFLICTING PROVISIONS/ DISCREPANCIES

The several documents forming the contract documents are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies the same shall be explained and adjusted by the Owner who shall thereupon issue to the Contractor instructions thereon and in such event, unless otherwise provided in the Contract, the priority of the documents forming the Contract shall be as follows:

- The Contract Agreement;
- The Letter of Acceptance;
- Detailed Drawings
- Small Scale Drawings
- Special Conditions of Contract;
- Priced Bill of Quantities;
- Specifications;
- General Conditions of Contract;
- The Tender;
- Any other document forming part of the Contract.

The Project Manager shall be the sole deciding authority with regard to the intention of the document and his decision in this respect shall be final and binding and not referable to arbitration.

It is an express provision that all the documents forming part of the Contract shall be mutually explanatory for each other. In the event that any item not specifically mentioned in the specifications if indicated in the drawings details shown in the drawings shall be followed and price quoted by Contractor shall be suitably amended for.

CLAUSE 54 SPECIFICATIONS

Although specifications for various trade items have been broadly given in the Contract, wherever any wanting specifications are not specified then it will be derived from latest version of CPWD/ISO or standard engineering practice in consultation with Owner/Architects/Project Manager.

CLAUSE 55 ITEMS OF WORK IN SCHEDULES OF QUANTITIES/ BILL OF QUANTITIES

The description given for various items of Work in the 'Schedules of Quantities'/'Bill of Quantities' as well as the specifications is in brief. The rates quoted by the Contractor against each item shall be deemed to be inclusive of all materials, transportation and labour required for the execution of each item complete in every respect and in conformity with the best local code of practice/ ISI. In the event of any difference of opinion the decision of the Owner/ Project Manager shall be final, conclusive and binding.

CLAUSE 56 METHOD OF MEASUREMENT

The Works shall be measured in accordance with the procedure laid down by the Central Public Works Department Specifications (latest). Where the mode of measurement is not available in the CPWD specifications, the same shall be measured as provided in IS: 1200 (Mode of measurement with latest amendments) unless otherwise specifically indicated in the Contract. In the event of any clarification required in this respect decision of the Project Manager shall be final, conclusive and binding.

CLAUSE 57 QUALITY CONTROL

The Contractor shall set up a quality control laboratory at Site to the approval of the Project Manager/Owners at his cost and shall also employ at his cost required no. of qualified engineers to conduct all the tests connected with the Work.

The qualifications of the quality control engineers shall be subject to approval of the Project Manager.

57.1 IMPLEMENTATION OF QUALITY MANAGEMENT SYSTEM

The Contractor shall follow and implement Quality Management System as per IS/ISO-9001-2000.

The Contractor shall execute the Work following the safety policy which shall include providing safety equipment, safety shoes, helmets to all Workers, erecting of safety barricades and displaying safety posters and instructions about awareness for safety.

The Contractor shall arrange timely calibration of all his measuring and testing equipment at his own cost from reputed laboratory and supply of calibration certificates to the Project Manager.

The Contractor shall ensure maintenance and overhauling of all his plant and machinery to satisfy the requirements of IS/ISO-9001-2000.

The Contractor shall arrange to provide test certificates issued by manufacturers for materials supplied by him or arrange to test the materials at his own cost in a reputed laboratory and supply test certificates to the Project Manager.

The Contractor shall implement full process control by issue of Work instructions and check lists and maintaining latest drawings, specifications and codes.

All the above mentioned quality checks and processes must be approved by the project manager.

57.2 MATERIALS AND WORKMANSHIP

57.2.1 Material and Workmanship as per Specifications

All materials and Workmanship shall be as per the Contract and in accordance with the Project Manager's instructions and shall be subjected to such tests as the Project Manager may direct. The Contractor shall provide all such assistance, instruments, machines, labour and materials required for examining, measuring and testing any Work and materials used. The Contractor shall supply samples of material before incorporating in the Works for testing as may be selected and required by the Project Manager.

The sources of materials to be used in the Works shall be intimated to the Project Manager and are subject to his approval.

57.2.2 Supply of sample

All samples shall be supplied by the Contractor at his own cost.

57.2.3 Cost of tests of Materials and Workmanship

The cost of carrying out any tests in a reputed laboratory as acceptable to the Project Manager shall be borne by the Contractor except for the materials to be supplied by the Project Manager.

CLAUSE 58 FREE ISSUE OF MATERIALS

DELETED

CLAUSE 59 CONSTRUCTION PROGRAMME, SCHEDULES AND PROGRESS REPORTS:

The construction schedule shall be submitted for the Works and it will include all the proposed software required for effective monitoring of the progress in terms of time quality and cost. The Contractor shall submit the construction schedule for the Works to the Owner and the same as modified and approved by the Owner shall be considered as a part of this Contract. However, the Owner shall have the right to break-up the construction schedule in a manner it deems fit and issue as a whole or in part construction schedule for different phases of the Contract and envisaged and change time to time in accordance with the requirement of the Owner. Such phasing as well as changes / modifications shall be binding upon the Contractor and all related conditions of the Contract shall remain unaltered.

59.1 Construction Programme:

Every Contractor must furnish along with its tender an overall construction programme utilizing a known CPM software package like Microsoft Project (latest version) etc. 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. Work associated with each of the packages Works shall be clearly identifiable.

The construction programme shall be based on the required milestones as indicated in the "Scope of Work" in relevant Clause.

The tenderers proposed construction programme and payment milestones shall elaborate in detail on relevant milestones and comment on construction programme enclosed.

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.

Every week, in the Construction Progress meeting, the Contractor will present its "Two week Look Ahead" schedule. The submission to and approval by the Project Manager of such programmes or the furnishing of such particulars shall not relieve the Contractor of any of its responsibilities, obligations and liabilities under the Contract.

59.2 Construction Schedules:

Along with the construction programme as described above, the Contractor shall also submit the following schedules:

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

59.3 Daily site reports:

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

- a) Record of the Site progress
- b) Number of employees, Workmen. Labour engaged on the Site
- c) Number of men employed on individual trades
- d) Plant and machinery at site (including an indication as to whether the plant is Working or standing)
- e) Notification of accidents
- f) Material received at site on that specific day
- g) Events influencing the progress of the Work

59.4 Employee Records

The records should include all staff employed by the Contractor as Sub-Contractors

59.5 Site Register:

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

59.6 Progress Reports:

At the end of each Week/fortnight, the Contractor shall submit a Weekly/fortnightly progress report in a format approved by the Project Manager. The reports shall include 2 sets of progress photographs taken from pre-determined locations, which illustrate the progression of the Work.

CLAUSE 60 APPLIANCES & INSTRUMENTS

The Contractor shall, at no extra cost, provide at site, appliances such as weighing scale, graduated cylinder, standard sieves, slump cones. CI or MS test-cube/ moulds, calliper, tapes etc. but not limited for satisfactory execution for site testing of materials and Works.

The Contractor shall provide and keep in good Working conditions for use by Project Manager.

Measuring Tapes

Dumpy Level

Plane Table

Theodolite and all other such routine instruments like plumb bobs, rules, vernier-callipers etc.

CLAUSE 61 LABOUR HUTS

The Contractor has to make his own arrangements for labour huts and his labourers outside the project site. The Contractor shall comply with all the applicable labour laws pertaining to state and central government and shall keep Owner indemnified against any such action arising due to non compliance of the same. No extra cost whatsoever shall be entertained on this account. No labour will be allowed to stay at site, except watch and ward staff.

CLAUSE 62 DRAWINGS

The tender drawings referred to in the tender documents shall be issued along with the tender documents and shall make part of the Contract document and are also available for inspection of intending tenderers in the offices indicated in 'Instructions To Tenderer'. Tenderers shall inspect the same and acquaint themselves with the Work to be executed. Tenderers shall be deemed to have based their rates on these drawings, which shall be included as part of the agreement. The Contractor shall have no claim with reference to these drawings in respect of any of the rates after acceptance of the tender.

62.1 Drawings/Dimensions

Figured dimensions to scale and drawings to a large scale shall take precedence over those to a smaller scale. Special dimensions or directions in the specifications shall supersede all else. All dimensions shall be checked on site. The dimensions where stated do not allow for wastage, laps, joints but the Contractor shall provide at his own cost sufficient labour and materials to cover such wastage laps, joints etc. the levels, measurement and other information concerning the existing site as shown on the drawings are believed to be correct, but the Contractor shall verify them for himself and also examine the nature of the ground as no claim or allowance whatsoever shall be entertained hereafter on account of any error or omissions in the levels or the description of the ground turning out to be different from what was expected or shown on the drawings.

62.2 Co-Ordination of Drawings

Before commencement of Work, the Contractor shall correlate all relevant structural architectural and service drawings and satisfy himself with the information available there from is complete and unambiguous.

Clarifications required in respect of discrepancies, if any, noted by the Contractor in the Drawings shall be obtained by it before commencement of any item of Work. Should there be any discrepancy due to incomplete description/ ambiguity or omission in the Drawings and other documents whether original or supplementary found during the execution of the Work by the Contractor, the Contractor shall immediately on observing the same, draw the attention of the Project Manager to the same and the decision of the Project Manager in this regard shall be final and binding on the Contractor.

CLAUSE 63 TESTING OF MATERIALS

As directed by the Project Manager, the Contractor shall supply for the purpose of testing, samples of any materials to be used in the Works as per standard specifications of IS codes. The number of samples to be given will be governed by the standard specifications of relevant IS codes. The Contractor shall provide all such samples at his own cost including suitable packages to contain them, free of cost to the Project Manager. All the expenditure required to be incurred for taking samples, packing them, conveyance, handling and delivery upto the testing laboratory as approved by the Project Manager, including the testing charges and fees to be paid in this respect shall be borne by the Contractor including cost of all materials and samples.

CLAUSE 64 PLANT & MACHINERY

Tenderers must submit with their offers all necessary details of their plant and machinery including erection aids giving the required specifications, quantity etc. for the same and the man power mobilization required for the project. The Contractor shall submit the names of site staff and their respective qualifications/Work experience and shall also furnish their bio-data on demand of project manager.

In any case, if the required progress is not achieved, as per schedule, the Contractor shall be bound to deploy more resources for achieving the requisite progress to the entire satisfaction of the Project Manager.

64.1 CONTRACTOR'S PLANT/MATERIALS AT SITE TO BE EXCLUSIVE TO THE WORK

All constructional plant and materials brought on the site by the Contractor be deemed to be exclusively intended for the execution of the Work or part of the Work and the Contractor shall not remove the same without the permission of the Project Manager till completion of Work or part of Work.

64.2 REMOVAL OF CONSTRUCTIONAL PLANT/MATERIALS FROM SITE

Upon completion of the Works, the Contractor shall remove from the site all the said constructional plant remaining thereon and unused materials belonging to the Contractor. However, during the execution of Works and currency of Contract the Contractor can only remove his plant and machinery, materials etc. deployed on site with the written prior approval of Project Manager.

64.3 LOSS OR DAMAGE TO CONSTRUCTIONAL PLANT/MATERIALS

The Owner/Project Manager shall not at any time be liable for the loss of or damage to any of the said constructional plant, temporary Works or materials.

64.4 CONTRACTOR TO KEEP SITE CLEAR

During the progress of Works, the Contractor shall keep the site reasonably clean and free from obstructions specifically ingress & egress routes for the individual towers in consultation with the Project Manager. The contractor shall deploy a team,adeqaute for these works, as per discussions with the Porject Manager and shall store construction plant and materials neatly as per directions of Project Manager.

CLAUSE 65 INSURANCE COVER

The Contractor shall, within Fifteen days from the date of commencement of the works, insure the works at his cost and keep them insured until the virtual completion of the works, including defect liability period against loss or damage by fire with an Office to be approved by the Architect / Employer a **CAR POLICY** and other insurance policies in the joint names of the Employer and the Contractor (the name of the former being placed first in the Policy), for the full amount of the Contract and for any further sum if called upon to do so by the Architect's and Surveyor's Fees for assessing the claim in connection with his services generally in the reinstatement and shall not cover any property of the Contractor or of any Sub-Contractor or employee. The Contractor shall deposit the Policy and receipts for the premium with the Owner within twenty one days from the commencement of the works, unless otherwise instructed by the Owner. In default of the Contractor insuring as provided above, the Employer on his behalf, may so insure the works and may deduct the premium paid from any moneys due or which may become due to the Contractor without prejudice to the other rights of the Employer in respect of such default. In case it becomes necessary to suspend the works, the Contractor shall as soon as the claim under the policy is settled, or the work reinstated by the Insurance Office, should they elect to do so, proceed with all due diligence with the completion of the works in the same manner as though the fire had not occurred and in all respects under the same conditions of Contract. The Contractor, in case of rebuilding or reinstatement after fire, shall be entitled to such extension of time for completion as the Owner deem fit. In case owner takes the CAR policy than CAR policy charges on pro-rata basis of work value shall be debited to the contractor.

The amount so due as aforesaid shall be 125 % the total value of the works duly executed and of the Contract materials and goods delivered upon the Site for use in the works upto and including a date not more than seven days prior to the date of the said Certificate less the amount to be retained by the Employer (as hereinafter provided) and less any installments previously paid under this Clause. Provided that such Certificate shall only include the value of the said materials and goods as and from time to time as they are reasonably, properly and not prematurely brought upon the Site and then only if properly stored and/or protected against weather.

Workmen's Compensation Insurance - to the limit to which compensation may be payable under the laws of the Republic of India.

Third Party Insurance - bodily injury and property damage to the limit of not less than Rs.1,00,000/- (Rupees One Lac Only) in each accident at site and to a limit of not less than Rs.5,00,000/- (Rupees Five Lacs Only) for all accidents at site. Provided that the limits specified above shall operate only as a specification of minimum limits for insurance purposes, but shall not in any way limit the contractor's liability in terms of this clause to the limit(s) specified. Should the Contractor fail to take out and / or keep current, insurance as provided for in the foregoing Sub-clause, the Owner shall be entitled (but without obligation to do so) to take out and or /keep current such insurance at the cost and expense of the Contractor, and without prejudice to any other rights or remedies of the Owner in this behalf, to deduct the sum(s) incurred, from the dues of the Contractor.

The Contractor shall be allowed admittance to the Site on the "date of Commencement" stated in the Appendix hereto, or such later date as may be specified by the Architect and he shall thereupon and forthwith begin the works and shall regularly proceed with and complete the same (except such painting or other decorative work as the Architect may desire to delay) on or before the "Date of Completion" stated in the Appendix subject nevertheless to the provisions for extension of time hereinafter contained

i) EMPLOYEES STATE INSURANCE ACT

The Contractor agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed by the Employee State Insurance Act 1948 and the Contractor further agrees to defend, indemnify and hold Owner and Architect harmless for any liability or penalty which may be imposed by the Central, State Government or Local Municipal authority by reason of any asserted violation by Contractor or Sub-Contractor of the Employees' State Insurance Act, 1948, and also from all claims, suits, actions, damages, liabilities and proceeding that may be brought against the Owner and Architects arising under, growing out of or by reasons of the Work provided for by this Contractor, by third parties or by Central or State Government or local Municipal authority or any political sub- division thereof.

The Contractor agrees to fill in with the Employee's State Insurance Corporation, the declaration forms, and all forms which may be required in respect of the Contractor's or Sub-Contractor's employees, who are employed in the WORK provided for or those covered by Employee State Insurance Act, 1948 from time to time under the Agreement. The Contractor shall deduct and secure the agreement of the Sub- Contractor to deduct the employee's contribution as per the first schedule of the Employee's State Insurance Act, 1948 from wages and affix the Employees Contribution Card at wages payment intervals. The Contractor shall remit and secure the agreement of Sub-Contractor to remit to the State Bank of India, Employee's State Insurance Corporation Account, the Employee's contribution as required by the Employee State Insurance Act, 1948. The Contractor agrees to maintain all cards and Records as required under the Employee State Insurance Act, 1948 in respect of employees and payments and the Contractor shall secure the agreement of the Sub- Contractor to maintain such records. Any expenses incurred for the contributions, making contributions or maintaining records shall be to the Contractor's or Sub-Contractor's account.

The Owner shall retain such sum as may be necessary from the total Value of Contract until the Contractor shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948, have been paid. This will be pending on the Contractor when the Employee State Insurance Act is extended to the place of Work.

ii) ACCIDENT OR INJURY TO WORKMEN

The Owner shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any Workman or other person in the employment of the Contractor or any Sub - Contractor and the Contractor shall indemnify and keep indemnified and hold harmless the Owner and Architect against all such damages and compensation and against all claims, demands, proceeding, costs, charges and expenses, whatsoever in respect or in relation thereto.

iv) TRANSIT INSURANCE

In respect of all items to be transported by the Contractor to the Site of Work, the cost of transit insurance should be borne by the Contractor and the quoted price shall be inclusive of this cost.

V) COMPREHENSIVE GENERAL LIABILITY INSURANCE

- a) This insurance shall protect the Contractor against all claims arising from injuries, disabilities, disease or death of member of public or damage to property of others due to any act or omission on the part of the Contractor, his agents, his employees, his representatives and Sub-Contractor's or from riots, strikes and civil commotion.

- b) Contractor shall take suitable Group Personal Accident Insurance Cover for taking care of injury, damage or any other risks in respect of his Engineers and other Supervisory staff who are not covered under Employees State Insurance Act.
- c) The policy shall cover third party liability. The third party (liability shall cover the loss/ disablement of human life (person not belonging to the Contractor) and also cover the risk of damage to others materials/ equipment/ properties during construction, erection and commissioning at site. The value of third party liability for compensation for loss of human life or partial/full disablement shall be of required statutory value but not less than Rs.2.0 lakhs per death, Rs.1.50 lakhs per full disablement and Rs.1.00 lakh per partial disablement and shall nevertheless cover such compensation as may be awarded by Court by Law in India and cover for damage to others equipment/ property as approved by the Purchaser. However, third party risk shall be maximum to Rs. 10.00 (ten) lakhs per death.
- d) The Contractor shall also arrange suitable insurance to cover damage, loss, accidents, risks etc., in respect of all his plant, equipments and machinery, erection tools & tackles and all other temporary attachments brought by him at site to execute the Work.
- e) The Contractor shall take out insurance policy in the joint name of Owner and Contractor and covering fully under it from one or more nationalized insurance company from any branch office at Project site.
- f) Any such insurance requirements as are hereby established as the minimum policies and coverages which Contractor must secure and keep in force must be complied with, Contractor shall at all times be free to obtain additional or increased coverages at Contractor's sole expenses.
- h) Building Work under construction including all adjacent buildings, boundary walls, power lines, sewer lines, road telephone cables etc. Full reinstatement value against all risks during construction, shall be upto Rs.10 (Ten) Crore.

VI) ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATIONS OR BY OWNERS

Contractor shall also carry and maintain any and all other insurance(s) which he may be required under any law or regulation from time to time without any extra cost to the Owner and Architect. He shall also carry and maintain any other insurance which may be required by the Owners or the Architects.

CLAUSE 66 CONTRACTOR'S ESTABLISHMENT

Contractor's establishment like site office, godowns, labour hutment, installation of Plant & machinery etc. are to be done by the contractor at his own cost.

CLAUSE 67 DAILY REPORTS

Contractor shall submit daily, a detailed report of the following:

1. Materials procured, consumed and balance at site for previous week as well as expected deliveries during next week /fortnight.
2. Skilled/unskilled labour and engineers working at site during past week and expected increase in next week /fortnight.
3. Steps proposed for speeding up the progress of Work in the past fortnight.

CLAUSE 68 DELETED

CLAUSE 69 SCAFFOLDING

-All the scaffolding for internal tower works where ever required shall be provided by the contractor in the form of steel tubular scaffolds and Aluminium/MS ladders.

CLAUSE 70 FINAL MEASUREMENTS AND PAYMENTS

As soon as possible after completion of Work, the Contractor shall submit the final bill along with detailed measurements of Work done, account of the materials, plant and machinery issued by the Project Manager if any and all other statements, supporting documents required for finalisation of the bill. The final bill, measurements and documents submitted by the Contractor shall be scrutinised by the Project Manager/Site Engineer or their representatives and in case the same are found not in order, the Project Manager shall direct the Contractor to re-submit the final bill along with all details and documents. On receipt of all requisite details, documents and final bill from the Contractor, the Project Manager/Site Engineer shall have the final measurements taken, recorded and signed jointly. An account of any plant, equipment and materials issued by the Project Manager/Site Engineer to the Contractor, shall also be prepared and signed jointly. Based on the final measurements and materials and plant and equipment account statements, the Project Manager/Site Engineer shall prepare the final bill.

The Contractor shall sign the Project Manager/Site Engineer's copy of the final bill account as token of acceptance of the full and final value of the Works performed under the Contract, and submit a "No Claim Certificate" on the prescribed proforma. The Project Manager/Site Management Team shall then arrange to make payment against the final bill. The Contractor shall not be entitled to make any claim whatsoever against Project Manager/Site Management Team under or arising out of this Contract, nor shall Project Manager/Site Management Team entertain or consider any such claim, if made by the Contractor after he shall have signed a "No Claim Certificate" in favour of the Project Manager/Site Management Team. In case, the Contractor submits a list of unsettled claims along with the "No Claim Certificate" he shall not be entitled to submit any additional claims other than those submitted along with "No Claim Certificate".

CLAUSE 71 LIABILITY FOR DEFECTS OR IMPERFECTIONS & RECTIFICATIONS THERE OF :

If it shall appear to the Architects at any time during construction or re-construction or during the defects liability period, that any Work has been executed with unsound, imperfect or unskillful Workmanship or that any material or article provided by the Contractor for execution of the Work are unsound or of a quality inferior to that Contracted for, or otherwise, not in accordance with the Contract, or that any defect, shrinkage or other faults have appeared in the Work arising out of defective or improper materials or Workmanship the Contractor shall, upon receipt of a notice in writing in that behalf from the Project Manager/Architects forthwith rectify or remove or reconstruct the Work so specified in whole or part, as the case may require or as the case may be and/ or remove the materials or articles so specified and provide other proper materials, notwithstanding that the same may have been inadvertently passed, certified and paid for, and in the event of his failing to do so within the period to be specified by the Project Manager / Architects in his notice aforesaid, the Owners/Project Managers/Architects may arrange to rectify or remove and re-execute the Work and/ or remove and replace with other materials or articles as the case may be, by other means at the risk and cost of the Contractor.

However, the Owners/Project Manager/Architects shall give Seven days notice in writing to the Contractor before taking such action.

The Owners/Project Manager/Architects reserve the right to decide the rates and prices of the Works so executed by other means at the risk and cost of the Contractor.

CLAUSE 72 DEFECT LIABILITY CERTIFICATE

The Contract shall not be considered as completed, until a "Defect Liability Certificate" has been issued by the Project Manager stating that the Works have been completed and maintained to his satisfaction. "Defect Liability Certificate" shall be issued by the Project Manager, upon expiry of Defect Liability Period or as soon thereafter as any works ordered during such period, have been completed to the satisfaction of the Project Manager.

No certificate other than "Defect Liability Certificate" shall be deemed to constitute final approval of the Work or part of the Work for which it is issued.

The Contractor shall remain liable under the provisions contained herein notwithstanding issuance by the Project Manager of "Defect Liability Certificate". Sections/ part of the Work completed by the Contractor prior to the issue of the said certificate shall be maintained by the Contractor from the date of issue of the certificate of completion for the respective sections of the Works till the end of "Defect Liability Period" for the entire Work.

CLAUSE 73 UNFULFILLED OBLIGATIONS

Notwithstanding the issue of Defect Liability Certificate, the Contractor and the Project Manager shall remain liable for the fulfillment of any unfulfilled obligations under the provision of the Contract, prior to the issue of the Defect Liability Certificate, and for the purpose of determination of the nature and extent of any such obligation, the Contract shall be deemed to remain in force between the parties thereto.

CLAUSE 74 TAXES, DUTIES ETC.

The Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all Taxes including GST in referene with the materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed increased, modified by any Central or State Government or local and municipal authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by the Contractor and the Contractor shall be responsible for the compliance of all Sub-Contractors, with all applicable Central, State, Municipal and local law and regulation and requirement of any Central, State or local or municipal government agency or authority. Contractor further agrees to defend, indemnify and hold Owner harmless from any liability or penalty which may be imposed by the Central, State or local or municipal authorities keep indemnified by reason of any violation by Contractor or Sub-Contractor of such laws, suits actions, costs, liabilities, demands that may be brought against Owner arising under, growing out of, or by reason of the Work provided for by this Contract, by third parties, or by Central or State Government or local or municipal authority. Tax deductions will be made as per the rules and regulations in force in accordance with law prevailing from time to time.

CLAUSE 75 SALES TAX/ TURNOVER TAX.

Contractor should quote all inclusive prices including the liability of Sales Tax/Turnover Tax whether on the Works Contract as a whole or in respect of bought out component used by Contractor in execution of the Contract. The Owner shall not be responsible for any such liability of the Contractor in respect of this Contract.

CLAUSE 76 STATUTORY VARIATIONS.

The Contractor should quote prices inclusive all taxes, duties, entry tax etc. applicable on finished product. GST on composite work contract as applicable shall be paid over and above. Any statutory variations in excise duty, sales tax and all other taxes applicable on finished product during the contractual completion period, shall be to Owner's account for which the Contractor will furnish documentary evidence(s) in support of their claims to Owner.

CLAUSE 77 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, hold harmless & keep indemnified the Owner, its directors, its agents and employees from and against all actions, suits, costs, liabilities & demands claims, damages, losses and expenses, including, but not limited to, attorneys fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, Contractors Representative, agents, servants, suppliers anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable regardless of whether or not it is caused in part by a party indemnified hereunder, or is caused by the failure of the Contractor or to comply with any of the terms or provisions of the contract documents or with any applicable national or local law or regulation or order pertaining to the Work such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

If any and all claims against the Owner or any of its agents or employees by any employee of the Contractor, any Sub-Contractor or anyone for whose acts any of them be liable the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages. Compensation or benefits payable by or for the contractor or any subcontractor under workers or workmen's compensation act. disability benefit acts or other employee benefit acts.

The obligation of the contractor under this paragraph shall not extend to the liability of the Architect or the project manager, their agents or employees, arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications.

The acceptance by the Owner or its agents or employers or its directors of any certificate of insurance providing for coverage which may be in addition to or in substitution of, the insurance coverage required in the contract documents to be furnished by the Contractor shall in no event be deemed a waiver of any of the provisions of the indemnity obligations.

CLAUSE 78 PHOTOGRAPHS

The Contractor shall make available to the Owner/Architect/Project Manager, each month, photographs in the form of Power point presentation, showing clearly the progress of the Work. The Project Manager will indicate the locations and angles at which the photographs are to be taken. All photographs shall be dated and designated area wise in the PPT by the Contractor. The photographs shall become the property of the Owner. No photographs may be supplied to any other person(s) without the approval of the Owner / Architect / Project Manager.

CLAUSE 79 FOSSILS.

All fossils, coins, articles of value or antiquity, and structures and other remains or items of geological or archaeological interest found on the Site shall be placed under the care and authority of the Owner. The Contractor shall take reasonable precautions to prevent Contractor's Representative or other persons from removing or damaging any of these findings. The Contractor shall, upon discovery of such finding, promptly give notice to the Owner, who shall issue instructions for dealing with it.

CLAUSE 80 COMMUNICATIONS AND LANGUAGE OF CONTRACT

All notices, communications, references and complaints by either party to the Contract shall be in writing and no notice, communication, reference or complaint not in writing, shall be recognized or be binding. The Contract document shall be drawn up in English. Supporting documents or literature may be in any other language, but an appropriate English translation thereof shall be provided. In case of inconsistency between the two, the English translation shall prevail.

CLAUSE 81 LAWS GOVERNING THE CONTRACT AND CO-RELATION OF DOCUMENTS

Laws governing the Contract

The Contract shall be governed by the laws for the time being in force in India.

Co-relation of documents

The Contract documents are complementary and what is called for by any one of them shall be as binding as if called for by all them.

CLAUSE 82 EXCEPTED RISKS

The "Excepted Risks" are war, hostilities (whether war be declared or not), invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, unless solely restricted to employees of the Contractor or of his subcontractors and arising from the conduct of the Works, riot, commotion or disorder, loss or damage due to use or occupation by the Employer of any part of the Permanent Works, loss or damage caused solely due to the Engineer's design of the Works, radiations or contaminations by radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties of any explosive, nuclear assembly or nuclear component thereof, pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds, or any such operations of the forces of nature as an experienced contractor could not foresee, or reasonably make provision for or insure against all of which are herein collectively referred to as "the Excepted Risks."

APPENDIX TO GENERAL CONDITIONS

Description of Work	:	Balcony SS Railing works in High Rise 270 D.U.'s approx 4 Lac sqft. of Residential Buildings.
Owners Address	:	HERO REALTY PRIVATE LIMITED 264, Okhla Industrial Estate Phase -3, New Delhi- 110020
Date of Commencement	:	As per written instruction to commence.
Performance Bank Guaratnee	:	5% of the contract value and shall be released on/after successful completion of work .
Period of Completion	:	9 (Nine) months for T7 (G+14) Tower from the date of commencement including monsoon period 12 (Twelve) monhts for T8 (G+24) and T2 (G+24)
Secured Advance	:	75% of the invoice value of material cost or 60% of the item rate, which ever is lower, only for non-perishable material, as approved by the Project Manager as per Clause 4a of SCC
Mobilization Advance	:	Overall 5% of the Contract value (interest free) to be paid in two equal installments as per clause no. 5 of Special Conditions of Contracts against bank guarantee for equal amount.
Recovery of Mobilization Advance	:	From monthly R.A. bills on pro-rata basis from the 2nd RA bill onwards and fully recovered on the completion of 90% value of the Work executed of the Contract amount as per clause no. 5 of Special conditions of Contracts.
Percentage of Retention Money	:	5% of work done from each certified bill as per clause no. 6 of SCC
Release of Retention Money	:	50% retention money shall be released upon the issuance of the virtual completion certificate of the Work against an unconditional, irrevocable & divisible bank guarantee from a nationalised bank of the same amount valid till "Defect Liability Period" & remaining 50% shall be released at the end of "Defect Liability Period".
Workers Compensation Insurance	:	As per the Contract value.
Endorsement for Comprehensive General Liability Insurance	:	As per the Contract value.
Contractor's "All Risk" Insurance including Third Party Liability	:	As per General Contract Conditions
Defects Liability Period	:	12 months after issuance of final completion certificate or end of next following monsoon which ever is later in respect of any defective portion of the Work during defect liability period.
Warranty / Guarantte Period	:	10 Years from the date of Virtual Handover of the Site along with a guarantee document on stamp paper as per

		Clause No. 29 of SCC
Liquidated Damages	:	0.5% (half percent) of the Contract amount of the whole Contract for every week of delay or part of a week subject to a maximum of 5% of the balance value of Work.
Price Escalation	:	No Escalation (Only variations in taxes as per prevailing statutory regulations shall make financial adjustments under relevant clause No. 14.)
Electricity	:	Same as per Clause No. 46.
Water	:	The Contractor has to arrange water for construction & drinking purpose on its own through borewells at the Site of Work. The Water for construction shall be arranged and stored by the Contractor at his own cost.
Storage, Safe Custody & protections Of finished items	:	By Contractor, till issuance of final completion certificate.
Bids to be based on specified quantities	:	As per BOQ
Mock up samples	:	Contractor to make mock up of all major items and submit the sample of materials get them approved before bulk procurement and execution of Works at his own cost.
Period of Final Measurements	:	Three months from the date of virtual completion.
Minimum value of Work for interim certificate	:	As per work certified by Project Manager
Period of Honouring The Interim Certificate	:	Thirty days from the date of submission of RA Bill.
Period of Honouring The Final Certificate by Owners	:	Three calendar months.
Wastage of Materials	:	NA

SPECIAL CONDITIONS OF CONTRACT

SPECIAL CONDITIONS OF CONTRACT

GENERAL :

1.0 The Contractor must get acquainted with the proposed site for the Works and study specifications and conditions carefully before tendering. The Work shall be executed as per programme approved by the Architects / Project Manager. If part of the site is not available for any reason the programme of construction shall be modified accordingly and the Contractor shall have no claim for any extra or compensation on this account.

2.0 ORDER OF PRECEDENCE

In case of any contradiction between Special Conditions of Contract, Specifications, Schedule of Quantities and drawings, the order of precedence shall be Schedule of Quantities followed by specifications, Tender drawings, and followed by SCC.

3.0 SCOPE OF WORK

The scope of work under this contract comprises Balcony SS Railing works (tower super structure / Non tower) for Hero Homes Mohali, Sector – 88, SAS Nagar, Punjab (Phase – I) .The work shall be carried out and completed under this contract in every respect in conformity with the current rules and regulations of the local electricity authority, the Indian Standard Institution, and with the directions of and to the satisfaction of the Architect/Consultant/Owner. The Contractor shall supply all labour and supply and install all materials, appliances, equipment (except those items which will be supplied by Owner to the Contractor at site) necessary for the complete provision and testing of the whole SS Railing with toughened glass works as specified herein and shown on the drawings. This also includes all material supplied by owner & any material, appliances, equipment not specifically mentioned herein or noted on the drawings as being furnished or installed but which are necessary and customary to make complete installation with all outlets for power, light, telephone conduits and other electrical systems shown on the schedule or described herein, properly connected and in working condition. The work shall include all incidental jobs connected with SS Railing works such as cutting/drilling and grouting for works etc.

4.0 PERFORMANCE SECURITY

The Contractor shall deposit with the Company/Construction Manager for due performance of the Works Contract a Bank Guarantee for the percentage stated in the Appendix as "Performance Security Bond" within 15 (fifteen) days of issue of Letter of Intent by the Company/Construction Manager. The Earnest Money Deposit provided by the Main Contractor at tender stage would be returned without any interest by the Company/ Construction Manager upon submission of the Performance Security Bond by the Main Contractor in the form of a Bank Guarantee. The format for Bank Guarantee for Performance Security Bond shall be in accordance with the standard format provided within Section V 'Specimen Forms'.

The validity of the bank guarantee for Performance Security Bond shall be till the end of the Defects Liability Period from the date of Virtual Completion of the Works by the Main Contractor. The performance security bond bank guarantee shall be returned after successful completion of Defect Liability Period or two months after the last notified defect associated with the Works have been rectified, whichever is later.

If the Main Contractor fails to provide such bank guarantee for performance security bond within 15 (fifteen) days of the issue of Letter of Intent, then 5% from certified Running Account Bills approved by the Construction Manager/ Cost Consultant shall be deducted by the Company until such time when the Main Contractor submits the bank guarantee to the Company/ Construction Manager. This 5% deduction shall be over and above the retention amount and any other recoveries to be deducted from the certified Running Account Bills.

If the Main Contractor fails to comply with any of its obligations under the contract, the Company reserves the right to invoke the Bank Guarantee in part or in full. If there is any indication that the period of completion for the Works is likely to extend beyond the Contract Period, the Main Contractor shall suitably extend the validity of the Performance Security Bond, without any extra cost to or to the account of the Company.

CLAUSE 4a SECURED ADVANCES

The Contractor shall be entitled to receive payment as secured advance against non perishable materials brought at site during the progress of the execution of the Work upto 75% of the invoice value of material cost or 60% of item rate which ever is lower as approved by the Project Manager and are in accordance with the Contract and which have been brought on the site in connection therewith with the approval of the Project Manager and are adequately stored and or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the Works. When materials on account of which an advance has been made under

this sub-clause are incorporated in the Work the amount of such advance shall be deducted from the next payment made under any of the clauses of this Contract.

5.0 MOBILIZATION ADVANCE

The Contractor shall be entitled to a interest free mobilization advance @ 5% of the Contract Value to be disbursed in two installments, 50% of advance amount shall be released along with the signing of the Contract agreement and balance 50% advance shall be released after mobilization at site, against bank guarantee for the equal amount duly pledged in favour of the owner.

The mobilization advance shall be recovered on prorata basis from the R.A bills payment from the 2nd RA bill onwards and shall get fully recovered on or before completion of 90% value of the contract value.

6.0 RETENTION MONEY (SECURITY DEPOSIT)

The 'Contractor' shall permit the Owner at the time of making payment of running bill for Work done under the Contract to deduct Security Deposit as specified hereinafter besides adjusting the sum already deposited as Earnest money, at the rate of 5% of the bills till the Work is virtually complete.

All compensations or other sums of money payable by the Contractor under the terms of this Contract may be deducted from, any sums which may be due to or may become due to the Contractor by the Owner on any account whatsoever. In case an unconditional, irrevocable & divisible bank guarantee from a nationalised bank is furnished by the Contractor to the Owners as part of the Security Deposit and the Bank for any reason is unable to make payment against the said unconditional, irrevocable & divisible bank guarantee from a nationalised bank, the loss caused thereby shall fall on the Contractor and the Contractor shall forthwith on demand furnish additional security to the Owner to make good the deficit. The Security deposit shall be collected from the running bills of the Contractor as mentioned above. However, the owner shall release the amount against bank guarantee of equivalent amount on request of the contractor.

7.0 DEFECTS LIABILITY PERIOD

The Contractor shall be responsible to make good and remedy at his own expense within Defects Liability Period of 12 months from the date of virtual completion any defects which may develop or be noticed before the expiry of Defects Liability Period from certified date of virtual completion and intimation of which has been sent to the Contractor within 10 days of expiry of the said period by letter sent by hand delivery or by registered post.

7.0a LIQUIDITY DAMAGES

If the Contractor fails to complete the Project and clear the site on or before the contract date/period of completion, the owner shall without prejudice to any other right or remedy of the owner on account of such breach, pay or recover from the Amount due to the contractor from the project as agreed, the Liquidated Damages @ 0.5% per week of contract sum subject to a maximum of 5% of Balance work. When the delay is not a full week or in multiple of a week, but involves a fraction of a week, the L.D. payable for that fraction shall be proportional to the number of days involved.

The Quantities given in BOQ are purely indicative and liable to change to any extent. No price variation shall be considered for such quantity variation.

The owner reserves the right to add / delete part or complete item without assigning any reason whatsoever.

8.0 SAFETY CODES

Safety pertaining to construction Work, such as excavation, trenching, blasting, demolition, provision of scaffolds, ladder, Working platforms, gangways, mixing of asphaltic materials, electric arc and gas welding, use of hoisting, construction machinery, working on heights and all electrical cabling/connection/charging works shall be governed by the relevant provisions of I.S. safety code or as directed by the Architects/Project Manager.

9.0 SAFETY, LIGHTING, FENCING, BARRICADING ETC.

Every opening in the floor of a building or in a Working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing. The Contractor shall Install perimeter fencing around the construction area for storage and exclusions of pedestrians from the excavation /

construction area, make necessary arrangement for lighting, fencing, and other suitable measures for to avoid any kind of mishaps, protection against risk of accidents due to open excavation / construction, at his own expense without any extra charges. Entry of Workers into the Existing/constructed Group Housing shall not be allowed without prior approval from the Project Manager or his authorized representative.

10.0 NOISE GENERATING WORKS :

Restrict any noise generating Work to 09:00 to 18:00 hrs. Monday to Saturday. Obtain Project Manager's prior approval for any noise generating Work occurring outside of the above mentioned hours or and statutory holidays.

11.0 PRICE VARIATION

No price variation will be due towards the cost of materials or any other items supplied by the Owners if any to the Contractor at a fixed price. However the materials having base rates considered as per attached sheet shall be adjusted on either side. Base rates mentioned in the contract agreement/ Bill of Quantities are FOR site including all taxes,duties,transportation etc.The difference of base rate shall only be added or deducted while adjustment of rates. No other claim on this account shall be permissible.

12.0 DEWATERING

Dewatering of water for the excavation, concrete Work for the foundations, walls and also the basement roof shall be carried out by the Contractor at **no extra cost**. The Contractor for this purpose, shall deploy adequate no. of suitable dewatering pumps to avoid any type of damage to existing structures and to keep the complete foundations and structure free of water at all times and as per directions of the Architects/Project Manager. Power to the pumps deployed for dewatering should be through Silent Diesel Generator Sets.

13.0 APPROVAL OF SAMPLES

The entire Work done under the Contract including the materials/ equipment/ fittings shall be subject to the approval of the Architects/Owner.

The Contractor shall also get prior approval of the Architects/Owner for the specialist Contractor employed for finishing as well as other specialist Work. The Contractor shall also get the samples of materials arranged by him and get the finishes approved by the Architects/Owner before proceeding with the Work. Any material/ finishing items not approved in the above manner shall render the material and/or the entire Work liable to be dismantled at the Contractor's risk and cost. In the event of such a situation it will be the Contractor's responsibility to re-build the dismantled Work to the approval of the Architects/Owner at no extra cost.

For all finishing items such as flooring, wall veneering, plastering, painting external finishes and exposed Work, the electrical fixtures such as switches, switch plates, MCB's, and the sanitary fixtures such as wash basins, water closets, taps/faucets etc. the Contractor shall have to make sample panel for approval of the Owner/Architects as directed by the Owner/Architects. No extra amount or rates shall be paid for making such samples for approval, irrespective of number of such samples.

14.0 RATES

The rates of different items shall be for all leads, lifts, heights depths and width unless otherwise specified against the item. No extras whatsoever shall be payable for increased heights of scaffoldings etc. required as per drawings.

15.0 ESCALATION

This is a fixed price Contract and no escalation shall be payable on any account. Variations in taxes as per prevailing statutory regulations or new taxes introduced after issue of LOI and variation in procurement price for items which have fixed basic prices shall have financial adjustments under relevant clause No. 14 of GCC.

16.0 FIRST AID BOX

First aid box at the rate of not less than one box for 100 Contract labour or part there of ordinarily employed shall be provided and maintained, so as to be easily accessible during Working hours.

17.0 NO SMOKING

No person is allowed to smoke at construction site as Group Housing is a No Smoking Zone.

18.0 CONFLICTING PROVISIONS/ DISCREPANCIES

The several documents forming the Contract Documents are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies the same shall be explained and adjusted by the Owner who shall thereupon issue to the Contractor instructions thereon and in such event, unless otherwise provided in the Contract, the priority of the documents forming the Contract shall be as follows:

- a) The Contract Agreement;
- b) Letter of Acceptance;
- c) Detailed Drawings
- d) Small Scale Drawings
- e) Special Conditions of Contract;
- f) Specifications;
- h) General Conditions of Contract;
- i) The Tender;
- j) Any other document forming part of the Contract.

19.0 HOISTING MACHINES :

Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following:

- a) These shall be of good mechanical construction sound materials and adequate strength and free patent defects and shall be kept in good repair and in good Working order.
- b) Every rope used in hoisting or lowering materials or as a means of suspension shall be durable quality and adequate strength and free from patent defects.
- c) Every crane driver of hoisting appliance operator shall be properly qualified and no person under the age of 21 years shall be in charge of any hoisting machine including any scaffold which or give signals to operator.
- d) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or lowering or as means of suspension, safe Working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with safe Working load. In case of a hoisting machine having a variable safe Working load, each safe Working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond safe Working load except for the purpose of testing.
- e) As regards Contractor's machine the Contractor shall notify safe Working load of each machine to the Project Manager whenever he brings it to site of Work and get it verified by the Project Manager.

20.0 REGULATIONS AND STANDARDS

All installation shall conform in all respects to latest Indian Standard code of practice for Fire Protection Works, and as per NBC.

21.0 SAFETY PRECAUTIONS:

Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect public from accidents and shall be bound to bear expenses of defense of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.

22.0 SCAFFOLDINGS

Suitable scaffolds shall be provided for workmen by the contractor for all work that cannot safely be done from the ground or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable footholds and hand-holes shall be provided on the ladder and the ladder shall be given an inclination and not steeper than $\frac{1}{4}$ to 1 (1/4 horizontal and 1 vertical).

23.0 GUARD RAILS

Scaffolding or staging more than 3.25 meters above the ground or floor, swung or suspended from an over head support or erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise secured at least 1 metre high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

24.0 RIGID DESIGN

Working platform, gangways, and stairways shall be so constructed that they do not sag unduly or unequally, and if height of a platform or gangway or stairway is more than 3.25 meters above ground level or floor level, it shall be closely boarded, have adequate width and be suitably fenced.

25.0 SAFE GUARDS FOR MOVING AND DANGEROUS PARTS:

Motors gearing, transmission, electric wiring and other dangerous parts of hoisting appliance shall be provided with efficient safe guards, hoisting appliance shall be provided with such means as will reduce to the minimum risk of accidental descend of load. Adequate precautions shall be taken to reduce to the minimum risk of any part of suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, working apparel such as gloves, sleeves and boots, may be necessary shall be provided. Workers shall not wear any rings watches and carry keys or other materials which are good conductors of electricity.

26.0 SAFE WIRING /CABLING AT SITE:

The cable shall be hung properly with insulation as per the scheme approved by Project Manager. The power shall be drawn through switchboards. No loose wires lying on ground or structure shall be allowed. Joints in cables shall not be in distances less than 30 meters.

26.1 All scaffolds, ladders First Aid Equipment /Medicines and other safety devices mentioned or described herein shall be maintained in a safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near places or work. Necessary warning signboards in Red /White paint, with proper lighting arrangements for nights are to be provided at prominent locations.

26.2 The contractor shall follow The Payment of Wages Act 1936, The Minimum Wages Act 1948, The Contract Labour (Regulation and Abolition) Act 1970 and any other labour laws of central and state government in force from time to time and rules made there under.

26.3 The contractor is liable and responsible for complying with the provisions of the Employees Provident Funds and Miscellaneous Provision Act 1952 and schemes framed there under, in so far as they are applicable to the establishment. In case the Owner is made liable for provision for the applicable labour and / or other laws / Acts, then and in that event the Owner shall be entitled to recover the amount so paid by the Owner from any amount due to the contractor on any account whatsoever, notwithstanding the right of owner to terminate the contract for such lapse.

27.0 VERIFICATION AT SITE

The Contractor shall verify at the site information regarding existing services, levels dimensions etc. as indicated in the drawings and shall remain responsible for the accuracy and maintenance of all dimensions and levels. On verification if any discrepancy is found between what is shown in the drawings and what is actually existing the Contractor before proceeding with further works shall immediately bring the same to the notice of the Owner/Architect/Project Manager.

28.0 FEES PERMITS AND TESTS

The contractor shall obtain all permits and/or licenses if required for any part of the work from statutory authorities for the installation and commissioning and shall pay all fees for the same.

29.0 GUARANTEE

The works will be handed over to the Owners after necessary testing and commissioning. The works will be guaranteed against any defective design/workmanship. The guarantee period for material and workmanship part will be for a period of 10 years from the date of handing over to the Owner as specified by the Engineer-in-charge/ Project Manager/ Owner. Installation/equipments or components thereof shall be rectified/ repaired at the discretion of the Owner/Architect/Project Manager.

The Vendor shall give 5 years guarantee for the hardwares used in the doors and windows.

30.0 COMPLETENESS OF TENDER

All sundry fittings, assemblies accessories, hardware items, foundation bolts, terminations lugs for electrical connections as required and all other sundry items which are useful and necessary for proper assembly and efficient working of the various components of the work shall be deemed to have been included in the tender where such items are specifically mentioned in the tender documents or not.

31.0 PROGRAMME OF WORK

The Contractor shall, on receipt of letter of acceptance of his tender, or as soon as thereafter as possible, but not later than 30 days from the date of receipt of letter of acceptance, submit to the Engineer for his approval, a detailed programme, showing the order and procedure in which he proposes to carry out the work so as to complete the whole of the Works within the "Time for Completion" stipulated in Appendix to GCC Clause No. 26. Any requirement for completion of any part or parts of the Works before completion of the whole of the Works should be reflected in the programme. The Contractor shall, whenever required by the Engineer or the Engineer's Representative, also provide in writing for their information, a general description of the arrangements and method of deployment of labour and machinery which the Contractor proposes to adopt for the execution of the Works. If at any time it should appear to the Engineer that the actual progress of work does not conform to the approved programme, referred to above, the Contractor shall produce at the request of the Engineer, a revised programme showing modifications to the approved programme, necessary to ensure completion of the work within the time for completion stipulated in the Contract. The submission to and approval by the Engineer or Engineer's representative of such programme or the furnishing of such particulars shall not relieve the Contractor of any of his duties or responsibilities or obligations under the Contract. The Engineer shall have full power and authority during progress of work, to issue such instructions as may be necessary for the proper and adequate execution and maintenance of the Work. The Contractor shall carry out and be bound by the same. The programme finally approved by the Engineer in charge.

32.0 STAFF DEPLOYMENT

The tenderer shall submit the following along with the offer :-

- (a) An organization chart proposed to be deployed for this work with assignment of each key staff member (identified by name) duration and timing together with clear description of the responsibilities of each key staff member within the overall work programme.
- (b) The name, background and professional experience of each key staff member to be assigned to the project, with particular reference to his experience of a nature similar to that of the proposed assignment. The majority of the key staff shall be regular members of the firm for at least six months.
- (c) The details of the name, background and CV of any Sub-contracted staff who will be employed on the project.
- (d) Names and addresses of Sub-contractors who are proposed to be engaged for execution of different types of works as well as the details of the experience and past performance of such Sub-contractors will be required to be furnished. This information shall be given for all critical items of works on/off site irrespective of the status of the Sub-contractors in the Tender. The total sub-contracting shall not exceed 50% of the value of work.

The Tenderer has to very clearly & unambiguously give the details of activities to be Sub-contracted and proposed Sub-contractors for the same with requisite details.

If Tenderer fails to provide the above information, His offer will be treated as a Non-Responsive and is liable to be rejected.

(d) Details of Plant & Equipment assessed as required for the Tendered Work as well as those available as on date in the format prescribed. Major Plant & Equipments are to be provided as per the minimum scale indicated “Annexure – IIC”. Any proposal with Major Plant & Equipment lesser than specified will not be acceptable

32.0 A QUALITY ASSURANCE PLAN

- i. The tenderers shall submit their Corporate Quality Policy Document duly signed by the corporate head or any other authorized person.
- ii. The tenderers shall submit an outline Quality Plan, illustrating the intended means of compliance Specifications for the work including project quality requirements and setting out in summary form an adequate basis for the development of the more detailed document. The Outline Quality Plan shall contain sufficient information to demonstrate clearly the proposed method of achieving the Tenderer's Quality objectives with regard to the requirements of the contract and shall, as a minimum, address the quality system elements as required by ISO 9001 – 1994 – “Model for Quality Assurance in Design, Development Procurement, Installation and Servicing”. Details of the quality assurance system and organization to enforce the same (Tenderer may furnish the details in a narrative form).
- iii. The contractor shall also associate for the checks conducted by Owner / nominated agencies for the QA and take necessary steps for improvement/ confirmation.

33.0 MATERIAL SUPPLIED BY THE OWNER

Material supplied (if any) by the owner shall be delivered at site. However, unloading of material as per manufacturers recommendations, testing and commissioning of the material shall be in the scope of the contractor. Storage and keeping safe custody of material/ equipment supplied by the owner shall be responsibility of contractor till commissioning and handing over the site to the owner. The contractor shall use the material provided by the owner exclusively in the project to be completed under this contract only. The contractor shall be solely responsible to keep due records of the movement and consumption of material/equipment provided by the owner and shall return the unconsumed, surplus material and scrap generated if any, to the owner from time to time but not later than commissioning and handing over of the site.

Annexure 1

1. Schedule of Owner supplied Materials:

The following materials would be supplied free of cost to the Contractor by the Owner / Project Manager:

S. No.	Particulars	Rates at which materials will be supplied to the Contractor	Place of Delivery	Limit for wastage for reconciliation	Recovery Rates

34.0 TOOLS FOR HANDLING AND ERECTION

All tools and tackles required for handling of equipments and materials at site of work as well as for their assembly and erection and also necessary test instruments shall be the responsibility of the contractor.

35.0 MATERIAL AND EQUIPMENT

All materials and equipment shall conform to the relevant Indian Standards and shall be of the approved make and design. Unless otherwise called for, only the best quality of materials and equipment shall be used. The contractor shall be responsible for the safe custody of all materials and shall be insure it against theft damage by fire, earth quake etc. A list of items of materials and equipment together with a sample of each shall be submitted to the Owner/Architect/Project Manager within 15 days of the award of the contract. Any item which is proposed as a substitute the contractor shall state the credit if any due for the Owner in the event the substitute is approved by Owner/Architect/Project Manager in writing and shall be accompanied by all "Technical data" giving sizes, particulars of materials and manufactures name. Where no specific make of material is specified any first class product of a reputed manufacturer may be used provided it conforms to the

requirements of these specifications. The Owner/Architect/Project Manager decision in this matter shall be final.

36.0 DRAWINGS

The work shall be carried out in accordance with the drawing(s) if any closed with the tender and also in accordance with modifications(s) if any thereto from time to time approved by Owner/Architect/Project Manager and also instructions from them in the course of execution of the works.

37.0 PROGRAMME OF WORKS AND METHOD OF CONSTRUCTION

The Contractor shall submit to the Owner/Architect/Project Manager prior to the commencement of the work for his approval a detailed programme in the format as approved by the Owner/Architect/Project Manager. The details programme shall necessarily contain but not limited to all the activities in different phases and in different locations and subsequent approval shall not relieve the contractor of any of this duties or responsibilities under this contract.

37.1 NOTICE OF OPERATION

In spite of submission and approval of the work programme the contractor shall not carry out any major operation without the consent of the Owner/Architect/Project Manager.

38.0 WORK DIARY

The Owner/Architect/Project Manager shall keep a diary on the site in which all his remarks, instructions, decisions and the essential details of the work shall be recorded. The Contractor shall assist in keeping the diary by supplying daily information on the works as required by the Owner/Architect/Project Manager.

39.0 CONSTRUCTION RECORDS

The Contractor shall provide and erect to the approval of the Owner/Architect/Project Manager full and accurate records of the dimensions and positions of all new work and any other information necessary for Owner/Architect/Project Manager.

40.0 SAFETY OF ADJACENT STRUCTURES OF WORKS

The Contractor shall provide and erect to the approval of the Owner/Architect/Project Manager such supports as may be required to protect efficiently all structures or works which may be endangered by the execution of the works or otherwise take such permanent measures as may be required by the Owner/Architect/Project Manager to protect the structures.

41.0 KEEPING SITE CLEAN

During the progress of the works and when directed by the Owner/Architect/Project Manager the Contractor shall keep the site clear of all rubbish and debris including that which may be deposited on the site by any sub-contractors until the date of issue of certificate of completion. The cost of keeping the site clean shall be deemed to have been included for in the rates.

One completion of the works the Contractor shall at his own expenses clear away and remove from the site not later than 10 days from the date of completion of works all constructional plant surplus material rubbish and temporary works of every kind and leave the entire site and works clean and in a workmanlike condition to the satisfaction of the Owner/Architect/Project Manager.

42.0 CO-ORDINATION WITH OTHER AGENCIES

The contractor shall co-ordinate with all other agencies involved in the building work so that the building work is not hampered due to delay in his work. Recessed conduit and other works which directly affect the progress of building work should be given priority.

43.0 PROGRESS REPORT

The Contractor shall submit regular fortnight progress reports to the Owner/Architect/Project Manager in a form as required by him.

44.0 SHOP DRAWINGS

The Contractor shall prepare and submit to the Owner/Architect/Project Manager for approval before the work is commenced all details and installation/ fabrication drawings

These drawings in triplicate must be submitted by the Contractor as soon as possible after the order is place to give ample time for all parties concerned to study and make comment thereon.

44.1 PROGRAMME OF SHOP DRAWING

The contractor shall provide a detailed programme incorporating production of his shop drawings which can be read in conjunction with the building construction programme.

44.2 SHOP DRAWINGS IN COORDINATION OF ALL TRADES

The work described on any shop drawings submitted shall be carefully checked by the contractor for all clearance, field conditions, maintenance of architecture features in proper coordination with all trades on the job. To this end, the contractor during the production drawings stage shall ensure that he coordinates with all other relevant trades that might interfere with the proper installation of his work. No payment shall be made for any variation or alteration on site due to lack of knowledge of other trades. Any unresolved conflict between trades shall be referred to the Owner/Architect/Project Manager. Equipment layout shall be detailed on the drawings showing the exact method of installing and clearly illustrating components to be used in making all connections.

44.3 APPROVAL OF SHOP DRAWINGS

The Contractor shall submit all drawings as prescribed hereunder. All drawings shall be supplied in 3 copies and signed by a principal of the Contractor.

The Contractor shall prepare and submit to the Owner/Architect/Project Manager for his approval detail shop drawings of Fire Protection Layout. Special pull boxes, fixing details of equipment and details of special clamps etc. required and any other equipment to be procured/fabrication by the contractor within 15 days of signing of the contract. Shop drawings shall include fixing details of all above items required to complete the Fire Protection System installation in all respect. The Contractor shall prepare and submit to the Owner/Architect/Project Manager for his approval detail shop drawings of distribution boards, special pull boxes, light & fan switch board, telephone distribution boards, fixing of GI strip on roof/wall for lighting conductor, lightning arrestor, test join, fixing details of light fixtures and details of special clamps etc. required and any other equipment to be procured/fabrication by the contractor within 15 days of signing of the contract. Shop drawings shall include fixing details of all above items required to complete the Fire Protection System installation in all respect.

44.4 APPROVAL

The Owner/Architect/Project Manager's approval of such drawings schedule brochures etc. will be an approval of general details and arrangements only and shall not relive the control from responsibility for deviation from drawing or specification unless he has in writing called the Owner/Architect/Project Manager's attention to such deviations at the time of submission nor shall it relieve the contractor from responsibility for cross or omission of any kind in the shop drawings when approval.

45.0 APPROVAL OF MATERIALS

All materials used on the works shall be new and of the best quality available conforming to the relevant specifications and as per good engineering practice. Prior approval should be obtained writing from the Owner/Architect/Project Manager for all materials proposed and when necessary approval sample duly identified and labeled shall be deposited the Owner/Architect/Project Manager.

45.1 MANUFACTURE'S INSTRUCTIONS

Where manufacturer have furnished specific instruction relating to the materials used in this job covering points not specifically mentioned in these documents these instructions shall be followed in all cases.

45.2 BROCHURES AND DATA

The contractor shall submit four copies of all brochures manufacturer's description data and similar literature. One copy will be returned to the contractor after approval.

46.0 APPROVAL BY STAGES:

All work embracing more than one process shall be subject to examination and approval at each stage thereof as stipulated by the Employer and the contractor shall give reasonable notice in writing to the Employer when each stage is ready. In default of such notice received, the Employer shall be entitled to appraise the quality and extents thereof and in the event of any dispute the decision of the Employer thereon shall be final and binding. Record of such approval will be maintained.

47.0 SCALE

Drawings shall be prepared to the scales as required for proper explanation and shall indicate the size and location of all equipments and accessories herein. The contractor shall obtain all dimensions preferably at the building (site of work) and check those plan for interference with the building structures other equipment and other services.

48.0 COMPLETION DRAWINGS

48.1 DELETED

48.2 DELETED

49.0 SCHEDULE AND MANNER OF OPERATION

Time being the essence of this contract shall be expected to furnish all labour and material in sufficient quantities at appropriate time, expedite and schedule of work to meet the Owner/Architect/Project Manager requirement and so manage the operation that the work shall be complete in time stated elsewhere. In case of shut down of power supply required, Contractor shall coordinate with Owner/Architect/Project Manager and shall carry out essential works during the shutdown period allowed by the Owner/Architect/Project Manager. In case Owner/Architect/Project Manager allow for such period during night or early morning hours. Contractor shall make all provisions to avail such opportunity and shall not be entitled for any extra claims on such account. Contractor shall programme their work in such a way that items of work requiring presence of Owner/Architect/Project Manager are carried out between 10 AM & 6 PM on working days.

49.1 INSPECTION, TESTING AND INSPECTION CERTIFICATE

The Owner/Architect/Project Manager or their authorized representatives shall have at all reasonable times access to the contractor premises or works and shall have the power at all reasonable time to inspect and examine the materials and workmanship during its manufacture or erection or if the part of works is being manufactured or assembled at other premises or works. The Contractor shall obtain for the Owner/its authorized responsibility permission to inspect as if the works were manufactured or assembled on the contractor's own works/premises.

The Contractor shall arrange all the materials and labour required for inspection of equipment or for any testing to be carried out at his works or at site. Notice for such inspection/presence for testing shall be given to the Owner by the Contractor at least fifteen (15) days in advance.

49.2 Notwithstanding approval of tests of equipment by the Owner Contractor shall be required to perform site tests and prove the correctness of ratings and performance of equipment/machinery and materials supplied and installed by him as per the contract specifications and conditions. Owner shall reserve the right to reject any equipment/machinery/material should it on tests after erection be found not to comply with contract specifications.

49.3 STORAGE OF MATERIALS AND SAFE CUSTODY

Lockable storage space, if available on site shall be made available to the contractor by the Owner. However, the contractor shall be responsible for watch the ward and safe custody of his equipment and installations till they are formally taken over by the user. Non availability of lockable storage space due to any reasons shall not relieve the contractor of his contractual obligation in any way.

49.4 MATERIAL INSPECTION, EXAMINATION AND TESTING

All materials and equipment shall be brand new. On arrival of the materials at site they shall be inspected and tested by the Owner/Architect/Project Manager to ensure that the materials conforming to the specification and standards. The Owner/Architect/Project Manager and his representative shall at all reasonable time have free access to the contractor's/manufacturers work. They shall have full power to examine the material and workmanship of the equipment at the contractor works at the contractor works or at any other place from where the material of equipment is obtain. The contractor shall give every facility to the Owner/Architect/Project Manager and his representatives and necessary help for inspection, examination and testing of materials. Original test certificate of the manufacturer's shall be submitted by the Contractor for all major equipment before they are equipment shall in no way relive the contractor of his responsibility for meeting the requirement of the contract.

50.0 DLETED

50.0A DELETED

51.0 MEASUREMENT

All works shall be measured in accordance with as per CPWD/relevant IS standards not withstanding general or local practices unless where specifically described otherwise in the specific sections of the specifications. All measurements shall be taken by the Owner/Architect/Project Manager representative in the presence of the Contractor's authorized representative and shall be jointly signed by both parties. Payments in accordance with the measurements recorded shall be released as per the terms and mode of payment agreed in the contract.

52.0 TRAINING OF PERSONNEL AT SITE

In order to enable the owner's staff to get acquainted with the operation and maintenance of the system/services (waterproofing works etc.) the contractor at no extra cost to the Owner shall train the Owner personnel during the period of installation, testing, commissioning and prior to Virtual Completion & taking over by the owner. The Contractor shall furnish all the technical details of all the appliances (used in entire works) at no extra cost to the Owner

53.0 MAINTENANCE

During the guarantee and defects liability period, the contractor shall provide at no extra cost necessary material and personnel to carry out repairs and /or replace defective materials as required for the works executed by the Contractor. The contractor shall attend to all problems experienced in the operation of the systems under this contract within a reasonable time but not more than 48 hours of receiving the complains and take corrective action immediately.

54.0 SAMPLES AND PROTOTYPES

The contractor shall submit to the Owner/Architect/Project Manager samples of all materials required for prior approval in wiring before placing order. The contractor shall also construct prototype or samples of work as laid down in the contract or as instructed by the Owner/Architect/Project Manager. Such samples and prototypes after approval shall be retained by the Owner/Architect/Project Manager and shall serve as the standards to be achieved in final construction.

55.0 CONTRACTOR TO PROVIDE ALL FOR TESTING

The Contractor shall provide and pay for all necessary tools, instruments, gadgets and testing equipment required for conducting the various test. Any defects in material and/or in workmanship detected during initial testing shall be rectified by the Contractor at his own cost. Final testing shall be carried out in the presence of the Owner/Architect/Project Manager or their representative to their entire satisfaction. The installation shall be commissioned after approval by the Owner/Architect/Project Manager

56.0 INSURANCE

All equipment, materials machinery and installation as a whole shall be insured by the contractor unit virtual completion and take over by the user. Insurance policy should cover for all kinds of erection risks, fire, theft or

loss in transit. All works and third party shall be insured in accordance with the workman compensation act in the event of an accident.

57.0 CONTRACTOR'S SUPERVISION ON THE WORKS :

The contractor shall give all necessary personal supervision during the execution of the works and as long thereafter as the Owner/Architect/Project Manager may consider may necessary until expiration of the Guarantee Period. The contractor shall also during the time the works are in progress appoint a competent representative who shall constantly supervise the work at site.

TECHNICAL SPECIFICATIONS (BALCONY SS RAILING WORKS)

TECHNICAL SPECIFICATION

Stainless Steel Handrail of 1100 mm high with Top hand rail of 40mm dia Hollow SS pipe of 16 gauge to be welded / fastend as railing to the verticals balusters made of 40mm dia hollow SS pipe stainless placed at 600mm C/C to hold clear toughened glass panels as per approved thickness with 75 x 10mm thick SS flat strands / clamp, with 100mm x 100mm 10 gauge SS plate anchored with 4 Nos. of 10mm dia 75mm long anchour bolts with 100mm dia SS cover cap.

All SS sections to be brush finished all as per Architectural drawings and instructions.

All SS sections shall be 304 grade with brush finish as per the Design Consultants and Site in charge approval.

The Contractor to submit the shop drawing of the same including the fabrication details, calculations and stability report. The contractor shall also submit the stability certificate on the basis of shop drawings, sections and glass etc. to be used by the contractor. This certificate shall be based on the calculation of wind loads, lateral loads etc.

The work to start only on written approval of the same by the design consultant. The also includes neccessary scaffolding /centring and lead lift as per the site conditions.

APPROVED MAKES OF MATERIALS

APPROVED MAKES OF MATERIAL (Balcony SS Railing Works)

It may please be noted that the Contractor shall use following approved makes of materials. The final selection of materials, out of the approved makes of materials or otherwise to be used at site shall rest with the Owners / Architects and it shall be binding on the Contractor. The Contractor shall get the samples of all items, not covered in the approved makes, approved from the Owners / Architects before commencing the supply.

SI #	Description	Make
1	Stainless steel – 304	Jindal / Hindalco / As approved
2	Toughned Glass	ASAHI / Saint Gobain/ as approved.
3	Anchor fasteners	Hilti / Fischer / as approved.

Contractor has to take the prior approval before start of works for the railing section and its accessories from the Engineer-in-charge/ Architect.