

INCENT LGD, IIT-M RESEARCH PARK,CHENNAI

PROPOSED INTERIOR WORKS FOR INCENT LGD,IIT-M RESEARCH PARK AT CHENNAI

DRAFT FORM OF AGREEMENT

THIS AGREEMENT made in triplicate this day of the year two thousand and twenty three by and between **INCENT LGD,IIT-M RESEARCH PARK**, (hereinafter called the 'Employer' which expression shall unless excluded by or repugnant to the context be deemed to include their successors) OF THE ONE PART.

AND

a partnership firm / private / public limited company (Registered under the Act) (hereinafter called the 'Contractor' which expression shall unless excluded by or repugnant to the context be deemed to include his heirs or successors) OF THE OTHER PART.

WHEREAS the Employer is desirous that all works entitled Proposed ware house for Proposed Interior work for Incent LGD, IITM Research park, Tamil Nadu. and other documents forming part of this contract should be undertaken and have accepted a tender by the Contractor for the execution, construction, completion and guarantee of such works.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :

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

2.0 The following documents shall be deemed to form the 'Contract Documents' and be read and construed as part of this Agreement, via :

2.1 The said tender and acceptance there

2.2 The General and Special Conditions of Contract Part I & II.

2.3 Appendix to the Tender

2.4 The Specifications pad

2.5 The Schedule of Rates and Prices & Bill of Quantities.

2.6 All correspondence by which the Contract is added to, amended, verified or modified in any way by mutual consent: and

2.7 Any other papers and documents covered by the definition of 'Contract' given in the General Conditions of Contract.

2.8 Drawings.

3.0 In consideration of the payments to be made by the Employer to the Contractor, as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute, construct, complete and guarantee the works in conformity in all respects with the provisions of this contract.

4.0 The Employer hereby covenants to pay to the Contractor in consideration of such execution, construction, completion and maintenance of the Works the Contract price at the times and in the manner prescribed by this Contracts.

IN WITNESS WHEREOF the parties hereto hereunto set their respective hands and seals, the day and year after first above written.

.....
(The Employer)

Witness

Witness

.....
(The Employer)

Witness

Witness

TABLE OF CONTENTS

CLAUSE	DEFINITIONS AND INTERPRETATION
1.1	Definitions
2.	Singular & Plural
3.	Heading & Notes
4.	Cost.
2.0	Duties and Powers of Engineer and Engineer's representatives.
3.0	Assignment
4.0	Subletting
5.0	Contract Documents
6.1	Custody of Drawings
2.	One copy of drawings and documents to be kept at site
3.	Disruption of Progress
7.0	Further Drawings & Instructions
8.0	General Obligations
1.	Contractor's General Responsibilities
10.0	Inspection of site
11.0	Sufficiency of Tender
12.0	Work to be to the satisfaction of the Engineer
13.0	Programme to be furnished
14.0	Contractor's superintendence
15.0	Contractor's Employee
16.0	Protection of trees & shrubs
17.0	Watching and Lighting
18.0	Care of works
19.0	Excepted risks
20.0	Insurance of works etc.
21.1	Damage to persons and property
22.1	Third party insurance
2	Minimum amount of third party insurance
3	Provision of Indemnity Employer

CLAUSE	DEFINITIONS AND INTERPRETATION
23.1	Accident or injury to workmen
2	Insurance against accident etc. to workmen
24.0	Remedy on Contractor's failure to insure
25.1	Giving to notice and payment of fees
2	Compliance with statues, regulations etc.
26.0	Fossils
27.0	Patent Rights & Royalties
28.0	Interference with traffic and adjoining properties
29.0	Contractor to keep site clear
30.0	Clearance of site on completion
31.0	Labour
1	Engagement of labour
2	Supply of water
3	Alcoholic Liquor or Drugs
4	Arms and Ammunition
5	Festivals and religious customs
6	Epidemics
7	Disorderly conduct
8	Observance by Sub-Contractor
32.0	Return of labour etc.
33.0	Materials and workmanship
1	Quality of material and workmanship and tests
2	Cost of samples / shop drawings
3	Cost of Tests
34.0	Inspection of Operation
35.1	Examination of work before covering up
2	Uncovering and making openings
36.1	Removal of improper works and material

CLAUSE	DEFINITIONS AND INTERPRETATION
2	Default of contract in compliance
37.1	Suspension of work
2	Suspension lasting more than 90 days
38.0	Commencement of work
39.1	Possession of site
2	Way leaves etc.
40.0	Time of completion
41.0	Extension of time for completion
42.0	No night or Sunday work
43.0	Rate of progress
44.0	Liquidated damages for delay
45.1	Certificate of completion of works
46.0	Maintenance & Defects
1	Definition 'Period of Maintenance'
2	Execution of work of repair etc.
3	Cost of execution of work or repair etc.
4	Remedy on Contractor's failure to carry out work required
5	Contractor to search
47.0	Payment withheld
48.0	Alterations, Additions & Omissions
1	Variations
2	Order for variation to be in writing
49.1	Valuation of variations
2	Power of Engineer to Fix rates
3	Claims
50.0	Plants, Temporary works & Materials
1	Plants, etc. exclusive use of works
2	Removal of plant etc.

CLAUSE	DEFINITIONS AND INTERPRETATION
3	Employer not liable for damage to plant etc.
51.0	Approval of material etc. not implied
52.0	Measurement
1	Quantities
53.1	Works to be measured
2	Measurement for bills
54.0	Method of measurement
55.0	Provisional Sums
1	Definition of 'Provisional Sums'
2	Use of Provisional Sums
3	Production of vouchers etc.
56.0	Nominated Sub-Contractor
1	Definition of 'Nominated Sub-Contractor'
2	'Nominated Sub-Contractor' approval
3	Co-ordination of work
4	Payments to Nominated Sub-Contractors
5	Certification of payments to Nominated Sub-Contractor
6	Assignment of Nominated Sub-contractor's obligations
57.1	Certificates & Payments
2	Advance on Constructional Plant and Materials
58.0	Approval only by Maintenance Certificate
59.1	Maintenance Certificate
2	Cessation of Employer's Liability
60.0	Remedies & Powers
1	Default of Contractor
2	Valuation of date of forfeiture

CLAUSE	DEFINITIONS AND INTERPRETATION
3	Payment after forfeiture
61.0	Urgent Repairs
62.0	Payment if Contract Terminated
63.0	Settlement of Disputes
1	Settlement of Disputes Arbitration
64.0	Notices
1	Service of Notice on Contractor
2	Service of Notice on Employer or Engineer
3	Changes of Address
65.0	Termination of Contract by Contractor
1	Default of Employer
Part II	Special Conditions

CONDITIONS OF CONTRACT

PART I - GENERAL CONDITIONS

1.0 DEFINITIONS AND INTERPRETATION:

Definitions:

1.1 In the Contract as hereinafter defined the following words and expressions shall have the meanings hereby assigned to those, except where the context requires :

a) "Employer" means **INCENT LGD**, who will employ the Contractor and the legal Successors, Representatives, Assigns of the Employer.

b) **Architect** duly appointed by the Employer for the works under a separate agreement setting out the Engineer responsibilities and terms.

c) "Contractor" means the person or persons, firm or company whose tender has been accepted by the Employer and includes the Contractor's successors and with the consent of the Employer, assigns of the Contractors.

d) "Engineer" means the Engineer designated as such in Part II, or the Engineer appointed from time to time by the **Architect**

e) "Engineer's Representatives" means any resident Engineer, or any Clerk of works appointed from time to time by the ARCHITECTS to perform the duties set forth in clause 2 hereof, whose authority shall be notified to the Contractor by the Engineer in writing.

f) "Works" shall include both Permanent works and Temporary Works.

g) "Contract" means the General & Special Conditions of Contract, Notice inviting tender, Specifications, Drawings, Priced Bill of Quantities, Schedule of Rates and Prices, Tender, Letter of Acceptance and the Contract Agreement, Appendices, all correspondence by which the Contract is added to, amended, varied or modified in any way, etc.

h) "Contract Price" means the sum named in the letter of acceptance, subject to such additions thereto or deductions therefrom as may be made under the provisions hereinafter contained.

l) "Constructional Plant" means all appliances or things of whatsoever nature required in or about the execution or maintenance of the Works but does not include materials or other things intended to form or forming part of the Permanent Works.

j) "Temporary Works" means all temporary works of every kind required in or about the execution or maintenance of the Works.

k) "Permanent Works" means the Permanent Works to be executed and maintained in accordance with the Contract.

l) "Specifications" means the Specification referred to in the "Invitation to Tender" Tender and any modification thereof or addition thereto as may from time to time be furnished or approved in writing by the Engineer. The Specifications shall indicate the quality and methods for constructions.

m) "Drawings" means the drawings referred to in the Contract and any modification of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished by the Engineer. The drawings shall indicate dimensions, positions and type of Construction.

n) "Site" means the land and other places on, under, in or through which the Permanent Works or Temporary Works designed by the ARCHITECTS are to be executed and any other lands and places provided by the Employer for working space or any other purpose as may be specifically designated in the Contract as forming part of the Site.

o) "Approved" means approved in writing including subsequent written confirmation of previous verbal approval and "approval" means approval writing.

Singular and Plural

1.2 Words importing the singular also include the plural and vice versa where the Context requires.

Headings or Notes

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

Cost

1.4 The Word "Cost" shall be deemed to include overhead cost whether on or off the Site.

2.0 ENGINEER & ENGINEER'S REPRESENTATIVE

Duties and Powers of Engineer & Engineer's Representative

2.1 The Engineer shall carry out all duties in issuing decisions, certificates and orders as specified in the Contract.

2.2 The Engineer's Representative shall be responsible to the Engineer and his duties are to watch and supervise the works and to test and examine any materials to be used or workmanship employed in connection with the works. He shall have no authority to relieve the Contractor of any of his duties or obligations under the Contract nor, except as expressly provided hereunder or elsewhere in the Contract, to order any work involving delay or any extra payment by the Employer, nor make any variation.

Any instruction or approval given by the Engineer's representative to the Contractor within the terms of such delegations, but not otherwise, shall bind the Contractor and the Employer as though it had been given by the Engineer provided always as follows:

A) Failure of the Engineer's Representative to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or materials and to order the rectifications, pulling down, removal or breaking up thereof.

B) If the Contractor shall be dissatisfied by reason of any decision of the Engineer's Representative he shall be entitled to refer the matter to the Engineer, who may thereupon confirm, reverse or vary such decision.

ASSIGNMENT AND SUB - LETTING

Assignment

3.0 The Contractor shall not assign the Contract or any part thereof, or any benefit or interest therein or there under without the prior written consent of the Employer.

Sub letting

4.0 The Contractor shall not sub-let the whole of the Works. The Contractor shall not sub- let any part of the Works without the prior written consent of the Engineer and such consent, if given, shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any sub-contractor, his agents, servants or workmen. Provided always that the provision of labour on a piece work basis shall not be deemed to be as sub- letting under this clause.

CONTRACT DOCUMENTS

5.0 These shall be stated in these conditions:

Documents Mutually Explanatory

Except if and to the extent otherwise provided by the contract, the provision of Conditions of Contract part I and II shall prevail over those of any other document forming part of the Contract. Subject to the foregoing, the several documents forming the Contract 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 Engineer who shall thereupon issue to the Contractor instructions thereon which shall be final and without appeal.

Custody of drawings

6.1 The drawings should remain in the sole custody of the Engineer, but two copies thereof shall be furnished to the Contractor free of charge. The

Contractor shall provide and make at his own expense any further copies required by him. At the completion of the Contract the Contractor shall return to the Engineer all drawings and documents provided under the Contract.

One copy of drawings and documents to be kept at site.

6.2 One copy of the drawings and documents furnished to the Contractor as aforesaid shall be kept by the Contractor on the site and the same shall be at all reasonable time be available for inspection and use by the Engineer and the Engineer's Representative and by any other person authorized by the Engineer in writing.

Disruption of progress

6.3 The Contractor shall give written notice to the Engineer 15 days in advance whenever planning or progress of works is likely to be delayed or disrupted on account of drawings. The notice shall include details of the drawings or order required and of why and by when it is required. This shall not, however, absolve the Contractor to complete the work within the time schedule stipulated in the contract.

Further Drawings and Instructions

7.0 The Engineer shall have full power and authority to supply to the contractor from time to time, during the progress of the works, such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the Works. The Contractor shall carry out and be bound the same.

GENERAL OBLIGATIONS

Contractor's General Responsibilities

8.1 The Contractor shall subject to the provision of the Contract, and with due care and diligence, execute and maintain the works and provide all labour, including the supervision thereof, materials, Electrical Installation and all other things, whether of a temporary or permanent nature, required in and for such execution and maintenance.

8.2 The Contractor shall take full responsibility for adequacy, stability and safety of all site/off site operations and methods of construction.

Inspection of Site

9.0 The Employer shall have made available to the Contractor such as date on sub-surface conditions as shall have been obtained by or on behalf of the Employer from investigations undertaken relevant to the works and the Tender

shall be deemed to have been based on such data, but the Contractor shall be responsible for his own interpretation thereof.

The Contractor shall also be deemed to have inspected and examined the Site and its surroundings and information available in connection therewith and to have satisfied himself, before submitting his Tender, as to 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 Tender. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

Sufficiency of Tender

10.0 The Contractor shall also be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his Tender for the Works and of the rates and prices stated in the priced Bill of Quantities and the Schedule of Rates and Prices, which Tender rates and prices shall, except in so far 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.

Work to be to the satisfaction of Engineer

11.0 The Contractor shall execute and maintain the work in strict accordance with the Contract to the satisfaction of the Engineer and shall comply with and adhere strictly to the Engineer's instructions and directions of any matter whether mentioned in the Contract or not, concerning the Works. The Contractor shall take instructions and directions only from the Engineer or, subject to the limitations referred to in clause 2 hereof, from the Engineer's Representatives.

Programmed to be furnished

12.1 Within the time stated in Part II of these Conditions, the contractor shall, after the acceptance of his Tender, submit to the Engineer for his approval a programme showing the order of procedure in which he proposes to carry out the Works. The Contractor shall whenever required by the Engineer or Engineer's Representative, also provided in writing for his information a general description of the arrangements and the methods, which the Contractor proposes to adopt for the execution of the Works.

12.2 If at any time it should appear to the Engineer that the actual progress of the Works does not conform to the approved programme referred to in sub-clause (1) of this Clause, the Contractor shall produce, at the request of the Engineer, a revised programme showing the modifications to the approved programme necessary to ensure completion of the Works within the time for completion as defined in Clause 39 hereof.

12.3 The submission to and approval by the Engineer or Engineer's Representative of such programmes or the furnishing of such particulars shall not relieve the Contractor of any of his duties or responsibilities under the Contract.

Contractor's Superintendence

13.0 The Contractor shall give or provide all necessary superintendence during the execution of the Works and as long thereafter as the Engineer may consider necessary for the proper fulfillment of the Contractor's obligations under the Contract. The Contractor, or a competent and authorized agent or representative approved of in writing by the Engineer, which approval may at any time be withdrawn, is to be constantly on the works and shall give his whole time to the superintendence of the same. If such approval shall be withdrawn, the contractor shall remove the agent from the works and shall not thereafter employ him again on the Works in any capacity and shall replace him by another agent approved by the Engineer/ Engineer's Representative.

Contractor's Employees

14.1 The Contractor shall give or provide and employ on the site in connection with the execution and maintenance of the Works.

A) Only such technical assistants as are skilled and experienced in their respective callings and such agents, foremen and leading hands as are competent to give proper supervision to the work they are required to supervise, and

B) Such skilled, semi-skilled and unskilled labour as is necessary for the proper and timely execution and maintenance of the Works.

14.2 The Engineer should be at liberty to object to and require the Contractor to remove forthwith from the works any person employed by the Contractor in or about the execution or the maintenance of the Works who, misconduct's himself, or is incompetent or negligent in the proper performance of his duties, or whose employment is otherwise considered by the Engineer to be undesirable and such person shall not be again employed upon the works without the written permission of the Engineer. Any person so removed from the Works, shall be replaced as soon as possible by a competent substitute approved by the Engineer.

Protection of Trees and Shrubs

15.0 Trees and shrubs designated by the Architect / Consultants shall be protected from damage during the course of the work and the earth level shall not be changed within three feet of such trees. Where necessary such trees

and shrubs shall be protected by means of temporary fencing.

Watching and Lighting

16.0 The Contractor shall in connection with the works provide and maintain at his own cost all lights, guards fencing and watching when and where necessary or required by the Engineer or the Engineer's Representative, or by any duly constituted authority for the protection of the works, or for the safety and convenience of the public or others.

Care of Works

17.1 From the commencement of the works until the date stated in the Certificate or Completion for the whole of the works pursuant to the clause 46 hereof the Contractor shall take full responsibility for the care thereof. Provided that if the Engineer shall issue a Certificate or completion in respect of any part of the Permanent Works the Contractor shall cease to be liable for the care of that part of the Permanent Works for the date stated in the Certificate of Completion in respect of that part and the responsibility for the care of that part shall pass to the Employer. Provided further that the Contractor shall take full responsibility for the care of any outstanding work, which he shall have undertaken to finish during the period of Maintenance until such outstanding work is completed. In case any damage, loss or injury shall happen to the works, or to any part thereof, from any cause whatsoever, save and except the excepted risks as defined in sub-Clause (2) of be responsible for the care thereof the contractor shall, at his own cost repair and make good the same, so that at completion the Permanent Works shall be in good order and condition and in conformity in every respect with the requirements of the Contract and the Engineer's instructions. In the event of any such damage, loss or injury happening from any of the excepted risks, the Contractor shall, if and to the extent required by the Engineer and subject always to the provisions of the Contract, repair and make good the same as aforesaid at the cost of the Employer. The Contractor shall also be liable for any damage to the works occasioned by him in the course of any operations carried out by him for the purpose of completing any outstanding Work or complying with his obligations under clause 47 hereof.

Excepted Risks

18.0 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, employees of the contractor or of his sub-contractors and arising from the conduct of works, riot commotion or disorder or a cause solely due to the design on the works, or ionizing radiation's or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel radioactivity toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component thereof, pressure waves caused by aircraft or other serial devices travelling at sonic or supersonic speed or any such operation of the forces of nature are collectively referred to as "the excepted risks".

Insurance of works etc.

19.0 Without limiting his obligations and responsibilities under Clause (19) hereof, the Contractors shall insure in the name of the Employer against all loss or damage for all works under (a) below and in the name of the Employer against any loss or damage for all items under (b) below from whatever cause arising, including riots and excepted risks and for which he is responsible under the terms of the Contract and in such manner that the Employer is covered for the period stipulated in Clause 19 (1) hereof and are also covered for the period of maintenance for loss or damage arising for a cause occurring prior to the commencement of the period of maintenance, and for any loss or damage occasioned by the Contractor in the course of any operations carried out by him for the purpose of complying with his obligations under clause 47 hereof:

A) The works for the time being executed to the estimated current Contract value thereof, or such additional sum as may be specified together with the materials for incorporation in the works at their replacement value.

The constructional plant and other things brought on to the site by the Contractor to the replacement value of such constructional plant and other things.

Such insurance shall be effected with an insurer and in terms approved by the Employer and the Contractor shall, deposit with the Engineer or the Engineer's Representative the policy or policies of insurance and the receipts for the payment of current premiums. All money payable by insurers shall be received by the Employer and disbursed to the Contractor in installments.

Damage to persons and property

20.1 The contractor shall indemnify the Employer against all claims in respect of injuries or damage to any person or material or physical damage to any property whatsoever which may arise out of or in consequence of the execution and Maintenance of the Works and against claims, proceedings, damages, costs charges and expenses whatsoever in respect of but not limited to, to include payment of Minimum Wages Act 1948, Workmen's Compensation Act 1947, Industrial Disputes Act 1947, Maternity benefit Act 1961, and any modifications thereof or of any law relating thereof in relation thereto including any compensation or damages for or with respect to:

A. The permanent use of occupation of land by the Works or any part thereof.

B. The right or the Employer to execute the Works of any part thereof on, over, under, in or through any land.

Third party Insurance

21.1 Before commencing the execution of the Works the Contractor, but without limiting his obligations and responsibilities under clause 21 hereof, shall

insure against his liability for any material or physical damage, loss or injury which may occur to any property, including that of the Employer or to any person, including any Employees of the Employer, by or arising out of the execution of the Works, or in the work being carried out by the Employer, by or arising out of the situations referred to in the to provision clause 21 (1) hereof.

Minimum Amount of Third Party Insurance

21.2 Such insurance policy shall be effected with an insurer and in terms approved by the Employer, and for at least the amount stated in the Appendix to the Tender. The Contractor shall, deposit with the Engineer or the Engineer's Representative the policy or the policies of insurance and the receipts for payment of the current premiums.

Whereby provision to Indemnify Employer

21.3 The insurance policy shall include a provision in the event of any claim in respect of, which the Employer would be entitled to receive indemnify under the policy being brought or made against the Contractor, the insurer will indemnify the Employer against such claims and any costs. charges, and expenses in respect thereof.

Accident or injury to workmen

22.1 The Employer 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 sub-contractor. The Contractor shall indemnify and keep indemnified the Employer against all such damages and compensation, and against all claims, proceedings, costs, charges whatsoever in respect thereof or in relation thereto.

Insurance against accident etc. to workmen

22.2 The contractor shall insure against such liability with an insurer approved by the Employer and shall continue such insurance during the whole of the time that any persons are employed by him on the Works and shall, deposit with the Engineer or Engineer's Representative such policy of insurance and the receipt of payment of the current premium. Provided always that, in respect of any persons employed by any sub- contractor, the Contractor's obligation to insure as aforesaid under this sub-clause shall be satisfied if the sub-contractor shall have insured against the liability in respect of such-persons in such manner that the Employer is indemnified under the policy, but the Contractor shall require such sub-contractor to deposit with the Engineer or Engineer's Representative, such policy of insurance and the receipt for the payment of the current premium.

Remedy on Contractor's Failure to Insure

23.0 If the Contractor shall fail to effect and keep in force the insurance

referred to in clause 20, 22 and 23 hereof, or any other insurance which he may be required to effect under the terms of Contract, then in any such case the Employer may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Employer; as aforesaid from any monies due or which may become due to the contractor, or recover the same as a debt, due from the contractor.

Giving of Notices and Payment of Fees

24.1 The Contractor shall give all notices and pay all fees required to be given or paid by any National or State Statute, Ordinance, or other law, or any regulation or bye-law of any local or other duly constituted authority in relations to the execution of the Works and by the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the works.

Compliance with Statutes Regulations etc.

24.2 The Contractor shall conform in all respects with the provision of any such statute, Ordinance or laws as aforesaid and the regulations or bye-laws of any local or other duly constituted authority which may be applicable to the Works and with such rules and regulations of Public bodies and companies as aforesaid and shall keep the Employer indemnified against all penalties and liabilities of every kind of breach of any such statute, Ordinance or Law, regulation or bye-law.

Fossils etc.

25.0 All fossils, coins, articles of value or antiquity and structures of other remains or things of geological or archaeological interests discovered on the site of the Works shall be deemed to be the absolute property of the Employer. The Contractor shall take reasonable precautions to prevent his workmen or any other persons from removing or damaging any such article or thing and shall immediately upon discovery thereof and, before removal, acquaint the Engineer's Representative of such discovery and carry out, at the expense of the Employer, the Engineer's Representative's orders as to the disposal of the same.

Patent Rights and Royalties

26.0 The Contractor shall save harmless and indemnify the Employer from and against all claims and proceedings for or on account of infringement of any patent rights, design, trademark or name or other protected rights in respect of any constructional plant, machine work, design or material used for or in connection with the Works or any of them and from and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. Except where otherwise specified, the Contractor shall pay all espionage and other Octroi, Taxes, Transports, Royalties, Rent and other payments or compensation, if any, for getting stone, sand, gravel,

clay, or other materials required for the Works or any of them & shall produce clearance certificates duly approved by Government authorities if required so by the Engineer.

Interference with traffic and adjoining

27.0 All operations necessary for the execution of the Works shall, so far, as compliance with the requirements of the Contract permits, be carried on in a manner such that it will not to properties interfere unnecessarily or improperly with the convenience of the public, or the access to, use and occupation of public or private roads and footpaths to or of properties whether in the possession of the Employer or of any other person. The Contractor shall save harmless and indemnify the Employer in respect of all claims, proceedings, damages, charges expenses whatsoever arising out of, or in relation to, any such matters in so far as the Contractor is responsible thereof.

Contractor to keep site clear

28.0 During the progress of the Works the contractor shall keep the site reasonably free from all unnecessary obstruction and shall store or dispose off any Constructional Plant and surplus materials clear away and remove from the site any unwanted materials or wreckage of Temporary Works no longer required.

29.0 On the completion of the Works the Contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of all kinds, and leave the whole of the site and works clean and in a workman like condition to the satisfaction of the Engineer.

LABOUR

Engagement of Labour

30.1 The Contractor shall make his own arrangement for the engagement of all labour, local or otherwise, and, save in so far as the Contract otherwise provides, for the transport, housing, feeding and payment thereof.

Supply of Water

30.2 The Contractor shall, so far as is reasonably practicable having regard to local conditions, provide on the site to the satisfaction of the Engineer's Representative, an adequate supply of drinking water for the use of the contractor's staff and work people.

Alcoholic liquor or drugs

30.3 The Contractor shall not, otherwise than in accordance with the statutes, Ordinance and Government regulations or orders for the time being in force, import, sell, give barter or otherwise dispose off any alcoholic liquor, or drugs or permit or suffer any such importation, sale, gift, barter or disposal by his sub-contractors agents or Employees.

Arms and Ammunition

30.4 The Contractor shall not give barter, or otherwise dispose off to any person or persons, any arms or ammunitions of any kind or permit or suffer the same as aforesaid.

Festival and Religion customs

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

Epidemics

30.6 In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.

Disorderly Conduct etc.

30.7 The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his employees and for the preservation of peace and protection of Employer's Representatives and other persons and property in the neighborhood of the Works against the same.

Observance by Sub-Contractor

30.8 The Contractor shall be reasonable for the observance by his sub-contractors of foregoing provision.

30.9 Any other condition affecting labour and wages shall be set out in part II in the clause numbered 32 as may be necessary.

Return of materials workmanship and tests

31.0 The Contractor shall, deliver to Engineer's Representative, or a return in detail in such form and at such intervals as the Engineer may prescribe showing the supervisory staff and the numbers of the several classes of labour from time to time employed by the Contractor on the site and such information in respect of Constructional Plant as the Engineer's Representative may require.

MATERIAL AND WORKMANSHIP

Quality of materials and workmanship and Tests

32.1 All materials and workmanship shall be of the respective kinds

described in the contract and in accordance with the Engineer's approval and inspection and shall be subjected to the tests from time to time on such other place or places as may be specified in the contract, or at all or any of such places. The contractor shall provide assistance, instruments, machines, labour and materials as are normally required for examining, measuring and testing any work and the quality, Weight or quantity of any material used and shall supply samples of materials before incorporation in the works for testing as may be selected and required by the Engineer.

Cost of Samples / Shop Drawings

All Samples / Shop Drawings / Fabrication drawings shall be supplied by the contractor at his own cost.

Cost of Tests

The cost of making any tests shall be borne by the Contractor.

Inspection of operation

33.0 The Engineer and any person authorized by him shall at all times have access to Works and to all workshops on or off the site and the places where the Work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the Contractor shall afford every facility for and every assistance in or in obtaining right to such access. All Works carried out of the site shall duly be brought to the notice of Engineer.

Examination of the work before covering up

34.1 No Work shall be covered up or put out of view without the approval of the Engineer or Engineer's representative and the contractor shall afford full opportunity for the Engineer or the Engineer's representative to examine and measure any Work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon. The Contractor shall give due notice to the Engineer's Representative whenever any such work or foundations is or are ready or about to be ready for examination and the Engineer's representative shall, without unreasonable delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such work or of examining such foundations.

Uncovering Making Openings

34.2 The Contractor shall uncover any part or parts of the works or make openings in or throughout the same part or parts to the satisfaction of the Engineer. If any such part or parts have been covered up or put off view after compliance with the requirement of sub-clause (1) of this clause and are found to be executed in accordance with the contract, the expenses of uncovering, making openings in or through, reinstating and making good the same shall be borne by the Employer, but in any other case all costs shall be borne by the Contractor.

Removal of improper works and materials

35.1 The Engineer shall during the progress of the Works have power to order in writing from time to time.

- A. the removal from the site within such time or times as may be specified in the order, of any materials, which in the opinion of the Employer, are not in accordance with the Contractor.
- B. the substitution with proper & suitable materials and
- C. the removal and proper re-execution, notwithstanding any previous test thereof or interim payment thereof, of any work which in respect of materials or workmanship is not, in the opinion of the Engineer, in accordance with the Contract.

Default of Contractor in compliance

35.2 In case of default on the part of the Contractor in carrying out such order, the Employer shall be entitled to employ and pay other persons to carry out the same and all expenses consequent thereon or incidental thereto shall be recoverable from the Contractor by the Employer, or may be deducted by the Employer from any monies due or which may become due to the Contractor.

Suspension of work

36.1 The Contractor shall, on the written order of the Engineer, suspend the progress of the Works or any part thereof for such time or times and in such manner as the Engineer may consider necessary and shall during such suspension properly protect and secure the work, so far as is necessary in the opinion of the Engineer. The extra cost incurred by the Contractor in giving effect to the Engineer's instructions under this clause shall be borne and paid by the Employer unless such suspension is

- A. otherwise provided for in the Contract, or
- B. necessary by reason of some default on the part of the Contractor, or
- C. necessary by the reason of climatic conditions on the site, or
- D. necessary for the proper execution of the works or for the safety of the works or any part thereof insofar as such necessity does not arise from any act or default by the Engineer or the Employer or from any of the excepted risks defined in clause 19 hereof.

Provided that the contractor shall not be entitled to recover any such extra cost unless he gives written notice of his intention to claim to the Engineer within 15 days of the Engineer's order. The Engineer shall settle and determine such extra payment and / or extension of time under clause 42 hereof to be made to the Contractor in respect of such claim as shall, in the opinion of the engineer, is fair and reasonable.

Suspension lasting more than 90 days

36.2 If the progress of the work or any part thereof is suspended by the Engineer and if permission to resume work is not given by the Engineer within a period of 90 days from the date of suspension then, unless such suspension is within paragraph (a), (b), (c) or (d) of sub- clause (1) of this clause, the Contractor may serve a written notice on the Engineer requiring permission within 28 days from the receipt thereof to proceed with the works, or that part thereof in regard to which progress is suspended and, if such permission is not granted within that time, the Contractor by a further written notice so served may, but is not bound to, elect or treat the suspension where it affects part only of the works as an omission of such part under clause 48 hereof, or, where it affects the whole works, as an abandonment of the Contract by the Employer and shall be determined as per clause 64.

COMMENCEMENT TIME AND DELAYS

Commencement of works

37. The Contractor shall commence the Works on site within the period named in the Appendix to the Tender after the receipt by a written order to this effect from Engineer and shall proceed with the same with due expedition and without delay, except as may be expressly sanctioned or ordered by the Engineer. The time for commencement and completion of the work shall be of the essence of the contract.

Possession of Site

38.1 Save in so far as the contract may prescribe, the extent of portions of the site of which the Contractor is to be given possession from time to time and the order in which such portion shall be made available to him and, subject to any requirement in the Contract as to the order in which the Works shall be executed, the employer will, with the Engineer's written order to commence the Works, give to the Contractor possession of such further portions of the site as may be required to enable the Contractor to proceed with the execution of the works with due dispatch in accordance with said programme or proposals, as the case may be. If the Contractor suffers delay or incurs cost from failure on the part of the Employer to give possession in accordance with the terms of this Clause, the Engineer shall grant an extension of time for the Completion of the Works.

Way leaves etc.

38.2 The Contractor shall bear all costs and charges for special or temporary way leaves required by him in connection with the access to the Site. The Contractor shall also provide at his own cost any additional accommodation

outside the Site required by him for the purpose of the Works.

Time for Completion

39. Subject to the requirement in the Contract as to completion of any sections of Works before completion of the whole, the whole of the Works shall be completed, in accordance with the provisions of the clause 46 hereof, within the time stated in the contract calculated from the last day of the period named in the appendix to the Tender as that within which the Works are to be commenced, or such extended time as may be allowed under clause 42 hereof.

Extension of Time for completion

40. Should the amount of extra or additional work of any kind or cause of delay referred to in these conditions, or exceptional adverse climatic conditions or other special circumstances of any kind whatsoever which may occur, other than through a default of the Contractor, be such fair to entitle the Contractor to an extension of time for the completion of the Works, the Engineer shall determine the amount or such extension and shall notify the Employer and the Contractor accordingly, provided that the Engineer is not bound to take into account any extra or additional Work or other special circumstances unless the contractor has within fifteen (15) days of such Work has been commenced, or such circumstances have arisen, submitted to the Engineer or Engineer's Representative full and detailed particulars of any extension of time to which he may consider himself entitled in order that such submission may be investigated at the time.

No Night or Sunday work

41. Subject to any provision to the contrary contained in the contract, none of the permanent Works shall, save as herein after provided, be carried during the night or on Sundays, if locally recognised as days of rest, or their recognised equivalent without the permission in writing of the Engineer or Engineer's Representative and the local authority.

Rate of Progress

42. If for any reason which does not entitle the Contractor to an extension of time, the rate of progress of the Works or any section is at any time in the opinion of the Engineer too slow to ensure completion by the prescribed time or the extended time for completion, the Engineer shall so notify the Contractor in writing and the Contractor shall thereupon take such steps as are necessary and the Engineer may approve to expedite progress so as to complete the Works or such section by the prescribed time or Extended time. The Contractor shall not be entitled to any additional payment for taking such steps. If, as a result of any notice given by the Engineer under this clause, the Contractor shall seek Engineer's permission to do any Work at night or on Sundays, if locally recognised as days of rest, or their locally recognised equivalent, such

permission shall not be unreasonably refused.

Liquidated Damages for Delay

43. If the Contractor shall fail to achieve completion of Work either in whole or part within the time prescribed in clause 41 hereof, then the contractor shall pay to the Employer the sum stated in the Appendix as liquidated damages for such default for every day or the part of the day which shall elapse between the time prescribed by the clause 41 hereof and the date of certified completion of the Works. The Employer may, without prejudice to any other method of recovery deduct the amount of such damages from any monies in his hands, due or which may fall due to the Contractor. The payment or deduction of such damages shall not relieve the contractor from his obligation to complete the work, or from any of his obligations and liabilities under the Contract.

Certificate of Completion of works

44.1 When whole of the Works have been substantially completed and have satisfactorily passed any final test that may be prescribed by the Contract, the contractor may give a notice to that effect to the Engineer or the Engineer's Representative accompanied by an undertaking to finish any outstanding Work during the period of Maintenance. Such notice and undertaking shall be in writing and shall be deemed to be a request by the Contractor for the Engineer to issue a certificate of Completion in respect of the Works. The Engineer shall within thirty days of the date of delivery of such notice either issue to the Contractor, a certificate of completion stating the date on which, in his opinion, the Works were substantially completed in accordance with the contract or give instructions in writing to the Contractor specifying all the Work which, in the Engineer's opinion, requires to be done by the contractor of any defect in the Works affecting substantial completion that may appear after such instructions and before the completion of the works specified therein. The Contractor shall be entitled to receive such certificate of Completion within twenty-one days of completion to the satisfaction of the Engineer of works so specified and making good any defects so noticed.

45.2 Similarly, in accordance with the procedures set out in sub-clause (1) of this clause, the Contractor may request and the Engineer shall issue a Certificate of Completion in respect of :

A. any section of the Permanent Works in respect of which a separate time for completion is provided in the Contract and

B. any substantial part of the Permanent Works, which has been both completed to the satisfaction of the Engineer and occupied or used by the Employer.

45.3 If any of the permanent Works shall have been substantially completed and shall have satisfactorily passed any final test that may be prescribed by the Contract, the Engineer may issue a Certificate of Completion in respect of that part of the Permanent Works before Completion of the whole of the Works and, upon the issue of such Certificate, the Contractor shall be deemed to have undertaken to Complete any outstanding work in that part of the Works during

the period of Maintenance.

45.4 Provided always that a Certificate of Completion given in respect of any section or part of the permanent works before completion of the whole shall not be deemed to certify completion of any ground or surfaces requiring reinstatements, unless certificate shall expressly so state.

MAINTENANCE AND DEFECTS

Definition

46.1 In these conditions the expression:

Period of Maintenance

"Period of Maintenance" shall mean the period of maintenance named in the Appendix to the Tender, calculated from the date of completion of the Works, certified by the Engineer in accordance with clause 47 hereof, or, in the event of more than one certificate having been issued by the Engineer under the said clause, from the respective dates so certified and in relation to the Period of Maintenance the expression "the Works" shall be construed accordingly.

Execution of work of repair

46.2 To the intent that the Works shall at or as soon as practicable after the expiration of the Period of Maintenance be delivered to the Employer in the condition required by the Contract, fair wear and tear accepted to the satisfaction of the Engineer, the Contractor shall finish the work if any outstanding at the date of the completion as certified under clause 46 hereof, after such date and shall execute all such work of repair, amendment, reconstruction, rectification, and making good defects, imperfections, shrinkages or other faults as may be required of the Contractor in writing by the Engineer during the Period of Maintenance, or within fourteen days of its expiration, as a result of an instruction made by or on the behalf of the Engineer prior to its expiration.

Cost of execution of work or repair etc.

46.3 All such work shall be carried out by the Contractor at its own expense if the necessity thereof shall, in the opinion of the Engineer, be due to the use of materials or workmanship not in accordance with the Contract, or to neglect or failure on the part of the Contractor to comply with any obligations, expressed or implied, on the Contractor's part under the contract. If, in the opinion of the Engineer, such necessity shall be due to any other cause, the value of such work shall be ascertained and paid for as if it were additional work.

Remedy on Contractor's failure

46.4 If the Contractor shall fail to do any such work as aforesaid required

by the Engineer, the Engineer shall be entitled to employ and pay other persons to carry out the same and if such work is which, in the opinion of the Engineer, the Contractor was liable to do at his own expense under the Contract, then all expenses consequent therein or incidental to work required shall be recoverable from the contractor by the Employer, or may be deducted by the Employer from any monies due or which may become due to the Contractor.

Contractor to search

46.5 The Contractor shall, if required by the Engineer in writing, search under the directions of the Engineer for the cause of any defect, imperfection or faults appearing during the progress of the Works or in the period of Maintenance. Such defects, imperfections or faults for which, the contractor in searching as aforesaid is not responsible, the cost shall be borne by the Employer. If such defect, imperfections or faults shall be one for which the Contractor is liable as aforesaid, the cost of the work carried out in searching as aforesaid, shall be borne by the Contractor and he shall in such case repair, rectify and make good such defect, imperfection or fault at his own expense in accordance with the provision of clause 47 hereof.

Payment withheld

47. The Engineer may withhold or on account of a subsequently discovered evidence nullify the whole or a part of any Certificate to such extent as may be necessary in the opinion to protect the employer from loss on account of :

47.1 Defective work not remedied

47.2 Failure of the Contractor to make payments properly to sub-contractors for materials or labour or to Contractor's Employees / workmen or failure to discharge any other obligations under applicable laws.

47.3 A reasonable doubt that the Contract cannot be completed in the balance time.

47.4 Damages to another Contractors or sub- contractor's work.

47.5 Claims filed or reasonable evidence indicating probable filing of claims.

When the above grounds are removed payment shall be made for amounts withheld because of them.

ALTERATIONS, ADDITIONS AND OMISSIONS

Variation

48.1 The Engineer shall make any variation of the form quality or quantity of the Works or any part thereof that may, in his opinion, be necessary and for that purpose, or if for any other reason it shall, in his opinion be desirable, he

shall have power to order the Contractor to do and the contractor shall do any of the following :

- A. increases or decrease the quantity of any work included in the Contract at no variation in rates.
- B. omit any such work at no variation in rate.
- C. change the character or quality or kind of any such work.
- D. change the levels, lines, position and dimensions of any part of the works at no variation in rates and
- E. execute additional work of any kind necessary not included in the contract, for the completion of the works and no such variations shall in any way vitiate or invalidate the contract, but the value if any, of all such variations shall be taken into account in ascertaining the amount of the Contract Price.

Order for variation to be in writing.

48.2 No such variations shall be made by the Contractor without an order in writing of the Engineer. Provided that no order in writing shall be required for increase or decrease in the quantity of any work where such increase or decrease is not the result of an order given under this clause, but is the result of the quantities exceeding or being less than those stated in the Bill of Quantities. Provided also that if for any reason the Engineer shall consider it desirable to give any such order verbally, the Contractor shall comply with such order any confirmation in writing of such verbal order given by the Engineer, whether before or after the carrying out of the order, shall be deemed to be an order in writing within the meaning of this clause. Provided further that if the Contractor shall within seven days confirm in writing to the Engineer and such confirmation shall not be contradicted in writing within fourteen days by the Engineer, it shall be deemed to be an order in writing by the Engineer.

Valuation of Variation

49.1 All extra or additional work done or work omitted by order of the Engineer shall be valued at the rates and prices set out in the contract if, in the opinion of the Engineer, the same shall be applicable. If the Contract does not contain any rates or prices applicable to the extra or additional work, then suitable rates and prices shall be agreed upon between the Engineer and Contractor. In the event of disagreement the Engineer shall fix such rates or prices as shall, in his opinion, be reasonable and proper. Rate for non-tendered and non -derivable items will be arrived on the basis of actual cost of materials and labour plus 20% towards overhead and profits.

Power of Engineer to Fix Rates

49.2 Provided that if the nature or amount of any omission or addition relative to the nature or the amount of the whole of the works or to any part thereof shall be such that, in the opinion of the Engineer, the rate or price

contained in the contract for any item of the works is, by reason of such omission, substitution or addition, rendered unreasonable or inapplicable, then a suitable rate or price shall be agreed upon between the Engineer and the Contractor. In the event of disagreement the Engineer shall fix such order rate or price as shall in his opinion, be reasonable and proper having regard to the circumstances. The Engineer's rate and decision shall be final.

Provided also that no increase or decrease under sub-clause (1) of this clause or variation of rate or price under sub-clause (2) of this clause shall be made unless, as soon after the date of the order as it is practicable and in the case of additional or extra work, before the commencement of the work or as soon after the date of the order as it is practicable and, in the case of additional or extra work, before the commencement of the work or as soon thereafter as is practicable, notice shall have been given in writing by the contractor to the Engineer of his intention to claim extra payment or a varied rate or price or

Claims

49.3.1 The contractor shall send to the Engineer's Representative once every month an account giving particulars as full and detailed as possible, of all claims for any additional payment to which the Contractor may consider himself entitled and of all extra or additional work ordered by the engineer which he has executed during the preceding month.

PLANT, TEMPORARY WORKS AND MATERIAL

Plants etc. Exclusive use for the works

50.1.1 All Constructional Plant, Temporary Works and materials provided by the contractor shall, when brought on to the Site, be deemed to be exclusively intended for the execution of the Works and the Contractor shall not remove the same or any part thereof, except for the purpose of moving it from one part of the Site to another, without the consent, in writing, of the Engineer.

Removal of plant etc.

50.2 Upon completion of the Work the Contractor shall remove from the Site all the said Constructional Plant and Temporary works remaining thereon and any unused materials provided by the Contractor with the written permission of the Engineer.

Employer not liable for damage to plant etc.

50.3 The Engineer shall not at any time be liable for the loss of or damages to any of the said Constructional Plant, temporary works or materials etc.

Approval of Materials etc. not implied

51. The operation of clause 51 hereof shall NOT be deemed to imply any approval by The Engineer of the materials or other matters referred to therein nor shall it prevent the rejection of any such materials at any time by the Engineer.

MEASUREMENT

Quantities

52. The quantities set out in the Bill of Quantities are the estimated quantities of the work, but they are not to be taken as actual and correct quantities of work to be executed by the Contractor in the fulfillment of his obligations of the Contract. Any error in description / in quantity / omission shall not vitiate the Contract and shall be treated as a variation. The Employer reserves the right to increase or decrease the quantities.

Works to be measured

53.1 The Engineer shall, except as otherwise stated, ascertain and determine by measurement the value of the Contract or Work in accordance with the Contract. He shall, when he requires any part or parts of the Works to be measured, give notice to the Contractor's authorized agent to assist the Engineer or the Engineer's Representative in making such measurement, and shall furnish all particulars required by either of them. Should the Contractor not attend, or neglect or omit to send such agent, then the measurement made by the Engineer or approved by him shall be taken to be measured by the records and drawings, the Engineer's Representative shall prepare records and drawings month by month of such work, they shall nevertheless be taken to be correct and no claim shall be entertained whatsoever.

Measurements for bill

53.2 All Works completed and to be measured and included in Contractor bills shall be only those items completed in full in any particular area, room or building as may be decided by the Engineer. Partial completion shall not be included in Contractor bills and shall not be paid for unless specifically agreed by the Engineer.

Method of Measurements

54. The Works shall be measured according to the Standard mode of Measurement of CPWD, for items not covered by CPWD, by the I.S.I. Mode of Measurement, except where specifically described or prescribed in the contract.

PROVISIONAL SUMS

Definition of "Provisional"

55.1 "Provisional Sum" means a sum included in the Contract and so designated in the quantities for the execution of Work or the supply of some" goods, materials or services or for contingencies, which sum may be used, in whole or in part, or not at all, at the direction and discretion of the Engineer. The Contract Price shall include only such amounts in respect of the work, supply or services to which such provisional sums relate as the Engineer shall approve or determine in accordance with this Clause.

Use of Provisional Sums

55.2 In respect of every provisional sum the Engineer shall have power to order :

A. Work to be executed, including goods, materials or services to be supplied by the Contractor. The Contract Price shall include the value of such work executed or such goods, materials or services supplied determined in accordance with clause 50 hereof.

B. Work to be executed or goods, materials or services to be supplied by a nominated sub-contractor as hereinafter defined. The sum to be paid by the Contractor therefore shall be determined and paid in accordance with clause 57 (4) hereof.

C. Goods and materials to be purchased by the contractor. The sum to be paid to the Contractor therefore shall be determine and paid in accordance with clause 57 (4) hereof.

Production of Vouchers etc.

55.3 The Contractor shall, when required by the Engineer, produce all quotations invoices, vouchers and accounts or receipts in connection with expenditure in respect of Provisional Sums.

NOMINATED SUB-CONTRACTORS

Definition of "Nominated Sub-contractors"

56.1 All specialists, merchants, tradesmen and others executing any work or supplying any goods, materials or services for which Provisional Sums are included in the Contract, who may have been nominated or selected or approved by the Employer or the Engineer, and all persons to whom by virtue of the provision of the contract the Contractor is required to sub-let any work shall, in the execution of such work or the supply of such goods, materials or services, be deemed to be sub-contractors employed by the Contractor and are referred to in this Contract as "Nominated Sub-Contractors".

Nominated Sub-contractors approval

56.2 The Contractor shall be required by the Employer or the Engineer or be deemed to be under obligation to employ any nominated sub-contractor approved by the Employer.

A. that in respect of work, goods, materials or services the subject of the Sub- Contract, the nominated Sub-Contractor will undertake the Contractor like obligations and liabilities as are imposed on the Contractor by the Employer by the terms of the Contract and will save harmless and indemnify the Contractor and Employer from and against the same and from all claims, proceeding, damages, costs, charges and expenses whatsoever arising out of or in connection therewith, any failure to perform such obligations or to fulfill such liabilities and

B. that the Contractor will indemnify the Employer from and against any negligence by the nominated sub-contractor, his agents, workmen and servants and from and against any misuse by him or them of any constructional plant or temporary work provided by the Contractor / Employer for the purpose of the Contract and from all claims as aforesaid.

Co-ordination of work

56.3 At the commencement of the work, and from time to time the Contractor shall confer with the nominated sub-contractors persons engaged on separate contracts in connection with the work, and with the Architect / Consultant / Engineer for the purpose of the co-ordination and execution of various phases of the work. The contractor shall ascertain the sub- contractor persons engaged on separate contracts in connection with the works, the extent of all chasing, cutting and forming of all openings, holes, grooves etc. as may be required to accommodate the various services, the Contractor shall ascertain the routes of all services and positions of all floor outlets, traps etc. in connection with the installation of plant and arrange for the construction of the work accordingly. The breaking and cutting of complete work must be avoided.

Payments to Nominated Sub-contractors

56.4 For all work executed or goods, materials, or services supplied by any nominated sub- contractor, they shall be included in the Contract Price :

A. the actual price paid or due to be paid by the Contractor, on the direction of the Engineer, and in accordance with the Sub-Contract;

B. the sum, if any, entered in the Bill of Quantities for labour supplied by the Contractor in connection therewith, or if ordered by the Engineer pursuant to clause 55 (2) (b) hereof, as may be determined in accordance with Clause 49 hereof ;

C. in respect of all other charges for T.P overheads and profit, a sum being a percentage rate of the actual price paid or due to be paid calculated where provision has been made in the Bill of Quantities for a rate to be set against the

relevant provisional sum, at the rate inserted by the Contractor against that item or , where no such provision has been made, at the rate inserted by the Contractor in the Appendix.

Certification of payments to Nominated Sub-contractors

56.5 Before issuing, under Clause 57 hereof, any certificate which includes any payment in respect of war done or goods, materials, services supplied by any nominated sub-contractor, the Engineer shall be entitled to demand from the Contractor reasonable proof that all payments, less retentions, included in previous certificates in respect of the previous certificates in respect of the work or goods, materials or services of such nominated sub-contractor have been paid or discharged by the Contractor, in default whereof the Contractor shall.

A. inform the Engineer in writing that he has reasonable cause for withholding or refusing to make such payments and

B. produce to the Engineer reasonable proof that he has so informed such nominated sub-contractor in writing.

The Employer shall be entitled to pay to such nominated sub-contractor and to the Employees of the Contractor direct, upon the certificates of the Engineer, all payments, less retention, provided for in the Sub-Contract, which the Contractor has failed to make to such nominated sub- contractor and to the Employees of the Contractor and to deduct by way of set off the amount so paid by the Employer from any sums due to which may become due from the Employer to the Contractor.

In respect all other charges for T.P. overheads and profit, a sum being a permanent rate of the actual price paid or due to be paid calculated, where provision has been made in the Bill of Quantities for a rate to be set against the relevant Provisional Sum, at the rate inserted by the Contractor against or, where no such provision has been made, at the rate inserted by the Contractor in the Appendix.

Assignment of Nominated Sub-Contractors obligations

56.6 In the event of nominated Sub-Contract, as herein before defined, having undertaken towards the contract in respect of the work executed, or the goods, material or services supplied by such nominated sub-contractor, any continuing obligation extended for a period exceeding that of the Period of Maintenance under the contract, the Contractor shall at any time, after the expiration of the Period of Maintenance, assign to the Employer's benefit of such obligation for the unexpired duration thereof.

CERTIFICATES AND PAYMENTS

57.1 Unless otherwise provided, payments shall be made at monthly intervals in accordance with the conditions set out in the part II in the clause 58.

Advances on Constructional Plant and Material

57.2 Where advances are to be made by the Employer to the Contractor in respect of Constructional Plant and materials, the conditions of payment and repayment shall be as set out in part II in the clause numbered 58.

Approval only by Maintenance Certificates

58. No Certificate other than the Maintenance Certificates referred to in clause 60 hereof shall be deemed to constitute approval of the works.

Maintenance Certificate

59.1 The Contract shall not be considered completed unless a Maintenance Certificate shall have been signed by the Engineer and delivered to the Contractor stating that the works have been completed and maintained to his satisfaction. The Maintenance Certificate shall be given by the Engineer within twenty-Six days after the expiration of the period of Maintenance, or if different periods of Maintenance shall become applicable to different sections or the parts of the work, the expiration of the latest such period, or as soon thereafter as any works ordered during such period, pursuant to clause 47 hereof, shall have been completed to the satisfaction of the Engineer and full effect shall be given to this clause, notwithstanding any previous entry on the works or the taking possession, working or using thereof or any part thereof by the Employer. Provided always that the issue of the Maintenance Certificate shall be a precondition to payment to the contract of the second portion of retention money in accordance with the Appendix.

Cessation of Employer's Liability

59.2 The Employer shall not be liable to the Contractor for any matter or thing arising out of or in connection with the Contractor or the execution of the Works. Unless the Contractor shall have made a claim in writing in respect of the Maintenance Certificate under this Clause.

REMEDIES AND POWERS

Default of Contractors

60.1 If the Contractor shall become bankrupt, or have a receiving order made against him or shall present his petition in bankruptcy, or shall make an arrangement with or assignment in favor of his creditors or shall agree to carry out the contract under a committee of inspection of his creditors of, being a corporation, shall go into liquidation (other than a voluntary liquidation the purposes of amalgamation or reconstruction), or all the contractor shall assign the contract, without the consent in writing or the Employer first obtained, or shall have an execution levied on his goods, or if the Engineer shall certify in writing to the Employer that in his opinion the Contractor:

- A. has abandoned the Contractor
- B. without reasonable excuse has failed to commence the works or was suspended the progress of the works for twenty-Six days after receiving from

the Engineer written notice to proceed, or

C. has failed to remove materials from the site or to pull down and replace the work within twenty-Six days after receiving from the Engineer written notice that the said materials or work had been condemned and rejected by the Engineer under these conditions: or

D. despite previous warnings by the Engineer, in writing, is not executing the works in accordance with the contract, or is persistently or flagrantly neglecting to carry out his obligations under the Contractor.

E. has, to the detriment of good workmanship or in defiance of the Engineer's Representative's instructions to the contrary, sub-let any part of the contract.

Then the Employer may, after giving fourteen days notice in writing to the Contractor, enter upon the site and the works and expel the Contractor therefrom without thereby voiding the Contract, or releasing the contractor from any of his obligations or liabilities under the contract, or effecting the rights and powers conferred on the Employer or the Engineer by the Contract, and may himself complete the works or may employ any other contractor to complete the works. The Employer or such other contractor may use for such completion so much of the Constructional Plant, Temporary Works and unused materials and apply the proceeds of sale in or towards the satisfaction of any sums due or which may become due to him from the Contractor under the Contract.

Valuation at date of Forfeiture

60.2 The Engineer shall, as soon as may be practicable after any such entry and explosion by the Employer, fix and determine parts, or by or after reference to the parties, or after such investigation or enquiries as he may think fit to make or institute, and shall certify what amount, if any, had at the time of such entry and expulsion been reasonably earned by or would reasonably accrue to the Contractor in respect of work then actually done by him under the Contract and the value of any of the said unused or partially used materials, any Constructional Plant any Temporary works.

Payment after Forfeiture

60.3 If the Employer shall enter and expel the Contractor under this clause, he shall not be liable to pay to the contractor any money on account of the Contract until the expiration of the Period of Maintenance and thereafter until the costs of execution and maintenance, damages for delay in completion, if any, and all other expenses incurred by the Employer have been ascertained and the amount thereof certified by the Engineer. The Contractor shall then be entitled to receive only such sum or certify would have been payable to him after amount shall exceed the sum which would have been payable to the Contractor on due completion by him, then the Contractor shall, upon demand, pay to the Employer the amount of such excess and it shall be deemed a debt due by the Contractor to the Employer and shall be recoverable accordingly.

Urgent Repairs

61.0 If by reason of any accident, or failure, or other event occurring to the connection with the works, or any part thereof, either during the execution of the works, or during the period of maintenance, any remedial or other work or repair shall, in the opinion of the Employer or the Engineer's Representative, be urgently necessary for the safety of the works and the Contractor is unable or unwilling at once to do such work or repair, the Employer carry out such work repair as the Engineer or the Engineer's Representative may consider necessary. If the work or repair so done by the Employer is work which, in the opinion of the Engineer, the Contractor was liable to do so at his own expense under the contract, all expenses properly incurred by the Employer in so doing shall be recoverable from the contractor by the Employer from any monies due or which may become due to the Contractor. Provided always that the Engineer or the Engineer's Representative, as the case may be, shall, as soon after the occurrence of any emergency as may be reasonably practicable notify the contractor thereof in writing.

Payment if Contract is terminated

62.0 If the Contract shall be terminated, the Contractor shall be paid by the Employer, in so far as such amounts or items shall not have already been covered by payments on account made to the Contractor, for all work executed prior to the date of termination at the rates and prices provided in the Contract and in addition:

A. The amounts payable in respect of any preliminary items, so far as the work or service compared therein has been carried out or performed, and a proper proportion as certified by the Engineer in writing of any such items, the work or service in which has been partially carried out or performed.

B. The cost of materials or goods reasonably ordered for the works which shall have been delivered to the Contractor at site or of which the Contractor is legally liable to accept delivery for works being fabricated off site, or property goods ordered in both cases where due prior notice has been given to the Engineer, in writing, such materials or goods becoming the property of the Employer upon such payments being made by him.

C. A sum to be certified by the Engineer in writing being the amount of any expenditure reasonably incurred by the Contractor in the expectation of completing the whole of the works insofar as such expenditure shall not have been covered by the payments in this sub- clause before mentioned.

D. On any account, if the Contract is terminated by Employer, no liquidity damages shall be payable on remaining portion of the contract or loss on account of premature termination. In such a case, the contractor, will be entitled to remove his material/equipment only after setting the account in full and final

with Employer and in case of delay in removal of the material equipment due to inability of the Contractor to settle the account with Employer, no rent shall be payable by Employer to contractor for the period of delay.

Provided always the against any payments due from the Employer under this sub-clause, the Employer shall be entitled to be credited with any outstanding balances due from the contractor for advances in respect of Constructional Plant and materials and any other sums which at the date of termination were recoverable by the Employer from the Contractor under the terms of the contract.

E. The Contract shall be deemed to have been terminated if the Contractor is issued a notice in this regard or the works are awarded to other agencies or Contractors.

SETTLEMENT OF DISPUTES

Settlement of disputes Arbitration

63.0 If any dispute or difference of any kind whatsoever shall arise between the Employer and the Contractor or the Engineer and the Contractor in connection with, or arising out of the Contract, or the execution of the Works, whether during the progress of the works or after their completion and whether before or after the termination abandonment or breach of the Contract, it shall, in the first place, be referred to and settled by the Architect / Consultant who shall, within a period of ninety days after being requested by either party to do so give written notice of his decision to the Employer and the Contractor. Subject to arbitration as hereinafter provided, such decision in respect of every matter so referred shall be final and binding upon the employer and the Contractor shall forthwith be given effect to by the Employer and by the Contractor and who shall proceed with the execution of works with all due diligence whether he or the Employer requires arbitration, as hereinafter provided, or not. If the ARCHITECTS given written notice of his decision of Employer and the Contractor and no claim to arbitration has been communicated to him by either the Employer and the Contractor within a period of ninety days from receipt of such notice, the said decision shall remain final and binding upon the Employer and the Contractor. If the ARCHITECTS shall fail to give notice of his decision, as aforesaid, within a period of ninety days after being requested as aforesaid, or if either the Employer or the contractor be dissatisfied with any such decision, then and in any such case either the Employer or the within days of expiration of the first-named period of ninety days, as the case may be, require that the matter or matters in dispute be referred to arbitration as hereinafter provided. All disputes or differences in respect of which the decision, if any, of the ARCHITECTS has not become final and binding as aforesaid shall be finally settled under the Rules of Conciliation and Arbitration of the Indian Arbitration Act, 1940 by one or more arbitrators appointed under such Rules. The said arbitrator shall be the Managing Director or any other Director nominated by the Employer for arbitration. The said arbitrator shall have full power to open up, revise and review any decision, opinion, direction, certificate or valuation of the ARCHITECTS. Neither party shall be limited in the proceedings before such arbitrator to the evidence or

arguments put before the ARCHITECTS for the purpose of obtaining his said decision. No decision given by the ARCHITECTS in accordance with the foregoing provisions shall disqualify him from being called as a witness and giving evidence before the arbitrator on any matter whatsoever relevant to the dispute or difference referred to the arbitrator as aforesaid. The arbitrator shall not enter on the completion of the work unless with the Contractor, provided always that the obligations of the Employer, the ARCHITECTS and the Contractor shall not be altered by reason of the arbitration being requested during the progress of the Works.

NOTICES

Service of Notice on Contractor

64.1 All certificates, notices or written order to be given by the Employer or by the Engineer to the Contractor under the terms of the Contract shall be served by sending by posts to or delivering the same to the Contractor's principal place of business / work site or such other address as the Contractor shall nominate for this purpose.

Service Notices on Employer or Engineer

64.2 All notice to be given to the Employer or to the Engineer under the terms of the Contract shall be served by sending by post or delivering the same to the respective address nominated for that purpose in part II of these conditions.

Changes or Address

64.3 Either party may change a nominated address to another address in the country where the works are being executed by prior written notice to the other party and the Engineer may do so by prior written notice to both parties.

64.4 Any such notice sent by one party to the other by prepaid registered post shall be deemed to have been received by the addresses on the expire of four days from the date of its disptach whether the same has in fact been received.

65.0 TERMINATION OF CONTRACT BY CONTRACTOR

65.1 In the event of the Employer :-

Default of Employer

A. Failing to pay to the Contractor the amount due under any certificate of the Engineer within sixty days after the same shall have become due under the terms of the Contract, subject to any deduction that the Employer is entitled to make under the Contract, or

B. Refusing any required approval to the issue of any such certificate,

within 90 days or presentation of bills, or clarifications requested etc.

C. Becoming bankrupt or, being a company, going into liquidation, other than for purpose of a scheme or reconstruction or amalgamation, or

The Contractor shall be entitled to terminate his employment under the Contract after giving thirty days prior written notice to the Employer, with a copy to the Engineer.

The Contractor shall be entitled to terminate his employment under the Contract after giving thirty days prior written notice to the Employer, with a copy to the Engineer.

65.2 Upon the expiry of the thirty days notice referred to in sub-clause (1) of this clause, the Contractor shall, notwithstanding dispatch, remove from the site all Constructional Plant brought by him thereon.

65.3 In the event of such termination the Employer shall be under the same obligations to the Contractor in regard to payment as if the Contract had been terminated under the provisions of Clauses 64 hereof.

PART II - SPECIAL CONDITIONS / SPECIFICATIONS

Notwithstanding anything stated in the tender conditions in the Tender documents, the following conditions will govern, and will take Precedence:

A. CEMENT AND STEEL :

1. Cement, reinforcement steel & Porotherm bricks will be supplied by the Contractor
2. Procurement of structural steel, roofing sheet and all other building materials will be the Contractor's responsibility. Contractor to include in his rates, the Weight tolerance in Structural steel. Payment will be made only based on section Standard Weights.
3. The following conditions will apply in respect of structural steel work :

a) The steel work fabricated and erected will be measured on the basis of DOD list applying standard unit Weights. The area of Gussets and plates will reckoned at the area of the smallest rectangle enclosing the same, without deducting for skew cuts.

A quantity of 3% of the calculated Weight of the steel work will be added towards bolts, nuts, welding electrodes and connections. Holding down bolts will be separately measured and paid for.

b) The rates quoted for steel work are firm and no variation in quoted rates will apply.

c) The structural steelwork will have to be fabricated as per the drawings of the Architects and in accordance with the relevant IS Codes.

d) In respect of structural steel section, the Architects at their sole discretion and without setting a precedence may allow use of substitute sections.

B) WATER AND POWER :

Contractor has to make his own arrangements for water and Power Supply for his work.

C) TIME OF COMPLETION :

Time is allowed for carrying out the works will be **100 days** from date of written orders to the successful tenderer. This period is all-inclusive and no extra time for mobilization etc., is contemplated. Time is to be the essence of the contract. The completion period is inclusive of monsoon season and inclement whether.

D) **SALES TAX AND EXCISE DUTY :**

a) The rate quoted should be inclusive of all taxes, Sales Tax and Excise duty, Services Tax etc.

E) **ESI AND PF :**

ESI for labourers deployed on site, for construction, if applicable will be to Contractors account. However the contractor shall have the option to pay ESI amount to the appropriate authorities in time under the employer's code number.

PF shall be paid directly by contractor and in-demnify the employer from any claims.

F) **RETENTION AMOUNT AND PAYMENT :**

a) The retention amount will be calculated at 5% of the bill value. 50% of this will be released on virtual completion and the balance after the defects liability period of one year. In lieu of cash retention, a Bank Guarantee will be accepted.

G) **LABOUR ACT PROVISION :**

Contractors are to follow all contract labour act provisions.

H) **QUALITY OF WORK :**

Quality of work should be first class and should conform to latest IS Codes appended in the tender. The decision of the Architects in this regard will be final.

I) **LUMPSUM :**

Employer shall have the option to award the contract on Lumpsum basis to the successful bidder based on the drawing to be frozen within 15 days from the award of LOI.

Part III - ADDITIONAL CONDITIONS

The following shall be read in conjunction with and construed in reference to and in context of the General Conditions herein before contained and the requirement to be fulfilled without any extra charges and the Tenderer shall take all these into account While quoting his rates.

A. GENERAL

Application of Specifications

1. This specification reforms part of the contract and shall be read in conjunction with other documents forming the contract, viz., the General Conditions of Contract, Special Conditions, Tender Form, Bill of Quantities and Drawings.

Work Included

2. The rates for all items must cover the cost of all materials, labour, tools, machinery, plant, pumps, explosives, scaffolding, staging, shores, props, bamboos, ropes, templates, pegs and all appliances and operations whatsoever necessary for efficient execution of the work.

Execution of work

3. The Contractor is responsible for the correct execution of work in accordance with the drawings provided to him and for all mistakes due to working to wrong levels or centre lines. When levels, centre lines and bench marks of reference, have been once given to him in writing by the Engineer, it is his responsibility to record, protect and maintain the said marks and to work to the same, and no complaints shall afterwards be admitted for excess work done in consequence of such levels not having been kept up and maintained by the Contractor.

Scope

4. Throughout these specifications, type of materials may be specified by manufacturer's name in order to establish standard of quality and performance and not for the purpose of limiting completion. Unless specifically stated otherwise, the tenderer may assume the phrase "or approved equivalent", except that the burden is upon the Contractor to prove such equality, in writing, subject however the final decision shall be with Architects.

5. Unless specifically mentioned otherwise, all works shall be carried out according to the C.EIG specification latest revisions if not included in the specifications. Matters covered by the specifications given in this contract as a whole shall be covered by the relevant Indian Standard codes of practice and this standard shall govern in respect of design, workmanship, quality and properties of materials and methods of testing. The Indian Standards shall be

taken with reference to the latest version of the Standards. If such a code on particular subject has not been framed, relevant British Standard Code shall be followed.

6. In case the Contractor requires any clarification regarding quality of work, specifications, drawings etc. the Architect / Consultants / Engineer shall be contacted and the decision of the Architect / Consultant shall be final.

Copies of Drawings

7. Two copies of all drawings, the Bill of Quantities and the specification will be furnished free of cost to the Contractor for his own use until the completion of the contract, and shall be accessible at all reasonable times to the Engineer, or their representatives, and shall be returned to the Engineer on completion of the Contract. Any extra copies required by the Contractor shall be supplied by the Engineer on payment. All drawings are to be mounted on boards, and placed in racks and indexed. No drawings are to be rolled.

Setting Out

8. The Contractor shall be set out the works so as to conform to Clause (17) of the Conditions of Contract herein.

Access to Site

9. The Contractor is to include in his rates for forming access to the site with all temporary roads and gangway required for the work.

Access for Inspection

10. The Contractor is to provide at all times during the progress of works and the maintenance period proper means of access, with ladder, gangway, etc. and the necessary attendance to move and adapt as directed for the inspection or measurement of the works by the Engineer or their representatives.

11. Where the Contractor is required to provide materials, of certain sizes or Weights, which may have become out of market due to change over to metric standards, substitutes conforming to the nearest equivalent as approved by the Engineer shall be used. No claim of extra payments shall be entertained on this account.

12. For examination and testing of materials and the work, the Contractor shall make the following available readily in good working condition at site.

13. The layout and alignment and the orientation of the different members of the structural work should be carried out after thoroughly checking the drawings and obtaining clarification if any, from the Architects. The Contractor shall arrange the equipment and instruments in a testing room specially made for the purpose.

14. Large size details shall take precedence over small size drawing. The special dimensions in the specifications or Bill of Quantities or instructions of the Architects shall supersede the drawings. The Contractor shall verify all dimensions at site.

15. The Contractor shall store all materials in proper manner so as to avoid contamination and deterioration. The places at site where materials are to be stored shall be subject to the approval of the Engineer. Should the place where the materials are stored by the Contractor be required by the Employer or the Engineer for any other purposes, the Contractor shall make arrangements to clear the place within such time as may be instructed by the Engineer.

16. Where directed by the project Engineer the Contractor shall provide suitable stones with flat tops and build the same permanently to act as benchmarks. Likewise any other levels or lines or points specifically required by the Engineer shall be built-in. The Contractor shall carefully protect and preserve such important marks during execution of the work.

17. The tests shall be carried out by the Contractor at his own cost in laboratories approved by the Engineer (and as often as he may consider them necessary) testing equipment at site for such tests which are required to be carried out more frequently. The Contractor shall ensure and certify the calibration of the equipment so installed and shall maintain the same in working order throughout the period of construction. The Contractor shall also provide necessary trained staff for carrying out such tests and using such equipment. Tests of materials supplied by Employer shall be carried out by the Contractor as above.

18. The levels, measurements and other information concerning the existing site as shown on the drawing or as described are supposed to be correct by the Contractor shall verify them for himself. No extra claim whatsoever shall be entertained on account of the errors or omissions in such matters or on account of the descriptions turning out to be different.

19. The rates of different items are for all heights, depths and widths unless otherwise specified in the item of Bill of Quantities.

20. The contractor shall provide necessary barriers, warning signals and other safety measures while cutting roads or laying pipe lines etc. or wherever otherwise necessary, so as to avoid accidents. He shall also indemnify the Employer against claims for compensation arising out of negligence in this respect.

21. All soil, filth or other matter of an offensive nature taken out of any trench, sewer, drain cesspool or other place shall not be deposited on the surface, but shall at once be carted away by the Contractor free of charge to some pit or place provided by him as approved by the Engineer.

BUILDING WORK

22. All materials, articles, and workmanship shall be the best of their respective kind for the class of work described in the contract, specifications and Bill of Quantities. All materials shall be subject to the approval of the Engineer. The words best is used in these specifications shall mean that in the opinion of the Engineer, there is no superior quality of material or finish of articles in the market available for the nature of the particular item described in the Contract Schedule. The Architects shall have the power to make the contractor agree to purchase and use such materials of particular make or form particular source as may in his opinion be necessary for proper and reasonable compliance with the specification and execution of the works.

23. The contractor shall allow the use of scaffolding etc. to the other Contractors (if any employed) and inspecting Engineer for the execution of their work improper manner. The Contractor shall not charge such other Contractors for the same.

24. The Contractor shall provide equipment, instruments, labour and such other allied assistance required by the Engineer for measurement of the Work, materials, etc.

Cleaning up and handing over

25. Upon completion of the work all the areas should be cleaned, All floors, doors, windows, surface, etc. shall be cleaned down in manner in which will render the work acceptable to the Employer. All rubbish is removed from the site as it accumulates and area upto ten meters on the other boundaries of the premises will be cleaned by the Contractor as a part of the contract. Upon completion of the project, the Contractor shall hand over to the Employer the following :

- a. Written guarantee and certificates.
- b. Maintenance manuals, if any and
- c. Keys.

SAMPLES AND SHOP DRAWINGS

26 a. After the award of the contract, the contractor shall furnish for the approval of the ARCHITECTS, with such promptness as to cause no delay in his work or in that of any other sub-contractor, samples and shop drawings required by the specifications or by the Architects. Samples shall be delivered as directed by the Architects.

b. A schedule giving dates for the submission of samples shall be included in the Tender. Unless specifically authorized all samples must be submitted for approval within thirty days of signing the contract and not less than one hundred days before the date of particular work involved is scheduled to begin.

c. The ARCHITECTS shall check and approve such samples, with reasonable promptness only for conformity with the design concept of the

project and for compliance with the information in the contract documents. The work shall be in accordance with the approved samples.

27. The Contractor shall provide adequate lighting arrangements as approved by the Engineer for carrying out the works even during night times and also provide all other facilities for the labour employed to carry out the works without any extra charges. Necessary lighting as directed by the Engineer shall also be provided by the Contractor without any extra charges for yard lighting as well as to cover the entire site.

28. The Contractor shall keep the site neat and clean during the execution of work. Any excess earth and debris shall be removed from the site on a daily basis to the complete satisfaction of the Engineer.

29. The Contractor may have to execute the work in shifts to complete the work emphasizes as per schedule for which no extra shall be paid.

30. Within 15 days of the date of award of the work the contractor shall submit a complete work programme including programme for procurement of materials etc. to fit in the phased programme as stipulated, the same shall be got approved by the Engineer. This programme shall be presented as a PERT CHART.

31.a) **Architect:**

The Contractor shall constantly keep on his work during its progress one or patent Engineer-in-charge who will be responsible for the carrying out of the works the true meaning of the drawings, specifications, and Bill of Quantities, Engineer's instructions and directions or instructions given to him by the Engineer shall be deemed to have been issued to the Contractor. Attention is called to the importance of requesting instruction from Engineer before undertaking any work where Engineer's directions or instructions are required. Any such work done in advance of such instructions will be liable to be removed.

b) **Equipment:**

The Contractor shall provide and install all necessary hoists, ladders, scaffoldings, tools, tackles, plants, all transport for labour materials and plant necessary for the proper carrying on execution and completion of the work to the satisfaction of the ARCHITECTS.

c) **Accommodation:**

The Contractor shall provide erect and maintain where directed, simple watertight accommodation for the foreman and the clerk-of-works. This accommodation shall be well lighted and ventilated and provided with windows, doors with a lock and a telephone. The clerk of works accommodation shall be minimum of 100 Sq. ft. and shall have desk, chair and drawers for keeping drawing and tack board for displaying.

Drawings: The accommodation to be demolished when directed.

d) **Watchman:**

The contractor shall make his own security arrangements to guard the site and premises at all times, at his own expenses. The Security arrangement shall be adequate to maintain strict control on the movement.

Material & Labour:

The contractor shall extend the security arrangement to guard the material stored and/or fixed on the premises by the Sub- contractors.

e) **Storage of materials:**

The contractor shall provide erect and maintain proper sheds for the storage and protection of the materials etc. and also for the execution of work, which may be prepared on the site.

f) **Telephone:**

The contractor shall provide a separate telephone for the works and shall pay all charges in connection with the same during the execution of works.

g) **Scaffolding, staging, guardrails:**

The contractor shall provide scaffolding, staging, guardrails, temporary stairs, which shall be required during construction. The support for the scaffolding, staging, guardrails and temporary stairs shall be strong, adequate for the particular situation. The temporary access to the various parts of the building under construction shall be rigid and strong enough to avoid any chance of mishaps. The arrangement proposed shall be subject to the approval of the ARCHITECTS /Engineer.

32. Figured dimensions on drawings shall only be followed drawings to large-scale take precedence over those to 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 etc. But the contractor shall provide at his own cost sufficient labour and materials to cover such wastage laps, joints etc. The levels, measurements 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 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.

33. Before commencement of work, the contractor shall correlate all relevant structural, architectural and services drawings and satisfy himself that the information available therefrom is complete and unambiguous. The specifications are to be read in conjunction with the drawings. The contractor shall be responsible for any error in execution/damage incurred owing to any discrepancy in the drawings, which has been over looked by him and has not been brought to the notice of the Engineer before execution.

34. Contractor to submit design mix for approval. In the event of delay in

obtaining results for approval, the contractor shall carry out concrete work with the cement quantity as directed by the engineer without any additional cost.

35. For all items not specified in the contract the rates for the same shall be settled between the employer and the contractor within four weeks of commencement of such work. The decision of the ARCHITECTS / Engineer shall be final for settlement of such rate.

APPENDIX

(Reference to General Conditions of Contract)

1. Accepting Authority : **INCENT LGD**
2. Retention Money : 5% of the running bills.
3. Repayment of Retention : 50% of retention money shall be paid after certification of final bill and balance after defect liability period of 1 year after the date of completion. In lieu of cash retention, Bank Guarantee is acceptable.
4. Time allowed for execution : **100 days** from date of issue of written orders
5. Defects Liability Period (Maintenance Period) : One year from the date of completion.
6. Interim Bill settlement : 15 days from the date of submission
7. Final Bill settlement : One Month from the date of submission
8. Value of Insurance : 25% over contract value for Contractor's all risk policy to be taken by Contractor at his cost.
9. Value of Third Party Insurance : 1 Lakhs
10. Liquidated Damages : A penalty of 0.5% of contract value per week for late completion beyond the stipulated time of completion will be levied subject to a maximum of 5% of the contract value.

The INCENT LGD, has the powers to take over the site and complete if

the work is not completed by the tenderer in time. The value of the balance work executed as per agreement and escalation of cost due to delay on the part of the contractor will be recovered from the contractor.

11. Price : Firm and no escalation are allowed.

PRE-QUALIFICATION CRITERIA

Should submit satisfactorily completed work details as per following during the last three years ending 31st December 2022:

- I) Three similar works as prime Interior Contractor each costing Rs. 60,00,000/ or
- ii) Two similar works as prime Interior Contractor each costing Rs 80,00,000/- or
- iii) One similar work as prime Interior Contractor each costing Rs 1,00,00,000/-

And

The Contractor should have executed at least 1 similar work costing Rs. 60,00,000/- with central government department /Autonomous Bodies/ Central Public Sector Undertakings.

Note: The word similar completed works means Civil & Interior finishes, including Electrical & Mechanical Works for Multi-storeyed Institutional Buildings / Corporate Offices /Research Labs/ Hotels / Super Speciality Hospitals (Individually / aggregate of number of works mentioned in each criteria) and should consist of Civil, structural, Interior Finishing / furnishings, including E&M Systems, etc. incorporating advanced Architectural & E&M design concepts with all modern services / amenities including acoustic performance, etc. (Proof of similar works executed shall be furnished along with photographs / views, duly certified by the client).

SAFETY CODE

1. There shall be maintained in a readily accessible place first aid appliances including adequate supply of sterilized dressings and cotton wool.
2. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
3. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from ground.
4. No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm. (clear) and the distance between two adjacent rungs shall not be more than 30cm. When a ladder is used an extra mazdoor shall be engaged for holding the ladder.
5. The excavation material shall not be placed within 1.5 metres of the edge of the trench or half of the depth of trench whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
6. Every opening in the floor of a building or in a working platform is provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one metre.
7. No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.
8. Workers employed on mixing and handling material such as asphalt, cement mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand-gloves.
9. Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.
10. I) No paint containing lead or lead products shall be used except in the form of paste or ready made paint.
 - ii) Suitable face masks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
11. Overalls shall be supplied by the Contractor to the painters and adequate facilities shall be provided to enable the working painters to wash

during the period of cessation of work.

12. Hoisting machines and tackle used in the works, including their attachments, anchorage and supports shall be in perfect condition.

13 The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects.

GENERAL PREAMBLE TO THE BILL OF QUANTITIES

1. The Bill of Quantities must be read with the Drawings, and the Specification and the tenderer shall be deemed to have examined the Drawings, Specifications, and to have acquainted himself with the Works to be done and the way in which they are to be carried out.

2. Notwithstanding that the work has been sectionalized, every part of it shall be deemed to be supplementary to and complementary of every other part and shall be read with it or into it so far as it may be practicable to do so.

3. The detailed description of work and materials, given in the Specification are not necessarily repeated in the Bill of Quantities.

4. Each individual item in the Bill of Quantities is to be priced or if any items are not priced it is to be indicated under which item or items the value of the work has been included. If the tenderer omits to price an item the cost of the work of such item shall be held to be spread over and included in the prices given for other items. He is not to mark items "included" when the rate is asked for. Exactly similar items in different sections shall be priced similarly.

5. For the sake of convenience the Bill of Quantities is sectionalized to cover one structure or a group of structures.

6. The quantities in Sections of the Bill of Quantities are for the official designs. In case the tenderer quotes for the official designs, payment will be made according to the actual quantities of works ordered and carried out, as measured and valued at the rates and prices quoted in the Bill of Quantities.

7. Unit Rates will be used as basis of payment for schedules and variation orders.

8. Rates and prices set against items are to be the full inclusive value of the finished work shown on the Drawings and/or described in the specification or which can reasonably be inferred there from and are to cover the cost of marking layout of buildings, fixing permanent grid points, establishing bench mark, provision of plant, labour, supervisions, materials, erection, insurance, maintenance, overheads and profits and every incidental and contingent cost and charges whatsoever including all taxes such as turnover tax, Excise duty, customs duty, sales tax, sales tax on works contract and general tax, if any and every kind of temporary work executed or used in connection therewith and all

the Sub Contractor's obligations under the sub contract and all matters and things necessary for the proper completion and maintenance of the Works.

9. The specification is intended to cover the supply of material and the execution of all works necessary to complete the Works. Should there be any details of construction or materials which have not been referred to in the Specification or in the Bill of Quantities and Drawings, but the necessity for which may reasonably be implied or inferred there from or which are usual or essential to the completion of all works in all trades, the same shall be deemed to be included in the rates and prices named by the tenderer in the Bill of Quantities. If there is inconsistency between the Bill of Quantities, Specification or Drawings, the description in the Bill of Quantities shall prevail.

10. The abbreviations used in the Specification and Bill of Quantities shall be read as follows:

IS	-	Indian Standard
BS	-	British Standard
A.S.T.M.	-	American Society for Testing and Materials
A.W.S	-	American Welding Society
mm	-	Millimetre /s
cm	-	centimetre /s
km.	-	kilometre /s
l.m.	-	linear metre /s
r.m	-	running metre /s
gm.	-	gram
kg.	-	kilogramme
N.B.	-	Nominal Bore
Tonne/t/MT	-	metric ton/s (<u>1000</u> Kilogrammes)
n.e.	-	not exceeding
dia.	-	diameter
wt.	-	Weight
sq.cm.	-	square centimetre
incl	-	including

sq.m.	-	square metre
cu.cm.	-	cubic centimetre
cum	-	cubic metre
YST	-	yeild stress
no.	-	number
Drg.No.	-	drawing number
Qty.	-	quantity
E.O.	-	Extra Over
P.C.C.	-	Plain Cement Concrete
R.C.C.	-	Reinforced cement concrete
Rs.	-	rupees
P.	-	paise
L.S.	-	lump sum
P.S.	-	provisional sum
H.T	-	High tensile