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PROJECT BRIEF

The project is to develop a **Shri Sai Samiti Noida** at 64/D2, F-Block, Sector-40, Noida, Gautam Budh Nagar, Uttar Pradesh.

The present work pertaining to this tender consists of **CIVIL, INTERNAL & EXTERNAL FINISHES, PLUMBING & SANITARY, FIRE FIGHTING SYSTEM, ELECTRICAL LOW SIDE, LOW VOLTAGE (ELV) & LANDSCAPE HARDSCAPE WORKS**

Re: NOTICE INVITING TENDER

For Civil, Internal & External Finishes, Plumbing & Sanitary, Fire Fighting System, Electrical Low Side, Low Voltage (ELV) & Landscape Hardscape Works for Proposed School Building at Plot No. – H.S.-02, Sector-02, Greater Noida, Gautam Budh Nagar, Uttar Pradesh.

1. Sealed item rate tenders are invited by Owner **M/S. Shri Sai Samiti Noida**, having its office at **64/D2, F-Block, Sector-40, Noida, Gautam Budh Nagar, Uttar Pradesh.** for the **Civil, Internal & External Finishes, Plumbing & Sanitary, Fire Fighting System, Electrical Low Side, Low Voltage (ELV) & Landscape Hardscape Works for the construction of Proposed SCHOOL BUILDING at Plot No. – H.S.-02, Sector-02, G.Noida, Gautam Budh Nagar, Uttar Pradesh.**

2. **The Site:**
The site is at Plot No. – H.S.-02, Sector-02, G.Noida, Gautam Budh Nagar, Uttar Pradesh.

3. **Description of Work**
Civil, Internal & External Finishes, Plumbing & Sanitary, Fire Fighting System, Electrical Low Side, Low Voltage (ELV) & Landscape Hardscape Works for for Construction of Proposed SCHOOL BUILDING at Plot No. – H.S.-02, Sector-02, G.Noida, Gautam Budh Nagar, Uttar Pradesh. **as per Area Chart mentioned above.**

4. **Schedule of Work**
The date of commencement of the Work shall be from the SEVENTH DAY from the date of issue of letter of intent (LOI) and completion will be within **12 (Twelve) Months (overall) after 7 days of LOI and as per the agreed Milestones.**

5. **Form of Contract:**
Basis per unit price.

6. **Bid documents:**
Tenderers are advised to go through all the documents in connection with this contract carefully. You are requested to keep this information to yourself in the interest of the project. Tenders **(soft copy)** shall be issued **ONLINE** on **20.11.2026 (official website of Shri Sai Samiti Noida: https://saimandirnoida.in/**.) from the office of the Consultant, **M/s. Dev Raj Goel (General Secretary) Mo. 9205078330/** Sh. Brij Lal Garg Mob. 9811207857 **through Soft copy only.**

7. **Packing and Submission of Bids:**
Sealed Tenders along with all the documents and the completed BOQ in the form of a Hard copy shall be deposited by the tenderer in the office of Owner M/S. SHRI SAI SAMITI NOIDA, having its office at 64/D2, F-Block, Sector-40, Noida, Gautam Budh Nagar, Uttar Pradesh. **latest by 5:00 PM on 05.12.2026 addressed to Finance Officer, Shri Sai Samiti Noida.**

Completed **BOQs (soft copy in MS Excel form only) along with scanned copy of tender documents** shall be mailed by the tenderer addressed to **Finance Officer, Shri Sai Samiti Noida** on Shrisaisamitisec40noida@gmail.com **by 5:00 PM on 05.12.2026.**

8. **Acceptance/ Rejection of tenders:**
Tenders not accompanied with the EMD in separate envelope shall be rejected and also the tenders that are not properly filled, are mutilated, have pages missing or with incorrect, inaccurate calculations or generally not complying with the conditions will be rejected.

Tenderers should quote their rates with the totals both in figures & in words (English). The total of each page along with carried over figures of the previous page shall be given in ink and signed

by the tenderer. No blank space shall be left. Amounts quoted in words shall be deemed to be correct in case of cuttings or overwriting.

In case of a tender where the prices of any items appear unrealistic, such a tender will be considered as unbalanced. The tender issuing authority reserves the right to call for the rate analysis in such items which are in his opinion, unbalanced and the tenderer is unable to provide satisfactory explanations, the Owner's Representative & Owner reserves the right to disqualify such a tender and forfeiting EMD without prejudice to any other right for failure on part of the tenderer.

If the tender is made by an individual it shall be signed by him and his full name and complete address shall be given. If it is made by a partnership firm it shall be signed in the name of the firm by a partner of the firm who shall sign his own name and give the name and address of each partner of the firm and attach a copy of `Power of Attorney' with the tender authorising him to sign on behalf of the other partners

No alterations, amendments or modifications shall be made by the tenderer in the Notice Inviting Tenders, Instructions to the Contractors, Contract Form, Conditions of the Contract, Drawings and Specification and if any such alterations are made or any special conditions attached, the tender is liable to be rejected without reference to the tenderer.

Canvassing in connection with tender is strictly prohibited and tender submitted by tenderers who resort to canvassing will be liable to rejection.

The acceptance of a tender shall rest with the Owner **(M/S. SHRI SAI SAMITI NOIDA)** or their authorised representative who does not bind itself to accept the lowest tender and reserves to itself the right to reject any or all the tenders received without assigning any reason(s) whatsoever. Non-acceptance of any tender shall not make the Owner or the Owner's Representative liable for compensation or damages.

At any time prior to the Tender submission date the Owner may, for any reason, whether on its own initiative or in response to a clarification requested by a tenderer amend the Tender documents by an Addendum (The "Addendum")

The Addendum will be notified in writing to all Tenderers. Tenderers shall promptly acknowledge receipt thereof to the person issuing the NIT.

The amended clauses and not the relevant unamended clauses of the Tender Documents shall form part of the Tender Document, and that the tender document shall be construed and interpreted accordingly.

Tenders containing uncalled remarks or any additional conditions are liable to EMD forfeiture and rejection.

9. Earnest Money Deposit: (E.M.D)

Earnest Money Deposit of **Rs. 1,50,000/- (Rupees One Lacs Fifty Thousand Only)** in the form of **Demand Draft only** valid for at least **90** days from the date of tender submission, should be submitted along with the Tender. The Demand Draft should be in favour of **M/S. SHRI SAI SAMITI NOIDA**, payable at Noida**,** should be submitted along with the Tender in a separate envelope **marked EMD.**

E.M.Ds of the unsuccessful tenderers will be returned within **90 Days** from the last date stipulated for submission of tender.

E.M.Ds shall be forfeited if the Contractor selected for the work fails to submit the prescribe performance guarantee and sign the prescribed agreement and / or fails to start the work within **SEVEN DAYS** of order to commence the work.

The E.M.Ds of the successful tenderer will be retained by **M/S. SHRI SAI SAMITI NOIDA** and returned to the Contractor upon his furnishing a Bank Guarantee for Performance Bond in an approved format and to the satisfaction of **M/S. SHRI SAI SAMITI NOIDA.**

The EMD shall not bear any interest.

10. PERIOD OF VALIDITY:

The tender shall remain valid for acceptance for a period of **NINETY DAYS** from the last date for submission of the tenders. If any tenderer withdraws his tender before the said period or makes any modifications in terms and conditions of the tender, then the Owner shall be entitled to forfeit the said Earnest Money Deposit by encashment / enforcement of the Demand Draft herein before referred to.

11. INSPECTION OF SITE:

Every tenderer is expected to inspect the site with prior information and approval from Owner's team of the proposed work and acquaint himself with the site conditions, working space available for material / fabrication yards, batching plant, stores, offices and any other contractor's facility, approaches, availability of labour & raw materials, geological and weather conditions etc. before quoting his rates. He must go through all the drawings, specifications and other tender documents. Any further clarifications in the drawings and documents can be had from the Architects at the above-mentioned address. Submission of the tender shall be deemed to be due compliance with this clause. **For Site Visit, contractor to contact Mr. Dev Raj Goel (General Secretary) @ +91-9205078330.**

12. CONFIDENTIALITY AND SECRECY:

a. The tenderer / Contractor acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, data, papers, statements, any business/customer information, trade secrets and process of Owner relating to its business practices in connection with the performance of Services under this Contract or otherwise, is the confidential and proprietary information ("**Confidential Information**") of Owner and the tenderer / Contractor agrees to hold the Confidential Information in strict confidence.

b. The tenderer / Contractor shall ensure that the Confidential Information is not used or permitted to be used in any manner incompatible or inconsistent with that authorized by Owner. The tenderer / Contractor will take all necessary action to protect the Confidential Information against misuse, loss, destruction, alterations or deletions thereof.

c. The tenderer / Contractor shall ensure that all individuals assigned by the Contractor to provide Services under this Contract, shall be made aware of the confidential nature of the Confidential Information. The tenderer / Contractor shall not be absolved from any liability that may arise as a consequence of breach of confidentiality either by the Contractor or any of its employee/s, individual/s, agent/s or representative/s.

d. The tenderer / Contractor acknowledges that in the event of any breach or threatened breach of this clause by the tenderer / Contractor and/or by any individual assigned by the tenderer / Contractor for the performance of the services under this Contract, the tenderer / Contractor shall be liable to pay damages to Owner as may be quantified by Owner. In the event monetary damages are not an adequate remedy, Owner shall be entitled to injunctive relief to restrain the tenderer / Contractor from any such breach, threatened or actual.

e. If the tenderer / Contractor is directed by a court order, subpoena or other legal or regulatory process to disclose any Confidential Information, the tenderer / Contractor shall immediately notify Owner in writing, in sufficient detail immediately upon receipt of such court order, subpoena, legal or regulatory process, in order to permit Owner to make an application for an appropriate protection order (which Owner may pursue at its own expenses). Such notice shall be accompanied by a copy of the court order, subpoena, legal or

regulatory process.

13. This notice inviting tenders will form part of the tender document and the Contract Agreement executed by the successful tenderer.

14. The tenderer is requested to print, sign with company's seal, and attach the NIT with the tender.

15. All the tender documents submitted by the contractor are the property of the Owner and shall remain under the Owner's ownership at all times.

Kind regards,
For & on behalf of **M/S. SHRI SAI SAMITI NOIDA**

(Authorised Signatory)

PLACE: NOIDA
DATE: ……

SIGNATURE OF THE TENDERER
WITH SEAL AND ADDRESS

INSTRUCTIONS FOR FILLING IN THE TENDER FORM

1. Each of the following documents referred to, as Volume I, II & Drawings with their respective contents shall individually and collectively constitute the Tender Document:

VOLUME I	NOTICE INVITING TENDER, TENDER FORM, CONTRACT AGREEMENT, DRAFT FORMATS FOR BANK GUARANTEES, FORMAT FOR DECLARATION OF CURRENT WORKS (ANNEXURE – A), LIST OF DRAWINGS (ANNEXURE – B), GENERAL CONDITIONS OF CONTRACT, SPECIAL CONDITIONS OF CONTRACT, SCHEDULE OF FISCAL ASPECTS, SCHEDULE OF NOMINATED SUB-CONTRACTORS, SCHEDULE OF OWNER SUPPLIED MATERIAL (ANNEX – 1).
VOLUME II(a)	TECHNICAL SPECIFICATIONS WITH PREAMBLE, BILL OF QUANTITIES, LISTS OF APPROVED MAKES FOR CIVIL, STRUCTURE, INTERNAL & EXTERNAL FINISHES, LANDSCAPE HARDSCAPE WORKS FOR PHASE - I.

Technical specifications are the general instructions for carrying out the Work.

2. For the Bill of Quantities, in **VOLUME 2** the rates shall be written (after carefully studying the technical specifications and detailed specifications and drawings) clearly, legibly in figures and in words (English). In case of any doubts, or discrepancy the least quoted figures will be treated as correct. Amounts should be entered after carefully checking up the unit adopted for the item.

3. Drawing as per enclosed list form an integral part of tender and the details shown on the drawings are complementary to the Bill of Quantities and vice versa. Rates quoted must and be deemed to have taken note of all the Drawings, Technical specifications, Detailed Specifications and Bill of Quantities.

4. The Tenderer should certify that he has studied the Work at site and acquainted himself with the position with regard to construction, materials & labour etc. required for the work

5. The Tenderer should submit a declaration disclosing all Work for which he has already entered into contract, the value of work that remains to be executed in each such contract, while submitting the tender and details of any disputes pending in respect of any such contract whether in a court or any other Forum or under discussion / negotiation with the other party to such contracts (Refer - Annexure A: FORMAT FOR DECLARATION OF CURRENT WORKS).

6. Every Tenderer should furnish along with his tender PAN No., an income-tax and GST clearance certificates & brief information regarding the income-tax circle, Ward & the District in which he is assessed by income-tax, the reference No. of assessment and the assessment year, as also details of any attachments, prohibiting orders, proceedings in connection therewith.

7. Every Tenderer should furnish along with his tender the GST Registration Certificate.

8. The Tenderer are to pay the amount of earnest money as specified in the tender notice separately along with the Tender. **Tenders for which earnest money deposit has not been received separately shall be rejected.**

9. Certified copies of Registration Certificate (issued by the Registrar of Companies in case of Company and issued by Registrar of Firms indicating names etc., of all registered partners, incase of Partnership Firm), Partnership Deed and Power of Attorney or Memorandum and Articles of

Company in case of Limited / Private Limited Companies will have to be furnished along with the tender to render the tender eligible for consideration.

10. All Tenderers shall recheck the quantities of the BOQ with respect to the drawings. Should the Tenderer notice any discrepancy or error in any statement made, or quantities or units shown against items, he shall immediately bring to the notice of the Owner's Representative or Architect or both, as the case may be, and obtain clarifications before submitting the tender. The tender shall be recorded as such in the covering letter to the tender, failing which the Owner shall have right to ask the Tenderer to execute the Work according to the statement made or quantities or units shown in the tender, without any extra payment.

11. All pages of tender documents shall be initialed at lower right hand corner or signed wherever required, by the tenderer or by a person holding the power of attorney authorizing him to sign on behalf of the tenderer. Signatures in the tender documents shall be dated as well. All corrections and alterations in the entries of tender papers should be signed in full by the tenderers. Correction with white fluid and overwriting are not permitted.

12. The Tenderer should submit the following additional documents:

a) Complete bar chart worked out based on the required milestones.
b) Site organization chart giving details of all staff to be deployed including names and bio-data of managerial and engineering staff for the execution of this project.
c) A detailed list of plant and machinery and shuttering material etc. proposed for deployment should be submitted along with the offer.
d) A list of Subcontractors (if any) should also be enclosed along with the offer.

13. **NOMINATED AGENCIES / SUB-CONTRACTORS / VENDORS:**

a) The nominated or any other sub-contractors / vendors related to above cited work are part and parcel of the Tenderer therefore the Tenderer shall be responsible for them and co-ordinate & provide the facilities for the nominated sub-contractors / vendors as detailed in Schedule of Nominated Sub-contractors.

b) The execution of waterproofing and anti termite treatment shall be carried out by a firm as mentioned in the schedule of nominated sub-contractors.

c) The Tenderer shall submit along with the bid the names of the nominated sub-contractors with whom they propose the collaborate for the said works, along with the MOU entered with the sub-contractors.

14 The tender of any Tenderer not complying with any of the above instructions 1 to 13 may be rejected.

TENDER FORM

To,
The Finance Officer
M/S. SHRI SAI SAMITI NOIDA
64/D2, F-Block, Sector-40, Noida, Gautam Budh Nagar, Uttar Pradesh..

Dear Sirs,

Sub: Tender for Civil, Internal & External Finishes, Plumbing & Sanitary, Fire Fighting System, Electrical Low Side, Low Voltage (ELV) & Landscape Hardscape Works For Phase - I : Construction of Proposed SCHOOL BUILDING at 64/D2, F-Block, Sector-40, Noida, Gautam Budh Nagar, Uttar Pradesh.

With reference to the tender invited by you for the above-proposed work, I/We write this after having:

a) examined the drawings, technical specifications, detailed specifications to tenders, agreement, the general conditions of contract and special conditions of contract annexed thereto (hereinafter called 'The Contract Documents') relating to construction.
b) visited and examined the site of the proposed work and acquired the requisite information relating to or affecting the tender.

I/We undersigned hereby offer to construct the proposed work in strict accordance with the contract document for the consideration to be calculated in terms of the priced schedule of quantities.

I/We undertake to complete the whole of the works as per the attached schedule from the date of issue of intimation by you that our tender has been accepted and upon being permitted to enter site. I/We further undertake that on failure, subject to the conditions of the contract relating to extension of time, I/We shall pay agreed `Liquidated Damages' for the period during which the work shall remain incomplete.

I/We hereby deposit with you as Earnest money **Rs. 1,50,000/- (Rupees One Lacs Fifty Thousand Only)** [carrying no interest] by means of Banker Demand Draft no. ……. , dated..... in favour of **M/S. SHRI SAI SAMITI NOIDA.** Banker Demand Draft no. ……. ,dated.....valid for 90 days in favour of **M/S. SHRI SAI SAMITI NOIDA,** payable at Noida**,** and I/We agree that this sum shall be forfeited in the event of the Owner accepting my/our tender and I/We fail to take up the contract when called upon to do so.

I/We further agree to the **deduction of 5% from the `Interim Payment' and up to a maximum of 5% of the contract value towards the 'Retention Money',** which will be returned as per the relevant clauses in the agreement.

I/We will furnish the Performance Guarantee Bond as per the approved format .

OUR BANKERS ARE

1.

2.

PLACE :
DATE : **SIGNATURE OF**
TENDERER

NAME OF THE PARTNERS OF THE FIRM
OR
NAME OF THE PERSON HAVING POWER OF ATTORNEY TO SIGN THE CONTRACT

PROFORMA OF CONTRACT AGREEMENT
(To be executed on NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT is made and executed at Noida on this _____day of _____ **2026** amongst:

PARTIES:

(1) **M/S. SHRI SAI SAMITI NOIDA**, a company incorporated under the provision of the companies act 1956 and having their Registered office at **64/D2, F-Block, Sector-40, Noida, Gautam Budh Nagar, Uttar Pradesh**, hereinafter collectively referred to as the **"Owner"** which expression shall, where the context so admits, include the said **M/S. SHRI SAI SAMITI NOIDA**, their respective Boards of Directors, successors in office, successors in interest, administrators and assignees etc..

AND

(2) M/s _____, having its registered office at _____, acting through and by the hands of Sh._____(Name of authorized signatory) _____, _____(Designation)____, duly authorized by the Board of Directors vide resolution dated_____, hereinafter referred to as the **"Contractor",** which expression shall, where the context so admits, include the said M/s. _____, their Board of Directors, successors in office, successors in interest, administrators and assignees etc.

WHEREAS:

M/S. SHRI SAI SAMITI, are the Owner of land situated at **Noida, Uttar Pradesh** and has obtained requisite licenses for development of the said land for Institutional Building;

The Owner being desirous of appointing some contractors to perform various works relating to **Civil, Internal & External Finishes, Plumbing & Sanitary, Fire Fighting System, Electrical Low Side, Low Voltage (ELV) & Landscape Hardscape Works For** including day-to-day supervision of the work pertaining to "**Proposed SCHOOL BUILDING at 64/D2, F-Block, Sector-40, Noida, Gautam Budh Nagar, Uttar Pradesh**", being developed by them on the aforesaid land (hereinafter referred to as the "Work") has issued tenders for such appointment of contractors;

The Contractor has inspected the Site specified in the Tender Documents and its surroundings and has satisfied himself by careful examination before submitting the Tender as to the nature of the surface, strata, soil, sub-soil, and ground, the nature of the Site, local conditions, the quantities, nature and magnitude of the Works, availability of labour and material necessary for execution of Work, the means of access to site, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and things referred to, or implied in the Tender Document or having any connection therewith, and has considered the nature and extent of all probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the Works to be carried out under the Contract Agreement and has examined and considered all other matters, conditions and things and probable and possible contingencies and

generally all matters incidental thereto and auxiliary thereof affecting the execution and completion of the Works;

The contractor has also participated in submission of the tender documents, and the awarded bid of the contractor in the sum of Rs. _____ (Rupees _____), for completion & rectification of such Works till DLP, as are included in the tender (hereinafter referred to as the "Contract Sum"), having been accepted and approved, the parties have decided to reduce the terms and conditions of the contract into writing;

NOW, THEREFORE, THIS CONTRACT AGREEMENT WITNESSETH:

1. That in this Contract Agreement words and expressions shall have the same meanings as are respectively assigned to them under Section Definitions in the General Conditions of Tender Documents issued by the Owner and accepted by the Contractor while submitting his bid.
2. That the Parties hereby execute this Contract Agreement establishing the scope of work, terms and conditions of such services and works mentioned in or referred to in the Tender Documents including General Conditions of Contract, Special Conditions of Contract, Annexures, Specifications, Drawings, Schedule of Rates, Reports, and other documents as called for in the Tender, various minutes of meetings and the correspondence in this connection exchanged between the Parties.
3. That the drawings, the specifications and the priced schedule of quantities have been signed by or on behalf of the parties hereto and the Contractor has agreed to execute the said Works indicated on the said drawings, described in the said specifications and the said priced schedule of quantities at respective rates mentioned in the priced schedule of quantities amounting to the Contract Sum on the Terms and Conditions set forth herein and the supporting documents.
4. That subject to what is specifically recorded herein and in the various communications and minutes of meetings, culminating into the execution of this Contract Agreement, the following documents and the communications exchanged between the parties as are mentioned hereunder form part of and shall accordingly be read and construed as part of this Contract Agreement as amended.

   (i) Notice Inviting Tender
   (ii) Tender Form
   (iii) Contract Agreement and General Conditions of Contract
   (iv) Special Conditions of Contract
   (v) Technical Specifications for Civil, Structure, Internal & External Finishes, Plumbing & Sanitary, Fire Fighting System, Electrical Low Side, Low Voltage (ELV) & Landscape Hardscape Works
   (vi) Priced Bill of Quantities
   (vii) Final Offer & Correspondence submitted dated …….
   (viii) Tender Drawings.
   (ix) Work order no. _____ dated _____ issued by **M/S. SHRI SAI SAMITI NOIDA.**

5. That the term "Architect" in the said conditions shall mean the said **M/s. TPCL** having its registered office at **B-74 Sector-57 Noida**, in the event of their ceasing to be the **Architect** for the purpose of this Contract Agreement, such other person or firm as shall be appointed by the Owner.

6. That in consideration of the payment to be made by the Owner to the Contractor for the

work to be executed by him, the Contractor hereby covenants with the Owner that within the specified time, the Contractor shall and will duly provide, execute, complete and maintain the Works, as shown upon the said drawings, specifications, said priced schedule of quantities and such further details / drawings as may be furnished to the Contractor from time to time by the said Architect through the Owner's Representative and shall do and perform all other acts and things covered by the contract, mentioned or described or which are to be implied therefrom or may be reasonably necessary for the completion of the Works and at the times and in the manner and subject to the terms and conditions or stipulations mentioned in the said Contract Agreement and its supporting documents mentioned therein.

7. That in consideration of the due provisions, execution, completion and maintenance of the Work, the Owner does hereby agree to pay to the Contractor such Contract Sum in proportion to the work actually done by him and approved by the Owner's Representative & Owner. Such payments are to be made at such time and in such manner as is provided for in General and Special Conditions of the Contract.

8. That the drawings, specifications and priced schedule of quantities, mentioned above shall form the basis of this Contract Agreement and the decision of the Owner's Representative & Owner as mentioned in the conditions of contract in reference to all matters pertaining to the material, workmanship or account shall be final and binding.

9. That the said contract comprises of the work above mentioned and all subsidiary works connected therewith at the same site as may be required by the Owner's Representative & Owner to be done from time to time, even though such works may not be shown on the drawings or described in the said specifications or schedule of quantities.

10. That the Owner's Representative & Owner reserves the right of altering the drawings, the nature of work and of adding to or omitting any items of work or of having portions of the same carried out departmentally or otherwise and such alterations or variations shall be without prejudice to this Contract Agreement.

11. That all disputes arising out of or in any way connected with this Contract Agreement shall be resolved through the arbitration as mentioned in the Tender Documents and that the same shall be deemed to have arisen in Uttarakhand and the courts at Uttarakhand alone shall have the jurisdiction to determine the same.

12. That the said conditions and Appendix thereto shall be read and construed as forming part of this Contract Agreement. The Parties hereto undertake to remain bound and abide by the same and they shall perform their respective part of the Contract and of the said conditions accordingly.

The parties also place it on record and confirm that they have executed this Contract Agreement voluntarily, of their own free will and accord without any sort of undue influence, pressure or coercion of any kind or description whatsoever from any person or quarter whomsoever and whatsoever and that they have authenticated the same after going through the contents thereof and after fully understanding the meaning, interpretation and implications of the various terms and conditions agreed upon by the Parties.

IN FAITH AND TESTIMONY WHEREOF, THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS UNTO THESE PRESENTS AT NOIDA ON THE DAY OF THE MONTH AND YEAR FIRST WRITTEN ABOVE:

WITNESSES:

1.

1. _____
M/S. SHRI SAI SAMITI NOIDA
Acting through and by the hands of
Sh._____, their
authorized signatory.
OWNER

2.

2. _____
M/s. ……..
Acting through and by the hands of
Sh._____, their
authorized signatory.
CONTRACTOR

PERFORMANCE BANK GUARANTEE (UNCONDITIONAL & IRREVOCABLE)
(To be executed on NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

Bank Guarantee No:
Date of issue:
Guarantee cover from _____to ____(Date)
Amount: Rs. ____(Rupees _____)

To:
M/s Shri Sai Samiti
Noida,
64/D2, F-Block, Sector-40, Noida, Gautam Budh Nagar, Uttar Pradesh.
Pin 201303.

Whereas (Name and Address of Contractor) (hereinafter called 'The Contractor') has undertaken, in pursuance of Contract No _____dated_____to execute_____(name of contract and brief description of works) (hereinafter called "The Contract");

And whereas it has been stipulated by you in the said Contract that the Contractor shall furnish to you with an Unconditional & Irrevocable Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

And whereas we _____ (Name & address of the bank) acting through its Branch Office at _____(address of the bank branch office) (hereinafter referred to as "The Bank") have agreed to give to the Contractor such an Unconditional & Irrevocable Bank Guarantee;

Now, therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs. _____(amount of guarantee) ___(amount in words), and we undertake to pay to you, upon your first written demand and without cavil or argument, any sum or sums within the limits of Rs._____ (amount of guarantee) ____(amount in words), as aforesaid without your needing to prove or to show grounds or reason for your demand for the sum specified therein.

In consideration whereof, we, _____ (Bank) hereby irrevocably and unconditionally guarantee to pay you on demand and without demur and without reference to the Contractor such amount or amounts not exceeding the sum of Rs. _____ (amount of guarantee) _____(amount in words) on receipt of your intimation.

Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Courts, Tribunal, Arbitrator and shall continue to be enforceable till the Employer discharges this Guarantee or expiry date, whichever is earlier.

We, the Bank, hereby waive the necessity of your demanding said debt from the Contractor before presenting us with the demand.

We further agree that any change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract Documents which may be made between you and the Contractor, shall not release us from any liabilities under this guarantee, and we hereby waive notice for any such change, addition or modification.

We, hereby, also undertake to extend the validity of the Bank Guarantee as and when required by

the Employer at the request of the Contractor and declare in writing that if the Contractor does

not obtain and furnish renewal or renewals of the Guarantee herein for the period required by the Employer, the entire amount of the Bank Guarantee herein shall become due forthwith and payable by the Bank to the Employer.

The guarantee shall be valid up to _____(Date)

We,.....Bank, lastly, undertake not to revoke this Guarantee during its currency except with the prior consent of the Employer in writing.

A demand for payment under this Guarantee shall be made on us by the Employer in writing at any of our branches at Noida and we shall pay the amount due within 2 (Two) working days from the date of receipt of notice in writing from the Employer.

This Guarantee complies with all applicable laws, and it constitutes legal, valid and binding obligations in respect of the Bank, such obligations being enforceable in accordance with all applicable laws.

This Guarantee is to be governed by and construed in accordance with the laws of India and the courts of Noida shall have exclusive jurisdiction to settle any dispute that may arise out of or in connection with this Guarantee.

This Guarantee will not be discharged due to the change in the constitution of the Bank of the Contractors, the Contractor or Employer, i.e. beneficiary.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

Our liability under this Guarantee shall not exceed Rs…… (Rupees .....)

This Bank Guarantee shall be valid up to .....(expiry date)

We are liable to pay the guaranteed amount or any part thereof only if you serve upon us a written claim of demand on or before.....(one year after the expiry date) at any of our branches at Noida.

Signature and Seal of Guarantor

Name of the Bank
Address

PROFORMA OF ADVANCE BANK GUARANTEE (UNCONDITIONAL & IRREVOCABLE)
(To be executed on NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

BANK GUARANTEE BOND (RE: MOBILISATION ADVANCE)

Bank Guarantee No.:
Date of Issue:
Guarantee cover from ____ to ___

To:
M/s Shri Sai Samiti Noida,
64/D2, F-Block, Sector-40, Noida, Gautam Budh Nagar, Uttar Pradesh.
Pin 201303.

In consideration of **SHRI SAI SAMITI NOIDA**, having its registered office at **64/D2, F-Block, Sector-40, Noida, Gautam Budh Nagar, Uttar Pradesh.** (hereinafter called the **"Owner / Employer"** which expression shall unless repugnant to the context of meaning thereof, includes its successors) having placed on **M/s……** having its registered office at …….. (hereinafter referred to as the **"Contractor"** which expression shall, unless repugnant to the context or meaning thereof includes its successors, administrators and executers) an order vide its Work Order No. ……Dated …….. for ……Works for **SCHOOL BUILDING at 64/D2, F-Block, Sector-40, Noida, Gautam Budh Nagar, Uttar Pradesh.** and the same having been unequivocally accepted by the contractor, value at Rs.....(Rupees ……..……..) (hereinafter called the "Order") and the Employer having agreed to make an advance payment to the Contractor for execution of the above Order..... of Rs…….. (Rupees .....) being 5% of the order value as an advance against Bank Guarantee to be furnished by the Contractor.

We, …… Bank having our registered office at ……..…..…. … (hereinafter referred to as the "Bank") which expression shall, unless repugnant to the context or meaning thereof, includes its successors administrators, executers at the request of Contractor to hereby undertake to give this irrevocable and unconditional Guarantee and undertake to pay to the Employer, immediately on demand, any or all money payable by the Contractor to the extent of Rs……. (Rupees……) as aforesaid at any time up to …… without any demur, reservation, contest, recourse or protest and without any reference to the Contractor.

Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Courts, Tribunal, Arbitrator and shall continue to be enforceable till the Employer discharges this Guarantee or expiry date whichever is earlier.

The Employer shall have the fullest liberty without affecting in any way the liability of the bank under the Guarantee from time to time to vary the advance or to extend the time for execution of the order by the Contractor. The Employer shall have the fullest liberty without affecting this Guarantee to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor and to exercise the same at any time in any

manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the LOI/PO/Work Order placed by the Employer on the Contractor or any other course or demand, or security available to the Employer.

The Bank shall not be relieved of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would but for this provision have the effect or relieving the bank.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor in the first instance without proceeding against the Contractor and notwithstanding any security or other Guarantee that the Employer may have in relation to the Contractors liabilities.

And that we, the..... Bank, hereby further covenant and declare that the Guarantee herein will come into force immediately from the date of receipt of advance by the contractor & remain in force and inclusive of.....(Date). We, hereby, also undertake to extend the validity of the Bank Guarantee as and when required by the Employer at the request of the Contractor and declare in writing that if the Contractor does not obtain and furnish renewal or renewals of the Guarantee

herein for the period required by the Employer, the entire amount of the Bank Guarantee herein shall become due forthwith and payable by the Bank to the Employer.

We,.....Bank, lastly, undertake not to revoke this Guarantee during its currency except with the prior consent of the Employer in writing.

A demand for payment under this Guarantee shall be made on us by the Employer in writing at any of our branches at Noida and we shall pay the amount due within 2 (Two) working days from the date of receipt of notice in writing from the Employer.

This Guarantee complies with all applicable laws, and it constitutes legal, valid and binding obligations in respect of the Bank, such obligations being enforceable in accordance with all applicable laws.

This Guarantee is to be governed by and construed in accordance with the laws of India and the courts of Noida shall have exclusive jurisdiction to settle any dispute that may arise out of or in connection with this Guarantee.

This Guarantee will not be discharged due to the change in the constitution of the Bank of the Contractors, the Contractor or Employer i.e. beneficiary.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

i) Our liability under this Guarantee shall not exceed Rs……(Rupees**.....**)

ii) This Bank Guarantee shall be valid up to**.....**(expiry date)

iii) We are liable to pay the Guarantee amount or any part thereof only if you serve upon us a written claim of demand on or before **.....** (one year after the expiry date) at any of our branches at Noida.

Signature and Seal of Guarantor

Name of the Bank

Address

ANNEXURE A

FORMAT FOR DECLARATION OF CURRENT WORKS

(Declaration disclosing all works for which the contractor has already entered into contract)

NAME OF TENDRER: _____

S. NO.	NAME OF WORK & LOCATION	NAME OF OWNER'S CONTACT PERSON / TELE. NO.	DATE OF AWARD / PROPOSED COMPLETION	VALUE OF THE WORK	VALUE OF WORK THAT REMAINS TO BE EXECUTED	ANY DISPUTES PENDING

Certified that the above information is true to the best of my/our knowledge.

PLACE:
DATE:

SIGNATURE OF THE TENDERER
WITH SEAL AND ADDRESS

ANNEXURE B

LIST OF DRAWINGS:

(Attached with Tender in the form of Soft copies as a Link)

GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS:

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

1.1 **Approved/Approval:**
Approved/Approval shall mean and include approved/approval accorded by the Owner's Representative in writing with the concurrence of the Owner and the Architect.

Whenever the reference to "Owner / Owner's Representative, etc." appears, it means "in concurrence with the Owner".

In matters relating to difference of opinion regarding payments to Contractors or Sundry Vendors, between the Owner/ Owner's Representative / Architect, the matter shall be referred for consultation and expert opinion of the Chief Functionaries of each of these organization and decided as per consensus or referred to an external expert if need so arises.

1.2 **Approved Equal:**
Approved Equal shall mean an alternative product or service approved by the Owner's Representative & Owner as being equivalent to that specified in the Contract Documents.

1.3 Consul**tants** shall mean **M/s. TECHNICAL PROJECTS CONSULTANTS PVT. LTD.** having its registered office at **B-74, Sector – 57, Noida – 201301, Uttar Pradesh.**

1.4 **Basic Rate - Material:**
Basic Rate shall mean the landed cost at site excluding GST.

Payment to the Contractor for the work done shall be adjusted for increase or decrease in the cost of materials if it is more than +/- 5%.

The contractor is required to get approval from Owner approval of rates before ordering to agency at every stage and must submit copies of orders and invoices quarterly basis. The cumulative statement of purchase of said material, consumption at site on monthly basis as per format approved by Owner's Representative required to be submitted. The prices of total purchases as per actual against amount amounts as per above rates, the difference will be paid along with running bills. The responsibility of all approvals, storing, accounting will be the sole responsible of contractor.

1.5 **Contract:**
The Contract shall mean and include the Contract Agreement and its supporting documents forming part thereof, executed between the Parties thereto for the purpose of proper execution and completion of the Work in accordance with the Contract Documents.

1.6 **Contractor:**
The Contractor shall mean and include the person or persons, firm, company or consortium who's tender has been accepted by the Owner / Owner's Representative / Architect and includes the Contractor's legal representatives, successors and permitted assign.

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

Contractor's behalf by the Contractor's Representative. The Contractor's Representative shall be considered a "key person" for purposes of Clause 11.1 of the General Terms of Contract.

1.8 **Contract Documents:**
The Contract Documents shall collectively mean and include Contract Agreement and the documents mentioned therein as forming part thereof and would also include all modifications thereof and additions thereto incorporated in and made to any of those documents during the term of the Contract.

1.9 **Contract Price / Sum:**
Shall mean the sums referred to in the Contract Documents for the Contractor's performance of the Work.

The Contract Price is exclusive of GST & Labour Cess but including all other taxes like entry tax, ESI, PF contribution and all other statutory taxes and levies if any applicable to the contractors/workers etc., and the Owner shall not be responsible in any way whatsoever to pay for the same.

The Contract is neither a fixed lump sum contract nor a piece work contract, but is an item rate contract to carryout the Work according to the actual measured quantities at the rates contained in the schedule of rates and probable quantities as provided in the Priced Bill of Quantities with Detailed Specifications. The Contract Price shall not exceed as indicated in the Letter of Intent/Purchase Order/ Work Order, amounts in excess of this number, not approved in advance by the Owner's Representative & Owner shall be at the Contractor's expense. The Contractor has to closely monitor the quantities and cost and obtain an Approval from the Owner's Representative & Owner well in advance for any change outside the scope of the Work which would cause the cost of the Work to exceed the Contract Price as indicated in the Letter of Intent. Prices will be firm until the end of the contract.

No escalation in prices shall be allowed for any reason whatsoever during the period of the project.

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

1.11 **Final Completion:**
Final Completion will be deemed to have been achieved when at the end of the Defects Liability Period a Final Completion Certificate has been issued by the Owner's Representative when all the requirements of the Contract have been met and complied with and when all the defective items of Work and defects have been replaced and/or rectified and made good as directed by and to the satisfaction of the Owner's Representative & Owner.

1.12 **Defect(s) Liability Period:**
Defect(s) Liability Period shall be the **36-month period** after final completion / complete satisfactory and handing over to the Owner and removal of all defects.

1.13 **Drawings:**
'Drawings' means all drawings, details and sketches along with the technical information therein, furnished by the Architect through the Owner's Representative & Owner to the Contractor under the Contract and any modifications of such drawings or such other drawings as may be from time to time be furnished or approved in writing by Owner's Representative & Owner. All drawings, samples, patterns, models, operation and

maintenance manuals and other technical information of a like nature submitted by the Contractor shall also be referred as 'drawings'.

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

1.15 **Headings:**
The headings in these General Conditions of Contract shall not be deemed to be part thereof or to be taken into consideration in the interpretation or construction thereof or of the Contract.

1.16 **Insolvency:**
The term "Insolvency" means any act of insolvency as defined by the Presidency Towns Insolvency Act or the Provincial Insolvency Act or any amending statute.

1.17 **Labour Rate:**
Labour: As per Local Administration labour rates notified and fixed from time to time.

1.18 **Measurement Books:**
The "measurement books" shall be defined as the books maintained during the currency of the project to record all measurements qualifying for payment. The contractor shall maintain measurement books of all work done by them. The contractor shall get the measurement books verified by the Owner & Owner's Representative /quantity surveyor periodically.

1.19 **Nominated Sub Contractor:**
"Nominated Sub-Contractor" refers to those specialists, tradesmen and others, whose credentials as well as quotations are evaluated and approved by the Owner's Representative & Owner and then nominated for executing special works or supplying special equipment or materials, for which provisional sums are included in the Contracts. Such agencies shall be deemed to have been employed by the Contractor.

1.20 **Owner:**
The Owner shall mean and include **M/S. SHRI SAI SAMITI NOIDA**, having their registered office at **64/D2, F-Block, Sector-40, Noida, Gautam Budh Nagar, Uttar Pradesh,** their respective Boards of Directors, successors in office, successors in interest, administrators and assigns etc.

1.21 **Owner's Representative:**
Owner's Representative shall mean and include the Owner's Representative and / or any other person duly appointed and authorized by the Owner to act for and on its behalf at the Site during the progress of construction of the Project.

1.22 **Project:**
Project shall mean and include the execution of the Work to be performed under this Contract plus works of all later phases necessary to complete the construction to make it habitable, according to the standards adopted by the Architect, Owner's Representative and the Owner.

1.23 **Provisional Sum:**

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

1.24 '**Records and Audits':**
The contractor shall keep books and records to Owner's Representative's & Owner's satisfaction, in such a manner, as to enable the Owner's Representative & Owner to carry out effective financial control and to have necessary reports thereon from the internal auditors of the Contractor, with liberty to the Owner's Representative & Owner to seek inspection thereof to ascertain maintenance of proper records concerning the Project.

1.25 **References And Cross-References To Clause And Sub-Clause Numbers:**
Unless specifically stated otherwise, all references and cross-references made to clause and sub-clause numbers in these General Conditions of Contract refer to the clauses and sub-clauses of the General Conditions of Contract itself.

1.26 **SHE Plan:**
"SHE plan" means Environmental, Health and Safety Plan prepared by the Contractor for implementation at site, base on and including, without limitation to various Clauses of the Conditions of Contract pertaining to Safety, Health and environment; and approved by the Owner's Representative & Owner.

1.27 **Singular or Plural / Typographic Errors:**
Words in the singular also include the plural and vice versa, where the context so requires. Words implying persons include persons and corporations. Typographic or spelling errors shall not be cause to vitiate the contract.

1.28 **Site:**
The Site shall mean the location at **Plot No.- H.S. -02, Sector-02, Noida, Gautam Budh Nagar, Uttar Pradesh.**

1.29 **Specifications:**
"Specifications" shall mean and include the specifications for the Work included in the Architect's / Consultant's Drawings, the Works Technical Specifications and Priced Bill of Quantities, and any modification thereof or addition thereto.

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

1.31 **Tender:**
"Tender" shall mean and include the Contractor's offer to construct and maintain the Work in strict accordance with the Contract Documents as set forth in the Tender Form.

1.32 **Tender Documents:**
"Tender Documents" shall mean and include the Contractor's Tender Form. The Proforma of Bank Guarantee for Performance Bond, the Proforma of Bank Guarantee against Mobilization Advance, and Notice Inviting Tender, Tender Form and Contract Agreement Draft, General Conditions Of Contract, Special Conditions Of Contract, Works Technical Specifications, Bill Of Quantities With Detailed Specifications, Environmental, Health & Safety (SHE) Plan, Preliminary Project Construction Schedule, Drawing – Site Location, Drawings of Architectural & Structural for Civil & Finishing Works.

1.33 **Temporary Works:**
Temporary works mean all temporary works of every kind required for the execution of the works by the Contractor.

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

1.35 **Urgent Works:**
"Urgent works" shall mean any urgent measures which in the opinion of the Owner's Representative & Owner becomes necessary during the progress of the work to obviate any risk of accident or failure or which become necessary for security for completing the overall project within the stipulated time.

1.36 **Vendors:**
"Vendors" shall mean and include all suppliers, contractors, sub-contractors, nominated sub-contractors and trade contractors engaged for same / later phase(s) of the Project, when such Vendors are in privity of Contract with the Owner's Representative & Owner.

1.37 **Written Notice:**
Written Notice shall be deemed to have been duly served if delivered in person to the **authorized representative** of the firm / company for whom it is intended, or if delivered at and a written delivery receipt obtained or sent by registered mail to the last business address known to them, who gives the notice. For all changes in the address of the registered office for both the parties should be intimated in writing at the time of change during the tenure of the contract.

1.38 **Work:**
"Work" shall mean and include the items of work included in this Contract Document, all materials, Plant & machinery, equipments, tools and labour necessary to complete all components of the Project in full compliance with the requirements of the Contract Document.

1.39 **Working day, Day, Week and Month:**
Working Day shall mean and include any day from Monday to Saturday (both days inclusive) excluding Public Holidays. Work at site shall continue over Sundays and all holidays excepting statutory Government public holidays.

"Day" shall mean a calendar day of 24 hours each.

"Week" shall mean 7 days without regard to the number of hours worked in any day in the week.

"Month" shall mean English Calendar month, without reference to the number of days worked during this period.

2. SCOPE, EXTENT, INTENT ETC.:

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

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

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

2.4 **Instructions of Owner's Representative:**
The Architect through the Owner's Representative may from time to time, issue further supplementary Drawings, written instructions, details, directions, and explanations, which shall be collectively referred to as the Instructions of Owner's Representative. The Contractor shall forthwith comply with and duly execute the work comprised in such Instructions of Owner's Representative, provided always that verbal instructions, directions and explanations given to the Contractor or his works representative by the Architect or Owner's Representative shall, if involving a variation, will be got confirmed in writing from the Owner's Representative, by the contractor.

2.5 **Approval of Owner's Representative:**
Approval of the Owner's Representative shall always mean approval in writing. The onus shall be on the Contractor to obtain all the necessary approvals in writing. Such approvals, however, shall not relieve the Contractor of any of his responsibilities under the Contract.

2.6 **Increases/Decreases to scope of Work:**
The Owner & Owner's Representative reserves the right to increase or decrease the scope of the Work on any or all items or to change the nature of the Work involved in any or all items or to completely delete any items of the Work under the Contract. The Contractor shall not be entitled to claim for loss of anticipated profits, for mobilization of additional resources, or for any other such reason on account of these change orders.

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

3. OWNER'S REPRESENTATIVE AND CONTRACTOR'S REPRESENTATIVE:

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

3.1 Role and responsibilities of the Owner's Representative:

i. The Owner will be represented for the purpose of the execution of the Contract by the Owner's Representative duly appointed by them. The Owner's Representative shall be responsible for the day-to-day supervision, quality control checks, progress monitoring, co-ordination and direction of the Work, and generally to ensure that the Work is carried out in all respects in strict conformity with the Contract Documents.

ii. The Owner's Representative shall have the authority to stop the work whenever such stoppage may be necessary to ensure the proper execution of the Work. The Contractor shall provide all the necessary facilities to the Owner's Representative in the performance of his duties. The Contractor shall refer all matters relating to the performance of the Contract to the Owner's Representative.

iii. The Owner's Representative shall observe sound and established engineering practices using latest standards, codes and regulations, as applicable for the purpose specified and suitable for respective uses intended.

iv. The Owner's Representative shall exercise intimate, constant and continuous supervision and control over the workmanship and materials, plant, machinery, equipment etc used in the Work and may when required, get them inspected.

v. The Owner's Representative shall check the measurements of the Contractor's bills and forward the same to the Architect for verification and Certification for payments.

vi. To process the bills and Architect's Certificate for payment and release payments to the Contractor as appropriate.

vii. Owner's Representative shall remain in close contact with the Architect and shall obtain co-operation and co-ordination from him for effective progress and development of the Works at site.

3.2 Decision:
The Owner's Representative shall make decisions with due approval, in consultation and concurrence of the Owner and the Architect on all matters relating to the execution and

progress of the Work, including the claims and queries of the Contractor. Approval of the Owner and the Architect shall be in writing and all such necessary approvals shall be obtained by the Owner's Representative. The decision, opinion, direction and interpretation of the Owner's Representative & Owner, with respect to any or all matters shall be final and binding on the Contractor.

3.3 Role and responsibilities of the Owner:

i. The Owner shall be represented at the Site by the Owner's Representative and shall be responsible for the interaction with the Owner's Representative.

ii. The Owner shall have the authority to make and communicate all decisions to the Owner's Representative for implementation, as called for in this Contract to be made by the Owner.

3.4 Role and responsibilities of the contractor's representative:

i. The Contractor shall be represented at the Site by the Contractor's Representative. The Contractor's Representative shall be on Site at all times during performance of the Work and the Project Coordination Services and shall be responsible for the day-to-day interaction with the Owner's Representative and the Owner's Representative.

ii. The Contractor's Representative shall have the authority to make and communicate all decisions called for in this Contract to be made by the Contractor or the Contractor's Representative. The Contractor's Representative shall be responsible for the day-to-day supervision and overseeing of the Project Coordination Services, including, without limitation, the SHE Plan implementation described in Clause 1.27 of the Definitions.

3.5 Architect's & their Appointed Consultant's Role and Obligations:

i. The Architect & their appointed Consultant shall be responsible for undertaking the design, the specification and the production of drawings for the Work.

ii. The Architect & their appointed Consultant shall be responsible for periodic supervision of works to evaluate contractor's works and to ensure that the work is executed as per the desired quality standards, integrity, building design, safety, statutory compliance and conformance with design, conceptual and contractual intent.

iii. The Architect & their appointed Consultant shall be responsible to issue control samples and to inspect samples/ mock-ups to ensure that they are as per the desired specifications and quality standards.

iv. The Architect & their appointed Consultant shall review, verify, evaluate and provide its recommendation to the Owner's Representative on the shop-drawings, design calculations, product data, samples, mock-ups, extra/additional/deduction items, rate analysis, quotes, selection of sub-contractors etc. proposed by the Contractor.

v. Where necessary the Architect & their appointed Consultant shall perform plant inspection at workshops of the contractor.

vi. The Architect & their appointed Consultant shall verify all Contractor's bills, the measurements of which have been checked by the Owner's Representative and issue Certificates for payments to enable the Owner's Representative & Owner to process the bills and release payments to the Contractor as appropriate.

vii. The Architect & their appointed Consultant shall assist the Owner's Representative in joint inspection of the buildings on their completion to maintain and provide list of items to complete, defects to correct & final completion certificates to the Owner's Representative.

viii. The Architect & their appointed Consultant shall make and communicate all decisions to the Owner's Representative as called for in this Contract to be made by the Architect.

3.6 Access For Owner, Owner's Representative and Architect to the Works:

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

3.7 Contractor's responsibilities:

The Contractor shall have the following responsibilities in carrying out the Work and the Project Coordination Services, respectively:

i. The Contractor shall, on the instruction of the Owner's Representative & Owner, immediately dismiss from the Work any person employed thereon by him who may, in the opinion of the Owner's Representative & Owner, be incompetent or who engages in unlawful or disorderly conduct, and such persons shall not be re-employed on the Work without the prior written permission of the Owner's Representative & Owner.

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

iii. The Contractor shall comply with all safety standards to the satisfaction of the Owner's Representative & Owner.

iv. The Contractor shall take full responsibility for the management & supervision of the Sub-Contractors.

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

vi. The Contractor shall not assign this Contract or any part of it. The Owner / Owner's Representative and Architect reserves the right to review and approve each Sub-Contractor which the Contractor recommends at any time to engage to perform any services before such Sub-Contractor is hired or performs any service.

vii. The Contractor shall be responsible for the care of the Work and the management and supervision of the Sub-Contractors.

viii. The Contractor shall exercise constant and continuous supervision and control over the workmanship, materials, plant, machinery, equipment etc used in the Work and report on the status of the same to the Owner's Representative.

ix. The Contractor will be responsible for obtaining all necessary permits, approvals, certificates and the like.

x. All the obligations and responsibilities of the Contractor under the Contract shall be discharged by him subject to the satisfaction of the Owner / Owner's Representative.

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

xii. The contractor shall use latest standards, codes and regulations, as applicable for the purpose specified and suitable for respective uses intended. The contractor must keep at site the latest IS codes in CD form for quick referencing.

xiii. The contractor shall ensure that all work complies with statutory norms and regulations.

The Contractor shall co-ordinate and provide the facilities mentioned in Bill of Quantities free of charge to the agencies / Vendors and nominated Sub-contractors appointed directly by the Owner's Representative & Owner.

4. SITE:

4.1 **Contractor to satisfy himself about site conditions:**

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

4.2 **Access to site by the contractor:**

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

4.3 **Treasures, Antiquities found are property of owner:**

All fossils, antiquities and other objects of interest or value, which may be found on the Site at the commencement or during the progress of the Work shall be the property of the Owner. The Contractor shall carefully take out and preserve all such fossils, antiquities and objects and shall immediately deliver the same in their discovered state into the possession of the Owner.

5. NATURE OF CONTRACT:

ITEM RATE Contract:

The Contract shall be an item rate Contract wherein the item rates are for the finished work as per the Contract Documents. The Contractor shall be entitled to payment, in Indian Rupees, of no more than the Contract Price as stated in the Letter of Intent / Work Order, in consideration of the Work performed and completion of the Work. The contract price is tentative based on the estimated quantities and is liable to change as per the actual quantities executed and approved by the Owner's Representative & Owner. The Contractor understands and agrees that the amount payable is assessed on a re-measurable basis in accordance with the tendered rates. However, the Contract Price may be altered on account of a change order approved in advance by the Owner / Owner's Representative. The Contract Price shall include payment for the supply of all labour (including payment to his Sub-Contractors), equipment, materials, plant and machinery, tools, transportation, framework, scaffolding, works under this tender and all applicable taxes including duties, levies, royalties, fees, insurance premiums, contributions towards employees benefits including ESI and PF and funds, arrangement of power and water and all services and activities constituting the Scope of Work defined in the General Conditions of Contract but excluding GST & Labour Cess. The Contract Price shall also include the Contractor's establishment, infrastructure, overheads & profits and all other charges, and shall generally be inclusive of every cost and expense required by the Contract to be borne by the Contractor and necessary for the proper execution and completion of the Work under the Contract, in conformity with the Contract Documents and the best engineering and construction practices and to the satisfaction of the Architect, Owner's Representative, and the Owner. No Labour Cess to be added in the quoted rates.

No escalation of the prices shall be allowed during the period of the contract for any reasons whatsoever and the prices quoted by the Contractor shall be deemed to be fixed.

6. TAXES, DUTIES ETC.:

As part of the Contract Price, the Contractor shall, in connection with the Work exclude **GST & Labour Cess** but including all applicable taxes & duties including levies or royalties payable on the materials and equipment forming part of the Work, now or hereafter imposed, increased or modified from time to time and shall also include any other statutory obligations and no claims on this account shall be entertained or allowed at any stage subsequently. Tax shall be deducted as applicable at Source in accordance with the statutory requirements from all payments made to the Contractor, including that in respect of the Mobilization advance. Contractor shall provide Form 'C', Form '38', or any other forms and comply with all the formalities that may be required by the Central/State Government for procurement of all Owner supplied material and shall be liable to file all such returns with the Government Departments as may be necessary and get them assessed at his own cost. **No Labour Cess to be added in the quoted rates**.

7. NOTICES, FEES, BYELAWS, REGULATIONS, ETC.:

The Contractor shall comply with all applicable laws and Government Acts including the Byelaws or regulations of Central and / or Local Authorities relating to the Work in so far as labour, construction, fabrication and installation activities are concerned, and he shall obtain from the Central and / or Local Authorities all permissions and approvals required for the plying of trucks, construction machinery etc., and also for construction of temporary offices, labour camps, stores and other temporary structures in connection with the Work, and the Contractor shall give all notices and pay all fees and charges that are and that can be demanded by law thereunder. In the Contract Price for the Work, the Contractor shall allow for such compliance and work, and for the giving of all such notices, and shall include the payment of all such fees and charges.

8. LICENCES AND PERMITS:

The Contractor shall directly obtain all licences and permits for the materials under Government control, and those required to be obtained by the Contractor for the execution of the Work. The

Contract Price shall include all transportation charges and the other expenses that may be incurred in this connection.

9. ROYALTIES AND PATENT RIGHTS:

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

10. INSURANCE:

10.1 **Insurance Policies:**
Before commencing the execution of the Work, the Contractor, without limiting his obligations and responsibilities under this Contract shall insure in the joint names of the contractor and Owner, latter being the beneficiary, against his liability for any material or physical damage, loss or injury which may occur to any property, including that of the Owner/Owner's Representative/ Architect, Sub-Contractors, Vendors or to any person including any employee of the Owner/ Owner's Representative/Architect, Sub-Contractors, Vendors or a member of the general public, by or arising out of the execution of the Work or in carrying out the Contract. It shall be obligatory for the Contractor to obtain and retain for all relevant times the insurance cover (in the joint names of the contractor and Owner, latter being the beneficiary) under the following policies:

10.2 **i) Contractor's All Risk Insurance and Extensions on first loss basis:** Policy to inter alia cover the following:

a. Contract works for entire Contract Value plus cost of all Owner supplied material subject to a maximum amount of **Rs. 1.5 Crore (Rupees One Crore Fifty Lacs) valid for the completion period and any extension thereof**.

b. Earthquake, Civil commotion, riots, war, cloud bust, fire, terrorism and other disturbances.

c. Debris removal.

d. Extended Maintenance Cover till completion of Defects Liability Period and any extension thereof.

e. **Third Party Insurance including Cross Liability:** To cover for any damages to third party. The limit of indemnity in respect of Any one Accident or series of accidents arising out of one event shall be Rs. 5,00,000/. Policy shall be valid till completion of work and any extensions thereof and shall include any damage to the properties and/or injury including death to the persons of the general public and any one else deemed to be third party.

f. Medical insurance for workmen & staff to cover all illness including Covid.

ii) Workmen's Compensation Insurance Policy to cover Contractor's liability under Workmen's Compensation Act 1923, Minimum Wages Act 1948, Contract Labour (Regulation and Abolition) Act 1970 and other relevant Acts listed elsewhere. This shall be valid for the period up to Final Completion of the Work, and any extensions thereof plus six months handing over period.

iii) Marine cum Erection Insurance *(Required only in case Contractor's scope of work involves transportation and erection of equipments & machines for incorporation in Project)* Policy against damage or loss due to any reason in respect of materials, equipment and/or work done. Limit of liability shall not be less than the value of such equipment, materials and/or work

done at any stage of the Contract, valid for the period of completion including Defects Liability Period and any extensions thereof.

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

The Contractor shall provide to the Owner's Representative & Owner all policies of insurance in original. These policies shall be fully executed and shall state that the policies cannot be cancelled until completion of the Contract including defects liability period and any extensions thereof.

The Contractor shall obtain similar policies from all Sub-Contractors and thereby assume responsibility for any claims or losses to the Owner and Owner's Representative resulting from failure of any of the Sub-Contractors to obtain adequate insurance protection in connection with their work and shall indemnify and keep indemnified the Owner and Owner's Representative including their employees, officers, servants, agents and any other person moving in the premises, accordingly.

10.3 **Failure to insure:**
If the Contractor fails to comply with the terms of this Clause 10, the Owner's Representative may effect and / or keep current (but without obligation to do so) the insurance at the cost and expense of the Contractor and at two times the expenses incurred, deduct the expenses from any moneys that may be or become payable to the Contractor or may, at his option, refuse payment of any certificate to the Contractor until the Contractor complies with this condition.

10.4 **Unlimited liability:**
In addition to the liability imposed by law upon the Contractor for injury (including death) to persons or damage to property by reason of the negligence of the Contractor or his agents, which liability is not impaired or otherwise affected hereby, the Contractor hereby assumes liability for and agrees to save the Owner and Owner's Representative including their employees, officers, servants, agents and any other person within in the premises harmless and indemnifies them from every expense, liability or payment by reason of any injury (including death) to persons or damage to property suffered through any act or omission of the Contractor, his employees, agents, servants, workmen, suppliers or any of his Sub-Contractors, or any person directly or indirectly employed by any of them or from the conditions of the Site or any part of the Site which is in the control of the Contractor or his employees or any of his Sub-Contractors, or any one directly or indirectly employed by either of them or arising in any way from the Work.

11. CONTRACTOR'S SITE ORGANIZATION AND RESOURCES:

11.1 **Contractor's representative and supervisory staff:**
The Contractor shall at his cost provide and ensure continued effective supervision of the Work with the help of the Contractor's Representative, assisted by team of qualified, experienced and competent engineers, supervisors and adequate staff, to the satisfaction of the Owner's Representative for the entire duration of the Work. The Contractor shall submit his proposed site organization chart for the approval of the Owner's Representative & Owner. The Contractor's Representative shall be on the Site at all times as the Work and the Project progresses and shall be responsible for carrying out the Work to the true meaning of the Drawings, Specifications, Conditions of Contract, Schedule of Rates, the other Contract Documents, and instructions and directions of the Owner's Representative & Owner. The instructions and directions given in writing to the Contractor's Representative or to any of his assistants at the Site by the Owner's Representative shall be deemed to have been given to the Contractor officially. Attention is called to the importance of the Contractor requesting written instruction from the Owner's Representative before undertaking any Work where the Owner's Representative's and/or

Owner's and / or Architect's direction or instructions are required. Any such Work done in advance of such instructions will be liable to be removed at the Contractor's expense and will not be paid for unless specifically approved in writing by the Owner's Representative & Owner, as the case may be.

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

11.2 **Man-power and plant and machinery:**

The Contractor shall at his own cost provide and install all equipment, materials, plant/machines. Batching Plant with Silo of minimum capacity 20 cum, Concrete Pumps, Tower Cranes, and Material Hoists each of adequate capacity, will be required for concreting and high-rise construction. Other equipments like (weigh batchers), ladders, and scaffolding etc, necessary for the execution of the Work in conformity with the Contract Documents and to the satisfaction of the Owner's Representative & Owner will also be provided by the contractor at his own cost in adequate quantity. Also, all machines, tools, trucks, formwork material, man-power and every thing else necessary for the proper and satisfactory execution and completion of the Work in accordance with the Contract Documents shall be provided by the Contractor at his own cost. The Contractor shall within two weeks of the award of Contract submit a complete list of his manpower, plant and machinery for the approval of the Owner's Representative & Owner which approval however shall not relieve the Contractor of any of his responsibilities, obligations and liabilities under the Contract. The Contractor shall augment his manpower, plant and machinery without extra cost to the Owner's Representative whenever required or so directed by the Owner's Representative & Owner in order to conform to the approved construction programme for the achievement of milestones and final Completion.

The batching plant shall be computerised (Microprocessor based) with printing facility so as to keep the printed out-put for each batch of concrete mix and for each component (stone aggregates, sand, cement, fly ash, water, plasticiser & any other concrete admixture) for each batch of design mix concrete.

11.3 **Contractor store, site offices and other facilities:**

Contractor has inspected the site and has made his own assessment towards the availability of space at site for his stores, yards, offices, placement of batching plant, steel & shuttering yards, cranes, material hoists and other facilities. A mutually determined area within the constraints of the Site will be allowed to the Contractor free of cost for the purpose of storing his tools, plant, materials, Site office, cement godown, canteen, plant & machinery etc. Incase contractor is not able to accommodate his facilities within the site, or in the opinion of the Owner's Representative & Owner contractor's facilities are to be removed or relocated in the interest of the progress of work (contractor's and / or any other agencie's / vendor's) the contractor shall make his own arrangements elsewhere out side the site at his own cost for the same. Water tank storage for the purpose of construction, Site offices, toilets, workshops and storage sheds etc. shall be built by the Contractor at the Contractor's cost. Water tank/s constructed for the

purpose of construction should be of such dimensions as to provide storage for at least two days consumption. Site offices shall be of such dimensions to accommodate the Contractor's own office. A separate sanitary facility shall be provided and maintained for, Engineers and workers. The same shall be cleared after construction period. The Contractor shall remove all the temporary construction constructed by him at the Site for the purpose of completing the Work after the Project is completed. Costs of all such facilities including construction & removal shall be borne by the Contractor. **Construction of labour hutments will not be allowed inside on the Site**. The Contractor shall at his own cost make all arrangements for space, lodging, transportation etc. for the labour. No person will be allowed to stay on Site except the security and watchman except during night construction when the Work is in progress.

11.4 **Security:**

The Contractor shall at his cost provide at all times adequate number of watchmen to guard the Site, materials and equipment, to the satisfaction of the Owner's Representative /Owner. The Contractor shall at all times be fully responsible for the security of all materials and equipment on the Site, whether his own or those of any Sub-Contractor. Owner / Owner's Representative shall not be responsible for any loss due to theft, fire, accident or any other reasons, whatsoever.

11.5 **Telephone / Communication:**

The contractor shall make his own arrangement for the telephones and mobile phones at site with information to the Owner's Representative & Owner. The Contractor shall provide his representative and key personnel with mobile phone for round the clock communication with Owner's Representative. Contractor shall also at his own cost ensure two way communication either by way of providing, maintaining and running the walkie-talkie or mobile phones of adequate range at site, between the Owner's Representative's team members and contractor's own key personnel (from Project In-charge to function / area In-charge level) deputed at site, with whom Owner's Representative would required to interact on day to day basis.

11.6 **Survey Equipment:**

The Contractor shall keep & provide sufficient number of required survey equipments as at site for his own use. The contractor will provide at his own cost for the sole use of the Owner's Representative survey equipment as required by the Owner's Representative & Owner.

11.7 **Sanitary Convenience:**

The Contractor shall at his expense provide and erect with prior permission and details to the Owner's Representative & Owner all necessary sanitary conveniences including septic tank and soak pits at the Site for the staff and all workmen of his own, his Sub-Contractors, the Owner's Representative. The sanitary conveniences shall be strategically located around the Site to provide ready access to all site operatives and employees. The Contractor shall maintain such convenience in a clean, hygienic, orderly condition and shall clean, disinfect and deodorize the ground after their removal, and meet all statutory requirements.

11.8 **Scaffolding, staging, guard rails, barricades:**

The Contractor shall at his cost provide steel scaffolding, staging, guard rails, barricades and safety barriers around all excavations, openings and at all edges, temporary stairs and other temporary measures required during construction. The supports for the scaffolding, staging guard rails, barricades and safety barriers and temporary stairs shall be strong, adequate for the particular situations, tied together with horizontal pieces and braced properly. The temporary access to the various parts of the building under construction shall be rigid and strong enough to avoid any chance of mishaps. The entire scaffolding arrangement together with the staging, guard rails, barricades and safety barriers, and temporary stairs shall be to the approval of the Owner's Representative & Owner which approval however shall not relieve the Contractor of any of his responsibilities, obligations and liabilities for safety and for timely completion of

the Work. The use of wooden scaffolding on the Site is strictly forbidden. Contractor shall also be responsible for its assembling, fixing & dissembling as per requirement at site.

11.9 **Temporary Roads:**
The Contractor shall at his cost construct and maintain temporary roads/access ways to suit Site requirements at locations mutually agreed with the Owner's Representative & Owner. Such roads/access ways will also be used by other Vendors working at the Site.

11.10 **Safety Equipment & Personnel:**
The Contractor shall provide sufficient helmets, safety boots/shoes, nets and protective clothing for use by the Project management team, his own staff and staff of its sub-contractors. The Contractor shall make available at all times when work is being undertaken, a vehicle suitable for the emergency evacuation of personnel from the site to a hospital staffed and equipped to receive injured personnel.

The contractor shall provide a fulltime, experienced and suitably qualified Safety Officer at site who shall be responsible for incorporation, implementation and enforcement of all safety measures and requirements for maintaining safe working conditions, safety of manpower and equipment, general safety and security of Site as per the various safety codes and stipulations mentioned in contract documents.

The Contractor shall provide I-Cards (Identity Cards) to each of his worker with designated number & colour only of the card as directed by the Owner's Representative & Owner.

11.11 **Temporary Lighting:**
The Contractor shall make his own arrangement in respect of the provision of adequate lighting at all places where his workmen are engaged for carrying out the Work and also provide general lighting of site as a whole in a proper safe and satisfactory manner. Contractor shall ensure that all staircases, lobbies and basement are well lighted by providing at least one tube light at each landing of every staircase and also in each lift lobby. The Contractor shall provide general lighting in basement by installing at least one tube light per 100 sqm area at his own cost.

11.12 **Protection of Environment:**
The Contractor understands that the Site is free from pollutants at the time of access to the Site and commencement of the Work. The Contractor shall comply with all applicable environmental laws and regulations and shall ensure that the Site is and remains free from pollutants at the end of the Project. The Contractor shall ensure inter-alia, that neither the soil nor the ground water is polluted or contaminated by fuels or lubricants emitted by machinery operated on the Site or by other dangerous or poisonous substances which are or are deemed to be hazardous to the environment. Notwithstanding the above, the Contractor shall comply with all the directions and decisions of the Owner's Representative & Owner in this regard.

11.13 **First Aid Equipment & Medical Facilities:**
The Contractor shall establish a fully equipped and staffed (trained) first aid centre on the Site to deal with accidental injuries and workers health. Contractor shall ensure that a qualified & registered doctor is engaged to regularly visit the site for labour welfare. The Contractor shall provide such first aid and medical facility to at his own cost.

The Contractor shall make necessary arrangements with a local hospital and with local doctors so that his sick or injured persons may receive prompt medical treatment with minimum delay at any hour of the day or night.

12 LABOUR REGULATIONS:

12.1 **Regulations:**

The Contractor shall be wholly and solely responsible for full compliance with the provisions under all labour laws and /or regulations such as Payment of Wages Act 1948, Employees Liability Act 1938, Workmen's Compensation Act 1923, Employees State Insurance Act 1948, Employees Provident Fund Act 1952, Industrial Disputes Act 1947, the Maternity Benefit Act 1961, the Contract Labour (Regulation and Abolition) Act 1970 and the Factories Act 1948 or any modifications thereof or any other law relating thereto and rules there under introduced from time to time. The Contractor shall assume liability and shall indemnify the Owner & Owner's Representative from every expense, liability or payment by reason of the application of any labour law, act, rules or regulations existing or to be introduced at a future date during the term of the Contract. Insurance cover towards the above shall be effected by the Contractor as called for in Clause 10. In general, in respect of all labour directly or indirectly employed in the Work for the performance of Contractor's part of the Contract, the Contractor shall comply with all the rules framed by the Government authorities concerned from time to time for protection of the health and welfare of the workers. The Contractor shall at his own cost obtain a valid licence for himself and the Owner / Principal Employer under the Contract Labour (R & A) Act 1970 and the Contract labour (Regulation and Abolition) Central Rules 1971 and under any other applicable rules before the commencement of the Work and continue to have a valid licences until the completion of the Work.

12.2 **Payment of wages:**

The Contractor shall pay to labour employed by him either directly or through Sub-Contractors wages not less than fair wages as defined in the relevant Central / Local Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act 1970 and the Contract Labour Regulation and Abolition of Central Rules 1971, wherever applicable. He shall also abide by the minimum wages and other regulations applicable to the labour engaged in the Work, as laid down by the concerned Central / local authorities (**Uttarakhand State**, District or other local Authorities).

In case the contractor fails to pay fare wages as required by the authorities then the Owner/ Owner's Representative shall be entitled to do so and receives such amounts including associated cost incurred by them in doing so from the contractor.

12.3 **Model Rules:**

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

12.4 **Safety Codes:**

In respect of all labour, directly or indirectly employed on the Work for the performance and execution of the Contractor's Work under the Contract, the Contractor shall at his own expense arrange for all the safety provisions as listed in (i) Safety codes of C.P.W.D. and Bureau of Indian Standards, (ii) The Electricity Act, (iii) The Mines Act, and Regulations, (iv) Regulations of employment & conditions of service Act 1996, Rules and Orders made there under and such other acts as applicable.

Precautions as stated in the safety clauses are of minimum necessity and shall not preclude the Contractor taking additional safety precautions as may be warranted for the particular type of work or situations. Also mere observance of these precautions shall not absolve the Contractor of his liability in case of loss or damage to property or injury to any person

including but not limited to the Contractor's labour, the Owner's, Architect's and Owner's Representative's or any member of the public or resulting in the death of any of these.

Protective gear such as safety helmets, boots, belts, gloves, spectacles, nets, fire extinguishers etc. shall be provided by the Contractor at his own cost to all his manpower at the Site. The Contractor shall impose such requirements on all Sub-Contractors and Vendors also. It shall be the responsibility of the Contractor to ensure that such protective gear is worn at all times by all personnel working at the Site during the term of the Project. The Owner and Owner's Representative shall each have the right to stop any person not wearing such protective gear from working on the Site.

In case the Contractor fails to make arrangements and provide necessary facilities as aforesaid, the Owner's Representative & Owner shall be entitled (but not obliged) to do so and recover the costs thereof from the Contractor. The decision of the Owner's Representative & Owner in this regard shall be final and binding on the Contractor.

HSE Guide-Book Issued along with this tender document shall form part of the agreement.

12.5 **Safety/Site Conditions:**

i. The Contractor shall take full responsibility for the adequacy, stability and safety of all Site operations and ensure that the methods of carrying out the Work and the Project by the Contractor including his workmen, employees, Sub-Contractors and Vendors meet all the necessary safety standards and requirements of the SHE Plan. In order to fulfill this obligation the Contractor shall appoint a permanent, full time and suitably qualified safety officer for the Site.

ii. The Contractor shall institute and implement to the satisfaction of the Owner's Representative a construction safety programme, including:

   a. Preparing a Site-specific written safety programme consistent with the SHE Plan, Indian law and best practices. As a minimum, the programme shall require applicable safety equipment for all workers, use of barriers and barricades around potentially dangerous areas, protection of workers working under elevated conditions, accident reporting, medical & first aid provisions, lighting, housekeeping, sanitation etc.

   b. Weekly safety reviews and 'risk assessments' shall be carried out in conjunction with the Owner's representative in order to identify potential safety hazards and to militate against them. Contractor shall be required to maintain proper records of these inspections along with the checklists.

   c. The Contractor will be required to provide all personnel entering the Site a safety rules card with instructions on Do's and Don'ts and verbal explanation of the safety programme.

   d. Requiring all Sub-Contractors and other workers under the responsibility of the Contractor (including the Vendors or later phases of the construction of the Project) to adhere to the written safety programme.

   e. Tool box talk to be conducted by the Contractors appointed Engineer every morning & the report to be submitted to the Project Manger.

   f. Work permits for night work, hot work, working at height permits etc. shall be taken by Contractors from Project Manger/ Owner before starting of any work.

The Contractor has full responsibility for maintaining the Site in good and clean condition and removing all trash and debris on a daily basis to the satisfaction of the Owner's Representative. The Contractor is responsible for providing adequate sanitary facilities and maintaining them in a clean and healthy condition. If the Contractor fails to comply with the above the Owner's Representative & Owner will have the authority to get the same cleaned by an external agency and debit the expenses incurred on the same to the Contractor's account; but without being under any legal obligation to do so.

If, by reason of any accident, or failure, or other event occurring to, in, or in connection with the Project, or any part thereof, either during the execution of the Work, or during the Defects Liability Period, any remedial or other work is, in the opinion of Owner's Representative urgently necessary for the implementation of the safety programme of the Project by the Contractor and the Contractor is unable or unwilling at once to do such work, the Owner's Representative shall be entitled to employ and pay other persons to carry out such work as the Owner's Representative may consider necessary. If the work or repair so done by the Owner's Representative is work which, in the opinion of the Owner's Representative, the Contractor is liable to do at its own cost, then all costs consequent thereon or incidental thereto shall be recoverable from the Contractor and may be deducted by the Owner's Representative from any of the Retention Money and any moneys due or to become due to the Contractor and the Owner's Representative shall notify the Contractor accordingly, provided that the Owner's Representative shall, as soon after the occurrence of any such emergency as may be reasonably practicable, notify the Contractor thereof.

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

- The convenience of the public, or
- The access to, use and occupation of public or private roads, railways and footpaths to or of properties whether in the possession of Owner/Owner's Representative or of any other person.
- The Owner's /Owner's Representative's operation and utilization of the facility at the Site; and
- The Work of Vendors.

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

12.6 **Additional Safety Regulations:**

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

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

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

i. All combustible material, food matter, garbage, scrap, and other debris generated during the performance of the Work shall be collected and removed from the Site on daily basis. Arrangements for scrap burning should be discussed with Owner's Representative.

ii. An adequate number and type of fire extinguishers and sand buckets shall be provided at the Site for fire control and shall be kept/maintained in satisfactory and effective working condition, at all times.

iii. Rescue operation team with availability of stretchers and transport vehicle. This team shall conduct mock drills at regular intervals. The report of which shall be submitted by the contractor to the Owner's Representative.

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

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

i. The Contractor shall use only safe equipment in good condition. The Contractor shall not use or permit to be used the Owner's / Owner's Representative's equipment and the Owner / Owner's Representative shall not use the Contractor's equipment without prior written permission of the other.

ii. When working in an occupied building or area, the Contractor must before commencement of work familiarize himself with the hazards of that area, such as the location of flammable substances and toxic fumes and make suitable precautionary arrangements.

iii. Materials and equipment intended for installation in the Work as well as the Owner's / Owner's Representative's equipment and materials already in place are to be protected at all times from debris, weather, or any damage. The Contractor shall take all steps necessary to ensure the preservation condition of such equipment.

iv. The Contractor's materials, tools, and equipment shall be stored only in areas approved by the Owner's Representative for this purpose.

v. Site access and parking by the Contractor's personnel shall be at locations designated by the Owner's Representative. Only the Contractor's personnel necessary for the performance of the Work shall be permitted access to the Site. The Contractor and its employees and Sub-contractors shall adhere to all speed limits and traffic regulations at the Site.

vi. The Contractor and its employees and subcontractors shall strictly obey all "No Smoking" restrictions.

vii. The Contractor shall not operate or use or manipulate utilities at the Site without the Owner's Representative & Owner's prior written approval.

viii. No valves shall be turned off or on, or electrical disconnect switches operated except in an emergency. Any required utility "shut downs" will be scheduled and co-ordinated with the Owner's Representative.

ix. The Contractor shall make any requests for utility manipulation or "shut downs" in writing on least two (2) days' notice to the Owner's Representative.

12.9 **Safety with regard to site and housekeeping:**
The contractor shall depute a dedicated team of adequate number of worker under the responsibility of the Safety In-charge for carrying out the safety and housekeeping work at site on daily basis. Following shall be ensured by the Contractor and his safety & housekeeping team:

i. The use of intoxicants or unlawful drugs at the Site, in any degree, shall be strictly prohibited. The Contractor shall rigorously enforce this regulation.
ii. When overhead work is in progress in or around an occupied area, signs to denote such work prominently displaying "Overhead Work" shall be used and a barricade shall protect the area. Safety nets and appropriate catchments provisions shall be provided at suitable levels so as not to allow any material to fall on the ground.
iii. Dusty work, such as concrete breaking or demolition, in or near occupied areas, shall proceed only after wetting down the area and taking steps necessary to prevent dust from penetrating occupied areas and creating a nuisance.
iv. Care shall be taken not to block any door, passageway, and safety exit, fire fighting equipment, or safety equipment with materials or equipment.
v. Materials must be piled, stacked, or stored in a neat and orderly manner. All stacking, whether inside or outside a building, shall be parallel to or at right angles to the building line or fence. The stacking of materials shall be organised on daily basis.
vi. When noisy operations of a prolonged nature are necessary in or near an occupied area, arrangements must be made with the Owner's Representative for scheduling to minimize any nuisance in the occupied area.
vii. All critical and dangerous locations / areas at site shall be marked with caution signs, indications and directions in the form of well designed and uniform signages, the design of signages shall be approved by the Owner's Representative.

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

12.11 Notwithstanding anything herein before contained, particularly in Clause 12.4 and 12.5, the Contractor shall be liable to ensure and implement all safety measures, whether or not statutorily prescribed, to safeguard, preserve and protect the life, health and welfare of every workman employed/deployed/engaged directly or indirectly by the Contractor on the Site and in relation to or connected with the Work and all Vendors employed in later phases of the Project in addition to installing, providing every prescribed safety and protective equipment, clothing etc., and the mere absence of any reference to or specification of a particular statute or rule or regulation in this Contract shall not absolve the Contractor of an obligation to comply with every such law, rule or regulation. The obligations stipulated in Clauses 12.4 and 12.5 shall not in any manner be deemed to limit or restrict any obligation or duty that any law, rule or regulation may otherwise impose upon the Contractor. The Contractor shall be liable for all consequences/liabilities arising out of his violating any of the aforesaid provisions, including fines, penalties, compensations, damages, prosecutions, proceedings, medical expenditure and costs, rehabilitation costs and all other expenses connected therewith.

12.12 **Child Labour:**

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

12.13 **Crèches:**

If women workers are employed on the Work, the Contractor shall provide at his expense two rooms of -reasonable dimensions plus toilet facilities for the use of their children under the age of six years. One room shall be used as a playroom and the other as the bedroom of the children. The rooms shall be built to reasonably good specifications in consultation with the Owner's Representative & Owner. The rooms shall be well lit and well ventilated.

The Contractor shall provide adequate number of toys and games in the playroom and sufficient number of cots and beddings in the bedroom. The rooms shall be maintained absolutely clean, employing sweepers.

The Contractor shall provide Dai (ayah) to look after the children in the crèche. The use of the rooms earmarked as crèches shall be restricted to children, their attendants and mothers of the children.

13. CONTRIBUTION TOWARDS EMPLOYEE BENEFITS, FUNDS ETC.:

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

13.1 **Employees' State Insurance Scheme (ESI)**

The Contractor shall be liable to pay his contribution and Employee's contribution to the State Insurance Scheme in respect of all labour employed by him or for the execution of the contract in accordance with the provision of "The Employee's State Insurance Act, 1948" as amended from time to time.

13.2 **Employees Provident Fund (EPF)**

The Contractor shall obtain prescribed recommendations from the Regional Provident Funds Commissioner under the Employees' Provident Fund and Misc. Provisions Act, 1952 and shall cause provident fund contribution from all eligible employees and Contractor's contribution to be deposited regularly with the prescribed authority and in token of which shall submit every month necessary receipts/ documentary evidence as may be required by the Owner's Representative. The contractor shall also provide its P.F. registration number/ certificate to Owner's Representative. Any interim change in rates due to notification from EPF Dept. shall not be treated as a statutory increase or decrease.

In case the contractor fails to comply with above provisions as required by the authorities then the Owner's Representative & Owner shall be entitled to do so and recover such amounts including the associated costs incurred by them in doing so, from the contractor.

The Contractor must fully satisfy himself as to these points and allow coverage for the same in the rates while giving his tender. Nothing extra shall be paid on these accounts.

14. SETTING OUT AND SITE SURVEYS:

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

The approval by the Owner's Representative of the setting out by the Contractor shall not relieve the Contractor of any of the responsibilities, obligations, and liabilities under the Contract.

The Contractor shall be entirely and exclusively responsible for the horizontal, vertical and other alignment for all levels and dimensions and for the correctness of every part of the Work, and he shall rectify effectively any errors or imperfections evoked by the Owner's Representative. All such rectifications shall be carried out by the Contractor at his own cost and to the instructions and satisfaction of the Owner's Representative & Owner.

The Contractor shall employ qualified surveyors to carry out all the surveys and setting out works at the start of work and also during the course of execution whenever needed.

15. DRAWINGS, SPECIFICATIONS, INTERPRETATIONS ETC.:

For guidance of the bidder, Architectural, Structural, Landscape, & MEP Drawings are enclosed with these Tender Documents. These drawings are broadly indicative of the work to be carried out. These drawings are not the 'Construction Drawings' and details indicated there in are for guidance only and are liable to be modified by the Architect / Owner's Representative during course of actual construction. No claim whatsoever shall be admissible on account of changes that may be introduced later by the Owner's Representative / Architect / Consultant.

Within two (2) weeks after the issue of Letter of Intent, the Contractor shall be furnished by the Owner's Representative and/or Owner with one copies each of the Conditions of Contract, Specifications, and Schedule of Rates, without cost to him for his own use and for the use of his Sub-Contractors until the completion of the Contract. Additional copies of Contract Documents will be supplied on payment at actual cost basis. The architect through the Owner's Representative shall provide three copies of working drawings to the Contractor as the Work progresses. The timing of the provision of drawings shall be mutually agreed between the Contractor, Owner's Representative and Architect in conformity with the construction programme and with due regard for the need to order and specify materials and equipment to the Site. Additional copies of construction status drawings will be supplied on payment at actual cost basis. Contractor shall keep atleast one copy readily available at site for inspection and use by the Owner's Representative or his representative and any other person authorised by them.

In general, the Drawings shall indicate the dimensions, positions and type of construction, the Specifications shall stipulate the quality and the methods and performance criteria, and the Schedule of Rates shall indicate the rates for each item of work for evaluating change orders. However, the above Contract Documents being complementary, what is called for by any one shall be binding as if called for by all. Wherever there is a discrepancy between drawings and specifications, the drawings shall be followed. In interpreting the specifications, the following order of decreasing importance shall be followed:

BOQ
Technical Specifications
Drawing

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

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

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

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

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

No deviations shall be made by the Contractor, in the execution of the Work from the Drawings, Specifications, and other Contract Documents. Only the Owner's Representative & Owner shall issue interpretations and clarifications.

The Contractor shall immediately in writing bring any errors or inconsistencies in the Drawings and Specifications to the attention of the Owner's Representative for interpretation or correction before proceeding with the affected portion of the Work, and no claims or losses alleged to have been caused by such discrepancies shall be entertained or allowed at any stage. Local conditions, which may affect the Work, shall likewise be brought to the Owner's Representative's attention at once. If at any time it is discovered that work, which has been done or is being done is not in accordance with the approved Drawings and Specifications, the Contractor shall correct the work immediately. Correction of such work shall be at the expense of the Contractor and shall not form a basis for any claims for payment or extension of time. The Contractor shall carry out all the rectification work only after obtaining approval for the same from the Owner's Representative & Owner.

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

Drawings, Schedule of Rates, Specifications, and other Contract Documents, and all copies thereof furnished by the Owner's Representative shall become the Owner's property. They shall not be used on any other work and shall be returned to the Owner at his request or at the completion of the Contract.

16. WATER AND ELECTRICITY:

Refer Special Conditions of Contract Clause no. 28.

17. ASSIGNMENT AND SUB-LETTING:

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

18. SUB-CONTRACTORS:

As soon as practicable, but at **least four weeks** before awarding any Sub-Contract, the Contractor shall submit to the Architect, Owner and Owner's Representative in writing the names of the Sub-Contractors along with their profiles and work experience proposed for any part of the Work, for the approval of the Owner's Representative & Owner. The Contractor shall employ such Sub-Contractors only after he has received confirmation in writing of such approval from the Owner's Representative & Owner. Such approval, however, shall not relieve the Contractor of any of his responsibilities, obligations and liabilities under the Contract. The Contractor shall be responsible for the acts, defaults and neglect of all Sub-Contractors and their agents, servants and workmen. The Contractor shall not employ any Sub-Contractor to whom the Owner's Representative & Owner objects and/or does not approve.

19. SEPARATE CONTRACTS:

The Owner reserves the right to let other contracts in connection with the Project. The Contractor shall afford other contractors reasonable opportunity for their access to the Site, for the storage of their materials, and for the execution of their work, or if specified give assistance to such contractors for such purposes as are specified. The Contractor shall properly connect and co-ordinate his Work with that of the other contractors that may be employed or engaged by the Owner / PM and shall co-ordinate, communication among the PM, Architect, the Contractor, its Sub-Contractors and the Vendors and provide the facilities and oversee construction schedule, construction co-ordination and Site Safety for the Project. If any part of the Contractor's Work depends for proper execution or results upon the work of any other contractor, the Contractor shall inspect and promptly report in writing to the Owner's Representative any defects in such work that render it unsuitable for such proper execution and results. The Contractor's failure to so inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for receiving the work of the Contractor.

20. CO-ORDINATION OF WORK:

At the commencement of the Work, and from time to time, the Contractor shall co-operate with other contractors, Sub-Contractors, persons engaged on separate contracts in connection with the Project, Vendors, the Owner's Representative, the Owner and the Architect for the purpose of the co-ordination and execution of various parts / phases of the Project. The Contractor shall determine and ascertain from the Vendors and persons engaged on separate contracts, in connection with the Project, the extent of all chasings, cutting and forming of all openings, holes, details of all inserts, sleeves, etc. that are required to accommodate the various services.

The Contractor shall determine and ascertain the routes of all services and positions of all floor and wall openings, outlets, traps, the details of all inserts, equipment and services and shall carry out the construction and making good of all "builder's work" in accordance with and as shown, described and/or measured in the drawings, Specifications, and other Contract Documents. Also, the Contractor shall ensure that all required services, inserts, sleeves, embedment etc. are in place/ position before he proceeds with his work. Should the Contractor fail to comply with these requirements and the consequence of such failure necessitates the breaking, re-doing and making

good of any work, then the cost of all such breaking, re-doing and making good of any work shall be to the account of the Contractor and shall be borne by him. No breaking and cutting of completed work shall be done unless specifically authorised in writing by the Owner's Representative & Owner. No work shall be done over broken or patched work without first ascertaining that the broken surface is adequately prepared and reinforced to receive and hold further work, as determined by the Owner's Representative.

In order to ensure proper co-ordination is being undertaken, weekly meetings, chaired by the Owner's Representative & Owner, will be held with the various contractors and Architect, at which co-ordination will be discussed and minutes of actions proposed circulated.

21. USE OF CONTRACTOR'S FACILITY BY OTHERS:

Contractor shall allow the use of his access ways, scaffolding, temporary staging, lighting, and sources of temporary power and water, to other Contractors, Sub-contractors and Vendors etc., where necessary for their legitimate work, without let or hindrance, but in a coordinated manner. Should there be conflict, then direction of the Owner's Representative & Owner shall be final and all parties shall be bound by it. For use of water by other contractor / sub contractor and vendors they shall be allowed to draw only from the source of water free of cost. All extension required thereof shall be done at respective contractors, sub contractors at vendors cost. For electricity similar methodology shall be adopted however the cost of electricity consumption shall be chargeable to other contractors, sub contractors / vendors etc. on prevailing rates of **UKSEB**.

22. OVERTIME WORK:

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

22.2 Where work is being carried out in or around an operating plant / office or occupied building /premises and is liable to cause disturbance or interruption in working of the Plant / Office or inconvenience to the occupants of the premises, the Contractor shall work only at specified places and times as mutually arranged between the Contractor and the Owner's Representative so as not to cause any disturbance. Due to this the Contractor may be required to work during off-hours, Sundays and holidays. The Contractor shall not be entitled for any extra payment for doing work in the manner described above.

23. MATERIALS, WORKMANSHIP, STORAGE, INSPECTIONS ETC.:

23.1(A) Owner Supplied Material: -

23.1.1 The Owner will supply the materials as mentioned in Annexure – I / BOQ. At designated location at site, Unloading, transport within plot till required location etc will be contractor's responsibility). Required site, field testing & necessary report submission for necessary quality control measures. Reconciliation of the owner supplied material to be submitted along with monthly running account bill by contractor in the prescribed format. Sole responsibility rests with the contractor for procurement of all other materials required for completion of work within the stipulated time.

23.1(B) Contractor Supplied material

23.1.1 All the materials as mentioned in the BOQ except Owner supplied material shall be procured by the contractor. The quoted rates to include labour cost, basic cost of materials including all taxes etc., cost of accessories, transportation, handling, storage, safety, wastage, accounting and reconciliation for purchase of materials,

cost of electricity, water, Contractor's overheads and profits etc. excluding GST whatsoever applicable as per the statutory requirements.

However further lifting of the same material shall also be done by the Contractor to the respective floors at his own cost. Nothing extra shall be payable on this account.

23.1.2 Payment to the contractor shall be made on actual quantity used / installed in the works. All the wastages shall be to the contractor's account and the contractor shall be responsible to submit the reconciliation statement for materials.

23.1.3 On receipt of the detailed requisition from the contractor, the Owner would within the reasonable time negotiate and fixed rates with the supplier for a period of time and intimate the vendor, rates, time period and terms & conditions to the Contractor from time to time for procurement.

23.1.4 The rates would be for delivery of the material FOR site including loading at supplier's works and transportation to site. Unloading, handling, stocking, safety & security at site would be to the contractor' account.

23.1.5 All materials other than those listed in the Annexure-1 "Schedule of Owner Supplied Materials" shall be obtained by the Contractor at his own cost. No variation / escalation shall be payable to the Contractor till the project completion, on all materials.

23.1.6 All the materials shall only be deemed as under Contractor's custody and shall remain the property of the Owner at all times. Contractor shall not remove any material from the site without the prior written permission of the Owner's Representative & Owner. Contractor shall not have any right or claim whatsoever on the materials lying at site.

23.1.7 In case the Contractor fails / refuses to procure and provide any material, the Owner's Representative under the direction of the Owner in the interest of the work may resort to procure and provide such materials at the risk and cost of the Contractor. Under such circumstances a penal recovery @ 15% of the respective item rates shall be imposed on the Contractor and recovered from his bills / any outstanding payments.

23.1.8 The materials shall be fully accounted for by the Contractor as required hereinafter. In accounting for the materials, allowances, as indicated in the Annexure – 1 against each item, will be made to cover all wastages and losses that may have been incurred in the process of handling, storing, cutting, fabrication, fixing and installing. The contractor shall submit statement of account and reconciliation of material lying in Contractor's stores along with each Running Account Bill and consolidated statement of reconciliation along with Final Bill.

23.1.9 The Contractor shall, at all times when requested, satisfy the Owner's Representative & Owner by the production of records or books or submissions of returns that the materials are being used for the purpose for which they are procured and the Contractor shall at all times keep the records updated to enable the Owner's Representative & Owner to apply such checks as he may desire to impose. The Contractor shall, at all times, permit the Owner's Representative to inspect his godown. The Contractor shall not, without prior written permission of the Owner's Representative & Owner, utilise or dispose of the materials for any purpose other than intended in the Contract.

23.1.10 The Owner / Owner's Representative will not be responsible for any delay in the supply of material.

23.2 Materials and workmanship:

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

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

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

23.3 **Special makes or brands:**

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

Alternative equivalent brands if suggested by the Contractor during construction may be considered if approved brand is not available in market, provided the suggested brand fully meets the requirements and is acceptable to the Owner's Representative & Owner. The contractor has to furnish the rate analysis of all such items and get its prior approval from Owner's Representative & Owner before execution.

23.4 **Proper scheduling and delivery of materials:**

All materials and equipment shall be scheduled and delivered so as to ensure a speedy and uninterrupted progress of the Work, and the same shall be properly stored. Within fifteen days of signing of the Contract, the Contractor shall submit the material procurement schedule for approval of Owner's Representative & Owner for all materials to be procured by the Contractor and required to be supplied by the Owner's Representative & Owner.

It shall be the responsibility of the Contractor to give the quarterly requirement for the Owner supplied material in writing to the Owner's Representative at least four weeks prior to the latest date by which the Contractor needs these materials to suit the programmed execution of the Work. No extension of time shall be allowed for any delays caused due to the Contractor's failure to raise such requisitions.

23.5 **List of Materials:**

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

23.6 **Storage of materials and equipment at site**

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

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

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

Cement storage capacity of the Contractor shall be of **minimum 5,000 bags** to store substantial quantity of cement, keeping in view the tight schedule of the Work. Sand and aggregates shall be stored over hard concrete base or paved brick platforms. Reinforcement bars shall be stored diameter-wise over raised sleepers and protected from rain in suitable manner as approved by the Owner's Representative & Owner. Similarly, structural steel sections shall also be stored in the yard in a proper orderly manner.

23.7 **Right Type of Workmen, Plant and Machinery, Jigs, Tools, etc.:**

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

23.8 **Inspection:**

All materials, equipment, and workmanship shall be subject to inspection, examination and testing by the Owner's Representative at all times and stages during construction, manufacture and/or installation and they shall have the right to reject and order the removal and replacement of any defective material, equipment and / or workmanship or require its correction and rectification. The Contractor shall not proceed with any operation or sequence or trade of the Work until the previous operation or sequence or trade has been inspected and approved by the Owner's Representative & Owner. No embedded items or any other work shall be covered up unless these have been inspected and approved by the Owner's Representative & Owner. The onus shall be on the Contractor to get such inspections carried out and obtain such approvals. Should the Contractor fail to comply with these requirements, then all additional or redoing of work necessitated as a consequence thereof shall be at the Contractor's cost and expense. No inspection or approval shall relieve the Contractor of any of his responsibilities, obligations and liabilities under the Contract. No defective workmanship shall be repaired or patched up in any way without inspection and direction of the Owner's Representative & Owner.

Rejected workmanship shall be immediately corrected and rectified and rejected materials and equipment shall be removed and replaced with proper, specified and required materials and equipment, by the Contractor to the approval and satisfaction of the Owner's Representative & Owner. The cost of all such correction and rectification and such removal and replacement shall be to the account of the Contractor and shall be borne by him, and also, the Contractor shall be responsible for all delays in this regard. The Contractor shall promptly segregate and remove the rejected materials and equipment from the Site and shall not reuse them in the Work. If the Contractor fails to proceed at once with the correction and rectification of rejected workmanship and/or the removal and replacement of rejected materials and equipment, the Owner's Representative & Owner shall have the right to employ other persons / agencies to correct and rectify such workmanship and/or remove and replace such materials and equipment, and recover the cost thereof from the Contractor, or the Owner's Representative & Owner may terminate the right of the Contractor to proceed further with the Work.

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

23.9 **Testing:**

All the tests on materials (including owner supplied, if any), equipment, and workmanship that shall be necessary in connection with the execution of the Work, as decided by the Owner's Representative & Owner and as called for in the Contract Documents, shall be carried out at the cost of the Contractor at the place of work or of manufacture or fabrication or at the Site or at an approved testing laboratory or at all or any such places. The Contractor shall provide all assistance, instruments, machines, labour and materials as are required for the examining, measuring and testing as described above, which shall be got calibrated from approved laboratory at the specified frequency to ensure accuracy of results, the testing and all expenses connected with the tests as described above shall be borne by the Contractor.

23.10 **Certificates:**

The Contractor shall furnish, at his own cost, test certificates, calibration certificates for the various materials and equipment as called for by the Owner's Representative & Owner. Such test certificates should be for the particular consignment/lot/piece as decided by the Owner's Representative. The details in respect of the test and calibration certificates shall be as decided by the Owner's Representative for the relevant items.

24. SAMPLES, SHOP DRAWINGS:

After the award of the Contract, the Contractor shall furnish for the approval of the Owner's Representative & Owner, all samples of materials and shop drawings called for in Contract Documents or required by the Owner's Representative & Owner. The samples and shop drawings shall be delivered as directed by the Owner's Representative & Owner. The Contractor shall construct prototypes of works as laid down in the Contract Documents or as instructed by the Owner's Representative / Architect, such prototypes or samples, of works, after approval by the Owner's Representative shall serve as the standards to be achieved in the final construction. No extra payment shall be due to the Contractor for submission of material sample and preparation of shop drawings and prototypes. A schedule giving dates of the submission of samples and shop drawings shall be included in the time schedule. Samples / materials approved by the Owner's Representative & Owner, shall be kept at Site under safe custody of Contractor and on completion of the Work handed over to the Owner's Representative.

25. CONSTRUCTION PROGRAMME, SCHEDULES AND PROGRESS REPORTS:

25.1 **Construction Programme:**

i. Every contractor should furnish along with his tender an overall construction programme utilizing a known CPM software package like Microsoft Project, latest version. The construction programme shall clearly show all the sequential activities of work required to be carried out from the commencement of the Work up to the final Completion. Work associated with each of the packages, i.e., civil, water supply and sanitation, fire fighting and electrical works etc., shall be clearly identifiable.

ii. The construction programme shall be based on the required milestones as per the enclosed bar chart.

iii. The Tenderers proposed Construction programme and Payment Milestones should elaborate in detail on relevant Milestones as per the enclosed bar chart.

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

v. The submission to and approval by the Owner's Representative of such programmes or the furnishing of such particulars shall not relieve the Contractor of any of his responsibilities, obligations and liabilities under the Contract.

25.2 **Construction Schedules**:

Along with the construction programme described in Clause 25.1, the Contractor shall also submit the following schedules:

i. Manpower Schedule.
ii. Cash-flow Schedule.
iii. Plant and Equipment Schedule
iv. Materials Schedule (including status and mobilization programme)
v. Material samples Schedule
vi. Shop drawings Schedule (including status and delivery)

25.3 **Daily site reports:**
The Contractor shall throughout the contract period, submit daily site reports on an approved / prescribed proforma to the Owner's Representative. The reports will include, but not be limited to:

i. Record of the Site progress
ii. Number of employees on the Site
iii. Number of men employed on individual trades
iv. Plant and machinery at site (including an indication as to whether the plant is working or standing)
v. Notification of accidents, if any
vi. Events influencing the progress of the Work

25.4 **Site Order Book –** the contractor shall maintain the site order book for the day to day records of deficiencies / rectifications required etc.

25.5 The records should include all staff employed by the Contractor as Sub-contractors.

25.6 **Site Register:**

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

- Concrete Pour Register – the contractor shall maintain the concrete pour register for taking the instructions from the Owner's Representative & Owners.

25.7 **Progress Reports:**
At the end of each month the Contractor shall submit a monthly progress report in a prescribed / agreed format with the Owner's Representative. The reports shall include 2 sets of progress photographs taken from pre-determined locations, which illustrate the progression of the Work.

26. BUREAU OF INDIAN STANDARDS:

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

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

27. TOLERANCES:

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

the Contractor and shall be deducted by the Owner / Owner's Representative from any money that may be payable or that may become payable to the Contractor.

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

28. PROTECTIONS OF WORKS:

28.1 **Protection of works:**
The Contractor shall take full responsibility for the proper care and protection of the Work from commencement of work until completion and handing over of the Work to the Owner's Representative at no additional cost. The Contractor shall protect and preserve the Work in every way from any damage, fire or accident, including by providing temporary roofs, boxing or other construction as required by the Owner's Representative. This protection shall be provided for all property on the Site as well as adjacent to the Site. The Contractor shall adequately protect, to the satisfaction of the Owner's Representative, all the items of finishing work to prevent any chipping, cracking, breaking of edges or any damage of any kind whatsoever and to prevent such work from getting marked or stained or dirty. Should the Contractor fail to protect the Work or any part thereof and should any damage be caused to the same, the Contractor shall be responsible for all replacement and rectification, as directed by the Owner's Representative, and all costs and expenses in connection with such replacement and rectification shall be to the account of the Contractor and shall be borne by him.

28.2 The Contractor shall in connection with the Work provide and maintain at his own cost all lights, security guards, fencing and anything else necessary for the protection of the Work and for the safety of the public and every one associated with the Work, all to the approval and satisfaction of the Owner's Representative.

28.3 All operations necessary for the execution of the Work shall be carried out so as not to interfere with the convenience of the public, or with the traffic, or the access to, use and occupation of public or private roads and footpaths or of properties whether in the possession of the Owner or of any other person. The Contractor shall save harmless and indemnify the Owner & Owner's Representative in respect of all claims, proceedings, damages, costs, charges, and expenses whatsoever arising out of or in relation to any such matters.

29. CLEANING OF WORKS AND CLEARING OF SITE:

29.1 The Contractor shall maintain the Site, adjoining areas within 20 meters all around site and all Work thereon in neat, clean and tidy-conditions at all times. The Contractor shall remove all rubbish and debris from the Site and adjoining areas on daily basis and as directed by the Owner's Representative. Suitable steel skips shall be provided at strategic locations around the Site to receive waste and packaging materials.

29.2 Just prior to the Final Completion of the Work, or whenever so directed by the Owner's Representative, the Contractor shall carry out all the work necessary to ensure that the Site & 20 meter area all around site is clear and the Work are clean in every respect, the surplus

materials, debris, sheds and all other temporary structures are removed from the Site, all plant and machinery of the Contractor are removed from site, the areas under floors are cleared of rubbish, the gutters and drains are cleared, the doors and sashes are eased, the locks and fastenings are oiled, all electrical, plumbing and other services are tested and commissioned, the keys are clearly labelled and handed to the Owner's Representative, so that at the time of Final Completion the whole Site and the Work are left fit for immediate occupation and use, to the approval and satisfaction of the Owner's Representative and the Owner.

29.3 Should the Contractor fail to comply with the cleaning requirements, whether progressively or before completion, or fail to clear the Site and 20 meter area all around site as directed and required, then the Owner's Representative, after giving due notice in writing to the Contractor, shall have the right to employ other persons or agencies to carry out the cleaning and/or clearing work and all costs incurred on such work shall be recovered from the Contractor and shall be deducted by the Owner / Owner's Representative from any money that may be payable or that may become payable to the Contractor.

30. METHOD OF MEASUREMENT:

All Works shall be measured for making payments to the Contractor. To evaluate Work under this Contract and instructed as per work order/change orders issued by the Owner's Representative & Owner, the standard method of measurement in accordance with the Standards laid down by Bureau of Indian Standards (IS: 1200) shall be followed. However if definite methods of measurements are stipulated in the Schedule of Rates or Specifications, then the same shall supersede BIS methods and shall be followed. In the event of any dispute with regard to the method of measurement of any work, the decision of the Owner's Representative & Owner shall be final and binding and no extra claims shall be entertained or allowed at any stage in this regard.

31. COVERING UP:

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

32. PAYMENTS AND SECURED ADVANCE:

Payments for executed work:

32.1 **Billing:**
The Contractor shall prepare measured RA bills as directed by the Owner's Representative (detailed measurement, abstract sheet, purchase bills, Muster Roll, copy of PF & ESI challan and its deposit receipt, copy of GST challan and other supporting documents) once per month and submit the same to the Owner's Representative in quadruplicate for checking and issue of interim certificate. Contractor shall also provide soft copy of the bills prepared on latest version of MS office software.

32.2 **Payment of Bills:**
*Running Account Bills***:**
The Contractor has to submit the Running Account Bills in quadruplicate once in a month along with detailed measurements in serially machine numbered register, abstract sheets, deviation statement for on going and completed work, purchase bills, materials reconciliation statement and any specific instructions which may be given in this regard by the Owner's Representative shall also be adhered to by the Contractor.

32.3 **Running Bill Certification:**

i. The Contractor shall prepare and submit running bills to the Owner's Representative once a month throughout the Construction period. Provided that amount of said billing exceeds the minimum value for the running bill stipulated in the Schedule of Fiscal Aspects annexed to these General and Special Conditions of Contract.

ii. Running bills shall be presented along with soft copy in a format to be agreed in advance with the Owner's Representative and shall be supported by, detailed measurements item by item.

iii. Retention Money and Recovery of Mobilization Advance shall be applied to interim billings as mentioned elsewhere in the general conditions of contract.

iv. Cost of materials if any issued by the Owner shall be recovered from the running bills at rates specified in the Contract Documents.

v. Within 7 days of the receipt of Contractor's running bill for payment, the Owner's Representative shall check and point out corrections, if any to be made in the bill. The Contractor shall correct the bill and resubmit the same to the Owner's Representative.

vi. Within 30 days of receipt of the corrected bill from the Contractor, the Owner's Representative shall check the bill and certify the bill for payment.

vii. The payment of running bills shall be made by the Owner within 15 days from receipt of the Owner's Representative's approval certificate for payment.

viii. All running bills shall be accompanied with detailed material reconciliation statements for cement, steel and other Owner supplied materials.

ix. Any running / interim Certificate of Payment given by the Owner's Representative relating to the work done or the materials delivered shall be adhoc in nature and may be modified or corrected by any subsequent interim Certificate or the Final Certificate of payment. No certification by the Owner's Representative supporting an interim payment shall itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the Contract.

x. The Owner will get every bill audited by their Technical Auditors after certification by the Owner's Representatives.

32.4 **Retention Money:**

Deduction towards Retention Money shall be made at 5% of the value of Work as certified by the Owner's Representative during each running bill subject to a maximum of 5% of the contract value. Release of retention money shall be as per Schedule of Fiscal Aspects. The Retention Money shall not carry interest

32.5 **Final Bill:**

i. The final bill shall be submitted by the Contractor within one month of the date fixed for Final Completion of the Work or of the date of the Final Completion Certificate furnished by the Owner's Representative, whichever is later.

ii. The final bill will be checked by the Owner's Representative within 30 working days from the date the bill is received by the Owner's Representative (provided the Contractor has complied with all formalities as described in various clauses of the Contract) and thereafter the same would be forwarded to the Technical Auditor for verification and certification.

iii. The Technical Auditor shall certify the bill within 15 days on receipt from the Owner's Representative.

iv. The payment of the final bill shall be made to the Contractor by the Owner within 180 days from receipt of the Technical Auditor's approved certificate for payment and acceptance the same by the Owner.

v. No further claim shall be made by the Contractor in respect thereof even after submission of the final bill and the same shall be deemed to have been fully waived and absolutely extinguished.

vi. The final billing shall be accompanied by all substantiating documentation as required for running bills with the addition of the following items that shall be supplied by the Contractor:

a. All written guarantees / warranties and spares required by the Contract documents.

b. Operation and Maintenance manuals and instructions for equipment and apparatus.

c. One (1) reproducible and two (2) blue prints of all requisite As Built drawings along with the soft copy thereof on latest version of AutoCAD software.

32.6 **Certificate for payment format: (To be finalized later with Owner's Representative)**

Value of Work done for Interim Certificate	'A'
Total A	
Deductions:	
Retention **5%** on 'A' subject to a maximum of 5% of Contract value.	'B'
Value of Material issued by the Owner (Actually used by the Contractor in the work completed up to that period)	'C'
Mobilization advance recovery on pro rata basis From 2nd R A Bill in such a manner that full advance recovered at 80% work done	'D'
Previous Payments made	'E'
Any other Deductions including TDS/GST	'F'
Total Deductions:	**'G '**
Net Bill Value	**A(-)G**

32.7 **Withholding of payments**

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

i. Defective work not remedied by the Contractor.
ii. Failure of the Contractor to make payments properly and regularly to his own workers, to his Sub-Contractors, to his suppliers.
iii. Damage by the Contractor to the work of other Contractors, Sub-Contractors or Vendors.
iv. A reasonable doubt that the Contract cannot be completed for the balance unpaid amount.
v. A reasonable doubt that the Contractor intends to leave work items incomplete.

vi. Failure of the Contractor to execute the Work in conformity with the Contract Documents.
vii. Failure of the Contractor to meet or keep-up with the approved Construction Programme.
viii. Failure of the Contractor to comply with and fulfill all contractual obligations and liabilities stipulated in the Contract Documents.

32.8 **Secured Advance – NIL.**

33. RECTIFICATION OF IMPROPER WORK NOTICED:

If it shall appear to the Owner's Representative during the progress of the Work that any work has been executed with unsound, imperfect or unskilful workmanship or with materials of any inferior description or that any materials or articles provided by the Contractor for the execution of the Work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the Contract, the Contractor shall, on demand in writing from the Owner's Representative specifying the work, materials or articles complained of, notwithstanding that the same may have been passed and certified, forthwith rectify or remove and reconstruct the work so specified in whole, or in part as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost and in the event of his failing to do so within a period so specified by the Owner's Representative in his demand aforesaid, the Owner's Representative may rectify or remove and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expense in all respects of the Contractor, and deduct the expenses from the Retention Money or any sums that may be due at any time thereafter may become due to the Contractor or from his performance bond.

34. CHANGE ORDERS:

34.1 The Owner / Owner's Representative reserves the right to alter the Scope of Work (See Clause 2.6) and consequently the Contract Price shall be suitably adjusted for such changes by reference to the rates in the Schedule of Rate. All change orders shall be issued by the Owner's Representative & Owner and the onus shall be on the Contractor to obtain such prior written consent of the Owner's Representative & Owner.

34.2 If the rates for the extra, additional, altered or substituted items of work are not specifically provided in the Schedule of Rates then such rates shall be derived by interpretation /interpolation from the rates that are specified for a similar class of work in the Contract. The Owner's Representative's interpretation as to what is a similar class of work and his decision on the method in which the rate is to be derived shall be final and binding on the Contractor.

34.3 If the rates for the extra, additional, altered or substituted items of work cannot be determined in the manner specified above, then the rates for such work shall be determined on the basis of actual /theoretical consumption of materials, and actual /theoretical use of labour, as detailed below; consideration of actual or theoretical consumption shall be at sole discretion of the Owner's Representative.

i. Cost of materials actually used by the Contractor and /or by theoretical analysis of consumption of materials at work, at no more than prevailing market rates, actually incorporated in the Work.

ii. Cost of labour actually used at the Site and /or by theoretical analysis of labour utilization on the Work at prevailing rates of labour.

iii. 15% of the costs in respect of (i) and (ii) above, towards Contractor's establishment, water & electricity charges, tool & plants, all other costs, overhead & profit plus applicable Taxes in **Noida, Uttar Pradesh.** Said 15% component (Contractor's

overheads and profit) shall not be allowed on Owner supplied items, if any. Instead, 5% will be paid on the cost of the Owner supplied items as Contractor's handling charges.

iv. For this purpose the Contractor shall submit to the Owner's Representative detailed analysis of the rate proposed by the Contractor supported by relevant vouchers along with the estimated quantity of work item involved.

v. In case contractor executes any extra additional, altered or substituted items of work through the agency identified and negotiated by the Owner's Representative Co-ordination charges to main contractor shall be 5% plus Taxes as applicable only over the rates analyzed for the specialized agency for such items. However, this shall not be applicable on items mentioned in Annexure-1 for Owner supplied materials, if any, which shall be treated as mentioned else where in this tender.

34.4 If the Contractor and the Owner's Representative cannot agree on a rate as determined in accordance with this sub-clause, then the Owner's Representative may determine a reasonable rate which shall be final and binding on the Contractor or, at the Owner's /Owner's Representative's option, may order and direct the work to be carried out by such other persons or agencies as it may think fit, and such other persons or agencies shall not, in any manner be prevented or obstructed in their work or from entering upon the Work by the Contractor for the purpose of carrying out such work. The Contractor shall not be entitled to any payment whatsoever in connection with such work carried out by such other persons or agencies.

Before any extra work is undertaken by the Contractor, he shall ensure that he has received from the Owner's Representative & Owner a specific Change Order on a mutually agreed proforma, signed and approved by the Owner's Representative & Owner. No additional payments shall be made to the Contractor without prior agreement and receipt of the necessary signed Change Order. Each Change Order shall clearly state the value of the additional work agreed to and signed for by the Owner's Representative & Owner.

The Contractor shall at monthly intervals submit to the Owner's Representative an account giving particulars, as full and detailed as possible, of additional work ordered in writing by the Owner's Representative and which the Contractor has executed during the preceding month. In case any Change Order instructed by the Owner's Representative causes a delay in the completion of the Work causing the Contractor to overrun the time fixed for completion of the Work, the contractor shall notify the Owner's Representative in writing about such expected delay, before /issuance of such change order by the Owner's Representative. If necessary and if requested by the contractor with in 3 days of the receipt of the change order in writing, the PM shall organize with due dispatch, a joint review on the question of expected delay, to be held and had amongst the Contractor, Owner's Representative and the Owner with or without the assistance of the Architect and the issue of such expected delay would be immediately resolved through such joint review to facilitate extension of time for completion of the Work.

35. DEDUCTIONS FOR UNCORRECTED WORK:

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

35.2 Furthermore if, by reason of any accident, or failure, or other event occurring to, in or in connection with the Work, or any part thereof, either during the execution of the Work or during the Defects Liability Period, any remedial or other work or repair shall, in the

opinion of the Owner's Representative, be urgently necessary for the safety of the Work, or any part thereof, and the Contractor is unable or unwilling to immediately and at once do such work or repair, the Owner's Representative may employ and pay other persons or agencies to carry out such work or repair as the Owner's Representative may consider necessary. If the work or repair so done by other persons or agencies is work which, in the opinion of the Owner's Representative, the Contractor was liable to do at his own expense under the Contract, then all expenses incurred by the Owner / Owner's Representative in connection with such work or repair shall be recovered from the Contractor and shall be deducted by the Owner / Owner's Representative from any money that may be payable or that may become payable to the Contractor or from the Contractor's performance bond.

35.3 The defective or uncorrected work of the Contractor at any stage (during or after completion of work) may adversely affect or damage the work of other Vendors. Contractor shall at his own cost immediately rectify, correct or replace both his defective work as well as the work of the other Vendors so damaged, with in the time period stipulated by the Owner's Representative, so as not to effect the progress and quality of other Vendor's work. In case the Contractor fails to do the necessary corrections to the satisfaction of Owner's Representative or unduly delays the correction work, then the Owner's Representative shall be at liberty to get the correction work done and if the correction work is not possible, then any extra work necessary to cover the defect or damage, done through same / any other Vendor at Contractor's cost.

Actual costs including any incidentals thereof incurred by the Owner's Representative on such corrections / extra works shall be recovered from the payments or any amounts due to the Contractor.

36. TIME FOR COMPLETION:

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

36.2 **Completion Period:**
The date of commencement of the Work shall be as mentioned in the Schedule of Fiscal Aspects.

The Milestone dates shall be as per the schedule attached. In case the Contractor fails to meet the above stipulated completion period, Contractor shall be liable to pay to the Owner through the Owner's Representative, the liquidated damages as specified in Clause **43** of General Conditions of Contract.

In addition to his own work in the overall time period, the Contractor shall provide for the works of other Sub-contractors and Vendors, including those employed directly by the Owner / Owner's Representative.

36.3 **Causes of delay for which claims for extension of time may be considered;**
The Contractor shall be entitled to claim for extension of time, subject to the Conditions herein, should he be delayed or impeded in the execution of the Work by reason of the following:

i. Force Majeure;
ii. Any change orders directed by the Owner's Representative, which in the opinion of the Owner's Representative entail the requirement of additional time for completion of the Work.

36.4 In respect of items 36.3. (i) and (ii) above, the Contractor shall submit in writing to the Owner's Representative his intention to claim for an extension of time within seven (7) working days of any of the above mentioned reasons or events causing a delay. Any claim of extension of time in respect of item (ii) shall be notified by the Contractor before such change order is actually issued. The Contractor shall thereafter detail and submit his claim for the extension of time within fourteen (14) working days of such delay having occurred. If the Contractor does not comply with both these conditions for each and every delay caused by any of the above-mentioned reasons or events then he shall not be entitled to any extension of time.

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

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

37. NO FINANCIAL OR OTHER COMPENSATION FOR DELAYS:

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

38. SUFFICIENCY OF TENDER:

The Contractor shall 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, if any. The tender rates and prices shall cover all his obligations under the Contract and all matters and things necessary, for the proper completion and maintenance of the Work.

39. PROPRIETY & OCCUPATION OF EXECUTED WORK:

All executed work, whether in part or in whole shall be the exclusive property of the Owner and ensured as such by the Owner's Representative. The Contractor or any of his Sub-Contractors or their employees or workmen or servants or agents shall not be entitled to the use of any such work except for the purpose of carrying out subsequent work that is required to be carried out under the Contract or to complete the Project. The Owner's Representative shall ensure that the Owner shall have the right to occupy and take over the Work or any part thereof at any time during the progress of the Work or upon their completion, irrespective of any pending claims or disputes that the Contractor may have against the Owner. Such occupation shall not relieve the Contractor of any of its obligations under the Contract.

40. INDEMNITY:

40.1 The Contractor shall indemnify, defend and hold and keep indemnified, the Owner / Owner's Representative, including their employees, officers, representatives, servants, agents, suppliers, vendors and any other persons claiming through or under them from and against all actions, suits, claims costs, liabilities and demands brought or made against the Owner / Owner's Representative in respect of:

i) any matter or thing done or omitted to be done by the Contractor or any of his Sub-Contractor(s) or their employees, workmen, representatives, agents, servants or suppliers in the execution of or in connection with the Work; or

ii) any matter or thing done or omitted to be done by the Contractor or any of his Sub-Contractor's about performance under this Contract; or

iii) against any loss or damage to the Owner / Owner's Representative in consequence of any action or suit being brought against the Contractor or any of his Sub-Contractor(s) or their employees, workmen, representatives, agents, servants or suppliers for anything done or omitted to be done in execution of the Work and the Project Coordination Services under this Contract; including but not limited to a) meeting the Project milestones, b) non-compliance with the applicable laws and regulations of the government and local authorities, c) not obtaining the relevant licenses and permits, d) infringing any patents rights specifically regarding use, storage and disposal of hazardous materials.

The obligations of the Contractor under this clause shall survive the termination of this Contract.

iv) The Contractor shall ensure that the Sub-Contractors indemnify, defend and hold, and keep indemnified the Owner / Owner's Representative, including their employees, officers, representatives, servants, agents, suppliers, vendors and any other persons claiming through or under them harmless from all actions, suits, claims, costs, fines, judgements and liabilities in respect of:

a) any matter or thing done or omitted to be done by the Sub-Contractors or their employees, workmen, representatives, agents, servants and suppliers in execution of or in connection with the Work; or

b) any matter or thing done or omitted to be done by the Sub-Contractors or their employees, workmen, representatives, agents, servants and suppliers arising out of or in any way alleged to be in connection with Sub-Contractors' performance under this Contract;

including but not limited to a) not meeting the Project milestones, b) non-compliance with the applicable laws and regulations of the government and local authorities, c) not obtaining the relevant licenses and permits, d) infringing any patents rights and specifically regarding the storage, use or disposal by the Sub-Contractors of hazardous materials in, on or under the Site or at any location whatsoever in connection with the Project in any way.

The Sub-Contractors' responsibility under this indemnification shall also include any and all hazardous materials introduced to the Site by their agents, representatives, employees, workmen, servants and suppliers. The obligations of Sub-Contractors under this clause survive the termination or expiry of this Contract.

41. CORRECTION OF WORK BEFORE FINAL COMPLETION OF WORKS:

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

42. FINAL COMPLETION OF WORKS:

42.1 The Works shall be considered as Final Complete only upon fulfillment of the procedure laid down in Clause 36 above, and only after the Work has been completed in every respect in conformity with the Contract Documents and after all the systems and services have been tested and commissioned, and after the Site has been cleared and the Work cleaned in accordance with Clause 28 & 29 and when the Owner's Representative & Architect has certified in writing that the Work is finally Complete. The Defects Liability Period shall commence from the date of such Certificate of Final Completion.

42.2 Should, before Final Completion, the Owner / Owner's Representative decide to occupy any portion of the Work or use any part of any equipment, the same shall not constitute an acceptance of any part of the Work or of any equipment, unless so stated in writing by the Owner's Representative.

42.3 Prior to the issue of the Final Completion Certificate, the Contractor shall submit and hand-over to the Owner / Owner's Representative the keys to all locks, all operation and maintenance manuals for systems and services, material reconciliation statements, warrantees, as built drawings, any spares called for in the Contract, and every thing else necessary for the proper use and maintenance of the Work complete with all systems and services.

42.4 It is clarified that all materials whether owner supplied or not shall be procured by the contractor at his own cost for carrying out correction work. No charges shall be paid on this account.

43. LIQUIDATED DAMAGES / PROGRAMME CHART / MILESTONES:

If the Contractor fails to comply with the time for completion, in accordance with Sub-Clause 43a below, then the Contractor shall pay to the Owner the relevant sum as liquidated damages for such default and not as penalty (which sum shall be the only monies due from the Contractors for such default) in the manner as follows:

a) An amount of **INR 5,00,000/- (Rupees Five Lacs Only)** shall be deducted as liquidated damages for each delay in achieving the milestones as per agreed schedule. The amount so required to be paid by the contractor shall be recovered from the Running Account bill submitted immediately after the milestone for which the delay has occurred. However, the cumulative deducted amount shall be refunded if the next milestone is met with. Still the Owner / Owner's Representatives decision shall prevail. These milestones based Liquidated Damages will have no relation with the liquidated damages as per section (b) of this clause.

b) Overall liquidated damages shall be levied at the rate of **0.1%** of contract value per day of delay for the number of days that the completion date as stated in the taking-over certificate of the whole work awarded is late from the stipulated date of completion. The total amount of liquidated damages shall not exceed **5% (Five percent)** of the contract value as per the agreement. The amount so deducted from RA bill(s) as mentioned in (a) above, shall finally be adjusted while calculating the overall delay in completion of the work. The amount so recovered shall either be adjusted/refunded or more shall be recovered depending upon the overall delay, if any, calculated @ 0.1% per day of delay.

The Owner may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies due or that may become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligations to complete the Works, or from any other of his obligations and liabilities under the Contract.

If the intended completion date is extended after liquidated damages have been paid, after accounting for the valid grounds for the extension of time, if any, the amount so deducted as liquidated damages shall be returned.

43a. PARTIAL OCCUPATION BY EMPLOYER:

If at any time before the whole of the Works have reached substantial completion, the Owner with intimation to the Contractor may take possession of, and occupy any part of the same (any such part being hereinafter in this Condition referred to as "the relevant part"), notwithstanding anything expressed or implied elsewhere in this Contract

44. PENALTY / FINE:

44.1 If the Owner's Representative notifies the Contractor of non-compliance with safety codes as in Clause no. 12.4 and 12.5 and the labour laws etc. Contractor shall immediately if so directed or in any event not more than 10 hours after receipt of such notice, make all reasonable effort to correct such non-compliance and to ensure that there is no reoccurrence of such non-compliance.

44.2 If the Contractor fails to do so, the Owner's Representative & Owner shall levy fine of Rs.500 per head per day for not complying with safety codes & labour laws etc.

45. GUARANTEES:

45.1 The Contractor understands and agrees that the Owner / Owner's Representative is expressly relying and will continue to rely on the skill and judgment of the Contractor in executing the Work and remedying any defects in the Work. The Contract represents and warrants that :-

i. The Contractor shall perform the Work in a timely manner, in strict accordance with the Contract Documents, and consistent with generally accepted professional, construction and construction-supervision practices and standards provided by an experienced and competent professional contractor and construction supervisor rendered under the same or similar circumstances.

ii. The Contractor is and will be responsible to the Owner / Owner's Representative for the acts and omissions of all Sub-Contractors and their respective employees, agents and invitees and all the persons performing any of the Work.

45.2 Besides the guarantees required and specified elsewhere in the Contract Documents, the Contractor shall in general guarantee all work executed by the Contractor and the Sub-Contractors for Defects Liability Period from the date of issue of the Final Completion Certificate. Those parts of the Work or equipment or installations, for which extended guarantee periods are stipulated elsewhere in the Contract Documents, shall be guaranteed for such periods that are so stipulated. The duration of the Defects Liability Period, unless specified otherwise, shall be the extent of length of such guarantee periods.

45.3 The Contractor represents, warrants and guarantees to the Owner / Owner's Representative, inter alias that:

i. The construction of the Project shall be approved and capable of use, operation, performance and maintenance for accomplishing the purpose for which it has been built and acquired.

ii. The Work shall comply with the Specifications, Drawings, and other Contract Documents.

iii. The Work shall, for Defect Liability Period from the date of issue of the Final Completion Certificate, be free from all defects and the Project shall be of structural soundness, durability, ease of maintenance, weather tightness etc.

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

v. The Work performed for the Owner / Owner's Representative shall be free from all liens, charges, claims of whatsoever nature from any party other than the Owner & Owner's Representative.

45.4 Where, during such guarantee periods as mentioned above, any material or equipment or workmanship or generally any item of work fails to comply or perform in conformity with the requirements stipulated in the Contract Documents or in accordance with the criteria and provisions of the guarantee, the Contractor shall be responsible for and shall bear and pay all costs and expenses for replacing and/or rectifying and making good such materials, equipment, workmanship, and items of work and, in addition, the Contractor shall be also responsible for and shall bear and pay all costs and expenses in connection with any damages and/or losses suffered as a consequence of such failure.

45.5 All guarantees required under the Contract shall be in the format approved by the Owner's Representative and submitted to the Owner's Representative by the Contractor when requesting certification of the final bill.

46. DEFECTS LIABILITY:

The Defect Liability Period shall be applicable as mentioned in the schedule of Fiscal Aspects.

46.1 **Maintenance by contractor during defects liability period:**
All defective items of work and defects noticed and brought to the attention of the Contractor during the Defects Liability Period shall be promptly and expeditiously attended to and replaced and/or rectified and made good by the Contractor at his own cost, to the complete satisfaction of the Owner & Owner's Representative.

46.2 **Replacement and/or rectification and making good by contractors of all defective materials, equipment and/or workmanship during defects liability period:**
The Contractor shall replace and/or rectify and make good, at his own cost, and to the satisfaction of the Owner & Owner's Representative, all defective items of work and defects arising, in the opinion of the Owner's Representative, from materials, equipment, and/or workmanship not performing or being in accordance with the Drawings or Specifications or the instructions of the Owner's Representative or other Contract Documents or the best engineering and construction practices, and which may appear or come to notice within Defects Liability Period after Final Completion of the Work. Any item, material or matter repaired or replaced shall receive a new Defects Liability Period of like duration beginning upon the date the repaired or replaced item, material or matter is returned for use to the Owner / Owner's Representative, provided that the aggregate guarantee period shall not exceed **36 months**. The Contractor shall be also liable for all costs associated with damages and/or losses which are a consequence of such defective items of work and defects, and such costs shall be recouped by Owner's Representative from the Contractor and shall be recovered from the Retention Money held and/or from the Contractor's final bill (if the final bill has not been certified and paid for at the time), or the same would otherwise be recovered from the Contractor.

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

All the material whether Owner supplied or not shall be supplied by the Contractor at his own cost for undertaking any correction/rectification/replacement of defective/damaged or uncorrected works.

46.3 **Taking over of the works by the Owner / Owner's Representative**
The Contractor shall be responsible to maintain all his works till completion of the Defects Liability Period and to handover the floor to the Owner's Representative & Owner. In this regards the works would be jointly inspected by a team comprising of representatives of Contractor and the Owner's Representative, for noting any discrepancy, defect, shortcomings. Within the time period specified by the Owner's Representative the Contractor shall rectify, correct or replace the defective works so noted during the joint inspection, at his own cost to the satisfaction of the Owner's Representative. On acceptance of the contractor's work, the contractor shall prepare the inventory of his works, and hand over the floor & the inventory to the Owner's Representative.

During carrying out the rectification, correction or replacement works as mentioned above the Contractor shall take all necessary precautions to safeguard the existing finishing and works of other Vendors against any damage. In case the works of other Vendors are damaged by the Contractor while undertaking the rectification / replacement work, the Contractor shall rectify / replace the works so damaged at his own cost to the satisfaction of the Owner's Representative.

On failure of the contractor to rectify, correct or replace the defective works or on undue delay on part of the contractor for the same, the Owner's Representative shall be at liberty to undertake the correction works by itself or through any Vendor at the Contractor's cost. All such costs including any incidentals thereof incurred by the Owner's Representative shall be recovered from the Contractor's payments or from any amounts due to the Contractor.

Taking over of the works prior to completion of the Defects Liability Period by the Owner's Representative & Owner shall not discharge the contractor of his responsibilities for the balance Defects Liability Period and the Defects Liability Period shall remain in force till completion of Defects Liability Period as mentioned in Schedule of Fiscal Aspects.

On removal of all the defects, handing over to the Owner's Representative & Owner and successful completion of the Defects Liability Period by the Contractor, the Owner's Representative shall issue the Final Completion Certificate to the contractor and the Defects Liability Period shall deemed to be complete.

47. FINAL COMPLETION OF THE WORK:

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

48. FORCE MAJEURE:

48.1 The right of the Contractor to proceed with the Work shall not be terminated because of any delay, subject to the time limits set forth in this clause, in the execution of the Work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, or the Sub-Contractors, defined under Force Majeure, as Acts of God or that of the public enemy, terrorism, restraints of Governing States, fires and floods. The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: a) any strike, work-to-rule action, go-slow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event), (c) economic hardship and (d) changes in applicable laws.

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

demobilization, break charges or any other expense. Failure to agree on an equitable settlement shall be deemed to be a dispute.

49. TERMINATION OR SUSPENSION OF THE CONTRACT BY THE OWNER / OWNER'S REPRESENTATIVE:

49.1 The Owner / Owner's Representative, may without, prejudice to any other right or remedy and after giving the Contractor seven days notice in writing, terminate the employment of the Contractor and take charge of all materials, equipment, tools, and plant and machinery thereon and use these as the Owner's property for the completion of the Project. Such decision for termination of the Contract would be taken by the Owner's Representative & Owner based on the fact if, in their opinion, sufficient cause exists to justify such action, on the happening of all or any of the following events: -

i. if the Contractor shall be adjudged bankrupt; or
ii. if he should make a general assignment for the benefit of his creditors; or
iii. if a receiver shall be appointed on account of his insolvency/bankruptcy; or
iv. if he should persistently or repeatedly refuse to carry out the Works diligently; or
v. if he should fail to provide enough properly skilled workmen or proper materials or equipment or plant and machinery or tools or anything else necessary for the progress of the Work in accordance with the approved Construction Programme and not able to achieve the milestone provided in the said programme; or
vi. if he should fail to make prompt payments to Sub-Contractors or to suppliers for materials or equipment or to his workers; or
vii. if he should persistently disregard laws or ordinances or instructions of the Owner / Owner's Representative; or
viii. if he should be guilty of a violation or breach of any provision of the Contract; or
ix. if he has abandoned the Contract; or
x. if he has failed to commence the Work within the time specified or if he has suspended the Work.

49.2 In the event of the termination of the Contract as mentioned in Clause 49.1 above, the Contractor shall not be entitled to receive any further payment until the Project is completed. If the amount due to the Contractor for the Work carried out by him as per the Contract terms exceeds the expenses incurred by the Owner / Owner's Representative, including for additional management and administrative services, for completing the Project and in respect of the actual expenses suffered by the Owner / Owner's Representative due to the Contractor's default, then such excess shall be paid to the Contractor within three months of the final completion of the Project. If such expenses for completing the Project and in respect of the damages and/or losses suffered exceed such amount due, then the Contractor shall pay the difference to the Owner / Owner's Representative within one month of receiving the notice to that effect from the Owner / Owner's Representative. The expenses incurred by the Owner / Owner's Representative for completing the Work and in respect of the actual expenses suffered by him due to the Contractor's default, shall be certified by the Owner's Representative and his decision on this matter shall be final and binding on the Parties.

49.3 Without prejudice to any claims that the Owner / Owner's Representative may have against the Contractor, the Owner / Owner's Representative at their own sole discretion, for the sake of convenience and without assigning any reason may terminate the Contract at any time, by giving the Contractor at least seven days' prior written notice to that effect.

49.4 In the event of the termination of the Contract as mentioned in Clause 49.3 above, the Owner / Owner's Representative shall pay the Contractor for such portions of the Work as are due and properly invoiced under the provisions for final payment in Clause 32 for Work performed prior to termination of the Contract.

Provided however, that in any event, the total payments made to the Contractor under this clause shall not exceed the Contract Price (for the relevant items / Works actually carried out and done by the Contractor) and that prior to full payment, the Contractor shall comply with the requirements for the release of claims and other documentation as appropriate and provided for under the provisions for final payment in Clause 32. The Owner's / Owner's Representative's sole liability to the Contractor for termination pursuant to Clause 49.3 above, shall not entitle the Contractor to any further payments (beyond what is provided for in this Clause), including without limitation, loss of anticipated profits.

49.5 The Owner or the Owner's Representative, at any time, time to time and for any reason may suspend any part of or the whole of the Work by giving at least 24-hours' written notice to that effect to the Contractor, specifying the part of the Work to be suspended and the effective date of such suspension. The Contractor shall cease work on said part of the Works on and from the effective date of such suspension. The Contractor shall continue to perform any unsuspended part of the Work. The Owner / Owner's Representative may, at any time, authorize resumption of the suspended part of the Work by notifying the Contractor of the part of the Work to be resumed and the effective date (which shall not be less than 24 hours from such notification) of withdrawal of suspension. The Contractor agrees and undertakes to resume the suspended Work properly on receipt of such notice.

49.6 Incase the suspension period does not exceed one Week, the Owner/Owner's Representative shall not be liable for reimbursement of any expense to the Contractor for the Cost of Labour borne and expended by the Contractor for keeping any manpower idle who were actually working on the suspended work. Incase the suspension period exceeds one week upto a period of next three weeks the Owner's Representative & Owner shall only reimburse the actual cost on such portion of idling of labour whose services have not actually been utilized by the Contractor on any other work during the said period. The Number of workmen who were actually working on the suspended work shall be identified by both the Parties at or before the time of suspension of the work and utilization or non-utilisation of such manpower by the Contractor shall be reported to the Owner's Representative on daily basis. It is further clarified that the Owner/Owner's Representative shall not at all be responsible for non-utilisation of the whole or any part of plant, machinery and equipments by the Contractor during the suspension period. In case the suspension period is notified by the Owner's Representative to exceed a period of one Month then the Owner's Representative & Owner shall not be liable for payment of any compensation to the Contractor on any count whatsoever and it shall be the prerogative of the Contractor as to in what manner the Contractor utilizes his manpower.

50. TERMINATION OF THE CONTRACT BY THE CONTRACTOR:

In case the Work remains suspended for a continuous period of more than Six (6) Months by or at the instance of the Owner / Owner's Representative or on account of any court orders not arising out of any misconduct of the Contractor, or because of any force-majure causes, the Contractor shall be entitled to Terminate this Contract by serving One Month's notice in writing and thereupon to have the accounts settled with the Owner / Owner's Representative.

51. INTELLECTUAL PROPERTY RIGHTS:

51.1 It is hereby acknowledged and agreed that the Owner / Owner's Representative has commissioned the Work in connection with the Project and accordingly ownership of all intellectual property rights, including but not limited to property rights in the design and in all Drawings, Specifications and documents prepared by the Architects, the Contractor and any Sub-Contractors or Vendors belongs and shall be assigned solely to the Owner who shall be entitled to deal with the designs, Drawings, Specifications and documents in whole or in part, in any manner in the Owner's sole discretion, directly or through the Owner's Representative. The Contractor hereby disclaims any right whatsoever on these intellectual property rights in which cases the Owner shall be duly informed in that regard. This

intellectual property right entitlement shall extend to any maintenance, repair and renewal, reinstatement and enlargement of the Project. The Contractor shall ensure that any provisions of this type necessary to protect the intellectual property rights of the Owner / Owner's Representative are included in all its contracts with Sub-Contractors.

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

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

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

i. Take any photographs or videos of the Project (or any part thereof) for use otherwise than in connection with carrying out and completion of the Project;
ii. Write for publication, or cause, information or comment or pictures about the Project;
iii. Supply to any third person such as actual and prospective Owners, contractors, publishers, other interested parties and the like, the designs and any articles or information relating to the Project; and
iv. Give interviews to the press including television, radio print and the like regarding the Project or the Contractor's involvement in the Work.

51.5 Notwithstanding the foregoing, this provision shall not limit the obligation of the Contractor to take photographs and/or videos on a regular basis for the purpose of providing the progress reports required by this Contract.

51.6 The Contractor, Sub-Contractors and their respective employees, representatives, agents, servants, workmen and suppliers shall not, during or after the termination/expiry of this Contract, disclose any information pertaining to this Contract or the Project to any person without the prior written consent of the Owner / Owner's Representative except when called upon to do so by a valid and lawful direction or order of a statutory or Government authority or an order of a court of law or where any of the parties require production of this document and related information for establishing their respective legal rights.

52. SETTLEMENT OF DISPUTES / ARBITRATION:

52.1 **Owner's Decision**

If a dispute of any kind whatsoever arises between the Owner and the contractor in connection with, or arising out of, the Contract or the execution of the works, whether during the execution of the works or after their completion and whether before or after repudiation or other termination of the Contract, including any dispute as to any opinion, instruction, determination, certificate or valuation of the Owner, the matter in

dispute shall, in the first place, be referred in writing to the Owner, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the Eight- Fourth (84th) day after the day on which he received such reference, the Owner shall give notice of his decision to the Owner and the Contractor. Such decision shall state that it is made pursuant to this Clause.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the works with all due diligence and the Contractor and the Owner shall give effect forthwith to every such decision of the Owner unless and until the same shall be revised, as hereinafter provided, in an amicable settlement or an arbitral award.

If either the Owner or the Contractor be dissatisfied with any decision of Owner, or if the Owner fails to give notice of his decision on or before than the Eight- Fourth (84th) day after the day on which he received the reference, then either the Owner or the Contractor may, on or before the seventieth (70th) day after the day on which he received notice of decision, or on or before the seventieth (70th) day after the day on which the said period of 84 days expired, as the case may be, give notice to the other party, with a copy for information to the Owner, or his intention to commence arbitration, as hereinafter provided, as to the matter in dispute. Such notice shall establish the entitlement of the party giving the same to commence arbitration, as hereinafter provided, as to such dispute and, subject to Sub - Clause 52.4; no arbitration in respect thereof may be commenced unless such notice is given.

52.2 **Amicable settlement**

Where notice of intention to commence arbitration as to a dispute has been given in accordance with Sub- Clause 52.1 the parties shall attempt to settle such dispute amicable before the commencement of arbitration. Provided that, unless the parties otherwise agree, arbitration may be commenced on or after the fifty -sixth (56th) day after the day on which notice of intention to commence arbitration of such dispute was given, even if no attempt at amicable settlement thereof has been made.

52.3 **Jurisdiction**

Any dispute in respect of which :

a) The decision, if any, of the Owner has not become final and binding pursuant to Sub -Clause 52.1 and
b) Amicable settlement has not been reached within the period stated in Sub -Clause 52.2,

Shall be subject to the jurisdiction of District Court of **Noida/ Honourable High Court of UP.**

52.4 **Failure to Comply with Owner's Decision**

Where neither the Owner nor the Contractor has given notice of intention to commence arbitration of the dispute within the period stated in Sub – Clause 52.1 and the related decision has become final and binding, either party may, if the party fails to comply with such decision, and without prejudice to any other rights it may have, refer the failure to arbitration in accordance with Sub – Clause 52.3. The Provision of such clauses 52.1 and 52.2 shall not apply to any such reference.

53. GOVERNING LAW:

The governing law of the Contract shall be Indian law.

54. STANDARDS OF CONDUCT:

54.1 The Contractor, in performing its obligations under this Contract, shall establish and maintain appropriate business standards, procedures and control, including those necessary

to avoid any real or apparent impropriety or adverse impact on the interests of the Owner / Owner's Representative. The Owner / Owner's Representative will in no event reimburse the Contractor for any costs incurred for purposes inconsistent with such policies.

54.2 Compliance with Laws, Rules and Regulations:
Contractor represents, warrants, certificates and covenants that in connection with performance under this contract that:

i. It shall, and the Work to be provided hereunder shall, comply with all applicable Local, National, and Central Laws, rules and regulations, including but not limited to those governing building constructions, environmental, safety of persons and property, ESI, workmen compensation, PF and applicable industrial/labour laws, and land development laws, rules and regulations.

ii. No services provided hereunder will be produced using forced, indentured or convict labour or using the labour of persons in violation of the minimum working age law in the country where the Work are tendered;

iii. It shall comply with all laws regarding improper or illegal payments, gifts or gratuities; and Contractor agrees not to pay, promise to pay or authorize the payment of any money or anything of value, directly or indirectly, to any person or entity for the purpose of illegally or improperly inducing a decision or obtaining or retaining business or any advantage in connection with this Contract;

iv. It has not paid or provided and shall not pay, any gratuity for the benefit of any agent, representative or employee of the Owner / Owner's Representative other than in accordance with the Owner's / Owner's Representative's applicable policies; and

v. It has not, and shall not, engage in any sharing or exchange of prices, costs or other competitive information or take any other collusive conduct with any third party supplier or bidder in connection with the preparation or submission of any bid or proposal to the Owner / Owner's Representative or the negotiation of this Contract.

vi. It will also comply with all rules and regulations of the Owner / Owner's Representative which may be in effect at the Facility site regarding employment, passes, badges, smoking, fire prevention, safety and conduct or property. On behalf of the Owner / Owner's Representative, Contractor shall request and monitor that such is observed by any Contractor, subcontractors, vendors and each of their employees.

55. WARRANTY AS TO DOCUMENTS SUBMITTED TO OWNER; AUDIT:

The Contractor represents that all Documents, including invoice, vouchers, financials to settlements, billings and other reports submitted or to be submitted by the Contractor to the Owner / Owner's Representative in support of an application payment are true, correct, complete and accurate in all respects. Upon request of the Owner / Owner's Representative, the Contractor agrees to cooperate fully with the Owner / Owner's Representative in the conduct of a billing and technical audit by an independent agency of the billings by the Contractor for the Work.

The Contractor accepts that the contract / work shall be subject to the technical audit by an independent technical auditor appointed by the Owner / Owner's Representative to audit the quality and quantities of the works done by the contractor, and agrees to render all necessary assistance to such agencies / professionals, whose reports / assessments shall be final and binding. Contractor shall fulfill the requirements as per the auditor's assessments at his own cost with in the time stipulated by the Owner's Representative.

56. CHANGES IN CONTRACTOR'S CONSTITUTION:

56.1 Where the contractor is a company, pvt. Ltd., firm, proprietary, AOP, Consortium or Partnership, prior approval in writing shall be obtained from the Owner / Owner's Representative before any change is made in its Constitution.

56.2 Where the Contractor is an individual or a Hindu Undivided Family business, such written approval from the Owner's Representative shall likewise be obtained before Contractor enters into any partnership or form any other entity in which the said new entity or partnership would have the right to carry out the work previously to be undertaken by the Contractor.

56.3 If such written prior approval is not obtained by the Contractor, the contract shall be deemed to have been assigned in the contravention of Clause 17 of these General Conditions of Contract and same action taken and consequences ensue, as provided for under Clause 49 of these General Conditions of Contract.

57. GROUNDS FOR WITHHOLDING PAYMENTS:

The Owner / Owner's Representative may withhold the whole or part of any compensation due to the Contractor to the extent necessary to protect the Owner from any loss on account of any breach of Contractor's obligations under the Contract. When the cause for withholding is rectified, such amounts then due and owing shall be paid or credited to the Contractor.

58. CONTRACT SIGNING:

After acceptance of tender, the tenderer shall sign the necessary contract papers / documents with in 10 days of the intimation. Expenses for the agreement including the cost of the stamp papers etc. shall be borne by the contractor.

SPECIAL CONDITIONS OF CONTRACT (S.C.C.)

1. GENERAL:

The Special Conditions of Contract are an extension of and are to be read in conjunction with the General Conditions of Contract. Should there be any contradictory requirements in the two, the requirement as per the Special Conditions of Contract shall prevail.

2. DRAWINGS:

i. Contract / Tender Drawings duly signed by the Architect / Consultants are diagrammatic but shall be followed as closely as actual construction permits. Any deviations made shall be in conformity with the direction of the Owner's Representative and with the prior approval of the Owner's Representative & Owner.
ii. Architectural drawings shall take precedence over Structural drawings, which in turn shall take precedence over Services drawings in regard to all dimensions.
iii. The Contractor shall verify all dimensions at the Site and bring to the notice of the Owner's Representative discrepancies if any, the Owner's Representative's decision in this respect shall be final.

3. WORK TO BE CARRIED OUT BY LICENSED PERSONS/FIRMS:

Technically competent persons or firms holding valid licenses shall only carry out any special service installations included in the scope of the Work.

4. INSPECTION AND TESTING OF MATERIALS:

The Contractor shall, if so required, produce manufacturers' test certificates for any particular batch of materials supplied by him. The tests carried out shall be as per relevant Indian Standards and shall be carried out at Government approved test facility specified by the Owner's Representative.

For checking setting out and testing materials at the Site the Contractor shall provide the following minimum testing equipment:

i. Theodolites / Total Station
ii. Automatic levels
iii. Steel tapes
iv. Weighing machines
v. Spirit levels, plumb bobs
vi. Micro meters
vii. Thermometers
viii. Hydraulic testing machines
ix. Smoke test machines
x. Complete concrete testing lab equipment
xi. Moisture meters
xii. Complete sets of sieves
xiii. Oven.

All such equipment shall be calibrated at specified frequency for accuracy at a Testing Facility approved by the Owner's Representative and calibration certificates will be submitted to the Owner's Representative.

5. REFERENCE DRAWINGS:

The Contractor shall maintain on site one set of all Drawings issued to him for reference.

6. SHOP DRAWINGS:

6.1 The Contractor shall submit, during the currency of the project, to the Owner's Representative four (4) copies of all shop drawings for his approval. Shop drawings shall be submitted generally for the following:

i. Construction and installation details for shuttering and formworks for using Mivan Shuttering
ii. Structural Steelwork, especially joint details.
iii. For specific areas requiring detailing as called for by the Owner's Representative / Architect.
iv. Manufacturer's and/or Contractor's fabrication drawings for equipment supplied by Contractor.

6.2 All the shop drawings shall be prepared on computer through AutoCAD software. Within 7 days after the issue of award of the contract and initial set of working drawings, the contractor shall furnish to the Owner's Representative, for the approval of the Architect/Consultant, four sets of detailed shop drawings of all equipment and materials as required by the Architect/ Owner's Representative.

Each item of equipment/material proposed shall be a standard catalogue product of an established manufacturer strictly from the List of Approved Makes and Manufacturers listed in Volume 2 Annexure B.

6.3 Shop drawings shall be submitted for approval sufficiently in advance of planned delivery and installation of any materials to allow Architect/Consultant ample time for scrutiny. No claims for extension of time shall be entertained because of any delay in the work due to his failure to produce shop drawings at the right time, in accordance with the approved programme.

6.4 Manufacturers drawings, catalogues, pamphlets, equipment characteristics data, performance charts and other documents submitted for approval shall be in four sets. Each item in each set shall be properly labeled, indicating the specific services for which material or equipment is to be used, giving reference to the governing section and clause number and clearly identifying in ink the items and the operating characteristics. Data of general nature shall not be accepted.

6.5 Approval of shop drawings shall not be considered as a guarantee of measurements or of building dimensions. Where drawings are approved, said approval does not mean that the drawings supersede the contract requirements, nor does it in any way relieve the contractor of the responsibility or requirement to furnish material and perform work as required by the contractor.

6.6 Where the contractor proposes to use an item of equipment, other than that specified or detailed on the drawings, which requires any redesign of the structure, partitions, foundation, piping, wiring or any other part of the mechanical, electrical or architectural layouts; he shall inform the Owner's Representative well in advance and no delays resulting from such re-design shall be admissible. He shall also submit all related information as may be required for such redesign to the Architect/ Owner's Representative.

6.7 Where the work of the contractor has to be installed in close proximity to, or will interfere with work of other trades, he shall assist in working out space conditions to make a satisfactory adjustment. If so directed by the Owner's Representative, the contractor shall prepare composite working drawings and sections at a suitable scale not less than 1:50, clearly showing how his work is to be installed in relation to the work of

other trades. If the Contractor installs his work before coordinating with other trades, or so as to cause any interference with work of other trades, he shall make all the necessary changes without extra cost to the Owner / Owner's Representative.

6.8 Within four weeks of approval of all the relevant shop drawings, the contractor shall submit four copies of a comprehensive variation in quantity statement, and itemized price list of recommended (by manufacturers) imported and local spare parts and tools covering all equipment and materials in this contract. The Owner's Representative shall make recommendation to Owner for acceptance of anticipated variation in contract amounts and also advise the Owner to initiate action for procurement of spare parts and tools at the completion of project.

7. COMPLETION DRAWINGS & STANDARD MEASUREMENT BOOK (SMB):

On completion of the Work, the Contractor shall submit three (3) complete sets of the site produced drawings and marked up prints of "AS BUILT" drawings verified and approved by the Architect to the Owner's Representative. These drawings shall include and show all the changes / deviations made from the working drawings during the course of construction and also the other details as called for by the Owner's Representative. During the execution of the Works a set of drawings shall be retained in the Contractor's Site Offices for the exclusive purpose of recording changes made to the Work as the construction proceeds. The drawings shall be prepared on computer through AutoCAD Software and provided to the Owner's Representative on CD.

Along with the completion drawings the Contractor shall also prepare and submit to the Owner's Representative the Standard Measurement Book (SMB) in the form of a bound book and a soft copy of the same. SMB shall incorporate the standard measurements of the items as per the completion / as built drawings in modules finalized in consultation with the Owner's Representative.

8. TESTING OF INSTALLATIONS:

All water retaining structures and the basement shall be tested as specified for the waterproof qualities, in the presence of the Owner's Representative. The Contractor shall also perform all such tests as may be necessary and required by the Owner's Representative to ensure quality of the executed works and by local authorities to meet Municipal and other bye-laws, regulations in force. The Contractor shall provide all labour, equipment, and materials etc., required for the performance of the tests.

9. SITE INFORMATION:

All information, levels and dimensions given in the tender drawings relating to Site conditions are given in good faith; the Contractor shall, however, make his own independent inquiries and verify the same. Any claims for extras on account of any deviations or incorrectness of above referred information, levels etc., shall be considered as inadmissible.

The Contractor shall obtain all information relating to local regulations, by-laws and all regulations applicable to the work or applicable profession. All permission for excavation, transportation shall be in contractor's scope only. They should also consider employing local people for loading and unloading, transportation or any such related works. Any claims in this regard shall be inadmissible.

10. SITE INSTRUCTION FILE:

The Contractor shall maintain a Site instruction file at the Site office. All instructions received from the Owner's Representative relating to the Work shall be retained in the file.

11. PHOTOGRAPHS:

Besides submitting progress charts, reports, etc., the Contractor shall submit progress photographs as directed by Owner's Representative, every four weeks in triplicate along with negatives.

12. PROFESSIONAL INTEGRITY AND TEAM SPIRIT:

It is the intent of the Owner and the Owner's Representative that this Project will be executed in a spirit of teamwork and full professional integrity. The Contractor shall fully co-operate with all agencies concerned to fulfill this objective.

13. QUALITY ASSURANCE AND CONTROL PROGRAMME:

The Contractor shall establish an effective quality control system at the Site and implement the same through an independent team consisting of the Contractor's Representative and qualified and experienced engineers and technical personnel to enforce quality control on all items of the Work and the Project at all stages.

14. CONTRACT DRAWINGS:

Drawings forming part of the Contract are listed in Annexure B. Further supplementary Drawings furnished by the Owner's Representative from time to time shall also be deemed to form part of the Contract.

15. ENTRY TO THE SITE:

The Owner's Representative, at his discretion has the right to issue passes to control the admission of the Contractor, his agents, employees and work people to the Site of the Work or any part thereof. Passes shall be returned at any time on demand by the Owner's Representative.

16. FIRE PRECAUTIONS:

The Contractor shall take all precautions and preventive measures against fire hazards at the Site and shall assume full responsibility for the same.

17. PERFORMANCE BOND:

The Contractor shall furnish a performance bond in the form of a bank guarantee from a scheduled bank approved by the Owner's Representative & Owner, for the value and validity as mentioned in the Schedule of Fiscal Aspects, within Ten (10) days from the date of LOI / Work Order issued to the Contractor. The Bank Guarantee shall be in the approved format.

18. DRILLING, CUTTING ETC.:

All cutting and drilling of walls or other elements of the building for the proper entry/installation of inserts, boxes, equipment, etc. shall be carried out using electrically operated tools only. Manual drilling, cutting, chiseling, etc. shall not be permitted. No structural member shall be cut or chased without the written permission of the Owner's Representative. Cutting and drilling of structural members shall be carried out using vibration free diamond wire sawing and diamond drilling only with prior permission from the Owner's Representative. The costs for procurement and using such equipment are deemed to be included in the Contract and no extra costs will be paid.

19. APPROVAL BY STATUTORY BODIES:

The Owner will handle commencement Certificate, No Objection Certificate and Occupation Certificate if applicable for the permanent building works under this Contract.

The contractor shall be responsible for providing required notices to authorities and to obtain and retain with him at his own cost, all other approvals from the statutory bodies pertaining to works under this tender and temporary structures to be constructed at site, excavation, labour, ESI, PF, Tax Deptts., NGT, Police, Local Liasioning from local Govt Dept. etc. and any other approval required to facilitate performance of Contractor's work under the Contract till completion.

Refusal by statutory authorities to issue completion / occupation certificate or any other approvals due to the Contractor's failure to construct the building in accordance with the sanctioned plans and/or specifications shall render the Contractor liable for damages and in addition, render him liable to obtain such certificates at his cost.

All local liasoning and / or any type of permission for doing the construction work would be in the scope of the Contractor.

20. LABOUR WAGES:

The Contractor shall have no claim whatsoever, if on account of any rules and regulations or otherwise, he is required to pay wages in excess of fair wages called for under Clause 12.2 of General Conditions.

21. MOBILIZATION ADVANCE:

21.1 Mobilization Advance for Works:

The Owner / Owner's Representative will pay Mobilization advance up to **5% (Five percent)** of the value of the Contract on production of an Advance Bank Guarantee from a scheduled bank after signing of the Contract. BG to be valid up to Thirty (30) days after the scheduled date of Final Completion or the extended date till the full Mobilization Advance is recovered. The Bank Guarantee shall be in the approved format. The Mobilization Advance shall be recovered by the Owner /Project Manger from the Contractor's Bills as prescribed for in Schedule of Fiscal Aspects.

22. OWNER'S, OWNER'S REPRESENTATIVE'S OFFICE & FACILITIES:

The Contractor shall supply, erect and satisfactorily maintain in good repair a fully furnished Project Office for an area of approx. 2000 sqft. until final completion of the Project, at no additional cost, with the following facilities but not limited to (No Porta Cabin will be allowed):

i. Conference Room / Meeting room with attached toilets (Male/Female).
ii. Directors Room with attached toilet & Sitting for Director's E.A.
iii. Male / Female toilet for the Staff with janitorial service on a daily basis.
iv. Sample room with display racks.
v. Pantry fully furnished.
vi. Split unit A/C in every room.
vii. Modular furniture in all areas.
viii. Sandwich Panel Roof.
ix. 5'-0" wide varandah.
x. Parking.as required.

Survey Instruments:
The Contractor shall provide at all times for the duration of the Contract survey instruments for the exclusive use of Owner/Owner's Representative for carrying out of their duties in connection with the Contract.

Such instruments which must be approved by the Owner's Representative, shall include but not limited to the following:

- One theodolite & tripod capable of reading to 20 seconds / Total Stations
- One level with horizontal circle and tripod.
- Two metric levelling staffs not less than 3.5mtr high.
- One 100 metre rust less steel band, one 30 metre rust less steel tape & two 30 metre linen tapes.
- An adequate number of ranging rods drop arrows, wooden setting-out pegs, etc.

The Contractor shall be solely responsible for all such instruments and equipment's and shall ensure that they are at all times in good repair and adjustment.

23. TESTING FACILITIES AT SITE:

23.1 The Contractor shall provide facilities/equipment to test the quality of material being used.

23.2 The Contractor shall provide the minimum but not limited to the following facilities / equipment and trained staff at site at his own cost.

- Compression Testing Machine for concrete and bricks
- Slump testing apparatus.
- Sieve sets for testing of fine and coarse aggregate balance
- Cube moulds (min. 24 nos.)
- Balance
- Ovens
- Weighing Machine
- All site tests as required

23.3 The Contractor shall get other tests carried out at his own cost at approved laboratory as per the directions of the Owner's Representative.

24. REPORTS & CHECKLISTS BY CONTRACTOR:

24.1 Contractor has to note that Owner's Representative follows the ISO procedures and all reports, returns & checklists shall conform to ISO standards & procedures as informed to the Contractor by the Owner's Representative for time to time. With in 15 days of award of contract the contractor shall submit the draft formats for various reports and Checklists for the approval of the Owner's Representative. During progress of the Work the Contractor shall prepare and submit to the Owner's Representative various checklists, for having checked various Works at different stages of progress and reports as per the approved formats and at specified frequency.

24.2 The Contractor shall file daily category-wise labour return. The report shall indicate scheduled requirement against actual strength.

24.2 The Contractor shall prepare weekly reports of planned and actual progress of the Work and the subsequent week's scheduled Work. These will also include material procurement status.

These reports shall be submitted to Owner's Representative and shall be reviewed in weekly co-ordination meeting.

24.3 The Contractor shall submit monthly report along with monthly bills.

24.4 Further progress charts and schedules shall be prepared by the Contractor as directed by the Owner's Representative.

24.5 Contractor shall submit a safety procedure manual or Company policy on safety. Complying with the SHE Plan and outlining its implementation by the Contractor and including:

i. Quality Assurance and Control System (Sample format).

ii. Realistic construction programme/schedule.

24.6 Contractor shall maintain and make available all the records pertaining to reports, returns and checklist to the Owner's Representative during audits (internal as well as external) and make necessary corrections, additions and actions based upon the findings / observations of the audits.

25. NAME BOARD AND PUBLICITY:

The contractor is not entitled to do any publicity on account of the project. Contractor shall not put any hoarding, publish any advertisement, put any banner or circulate any pamphlet or adopt any other publicity method save and except with prior written approval of the Owner's Representative & Owner.
A name board may be made and displayed by the Contractor at his own cost at the Site at some approved place. The drawing of the Name Board shall be got approved from the Owner's Representative. The contents of the board shall be as follows:-

i. Name of the Project.
ii. Name of the Owner/Owners.
iii. Owner's Representative/ Architect / Consultants with their addresses.
iv. Contracting Agency.
v. Other Contracting Agencies.

Care should be taken to see that the height of letters especially for the Architects should not be more than 2" to abide by the code of professional conduct prescribed by the Indian Institute Of Architects. The colour, texture etc., of the board shall be as per the Architect's instructions.

26. SITE BARRICADING:

Site barricading with painted GI sheet at site shall be maintained by the Contractor at his own cost till completion of the Project including cost of replacement of broken / damaged sheets. Contractor for safety reason provide barricading around the excavated pits and his work area, which shall be put in proper line and level as per the instructions of the Owner's Representative. Contractor shall at his own cost provide lockable gates at all the openings in the site barricading, boundary wall, access roads that may be required from time to time during progress of work. Contractor shall be required to provide appropriate barricading within the site to ensure safety of men and material, at his own cost.

27. RATE ONLY ITEMS, NON-TENDERED / EXTRA ITEMS AND QUANTITIES EXCEEDING THE TENDERED QUANTITIES:

The contractor shall immediately and before procurement and execution of the work obtain a written approval of the variation order from the Owner's Representative & Owner for the rate only item, non-tendered /extra items and quantities exceeding the tendered quantities. No payments will be entertained without the Owner's Representative's / Owner's / Architect's written approval of the change / variation order. The onus shall be on the Contractor to obtain such prior written variation order from the Owner's Representative & Owner.

Extra item of work to be executed as directed by the Owner / Owner's Representative will be paid as under, i.e. Basic cost of material (inclusive of all applicable taxes) + labour cost + 15% of basic cost of material and labour towards C.P., Overhead, Tools and Plants / machinery, transportation, loading / unloading etc.

28. WATER AND ELECTRICITY:

Contractor shall make his own arrangement for electricity and water for construction purposes.

28.1 Water shall be arranged by the Contractor at his own cost. No water shall be allowed to be used from ground water. The contract shall include the cost of water tank supply as the source of water from Govt approved STP or any other approved source as per local by laws. Records to be maintained for inspection at any time by PM / Govt. Departments. The quality of water shall be good for construction.

28.2 Water distribution arrangement shall be made by the contractor at his own cost for the entire project and at all heights and locations.

28.3 Drinking water for labour at site or at the labour camp shall be the sole responsibility of the contractor and at their own cost. Contractor to maintain records of statutory requirements for arranging drinking water for the labour.

28.4 The electricity required for Construction Work shall be arranged by the Contractor from the authorities and/ or generators at his own cost. Contractor shall be responsible for all distribution points as may be required for the Work. The Contractor shall also make arrangement for alternative standby services at his own cost in the form of additional Generators of adequate capacity (day & night) so that there is no delay in progress of Work as per construction schedule submitted by him and approved by the Owner's Representative.

28.5 The Contractor shall prepare schematic distribution diagrams of distribution of electricity and water for construction purposes incorporating all safeties and get them approved by the Owner's Representative, the distribution at site shall be in accordance to the approved schematic. The contractor shall ensure incorporation and strict implementation of all safety parameters, equipments, instruments and directions given by the Owner's Representative from time to time in this regard.

28.6 The contractor shall install the temporary distribution lines for water and electricity ensuring that work is not interrupted or hampered. Incase during the course of construction these lines foul or interrupt or hamper the work, the contractor shall remove and relocate the service lines and relocate the same at his own cost within the time stipulated by the Owner's Representative.

28.7 The Contractor shall also provide water & electricity to other vendors nominated by Owner / Owner's Representative on chargeable basis if required.

All statutory Fees, & miscellaneous expenses and costs for electric power and Water connection for construction purposes, if available shall be borne by the Contractor. However the statutory fees if refundable shall be reimbursed by the Owner on production of proper receipts.

29. ASSOCIATED CIVIL WORKS:

All civil works required for the storage of materials or the installation of equipments any other required for the contractor's functioning shall be the responsibility of the contractor.

30. GUARANTEE TO PERFORM:

The contractor shall carry out the work in accordance with the drawings, specifications, schedule and other documents forming part of the contract.

The contractor shall be fully responsible for the performance of the works executed by him. All waterproofing works and termite proofing works executed by the contractor, shall be guaranteed for a minimum period of ten years from the date of final completion of Project. The guarantees

on the approved format shall be submitted to the Owner's Representative along with the as-built documentation at the end of the project. These guarantees will be executed & extended by the contractor and not by the sub agencies to the Owner's Representative.

31. ESCALATION:

No escalation on Contract price / rates either on material or on labour shall be applicable during the tenancy of the Contract period including extensions thereof.

32. DEWATERING AND FLOODING CONTROL:

32.1 The Contractor is deemed to have allowed for any and all temporary dewatering, during the execution of his Work. Such work shall include but not necessarily be limited to the safe disposal of the resulting water; removal, replacement and/or recompaction of the water logged soils/surfaces; backfilling plugging of all temporary sumps, ditches, temporary materials and devices.

32.2 Contractor shall be deemed to have allowed for all costs associated with removal of flood waters and any associated sludge debris etc. from the basement level or any other part of the building so effected in the event of flooding due to heavy rains during his construction activities and after basement, superstructure work is completed until such time as Contractor has completed and handed over all his works under the Contract.

33. PROTECTION / PRESERVATION OF TREES:

Contractor shall take all measures necessary to ensure the protection and preservation of existing trees within / outside the boundary of the site. Contractor shall be responsible of any damage / casualty to the trees happing as a result of his working at site and for any action, claim, penalty or expenses imposed by the forest / any other department. No claim / payment shall be payable to the contractor on this account.

34. PREVENTION OF POLLUTION

The Contractor shall ensure that at all times during the construction of the works that all reasonable precautions are taken to the satisfaction of the Owner/his Authorized Representative to prevent pollution of site and of the environment. In particular, the Contractor shall prevent pollution arising from disturbance of stone dust, plant and machinery, DG sets etc or anything of similar nature. Further, the Contractor shall take all the steps necessary to protect the Environment and comply with all the **NGT** rules, regulations, notifications etc as applicable and indemnify the Owner against the same.

Contractor shall comply with the following at the project site in addition to the strict compliance of the **NGT guidelines** as applicable today:

- Covering of structure with green netting from all sides.
- All debris/garbage and wastes resulting from the execution of the work will be removed immediately from the site to avoid any nuisance/hazards to other agencies/working staff.
- All trucks and vehicles carrying materials like Cement, Aggregates, Fine Sand, Fly Ash etc. shall to be covered by tarpaulin / polythene etc. to avoid any dust in the surrounding.
- Tyres of each vehicle to be washed before going out of the site.
- Safety signs will be provided as per tender provision.
- Plant sprinklers on aggregates etc. to be maintained strictly all the times.

Non-compliance of the above will attract a recovery of **Cost plus 20%** of that particular items.

35. OTHER MISCELLANEOUS CONDITIONS

The following miscellaneous conditions shall supersedes on any other condition laid down in the tender clauses:

a. The Contractor shall execute the work simultaneously with other agencies working at site and extend all cooperation to such agencies for execution their work in time.

b. As and when directed by the Owner / Owner's Representative the Contractor shall make available the samples of any items as per drawings given for which no payment on the basis of tendered / market rates shall be paid to the Contractor.

c. The Contractor shall provide temporary approaches for receiving material from the Owner and otherwise at his own cost.

d. The Contractor shall make his own arrangement in respect of adequate lighting with steel poles on the entire site and also at all places where workmen are engaged and at all times including night also for carrying out the works in a proper, safe and satisfactory manner.

e. Steel yard shall be constructed by the Contractor at one place with appropriate arrangement of cutting & bending with proper four side site utilization plan which has to be approved by PMC / Owner prior to construction of the yard.

f. Contractor to build proper weatherproof Cement Store.

g. Contractor to also build proper Store for all Sanitary, Electrical & other MEP equipments / materials.

h. Curing of the columns could also be done with the curing compound by the Contractor if results are found satisfactory.

i. Contractor to ensure that after de-shuttering of slab it should be cleared immediately for the next slab.

j. Contractor to maintain & meet all EHS compliance with no extra cost. Also the Contractor should ensure that proper housekeeping for all area will be maintained at site throughout duration of the project.

k. All statutory compliance w.r.t. labour i.e. PF, ESI, Insurance, sickness, partial disablement or fatal accident on site will be total, entirely, fully & completely in the scope of Contractor only. At no point of time throughout the tenure of the contract, the Contractor will raised any demand of what to do ever nature.

l. The Contractor will ensure that no supplier / sub-contractor will ever contact to the Owners office, its Senior Staff and no supplier / sub-contractor will contact Principal's office for any pending payment of whatsoever nature.

m. In case of any supplier / vendor / petty contractor / labour contractor ever visited Owner's office, the contract will stand automatically terminated without any reason of whatsoever in nature.

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

o. The Contractor shall be solely responsible for the Technical adequacy of all work carried out at the Project and any shortcoming or failure thereof shall be solely to his account only.

p. The Contractor shall establish a fully equipped staff first aid centre on the site to deal with accidental injuries & workers health at his own cost.

q. All the materials for the work shall confirm to the specifications laid down in the contract. The Contractor shall use only material conforming to specifications and as approved by Owner / PMC and the workmanship shall be of the best quality. Any tests if required shall be at the Contractor's cost.

r. The Contractor shall take all such steps as maybe required to safeguard the interest of the Owner.

s. The Contractor shall maintain adequate Security Guards per shifts at site for Safety.

t. The contractor shall furnish to the Owner a proper Bond (on stamp papers) for undertaking guarantee of minimum 10 years for any defects in waterproofing treatment done on the terrace and sunken floors etc. of each and every dwelling units of project under this contract.

u. The Owner through the Architects reserves, the right to alter the scope of the work as a part or as a whole to the contractor without any claim for compensation by giving fifteen days termination notice.

v. The Owner through the architect reserves the right to get executed any item as a whole from any other external agency/ party/ or departmentally with giving contractor in writing a intimation 15 days prior with execution.

w. You will be required to furnish detailed Works Programme/micro level PERT Chart in relation to the overall completion time. Weekly project co-ordination meeting will be held at site to monitor above programme / progress and wherever required. Suitable modification shall have to made by the Contractor to achieve overall targets. A Senior Manager of Contractor of requisite experience will need to be stationed at site during execution period to ensure co-ordination, quality, safety, progress etc. and to update Owner, Architect & Owner's Representatives about the progress besides attending to various day to day requirements / queries.

x. Garbage Disposal – Contactor shall make arrangements for removal of debris from every floor of each building by making a metal Shute and dispose to municipal dumping ground / outside of the site as applicable.

1. SCHEDULE OF FISCAL ASPECTS

Ref. Clause	Clause Description	Summary
1	**Earnest Money**	**Rs. 1,50,000/- (Rupees One Lacs Fifty Thousand only)** as a Demand Draft valid upto **90** days from the date of submission of Tender.
2	**Taxes & Duties**	As part of the Contract Price, the Contractor shall, in connection with the Work exclude GST & Labour Cess but including all applicable taxes & duties including levies or royalties payable on the materials and equipment forming part of the Work, now or hereafter imposed, increased or modified from time to time and shall also include any other statutory obligations and no claims on this account shall be entertained or allowed at any stage subsequently. Tax shall be deducted as applicable at Source in accordance with the statutory requirements from all payments made to the Contractor, including that in respect of the Mobilization advance. Contractor shall provide Form 'C', Form '38', or any other forms and comply with all the formalities that may be required by the Central/State Government for procurement of all Owner supplied material and shall be liable to file all such returns with the Government Departments as may be necessary and get them assessed at his own cost. **No Labour Cess to be added in the quoted rates.**
3	**Tax Deduction at Source**	TDS (Tax deducted at source) Income Tax shall be deducted as applicable at Source in accordance with the statutory requirements from all payments made to the Contractor, including that in respect of the Mobilization advance, if paid.
4	**Insurance**	Workmen compensation, third party insurance, CAR policy for entire Contract Value plus cost of all Owner supplied material shall be taken by the Contractor at his own cost. Policies in original will be submitted with the Owner within one month of start of the Project.
5	**Running / Interim Bills**	**One bill per month.** The minimum amount of the bills raised shall not be less than **Rs. 15 Lacs .**
6	**Running Bills certification**	Within **30** working days after receipt of Contractor's bill complete in all respect incorporating Owner's Representative's observations (if any).
7	**Retention Money**	**5%** of the value of work done in each interim bill to a maximum of **5%** of the contract value.
8	**Release of Retention**	2.5% Retention money will be released against submission of Bank Guarantee after final completion of the project and balance 2.5% will be released after successful expiry of Defects Liability Period of 3 Years.
9	**Final bill Payment**	Within 180 working days after receipt of Contractor's final Bill complete in all respect incorporating Owner's Representative's / Technical Auditor's observations / clearance (if any).

10	**Secured Advance Against Material**	**NIL**
11	**Commencement of work**	The work shall commence within **7** days from the date of issue of LOI.
12	**Period of Completion**	**Total 12 (Twelve) Months** after 7 days of LOI
13	**Liquidated Damages**	**Rs. 5,00,000/- (Rupees Five Lacs only)** for every delay of individual milestones mutually identified & agreed and overall 0.1% per day subject to a maximum of of 5% (five percent) of the awarded amount. These two are non related penalties.
14	**Defects Liability Period**	**12 Months** after final completion / complete satisfactory and handing over to the Owner and removal of all defects. The Contractor shall furnish appropriate guarantees in approved formats for same before issuance of the Final Completion Certificate. However the total DLP shall be 36 months for everything including equipment also.
15	**Performance Bond**	To be submitted within 10 days from date of LOI / Work Order. For the value of **5%** of the contract value in the form of scheduled bank guarantee to be submitted at the start of the project and valid till **12 Months** after final completion / complete satisfactory and handing over to the Owner and removal of all defects.
16	**Mobilisation Advance**	**Mobilization Advance - 5%** as mobilization advance shall be paid against submission of Advance Bank Guarantee of total amount from a scheduled bank after signing of the contract. The Mobilisation Advance shall be released in two parts i.e. 2.5% on award of work and balance 2.5% after satisfactory mobilization of the project. **Recovery of Mobilization Advance -** The Mobilisation advance shall be proportionately recovered from contractor's running bills in such a manner so as to start recovery from 2nd RA bill to effect the full recovery on or before completion of 80% value of work done.
17	**Extra Items**	Extra item of work to be executed as directed by the Owner / Owner's Representative will be paid as under, i.e. Basic cost of material (inclusive of all applicable taxes) + labour cost + 15% of basic cost of material and labour towards C.P., Overhead, Tools and Plants / machinery, transportation, loading / unloading, water, electricity etc.
18	**Water & Electricity**	Water shall be arranged by the Contractor at his own cost. No water shall be allowed to be used from ground water. The contract shall include the cost of water tank supply as the source of water from approved source as per local by laws. Records to be maintained for inspection at any time by PM / Govt. Departments. The quality of water shall be good for construction. The electricity required for Construction Work shall be

		arranged by the Contractor from the authorities and/ or generators at his own cost. Contractor shall be responsible for all distribution points as may be required for the Work. The Contractor shall also make arrangement for alternative standby services at his own cost in the form of additional Generators of adequate capacity (day & night) so that there is no delay in progress of Work as per construction schedule submitted by him and approved by the Owner's Representative / Owner.
19	**Project Office**	The Contractor shall supply, erect and satisfactorily maintain in good repair a fully furnished Project Office for an area of approx. 2000 sqft. until final completion of the Project, at no additional cost, with the following facilities but not limited to (No Porta Cabin will be allowed): • Conference Room / Meeting room with attached toilets (Male/Female). • Directors Room with attached toilet & Sitting for Director's E.A. • Male / Female toilet for the Staff with janitorial service on a daily basis. • Sample room with display racks. • Pantry fully furnished. • Split unit A/C in every room. • Modular furniture in all areas. • Sandwich Panel Roof. • 5'-0" wide varandah. • Parking.as required.
20	**Labour Camp**	Construction of labour hutments will not be allowed inside on the Site. The Contractor shall at his own cost make all arrangements for space, lodging, transportation etc. for the labour. No person will be allowed to stay on Site except the security and watchman except during night construction when the Work is in progress.
21	**Waterproofing**	Through specialized manufacturer only approved by the Architect / Owner.
22	**T&P**	Contractor shall provide the following equipments / material but not limited to: • Material Hoist as required. • Batching plant of minimum capacity 30 cum/hr • Concrete pump as required • Transit Mixer as required • Tower Crane as required • Cement Silo • Piping • Other mechanized construction Equipment,

		Tools & Plant as required for good quality and better workmanship. • Shuttering quantity as required & approved by Owner / Owner's Representative for all the wall, column & slab / beam.
23	**Others**	The contractor shall also submit within fifteen days of the award of work, a detailed schedule along with dates for material delivery for the project, a list of machinery and equipment to be used on the site along with site utilization plan showing the placement of equipment, machinery, material stacking areas, temporary stores / sheds, workshops and site offices etc., a list of tests to be conducted at and off site, a cash flow statement for the project. Samples of stones and all finishing materials must be submitted atleast 3 months or basis lead time required for procurement ahead of their scheduled use at site to the Owner's Representative for approval. Any deviations from the list of approved makes and vendors must be brought to the notice of the Owner's Representative and a substitute got approved well in advance of the actual execution. All subcontractors and specialized agencies must be got approved from the Owner's Representative and Owner.

NOTES TO THE CONTRACTOR ON GREEN BUILDINGS FOR EARTHWORK

To secure these ratings, a high degree of responsibility and cooperation is necessary from the contractors employed.

The following write-up provides the general concept of green, green building rating and the expectations from each one of those involved in this project:

1.00 GENERAL NOTE ON GREEN BUILDING PRACTICES

All materials and systems used in the project are intended to maximize energy efficiency for operation of Project throughout service life (substantial completion to ultimate disposition – reuse, recycling, or demolition) with an emphasis on top quality. Materials and systems are to maximize environmentally-benign construction techniques, including construction waste recycle, reusable delivery packaging, and reusability of selected materials. All vendors / contractors must adhere to best practices related to Green Buildings. Other than the general guidelines outlined here, all vendors/contractors will be furbished with a supplementary set of guidelines more specific to their nature of service/product.

1.01 GREEN BUILDING PRACTICES:

- Ensure healthy indoor air quality in final Project.
- Maximize use of products with low embodied energy (harvesting, mining, manufacturing, transport, installation, use, operations, recycling and disposal). Exceptions might include materials that result in net energy conservation during their useful life in building and building's life cycle.
    1. Where possible, select materials harvested and manufactured regionally, within a 800-km radius of the project site.
    2. Maximize use of durable products.
    3. Maximize use of products easy to maintain, repair, and that can be cleaned using non-toxic substances.
    4. Maximize recycled content in materials, products, and systems.
    5. Maximize use of reusable and recyclable packaging.
    6. Where possible and feasible, provide for non-destructive removal and re-use of materials after their service life in this building.
    7. Re-use existing building materials to extent feasible within design concept expressed in Contract Documents. Provide materials that utilize recycled content to maximum degree possible without being detrimental to product performance or indoor air quality.
- Use construction practices such as material waste reduction and dimensional planning that maximize efficient use of resources and materials.
- Provide or contribute to O&M Manuals wherever applicable.
- Be conversant with the Site Waste Management Program Manual and actively contribute to its compilation. Assist the author of the Manual by estimating the nature and volume of waste generated by the process/installation in question.
- Minimize pollution: Select materials that generate least amount of pollution during mining, manufacturing, transport, installation, use, and disposal.
    1. Avoid materials that emit greenhouse gases
    2. Avoid materials that require energy intensive extraction, manufacturing, processing, transport, installation, maintenance, or removal.
    3. Avoid materials that contain ozone-depleting chemicals (e.g. CFCs or HCFCs).
    4. Avoid materials that emit potentially harmful volatile organic chemicals (VOCs).

5. Employ construction practices that minimize dust production and combustible by-products.
6. Avoid materials that can leach harmful chemicals into ground water; do not allow potentially harmful chemicals to enter sewers or storm drains.
7. Protect soil against erosion by wind or storm-water and topsoil depletion.
8. Minimize noise generation during construction; screen mechanical equipment to block noise.
9. Select materials that can be reused or recycled and materials with significant percentage of recycled content; conform with or exceed specified Project recycled content percentages for individual materials; avoid materials difficult to recycle.
10. Protect natural habitats; restore natural habitats where feasible within scope of Project.

2.00 CONDITIONS OF CONTRACT SPECIFIC TO GREEN BUILDING PRACTICES

The contractor shall strictly adhere to the following conditions as part of his contractual obligations:

2.01 SITE

2.01.01 The contractor shall ensure that adequate measures are taken for the prevention of erosion of the top soil during the construction phase. The contractor shall implement the Erosion and Sedimentation Control Plan (ESCP) provided to him by the Owner's Representative as part of the larger Construction Management Plan (CMP). The contractor shall obtain the Erosion and Sedimentation Control Plan (ESCP) Guidelines from the Architect and then prepare "working plan" for the following month's activities as a CAD drawing showing the construction management, staging & ESCP. At no time soil should be allowed to erode away from the site and sediments should be trapped where necessary.

2.01.02 The contractor shall ensure that all the top soil excavated during construction works is neatly stacked and is not mixed with other excavated earth. The contractors shall take the clearance of the architects / consultant before any excavation. Top soil should be stripped to a depth of 20 cm (centimetres) from the areas to be disturbed, for example proposed area for buildings, roads, paved areas, external services and area required for construction activities etc. It shall be stockpiled to a maximum height of 40 cm in designated areas, covered or stabilised with temporary seeding for erosion prevention and shall be reapplied to site during plantation of the proposed vegetation. Top soil shall be separated from subsoil, debris and stones larger than 50 mm (millimetre) diameter. The stored top soil may be used as finished grade for planting areas.

2.01.03 The contractor shall carry out the recommendations of the soil test report for improving the soil under the guidance of the consultant who would also advise on the timing of application of fertilizers and warn about excessive nutrient levels.

2.01.04 The contactor shall carry out post-construction placement of topsoil or other suitable plant material over disturbed lands to provide suitable soil medium for vegetative growth. Prior to spreading the topsoil, the sub-grade shall be loosened to a depth of 50mm to permit bonding. Topsoil shall be spread uniformly at a minimum compacted depth of 50mm on grade 1:3 or steeper slopes, a minimum depth of 100mm on shallower slopes. A depth of 300mm is preferred on relatively flatter land.

2.01.05 The Contractor should follow the construction plan as proposed by the architect / consultant to minimize the site disturbance such as soil pollution due to spilling. Use staging and spill prevention and control plan to restrict the spilling of the contaminating material on site. Protect top soil from erosion by collection storage and reapplication of top soil, constructing sediment basin, contour trenching, mulching etc.

2.01.06 No excavated earth shall be removed from the campus unless suggested otherwise by architects/ consultant/ green building consultant. All subsoil shall be reused in backfilling/, etc as per the instructions of the architects/ consultant/ green building consultant.

2.01.07 The contractor shall not change the natural gradient of the ground unless specifically instructed by the architects / consultant. This shall cover all natural features like water bodies, drainage gullies, slopes, mounds, depressions, rocky outcrops, etc. Existing drainage patterns through or into any preservation area shall not be modified unless specifically directed by the Architect / Architect/ Owner's Representative.

2.01.08 The contractor shall not carry out any work which results in the blockage of natural drainage.

2.01.09 The contractor shall ensure that existing grades of soil shall be maintained around existing vegetation and lowering or raising the levels around the vegetation is not allowed unless specifically directed by the architect/architect/Owner's Representative

2.01.10 Contractor shall reduce pollution and land development impacts from automobiles use during construction.

2.01.11 Overloading of trucks is unlawful and creates and erosion and sedimentation problems, especially when loose materials like stone dust, excavated earth, sand etc. are moved. Proper covering must take place. No overloading shall be permitted.

2.02 CONSTRUCTION PHASE AND WORKER FACILITIES

2.02.01 The contractor shall specify and limit construction activity in pre-planned/designated areas and shall start construction work after securing the approval for the same from the Owner's Representative. This shall include areas of construction, storage of materials, and material and personnel movement.

2.02.02 Preserve and Protect during Construction

2.02.02a The contractor shall ensure that no trees, existing or otherwise, shall be harmed and damage to roots should be prevented during trenching, placing backfill, driving or parking heavy equipment, dumping of trash, oil, paint, and other materials detrimental to plant health. These activities should be restricted to the areas outside of the canopy of the tree, or, from a safe distance from the tree/plant by means of barricading. Trees will not be used for support; their trunks shall not be damaged by cutting and carving or by nailing posters, advertisements or other material. Lighting of fires or carrying out heat or gas emitting construction activity within the ground, covered by canopy of the tree is not to be permitted.

2.02.02b The contractor shall take steps to protect trees or saplings identified for preservation within the construction site using tree guards of approved specification.

2.02.02c the contractor shall conserve existing natural areas and restore damaged areas to provide habitat and promote biodiversity. Contractor should limit all construction activity within the specified area as per the Construction Management Plan (CMP) proposed by the architect / consultant. All the existing trees should be preserved, if not possible than compensate the loss by re-planting trees in the proportion of 1:3.

2.02.02d The contractor shall avoid cut and fill in the root zones, through delineating and fencing the drip line (the spread limit of a canopy projected on the ground) of all the trees or group of trees. Separate the zones of movement of heavy equipment, parking, or excessive foot traffic from the fenced plant protection zones.

2.02.02 d The contractor shall ensure that maintenance activities shall be performed as needed to ensure that the vegetation remains healthy. The preserved vegetated area shall be inspected by the Architect / Owner's Representative at regular intervals so that they remain undisturbed. The date of inspection, type of maintenance or restorative action followed shall be recorded in the logbook.

2.02.03 Contractor shall be required to develop and implement a waste management plan, quantifying material diversion goals. He shall establish goals for diversion from disposal in landfills and incinerators and adopt a construction waste management plan to achieve these goals. A project-vide policy of "Nothing leaves the Site" should be followed. In such a case when strictly followed, care would automatically be taken in ordering and timing of materials such that excess doesn't become "waste". The Contractor's ingenuity is especially called towards meeting this

prerequisite/ credit (IGBC LEED India, New Construction v1.0). Consider recycling cardboard, metal, brick, acoustical tile, concrete, plastic, clean wood, glass, gypsum wallboard, carpet and insulation. Designate a specific area(s) on the construction site for segregated or commingled collection of recyclable material, and track recycling efforts throughout the construction process. Identify construction haulers and recyclers to handle the designated materials. Note that diversion may include donation of materials to charitable organizations and salvage of materials on-site.

2.02.04 Contractor shall collect all construction waste generated on site. Segregate these wastes based on their utility and examine means of sending such waste to manufacturing units which use them as raw material or other site which require it for specific purpose. Typical construction debris could be broken bricks, steel bars, broken tiles, spilled concrete and mortar etc.

2.02.05 The contractor shall provide clean drinking water for all workers

2.02.06 The contractor shall provide the minimum level of sanitation and safety facilities for the workers at site. The contractor shall ensure cleanliness of workplace with regard to the disposal of waste and effluent; provide clean drinking water and latrines and urinals as per applicable standard. Adequate toilet facilities shall be provided for the workman within easy access of their place of work. The total no. to be provided shall not be less than 1 per 30 employs in any one shift. Toilet facilities shall be provided from the start of building operations, connection to a sewer shall be made as soon as practicable. Every toilet shall be so constructed that the occupant is sheltered from view and protected from the weather and falling objects. Toilet facilities shall be maintained in a sanitary condition. A sufficient quantity of disinfectant shall be provided. Natural or artificial illumination shall be provided.

2.02.07 The contractor shall ensure that air pollution due to dust/generators is kept to a minimum, preventing any adverse effects on the workers and other people in and around the site. The contractor shall ensure proper screening, covering stockpiles, covering brick and loads of dusty materials, wheel-washing facility, gravel pit, and water spraying. Contractor shall ensure the following activities to prevent air pollution during construction:

- Clear vegetation only from areas where work will start right away
- Vegetate / mulch areas where vehicles do not ply.
- Apply gravel / landscaping rock to the areas where mulching / paving is impractical
- Identify roads on-site that would be used for vehicular traffic. Upgrade vehicular roads (if these are unpaved) by increasing the surface strength by improving particle size, shape and mineral types that make up the surface & base. Add surface gravel to reduce source of dust emission. Limit number of fine particles (smaller than 0.075mm) to 10 – 20%
- Water spray, through a simple hose for small projects, to keep dust under control. Fine mists should be used to control fine particulate. However, this should be done with care so as not to waste water. Heavy watering can also create mud, which when tracked onto paved public roadways, must be promptly removed. Also, there must be an adequate supply of clean water nearby to ensure that spray nozzles don't get plugged. Water spraying can be done on:
  a. Any dusty materials before transferring, loading and unloading
  b. Area where demolition work is being carried out
  c. Any un-paved main haul road
  d. Areas where excavation or earth moving activities are to be carried out
- **The contractor shall ensure that the speed of vehicles within the site is limited to 10 km/hr.**

- **All material storages should be adequately covered and contained so that they are not exposed to situations where winds on site could lead to dust / particulate emissions.**

- Spills of dirt or dusty materials will be cleaned up promptly so the spilled material does not become a source of fugitive dust and also to prevent of seepage of pollutant laden water into the ground aquifers. When cleaning up the spill, ensure that the clean-up process does not generate additional dust. Similarly, spilled concrete slurries or liquid wastes should be contained / cleaned up immediately before they can infiltrate into the soil / ground or runoff in nearby areas

- Provide hoardings of not less than 3m high along the site boundary, next to a road or other public area

- Provide dust screens, sheeting or netting to scaffold along the

- perimeter of the building

- Cover stockpiles of dusty material with impervious sheeting

- Cover dusty load on vehicles by impervious sheeting before they leave the site

2.02.08 Contractor shall be required to provide an easily accessible area that serves the entire building and is dedicated to the separation, collection and storage of materials for recycling including (at a minimum) paper, corrugated cardboard, glass, plastics, and metals. He shall coordinate the size and functionality of the recycling areas with the anticipated collections services for glass, plastic, office paper, newspaper, cardboard, and organic wastes to maximize the effectiveness of the dedicated areas. Consider employing cardboard balers, aluminium can crushers, recycling chutes, and collection bins at individual workstations to further enhance the recycling program

2.02.09 The contractor shall ensure that no construction leach ate (Ex: cement slurry), is allowed to percolate into the ground. Adequate precautions are to be taken to safeguard against this including, reduction of wasteful curing processes, collection, basic filtering and reuse. The contractor shall follow requisite measures for collecting drainage water run-off from construction areas and material storage sites and diverting water flow away from such polluted areas. Temporary drainage channels, perimeter dike/swale, etc. shall be constructed to carry the pollutant-laden water directly to the treatment device or facility (municipal sewer line).

2.02.10 Staging (dividing a construction area into two or more areas to minimize the area of soil that will be exposed at any given time) should be done to separate undisturbed land from land disturbed by construction activity and material storage.

2.02.11 The contractor shall Comply with the safety procedures, norms and guidelines (as applicable) as outlined in the document Part 7 _Constructional practices and safety, 2005, National Building code of India, Bureau of Indian Standards. A copy of all pertinent regulations and notices concerning accidents, injury and first-aid shall be prominently exhibited at the work site. Depending upon the scope & nature of work, a person qualified in first-aid shall be available at work site to render and direct first-aid to causalities. A telephone may be provided to first-aid assistant with telephone numbers of the hospitals displayed. Complete reports of all accidents and action taken thereon shall be forwarded to the competent authorities.

2.02.12 The contractor shall ensure the following activities for construction workers safety, among other measures:

- Guarding all parts of dangerous machinery.
- Precautionary signs for working on machinery
- Maintaining hoists and lifts, lifting machines, chains, ropes, and other lifting tackles in good condition.
- Durable and reusable formwork systems to replace timber formwork and ensure that formwork where used is properly maintained.
- Ensuring that walking surfaces or boards at height are of sound construction and are provided with safety rails or belts.
- Provide protective equipment; helmets etc.
- Provide measures to prevent fires. Fire extinguishers and buckets of sand to be provided in the fire-prone area and elsewhere.
- Provide sufficient and suitable light for working during night time.

2.02.13 Adopt additional best practices, prescribed norms as in Doc No. CED 46(6086), July 2003: Draft National Building Code of India: Part 7 Constructional practices and safety, issued by Bureau of Indian Standards

2.02.14 The storage of material shall be as per standard good practices as specified in Part 7, Section 2 – Storage, Stacking and Handling practices, NBC 2005 and shall be to the satisfaction of the Owner's Representative to ensure minimum wastage and to prevent any misuse, damage, inconvenience or accident. Watch and ward of the Contractor's materials shall be his own responsibility. There should be a proper planning of the layout for stacking and storage of different materials, components and equipments with proper access and proper manoeuvrability of the vehicles carrying the materials. While planning the layout, the requirements of various materials, components and equipments at different stages of construction shall be considered. The Owner shall not take any responsibility on any account.

2.02.15 The contractor shall provide for adequate number of garbage bins around the construction site and the workers facilities and will be responsible for the proper utilisation of these bins for any solid waste generated during the construction. The contractor shall ensure that the site and the workers facilities are kept litter free. Separate bins should be provided for plastic, glass, metal, biological and paper waste and labelled in both Hindi and English.

2.02.16 The contractor shall prepare and submit 'Spill prevention and control plans' before the start of construction, clearly stating measures to stop the source of the spill, to contain the spill, to dispose the contaminated material and hazardous wastes, and stating designation of personnel trained to prevent and control spills. Hazardous wastes include pesticides, paints, cleaners, and petroleum products.

2.02.17 Contractor shall collect the relevant material certificates for materials with high recycled (both post-industrial and post-consumer) content, including materials for structural use like TMT steel rolled with high percentage of recycled steel, and RMC mix with fly-ash etc.(see appendix)

2.02.18 Contractor shall collect the relevant material certificates for rapidly renewable materials such as bamboo, wool, cotton insulation, agrifiber, linoleum, wheat board, strawboard and cork.

2.02.19 Contractor shall adopt an IAQ (Indoor Air Quality) management plan to protect the HVAC system during construction, control pollutant sources, and interrupt pathways for contamination. He shall sequence installation of materials to avoid contamination of absorptive materials such as insulation, carpeting, ceiling tile, and gypsum wallboard. He shall also protect stored on-site or installed absorptive materials from moisture damage.

2.02.20 The contractor shall ensure that a flush out of all internal spaces is conducted prior to handover. This shall comprise an opening of all doors and windows for 14 days to vent out any toxic fumes due to paints, varnishes, polishes, etc.

2.02.21 Wherever required, Contractor shall meet and carry out documentation of all activities on site, supplementation of information, and submittals in accordance with GRIHA program standards and guidelines. Towards meeting the aforementioned building environmental rating standard(s) expert assistance shall be provided to him up on request.

2.02.22 Water Use during Construction

2.02.23 Contractor should spray curing water on concrete structure and shall not allow free flow of water. After liberal curing on the first day, all the concrete structures should be painted with curing chemical to save water. Concrete structures should be kept covered with thick cloth/gunny bags and water should be sprayed on them. Contractor shall do water ponding on all sunken slabs using cement and sand mortar.

2.02.24 The Contractor shall remove from site all rubbish and debris generated by the Works and keep Works clean and tidy throughout the Contract Period. All the serviceable and non-serviceable (malba) material shall be segregated and stored separately. The malba obtained during construction shall be collected in well formed heaps at properly selected places, keeping in a view safe condition for workmen in the area. Materials which are likely to cause dust nuisance or undue environmental pollution in any other way, shall be removed from the site at the earliest and till then they shall be suitable covered. Glass & steel should be dumped or buried separately to prevent injury. The work of removal of debris should be carried out during day. In case of poor visibility artificial light may be provided.

2.02.25 MATERIALS & FIXTURES FOR THE PROJECT

2.02.26 The contractor shall endeavour to source most of the materials for construction at this project from a distance of 800 km radius from the project site. Contractor shall collect the relevant material certificates to prove the same

a) Any material that is to be sourced from outside the prescribed radius shall be done after securing the necessary approval from the architects and the Owner's Representative.

b) All cement used at site for reinforced concrete, precast members, mortar, plaster, building blocks, etc shall be PPC (Portland Pozzolana Cement). The PPC must meet the requirements of IS 1489: 1991. (Minimum 30% replacement of cement with fly ash in PPC (Portland Pozzolona Cement) by weight of the cement used in the overall RC for meeting the equivalent strength requirements).

c) As a measure to reduce wastage and water consumption during construction, the contractor shall source or set up the infrastructure for a small-scale ready-mix concrete. All concreting works at site shall utilise only ready-mix concrete and not a site mix.

d) The contractor has to comply as per MoEF issued notification 8.0.763(E) dated 14th Sept.1999 containing directive for greater fly ash utilization, where it stipulates that ii. Every construction agency engaged in the construction of buildings within a radius of 50 km radius of a Thermal Power Plant, have to use of 100% fly ash-based bricks/blocks in their construction. Any brick/block containing more than 25% fly ash is designated as fly ash brick/block. As per GRIHA credits, bricks / blocks should contain more than 40% fly ash.

e) The contractor shall ensure that quarry dust is used in place of sand in an all concreting works unless specifically instructed otherwise by the architects.

f) Timber and aluminium use should be minimised in the project. If used, timber shall constitute of reclaimed timber and aluminium shall constitute recycled content. The source of such reclaimed timber shall be approved by the Architects and the Owner's Representative.

g) The contractor shall ensure that non-toxic anti-termite and other pest control is strictly used.

h) All steel used by the contractor should have a recycled content of minimum 25%. Any deviation from this condition should carry the prior approval of the Architects and the Owner's Representative.

i) All plumbing and sanitary fixtures installed shall be as per the prescription of the Architects and shall adhere to the minimum LPM and LPF mentioned.

j) The contractor shall employ 100% zero ODP (ozone depletion potential) insulation; HCFC (hydro-chlorofluorocarbon)/ and CFC (chlorofluorocarbon) free HVAC and refrigeration equipments and/halon-free fire suppression and fire extinguishing systems.

k) The contractor shall ensure that all composite wood products/agro-fibre products used for cabinet work, etc do not contain any added urea formaldehyde resin.

2.02.27 RESOURCES CONSUMED DURING CONSTRUCTION

a. The contractor shall ensure that the least amount of water and electricity is wasted during construction. The Owner's Representative can bring to the attention any such wastage and the contractor will have to ensure that such bad practices are corrected.

b. The contractor shall install necessary meters and measuring devices to record the consumption of water, electricity and diesel on a monthly basis for the entire tenure of the project.

c. The contractor shall ensure that all run-off water from the site, during construction is collected and reused to the maximum.

d. The contractor shall use treated recycled water of appropriate quality standards for construction, if available.

e. No lights shall be turned on during the period between 6:00 AM to 6:00 PM, without the permission of the Owner's Representative.

f. The contractor is encouraged to use bio-diesel in place of petroleum diesel for the running of generators during construction.

2.02.28 CONSTRUCTION WASTE

a) Contractor shall ensure that wastage of construction material is kept to a maximum of 3%.

b) All construction debris generated during construction shall be carefully segregated and stored in a demarcated waste yard. Clear, identifiable areas shall be provided for each waste type. Employ measures to segregate the waste on site into inert, chemical, or hazardous wastes.

c) All construction debris shall be used for road preparation, back filling, etc, as per the instructions of the Architects and the Owner's Representative, with necessary activities of sorting, crushing, etc.

d) No construction debris shall be taken away from the site, without the prior approval of the Owner's Representative.

e) The contractor shall recycle the unused chemical/hazardous wastes such as oil, paint, batteries, and asbestos.

f) If and when construction debris is taken out of the site, after prior permissions from the Owner's Representative, then the contractor shall ensure the safe disposal of all wastes and will only dispose of any such construction waste in approved dumping sites.

g) Inert waste to be disposed of by Municipal Corporation/ local bodies at landfill sites.

2.02.29 Documentation

a) The contractor shall, during the entire tenure of the construction phase, submit the following records to the Owner's Representative on a monthly basis:

i) Water consumption in litres

ii) Electricity consumption in 'kwh' units

iii) Diesel consumption in litres

iv) Quantum of waste generated at site and the segregated waste types divided into inert, chemical and hazardous wastes.

v) Digital photo documentation to demonstrate compliance of safety guidelines as specified here and in the Appendix on Safety Conditions.

b) The contractor shall, during the entire tenure of the construction phase, submit the following records to the Owner's Representative on a weekly basis:

i) Quantities of material brought into the site, including the material issued to the contractor by the Owner.

ii) Quantities of construction debris (if at all) taken out of the site

iii) Digital photographs of the works at site, the workers facilities, the waste and other material storage yards, pre-fabrication and block making works, etc as guided by the Owner's Representative

c) The contractor shall submit one document after construction of the buildings, a brief description along with photographic records to show that other areas have not been disrupted during construction. The document should also include brief explanation and photographic records to show erosion and sedimentation control measures adopted. (Document CAD drawing showing site plan details of existing vegetation, existing buildings, existing slopes and site drainage pattern, staging and spill prevention measures, erosion and sedimentation control measures and measures adopted for top soil preservation during construction

d) The contractor shall submit to the Owner's Representative after construction of the buildings, a detailed as built quantification of the following:

iv) Total materials used,

v) Total top soil stacked and total reused

vi) Total earth excavated,

vii) Total waste generated,

viii) Total waste reused,

ix) Total water used,

x) Total electricity, and

xi) Total diesel consumed.

e) The contractor shall submit to the Owner's Representative, before the start of construction, a site plan along with a narrative to demarcate areas on site from which top soil has to be gathered, designate area where it will be stored, measures adopted for top soil preservation and indicate areas where it will be reapplied after construction is complete.

f) The contractor shall submit to the Project Manger, a detailed narrative (not more than 250 words) on provision for safe drinking water and sanitation facility for construction workers and site personnel.

g) Provide supporting document from the manufacturer of the cement specifying the fly-ash content in PPC used in reinforced concrete.

h) Provide supporting document from the manufacturer of the pre-cast building blocks specifying the fly ash content of the blocks used in an infill wall system.

i) The contractor shall, at the end of construction of the buildings, submit to the Owner's Representative, submit following information, for all material brought to site for construction purposes, including manufacturer's certifications, verifying information, and test data, where Specifications sections require data relating to environmental issues including but not limited to:

i) Source of products: Supplier details and location of the supplier.

ii) Project Recyclability: Submit information to assist Owner and Contractor in recycling materials involved in shipping, handling, and delivery, and for temporary materials necessary for installation of products.

iii) Recycled Content: Submit information regarding product post industrial recycled and post consumer recycled content. Use the "Recycled Content Certification Form", to be provided by the Commissioning Authority appointed for the Project.

iv) Product Recyclability: Submit information regarding product and product's component's recyclability including potential sources accepting recyclable materials.

v) Provide certification for all wood products provided by a Forest Stewardship Council (FSC - or equivalent organization) accredited certifier.

vi) Provide final certification of well-managed forest of origin to provide final documentation of certified sustainably harvested status: Acceptable wood "certified sustainably harvested" certifications shall include:

a) Wood suppliers' certificate issued by one of the Forest Stewardship Council-accredited certifying agencies;
b) Suppliers' invoice detailing the quantities of certified wood products for project;
c) Letter from one of a certifying agency corroborating that the products on the wood supplier's invoice originate from certified well-managed forests.

vii) Clean tech: Provide pollution clearance certificates from all manufacturers of materials

viii) Indoor Air quality and Environmental Issues: Submit emission test data, sourced from the manufacturers, produced by acceptable testing laboratory listed in Quality Assurance Article for materials as required in each specific Specification section.

a) Certification from manufacturers of composite wood products/agro fibre products on the absence of added urea formaldehyde resin in the products supplied to them to this particular site.

b) Submit environmental and pollution clearance certificates for all diesel generators installed as part of this project.

j) Provide total support to the Architects / Owner's Representative / Green Building Consultants appointed by the owner in completing all Green Building Rating related formalities, including signing of forms, providing signed letters in the contractor's letterhead.

2.02.30 EQUIPMENT

a) To ensure energy efficiency during and post construction all pumps, motors and engines used during construction or installed, shall be subject to approval and as per the specifications of the architects.

b) All lighting installed by the contractor around the site and at the labour quarters during construction shall be CFL bulbs of the appropriate illumination levels. This condition is a must, unless specifically prescribed.

The contractor is expected to go through all other conditions of the GRIHA rating stipulations, which can be provided to him by the architects.

Failure to adhere to any of the above-mentioned items, without necessary clearances from the architects and the Owner's Representative, shall be deemed as a violation of contract and the contractor shall be held liable for penalty as determined by the architects.