

THE LAWRENCE SCHOOL, SANAWAR

TENDER

FOR

ELECTRICAL HT, LT LINE WORK & CIVIL WORK

INSTRUCTIONS FOR FILLING IN THE TENDER FORM

1. The following documents are included in the Tender Document:

NOTICE INVITING TENDER, TENDER FORM, FORMATS FOR BANK GUARANTEES, SCHEDULE OF FISCAL ASPECTS, GENERAL CONDITIONS OF CONTRACT AND SPECIAL CONDITIONS OF CONTRACT, SCOPE OF WORK, TECHNICAL SPECIFICATIONS, LISTS OF APPROVED MAKES & BILL OF QUANTITIES.

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

2. For the Bill of Quantities, the rates shall be written (after carefully studying the technical specifications and detailed specifications and drawings) clearly, legibly in figures and in words. In case of any doubts, or discrepancy the amount in words will be treated as correct. Amounts should be entered after carefully checking up the unit adopted for the item.
3. The Contractor should certify that he has studied the Work at site and acquainted himself with the position with regard to construction, materials & labour required for the work.
4. The Contractor 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.
5. Every contractor should furnish along with his tender an income-tax clearance certificate & 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, garnishee proceedings in connection therewith.
6. The Contractors 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 returned unopened.
7. Certified copies of Registration Certificate, Partnership Deed and Power of Attorney or Articles of Agreement in case of Limited Companies will have to be furnished along with the tender to render the tender eligible for consideration.
8. Should the Contractor 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 Electrical Conts 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 Contractor to execute the Work according to the statement made or quantities or units shown in the tender, without any compensation.
9. The Contractor 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
 - c) A detailed list of plant and machinery and shuttering material 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.

10. **CO-ORDINATION WITH OTHER AGENCIES / SUB CONTRACTORS / VENDORS APPOINTED DIRECTLY BY THE OWNER:**

The Contractor shall co-ordinate and provides the facilities for the nominated sub-contractors / vendors as detailed in conditions of contract.

11. Specialised subcontractors for execution of waterproofing and termite proofing must be mentioned along with the tender.

12. The tender of any Contractor not complying with any of the above instructions 1 to 11 may be rejected.

To,

Re: NOTICE INVITING TENDER

1. **Sealed item rate tenders are invited by The Headmaster, The Lawrence School, Sanawar for the Civil, plumbing and electrical and other related works for External Electrical work Phase One. Tenderers will submit tenders for all the works eg. Civil, & Electricals separately with earnest money deposit Rs 50000/- only for all three tenders. School will have discretion to consider tender as a whole or individually.**
2. **The Site:**

The site is at **The Lawrance School, Sanawar, Dist. Solan (HP).**
3. **Description of Work**
Electrical & Civil works.
4. **Schedule of Work**
The date of commencement of the Work shall be from the **TWENTY DAY** from the date of issue of letter of intent (LOI) and completion will be within **3 Months and as per the agreed Milestones.**
5. **Form of Contract:**
Item Rate with material.
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 (including BOQ - soft copy) may be obtained from the office of **The Lawrence School, Sanawar.**
7. **Packing and Submission of Bid**
Sealed Tenders and the completed BOQ in the form of a soft copy in a diskette in Microsoft Excel format (as provided) shall be deposited by the tenderer in the office of **The Headmaster, The Lawrence School, Sanawar, latest by**

Tenderers will pack, mark and deposit the following in three separate sealed envelopes. Tender documents will be submitted in original.
 - (i) **Envelope No.1** Should be marked as EMD (Envelope –1) and should contain the following:
 - a) Earnest Money Deposit for the amount and in the manner specified in schedule of fiscal aspects
 - (ii) **Envelope No.2** Should be marked as Documents (Envelope –2) and should contain the following:
 - a) Letter from Tenderer, accepting all terms, conditions and technical specifications of tender.
 - b) Volume – 1 of tender (NIT, Tender form, General & Special Conditions of Contract etc.) duly signed & stamped.

- c) Every tenderer should furnish the details of similar nature of works completed by them during the last three years, including the contact details of client, architect etc. The tenderer will qualify only if they have completed projects of similar nature of cumulative value, of last three years, totalling to at least 100% of the tender value or should have executed work of similar nature of at least 50% of the tender value in last two years..
 - d) Every Tenderer should furnish along with his tender PAN No., GST registration number, an income-tax and sales tax 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.
 - e) 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 Vol. 1-Annexure A: FORMAT FOR DECLARATION OF CURRENT WORKS).
 - f) Every Tenderer should furnish along with his tender the Work Contract Tax / GST Registration Certificate.
 - g) ESI and PF registration with authorities
 - h) The Tenderer shall submit the cash flow chart.
 - i) Detailed list of Plant & Machinery along with shuttering material proposed to be deployed at Project.
 - j) List of Sub Contractor proposed to be employed at the Project.
- (iii) **Envelop No.3** Should be marked as Price Bid (Envelope –3) and should contain the following:
 Priced bill of quantities duly signed and stamped by the authorised signatory
 Soft copy of BOQ with rates and amount filled in
 Tender drawing duly stamped and signed

Any Queries or clarifications regarding the tender or the work shall be submitted in writing to **The Headmaster, The Lawrence School, Sanawar**. Clarifications, if any, shall be issued to all tenderers in the form of an Addendum to the Tender (The “Addendum”)

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.

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 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 Project Manager 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. 50,000/- (Rupees Fifty Thousand Only)** in the form of Demand Draft / Bank Guarantee (format enclosed) valid for at least **90** days from the date of tender submission, should be submitted along with the Tender. The Demand Draft / Bank Guarantee should be in favour of The Headmaster, The Lawrence School, Sanawar. Payable at **Solan (HP)**, 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 **TWENTY DAYS** of order to commence the work.

The E.M. Ds of the successful tenderer will be retained by the client and returned to the Contractor upon his furnishing a Bank Guarantee for Performance Bond in an approved format and to the satisfaction of the client.

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 / Performance Bond Guarantee by encashment / enforcement of the Bank Guarantee herein before referred to.

11. INSPECTION OF SITE:

Every tenderer is expected to inspect the site of the proposed work and acquaint him 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.

12. This notice inviting tenders will form part of the tender document and the Contract Agreement executed by the successful tenderer.
13. The tenderer is requested to print, sign with company's seal, and attach the NIT with the tender.
14. 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.

For further information, the tenderer may contact **The Bursar, The Lawrence School, Sanawar.**

Kind regards,

For

.....

PLACE:
DATE: _____ 2022

SIGNATURE OF THE TENDERER
WITH SEAL AND ADDRESS

Should be on 100/- Stamp Paper

CONSTRUCTION CONTRACT

This CONTRACT is made on ___/___/2022 between ----- having its office at -----
- (hereinafter referred to as the "Owner" which expression shall, unless repugnant to the context or meaning hereof, be deemed to mean and include its successors and assignees) of the one part **AND** M/S. _____ having its principal place of business at _____ India hereinafter called the "Contractor" (which expression shall, unless repugnant to the context or meaning hereof, be deemed to mean and include its successors and assignees) of the other part. Capitalized terms not otherwise defined in this Contract shall have the meanings given such terms in the General Conditions of Contract, attached hereto and incorporated by reference into this Contract.

WHEREAS

The Owner is desirous of being provided and having executed certain works relating to **Civil Structural Works** mentioned, or referred to in the Tender Documents including General Conditions of Contract, Special Conditions of Contract, Annexures, Specifications, Drawings, Schedule of Rates, various Minutes of Meetings and other documents as called for in the Tender.

The Contractor has inspected the Site and surroundings of the Work Site specified in the Tender Documents 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 materials necessary for the 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 there with, 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 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 and which might have influenced him in making his bid.

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

In consideration of the payment to be made to the Contractor for the work to be executed by him, the Contractor hereby covenants with the Owner that the Contractor shall and will duly provide, execute and complete the Works and shall do and perform all other acts and things in the Contract, mentioned or described or which are to be implied there from 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 Contract. In consideration of the due provisions, execution and completion of the Work, the Owner does hereby agree to pay the Contractor the Contract Sum in proportion to the work actually done by him and approved by the Electrical Conds, such payment to be made at such time and in such manner as provided for in the General and Special Conditions of the Contract.

The following documents shall be deemed to form and be read and construed as part of this Contract in the following order of precedence:

- a) This Contract
- b) The Letter of Intent dated2022 and 2022.

List of Drawings (M/S..... dated 2022/23)

- d) General Conditions of Contract.
- e) Special Conditions of contract.
- f) Technical Specifications.
- g) Priced Bill of Quantities with Detailed Specifications.

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

The Contractor hereby agrees to commence the work on 2022 and shall complete the entire works within ----- (**-----**) **months overall** thereafter that is by 2022.

The Owner has accepted the tender of the tenderer for the provision and the execution of the said Works for The Contract Sum upon the terms and subject to the Conditions of Contract.
IN WITNESS WHEREOF the parties present have executed these on the day and the year first above written.

Signed and Delivered
for and on behalf of
OWNER

Signed and Delivered
for and on behalf of
CONTRACTOR

DATE :

DATE :

PLACE :

PLACE :

IN PRESENCE OF TWO WITNESSES

1.

1.

2.

2.

TENDER FORM

To,

.....
.....
.....
.....

Dear Sirs,

SUB: TENDER for Electrical & Civil work of -----

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

- a) Examined the 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 an 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 further agree to the **deduction of 2.5% from the 'Interim Payment' towards the 'Retention Money'** which will be returned as per the relevant clauses in the agreement.

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

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 BANK GUARANTEE FOR PERFORMANCE BOND.

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

Ref: **Bank Guarantee No.** _____
Date: _____

To:
.....
.....

Dear Sir,

In consideration of M/S., having its office at (Hereinafter referred to as the “COMPANY” which expression shall unless repugnant to the context include its successors in interest and assigns) having entered into a contract dated _____ (hereinafter called the “CONTRACT” which expression shall include all the amendments thereto) at With M/S. _____ India (hereinafter referred to as the “CONTRACTOR” (which expression unless repugnant to the context or meaning thereof, shall include its successors, administrators, executors and assigns) and such contract having been signed and accepted by the Contractor at for _____ project (scope of work) for a value of Rs. _____

AND WHEREAS under the terms of the said contract, the Contractor is required to submit a performance guarantee for the due, punctual, satisfactory and faithful performance of the entire contract to the context of **1 (One) %** of the contract price. We (BANK NAME AND ADDRESS) (hereinafter referred to as the “Bank”) hereby agree, guarantee and undertake that we shall forthwith, immediately and immediately upon receipt of written intimation/demand/letter/claim from you viz., M/S., addressed to the Bank, pay to M/S., without any deduction, reservation, protest, demur, delay or reference to M/S..... the aforesaid sum of Rs. _____ (Rupees _____ Only) irrespective of and notwithstanding any dispute or demand to the contrary made/raised by the Contractor. We further undertake and agree that we shall make payment to you of the aforesaid amount of Rs. _____(Rupees _____ Only). Immediately upon demand being made, as aforesaid, without in any manner referring to, or seeking consent of or instructions from the Contractor and without in any manner, explicitly or by conduct, issuing notice of our intent to honour our commitment under this guarantee or on the issue of any instructions to the contrary issued by the Contractor. Any such demand made by the Company on the Bank shall be conclusive and binding notwithstanding any difference between the Company and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority or any instructions, letter contrarily issued by the contractor. We agree that Guarantee herein contained shall be irrevocable and shall continue to be in force and enforceable till it is specifically discharged by the Company by issuance of a letter/certificate to such effect. No periodic renewal by the bank shall be necessary.

2. The Company shall have the fullest liberty, from time to time, without in any way affecting the liability of the Bank under this Guarantee to extend the time for performance of the Contract by the Contractor, or vary the terms of the Contract. The Company shall have the fullest liberty without affecting this Guarantee to postpone, from time to time, the exercise of power vested in them or of any right which they might have against the Contractor and to seek compliance with any covenants contained or implied in the Contract between the Company and the Contractor or any other course or remedy or security available to the Company. Notwithstanding any such extension or variation, the Bank shall not be released of its

obligations as assumed under these presents by the exercise by the Company of any liberty with reference to matters aforesaid or any of them or by reason of any act or forbearance or other acts of Company or any other indulgence shown by the Company to the Contractor. We agree that irrespective of such extension of time or variation in contract, our liability to pay the aforesaid amount of Rs. _____ (Rupees _____ Only) without demur, objection shall continue to remain unaltered, enforceable and valid.

3. The Bank further agrees that the Company, at its option, shall be entitled to enforce this Guarantee against the Bank, without in the first instance proceeding against the Contractor or making any demand upon the Contractor to pay and notwithstanding any security or other Guarantee that the Company may be possessed of in relation to the Contractor's liabilities, either in relation to this agreement or otherwise and our liability to make unconditional payment on demand by the Company shall not be affected or diluted and shall remain valid, enforceable and unaltered.
4. We further agree that for the purpose of this Guarantee any notice issued to us by the Company and the amount claimed in such notice as being payable by the Contractor to the Company shall be deemed to be correct and shall not be disputed or questioned by us but shall be paid in the manner herein before stated forthwith and without delay. We further agree that this guarantee shall not be affected by any change in our constitution or that of the Contractor. We further undertake not to revoke this guarantee during the period of its validity viz., till the company discharges us, in writing, as aforesaid, notwithstanding any dispute, difference between the Contractor and ourselves and our bankers' lien either general or particular in relation to the Contractor shall not include the amount guaranteed to the Company under this guarantee.

Dated this the _____ day of _____ 2022.

WITNESSES:

SIGNATURE

SIGNATURE

NAME

NAME

OFFICIAL ADDRESS

(DESIGNATION WITH BANK STAMP)

----- Attorney as per power of

Attorney No

Dated:

PROFORMA OF BANK GUARANTEE FOR RETENTION MONEY DEPOSIT.
(To be executed on NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)
(GUARANTEE TO BE VALID TILL 6 MONTHS AFTER THE DEFECTS LIABILITY PERIOD)

Ref : Bank Guarantee No. _____
Date: _____
To Amount: _____

Whereas vide a Contract Agreement dated...dateth day of ...month.....2022, you have awarded the work of Civil & Structure Works for Residence of ----- at -----, to M/S.....name of the contractor..... registered under the and having its Registered Office ataddress....., (hereinafter called the said “Contractor”, (which expression shall, where the context so admits, include the said M/Sname of the contractor....., their respective Boards of Directors, successors in office, successors in interest, administrators and assignees etc.), on the terms & conditions mentioned therein.

AND WHEREAS your Company has to deduct retention money @ 2.5% from the running bills of the said Contractor amounting to a total sum of Rs.....amount..... (Rupees.....amount in words.....only) as a security deposit under the terms and conditions of the said Contract Agreement;

AND WHEREAS your Company has agreed that part of the retention money would be refunded to the said Contractor on virtual completion of the works against furnishing of Bank Guarantee by the Contractor for the said amount agreed to be released by your Company before completion of Defect Liability Period;

NOW in consideration of the premises and at the request of the said Contractor, WE the undersignedName of bank....., having its office at..... bank address, do hereby absolutely, irrevocably and unconditionally guarantee (as primary obligor and , not merely as surety) that in the event of the said Contractor failing, neglecting or refusing for any reason whatsoever to perform his part of the Contract during Defect Liability Period, to pay to your Company by Demand Draft / Banker’s Cheque favouring “-----.” and payable at -----, the said sum of Rs....amount (Rupees..... amount in words.....only) without any protest, objection or demur or raising any dispute or contention whatsoever; on demand from your Company. Such demand by your Company shall be final and conclusive of the failure, neglect, default or refusal by or on the part of the said Contractor to perform his part of the Contract during Defect Liability Period.

WE the Guarantor expressly agree that our liability and obligations under this Guarantee shall be continuing absolute, unconditional and irrevocable not withstanding (i) any dispute or difference of whatsoever nature between the said Contractor and your Company under the said Contract Agreement or any claims or contentions of whatsoever nature of the said Contractor made under or in pursuance of the said Contract Agreement (ii) any invalidity, illegality, irregularity or unenforceability for any reason of the said Contract Agreement (iii) any other circumstances or considerations which might otherwise constitute a legal or equitable discharge or defence of a surety or guarantor including without limitation, any failure omission or delay in the enforcement by your Company of any of the obligations of the said Contractor under the said Contract Agreement.

Our liability as Guarantor under this guarantee shall not be discharged, released, altered or otherwise affected in any manner by reason of any arrangement or compromise made between the said Contractor and your

Company or by any time forbearance or other indulgence whether as to payment performance or otherwise given or agreed to be given by your Company to the said Contractor in respect of all or any of its obligations under the said Contract Agreement or otherwise and WE (as primary obligor and not merely as surety) expressly waive diligence of any kind whatsoever as well as any requirement that your Company exhaust any right or any remedy to take any action against the said Contractor under the said Agreement or otherwise and WE hereby expressly consent to any extension of the duration of this guarantee as requested by the said Contractor. Without prejudice to the generality of the foregoing WE hereby expressly and irrevocably waive all claims for waiver, release, surrender and compromise and all defenses set off, counter claims, recoupments and reductions, limitations and impairments.

WE the Guarantor hereby expressly agree that our liability hereunder shall not be discharged or released or altered or impaired or affected in any manner by any change in the constitution or structure of our Bank or by merger or amalgamation by our Bank with any other Bank, Company, Corporation or Body.

WE hereby expressly agree that our liability hereunder shall not be discharged or released or altered or impaired in any manner by any change in the constitution, structure or powers of the said Contractor or of your Company.

A demand for payment under this Guarantee shall be made on us by your Company in writing at the following address:

.....name of the bank.....
..... address

We the Guarantor absolutely, irrevocably and unconditionally agree that (a) your Company shall be entitled to enforce this Guarantee without making any demand on or taking any action or proceedings against said Contractor and (b) the guarantee herein contained shall be a continuing guarantee and as such shall remain in full force and effect and shall be binding in accordance with its terms on us and enforceable against us.

Notwithstanding anything herein contained our liability hereunder shall be restricted to a sum of Rs....amount.... (Rupees..... amount in words..... only); unless a claim or demand to enforce a claim under this Guarantee is made on us in writing on or before ...date....., your Company's rights under this guarantee shall be forfeited and we shall be released and discharged from all liabilities hereunder.

Notwithstanding any thing contained herein:

1. Our liability under this Guarantee shall not exceed Rs. (Rupees only).
2. This Bank Guarantee shall be valid up to and
3. 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(validity date).....

IN WITNESS WHEREOF THE BANK HERETO HAS SIGNED THIS GUARANTEE ON THIS DAY OFMONTH... 2022, AT SOLAN (HP) IN THE PRESENCE OF FOLLOWING WITNESS:

SIGNED AND DELIVERED BY the within named BANKname of bank.....

(_____)
Authorised Signatory

Seal of the Bank

IN THE PRESENCE OF:

Witnesses:

1.

2.

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 approved/approval in writing.
- 1.2 **Approved Equal:**
Approved Equal shall mean an alternative product or service approved by the _____ as being equivalent to that specified in the Contract Documents.
- 1.3
- 1.4 **Contract:**
The Contract shall mean the agreement between the Owner and the Contractor for the proper execution and successful completion of the Work in accordance with the Contract Documents.
- 1.5 **Contractor:**
The Contractor shall mean the person or persons, firm, company or consortium whose tender has been accepted by the Owner and includes the Contractor's legal representatives, successors and permitted assign.
- 1.6 **Contractor's Representative:**
The Contractor's Representative shall mean the person or party duly appointed by the Contractor, act for and on its behalf on a day-to-day basis during the construction & Erection 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 Section 11.1 of the General Terms of Contract. The Contractor's Representative shall be _____
- 1.7 **Contract Documents:**
The Contract Documents shall mean collectively the documents listed in Section 5 of the Construction & Erection Contract dated __/__/2022 between the Owner and the Contractor and all modifications thereof and additions thereto incorporated in and made to any of those documents during the term of the Contract.
- 1.8 **Contract Price:**
Shall mean the sums referred to in the Contract Documents for the Contractor's performance of the Work.

The Contract Price is inclusive of all taxes, including sales tax, service tax, entry tax, octroi, works contract tax, Turn over 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 **Rs. _____ (Rupees _____)** as indicated in the Letter of Intent/Purchase Order, amounts in excess of this number, not approved in advance by the Owner's Representative/PM shall be at the Contractor's expense. The Contractor has to closely monitor the quantities and cost and obtain an Approval from the Owner/PM 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.

- 1.9 **Consultant:**
Shall mean any person or persons duly appointed by the Owner/Electrical Consultant 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.
- 1.10 **Defect (S) Liability Period:**
Defect(s) Liability Period shall be the **12-month period** after Virtual Completion and any period extended as a result of rectification of the Work/change orders, between the Virtual Completion and the Final Completion of the Work, and during which period the Contractor shall be bound to replace and/or rectify and make good all defective materials, equipment and/or workmanship which arise in the Works or come to notice subsequent to the Virtual Completion of the Works and prior to the Final Completion of the Works.
- 1.11 **Drawings:**
'Drawings' means all drawings, details and sketches along with the technical information therein, furnished by the Electrical Consultant to the Contractor under the Contract and any modifications of such drawings or such other drawings as may be from time to time be furnished or approved in writing by Project Manager. 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'
- 1.22 **EHS Plan**
"EHS plan" means Environmental, Health and Safety Plan.
- 1.13 **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 Electrical Consultant 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.

- 1.14 **Force Majeure:**
Force Majeure are risks due to riots (otherwise than among Contractor's employees) Electrical 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 **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 PM periodically.
- 1.17 **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/ PM 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.
- 1.18 **Normal Working day:**
A working day is defined as any day between Monday and Saturday, both inclusive, and excluding any Public Holiday as notified by the Government of India/State Government. With prior permission of PM work at site shall continue over Sundays and all holidays excepting three statutory Government public holidays.
- 1.19 **Owner:**
The Owner shall mean The Headmaster, The Lawrence School, Sanawar
- 1.20 **Owner's Representative:**
Owner's Representative shall mean the person or party duly appointed by the Owner to act for and on its behalf at the Site during all phases of construction of the Project. Any actions to be taken by the Owner may be taken on the Owner's behalf by the Owner's Representative.
- 1.21 **Project:**
Project shall mean the total execution of the Work performed under this Contract for the civil and structural components plus all later phases of interior and exterior work necessary to complete the construction.
- 1.21 **Provisional sum:**
Provisional sum shall mean a lump sum included in the tender documents representing the estimated value of the work for which details are not available at the time of issue of tender
- 1.23 **Project Managers:**
Project Manager shall be the company/person employed by the owner who shall act on their behalf. The Project Manager shall be authorised to represent and act on behalf of the Owner on a day-to-day basis during all packages of construction of the Project. All communications, approvals

and decisions to be taken in connection with the project shall be channelled through the Project Manager.

- 1.24 **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.
- 1.25 **Singular and plural:**
Words in the singular also include the plural and vice versa where the context requires.
- 1.26 **Site:**
The Site shall mean Electrical & Civil works at The Lawrence School, Sanawar.
- 1.27 **Specifications:**
"Specifications" means the specifications for the Work included in the Electrical Consultant Drawings and the Electrical & Civil Works Technical Specifications, and any modification thereof or addition thereto.
- 1.28 **Sub-contractors:**
"Sub-Contractors" shall mean the persons, firms, companies or agencies who after approval of the Owner/ Owner's Representative, have entered into a direct Contract with the Contractor in respect of any part of the Work and any later package of the Project, and include the Sub-contractors' legal representatives, successors and permitted assignee. The Contractor shall have full responsibility for the actions and work of any Subcontractor whether contracted by the Contractor to perform portions of the Work or any later package of the Project.
- 1.29 **Tender:**
"Tender" shall mean the Contractor's offer to construct the Work in strict accordance with this Contract Documents. as set forth on the Tender Form dated -----
- 1.30 **Tender Documents:**
"Tender Documents" shall mean the Contractor's Tender Form dated ----- The Proforma of Bank Guaranty for Earnest Money Deposit, the Proforma of Bank Guaranty for Performance Bond, Notice Inviting Tender, Tender Form and General Conditions Of Contract, Special Conditions Of Contract, Civil Works Technical Specifications, Bill Of Quantities With Detailed Specifications, Environmental, Health & Safety (EHS) Plan, Preliminary Project Construction Schedule, Drawing – Site Location, Drawings Of Electrical Consultant & Structural for Civil Works.
- 1.31 **Temporary Works**
Temporary works mean all temporary works of every kind required for the execution of the works by the Contractor.
- 1.32 **Terms "and", "or", "and/or":**
The terms "and", "or", "and/or" used in context with the description or enumeration of two or more items or components of work of documentation or anything similar shall mean as is relevant and applicable to the text.

- 1.33 **Vendors:**
“Vendors” shall mean and include all suppliers, contractors, sub-contractors, nominated sub-contractors and trade contractors engaged for later phases of the Project, when such Vendors are in privity of Contract with the Owner.
- 1.34 **Virtual Completion:**
Virtual completion will be deemed to have been achieved upon a Virtual Completion Certificate being issued by the Project Manager, when the Work, according to the Owner and Electrical Consultant, have been completed in every respect in conformity with the Contract Documents and are ready and fit for the intended purpose, complete with all systems and services having been tested and commissioned.
- 1.35 **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.
- 1.36 **Work:**
“Work” shall mean and include all materials and labour necessary to construct the Electrical & civil and structural components of the Project in full compliance with the requirements of the Contract Document.
- 1.37 **Working day:**
Working Day shall mean any day from Monday to Saturday (both days inclusive) excluding Public Holidays. "Month" means English Calendar month. "Day" shall mean a calendar day of 24 hours each.

2.0 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 successful completion of the Work in accordance with the Contract Documents and to the directions and satisfaction of the PM/Electrical Consultant / 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 Sub-Contractors may execute any parts of the Work 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 that 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 Project Manager:

The Owner / Electrical Consultant may from time to time, through the Project Manager, issue further supplementary Drawings, written instructions, details, directions, and explanations, which shall be collectively referred to as the Instructions of Project Manager. The Contractor shall forthwith comply with and duly execute the work comprised in such Instructions of Owner / Project Manager, provided always that verbal instructions, directions and explanations given to the Contractor or his works representative by the Electrical Consultant or Project Manager shall, if involving a variation, be confirmed in writing immediately thereafter by the Project Manager.

2.5 Approval of Project Manager:

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

2.6 Increases/Decreases to scope of Work:

The Owner 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.

3.0 PROJECT MANAGER, OWNER'S REPRESENTATIVE, AND CONTRACTOR'S REPRESENTATIVE:

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

3.1 Role and responsibilities of the Project Manager

- i. The Project Manager will represent the Electrical Consultant /owner for the purpose of the execution of the Contract. The Project Manager 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 Project Manager 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 Project Manager in the performance of his duties. The Contractor shall refer all matters relating to the performance of the Contract to the Project Manager.
- iii. The Project Manager shall observe sound and established engineering practices using latest standards, codes and regulations, as applicable for the purpose specified and suitable for respective uses intended.

- iv. The Project Manager 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 Project Manager shall verify the Contractor's bills and issue Certificates of payments to enable the Owner to process the bills and release payments as appropriate.
- vi. Project Manager will work in close co-operation and co-ordination with the Electrical Consultant /owner.

3.2 Decision:

The Project Manager in consultation with the Owner's Representative shall make decisions on all matters relating to the execution and progress of the Work, including the claims and queries of the Contractor. The decision, opinion, direction and interpretation of the Project Manager, with respect to any or all matters including the following matters shall be final and binding on the Contractor, except for matters involving financial implications which will be decided in consultation with and with the prior written approval of the Owner.

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

3.3 Role and responsibilities of the owner's representative:

The Owner's Representative shall represent the Owner at the Site. The Owner's Representative shall be at the Site from time-to-time and shall be responsible for the interaction with the Contractor and the Project Manager.

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

The Owner's Representative shall generally be responsible for and be the final authority to decide all matters effecting the cost and timing of completion of the Work and the Project.

3.4 Role and responsibilities of the contractor's representative :

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

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 oversight of the Project Coordination Services, including, without limitation, the SHE Plan implementation described in Section 12 of the General Conditions of Contract.

3.5 Electrical Consultant Role and Obligations:

- The Electrical Consultant shall be responsible for undertaking the design, the specification and the production of drawings for the Work.
- The Electrical Consultant shall be responsible for periodic supervision of works, to ensure that the work is executed as per the desired design/drawings.
- The Electrical Consultant shall be responsible to approve samples and mock-ups to ensure that they are as per the desired specifications and quality standards.

3.6 Access for Owner, Owner's Representative, Electrical Consultant and Project Manager to The Works:

The Owner, Owner's Representative, Project Manager, the Electrical Consultant, 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, Project Manager, Electrical Consultant, 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: The Contractor shall have the following responsibilities in carrying out the Work.

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

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

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

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

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.

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

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

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

The Contractor will be responsible for obtaining all necessary permits, approvals, certificates and the like including statutory approvals. Deposits on behalf of the Owner to be made shall be reimbursable on production of receipts. All other expenses shall be borne by the contractor.

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

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

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

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.

4.0 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 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 given 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 Project Manager under the provisions contained herein. The Work shall be free from all liens, charges, and claims of whatsoever nature from any party other than the Owner. The Owner shall have a lien over all work performed by the Architect, the Contractor, Sub-Contractor's 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 that 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. TYPE OF CONTRACT:

ITEM RATE Contract

The Contract shall be an item rate Contract. The Contractor shall be entitled to payment, in Indian Rupees, of no more than the Contract Price as stated in the Letter of Award, in consideration of the Work performed and completion of the Work. The Contractor understands and agrees that the amount payable is assessed on a measurable basis in accordance with the tendered rates. However, the Contract Price may be altered on account of a change order. 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, construction of civil works and all applicable taxes including the WCT, Service tax, duties, octroi, levies, royalties, fees, insurance premiums, contributions towards employees benefits including ESI and PF and funds, distribution of power and water and all services and activities constituting the Scope of Work defined in the General Conditions of Contract. The Contract Price shall also include the Contractor's establishment, infrastructure, overheads and all other charges, and shall generally be inclusive of every cost and expense required by the Contract to be borne by the Contractor and necessary for the proper execution and successful completion of the Work under the Contract, in conformity with the Contract Documents and the best engineering and construction practices and to the satisfaction of the Electrical Consultant, Project Manager, Owner's Representative and the Owner.

6. TAXES, DUTIES ETC.:

As part of the Contract Price, the Contractor shall, in connection with the Work, include sales tax, octroi, all applicable duties, works contract tax, Service tax, GST, TDS and any other taxes 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.

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

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

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 indemnified against all such demands as may arise on account of payment of royalties.

10. INSURANCE:

10.1 Insurance Policies:

An overall project insurance will be taken by the owner. The premiums are to be shared by each contractor on prorate depending on their contract sum. 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 client, against his liability for any material or physical damage, loss or injury which may occur to any property, including that of the Owner/Electrical Consultant, Sub-Contractors, Vendors or to any person including any employee of the Owner/Electrical Consultant, 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) under the following policies:

10.2 Contractor to take the following policies:

- i. Third party insurance to cover for any damages to third party. This shall be up to the end of the Defects Liability Period and shall include any damage to the properties and/or injury including death to the persons of the general public and any one else deemed to be third party.
- ii. Policy to cover Contractor's liability under Workmen's Compensation Act 1923, Minimum Wages Act 1948, Contract Labour (Regulation and Abolition) Act 1970 and other relevant Acts listed elsewhere. This shall be for the period up to Final Completion of the Work, including the Defects Liability Period.

The Contractor shall produce to the Project Manager all certificates of insurance. These certificates shall be fully executed and shall state that the policies cannot be cancelled until completion of the Contract.

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

The insurance shall cover all worker engaged by the contractor directly and through his sub – contractors, petty contractors etc.

10.3 Failure to insure:

If the Contractor fails to comply with the terms of this clause 10, the Owner may affect the insurance and deduct the expenses from any moneys that may be or become payable to the Contractor or may, at his option, refuse payment of any certificate to the Contractor until the Contractor complies with this condition.

10.4 No limit to 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 harmless and indemnifies him from every expense, liability or payment by reason of any injury (including death) to persons or damage to property suffered through any act or omission of the Contractor, his employees, agents, servants, workmen, suppliers or any of his Sub-Contractors, or any person directly or indirectly employed by any of them or from the conditions of the Site or any part of the Site which is in the control of the Contractor or 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 qualified, experienced and competent engineers, supervisors and adequate staff, to the satisfaction of the Owner's Representative and the Project Manager for the entire duration of the Work. The Contractor shall submit his proposed site organisation chart for the approval of the PM/Owner's Representative. 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 and the Project Manager. 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 or the Project Manger 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 or the Project Manager before undertaking any Work where the Project Manager's and/or Owner's Representative direction or instructions are required. Any such Work done in advance of such instructions will be liable to be removed at the Contractor's expense and will not be paid for unless specifically approved in writing by the Project Manager and/or Owner's Representative, as the case may be.

All key staff employed at the Site by the Contractor shall be considered essential to the performance of the Work and the Project Coordination Services, and all key staff shall be subject to the approval of the Owner's Representative. 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. The PM/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 Coordination 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 Pm/Owner's Representative's written consent as to the acceptability of replacements or additions to such personnel. The Contractor shall at all times be fully responsible for the acts, omissions, defaults and neglect of all of 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 cost provide and install all equipment, materials, Batching plant, cranes, hoists, ladders, and scaffolding, necessary for the execution of the Work in conformity with the Contract Documents and to the satisfaction of the Owner's Representative and Project Manager. 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 one weeks of the award of Contract submit a complete list of his manpower, batching plant and machinery for the approval of the Owner's Representative and Project Manager 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 whenever required or so directed by the Owner's Representative/Project Manager in order to conform to the approved construction programme for the achievement of milestones and Virtual Completion.

11.3 Contractor store, site offices and other facilities,

A mutually determined area near the Site will be allowed to the Contractor free of cost for storing his tools, plant, materials, Site office, cement godown, canteen etc. The Site offices shall be built of prefabricated metal containers and not from masonry. The Contractor at the Contractor's cost shall build Site offices and storage sheds water tank for the purpose of construction. 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 and separate offices for each of the Owner's Representative and Project Manager (500 sft). 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 shall be borne by the Contractor. **Construction of labour hutments will not be allowed inside on the Site.**

11.4 Owner's, Project Manager's Office & Facilities

The Contractor shall supply, erect and satisfactorily maintain in good repair until final completion of the Project, at no additional cost, the following facilities:

- Furnished Project office for Owner, Project Manager, Electrical Consultant as per the attached drawing (for an area of approx. 500 sft.).
- Sanitation facilities for the duration of the Project.
- Janitorial and Housekeeping of project office on daily basis.
- 3 nos. Air Conditioners & complete furniture, storages, marker boards etc. as required.

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

Such instruments which must be approved by the Electrical Consultant 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.

11.5 Testing Facilities At Site:

- 11.5.1 The Contractor shall provide facilities/equipment to test the quality of material being used.
- 11.5.2 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
 Balance
 Ovens
 Weighing Machine
- 11.5.3 The Contractor shall get other tests carried out at his own cost at approved laboratory as per the directions of the Project Manager.

11.6 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. 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 shall not be responsible for any loss due to theft, fire, accident or any other reasons, whatsoever.

11.7 Telephone:

Contractor to make arrangements at his cost to provide telephone connection for himself, owner and the Project Manager. The Owner / Project Manager shall pay the telephone bills directly.

11.8 Survey Equipment:

The Contractor will provide at his own cost for the sole use of the Project Manager survey equipment as required by the Project Manager.

11.9 Sanitary Convenience:

The Contractor shall at his expense provide and erect 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 and the Project Managers. 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 orderly condition and shall clean and deodorize the ground after their removal, and meet all statutory requirements.

11.10 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 Project Manager which approval 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.

11.11 Temporary Roads:

The Contractor shall at his cost construct and maintain temporary roads/access ways to suit Site requirements. Other Vendor working at the Site will also use such roads/access ways.

11.12 Safety Equipment:

The Contractor shall provide sufficient helmets, safety boots/shoes and protective clothing for use by their workmen's, Owners representative and the Project management team. 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.

11.13 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 in a proper safe and satisfactory manner.

11.14 Protection Of Environment:

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

11.15 First Aid Equipment:

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

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, 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 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 affected 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 obtain a valid licence under the Contract Labour (R & A) Act 1970 and the Contract labour (Regulation and Abolition) Central Rules 1971 and under any other applicable rules before the commencement of the Work and continue to have a valid licence until the completion of the 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 local labour regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act 1970 and the Contract Labour Regulation and Abolition of Central Rules 1971, wherever applicable. He shall also abide by the minimum wages and other regulations applicable to the labour engaged in the Work, as laid down by the concerned local authorities (Delhi State, District or other local Authorities).

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, Rules and Orders made there under and such other acts as applicable.

Precautions as stated in the safety clause are the minimum necessary and shall not preclude the Contractor taking additional safety precautions as may be warranted for the particular type of work or situations. Also mere observance of these precautions shall not absolve the Contractor of 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, Electrical Consultant, Owner's Representative's and Project Manager's representatives or any member of the public or resulting in the death of any of these.

Protective gear such as safety helmets, boots, belts etc. shall be provided by the Contractor at his own cost to all his man-power at the Site. The Contractor shall impose such requirements on all Sub-Contractors and Vendors also. It shall be the responsibility of the Contractor to ensure that such protective gear is worn at all times by all personnel working at the Site during the term of the Project. The Owner and Project Manager/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 shall be entitled to do so and recover the costs thereof from the Contractor. The decision of the Owner's Representative in this regard shall be final and binding on the Contractor.

12.5 Safety/Site Conditions

- 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 fulfil this obligation, the Contractor shall appoint a permanent safety officer for the Site.
- The Contractor shall institute and implement to the satisfaction of the Project Manager a construction safety programme, including:
 - 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, first aid provisions etc.
 - Weekly safety reviews and 'risk assessments' shall be carried out in conjunction with the Project Manager and the Owner in order to identify potential safety hazards and to mitigate against them.
 - The Contractor will be required to provide all personnel entering the Site a safety rules card and verbal explanation of the safety programme.
 - Requiring all Sub-Contractors and other workers under the responsibility of the Contractor (including the Vendor or later phases of the construction of the Project) to adhere to the written safety programme.

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

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

The Contractor shall ensure that all operations by the Contractor, 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 or of any other person.
- The Owner'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 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 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:

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

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

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

- The Contractor shall use only safe equipment in good condition. The Contractor shall not use or permit to be used the Owner's equipment and the Owner shall not use the Contractor's equipment without prior written permission of the other.
- When working in an occupied building or area, the Contractor must before commencement of work familiarise himself with the hazards of that area, such as the location of flammable substances and toxic fumes.

- Materials and equipment intended for installation in the Work as well as the Owner's equipment and materials already in place are to be protected at all times from debris, weather, or any damage. The Contractor shall take all steps necessary to ensure the preservation condition of such equipment.
- The Contractor's materials, tools, and equipment shall be stored only in areas approved by the Owner for this purpose.
- Site access and parking by the Contractor's personnel shall be at locations designated by the Owner. Only the Contractor's personnel necessary for the performance of the Work shall be permitted access to the Site. The Contractor and its employees and Sub-contractors shall adhere to all speed limits and traffic regulations at the Site.
- The Contractor and its employees and subcontractors shall strictly obey all "No Smoking" restrictions.
- The Contractor shall not operate or use or manipulate utilities at the Site without the Owner's prior written approval.
- No valves shall be turned off or on, or electrical disconnect switches operated except in an emergency. Any required utility "shut downs" will be scheduled and co-ordinated by the Owner's Representative.
- The Contractor shall make any requests for utility manipulation or "shut downs" in writing on least two (2) days' notice.

12.9 Safety with regard to site and housekeeping:

- The use of intoxicants or unlawful drugs at the Site, in any degree, shall be strictly prohibited. The Contractor shall rigorously enforce this regulation.
- When overhead work is in progress in or around an occupied area, signs to denote such work prominently displaying "Overhead work" shall be used or a barricade shall protect the area.
- Dusty work, such as concrete breaking or demolition, in or near occupied areas, shall proceed only after wetting down the area and taking steps necessary to prevent dust from penetrating occupied areas and creating a nuisance.
- Care shall be taken not to block any door, passageway, safety exit, fire fighting equipment, or safety equipment with materials or equipment.
- Materials must be piled, stacked, or stored in a neat and orderly manner. All stacking, whether inside or outside a building, shall be parallel to or at right angles to the building line or fence.

- When noisy operations of a prolonged nature are necessary in or near an occupied area, arrangements must be made with the Owner's Representative for scheduling to minimize any nuisance in the occupied area.

12.10 If the Project Manager or the Owner's Representative notifies the Contractor of non-compliance with the foregoing regulations, the Contractor shall immediately, if so directed, or in any event not more than eighteen (18) hours after receipt of such notice, make all reasonable efforts to correct such non-compliance. If the Contractor fails to do so, the Owner may suspend all or any part of the Work. When the Contractor has undertaken satisfactory corrective action, 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 under 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.

12.9 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 Project Manager. 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 Project Manager and the Owner whenever called for.

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 Project Manager. 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 Project Manager

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

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

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

15. **DRAWINGS, SPECIFICATIONS, INTERPRETATIONS ETC.:**

Within two (2) weeks after the issue of Letter of Intent, the Contractor shall be furnished by the Project Manager and/or Owner's Representative 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. Three copies of working drawings shall be provided to the Contractor as the Work progresses by the Electrical Consultant. The timing of the provision of drawings shall be mutually agreed between the Contractor and Owner's Representative/Project Manager/Electrical Consultant 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.

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:

Bill of Quantities

Drawings

Technical Specifications

Matters not contained in the specifications, as a whole 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 Electrical Consultant shall be final.

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

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

The Project Manager will issue all Drawings and their subsequent revisions via listing on transmittals 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. 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.

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

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

The contractor shall arrange for temporary water and electricity/power at his own cost. Approvals for Temporary water/Power connection will have to be handled by the contractor. The Contractor shall

make arrangements for extensions as required. All the expenses including installation, extension, consumption charges and maintenance shall be borne by the Contractor. The contractor shall make a provision of separate metering from which other agencies/owner shall be allowed to tap the water and electricity. Consumption charges towards any such water and electricity consumed by the other agency shall be reimbursed to the contractor at actual.

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 Project Manager and the Owner's Representative. 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 Electrical Consultant, Project Manager and the Owner's Representative in writing the names of the Sub-Contractors proposed for any part of the Work, for the approval of the Electrical Consultant, Project Manager and the Owner's Representative. The Contractor shall employ such Sub-Contractors only after he has received confirmation in writing of such approval from the Project Manager and the Owner's Representative. 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 Project Manager or the Owner's Representative object and/or does not approve. The Electrical Consultant may by written instruction inform the Contractor, waiving the need for the Architect to specifically approve the Sub-Contractors in addition to the approval of the Project Manager.

19. **SEPARATE CONTRACTS:**

The PM/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 shall coordinate communication among the Project Manager, the Owner's Representative, the Contractor, its Sub-Contractors and the Vendors and provide the facilities and oversee construction schedule, construction coordination and Site Safety for the Project as more particularly described in Section 3.6.1 hereof. If any part of the Contractor's Work depends for proper execution or results upon the work of any other contractor, the Contractor shall inspect and promptly report in writing to the Project Manager any defects in such work that render it unsuitable for such proper execution and results. The Contractor's failure to 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 and the Project Manager and with the Owner's Representative for the purpose of the co-ordination and execution of various phases of the Project. The Contractor shall determine and ascertain from the Vendors and persons engaged on separate contracts, in connection with the Project, the extent of all chasings, cutting and forming of all openings, holes, details of all inserts, sleeves, etc. that are required to accommodate the various services.

The Contractor shall determine and ascertain the routes of all services and positions of all floor and wall openings, outlets, traps, the details of all inserts, equipment and services and shall carry out the

construction and making good of all "builder's work" in accordance with and as shown, described and/or measured in the drawings, Specifications, and other Contract Documents. Also, the Contractor shall ensure that all required services, inserts, sleeves, embedments 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 Project Manager. No work shall be done over broken or patched work without first ascertaining that the broken surface is adequately prepared and reinforced to receive and hold further work, as determined by the Project Manager.

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

22. **OVERTIME WORK:**

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

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

23.1 **MATERIALS AND WORKMANSHIP:**

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

All materials and equipment to be incorporated in the Work shall be new. 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 Project Manager. This requirement shall be strictly enforced at all times and stages of the Work and no request for change whatsoever shall be entertained on the grounds of anything to the contrary being the prevailing practice. The Contractor shall immediately remove from the Work any materials, equipment and/or workmanship which, in the opinion of the Project Manager, are defective or unsuitable or not in conformity with the Contract Documents and best engineering and construction practices, and the Contractor shall replace such rejected materials, equipment and/or workmanship with proper, specified, and required and approved materials, equipment and/or workmanship, all at 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 Project Manager, immediately submit satisfactory evidence and necessary test results as to the kind and quality of the materials and equipment.

23.2 **Special makes or brands:**

Where special makes or brands are called for, they are mentioned as a standard. Others of equivalent quality may be used provided that Project Manager 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 Project Manager. Unless substitutions are approved by the Project Manager 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 because of the same.

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

23.3 Proper scheduling & delivery of materials and documentation of delivered 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. **Also, the contractor shall be responsible for maintaining a material inward register and ensure that all materials brought to the site are recorded properly in the register. The contractor shall get it verified by the client's representative time to time.**

23.4 List of Materials:

Within fifteen days of the signing of the Contract, the Contractor shall submit for the approval of the Project Manager 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 items not specifically mentioned in the Contract Documents but which are reasonably inferred and are necessary for the proper execution and successful completion of the Work.

23.5 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 Project Manager, for all materials and equipment that are to be incorporated in the Work. This shall be for all the materials and equipment, supplied by the Contractor or any Sub-Contractor. In addition to being water-tight and weather-proof, the storage facilities shall be of such a manner that all the materials and equipment are adequately protected in every way from any deterioration or contamination or damage whatsoever, and to the complete satisfaction of the Project Manager. The method of storing of all the materials and equipment shall be in conformity with the Specifications and/or to the directions and instructions of the Project Manager. At no time shall any material or equipment be stored in 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 Manager, any material or equipment is kept on any portion of the structure, this shall be done in such a manner as to prevent any overloading whatsoever of the structure, to the complete satisfaction of the Project Manager. 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 adequate 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 Project Manager. Similarly, structural steel sections shall also be stored in the yard in a proper orderly manner.

23.6 Right Type of Workmen, Plant and Machinery, Jigs, Tools, Etc.:

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

23.7 Inspection:

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

Rejected workmanship shall be immediately corrected and rectified and rejected materials and equipment shall be removed and replaced with proper, specified and required materials and equipment, by the Contractor to the approval and satisfaction of the Project Manager. The cost of all such correction and rectification and such removal and replacement shall be to the account of the Contractor and shall be borne by him, and also, the Contractor shall be responsible for all delays in this regard. The Contractor shall promptly segregate and remove the rejected materials and equipment from the Site and shall not reuse them in the Work. If the Contractor fails to proceed at once with the correction and rectification of rejected workmanship and/or the removal and replacement of rejected materials and equipment, the 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 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 Project Manager, to carry out inspections and tests in a safe and convenient manner. The Contractor shall ascertain and ensure that the facilities and access provided for the carrying out of all inspections are completely safe in every respect and the Contractor shall be fully responsible and liable for all matters in connection with such safety.

23.8 Testing:

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

23.9 Certificates:

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

24. Samples, Shop Drawings:

After the award of the Contract, the Contractor shall furnish for the approval of the Project Manager, all samples of materials and shop drawings called for in Contract Documents or required by the Project Manager. The samples and shop drawings shall be delivered as directed by the Project Manager. No extra payment shall be due to the Contractor for submission of material sample and preparation of shop drawings. A schedule giving dates of the submission of samples and shop drawings shall be included in the time schedule. Samples / materials approved by the Project Manager, shall be kept at Site under safe custody of Contractor and on completion of the Work handed over to the Owner.

25. Construction Programme, Schedules and Progress Reports:

25.1 Construction Programme:

- 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 Virtual Completion. Work associated with each of the packages, i.e., civil, water reticulation and sanitation, HVAC and electrical works shall be clearly identifiable.
- The construction programme shall be based on the required milestones as per the enclosed bar chart.
- The Tenderers proposed Construction programmes and Payment Milestones shall elaborate in detail on relevant Milestones and comment on Construction Programme enclosed.
- Every week, or sooner if required by the Project Manager, the approved programme charts shall be reviewed in relation to the actual progress of the Work, and shall be updated as necessary. If at any time it appears to the Project Manager that the actual progress of the Work does not conform to the approved programme, the Contractor shall produce, at its expense and without reimbursement therefore, a revised programme

showing the modifications to the approved programme and the additional input of resources by the Contractor necessary to ensure completion of the Work within the time stipulated for completion.

- The submission to and approval by the Project Manager of such programmes or the furnishing of such particulars shall not relieve the Contractor of any of 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:

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

25.3 Daily site reports:

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

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

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

25.5 Site Register:

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

25.6 Progress Reports:

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

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 Indian Standard Specifications applicable to the Work at the Site, as listed in the Specifications.

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

27. **TOLERANCES:**

The Contractor shall exercise every care to ensure that all structural members are plumb and true to line, level and dimensions called for on the Drawings, for the purposes of structural requirements as well as in order to receive finishes, equipment and similar items. The details of the finishing items are based upon allowing tolerances as per the most stringent requirements laid down in the Contract Documents/Indian Standard Specifications/Best Trade practices and the limits of tolerances shall be in strict conformity with such Documents and Standards. Any variations beyond such limits shall require, in accordance with the directions and to the approval of the Project Manager, 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 from any money that may be payable or that may become payable to the Contractor.

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 Project Manager, for the proper installation of the finishing elements and/or equipment, and/or for structural purposes. The Project Manager'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 from any money that may be payable or that may become payable under the Contract to such pertinent Contractors and Sub-Contractors for an on behalf of the Contractor

28. **PROTECTION AND CLEANING OF WORKS AND CLEARING OF SITE:**

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 Project Manager. 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 Project Manager. This protection shall be provided for all property on the Site as well as adjacent to the Site. The Contractor shall adequately protect, to the satisfaction of the Project Manager, all the items of finishing work to prevent any chipping, cracking, breaking of edges or any damage of any kind whatsoever and to prevent such work from getting marked or stained or dirty. Should the Contractor fail to protect the Work or any part thereof and should any damage be caused to the same, the Contractor shall be responsible for all replacement and rectification, as directed by the Project Manager, and all costs and expenses in connection with such replacement and rectification shall be to the account of the Contractor and shall be borne by 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 Project Manager.

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 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 and all Work thereon in neat, clean and tidy-conditions at all times. The Contractor shall remove all rubbish and debris from the Site on daily basis and as directed by the Project Manager. Suitable steel skips shall be provided at strategic locations around the Site to receive waste and packaging materials.

29.2 Just prior to the Virtual Completion of the Work, or whenever so directed by the Project Manager, the Contractor shall carry out all the work necessary to ensure that the Site is clear and the Work are clean in every respect, the surplus materials, debris, sheds and all other temporary structures are removed from the Site, all plant and machinery of the Contractor are removed from site, the areas under floors are cleared of rubbish, the gutters and drains are cleared, the doors and sashes are eased, the locks and fastenings are oiled, all electrical, plumbing and other services are tested and commissioned, the keys are clearly labelled and handed to the Project Manager, so that at the time of Virtual Completion the whole Site and the Work are left fit for immediate occupation and use, to the approval and satisfaction of the Project Manager and the Owner's Representative.

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

30 METHOD OF MEASUREMENT:

- a. To evaluate any additional work instructed under change orders by the Project Manager or the Owner's Representative, 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 Project Manager shall be final and binding and no extra claims shall be entertained or allowed at any stage in this regard.
- b. Bar bending schedule – Shall be prepared in Triplicate and submitted for vetting by PMC / Structural Consultant.

31 COVERING UP:

The Contractor shall give at least 24 hours clear notice in writing to the Project Manager before covering up any of the Work in foundations or any other such areas in order that inspection of the Work may be carried out for maintaining proper quality control. In the event of the Contractor failing to provide such notice he shall, at 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 Project Manager.

32 **PAYMENTS:**

Payments for executed work:

32.1 **Billing:**

The Contractor shall prepare measured bills as directed by the Project Manager (detailed measurement, abstract sheet, purchase bills, and other supporting documents) once per month and submit the same to the Project Manager in quadruplicate for checking and issue of interim certificate. Bills are to be submitted on 1st week of every month.

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 Project Manger.

32.3 **Certification**

Payment toward the running invoice shall be released within 14 days from the date of certification of invoice by the Project Manager.

32.4 **Final Bill**

Deduction towards Retention Money shall be made at 5% of the value of Work as certified by the Project Manager during each running bill. 50% Retention money will be released after issue of final completion certificate and on submission of bank guarantee of the same amount.

The rest shall be returned after 12 months of handing over of the buildings provided that the building is then free of defects and the Contractor has rectified all defects identified by the Project Managers, Architects and Owner. The Retention Money shall not carry interest.

The final bill shall be submitted by the Contractor within one month of the date fixed for Virtual Completion of the Work or of the date of the Virtual Completion Certificate whichever is later, issued by the Project Manager. The final bill will be certified by the Project Managers within 30 working days from the date of the bill submitted. The Contractor shall be paid by the Owner within 30 working days of receipt of the Project Manager’s Certificate. The Contractor shall submit a list of the disputed items within thirty days from the disallowance thereof and if he fails to do this, his claim shall be deemed to have been fully waived and absolutely extinguished. No further claim shall be made by the Contractor after submission of the final bill and these shall be deemed to have been waived and extinguished.

32.5 **Certificate for payment format**

Value of Work done for Interim Certificate	‘A’
Total A	

32.6 **Deductions:**

Retention 5% on ‘A’	‘B’
.....	‘C’
Mobilization advance recovery @	
Bill	‘D’
Previous Payments made	‘E’
Any other Deductions including WCT	‘F’

**Total Deductions:
Net Bill Value**

**'G'
A- G**

32.7 Withholding of payments

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

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

33. RECTIFICATION OF IMPROPER WORK NOTICED:

If it shall appear to the Project Manager or 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 Project Manager 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 Project Manager in his demand aforesaid, the Project Manager may rectify or remove and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expense in all respects of the Contractor, and deduct the expenses from the Retention Money or any sums that may be due at any time thereafter may become due to the Contractor or from his performance bond.

34. EXTRA ITEM / CHANGE ORDERS:

34.1 The Owner reserves the right to alter the Scope of Work (See Cl.2.6) and consequently the Contract Price shall be suitably adjusted for such changes by reference to the rates in the Schedule of Rates. The Project Manager shall issue all change orders only after obtaining the prior written consent of the Owner's Representative. The onus shall be on the Contractor to obtain such prior written consent of the Owner's Representative.

34.2 If the rates for the additional, altered or substituted work are not specifically provided in the Schedule of Rates then such rates shall be derived from the rates that are specified for a similar class of work in the Contract. The Project Manager's interpretation as to what is a similar class of work and 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 additional, altered or substituted work cannot be determined in the manner specified above, then the rates for such work shall be determined on the basis of actual consumption of materials, and actual use of labour and plant and machinery, as detailed below:
- a. Cost of materials supplied by the Contractor, at no more than prevailing market rates, actually incorporated in the Work.
 - b. Cost of labour actually used at the Site on the Work at prevailing rates of labour.
 - c. [15%] of the actual costs in respect of (a), (b), and (c) above i.e. cost of material and labour + 15% towards Contractor's establishment, water & power charges and all other costs, overhead and profit plus WCT & S.T. as applicable in Delhi shall be reimbursed. No profit shall be allowed on Owner Supplied Materials for which a handling charges of 2% shall be allowed on the cost of material.
- 34.4 The Contractor shall provide a schedule of plant rates. If the Contractor and the Project Manager cannot agree on a rate as determined in accordance with this sub-clause, then the Project Manager may determine a reasonable rate which shall be final and binding on the Contractor or, at the Owner'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 the Contractor undertakes any extra work, he shall ensure that he has received a specific Change Order, signed by the Owner, from the Project Manager. No additional payments shall be made to the Contractor without prior agreement and receipt of the necessary signed Change Order. Each Change Order shall clearly state the value of the additional work agreed to and signed for by the Owner.

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

35. DEDUCTIONS FOR UNCORRECTED WORK:

- 35.1 If the Project Manager deems it inexpedient to get corrected or rectified any work of the Contractor which is defective or damaged or of substandard quality or is generally not in accordance with the Contract Documents, then an equitable and appropriate deduction shall be made thereof from the Contract Price, and the Electrical Consultant Representative 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 Project Manager, be urgently necessary for the safety of the Work, or any part thereof, and the Contractor is unable or unwilling to immediately and at once do such work or repair, the Owner may employ and pay other persons or agencies to carry out such work or repair as the Project Manager may consider necessary. If the work or repair so done by other persons or agencies is work which, in the opinion of the Project Manager, the Contractor was liable to do at his own expense under the Contract, then all expenses incurred by the Owner in connection with such work or repair shall be recovered from the Contractor and shall be

deducted by the Owner from any money that may be payable or that may become payable to the Contractor or from the Contractor's performance bond.

36. TIME FOR COMPLETION:

36.1 Time-essence of contract:

The time allowed for carrying out the Work as entered in the tender shall be strictly observed by the Contractor and shall be deemed to be of the essence of the Contract and shall be reckoned from the date of award of the Contract. The Work shall proceed with due diligence until Final Completion. The Contractor shall prepare a Construction 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 same for the approval of the Project Manager and the Owner's Representative. The Contractor shall comply with the time schedule as approved by the Project Manager and 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 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:

- a) Force Majeure;
- b) Delay in the receipt of 'construction status' drawings from the Electrical Consultant provided that, in the opinion of the Project Manager, the Contractor has made every effort and endeavour to minimize the effect of such delays.
- c) Any change orders directed by the Project Manager, which in the opinion of the Project Manager entail the requirement of additional time for completion of the Work.

36.3 In respect of items (a), (b) and (c) above, the Contractor shall submit in writing to the Project Manager 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. The Contractor shall notify any claim of extension of time in respect of item (c) 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.

36.4 The Project Manager 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's Representative and the time for completion of the Work so extended shall for all purposes of the Contract be deemed the time specified for completion of the Work. The decision of the Project Manager in this regard shall be final and binding on the Contractor. No extension of time shall be granted separately for any concurrent or parallel activities, and only a delay, caused by any of the above-mentioned reasons or events, in a critical activity which has a direct effect on the overall completion of the Work, shall form a basis for granting extension of time.

36.5 Should any deletions or changes in the scope of the Work reduce the time required to complete the Work under the Contract, then the time savings accruing from such deletions may be considered by the Project Manager in off-setting 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 PROPRIETY OF EXECUTED WORK:

All executed work, whether in part or in whole shall be the exclusive property of the Owner. The Project Manager, the Owner, 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 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.

39. INDEMNITY:

39.1 The Contractor shall indemnify, defend and hold and keep indemnified, the Owner from and against all actions, suits, claims costs, liabilities and demands brought or made against the Owner in respect of 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 the Contractor's or Sub-Contractor's performance under this Contract and against any loss or damage to the Owner 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 meeting the Project milestones, non-compliance with the applicable laws and regulations of the government and local authorities, not obtaining the relevant licences and permits, infringing any patents rights and specifically regarding use, storage and disposal of hazardous materials. The obligations of the Contractor under this clause shall survive the termination of this Contract.

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

40. CORRECTION OF WORK BEFORE VIRTUAL COMPLETION OF WORKS:

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

41. VIRTUAL COMPLETION OF WORKS:

- 41.1 The Works shall be considered as Virtually Complete only upon fulfilment of the procedure laid down in clause 40 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 29 and when the Project Manager has certified in writing that the Work is Virtually Complete. The Defects Liability Period shall commence from the date of such Certificate of Virtual Completion.
- 41.2 Should, before Virtual Completion, the Owner 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 Project Manager.
- 41.3 Prior to the issue of the Virtual Completion Certificate, the Contractor shall submit and hand-over to the Owner's Representative the keys to all locks, all operation and maintenance manuals for systems and services, any spares called for in the Contract, and every thing else necessary for the proper use and maintenance of the Work complete with all systems and services.

42. LIQUIDATED DAMAGES / BONUS/ PROGRAMME CHART / MILESTONES:

The Contractor should study the enclosed milestones prepared by the Project Manager/Electrical Consultant and adhere to the milestones. If the milestones are not achieved by the Contractor the Contractor shall pay the Owner **One Percent (01%)** of the Contract Price per week of delay, limited to **three percent (3%)** of the Contract Price (inclusive of amounts, increases or decreases, in respect of change orders), by way of liquidated damages for each week that the milestones work is incomplete in any way whatsoever after the date assigned for completion of the milestone work. Extension if allowed has to be obtained in writing from the Project Manager/Owner's Representative well in advance of completion dates.

The Contractor will make a work schedule bar chart with the Project Manager & the Electrical Consultant. In case the contractor lags behind on any of the tasks and is unable to maintain the time schedule, the owner would have the right to take that task out of the scope of the contractor award to any other agency.

43. PENALTY / FINE:

- 43.1 If the Project Manager notifies the Contractor of non-compliance with safety codes as in clause no. 12.4 and 12.5.3 the 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.
- 43.2 If the Contractor fails to do so, the Project Manager shall levy fine of **Rs. 200** per head per day for not wearing personal safety equipment.

44. GUARANTEES:

- 44.1 The Contractor understands and agrees that the Owner is expressly relying and will continue to rely on the skill and judgement of the Contractor in executing the Work and remedying any defects in the Work. The Contract represents and warrants that (i) it 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, and (ii) it is and will be responsible to the Owner 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.
- 44.2 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 a period of 18 months from the date of issue of the Virtual 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.
- 44.3 The Contractor represents, warrants and guarantees to the Owner, inter alia that:
- 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.
 - The Work shall comply with the Specifications, Drawings, and other Contract Documents.
 - The Work shall, for a period of 12 months from the date of issue of the Virtual Completion Certificate, be free from all defects and the Project shall be of structural soundness, durability, ease of maintenance, weather tightness etc.
 - The materials, workmanship, fabrication and construction shall be of the specified and agreed quality and all materials shall be new.
 - The Work performed for the Owner shall be free from all liens, charges, claims of whatsoever nature from any party other than the Owner.

- 44.4 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.
- 44.5 All guarantees required under the Contract shall be in the format approved by the Owner and submitted to the Electrical Consultant Representative and the Owner by the Contractor when requesting certification of the final bill.

45. DEFECTS LIABILITY:

- 45.1 **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 Project Manager and the Owner's Representative.
- 45.2 **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 Project Manager and the Owner's Representative, all defective items of work and defects arising, in the opinion of the Project Manager, from materials, equipment, and/or workmanship not performing or being in accordance with the Drawings or Specifications or the instructions of the Project Manager or other Contract Documents or the best engineering and construction practices, and which may appear or come to notice within 12 months after Virtual Completion of the Work, that is within the Defects Liability Period of 12 months from the date of issue of the Virtual Completion Certificate. 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 Project Manager from the Contractor and shall be recovered from the Retention Money held and/or from the Contractor's final bill (if the final bill has not been certified and paid for at the time).

Such defective items of work and defects as mentioned above shall, upon instruction and direction in writing of the Project Manager and within such time as shall be specified therein, be replaced and/or rectified and made good by the Contractor at 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 may employ and pay other persons or agencies to replace and/or rectify and make good such defective items of work and defects, and all costs, damages, losses and expenses therefore, consequent thereon and incidental thereto shall be to the account of the Contractor and such costs, damages, losses, and expenses shall be recouped by the Owner from the Contractor and shall be recovered from the Retention Money held and/or from the Contractor's final bill (if the final bill has not been certified and paid for at the time). Should the Retention Money held (and the amount in respect of the final bill if it has not been certified and paid for at the time) be insufficient to meet such costs, damages, losses and expenses, as determined by the Project Manager, then the Contractor shall be legally bound to pay the balance amount due under the claim to the Owner within one month of receiving notification to that effect from the Project Manager. In the event of failure on the part of the Contractor to pay the balance amount due within one month as stated above, the Owner 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.

46. FINAL COMPLETION OF THE WORK:

The Work shall be considered as finally complete at the end of the Defects Liability Period subject to the Contractor having replaced and/or rectified and made good all the defective items of work and defects in accordance with clause above, to the satisfaction of the Project Manager, and provided that the Contractor has performed all his obligations and fulfilled all his liabilities under the Contract, and when the Project Manager 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.

47. FORCE MAJEURE:

- a) 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, 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.
- b) 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 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. 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 for 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.

48. TERMINATION OR SUSPENSION OF THE CONTRACT BY THE OWNER:

- 48.1 If the Contractor shall be adjudged bankrupt or if he should make a general assignment for the benefit of his creditors, or if a receiver shall be appointed on account of his insolvency /bankruptcy, or if he should persistently or repeatedly refuse to carry out the Works diligently, or if he should fail to provide enough properly skilled workmen or proper materials or equipment or plant and machinery or tools or anything else necessary for the progress of the Work in accordance with the approved Construction Programme, or if he should fail to make prompt payments to Sub-Contractors or to suppliers for materials or equipment or to his workers, or if he should persistently disregard laws or ordinances or instructions of the Project Manager or the Owner's Representative, or if he should be guilty of a violation or breach of any provision of the Contract, or if he has abandoned the Contract, or if he has failed to commence the Work within the time specified or if he has suspended the Work, then the Owner on the basis that sufficient cause exists to justify such action, may without prejudice to any other right or remedy, and after giving the Contractor seven days notice in writing, terminate the employment of the Contractor and take charge of all materials, equipment, tools, and plant and machinery thereon and use these as the Owner's property for the completion of the Project. In such case 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, including for additional management and administrative services, for completing the Project and in respect of the damages and/or losses suffered by the Owner 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 within one month of receiving the notification to that effect from the Project Manager or the Owner's Representative. The expenses incurred by the Owner for completing the Work and in respect of the damages and/or losses suffered by him due to the Contractor's default, shall be certified by the Project Manager and his decision on this matter shall be final and binding on the Contractor.

- 48.2 The Owner may terminate the Work for convenience at any time for reasons other than for cause, without prejudice to any claims that the Owner may have against the Contractor, by giving the Contractor at least seven days' prior written notice thereof. In such event, the Owner shall pay the Contractor such portions of the Work as are due and properly invoiced under the provisions for final payment in Section 30 for Work performed prior to termination. In no event, shall the total payments made to the Contractor receive the Contract Price, and, prior to full payment, the Contractor shall comply with the requirements for the release of claims and other documentation as appropriate and is provided for under the provisions for final payment in Section 30. The Owner's sole liability to the Contractor for termination pursuant to this Section 45.2 shall be determined in accordance with this Section 45.2, and the Contractor shall not be entitled to any further payments, including without limitation, loss of anticipated profits.
- 48.3 The Project Manager or the Owner's Representative may suspend at any time and for any reason any part of or the whole of the Work by giving at least 24-hours' written notice thereof to the Contractor, specifying the part of the Work to be suspended and the effective date of such suspension. The Contractor shall cease work on said part of the Work on the effective date of such suspension but shall continue to perform any unsuspended part of the Work. During a suspension, the Contractor shall only be reimbursed for the cost of the Work related to (a) the Contractor's employees whose work has been approved by the Project Manager, and (b) such other items authorized by the Owner pursuant to a Change Order. The Owner may, at any time, authorize resumption of the suspended part of the Work by notifying the Contractor of the part of the Work to be resumed and the effective date of suspension withdrawal. The Contractor should properly resume the Work after receipt of such notice. The Owner's sole liability to the Contractor for suspension shall be determined in accordance with this Section 45.3 and any approved Change Order, and the Owner shall not be liable for any other damages, including without limitation, loss of anticipated profits.

49. INTELLECTUAL PROPERTY RIGHTS:

- 49.1 It is hereby acknowledged and agreed that the Owner 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 Electrical Consultant, 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. 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 are included in all its contracts with Sub-Contractors.

- 49.2 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 upon termination/expiry of this Contract.
- 49.3 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 the Electrical Consultant 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. 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.
- 49.4 The Contractor shall not, without the Owner's prior consent:
- 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;
 - write for publication, or cause, information or comment or pictures about the Project;
 - supply to any third person such as actual and prospective clients, contractors, publishers, other interested parties and the like, the designs and any articles or information relating to the Project; and
 - give interviews to the press including television, radio print and the like regarding the Project or the Contractor's involvement in the Work.
- 49.5 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.
- 49.6 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 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.
- 50. GOVERNING LAW:**
The governing law of the Contract shall be Indian law.
- 51. STANDARDS OF CONDUCT:**
- 52.1 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. The Owner will in no event reimburse the Contractor for any costs incurred for purposes inconsistent with such policies.
- 52.2 Compliance with Laws, Rules and Regulations:

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

- It shall, and the Work to be provided hereunder shall, comply with all applicable Local, National, and Central Laws, rules and regulations, including but not limited to those governing building constructions, environmental, safety of persons and property, ESI, workmen compensation, PF and applicable industrial/labour laws, and land development laws, rules and regulations.
- No services provided hereunder will be produced using forced, indentured or convict labour or using the labour of persons in violation of the minimum working age law in the country where the Work are rendered;
- It shall comply with all laws regarding improper or illegal payments, gifts or gratuities; and Contractor agrees not to pay, promise to pay or authorize the payment of any money or anything of value, directly or indirectly, to any person or entity for the purpose of illegally or improperly inducing a decision or obtaining or retaining business or any advantage in connection with this Contract;
- It has not paid or provided and shall not pay, any gratuity for the benefit of any agent, representative or employee of the Owner other than in accordance with the Owner's applicable policies; and
- It has not, and shall not, engage in any sharing or exchange of prices, costs or other competitive information or take any other collusive conduct with any third party supplier or bidder in connection with the preparation or submission of any bid or proposal to the Owner or the negotiation of this Contract.
- It will also comply with all rules and regulations of the Owner 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, Contractor shall request and monitor that any Contractor, subcontractors, vendors and each of their employees observe such.

52. 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 in support of an application payment are true, correct, complete and accurate in all respects. Upon request of the Owner, the Contractor agrees to cooperate fully with the Owner in the conduct of a joint audit of the billings by the Contractor for the Work.

SCHEDULE OF FISCAL ASPECTS

APPENDIX - TERMS AND WORKS CONTRACT CONDITIONS

The Contractor	:	
The Works	:	Civil & Electrical, other related works in accordance with approved drawings, specifications and terms and conditions of this Works Contract
Type Of Contract	:	Firm Price re-measurement contract (Item rates)
Commencement Date	:	Within 20 days of LOI.
Completion Date	:	
CONTRACT PERIOD (Including Mobilisation, Monsoon Periods, Sundays & Public Holidays)	:	3 Months.
Earnest Money		Rs. 50,000 /- in the form of Demand Draft / Bank Guarantee
Mobilisation Advance		NIL
Material Advance		60% of the value of material brought to the site for the purpose of the construction as per contract.
BG against Security Deposit	:	50% amount of retention to be release against Bank Guarantee of equivalent amount on issuance of virtual completion certificate.
Performance Bond	:	2% (Two) of the awarded cost.
Tax Deduction at Source		As per applicable
Submission of Bills	:	By 25 th of each month.
Payment of Interim Bills	:	Within 14 days from date of certification by the PM.
Retention on Interim Bills	:	5% (five) of Gross Value certified after DLP
Release of Retention Money	:	After rectification of all defects or upon the expiry of the Defects Liability Period (DLP), whichever is later
Payment of Final Bill	:	Within 30 working days from certification.
Defects Liability Period	:	365 days from the date of issuance of virtual completion certificate
Liquidated and Ascertained Damages	:	1% (One Percent) of Contract Sum per week or part thereof for every week the work remains uncompleted, subject to a maximum of 5% (Five Percent) of the Contract Sum. 9 (Note :- If there is delay in work then extension approved by Head master Lawrence School sanawar for appropriate reason)

Escalation	:	No escalation shall be payable
Secured Advance	:	NIL

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 Drawings duly signed by the Electrical cont are diagrammatic but shall be followed as closely as actual construction permits. Any deviations made shall be in conformity with the direction of the Project Manager and with the prior approval of the Project Manager.
- II. Structural drawings shall take precedence over architectural 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 Project Manager discrepancies if any, the Project Manager'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 licences of Class “A” govt electrical Cont HPSEBL shall carry out the work in HPSEBL. (List of completed work in HPSEBL Attached)

4. The Firm having at least five years expenence works in hilly Areas repectively

5. INSPECTION AND TESTING OF MATERIALS:

The Contractor shall, if so required, produce manufacturers' test certificates for any particular batch of materials supplied to 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 Project Manager.

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

- a. Theodolites
- b. Automatic levels
- c. Steel tapes

- d. Weighing machines
- e. Spirit levels, plumb bobs
- f. Micro meters
- g. Thermometers
- h. Hydraulic testing machines
- i. Smoke test machines
- j. Complete concrete testing lab equipment
- k. Moisture meters
- l. Complete sets of sieves

All such equipment shall be calibrated for accuracy at a Testing Facility approved by the Project Manager.

6. REFERENCE DRAWINGS:

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

7. SHOP DRAWINGS:

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

- a. Construction and installation details for shuttering and formworks
 - b. Structural Steelwork, especially joint details
 - c. Metal Sheet Roofing: Laps, Ridges, Gutters, etc.
 - d. Metal Sheet Cladding and structural glazing details.
 - e. For specific areas requiring detailing as called for by the Project Manager/ Electrical Cont.
 - f. Manufacturer's and/or Contractor's fabrication drawings for equipment supplied by Contractor.
- A. All the shop drawings shall be prepared on computer through AutoCAD System. Within 7 days after the issue of award of the contract and initial set of working drawings, the contractor shall furnish, for the approval of the Electrical Consultant /Consultant, four sets of detailed shop drawings of all equipment and materials as required by the Electrical Consultant / Project Manager.

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 Technical Specification.

- B. Shop drawings shall be submitted for approval sufficiently in advance of planned delivery and installation of any materials to allow Electrical Consultant /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.
- C. Manufacturers drawings, catalogues, pamphlets and other documents submitted for approval shall be in four sets. Each item in each set shall be properly labelled, 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.

- D. Samples of all finishing materials like granite, tiles, paints, etc other than materials so specified shall be submitted to the Project Manager prior to procurement. These will be submitted in triplicate for approval and retention by Project Manager and Architect and shall be kept in their site office for reference and verification till the completion of the Project.
- E. 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.
- F. 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 Project Manager/ Electrical Consultant well in advance and no delays resulting from such re-design shall not be admissible. He shall also submit all related information as may be required for such redesign to the Electrical Consultant / Project Manager.
- G. 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 Construction Manager, 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 owners.
- H. 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 site representative shall make recommendation to Owner for acceptance of anticipated variation in contract amounts and also advise Owner to initiate action for procurement of spare parts and tools at the completion of project.

The Contractor shall submit two (2) copies of Catalogues, Manufacturer's drawings, equipment characteristics data, performance charts etc., as required by Project Manager.

8. COMPLETION DRAWINGS:

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 Electrical Consultant to the Project Manager. The details to be shown in these drawings shall be as called for by the Project Manager. 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.

9. TESTING OF INSTALLATIONS:

All water retaining structures and the basement rafts shall be tested as specified for the waterproof qualities, in the presence of the Project Manager. The Contractor shall also perform all such tests as may be necessary and required by the Project Manager 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, materials etc., required for the performance of the tests.

10. 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. Any claims in this regard shall be inadmissible.

12. SITE INSTRUCTION FILE:

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

13. TIME FOR COMPLETION OF WORK:

The date of commencement of the Work shall be the date of issue of letter of intent and completion will be **12 months overall**. Contractor to submit the milestones dates in his schedule to be submitted along with tender.

14. PROFESSIONAL INTEGRITY AND TEAM SPIRIT:

It is the intent of the Owner and the Project Manager 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 fulfil this objective.

15. 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.

16. CONTRACT DRAWINGS:

Drawings forming part of the Contract are attached.

Further supplementary Drawings furnished by the Project Manager from time to time shall also be deemed to form part of the Contract.

17. ENTRY TO THE SITE:

The Project Manager, 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. The Project Manager shall return passes at any time on demand.

18. 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.

19. PERFORMANCE BOND:

The Contractor shall furnish a performance bond in the form of a bank guarantee from a scheduled bank approved by the Owner, for the value of **1 (One) %** of the total awarded cost within Ten (10) days of date of award of Work. The encashable and irrevocable Bank Guarantee shall be in the approved format and valid till 90 days after issue of virtual completion by the Project Manager.

20. 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, chiselling, etc. shall not be permitted. No structural member shall be cut or chased without the written permission of the Project Manager. 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 Architect/Project Manager. The costs for procurement and using such equipment is deemed to be included in the Contract and no extra costs will be paid.

21. 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.

22. OWNER'S, PROJECT MANAGER'S OFFICES & FACILITIES

The Contractor shall supply, erect and satisfactorily maintain in good repair until final completion of the Project, a well-lighted temporary site office for the owner, Project Manager, Electrical Consultant and a common conference room with the following facilities at his own cost:

- a) Sanitation facilities for the duration of the Project.
- b) Office and conference room furniture, display shelves and marker boards.

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

Such instruments which must be approved by the PM, shall include but not limited to the following:

- One theodolite & tripod capable of reading to 20 seconds
- 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. REPORTS BY CONTRACTOR:

- 21.1 The Contractor shall file daily category-wise labour return. The report shall indicate scheduled requirement against actual strength.
- 21.2 The Contractor shall prepare daily, weekly and monthly progress and subsequent weekly & monthly schedule with two sets of progress photographs.

These reports shall be submitted to Project Manager and Owner's Representative and shall be reviewed in weekly co-ordination meeting.
- 21.3 The Contractor shall submit monthly report along with monthly bills.
- 21.4 Further progress charts and the Contractor as directed by the Electrical Cont/Project Manager shall prepare schedules.
- 21.4.1. The Contractor shall submit a safety procedure manual or Company policy on safety. Complying with the EHS Plan and outlining its implementation by the Contractor and including
 - a) Quality Assurance and Control System
 - b) Realistic construction programme/schedule.

24. CONCRETING EQUIPMENT'S / READY MIXED CONCRETE:

The Contractor shall install the following plant and equipment at site

- A. Automatic batching plant with pump of output 30 CMT (minimum) of concrete per hour (If relevant item of BOQ is operated.) or supply the concrete from approved batching plant.
- B. Transit and other mixers
- C. Vibrators

25. SITE BARRICADING:

The Contractor shall at his own cost provide and maintain around site temporary barricading with bellies / bamboos or other suitable material approved by the PM and 24 gauge corrugated galvanised iron painted sheets up to 2mtr height until the completion of the Project.

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

For all the above-mentioned items, a **written variation/ change order signed by the Owner's Representative and Project Manager has to be immediately obtained before procurement and execution. No payments will be entertained without the written variation order signed by**

Owner/ Project Manager. The onus shall be on the Contractor to obtain such prior written variation order from the Owner's Representative and the Project Manager.

27. CLOSING OF ALL OPENINGS:

If the aluminium works are not completed and openings not sealed per the agreed milestones, the Contractor should immediately close all the openings with plywood and ensure that there is no water and debris ingress during the curing and external/internal p operations. The costs for procurement and installation will have to be borne by the Contractor at no extra cost and completed well in advance of the entry date of other contractors.

28. ASSOCIATED CIVIL WORKS

All Electrical & 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.

29. PERFORMANCE GUARANTEE

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 of 10 (TEN) years for which 10% of work price shall be kept in the form of a Bank Guarantee. The guarantees shall be submitted to the Owner along with the as-built documentation at the end of the project.

30. POWER REQUIREMENT

The contractor shall submit with their tender, their requirement of power at each of their equipment.

31. OTHER DOCUMENTS TO BE SUBMITTED:

The contractor shall submit with the tender the following documents:

1. Detailed schedule giving the material procurement and delivery times and dates for excavation, slab casting and cladding dates divided area wise. The project must be created on MS Project and all activities must be linked.
2. Detailed organisation chart for the project giving details of all staff to be deployed including names and bio-data of managerial and engineering staff.
3. Quality Plan for the project along with:
 - a. List of relevant IS codes
 - b. List of testing equipment to be maintained at site.
 - c. List of mandatory tests
 - d. Role, Responsibility, Authority matrix for quality implementation
4. List of plant, machinery and shuttering to be deployed for this site.
5. List of subcontractors, if any.
6. List of deviations from the:
 - a. Terms of the contract
 - b. Specifications mentioned in Volume 3
 - c. List of approved makes and vendors
7. Any requirements for the successful completion of the project must be mentioned clearly.

8. The labour wages to be submitted.
Ten days after the award of work, the contractor shall submit:

1. Cash flow plan for the project
2. Site utilisation plan.
3. Safety plan for the project including the proposed organisational set up.
4. Shop drawings if so required

32. PROCUREMENT OF MATERIAL

Sole responsibility of procurement of all materials including Cement & Reinforcement Steel required for completion of project with in stipulated time, at his own cost lies with the Contractor & no material shall be issued by the Owner free of cost.

- 31.1.1 Basic rates for selected materials in the Annexure – 1 shall be filled by the contractor during the submission of tender document & quote the item rates accordingly. Quoted item rate to include labour, basic cost of material, cost of accessories, all other taxes, Service tax, GST, payment to suppliers, transportation, handling, storage, safety, wastage, accounting and reconciliation and to provide Form 'C' & '38' and any other documents/formalities for purchase of materials, cost of electricity, water, WCT and contractor's overheads and profits etc.
- 31.1.2 The owner reserves the right to supply the cement & Reinforcement steel (GMT) at Contractors basic prices quoted in the Annexure-1 & the same shall be 100% recovered with in next two R/A Bills.
- 31.1.3 Contractor shall give to the Project Manager the detailed material requirement for procurement sufficient in advance.
- 31.1.4 All materials other than those listed in the Annexure-1 "Schedule of Contractor Supplied Materials" shall also be obtained by the Contractor at his own cost. No variation / escalation shall be payable to the Contractor on these materials, on any account.
- 31.1.5 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 Project Manager. Contractor shall not have any right or claim whatsoever on the materials lying at site.
- 31.1.6 In case the Contractor fails / refuses to procure and provide any material, the Project Manager 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 supplied item rates shall be imposed on the Contractor and recovered from his bills / any outstanding payments.

33. ESCALATION

There shall be no escalation payable in the quoted rates either for material or labor. Only the statutory increase or decrease like Service Tax, Works Contract Tax, VAT & Excise Duty if applicable shall be reimbursed or deduct on the balance component of work from the date of such increase or decrease. No overhead & profit shall be payable to these reimbursements.

34. MOBILISATION ADVANCE FOR WORKS:

The Owner will pay Mobilisation advance up to 5% (Five percent) of the value of the Contract. The said advance shall be paid on production of a Bank Guarantee of equal amount from a scheduled bank after signing of the Contract and valid up to Thirty (30) days after the scheduled date of Virtual Completion or the extended date till the full Mobilisation Advance is recovered. The Bank Guarantee shall be in the approved format. The Mobilisation Advance shall be recovered by the Owner from the Contractor's Bills

on prorate from each running bill and whole recovery shall be complete when 80% of the total contract value is achieved (i.e. @ 12.5% from each R.A. Bill).

35. DEVIATION LIMIT / VARIATION:

A schedule of probable quantities in respect of each work and specifications accompany these Conditions. The schedule of probable quantities is liable to alterations, omissions, deductions or additions at the sole discretion of the PM/ Electrical Consultant /Owner. The schedule of probable quantities may vary to any extent on the higher or lower side. Each item of work is entered in a separate column. All items should be totalled in order to show the aggregate value of the entire tender. Variation in quantities shall not be deemed to be a breach of contract by the PM / Owner/Electrical Consultant. The limit of variation is $\pm 20\%$ of the total awarded cost. There shall no limit for variation in individual items upto any extend.

36. MATERIALS:

The tenderer will use only following materials :-

ANNEXURE - 1

S. No.	<u>Particulars</u>
1.	TMT Reinforcement bars confirming to IS:1786 (minimum yield strength of Fe 500)
2.	OPC 43 Grade Cement confirming to IS:269 in non returnable bags
3.	Ready Mix Concrete i) M-20 ii) M-25

36. Entry and Safety of Material Brought at Site.

All The material brought at site will be entered in material register kept at the gate of the school and contractor and his staff shall be responsible to ensure that all the material brought at site is entered in the register kept. Contractor will also ensure safety of his material at site at his cost.