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1.0 NOTICE TO CONTRACTORS

Messrs-----

PROJECT: UP –CONSTRUCTION OF REAR SIDE BOUNDARY WALL WORKS FOR “SHRI RAM COLLEGE OF COMMERCE.”, at University of Delhi, Maurice Nagar, Delhi-110017.

- 1.1 On behalf of our Client, “SHRI RAM COLLEGE OF COMMERCE.”, we have the pleasure of inviting you to tender for the aforesaid work. Information regarding sale, purchase and submission etc. of tenders is provided in clause no. 1.19 below.
Sealed tenders, superscribed “Tender for up-gradation of water proofing work of “SHRI RAM COLLEGE OF COMMERCE.”, AT University of Delhi, Maurice Nagar, Delhi-110017.” shall be submitted as specified in clause no. 1.19 below.
- 1.2 Drawings, designs and specifications may be inspected in our office (**M/s. Livin Systems Consultants Pvt. Ltd.**) at New Delhi on any working day during normal working hours. Interested Parties will be permitted to take one set of “Tender Documents” comprising one no. hard copy and one no. soft copy,
- 1.3 The Interested Parties must obtain for themselves on their own responsibility and at their own expenses all the information which may be necessary for the purpose of filling this tender and for entering into a contract for the execution of the same and must examine the drawings and inspect the site of the work and acquaint themselves with all local conditions and matters pertaining thereto.
- 1.4 Each of the tender documents is required to be signed by the authorized representatives of the Interested Parties submitting the tender in token of their having acquainted themselves with the General Conditions of Contract etc. as laid down. If not signed, the tender may be considered invalid. Supporting Document in favor of authorized signatory shall be enclosed with the tender.
- 1.6 The tender documents must be filled in English in **hard copy in two parts** (A) one commercial Bid and other (B) one Technical Bid. All the entries must be made by hand and written in ink. The filled in tender shall be submitted in the form of hard copy as well as soft copy (3 sets of hard copies and one soft copy). If any of the documents are found to be missing or unsigned (each page to be signed and stamped), the tender shall be considered invalid.
- 1.7. All erasures and alternations made while filling the tender must be attested by initial of the authorized representatives of the Interested Parties. Over-writing of figures is not permitted. Failure to comply with either of these conditions will render the tender void. No advice or any change in rates or conditions after submission of the tender will be entertained.
- 1.8 The interested Parties shall deposit with SHRI RAM COLLEGE OF COMMERCE, a sum of Rs. 40,000.00 (Rupees Fourty thousand only) by Demand draft or Bank guarantee (drawn in favor of SHRI RAM COLLEGE OF COMMERCE. Payable at Delhi) as the Earnest money as a guarantee of good faith which amount shall be forfeited as the liquidated damages in the event of any evasive refusal or delay in signing the Contract.
- 1.9 The deposit of the unsuccessful Parties will be returned without interest, after a decision is taken regarding the award of the Contract. The Earnest Money of the successful party/CONTRACTOR will be adjusted towards security deposit. A tender not accompanied by earnest money deposit will not be considered.

- 1.10 The successful party/CONTRACTOR shall be bound to submit a Performance Guarantee within 7 days of issue of Letter of Acceptance as laid down hereafter, and implement the contract by signing an agreement in accordance with the conditions of the Contract attached herewith; but the work order or the written acceptance by the Client of a tender will constitute a binding agreement between the Client and the person so tendering, whether such formal contract is or is not subsequently entered into.
- 1.11 All compensations or other sums of money payable by the CONTRACTOR to the Client under the terms of this contract may be deducted from the Retention Money /Performance Guarantee or from any sum that may be or may become due to the CONTRACTOR on any account whatsoever and in the event of the retention money/Performance Guarantee being reduced by reason of any such deductions, the CONTRACTOR shall within 15 days of being asked to do so make good in cash or cheque or Demand Draft any sum or sums which have been deducted from his Retention Money/ Performance Guarantee.
- 1.12 The Client is not concerned with any rise or fall in the prices of any materials. The rates quoted shall include all costs, allowances, taxes/levies/cess or any other charges including any enhanced labor rates etc., which may be enacted from time to time by the State and/or Central Government.
- 1.13 The rates quoted by the CONTRACTORS shall include all eventualities such as heavy rain, sudden floods etc., which may cause damage to the executed work or which may totally wash out the work. Until the completion certificate is issued to the CONTRACTOR, the Client will not be responsible for such damage or wash out of the construction work.
- 1.14 In case where the same item of work is mentioned at one or more places in the Schedule of Quantities, the lowest of the rates quoted by the CONTRACTOR for the item shall be taken for the payment of this item.
- 1.15 Time is the essence of the Contract. The work should be completed in time allowed from the date of commencement of work, as stipulated in the work order. The successful CONTRACTOR will have to give a schedule of various items of work to be done so that the work gets completed within the stipulated time.
- 1.16 The following information shall be forwarded by the interested parties along with the submission of tender:
- a) A list of works of similar nature executed along with their value and time of completion.
 - b) A list of works in hand with status of all such works.
 - c) A list of machinery to be deployed for proposed work.
 - d) A solvency certificate and proof of deposit of Income Tax upto last financial year.
 - e) Normal annual turnover.
 - f) Technical staff to be deployed for proposed work.
 - g) Brief particulars of the constitution of the Party.
Whether a Proprietorship Firm or a Partnership Firm (Copy of Registered Partnership Deed) or a Pvt. Ltd. Company (Copy of Memorandum and Articles of Association).
 - h) Balance Sheet of party for the last three years.
 - i) PAN Number, Service Tax No., PF No. & VAT No.
 - j) Any other information/document as may be required by Law or by the Client.

- 1.17 The Quantities contained in the schedule are only approximate. The work, as actually carried out and done, will be measured up from time to time, for which payment will be made subject to the terms and conditions of the contract.
- 1.18 The Client do not bind themselves to accept the lowest or any tender and reserve, to itself, the right to accept or reject any or all tenders either in whole or in part, without assigning any reason for doing so.
- 1.19 **Following information may please be noted by the tenderers regarding dates of sale, receipt and pre-bid meeting etc.**

a)	Sale of Tender	From ----- 2012 to----- 2012, from 10 a.m. to 5 p.m.
b)	Address for Purchase of Tender	“SHRI RAM COLLEGE OF COMMERCE.”, AT University of Delhi , Maurice Nagar, Delhi-
c)	Last date of receipt of queries from bidders regarding tender document	2012
d)	Queries to be addressed to :	“SHRI RAM COLLEGE OF COMMERCE.”, AT University of Delhi, Maurice Nagar, Delhi-110017.
e)	Clarification of Queries	“SHRI RAM COLLEGE OF COMMERCE.”, AT University of Delhi, Maurice Nagar, Delhi-110017.
f)	Submission of tenders	Latest by ----- up to 15.00 hrs
g)	Address for submission of tenders	“SHRI RAM COLLEGE OF COMMERCE.”, AT University of Delhi, Maurice Nagar, Delhi-110017.

2.0 INSTRUCTIONS TO TENDERERS

- 2.1.1 The tender shall be submitted in digital format and in hard copy as specified in para 1.6. The tenderer will fill up the rates in the BOQ in Excel Format in the appropriate column. One soft copy of the submission will be on C Ds and three copies will be the hard copy. There will be no changes or overwriting on the hard copy, which shall be stamped and signed as called for in clause 1.6. Tenderer’s full name, designation, and his complete address shall be given. All pages of the document shall be signed and stamped by Authorized signatory of the tenderer. A document in support of any such authorization shall be enclosed with the tender.

- 2.1.2 The tender shall be submitted without any conditions. Query if any, may be sorted out by LIVIN SYSTEMS CONSULTANTS PVT. LTD. At one time. No further queries shall be entertained.
- 2.1.3 Tenderer shall quote for all items of work and in case tenderer does not quote for any item, it will be presumed that the cost of said item is already included in other items and the successful tenderer shall execute the entire quantities of such item including variation as provided for in contract without any extra cost to owner.
- 2.1.4 Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the tenderers who resort to canvassing will be liable to rejection.
- 2.1.5 If any additions/alterations are made by the tenderer in the Notice To Contractors Instructions to the Tenderer and any of the accompanying documents or if any conditions are quoted, the tender of the tenderer shall be liable to be rejected.
- 2.1.6 The acceptance of tender will rest with the Client who does not bind itself to accept the lowest tender and reserve to itself the right and authority to reject any or all the tenders received without assigning any reason thereof. All tenders in which any of the prescribed conditions are not fulfilled or incomplete in any respect are liable to be rejected.
- 2.1.7 After acceptance of the tender & issue of Letter of Acceptance by the Client, the tenderer shall submit the Performance Guarantee within 7 days and sign the necessary agreement within next 7 days. In case of delay, the Earnest Money may be forfeited and the tender cancelled or the contract enforced as per terms of the invitation of tender and the tenderer shall thus be bound even though the formal agreement has not been executed and signed within the time stipulated in the Tender Documents.
- 2.1.8 On acceptance of the tender, the name of the authorized representatives of the successful tenderer, who would be responsible for taking instructions from the Project-in-Charge, shall be communicated to the Project-in-Charge within 7 days.
- 2.2 **Validity Of Offer**
- The tender for the work shall remain open for acceptance for a period of Ninety days from the last date of submission of tenders. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to the Client then the Client shall without prejudice to any other right or remedy, shall forfeit the said earnest money absolutely. Earnest money of successful Tenderer shall be adjusted against Retention Money. Earnest money of all other tenderers shall be released within 10 days of the expiry of validity period.
- 2.2.1 Tender for the work shall not be witnessed by a contractor who himself/themselves has /have tendered or who may tender for the same work. Failure to observe this condition would render the tenders of the tenderer as well as of the witness witnessing the tender liable to be summarily rejected.
- 2.3 If it is found that the tender is not submitted in proper manner or contains too many corrections or absurd rates of amounts, it would be open for the Client to reject such tenders.

- 2.4 Unsealed tenders will be summarily rejected
- 2.5 Before tendering, the tenderer shall inspect the site to fully acquaint himself about the condition in regard to accessibility of site, nature and extent of ground working conditions including space for stacking of materials, installations of T&P etc. accommodation and movement of labor etc. required for the satisfactory execution of the contract. No claim, whatsoever, on such account shall be entertained by the Client in any circumstances.
- 2.6 The tenderer should read the specifications and study the tender drawings carefully before submitting the tenders.
- 2.7 The tenderer's responsibility for the contract shall commence from the date of issue of orders of acceptance of tender.
- 2.8 The tenderer should verify all plans, elevations and sections shown in the drawings and in case of any doubt about requisite details/ particulars, which may, in any way, influence his tender, the same may be got clarified from the issuing authority of tender before submitting the tender. No allowance, whatsoever, will be made subsequently beyond the contract for any alleged ignorance, thereof. Any Clarification issued during the aforesaid meeting shall form the part of tender document.
- 2.9 The site for execution of the work will be made available, as soon as the work is awarded.
- 2.10 The tender documents has the specific terms and conditions on which tenders are required. Hence, all tenders should be in strict conformity with the tender documents and should be filled in where ever necessary and initialed. Incomplete tenders are liable to be rejected.
- 2.11 The tenderer shall submit details of construction machineries /equipment owned/ to be arranged which is proposed to be deployed for the work.
- 2.12 The tenderer shall submit details of personnel proposed to be committed /dedicatedly engaged for execution of work.
- 2.13 The tenderer, while submitting tender, must provide adequate information regarding his financial, technical and organizational capacity to be able to execute the work of this nature and magnitude.
- 2.14 The tenderer shall submit list of the works which are in hand (in progress as well as awarded) in the following format.

Name & Particulars of Work	Amount of Work	Position of Works in Progress	Remark

2.15 **Rates**

- 2.15.1 The tenderer should quote in figures as well as in words the rate, and amount tendered by them. The amount for each item should be worked out and the requisite totals given.
- 2.15.2 Special care should be taken to write the rates in figures as well as in words and the amounts in figures only in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the word “Rs” should be written before the figures of rupees and word Ps. After the decimal figures, e.g. Rs. 2.15 Ps and in case of words, the word ‘Rupees’ should precede and the word ‘Paisa’ should be written at the end. Unless the rate is in whole rupees and followed by the words ‘only’, it should invariably be up to two decimal places. While quoting the rate in schedule of quantities, the word ‘only’ should be written closely following the amount and it should not be written in the next line.
- 2.15.3 This is an item rate tender, any tenderer quoting as percentage below /above such tender will be summarily rejected. However, where a tenderer voluntarily offers a rebate, this may be considered.
- 2.15.4 Rates quoted by the tenderer in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. If on check there are differences between the rates quoted by the tenderer in words and in figures or on the amount worked out by him, the following procedure shall be followed:
- i) When there is difference between the rates in figures and in words, the rates which correspond with the amount worked out by the tenderer shall be taken as correct.
 - ii) When the amount of an item is not worked out by the tenderer or it does not correspond with the rate written either in figures or in words, then the rate quoted by the tenderer in words shall be taken as correct.
 - iii) When the rates quoted by the tenderer in figures and in words tally but the amount is not worked out correctly, the rate quoted by the tenderer will be taken as correct and not the amount.
- 2.15.5
- i) The rates quoted shall cover cost of providing, erecting, operating and maintaining all plants and equipments e.g. Batch Mixing Plant, Cranes, Hoists, Transit Mixers, Pumps, Vibrators etc. as per requirement.
 - ii) Rates quoted shall cover the cost of providing of waterproof store for cement bags of adequate storage capacity with suitable lock and key arrangements as per directions of Project in-Charge.
 - iii) The rates quoted shall include cost of providing storage & security arrangements for all other materials issued by the Client to the entire satisfaction of Project in-Charge.
 - iv) Rates quoted shall include that successful tenderer shall provide and remove all stores, working yards, site office, fencing / barricading or any other required facility stated elsewhere, labor hutments after completion of work or as instructed by employer from time to time or before final payment. He will also clean all rubbish, debris, leveling

filling if any so as to leave site in clean and tidy conditions as directed by Project-in-Charge.

- v) Rates shall be inclusive of all taxes, Octroi, toll or sales tax, professional tax, Turnover tax, Work Contract Tax, Service Tax, Custom, Excise Duty, Royalties or any other taxes or levies or Cess etc. including all labour dues and P.F. payable by the successful tenderer and the Client will not entertain any claim whatsoever in this respect.
- vi) Rates shall also include all other activities/liabilities as mentioned elsewhere in the Contract for satisfactory completion of work as per provisions of Contract to the entire satisfaction of Project in-Charge.

- 2.15.6 The rates for all items of work shall, unless clearly specified otherwise, include cost of all labour, materials and other inputs involved in the execution of the items.
- 2.15.7 The rates quoted by the tenderer shall cover the cost of all loading, transporting to site, unloading, storing under covers as required, assembling or joining the several parts together as necessary and incorporating or fixing materials in the work including all preparatory work or whatsoever description as may be required and of closing, preparing, loading, returning empty case of containers to the place of issue.
- 2.15.8 The tenderer is bound by the rates he quotes for the various items irrespective of quantities mentioned in the tender. No extra amount will be paid due to variation to any extent, additions alterations, omissions, modifications of the quantities put to tender, unless it has been specifically agreed by the Client / its authorized representative.
- 2.15.9 All the quoted rates, except if otherwise specifically mentioned, shall hold good for all leads, heights / depths, floor levels, all floor heights and all working conditions. Nothing extra shall be payable on any of these account.
- 2.15.10 The rates quoted shall be inclusive of establishing the labour camp, including providing sanitary and all other required facilities within the project premises as per directions / approval of Project in-Charge.
- 2.16 The successful tenderer shall have to make arrangements for water, electricity and other arrangements as required as per applicable laws, operate and maintain crèche for labourer's children and construct Sulabh Shauchalaya, for labourers at his own risk and cost. Nothing extra shall be payable on this account.
- 2.17 The owner reserves the right to order for any item or group of work or split the work between two or more tenderer, if necessary. Such a step shall not constitute a breach of contract.

2.18 Tenderer shall be registered with Income Tax, Sales Tax, PF , ESIS, Service Tax Authorities etc.

(Signature of the Authorized person)

Date:.....

Designation:.....

Name of the firm:.....

(Official Seal)

Address:.....

3.0 **SCOPE OF WORK**

CONSTRUCTION OF REAR SIDE BOUNDARY WALL WORKS FOR “SHRI RAM COLLEGE OF COMMERCE.”, at University of Delhi, Maurice Nagar, Delhi-110017. SHRI RAM COLLEGE OF COMMERCE / the Client REAR SIDE BOUNDARY WALL WORK AT University of Delhi, Maurice Nagar, Delhi-110017

The scope of work for the proposed REAR SIDE BOUNDARY WALL WORK and finishing of the same.

Following items of works shall form a part of scope of work of the construction agency.

- a) Excavation
- b) Anti-termite treatment
- c) Plain & reinforced cement concrete work
- d) Masonry work (/Brickwork)
- e) Plastering
- f) Painting work
- g) Miscellaneous items of work as included in Bill of Quantities.
- h) MS steel work etc

The above is only an indicative description of the work involved in construction of the building. The contracting agency shall execute any other item of work/job, as desired by the Client, in order to complete the work in totality.

The selected construction agency will be responsible for supply of all materials, labor, plant & machinery etc. The agency shall be finalized through the process of inviting tenders for which purpose the enclosed tender document is being issued to prospective bidders.

3.1 APPENDIX TO TENDER

S. No.	Tender Clause for	GCC & SC Clause No.	Description
a)	Earnest Money Deposit	-	Rs. 40,000.00 (Rupees Fourty Thousand Only), in the form of Bank Guarantee / Demand Draft in favor of SHRI RAM COLLEGE OF COMMERCE Payable at Delhi.
b)	Refund of Earnest Money	GCC-6.3	Earnest Money of the successful tenderers shall be adjusted against Retention Money & Earnest Money of all other tenderers shall be released within 10 days after expiry of validity period i.e. 90 days from last date of submission of Tender,
c)	Defects Liability Period (DLP)	GCC-7.5	12 (Twelve) months from certified Date of Completion.
d)	Performance Bank Guarantee	GCC-6.1	Equivalent to 5% of the contact sum in the form of irrevocable Bank Guarantee, valid till 60 days beyond the stipulated completion date or extended completion date, in favor of SHRI RAM COLLEGE OF COMMERCE. to be submitted by successful tenderer within 7 days of issue of Letter of Acceptance.
e)	Mobilization Time • Sufficient mobilization for commencement of work	--	07days from the letter of acceptance
f)	Commencement of work	GCC-4.6	Within 3 (Three) Days of submission of Performance Guarantee or Signing of Agreement, whichever is earlier.
g)	Completion period	--	A maximum of 45 days from the date of commencement of work
h)	Penalty for delay	GCC-4.41	
	i) At the rate of		0.5% (zero point five percent) per week of contract sum.
	ii) Upto maximum of		5% (five percent) of the contract sum.
i)	Value of work for the issue of Interim Certificate	GCC-6.5	(Minimum) Rs. 5,00,000/- against monthly bills

j)	Time for payment of above	GCC-6.5	75% Provisional payment shall be made within 10 days of receipt of bill, on certification by Project-in-Charge and balance 25% shall be paid within 30 days of receipt of bill, after due check and certification.
k)	Retention Money and its release	GCC-6.3	@ 5% (Five Percent) from each bill, to be released after DLP of 12 months
l)	Secured Advance (only for AAC blocks, Cement and steel)	GCC-6.4	75% of value of invoice or 60% of item rate, whichever is less.
m)	Mobilization Advance (Against Bank Guarantee of equivalent Amount)	GCC-6.2	<ul style="list-style-type: none"> • 5% with Letter of Award • 5% on completion of total mobilization, as recommended by Project-in-Charge.
n)	Recovery of Mobilization Advance	GCC-6.2	To be recovered from 2 nd R.A. Bill in such a manner so as to recover entire amount by the time 80% of the contract value gets paid to the contractor.
o)	Third Party Insurance	GCC-4.14, SC-26	
p)	Contractor's All Risk Policy	SC-26	As per Tender Values
q)	Workman Compensation Policy	SC-26	As applicable

Signature of the CONTRACTOR

Authorized signatory

3.2 TENDER FORM

SHRI RAM COLLEGE OF COMMERCE.

**AT University of Delhi,
Maurice Nagar, Delhi-110017.**

**PROJECT: CONSTRUCTION OF REAR SIDE BOUNDARY WALL WORKS FOR
“SHRI RAM COLLEGE OF COMMERCE.”, at University of Delhi, Maurice
Nagar, Delhi-110017**

Dear Sirs,

I/We, the undersigned have carefully gone through and clearly understood the Tender Drawings and Tender Documents comprising of the tender form, Notice to CONTRACTORS, Agreement, General Conditions of Contract, Special Conditions, Specifications, Schedule of Probable Quantities prepared by your Consultants: **M/s LIVIN SYSTEMS CONSULTANTS PVT. LTD.** New Delhi.

I/We do hereby undertake to execute and complete the whole or part of the work (as desired by you) at the respective rates which I/We have quoted for all the items of the Probable Bill of Quantities and at which rates the items specified amount to Rs.

I/We have deposited as Earnest Money, a sum of Rs. by B.G. / Demand Draft no. _____ dated _____, drawn on _____ Bank, for due execution of the work at my/our tendered rates together with any adjustments that may be made by **SHRI RAM COLLEGE OF COMMERCE.** on our tendered rates.

In the event of this Tender being accepted, I/We agree to submit a Performance Guarantee and enter into an Agreement as and when required and execute the contract according to your Form of Agreement in default whereof, I/We do hereby bind myself/ourselves to forfeit the aforesaid deposit.

I/We further agree to complete the work included in the said Schedule of Quantities as per other terms and conditions of contract within (time as per work order) from the date of the Letter of Intent issued to commence the same.

I/We agree to pay Government, General and Sales Tax (State & Central), VAT, Service Tax ,Excise and Octroi duties WCT, levies, cess, insurance and all other taxes etc., as prevailing from time to time, on such items for which the same are levy able and the rates quoted by me/us are inclusive of the same.

Yours faithfully,

Authorized Signatory

CONTRACTOR's Address :

.....

.....

Date :

3.3 FORM OF AGREEMENT

(To be printed on a Stamp Paper)

THIS AGREEMENT (hereinafter referred to as the “Agreement” or “Contract” or “Contract Agreement”) is made on the day of 2011

BY AND BETWEEN

SHRI RAM COLLEGE OF COMMERCE. (Hereinafter referred to as “the CLIENT”) of the one part

And

M/S..... of
.....(Constitution of the CONTRACTOR) through its
Authorized Signatory duly authorized vide board resolution/Power of Attorney dated
..... (hereinafter referred to as the “CONTRACTOR”) of the other part,

WHEREAS the CLIENT is desirous of getting CONSTRUCTION OF REAR SIDE BOUNDARY WALL WORKS for “SHRI RAM COLLEGE OF COMMERCE” executed for its own “operations” at University of Delhi, Maurice Nagar, Delhi-110017.

AND WHEREAS the CONTRACTOR has agreed to execute and subject to the conditions, set forth in the Tender Document hereto (hereinafter referred to as the Said Conditions), the works shown upon the said drawings and described in the said specifications and included in the said Schedule of Quantities, as may be ascertained to be payable in terms of the Schedule of Quantities and agreed rates and which sum is estimated to Rs. (Rupees) (Hereinafter referred to as ‘said Contract Amount.’)

NOW IT IS HEREBY AGREED AS FOLLOWS :

1. In consideration of the said sum to be paid at the times and in the manner set forth in the Said Conditions, the CONTRACTOR shall execute and complete the works in totality subject to the said drawings and described in the said Specifications.
2. The CLIENT shall pay the CONTRACTOR the said or such sums as shall become payable hereunder at the times and in the manner specified in the Said Conditions.
3. Tender documents containing Notice to CONTRACTORS, Conditions of Contract, Appendix thereto, special conditions of contract, specifications and schedule of quantities with the rates entered therein, shall be read and studied as forming part of this Agreement and the parties hereto shall respectively abide by to perform the agreements on their part respectively in such conditions contained. Both the parties have appended their signatures on all the attached documents to this Agreement and all these documents become integral part of this Agreement.
4. This contract is neither a fixed lump sum contract nor a piece work contract, but is a contract to carry out work in respect of the entire works to be paid for according to actual measured quantities at the rates contained in the schedule of rates, probable bill of quantities or as provided in the Said Conditions.
6. The CLIENT reserves to itself the right of altering the drawings and nature of the work, of adding to or omitting any items of work or having portions of the same carried out without prejudice to this contract.
7. Time shall be considered as the essence of this Agreement and the CONTRACTOR hereby agrees to commence the work soon after the site is handed over to him as provided for in the Said Conditions and

complete the entire work by (time as per work order) subject, nevertheless, to the provisions for extension of time.

- 8. The Courts at Delhi/New Delhi shall have exclusive jurisdiction to try all disputes arising out of this agreement between the parties.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day, month and year first above written.

(Authorized Signatory)

Name

Designation

**Signed, Sealed and delivered on behalf of
The CLIENT.**

In the presence of

Witness _____

Name _____

Address _____

(Authorized Signatory)

Name

Designation

**Signed, Sealed and delivered on
behalf of the CONTRACTOR**

In the presence of

Witness _____

Name _____

Address _____

3.4 SCOPE OF CONTRACT:

The CONTRACTOR shall carry out and complete the said work in every respect in accordance with this Contract and under the directions of and to the satisfaction of the CLIENT/his authorized representative. The CLIENT/his authorized representative may in his absolute discretion and from time to time, issue further drawings and/or written instructions, details, directions and explanations which are hereafter collectively referred to as "CLIENT's Instructions" in regard to:

- a) The variations or modifications of the designs, quality or quantity of works or the additions or omission or substitution of any work.
- b) Any discrepancy in the drawings or between the Schedule of Quantities and/or drawings and/or specifications.
- c) The removal and/or re-execution or any works executed by the CONTRACTOR.
- d) The removal from the site of any material brought there on by the CONTRACTOR and the substitution of any other material therefrom.
- e) The dismissal from the works of any person employed there upon.
- f) The opening up for inspection of any work covered up.
- g) The amending and making good of any defects
- h) Obtaining all approvals concerning the construction activities, as required, from the local Authorities.

The CONTRACTOR shall forthwith comply and fully execute any work comprised in such Employer's Instructions provided always that verbal instructions, directions and explanations given to the CONTRACTOR or his representative upon the works by the Employer/his authorized representative, if involving a variation, be confirmed in writing by the CONTRACTOR within 7 days and if not dissented in writing within further 7days by the CLIENT/his authorized representative, the same shall be deemed to be the CLIENT's Instructions within the scope of the contract.

If compliance with the CLIENT's Instructions as aforesaid, involved work and/or expense beyond that contemplated by the Contract, then, unless the same were issued owing to some breach of this contract by the CONTRACTOR, the CLIENT shall pay to the CONTRACTOR, on the Certificate from Project-in-Charge, the price of the said work, as an extra to be valued as herein after provided.

GENERAL CONDITIONS OF CONTRACT

4.0 GENERAL CONDITIONS OF CONTRACT

4.1 INTERPRETATIONS / DEFINITIONS

In construing these conditions and Interpretations Specifications, Schedule of Quantities and Contract Agreement the following words shall have the meanings herein assigned to them except where the subject or context otherwise requires:

1. The CLIENT Shall mean SHRI RAM COLLEGE OF COMMERCE. (shall include his/ their representative(s) / assign(s) / or successor(s.)
2. Engineer In-charge/Project-In-charge/Authorized Representative of the CLIENT Shall mean the authorized representative of the CLIENT for getting the work executed at site. The term authorized representative of the CLIENT shall include Architects/Consultants as well as Project Management Consultants.
3. Architects/ Consultants Means the person or persons designated as such in the Contract, or in case of termination of such Architect / Consultants, person(s) appointed by the CLIENT in its place, The term Architect / Consultant shall also include the Architect's/ Consultant's authorized representative(s).
4. Project Management Consultants Means the agency engaged by the CLIENT, responsible for getting the work executed at site in accordance with the contract.
5. Contractor Means the individual or firm or Company whether incorporated or not under taking the works and shall include legal personal representatives of such individual or the persons comprising such firm or company, and the permitted assigner of such individual or firm or Company.
6. Acceptance of Tender Shall mean the acceptance of tender issued by the CLIENT or its authorized representative(s) to the tenderer.
7. Contract Shall mean the tender documents, tender of the tenderer, its acceptance, the Articles of the Agreement, the Annexure, the Schedule of Quantities, Specifications and the drawings pertaining to the work.
8. Site "Site" means the lands and other places under, over, on, in or through which the Works are to be constructed and any other lands or places provided by the CLIENT for the purpose of the execution of the Works together with such other places as may be subsequently agreed in writing by the Engineer-in-Charge as forming part of the Site.
9. Project "Project" is the total construction designed by the CLIENT of

- which the Work performed under the Contract Documents may be the whole or a part.
10. Work and Scope of Work Shall mean the totality of the work by expression or Implication envisaged in the contract.
11. Notice in Writing On written notice shall mean a notice in writing, typed or printed communications by registered post / ordinary post / couriers to last known address of the addressee including telefax and electronic mails.
12. Drawings “Drawings” means the drawings referred to in the Specifications or Bills of Quantities and any modification of such drawings approved in writing by the Engineer-in-Charge and such other drawings as may from time to time be furnished in writing or approved in writing by the Engineer-in-Charge;
14. Bill of Quantities “Bill of Quantities” means the priced and completed bill of quantities forming part of the Contract;
14. Contract sum “Contract Sum” means the total of the priced Bills of Quantities at the date of acceptance of the Tender for the Works or the sum as updated subsequently as per the terms & conditions of the Contract.
15. Specification “Specification” means the specifications referred to in the Contract and any modification thereof or addition thereto as may from time to time furnished in writing or approved in writing by the Engineer-in-Charge;
16. IS / BIS Shall mean Indian Standard as issued by the Bureau of Indian Standard Institution. Wherever reference is made to “IS” it shall mean the relevant “IS” code on the subject with latest edition as amended till date of submission of tender.

4.2 LAWS GOVERNING THE CONTRACT:

- 4.2.1 a) This contract shall be governed by the Indian Laws in-force for the time being.
- b) The contract is confidential and must be strictly confined to the purposes of the contract. The original and duplicate copies of the contract Agreement shall be signed by the CLIENT and the CONTRACTOR or their accredited representative. The original shall be kept in the safe custody of the CLIENT and the duplicate copy shall be handed over to the CONTRACTOR.
- 4.2.2 One certified true copy of the Contract shall remain in the custody of the Project-in-Charge. The CONTRACTOR, on signing thereof, shall be furnished by the CLIENT, free of cost, with one certified true copy of the Contract Agreement and two copies of all drawings issued during the progress of work. Any further copies of such drawings required by the contractor shall be paid for by him. The CONTRACTOR shall keep one certified copy of the Agreement and all drawings on the work site and the CLIENT or his representative shall at all reasonable time have access to the same.

4.3 **DISCREPANCIES AND ADJUSTMENT OF ERRORS:**

4.3.1 The several documents forming the contract are to be taken as mutually explanatory of one another. In case of non-availability / discrepancy the following order of precedence shall be observed:

- a) Description in Bill of Quantities
- b) Drawing (Detailed drawing being followed in preference to small scale drawings and figured dimensions in preference to scale drawings)
- c) Particular specifications / special conditions if any.
- d) CPWD Specifications
- e) I.S. Codes

4.3.2 If there are varying or conflicting provisions made in any one of the aforesaid documents forming part of the Contract, the CLIENT shall be sole deciding authority with regard to intention and interpretation of the document and his decision in this respect shall be final and binding.

4.4 **CORRESPONDENCE:**

All correspondence in respect of this Contract from CONTRACTOR shall unless otherwise notified by CLIENT be in duplicate and addressed to Project Manager /Project-in-Charge nominated by the CLIENT. The copy of the same shall be enclosed to:

TO
SHRI RAM COLLEGE OF COMMERCE.
AT University of Delhi,
Maurice Nagar, Delhi-110017.

All correspondence in respect of this Contract from the CLIENT/his authorized Representative shall be addressed to CONTRACTOR at the following address:

M/s _____

4.5 **POWERS TO THE CLIENT REPRESENTATIVE / PROJECT IN-CHARGE:**

4.5.1 Project In-charge shall have powers to :

- a) The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work, with the prior approval of the CLIENT.
- b) The removal and/or re-execution of any works executed by the CONTRACTOR.
- c) The opening up for inspection of handy work covered up.
- d) The amending and making good of any defect.

4.5.2 The CLIENT/Project-in-Charge shall have general supervision and direction of work. He has authority to stop work, whenever such stoppage may become necessary to ensure the proper execution of work under this contract. He shall also have authority to inspect and reject any work and materials which do not conform to the specifications. He shall have the power to divert CONTRACTOR's resources to any work depending upon the priority. No claim, whatsoever will be entertained by the CLIENT on this account.

4.5.3 The above inspection shall, however, not relieve the CONTRACTOR of his responsibilities in respect of defective materials or workmanship and necessity for rectifying or replacing the same.

4.5.4 **USE OF MATERIALS**

The CONTRACTOR shall use Equipment/Machinery / Materials only after approval of the CLIENT / Project-in-Charge is obtained before incorporation of the same into work.

4.5.5 **HIRE OF PLANT AND EQUIPMENT OF THE CLIENT:**

At the sole discretion of the CLIENT, the CONTRACTOR may hire the CLIENT's Construction Plant and equipment available at site. The rentals for different Plant and equipment shall be determined by the CLIENT and intimated separately.

4.5.6 **WEATHER CONDITIONS**

The CLIENT/ Project-in-Charge may order the CONTRACTOR to suspend any work which in the opinion of the CLIENT may be subject to damage by prevailing weather conditions.

4.6 **COMMENCEMENT OF WORKS**

The CONTRACTOR shall commence the Work within 7 days of submission of Performance Guarantee or signing of Agreement whichever is earlier and shall proceed with the same with due diligence.

4.7 **CONSTRUCTION PROGRAMME FOR EXECUTION OF WORK:**

4.7.1 The CONTRACTOR shall submit within Two weeks of the acceptance of the tender, activity based construction programme to Project In-charge, which shall include the planning for execution of the entire work under the contract within the stipulated time given for completion. This shall be scrutinized by the Project-in-Charge. The mutually agreed Programme shall be binding on the CONTRACTOR for progress of the work and for completion by the due date. The details of program have been elaborated under clause 4.41.

4.7.2 The CONTRACTOR shall maintain register of daily deployment of labor, mason etc. on various activities and shall produce before the CLIENT as and when asked for.

4.7.3 **QUALITY & SAFETY CONTROL MECHANISM**

The CONTRACTOR shall submit and then adopt all quality and safety control measures as per approval of Project In-charge and / or in compliance of various statutory provisions as well as per the established good practice.

4.8 **ASSIGNMENT/SUB LETTING/CORRESPONDENCE**

The CONTRACTOR shall not assign or sublet any part of work without written consent of the CLIENT/ Project-in-Charge.

4.9 **CONTRACTOR'S RESPONSIBILITIES**

4.9.1 The CONTRACTOR shall conform to the provisions of any act of the legislature relating to the works, and to the regulations and by-laws of any authority, and of any water, lighting and other companies and /or authorities with whose system the structure is proposed to be connected and shall, before making any variation from the drawings or specification that may be necessitated by so conforming give to the CLIENT a written notice, specifying the variation proposed to be made and the reason for making it, and apply for instructions thereon. In case the CONTRACTOR shall not receive such instructions within 7 days, he shall proceed with the work in question, and any variations so necessitated shall be dealt with under Clause 5.6.

4.9.2 The contractor shall indemnify the CLIENT or any agent, servant or employee of the CLIENT against any action, claim or proceeding relating to the infringement or design rights or any patent rights and shall defend all actions arising from such claims and himself pay any royalties, license fees, damages, cost of all and every sort or other charges which may be payable in respect of any articles or material or part thereof legally incurred in respect thereof and included in the contract. In the event of any claim being made or action being brought against the CLIENT or any agent, servant or employee of the CLIENT in respect of any such matters aforesaid, the CONTRACTOR shall be immediately notified thereof. Provided that such indemnity shall not apply when such infringement has taken place in complying with the specific directions issued by the CLIENT but the CONTRACTOR shall pay any royalties or other charges payable in respect of any such use, the amount so paid being reimbursed to the CONTRACTOR only if the use was the result of any drawing and/or specifications issued after submission of the tender.

4.10 **CARE OF WORKS**

From the commencement of the Works until the date stated in the Certificate of Completion for the whole of the Works pursuant to Clause 7.4 hereof the CONTRACTOR shall take full responsibility for the care thereof. Provided that if the Engineer shall issue a Certificate of Completion in respect of any part of the Permanent Works the CONTRACTOR shall cease to be liable for the care of that part of permanent works from the date stated in the Certificate of Completion in respect of that part and the responsibility for the care of that part shall pass to the CLIENT. Provided further that the CONTRACTOR shall take full responsibility for the care of any outstanding work which he shall have undertaken to finish during the Period of Maintenance until such outstanding work is completed. In case any damage, loss or injury shall happen to the Works, or to any part thereof, from any cause whatsoever, save and except the excepted risks as defined in clause 4.11, while the CONTRACTOR shall be responsible for the care thereof the CONTRACTOR shall, at his own cost, repair and make good the same, so that at completion, the Permanent Works shall be in good order and condition and in conformity in every respect with the requirements of the Contract and the Engineer-in-Charge's instructions. In the event of any such damage, loss or injury happening from any of the excepted risks, the CONTRACTOR shall, if and to the extent required by the Project-in-Charge repair and make good the same as aforesaid at the cost of the CLIENT. The CONTRACTOR shall also be liable for any damage to the Works occasioned by him in the course of any operations carried out by him for the purpose of completing any outstanding work or completing with his obligations under Clauses 7.4 or 4.33 hereof.

4.11 **EXCEPTED RISKS**

The "excepted risks" are war, hostilities (whether war declared or not), invasion act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, or unless solely restricted to employees of the CONTRACTOR or of his sub-Contractors and arising from the conduct of the Works, riot, commotion or disorder, or use or occupation by the CLIENT of any part of the Permanent Works, or a cause solely due to the Engineer's designing of the Works, or ionizing radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radio-active, toxic explosives or other hazardous properties of any explosive, nuclear assembly or nuclear component thereof, pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds, or any such operation of the forces of nature as an experienced the CONTRACTOR could not fore see, or reasonably make provision for or insure against all of which are herein collectively referred to as "the excepted risks".

4.12 **INSURANCE OF WORKS ETC.**

Without limiting his obligations and responsibilities under Clause 4.10 hereof, the CONTRACTOR shall insure in the joint names of the CLIENT and the CONTRACTOR against all loss or damage from whatever cause arising, other than the excepted risks, for which he is responsible under the terms of the Contract and in such manner that the CLIENT and CONTRACTOR are covered for the period stipulated in Clause 4.10 hereof and are also covered during the period of Maintenance, and for any loss or damage occasioned by the CONTRACTOR in the course of any operations carried out by him for the purpose of complying with his obligations under Clauses 7.4 and 4.33 hereof:-

- a) The Works for the time being executed to the estimated current contract value thereof or such additional sum as may be specified elsewhere in the Tender documents, together with the materials for incorporation in the Works at their replacement value i/c the materials supplied by the CLIENT.
- b) The constructional Plant and other things brought on to the Site by the CONTRACTOR to the replacement value of such Constructional Plant and other things.

Such insurance shall be effected with an insurer and in terms approved by the CLIENT which approval shall not be unreasonably withheld, and the CONTRACTOR shall, whenever required produce to the Engineer's Representative the policy or policies of insurance and the receipts for payment of the current premiums.

4.13 **DAMAGE TO PERSONS AND PROPERTY;**

The CONTRACTOR shall, except if and so far as the contract provides otherwise, indemnify the CLIENT against all losses and claims in respect of injuries or damage to any persons or material or physical damage to any property whatsoever which may arise out of or in consequence of the execution and maintenance of the Works and against all claims, proceedings, damages, costs, charge and expenses whatsoever in respect of or in relation thereto except any compensation or damages for or with respect to:-

- a) The permanent use or occupation of land by the Works or any part thereof.
- b) The right of the CLIENT to execute the works or any part thereof on, over, under or through any land.
- c) Injuries or damage to persons or property resulting from any act or neglect of the CLIENT, his agents, servants or other contractors, not being employed by the CONTRACTOR, or for or in the respect of any claims, proceedings, damages, costs,, charges and expenses in respect thereof or in relation thereto or where the injury or damage was contributed to by the CONTRACTOR, his servants or agents such part of the compensations as may be just & Equitable having regard to the extent of the responsibility of the CLIENT, his servants or agents or other contractors for the damage or injury.

4.14 **THIRD PARTY INSURANCE:**

- a). Before commencing the execution of the Works the CONTRACTOR, but without limiting his obligations and responsibilities under Clause 4.13 hereof, shall insure against his liability for any material or physical damage, loss or injury which may occur to any property, including that of the CLIENT, or to any person, including any employee of the CLIENT, by or arising out of the execution of the works or in the carrying out of the Contract, otherwise than due to the matters referred to in the provision to Clause 4.13 hereof.
- b) Minimum Amount of Third Party Insurance

Such insurance shall be effected with an insurer and in terms approved by the CLIENT, which approval shall not be unreasonably withheld, and for at least the amount stated in Appendix to the Tender. The CONTRACTOR shall, whenever required, produce to the Engineer or the Engineer's Representative the policy or policies of insurance and the receipts

for payment of the current premiums.

c) **Provisions to Indemnify CLIENT**

The terms shall include a provision whereby, in the event of any claim in respect of which the CONTRACTOR would be entitled to receive and indemnify under the policy being bought or made against the CLIENT, the insurer will directly indemnify the CLIENT against such claims and any cost, charges and expenses in respect thereof.

4.15 **ACCIDENT OR INJURY TO WORKMEN :**

- a) The CLIENT shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the employment of the CONTRACTOR or any sub-Contractor, save and except an accident or injury resulting from any act or default of the CLIENT, his agents, or servants. The CONTRACTOR shall indemnify and keep indemnified the CLIENT against all such damages and compensation, save and except as aforesaid, and against all claims, proceedings cost, charges and expenses whatsoever in respect thereof or in relation thereto.
- b) The CONTRACTOR shall insure against such liability with an insurer approved by the CLIENT, which approval shall not be unreasonably withheld, and shall continue such insurance during the whole of the time that any persons are employed by him on the Works and shall, when required, produce to the Engineer or the Engineer's Representative such policy of insurance and the receipt for payment of the current premium. Provided always that, in respect of any persons employed by any sub- Contractor, the CONTRACTOR's obligation to insure as aforesaid under this sub-clause shall be satisfied if the sub-Contractor shall have insured against the liability in respect of such persons in such manner that the CLIENT is indemnified under the policy, but the CONTRACTOR shall require such sub-Contractor to produce to the Engineer or the Engineer's Representative, when required, such policy of insurance and the receipt for the payment of the current premium.

4.16 **REMEDY ON CONTRACTOR'S FAILURE TO INSURE :**

If the CONTRACTOR shall fail to effect and keep in force the insurance referred to in Clause 4.12, 4.14 and 4.15 hereof, or any other insurance which he may be required to effect under the terms of the Contract, then and in any such case the CLIENT may effect and keep in force any such insurance and pay such premiums as may be necessary for that purpose and from time to time deduct the amount so paid and any other expenses incurred by the CLIENT as aforesaid from any monies due or which may become due to the CONTRACTOR, or recover the same as a debt due from the CONTRACTOR. The CONTRACTOR shall however, be fully responsible for any consequences arising out of his failure to effect and keep in force the insurances irrespective of whether the CLIENT effects the insurance as above or not.

4.17 **ADMISSION TO SITE:**

- 4.17.1 The CONTRACTOR will not be permitted to enter (other than for inspection purposes) or take

possession of the site until instructed to do so by the CLIENT. The portion of the site to be occupied by the CONTRACTOR and the area of land allotted for the purpose of erection of temporary workshop, stores etc. will be clearly defined and or marked on the site plan, and the CONTRACTOR will on no account be allowed to extend his area of operations beyond these areas.

- 4.17.2 The CLIENT, Architect and their representatives shall at all reasonable times have free access to the works and/or the workshop, factories, or other places where materials are lying or from which they are being obtained and the CONTRACTOR shall give all necessary facilities to the CLIENT /Architect and /or his representative for inspection and examination and test of the materials and workmanship. No person unless authorized by the CLIENT / Architect except the representative of Public Authorities shall be allowed on the works at any time.
- 4.17.3 The officials of the CLIENT connected with the contract shall have the right of entry to the site at all times.
- 4.17.4 The CONTRACTOR shall provide if necessary, or if required on the site all temporary access thereto and shall alter, adopt and maintain the same as required from time to time and shall take up and clear away as and when no longer required and make all good as per directions of Project In-charge.
- 4.17.5 The CLIENT reserve the right to use the premises or any portion of the site for execution of any work not included in this contract which he may desire to have carried out by other persons, and the CONTRACTOR is to allow all reasonable facilities for the execution of such work but is not required to provide any plant, materials or labor for the execution of such work except by special arrangement with the CLIENT. It will be incumbent upon the CONTRACTOR to work in co-operation and co-ordination with any such agency / other Contractor engaged by the CLIENT for the execution of such work. It will be desirable that respective agencies / other Contractor do not create unjustified hindrances or cause any damage to each other works / assets. In case of any such delay or damage caused to the other agency / other Contractor work, then same shall be responsibility of the Agency / other Contractor, causing such delay / damage and would be required to directly settle the same with the affected Agency / other Contractor.
- 4.17.6 The CLIENT reserves the right of taking over any portion of the site, which he may require and the CONTRACTOR shall at his own expenses clear such portion forthwith.
- 4.17.7 Site is handed over to the CONTRACTOR only for execution of work, not for any other job and the possession of the CONTRACTOR is terminated at the completion of work or incase of foreclosure. (Payment of any i/c final bill notwithstanding).

4.18 **RIGHT OF INSPECTION**

The CLIENT and the Architect and /or their representatives concerned with the contract shall be entitled, at any time, to inspect, examine & test any materials intended to be used in or on the works, either on the site or at the Factory or workshop or other place where such materials are assembled, fabricated or manufactured or at any place(s) where these are lying or from which these are being obtained and the CONTRACTOR shall give facilities, as may be required, for inspection, examination, and for testing.

4.19 **TEMPORARY WORKSHOPS/STORES ETC.**

4.19.1 The CONTRACTOR shall during the progress of the works, provide, erect and maintain at his own expense temporary workshops and stores as required to the proper and efficient execution of the works execution of the works and storage of materials.

4.19.2 On completion of works the whole of such temporary buildings shall be cleared away and the site reinstated and left cleans to the entire satisfaction of the CLIENT and at the CONTRACTORS expense.

4.20 **NUISANCE:**

The CONTRACTOR will not at any time do, cause or permit any nuisance on the site or do anything which shall cause unnecessary disturbance or inconvenience to the owners, tenants or occupiers of other properties near the site and to the public in general. The CONTRACTOR shall at no stage allow any activities at site which are violation of law as applicable.

4.21 **WORKING HOURS**

For timely completion of work, CONTRACTOR, if required by the Project-in-Charge, shall work in two or three shifts without any extra payment. The normal working hours will be 8.30 A.M. to 5.30 P.M. However, if contractor wishes to work extra hours for completing the work schedule, he shall obtain permission from the CLIENT / Project in Charge for working extra hours. However, women will not be allowed to be working after 6 P.M.

4.22 **ENVIRONMENT & SAFETY:**

Refer Annexure B & C

4.23 **QUALITY & TESTING OF MATERIALS:**

4.23.1 The CONTRACTOR shall adopt all quality control measures as per directions of Project In-charge and as per established good practice and specification mentioned in contract.

4.23.2 All materials and equipment shall be new. All material, equipment and workmanship shall be of the respective character, quality or kind required by the Contract and in accordance with the Project-in-Charge's instructions and shall be subjected to such examinations, measurements or tests as the Contract shall require or as ordered by the Project-in-Charge or the Project-in-Charge's Representative at the place of manufacture, or at the Site, or at such other place or places as may be specified in the Contract, or at all or any such places.

The CONTRACTOR warrants to the CLIENT and the Project-in-Charge that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards may be considered defective. If required by the Project-in-charge, the CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials, equipment and completed work.

4.23.3 The CONTRACTOR shall provide such assistance, instruments, machines, labor and other facilities as may be necessary for examining, measuring or testing any Work and the quality,

weight or quantity of any material used and, before incorporation into the Works, shall supply for examining, measuring or testing such samples of materials as may be selected or required by Project-in-charge or the Project-in-charge's Representative.

- 4.23.4 The CONTRACTOR shall bear the expense and costs of any examination, measurement or test and of complying with the requirements of sub-clause 4.23.3, including without limitation any transportation costs and shall reimburse the CLIENT in respect of the costs of the Project-in-charge in attending such examination, measurement or test, if such examinations, measurements or tests and all repetitions thereof are clearly intended or provided for in the Contract.
- 4.23.5 If any examination, measurement or test not so intended or provided for in the Contract is ordered by the Project-in-charge or the Project-in-charge's Representative, then such expense and costs of such examination, measurement or test including those of the Project-in-charge's attendance shall be borne by the CONTRACTOR if the examination, measurement or test shows the materials or workmanship not to be in accordance with the Contract or with the Project-in-charge's instructions but otherwise such expense and costs shall be borne by the CLIENT and shall be valued in accordance with Clause 5.6.
- 4.23.6 In the event that any test shows that the CONTRACTOR has failed to comply with the requirements of the Contract or with the Project-in-charge's instructions in respect of materials or workmanship, the CONTRACTOR shall propose and carry out at his own expenses further or any other tests as the Project-in-charge may approve.
- 4.23.7 Sub-clauses 4.23.5 and 4.23.6 shall apply to any series of tests carried out on any part of the Works the results of which indicate that in the opinion of the Project-in-charge the CONTRACTOR has failed to comply with the requirements of the Contract or with the Project-in-charge's instructions in respect of materials or workmanship notwithstanding there being satisfactory individual tests included in any such series of tests.
- 4.23.8 The CLIENT shall be entitled to have tests carried out as specified in CPWD specifications/IS Codes for any materials supplied by the CONTRACTOR (other than those for which satisfactory proof has been furnished) at the cost of the CONTRACTOR and the CONTRACTOR shall provide at his expense all facilities which the CLIENT may require for the purpose. The cost of materials consumed as well as cost of testing from approved laboratory in tests shall be borne by the CONTRACTOR.
- 4.23.9 For checking setting out and testing materials at the Site the CONTRACTOR shall establish a fully manned laboratory at site wherein he provide the following minimum testing equipments:
- a) One theodolite with optical plumbing arrangement & tripod capable of reading to 20 seconds
 - b) Dumpy/Tilting level instrument.
 - c) Prismatic Compass
 - d) One level with horizontal circle and tripod.
 - e) Two metric leveling staffs not less than 3.5mtr high.
 - f) One 100 metre rust less steel band, one 30 metre rust less steel tape & two 30 metre linen tapes.
 - g) An adequate number of ranging rods drop arrows, wooden setting-out pegs, etc.

- h) Screw Gauge & Vernier caliper
 - i) Spirit levels, plumb bobs
 - j) Micro Meters
 - k) Thermometers
 - l) Hydraulic testing machines
 - m) Moisture meters
 - m) Complete sets of sieves
 - o) Oven
 - p) Compression Testing Machine for concrete and bricks
 - q) Slump testing apparatus
 - r) Sieve sets for testing of fine and coarse aggregate balance
 - s) Cube moulds – Minimum 12 nos.
 - t) Balance
 - u) Any other equipment as may be directed by the Engineer-In-charge
 - v) All such equipment shall be calibrated at specified frequency for accuracy at a Testing Facility approved by the Engineer in charge and calibration certificates will be submitted to the Engineer in charge.
- 4.23.10 The CONTRACTOR shall get other tests carried out at his own cost at approved laboratory as per the directions of the Engineer in charge.
- 4.23.11 The CONTRACTOR has to carry all the tests as required as per CPWD/IS stipulations.
- 4.23.12 The CONTRACTOR shall be required to submit samples of materials to be used in work & get the samples approved from the Engineer-in-charge. There after the entire material brought to site should be conforming to approved samples.
- 4.24 **REJECTION OF MATERIALS :**
- The CLIENT shall have full powers to reject/remove of any or all the materials brought to site by the CONTRACTOR which are not brand new and in accordance with the Contract specifications or does not conform in character or quality to sample approved by the CLIENT. In case of default on the part of the CONTRACTOR in removing rejected materials. The CLIENT shall be at liberty to have them removed by other means at the CONTRACTOR's expense and risk. The CLIENT shall have full powers to permit or to approve other materials to be substituted for rejected materials.
- 4.25 **SETTING OUT OF WORKS:**
- The CONTRACTOR shall set out the works and shall provide and fix all setting out apparatus required and solely be responsible for the true and perfect setting out the same and for the correctness of the positions, levels, dimensions and alignment of all parts thereof. The CONTRACTOR shall take in writing the approval of the Project-in-Charge for setting out the levels etc. before starting the work.
- 4.26 **PLANT EQUIPMENT AND FORM WORK:**
- The CCONTRACTOR shall at his own cost and expenses arrange all tools, plants, equipment

and transport required for the execution of the work. Certain Plants & materials as detailed below shall be treated as contractual & the CONTRACTOR shall be bound to bring these equipment/material in good working condition at site for proper working ensuring good finishing & workmanship and time bound execution of the work.

- 4.26.1 The CONTRACTOR shall mobilize the following shuttering material (if required)before commencement of work and during mobilization period.

Conditions	Item	Qty.
1	Shuttering plates/ ply for Slabs, beams & columns & Scaffolding	Materials sufficient to complete the structure.
2	Scaffolding for external finishing work.	Adequate scaffolding to be able to complete the work within stipulated time to be arranged as per the consultation with & direction of Project-in-charge.

4.26.2 **OTHER PLANT & EQUIPMENT**

In addition to above, the CONTRACTOR shall submit list of plants & equipment that he proposes to deploy for the project. The list as submitted shall be modified by the project-In-charge as per the site requirements of site and in consultation with the CONTRACTOR during the currency of the Contract. The mutually agreed list of plant/equipment shall form the part of the Contract and any failure of the CONTRACTOR to provide required equipment/plant shall evoke a suitable response from the CLIENT/Project-in-Charge.

- 4.26.3 All tools, plant and equipment brought to the site shall not be removed off from the site without the prior written approval of the Project-in -Charge. But whenever the works are finally completed or the Contract is terminated, the tenderer shall, forthwith, remove from the site all tools, plants and equipment, but ,before removal of tools, plants and equipment from site, he shall obtain clearance in writing from the. Project-in -Charge.

4.27 **CONTRACTOR'S SUPERVISION:**

- 4.27.1 The CONTRACTOR shall give all necessary personal superintendence during the execution of the works, and as long thereafter as the CLIENT may consider necessary until the expiration of the "Defect Liability Period".
- 4.27.2 Where the CONTRACTOR is not a qualified engineer or even if he is so qualified, he cannot, in the opinion of the CLIENT give his full personal attention to the works, he shall, at his own

expense employ any experienced engineering graduate as his accredited agent to supervise the works and receive instruction from the CLIENT. The employment of engineer as aforesaid shall be to the approval of the CLIENT who may verify his qualification and experience by referring original degree /diploma which shall be made available by the CONTRACTOR or the individual employed or proposed to be employed.

4.27.3 **Contractual Staff Deployment.**

The CONTRACTOR shall employ and keep on the works at all times efficient and competent staff to give necessary directives to his workers to execute works in safe and proper manner. The CONTRACTOR shall employ only such supervisors and workmen as are capable, careful, skilled in their trade and calling. Within 7 days of award of Contract, the CONTRACTOR shall submit staff deployment, verification by Project-In-charge & shall be mutually agreed to. The CONTRACTOR is also bound to provide the required numbers of experienced and qualified technical staff as per the schedule agreeable.

The penalties as decided by the Project-In-charge on the basis of agreed required staff as above not available at site for a particular month shall be actuated for that month & shall be irreversible.

4.27.4 Orders given to the CONTRACTOR or his accredited agent who will be nominated by the CONTRACTOR before commencement of work shall be considered to have the same force as, if they had given to the CONTRACTOR himself.

4.27.5 The CONTRACTOR or his agent shall be in attendance at the site during all working hours and shall supervise the execution of the works with such additional assistance in each trade as the CLIENT may consider necessary.

4.27.6 The CONTRACTOR or his accredited agent shall attend, when required and without making any charge for doing so, either at works site or at the office of the CLIENT / Architect / Consultant to receive instructions from the Architect or CLIENT.

4.28 **DISMISSAL OF CONTRACTOR'S EMPLOYEES:**

The CLIENT shall have full power and without giving any reason to direct the CONTRACTOR to immediately cease to employ in connection with this Contract any agent, servant of CONTRACTOR whose continued employment in his opinion is undesirable. The CONTRACTOR shall not be allowed any compensation on this account.

4.29 **CARE AND CUSTODY:**

4.29.1 The CONTRACTOR shall provide adequate security and barricading at the gate and all around the project premises for the purpose of ensuring that only authorized persons or materials shall enter or leave the work sites. The CONTRACTOR shall also make his own arrangement for protection and safety of his materials and equipments at site and CLIENT's materials and equipments in the custody of the CONTRACTOR.

4.29.2 The CONTRACTOR shall adhere to the system of entry and exit control as decided by Project-In- Charge in respect of all materials i.e. CONTRACTOR's own procured materials

as well as CLIENT's supply materials brought to the site or being taken out of the site.

4.29.3 Materials required for the works whether brought by the CONTRACTOR or supplied by the CLIENT shall be stored by the CONTRACTOR only at place and manner approved by the CLIENT, Storage and safe custody of materials shall be at the risk and the responsibility of the CONTRACTOR. The CONTRACTOR shall be liable for any loss or damage to such materials due to the neglect, theft or fire and shall make good the same at his cost and expense.

4.29.4 Where , in any running bill the CONTRACTOR has claimed payment and the CLIENT has included the value of any unfixed materials intended for incorporation in works, then these materials shall become the property of the CLIENT and they shall not be removed, except for use upon the works, without the written authority of the CLIENT.

4.30 **APPROVAL BY STAGES:**

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

4.31 **COVERING OF WORK:**

The CONTRACTOR shall give reasonable notice in writing to the Project-in-Charge whenever any work is to be permanently covered or concealed, whether by earth or other means and in default of so doing, shall, if required by the Engineer-in-Charge, uncover such work at his own expense to facilitate quality check as well as recording/ verification of measurements.

4.32 **VARIATIONS /ADDITIONAL/ALTERED /SUBSTITUTED ITEMS:**

No addition, alteration, omission or variation shall vitiate this Contract. In case the CLIENT thinks proper, at any time during the progress of the works, to make any alterations in or omission from the works or any alteration in the kind or quality of the materials to be issued therein, the Project-in-charge, shall give notice thereof in writing well in advance under his hand to the CONTRACTOR, the contractor shall alter, add to or omit from, as the case may require, in accordance with such notice. The value of such extra alteration, addition or omissions shall in all cases be determined by the CLIENT in accordance with the provision of Clause 5.6 hereof and the same shall be added to or deducted from the Contract amount accordingly, there shall be no limit to any such additions, alterations, omissions & variations which can be effected by the CLIENT to complete the work as per CLIENTs requirements.

4.33 **DEFECTIVE WORK:**

4.33.1 The Project-in-charge shall, during the progress of the works, have power to order in writing

from time to time the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the drawings and specifications or instructions, and CONTRACTOR shall forthwith carry out such order at his own cost with in the time specified by the CLIENT/or his representative. In case of defaults on the part of the CONTRACTOR to carry out the same with in specified time, all expense consequent thereon or incidental thereof, as certified by the CLIENT, shall be born by the CONTRACTOR or may be deducted by the CLIENT from any money due or that may become due to the CONTRACTOR against this Contract or any other contract with the CLIENT or from the Retention Money / Performance Guarantee with the CLIENT.

- 4.33.2 The CONTRACTOR is responsible and shall ensure that there is no leakage or seepage in roofs, ceilings, walls, or floors, basement, water tanks. The CONTRACTOR shall do the complete stage of work to the satisfaction of CLIENT. If these defects are not rectified in 15 days time then the CLIENT shall be at liberty to recover an amount equivalent to the cost of redoing the complete stage of work and recovery be affected from any money due or that may become due to the CONTRACTOR against this Contract or any other contract with the CLIENT or from his Retention Money /Performance Guarantee with the CLIENT.

4.34 **ORDERS UNDER THE CONTRACT:**

- 4.34.1 All directions, notices etc. to be given under the Contract shall be in writing, type script or printed and if sent by registered post to the last known place of abode or business of the CONTRACTOR shall be deemed to have been served on date when in the ordinary course of post it would have been delivered to him. This shall include telefax or Electronic mails

If the CONTRACTOR after receipt of written notice/Electronic mails from the Project-in-Charge requiring compliance, fails to comply within the time as specified by Project-in-charge with such further drawings and / or instructions, the CLIENT may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the CONTRACTOR by the CLIENT as a debt or may be deducted by him from any money due to /become due to the CONTRACTOR or from Retention Money and /or Performance Guarantee

4.35 **MEASUREMENTS**

The CONTRACTOR will be required to submit his monthly bills. On receipt of the bill, the same will be checked for its measurements/Quantities & Qualities for which the CONTRACTOR shall extend all required facilities & assistance .The authorized representative of the CONTRACTOR should be present for such joint measurement & should sign the same in token of his acceptance. In case the authorized representative does not make himself available at the time of record of such measurement, then the same will be checked & recorded by the Engineer-In-charge or his representative & the same shall be binding on the CONTRACTOR.

4.36 **RUNNING ACCOUNT PAYMENTS:**

4.36.1 Any certificate relating to work done or materials delivered may be modified or corrected by any subsequent running account certificates or by the final certificate and no certificate of the CLIENT supporting an advance payment shall by itself be a conclusive evidence that any work or materials to which it relates are in accordance with the Contract.

4.36.2 The Engineer-in-Charge shall have full authority, to reduce /part /withhold the rates of various items, if respective item is not upto the satisfaction or is yet to be completed at its own discretion in R/A as well as in final bill.

4.36.3 The contractor may submit monthly bills to the Project-in-Charge, but the amount of such bill should not be less than Rs.20.00 Lacs. Project-in-charge shall process the same for payment. Provisional payment to the extent of 75% shall be made within 10 days of receipt of bill, on certification by Project-in-Charge and balance 25% shall be paid within 30 days of receipt of bill, after due check and certification.

4.37 **RECOVERY FROM CONTRACTOR :**

- a) Whenever any claim for payment of a sum of money arises(s) out under this contract against the contractor, the contractor shall on demand, make the payment of the same or agree for affecting adjustment from any amounts due to him by the CLIENT. If however, he refuses or neglects to make the payments on demand or does not agree for affecting adjustment from any amount due to him. The CLIENT shall be entitled to withhold an amount not exceeding the amount of claim(s), from any sum then due or which at any time thereafter may become due to the contractor under this or any other sum due to the contractor from the CLIENT (which may be available with the CLIENT) or from the contractors Retention Money amount/Performance Guarantee and retain the same by way of lien till such time, payment is made by the CONTRACTOR or till the claim(s) is/are settled or adjudicated upon.
- b) It is an agreed condition of this Contract that the sum of money(s) withheld or retained as and by way of lien under this condition by the CLIENT, will be kept, withheld or retained as such by the CLIENT, till the claims arising out of or under / this Contract is settled or adjudicated upon and that the CONTRACTOR will have no claim for interest or damages whatsoever on any account in respect of such sum so withheld.
- c) Any amount due to the contractor under this Contract may be withheld by way of lien against any amount claimed which may at any time hereafter be claimed by the CLIENT from the CONTRACTOR on any account whatsoever, under this or any other contract between them and retained till the claim(s) is/are settled or adjudicated upon.

4.38 **DETERMINATION OF CONTRACT:**

4.38.1 The CLIENT may without prejudice to any other right or remedy which shall have occurred

or shall accrue thereafter to the CLIENT , cancel/determine the contract in part or whole in any of the following cases:

If CONTRACTOR:

- a) Being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any Insolvency act for the time being in force or made any conveyance or assignment of his effects or composition or arrangement for the benefits of his creditor or purport so to do or if any application be made under any insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him for and on behalf of his creditors, or,
- b) Being a company shall pass a resolution or the court shall make an order for the liquidation of its affairs or a receiver or manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the court or debenture holders to appoint a receiver or Manager, or,
- c) Assigns, transfers or sublets or attempts to assign transfer or sublet any portion of the works without the prior written approval of the CLIENT , or,
- d) Makes defaults in commencing the work within a reasonable time from the date of handing over of the site and continues in that state after reasonable notice from the CLIENT , or,
- e) In the opinion of the CLIENT at any time whether before or after the date or extended date for completion makes defaults in proceeding with the works with due diligence and continues in that state after reasonable notice from the CLIENT or,
- f) Fails to comply with any of the terms and conditions of the Contract after reasonable notice in writing with directions properly issued there under, or,
- g) Fails to clear the site on or before the date of completion.
- h) Fails to Complete the work as per Clause 4.41
- i) The CONTRACTOR repeatedly misses the completion of three stage cycle (Annexure-A).
- j) Delay by the CONTRACTOR, in Project in charge opinion, has accumulated to such an extent that it will be beyond the capacity of the CONTRACTOR to compensate in terms of works during the currency of the contract and extension there of shall harm the prestige of the CLIENT.
- k) Gross penalty exceeds 5% of the contract value.

4.38.2

When the CONTRACTOR has made himself liable for action under any of the cases as defined in para 4.38.1 the CLIENT /Project-In-charge may exercise his authority :

- a). To cancel /determine the contract after giving a notice in writing to the contractor. Upon

such determination, the Earnest Money Deposit, Security Deposit already recovered & Performance Guarantee under the CONTRACTOR shall be liable to be forfeited & shall be absolutely at the disposal of the CLIENT.

- b). The CLIENT shall have the authority to take up such whole or the balance unexecuted works, out of the hands of the CONTRACTOR after recording measurements of the work executed by the CONTRACTOR till that stage, after giving due notice & get the such left over work completed through any another contractor.

In the event of the above action taken by the CLIENT, the CONTRACTOR shall have no claim to compensation for any loss sustained by him by reasons of he is having purchased or procured any material or entered into any engagements or made any advances on account or with a view to the execution of the work or the Performance of the Contract. And incase action is taken under any of the provision aforesaid, the CONTRACTOR shall not be entitled to recover or to be paid any sum for any work thereof or actually performed under this Contract, unless & until the Engineer-In-charge has certified in writing the performance of such work & the value payable in respect their of & he shall only be entitled to be paid the value so certified.

4.39 **FORECLOSING OF WORK:**

4.39.1 If at any time, after the acceptance of the tenderer, the CLIENT shall, for any reason, whatsoever, not require the whole or any part of the works, to be carried out, the CLIENT shall give notice in writing of the fact to the CONTRACTOR, who shall have no claim to any payment of compensation or otherwise, whatsoever, on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosing of whole or part of the works.

4.39.2 The CONTRACTOR shall be paid at contract rates for the full amount of the executed works including such additional work e.g. Clearing of site etc. as may be rendered necessary by the said foreclosing. The CONTRACTOR shall be allowed a reasonable payment (as decided by the CLIENT) for any expenses sustained on account of labor and materials collected but which could not be utilized on the works.

4.40 **ADJUSTMENT OF TAX CONSEQUENT UPON 46TH AMENDEMENT OF CONSTITUTION:**

In case any fresh law or statutory rule or an order pursuant to the 46th Amendment to the constitution of India, comes in to force after the submission of tenders by which the CONTRACTOR has to pay payment of cess/ levies/ all new taxes or variation in applicable taxes (including sales tax) on completed cost of buildings and services and the CONTRACTOR necessarily and properly pays such tax and produces the valid records and documents, then he shall be reimbursed the amount in excess of his liabilities under the Contract.

4.40.1 Provided further that such payment, if any is not in the opinion of the CLIENT (whose decision shall be final and binding) attributable to delay in execution of work within the control of the CONTRACTOR.

- 4.40.2 Provided, however, the fresh law or rules or order, pursuant to said amendment to constitution, reduces the CONTRACTORs liability, under the Contract, the amount of such reduction shall be recovered from the CONTRACTOR.
- 4.40.3 Under the provisions of the sales tax act of the state Govt. deduction will be made as laid down in said Act, in running account payments, by CLIENT as applicable.
- 4.40.4 The CONTRACTOR will necessarily and properly keep all the records, documents and payments vouchers etc. for the purpose of tax assessment by concerned authority. Any claims for refund, if applicable, shall be filed by the CONTRACTOR directly with the Sales Tax Authority.

Accordingly the CONTRACTOR is deemed to have accounted for the element of sales tax / other taxes / levies / Cess etc. on all the quoted rates / amounts under this Contract.

4.41 **WORK PROGRESS, DELAYS, EXTENSION OF TIME & PENALTIES:**

The time allowed for execution and completion of the works or stage of the works as specified in the Contract, shall be the essence of the Contract on the part of the CONTRACTOR. Subject to any requirement in the Contract as to completion of the any portion or portions of the works comprised in the Contract, the CONTRACTOR shall fully & finally complete the works by the date stipulated in the Contract or extended date in accordance with the Contract.

In order to avoid last minute accumulation of work, for its smooth & planned execution, the CONTRACTOR shall submit the schedule of execution of construction activities (programme) in the following format, within 15 days of acceptance of the Contract.

- a) A bar chart of activities with quantities in Microsoft Excel.
- b) A progressive bar chart on MS-Project/Primavera showing detailed activities and critical path etc.

The programme submitted by the CONTRACTOR shall be verified by the Project In charge & deemed to be frozen for the assessment of progress during the currency of the Contract as baseline programme. The acceptance of this programme shall form basis for release of second stage of Mobilization Advance.

The CONTRACTOR shall propose completion of stages of the following activities in the programme, to be jointly agreed by the CLIENT as well as the CONTRACTOR before the commencement of the project.

- i) R.C.C
- ii) Bricks/Block work
- iii) Internal Finishing
- iv) External Finishing
- v) Flooring
- vi) Door / Window
- vii) Handing over. (to be fixed on unit basis in Group Housing/ independent floors, floor basis

in Commercial Complex & room basis in Hotels).

Stages of completion should be in the form of mile-stones i.e. completion of basement, completion of ground & first floor & so on etc. & to be monitored on monthly basis on the monthly progress report submitted by the CONTRACTOR. Any penalty will be levied on subsequent Running bill based on “Annexure A”. The details of monthly progress report have been described in sub-clause 4.41.8. However, it may herein be noted that whatever be the requirements of stage(s), certain works on which commencement & progress of other agencies depends, to be taken up & finished on priority basis. The target dates for these activities should be submitted to the CLIENT within 15 days of acceptance of Contract. The CONTRACTOR shall suitably modify the targets to accommodate completion of such work(s) in the programmed accordingly subject to approval of Project-in-charge.

4.41.1 **DELAY BY THE CONTRACTOR**

As soon as it becomes apparent to the CONTRACTOR that the portion of the work or stage can not be completed in the stipulated time due to unforeseen circumstances, the CONTRACTOR shall forthwith inform the Project In charge 15 days in advance with the reason(s) for delay & the extra time required for the completion of that part or the stage. In case the CONTRACTOR fails to apply in time, Project-In-charge, shall be justified to hold that such delay is only due to the CONTRACTOR’s failure & shall take further action. Lack of labor supply, non-availability of materials, rainy day or rainy season, winter or foggy day & festivals shall not form the basis of delay or time extension and shall be rejected. The CONTRACTOR shall mobilize sufficient resources in advance to cope up with the time loss pertaining to these factors.

4.41.2 **DELAY NOT DUE TO CLIENT/THE CONTRACTOR**

If the completion of the whole works (or part thereof), is likely to be delayed on account of:

- a) Any force majeure event i.e. War, Riots, Earthquake etc.
- b) Delay on part of other CONTRACTOR or other parties engaged directly by the CLIENT, on whose progress the performance of the CONTRACTOR necessarily depends.
- c) Any order of the Court.
- d) Any other event or occurrence, which according to Project-In-charge is not due to the CONTRACTOR’s failure or fault and is beyond his control.
The Project In charge may grant such extension in period of completion of stage(s)/work, as in his opinion is reasonable.

4.41.3 **DELAY DUE TO THE CLIENT**

In the event of any failure or delay by CLIENT or the Engineer-in Charge, to handover to the CONTRACTOR the possession of site necessary for execution of works, or any part of the works if different dates for handing over the site for different works have been indicated in Contract, or to give necessary notice to commence the works, or to provide necessary drawings or instruction or clarifications or to supply any material, plant or machinery, which under the Contract, is the responsibility of the CLIENT, then such failure or delay, shall in no way effect

or vitiate the Contract or alter the character thereof ; the Project-In-charge shall grant such extension or extensions of time to complete the work, as in his opinion is/are reasonable.

4.41.4 **EXTENSION DUE TO MODIFICATIONS**

If any modification ordered by Project-In-charge or site condition encountered are such, that in the opinion of the Project-In-charge, the magnitude of the work has increased, then such extension of stipulated date of completion or stage(s) may be granted, as shall appear to the Project-In-charge to be reasonable.

4.41.5 **TIME TO CONTINUE TO BE ESSENCE OF CONTRACT**

Unless otherwise mentioned the time period of completion of the work is extended based on conditions in clauses 4.41.2, 4.41.3 & 4.41.4, no extension in the completion period will be granted & clause pertaining to penalty i.e. clause 7.3 shall come into force for not complying with the date of completion of project.

Notwithstanding grant of extension of time under any of the sub-clauses mentioned here in, time shall continue to be the essence of contract on the part of the CONTRACTOR.

4.41.6 **PROJECT-INCHARGE DECISION ON PENALTY DEDUCTED SHALL BE FINAL**

The decision of Project-In-charge on the penalty deducted from the CONTRACTOR under this clause shall be final & binding

4.41.7 **PROGRESS REPORTS**

The CONTRACTOR shall report progress of the work on fortnightly as well as monthly basis

(A) Fortnightly Progress reports

The CONTRACTOR must submit the following details to CLIENT in writing fortnightly on approved Performa

- a) Number of men employed by trades.
- b) Nos. of major equipment deployed.
- c) Progress achieved.
- d) Site safety inspection checklist

(B) Monthly progress reports & penalties

The monthly progress report shall include

- a) Number of men employed by trades.
- b) Nos. of major equipment deployed.
- c) Shuttering materials details.
- d) QC & safety & Environmental reports .
- e) Updated base line programme.
- f) Progress in terms of quantities.

- g) Up to date photographs.
- h) 30 days as well as quarterly client supply materials requirements.
- i) Financial progress graphs.

Monthly progress should reach Project-In-charge office by the end of month & shall form basis for calculation of penalty as stipulated in “Annexure A”. The decision pertaining to completion of activity and stages shall be the prerogative of Project-In-charge & shall be final & binding. The penalties shall be reflected in the RA bill for that month/stage. Physical photographs, quantities and time schedule based programme shall form the basis of determining status of the activities or stages. In no case cut off date of completion of activity/stage shall be allowed to change except for reason(s) as detailed in paragraphs above.

4.42

PHOTOGRAPHS

CONTRACTOR shall supply sufficient numbers of photographs of work at his cost to demonstrate the progress where necessary as directed by Project in Charge.

4.43

SURPLUS MATERIAL

Whenever, the works are finally completed, and advance, if any, in respect of any such materials, is fully recovered, the CONTRACTOR shall, at his own expense, forthwith, remove, from the site, all surplus materials, arranged by him. Before removal of such stores from site, he shall obtain clearance in writing from the CLIENT.

4.44

DISPUTE:

All disputes and difference arising out or in connection with the contract whether during the progress of work or after completion, shall be referred to and settled by Arbitration by two Arbitrators, one to be nominated by the CONTRACTOR and one to be nominated by the CLIENT. In the event of the Arbitrators disagreeing, it shall be referred to an Umpire to be nominated by the two Arbitrators before proceeding with the Arbitration. The decision of the Umpire shall, however, be final and binding on both the parties. For the purpose of this clause, the provisions of the Indian Arbitration Act, 1996, with the relevant amendments shall be applicable.

5.0**COMMERCIAL TERMS :
CONTRACT PRICE:**

5.1	Contract Price shall be the sum of	:	Rs.
	Rebate	:	Rs. (-)
	Total	:	Rs. _____

(NOT TO BE FILLED UP AT BIDDING STAGE)

5.1.1

Contract Price is inclusive of the cost of the following but not limited to.

- 5.1.2 Construction including the provisions of all necessary Construction Equipment.
- 5.1.3 All huts, stores and accommodation for CONTRACTOR's staff and workmen and Project Manager's office.
- 5.1.4 Suitable storage facilities for the CONTRACTOR's/the CLIENT's equipment and materials including the provision of covered sheds for storage of materials.
- 5.1.5 Transportation, other duties and taxes, clearing and forwarding, loading/unloading/ stacking/ storage upto and at site of all materials required for work.

5.2 **WATER & ELECTRICITY:**

- 5.2.1 The CONTRACTOR shall make his own arrangements for Water and electricity at site. Nothing extra shall be payable for this.
- 5.2.2 The CONTRACTOR should quote for complete work. The quoted price should include all taxes, levies, cess, duties ,octroi, royalties, excise, freight etc. as indicated in clause.

5.3 **TAXES AND DUTIES:**

5.3.1 **CONTRACTOR TO BE LIABLE FOR ALL TAXES ETC:**

The rates specified in Schedule of Items shall be inclusive of sales tax, cess, turnover tax, WCT, Service Tax or any other taxes, toll, customs duty of any kind, fees, octroi, royalties etc.

- 5.3.2 Rates quoted shall include payment of royalties and any other statutory levies for obtaining moorum, sand aggregate, stones, earth etc. Nothing extra shall be paid to CONTRACTOR in this account if any revision occurs during the period of Contract.

5.3.3 **INCOME TAX:**

Income Tax at the prevailing rate on the gross amount billed as may be permitted/required under Income Tax Act, of 1961, as amended from time to time, shall be deducted from the bills payable to CONTRACTOR.

5.4 **NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK TO BE CARRIED OUT:**

If at any time after commencement of work, the CLIENT shall for any reason whatsoever not require the whole work thereof as specified to be carried out, the CLIENT shall give notice in writing of that fact to the CONTRACTOR who shall have no claim of any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the execution of work in full but which he did not derive in consequence of the full amount of work not having been carried out. The CONTRACTOR shall not have any claim for compensation by reasons of any alterations having been made to original specifications, drawing and instructions which shall invoice any curtailment of work /or increase in work as originally contemplated.

5.5 **QUOTED RATES:**

The rates shall be deemed to allow for all minor extras and constructional details which are not specifically shown in the drawings or given in the specifications but are essential in the opinion of the CLIENT for execution of work to conform to latest C.P.W.D. Specifications, I.S. Codes and to good workmanship and sound engineering practice. The CLIENT reserves the right to make any minor change during execution of work without any extra payment.

5.5.1 The CLIENT's decision to classify any item under 'Minor Changes' 'Minor Extras' and 'Constructional details' shall be final conclusive and binding on the CONTRACTOR.

5.5.2 The CONTRACTOR must quote keeping in full view the requirements. Except where, it has been clearly stated that extra shall be paid, it is to be understood that nothing extra shall be paid even though it may not have been specifically pointed out that nothing extra shall be paid. Therefore, the rates to be quoted in the Schedule of Items by the CONTRACTOR are to be fully inclusive of the value of work described under several items including all costs and expenses which may be required in and for the construction of work described together with all taxes, general risks, liabilities and obligations (e.g. temporary buildings, fencing, watch and ward lighting, insurance and the like) and the prices are also to be inclusive of all labor, materials, plants, equipment, hoists, tackles, scaffoldings, sundries etc. as may be necessary for full and entire completion of work.

5.5.3 The judgment of the CLIENT for determining the category of an item not mentioned in the schedule of items shall be final and binding on the CONTRACTOR.

5.6 **EXTRA /SUBSTITUTED ITEMS:**

If the altered /additional or substituted work required to be executed as per the CLIENT's requirement for item of which there are no established rates in Schedule of Items, the same shall be payable as per the provisions stated hereunder:

5.6.1 As far as possible rates for such items shall be worked out from agreed Schedule of Items on pro-rata basis.

5.6.2 In respect of those items, where the basic rate of material is indicated in the description of items, the CONTRACTOR should quote its rate assuming that indicated basic rate is the prevailing market rate of that particular material. However such rates would be suitably modified on the basis of actual market rate of the material which shall be procured and provided by the CONTRACTOR.

5.6.3 The rate will be modified only by taking into cognizance, the difference in the rate of material as indicated in the item and corresponding market rate of that material including wastage & the CONTRACTOR's profit, whereas all other parameter constituting that rate will remain unchanged.

5.6.4 If it is not possible to work out such rates, the CONTRACTOR shall be paid on the basis of labor cost, cost of material used excluding cost of materials being supplied by the CLIENT, water & electricity @ 2.5% plus 15% (fifteen percent) to cover the CONTRACTOR's profit, supervision, overheads/ establishment, tools/plant/machinery, sundries and contingencies. Only

work contract tax, service tax shall be paid extra (as per rule). The CLIENT's decision regarding labor and material cost shall be final and binding on the CONTRACTOR.

5.7 **EMERGENCY WORK:**

Emergency works means, any urgent measures which, in the opinion of the CLIENT, become necessary during the progress of the works to obviate any risk of accident or failure or which become necessary for security, or rectifications to essential services during the defects liability period. If any Emergency works become necessary and the CONTRACTOR is unable or unwilling at once to carry them out, the Project- in -Charge shall advise and assist the CLIENT in getting these works carried out by any other agency at the Risk and cost of the CONTRACTOR. All expenses incurred on these works shall be recoverable from the CONTRACTOR and if necessary be set off against any sum payable to him under this Contract or any other contract with the CLIENT.

5.8 **VARIATION IN QUANTITIES AS WELL AS CONTRACT AMOUNT**

The CLIENT/Project-in-Charge shall order any variation to any part of the Works that is necessary for the completion of the Works and shall have the power to order any variation that for any other reason shall in his opinion be desirable for or to achieve the satisfactory completion and functioning of the Works. Such variation can be ordered to any limit and may include:

additions, omissions, substitutions, alternations, changes in quality, form, character, kind, position, dimension, level or line; changes to any sequence, method or timing of construction specified in the Contract , and changes to the Site or entrance to and exit from the Site to any extent.

No variation shall be made by the CONTRACTOR without an order in writing by the Project-in-Charge. No variation shall in any way vitiate or invalidate the Contract but the value of all such variations shall be taken into account in ascertaining the Final Contract Sum.

6.0 **TERMS OF PAYMENT:**

The preferred payment terms are as under:

6.1 **PERFORMANCE SECURITY/GUARANTEE**

The CONTRACTOR shall provide at its own cost and expense interest free performance guarantee to the CLIENT for due and faithful performance of the Contract for an amount equivalent to a percentage of the Contract Sum, as provided in the Appendix to the Tender, in cash or by an Irrevocable Performance Bank Guarantee on the proforma as approved by CLIENT from any Scheduled Commercial Bank in favor of the CLIENT. The Performance Bank Guarantee so submitted shall be valid till for 60 days after the stipulated / extended date of completion of the Works. In the event the Performance Bank Guarantee is required to be extended for any reason whatsoever, the CONTRACTOR shall arrange to extend the Performance Bank Guarantee at least 15 days prior to the expiry of the existing Performance Bank Guarantee. The said performance security deposit/ Performance Bank Guarantee shall be submitted by the CONTRACTOR within 7 days of the issue of Letter of Intent or at the time of

signing of the Contract whichever is earlier.

The CLIENT shall make a claim under the performance security:

- i) if the CONTRACTOR fails to extend the validity of the performance security in case of extension of completion time or where otherwise required;
- ii) If the CONTRACTOR fails to pay the CLIENT an amount due under the Contract;
- iii) If the CONTRACTOR fails to remove a defect in the Work/part thereof executed by it, within 30 days after receiving the notice of the CLIENT requiring the defect to be remedied
- iv) In circumstances which entitle the CLIENT to terminate the Contract, irrespective of whether notice of the termination has been given;
- v) In the event of the CONTRACTOR committing a breach of the Contract.

The said guarantee or deposit sum shall be released or repaid to the CONTRACTOR within 60 days of practical completion of the work as per the satisfaction of Project In-charge.

6.2 **MOBILIZATION ADVANCE:**

10% of contract price shall be paid as Mobilization Advance in two installments, against irrevocable Bank Guarantee of equal amount. First installment of 5% with the Letter of Award and second installment of 5% within 15 days after submitting the construction programme as per Clause 4.41 and on obtaining satisfactory report of mobilization till that day by Project-in-Charge. The Mobilization Advance shall be recovered from 2nd RA bills in such a manner that the total advance is recovered when 80% of the Contract value gets paid.

- 6.2.1 Delay, if any, in payment of mobilization advance for any reason shall not extend the period of the CONTRACTOR nor shall be a cause for any claim.

6.3 **RETENTION MONEY:**

Retention Money equivalent to 5% of work done shall be deducted from each R A / final bills. Earnest money deposited by the CONTRACTOR shall be adjusted against the Retention money. However, the same can be released during this period against the submission of an irrevocable Bank Guarantee of equal amount in favor of SHRI RAM COLLEGE OF COMMERCE., valid upto the maintenance period of 12 months.

6.4 **SECURED ADVANCE:**

Secured Advance equivalent to 75% of the cost of purchase of materials of non perishable nature required for actual execution of work and actually brought to site by the CONTRACTOR & accepted by the CLIENT shall be paid on submission of vouchers. The Secured Advance shall not exceed 60% of the quoted rates. The CONTRACTOR shall furnish all original documents required by Project-in-Charge to determine the value of material.

6.4.1 The Secured Advance paid shall be recovered from payment of respective R.A.Bills only for those materials which are incorporated in the work under process.

6.4.2 The materials for which secured advance has been paid shall be consumed within 6 (six) months of such advances are paid.

6.5 **RUNNING BILLS**

The CONTRACTOR shall submit three duly signed copies of the monthly bills of the work executed during the previous months to the Project-in-Charge after the end of the month. Provisional payment for monthly bill shall be made to the extent of 75% within 10 days of receipt of bill, on certification by Project n-Charge and balance 25% shall be paid within 30 days of receipt of bill, after due check and certification. However, no monthly bill shall be considered for payment if the value of work done during the month is less than Rs.5.00 Lakhs (Rupees Five lakhs).

6.6 **ESCALATION:**

Escalation shall be paid over materials based on whole sale price index and over labor based on minimum wages act as per the formula given below:

$$V_m = 0.40 \times W (CI - Co) / Co$$

$$VI = 0.30 \times W (LI - Lo) / Lo$$

Where as :

W : Gross work done during the period under reckoning.

V_m : Variation in material cost i.e. increase or decrease in the amount in Rs. to be paid or recovered.

VI : Variation in labour cost i.e. increase or decrease in the amount in Rs to be paid or recovered.

CI : All India whole sale price index for all commodities as published by RBI for the period under reckoning.

Co : Same as above but in the month in which price bids are opened.

Lo : Minimum labor wages for (Delhi) in the month in which price bids are opened.

LI : Revised minimum labor wages for (Delhi) as per Govt. Notifications for the period under reckoning.

6.7 **FINAL BILL:**

The final bill complete in all respects including material reconciliation statement, test certificates, (wherever applicable) etc. shall be submitted by CONTRACTOR within 1 (One) months of issue of Certificate of Completion, Failing which Project-In-charge shall records its own measurements including material reconciliation and total amount payable for the work

accordingly shall be binding on the CONTRACTOR. No further claims shall be made by CONTRACT after submission of the final bill or his failure to submit final bill within one months of certification of completion. Claims put up by the CONTRACTOR after these shall be deemed to have been waived and extinguished and hence shall not be considered.

7.0 **COMPLETION AND DELAY**

7.1 **TIME FOR COMPLETION**

The Works and any Section thereof shall be completed within 8 (Eight) Months as stated in the Appendix to Tender, calculated from and including the date for commencement notified by the Project-in-Charge in accordance with Clause 4.6 or such extended time as may be determined in accordance with Clause 4.41. Time shall be considered of essence to the

Contract and delays, if any, shall be considered very seriously and a serious and material breach of the Contract by the CONTRACTOR.

7.2 **EXTENSION OF TIME:**

Refer clause 4.41

7.3 **AGREED IMPOSITION OF PENALTY ON LATE COMPLETION / OTHER DEFAULTS OF CONTRACTOR:-**

7.3.1 In case of delay in completion of work, CLIENT / Project-in-Charge shall impose penalty at the rate of 0.5% (one half percent of the Contract Price) for each week of delay or part thereof subject to maximum of 5% (five percent) of the Contract Price.

7.3.2 CLIENT / Project-in-Charge shall impose penalty upon the contractor in case of any violation by contractor in respect of safety, security, labor welfare measures or any other obligations under the Contract. The quantum and duration / frequency of such penalty shall be decided by CLIENT / Project-in-Charge whose decision shall be final.

7.4 **CERTIFICATION OF COMPLETION**

Immediately after completion of the work or a part of a work for which a separate period of completion has been mentioned in the Contract, the CONTRACTOR shall give notice thereof to the CLIENT. The work shall be completed to the entire satisfaction of the CLIENT. If satisfied the CLIENT shall issue certificate of completion for the particular phase of work or the Contract as a whole as the case may be.

If however the work is progressing distinctly slowly without any justification, the CLIENT at his sole discretion may allow the work to progress. The RA payments will be made only to the extent of the cash flow necessary for the physical completion of work, notwithstanding the provisions of security deposit.

The CLIENT reserves the right to enforce the penalty clause to be levied in these cases and at any stage of construction.

In the case of groups of items of works for which separate period of completion are not mentioned in Contract, the CLIENT may take over from the CONTRACTOR such individual items as are completed to the satisfaction of the CLIENT before the completion of the particular phase or the Contract, but for all purpose of the Contract; such as extension of time, compensation for delay, the completion of the phase or complete contract as applicable shall be taken into account.

The works shall not be considered as completed unless the CLIENT has certified in writing that they have been accepted, and then defects liability period as mentioned in Clause 7.5 shall commence from the date certified by the CLIENT as date of completion.

Whenever, the works are finally completed, and advance, if any, in respect of any such materials, is fully recovered, the CONTRACTOR shall, at his own expense, forthwith, remove, from the site, all surplus materials, arranged by him. Before removal of such stores from site, the CONTRACTOR shall obtain clearance in writing from the CLIENT.

7.5 DEFECTES LIABILITY PERIOD

- 7.5.1
- i) Defects liability period shall be Twelve calendar months after total completion of the works as certified under clause 7.4. except for water proofing, Expansion Joints and Anti termite treatment work. Any defects in material or workmanship observed in the entire work during execution of work or within defect liability period shall be notified in writing by the CLIENT to the CONTRACTOR and shall be rectified by him at his own cost within time as specified by CLIENT.
 - ii) For Waterproofing, Expansion Joints and Anti Termite Treatment works , the defect liability period shall be 10 (Ten) years from date of completion of all these works as certified .All Waterproofing ,Expansion Joints and Anti Termite Treatment works shall be guaranteed for no leakage for a period of ten years on a guarantee bond (in approved format) signed by the CONTRACTOR.
 - iii) To facilitate prompt attention to the defects, the CONTRACTOR shall keep a team of tradesmen like Masons, Plasterers, Carpenters, Plumbers, Fitters and Labors covering all trades along with necessary materials and spares. A supervisor will also be available along with the maintenance team to take instructions from the CLIENT. The maintenance team will be available through out the defects liability period. The composition of the tradesmen will vary according to the nature of recurring defects noticed in the buildings.
 - iv) In case of default the CLIENT may employ any other person to rectify or make good such defects. All expense consequent thereon or incidental thereto shall be born by the CONTRACTOR and shall be recoverable from him by the CLIENT and shall deducted form R/A bills/ Final bill /Retention Money/Performance Guarantee against this Contract or any other contract with the CLIENT.
- 7.5.2 Should any defective works have been done or material supplied by any sub contractor employed by the CONTRACTOR, the CONTRACTOR shall be liable to make good in the same manner as if such work or material has been done or supplied by the CONTRACTOR

himself. The CONTRACTOR shall remain liable under the provisions of this clause notwithstanding the signing by the Architect/ Project-in-charge of any certificate or passing any account.

8. **PRINCIPAL-TO-PRINCIPAL BASIS:**

Notwithstanding anything contained herein or any of the documents referred to hereof, it is expressly agreed and understood that the transaction between the CLIENT and the CONTRACTOR shall always be on a principal-to-principal basis and that neither party shall be deemed to be the agent of the other and that this Contract shall always be construed accordingly.

9. **SUPPLY OF MATERIALS:**

a) No material will be supplied by the CLIENT.

10.0 **TECHNICAL SPECIFICATIONS:**

10.1 The works shall be executed as per provisions of CPWD Specifications, relevant IS Codes and / or as specified elsewhere in the tender documents and/or as per direction of Project- In-Charge.

10.2 **Sample Testing**

The Project-in-Charge may direct to Conduct Sampling & Testing as per requirement of CPWD Specifications, and/or relevant IS Codes as and when felt necessary.

11 **SPECIFIC NOTES**

11.1 The labor camps shall be established by the CONTRACTOR within ASHIMORI Project premises at his own risk and cost. Nothing extra shall be payable on this account.

11.2 The CONTRACTOR should be registered with P.F., Labor, Sales Tax Deptts, Service Tax & Building & other construction workers (Regulation of Employment and conditions of Service) Act 1996 and any other applicable Acts / Laws. The CONTRACTOR shall indemnify the CLIENT against any default in fulfilling above said statutory obligations to be followed during execution of work.

11.3 Labor Law

i) The CONTRACTOR shall obtain necessary license from licensing authority under the latest Contract labor (Regulations & Abolition) Act & Central rules made there under and produce the same to Project-in-Charge before the start of the job. The CONTRACTOR shall also comply with all obligations under the said Acts/Rules as well as other applicable labor laws.

- ii) The provisions of latest EPF & MP Act and the Rules /Scheme there under shall be applicable to the eligible contractor and his eligible employees to be engaged for this job. The CONTRACTOR shall furnish the Code Number allotted by EPFO (Employees Provident Fund Organization) Authority to the Project-in-Charge.
 - iii) The CONTRACTOR shall comply with all the provision of “The Building & other Construction workers (Regulation of Employment & condition of Service)Act 1996 & various rules & Regulations Intacted by the respective Government in Compliance of this Act.
 - iv) Any other Act/Rules /Regulations enacted by the Central /State Government or any other Competent Authority as may be applicable for the execution of such works and labor employed on such works.
- 11.4 The CONTRACTOR will ensure that all personnel working for him at site including labor both male & female shall wear safety helmets as per color codification approved by Project-in-Charge.
- 11.5 Safety nets to be provided for all openings as well as for external scaffolding by the Contractor at the CONTRACTORS’ own cost.
- 11.6 The CONTRACTOR has to make adequate arrangements for mechanical equipment’s to ensure completion of work within the Contract schedule. The CLIENT shall not be responsible for any breakdown/load shedding of power supply by State Electricity Board. Alternative arrangements of mechanical equipment’s / D.G. set of required capacity shall be made by the CONTRACTOR at his own cost and nothing extra shall be payable on this account.
- 11.7 In addition to all taxes and any other levy, cess imposed by any statutory body/ Govt. duties, the rates would be presumed to be inclusive of sales tax on works/turnover tax for which a deduction at rates prescribed by Government from the gross value of the work/bill shall be made at source from bills. Any variation shall be adjusted accordingly.
- 11.8 Any malba / Scrap generated during the period of construction shall be disposed off by the CONTRACTOR at his own risk & cost. Nothing extra shall be payable on this account. The malba shall not be thrown from the floors but shall be removed through trolleys/skip hoist/G.I. chute and disposed off by mechanical transport, outside the project site as directed by project-in-charge. Nothing extra shall be paid for G.I. Chute /Skip hoist, trolleys etc.
- 11.9 Only steel props centering and scaffolding will be allowed. No ballies or timber props shall be permitted. 100% double scaffolding along the entire perimeter /external area of the building) shall be arranged by the CONTRACTOR at his own cost before start of work..
- 11.10 The CONTRACTOR shall confirm in writing to bring adequate quantity of good quality shuttering of ply/steel along with necessary centering, scaffolding & supporting material additional shuttering material for scheduled project completion in time shall also be got by the contractor as and when required. The CONTRACTOR shall submit a complete shuttering plan and system for approval before starting the work.
- 11.11 Safety and Environment rules/standards shall be read separately as they shall be strictly

- followed at site.
- 11.12 The rates shall hold good for all heights, depths, leads, lift etc. including of cost of scaffolding etc. and nothing extra shall be payable on any account. Unless otherwise mentioned in the item description of BOQ.
- 11.13 Shop Drawings for tiling work, counters, marble stone flooring, stone work in and external façade, lift lobbies form work etc. shall be submitted and got approved before the respective work is started.
- 11.14 The plumb tolerance in structure shall not exceed ± 25 mm.
- 11.15 The CONTRACTOR shall be responsible for liberal curing of brick work, concrete work, plaster etc. at least for 7 days. Any slackness on this account will be viewed very seriously and if the opinion of the CLIENT which shall be final, any damage is caused to work it would be got dismantled and shall have to be redone by the CONTRACTOR at his own cost. Nothing extra shall be entertained on this account.
- 11.16 The CONTRACTOR would require to set up dedicated Batching plant for concrete at site of minimum capacity 30 Cum/Hr, Transit Mixers, Concrete Pumps etc.
- 11.17 The CONTRACTOR shall submit his mix designs for the concrete to be produced by dedicated batch mixing plant & used in various components of the structure for approval of the Project-in-charge and /or our consultants. Whenever there is any change in the source of materials, the mix shall be redesigned & again submitted for approval.
- 11.18 Water Proofing work, Expansion Joints & Anti Termite Treatment or any other specialized Jobs shall be executed by specialized agency. The CONTRACTOR has to submit the profile of the sub contactors for their approval. The CLIENT has the right to reject the agency submitted by the CONTRACTOR if not found competent in the opinion of the CLIENT.
- 11.19 The CLIENT/Project-in-Charge reserves the right to impose any penalty or take any other action against the CONTRACTOR for any of the violation committed by the CONTRACTOR as provided herein, or elsewhere, in the Contract. The Decision of the CLIENT /Project-in-Charge to impose of such action and /or any such penalty, its quantum, duration or frequency shall be final.

Annexure A

Target for each activity shall be fixed & shall be assessed at the end of each month based on the updated baseline programme, if the CONTRACTOR fails to complete the said activity (or stage) by stipulated time; he shall be given a 30 days time to make up the short fall without disturbing the other targets. The activity/stage shall be assessed after that period and if the CONTRACTOR fails to make up the backlog, an amount equal to the 0.5% of the corresponding Bill value shall be put on hold from his next running bill. The reassessment of the same activity/stage shall be made after further 30 days & even after completion of two months in running, if the CONTRACTOR is unable to finish the activity/stage to the satisfaction of Project-in-Charge, a penalty equal to 0.5% of the Bill value (withheld earlier) shall be deducted from his next Running Account Bill subject to maximum of 5% of Contract value. This process shall be applied to all activities & penalty imposed if the CONTRACTOR fails to complete the desired activity after two months in running. However the time of completion of the entire project shall remain unchanged unless modified under sub clauses 4.41.2, 4.41.3 and 4.41.4.

ANNEXURE- B**SAFETY MEASURES TO BE TAKEN AT SITE**1. **General**

The CONTRACTOR will ensure that all workers, artisans, tradesmen employed by him, or his Sub-Contractors and further down the chain, (here after referred to as *Workers*) shall at all times work in a safe manner, as specified by the Central Government in *Building and Other Construction Workers (Regulation of Employment & Conditions of Service) Rules – 1998*, and by Rajasthan Government in Rajasthan *Building and Other Construction Workers (Regulation of Employment & Conditions of Service) Rules, 2005*, here after referred to as *Building Rules*. The CONTRACTOR will also ensure that no *worker* at any time does any thing which could be dangerous to him self, to other *workers*, or other persons including general public present in the area or in the vicinity there of.

- 1.1 The CONTRACTOR shall be responsible for all injury and damage to persons, animals or works which may arise from the operation or neglect of himself or of any nominated Sub-Contractor's employees whether such injury or damage arise from unsafe acts, conditions, accident or any other cause what-so-ever in any way connected with carrying out his contract, except acts of nature like floods, storms and earth quakes.
- 1.2 The CONTRACTOR will arrange for a copy of all relevant Statutory Rules and a Hindi translation there of, to be made available at the Site, at all times for ease of reference by all concerned, including operators.
- 1.3 The Project-In-charge (PI) shall have the right to order removal and replacement of any material, equipment, person or other works considered unsafe by him.
- 1.4 The CONTRACTOR shall be assumed to have taken into consideration all expenses to be incurred by him, including those for the safety, plant, equipment, machinery, work, safety and health of the workers.
- 1.6 The CONTRACTOR shall ensure that sufficient standby equipment like pumping sets, generating sets, fire fighting equipment, personal protective equipment and their spares are always available at the site, so that the safety of *workers*, general public and others is not jeopardized at any time. The Project Engineer of the CONTRACTOR (PE) shall have sufficient authority to procure such requisite equipment in case of emergency, without any immediate reference to his superiors.
- 1.7 Use of any type of intoxicants shall be strictly forbidden at the site. Defaulters, if any, shall be liable to be immediately removed from the Site. A serious view shall be taken of such cases, by all concerned and heavy penalties imposed in cases of repeated disobedience.

Compliance of Rules

- 2.1 The CONTRACTOR will comply with all Safety, Health and Environmental provisions of the *Building Rules*, other applicable legislations.

2.2 The CONTRACTOR shall also comply with all provisions of legislations which may be enacted subsequently by appropriate authority, during the tenure of the Contract.

3 Welfare of Workers.

3.1 Latrines and Urinals. The CONTRACTOR shall provide duly marked, covered, partitioned, having doors and latches, separate static or mobile, latrines and urinals for male and female workers so as to be conveniently situated and readily accessible to them at all times. They shall be adequately lit, maintained in a clean and sanitary condition, having suitable water arrangements. They shall be white washed at least once in every four months. The provisions of Sec 33 and 34 of the Act shall be strictly followed.

3.2 Canteens. The CONTRACTOR employing 250 or more workers shall provide suitable Canteen facilities on “no profit no loss basis”. The price of various items to be sold shall be displayed in a conspicuous manner. The Canteen shall be situated well away from latrines, urinals and places emitting fumes and smoke. The Canteen shall be well lit having adequate furniture, maintained in a clean and sanitary condition, duly lime washed at least once in a quarter. If the Canteen is situated more than 0.2 km away from the workplace, suitable arrangements for serving tea and light refreshment to the workers at the work place shall also be made. The provisions of Section 37 of the Act shall be strictly followed.

4. Safety Procedures

4.1 The CONTRACTOR shall institute a Site Emergency Plan having details of procedures to handle emergencies like fire, explosion, collapse of lifting equipment, transport, buildings, sheds, structures, gas leakage or spillage of dangerous goods or chemicals, drowning of building workers, sinking of vessels, land slides getting building workers buried, floods, storms, earth quakes and other natural calamities.

5 Safety Organization.

5.1 For worker strength more than 500, the CONTRACTOR shall employ a full time and exclusive Safety Officer who shall be a duly qualified Safety Professional as per the Building Rules. His name shall be informed to PI (Project-in-Charge) before commencement of work, and shall not be changed without written consent of PI.

5.2 In cases where the worker strength is less than 500, a Safety Supervisor, suitably experienced in Safety Work, shall be employed.

5.3 For *Worker strength* beyond 1100, the Safety Officer shall be assisted by an Assistant Safety Officer, as laid down in the Building Rules, who shall be able to take over the duties of the Safety Officer, in his absence.

5.4 Non-deployment of Safety Personnel shall invite penalties as per ‘Work Progress Delays, Extension of Time and Penalties’.

5.5 The Safety Officer shall be given all support to perform his duties. The CONTRACTOR shall ensure that the duties, qualifications, and conditions of service of all Safety Officers shall be as laid down in the *Building Rules*.

- 5.6 The Safety Officer/Supervisor shall work in co-ordination with the Site Safety Officer of the CLIENT. When working in more than one shift, the safety staff shall be increased appropriately, so that at least one Safety Personnel is always present on duty in all working shifts.
- 5.7 The Safety Officer shall be appointed within three weeks of the acceptance of the tender, after obtaining a written approval from PI.
- 5.8 The Safety Officer shall be connected exclusively with the Safety Work, throughout the Contract and *shall not be employed on any other duty, not related with Safety.*
- 5.9 The CONTRACTOR shall ensure that his Safety Officer is responsible for implementation of the Safety Plan in accordance with a schedule to be decided in consultation with the Site Safety Officer of the CLIENT and submitted in advance.
- 5.10 The report of Safety Audit and other safety monitoring activities shall be submitted to PI on a monthly basis in the form of a Monthly Safety Progress Report. The report shall cover in a comprehensive manner all aspects of Safety, Occupational Health, Environmental Issues and Safety Training. Para 6.36.8 (b) iv of 'Work Progress Delays, Extension of Time and Penalties', Annexure B refers.
6. Site Safety Inspections
- 6.1 The CONTRACTOR shall ensure that weekly Site Safety Inspection is regularly carried out jointly by his Safety Officer along with the Safety Officer of the CLIENT, as per the Check List enclosed, and a written record of the same is maintained. The points observed in the Site Safety Inspection shall be carried out within a reasonable time, but not later than three days, except with the written consent of PI. A record of carrying out of the observations shall also be maintained on the Check List itself. Para 6.36.8 (a) iv of 'Work Progress Delays, Extension of Time and Penalties'.
7. Accident Reporting
- 7.1 The CONTRACTOR shall notify to the PI all cases of accidents, including those of his Sub-Contractors, if any, involving directly or indirectly, On-Site or Off-Site, Personnel, Plant and Equipment, Work and general public, immediately on occurrence, verbally, followed by a written comprehensive report with in twenty four hours.
- 7.2 The CONTRACTOR shall authorize his Safety Officer to instruct employees of the CONTRACTOR to withhold work, in case of any unsafe acts and unsafe working conditions are found prevailing at the Site, and continue to do so till in the opinion of the Safety Officer such unsafe acts, unsafe materials and unsafe conditions have been eradicated.
- 7.3 The CONTRACTOR shall arrange for Safety Officer to maintain a daily Site Safety Activities Diary, duly numbered in a sequential order, before taking into use. Such a diary shall provide a true and comprehensive record of all safety related activities, developments, training, accidents, inspections and audits taking place at the site and shall be signed by the CONTRACTOR's Safety Officer daily and his PE weekly. This shall always be available at the Site and shall be produced for regular inspection on a weekly basis to PI and his Safety Officer. The diary shall always be kept up to date on a daily basis and even a non occurrence report at the end of the day shall be recorded.

- 7.4 The CONTRACTOR shall also inform in writing, within twenty four hours, all cases of a near miss, which could have resulted into serious damage to man, material, equipment, property and works.
- 7.5 The CONTRACTOR shall also compile and forward details of all such accidents/ near miss cases for statistical analysis to the PI on a monthly basis.
- 7.6 The CONTRACTOR shall be responsible to ensure that all cases of accidents resulting in loss of life or disabling a worker from working for forty eight hours or more, (immediately after the accident) are brought to the notice of PI and all other authorities including police and civil administration, as laid down in the *Building Rules*, and other local rules, within four hours in cases of fatal accidents and seventy two hours in other cases, followed by a written communication. This shall not act as a limitation to provisions of other laws and rules applicable at the Site. All such cases shall be investigated as early as practicable and the investigation report forwarded to PI with in a period of one week, giving details of circumstances leading to the accident, possible causes and suggested remedial measures.
8. Safety Committee.
- 8.1 The PI shall constitute a Site Safety Committee at his Site, in consultation with his Site Safety Officer. The Committee shall have the following organization.
- | | | |
|---------------------|---|--|
| Chairman | : | PI |
| Dy Chairman | : | PE |
| Secretary | : | Site Safety Officer |
| Assistant Secretary | : | Safety Officer (CONTRACTOR) |
| Members | : | Project-in-Charge various towers/buildings (CLIENT) |
| | : | Project-in-Charge various towers/buildings (CONTRACTOR). |
| | : | Safety-in-Charge of all Contractors, other than Civil. |
- 8.2 The CONTRACTOR shall promote the working of the Safety Committee. He will facilitate to ensure that the Committee chaired by PI, can meet at least once in a month, on dates, as decided by the PI. Its minutes are properly recorded in a language understood by majority of workers and decisions and recommendations made are implemented. A copy of such minutes shall be displayed prominently at the Site. The CONTRACTOR shall render all help to the Safety Committee to discharge its functions as laid down in the *Building Rules*. The date, venue and agenda for the next meeting shall be informed to all concerned, well in advance.
9. Personal Protective Equipment (PPE).
- 9.1 The CONTRACTOR shall ensure that effective Safety Equipment and PPE is provided and used by the *workers* at all times while
- 9.2 Working, as dictated by the conditions of the work. The PPE shall include protection for the head, feet, hands, eyes, ears and breathing etc.
- 9.3 The CONTRACTOR shall ensure that all Safety Equipment and PPE shall be of ISI marking only. The quality of the PPE shall be got approved from Head of Safety Department of the CLIENT, as laid down in the *Building Rules*. No PPE shall be procured without prior approval of Head of Safety Department of the CLIENT.

- 9.4 The CONTRACTOR shall ensure that all Safety Equipment, scaffolds, guard-rails, working platforms, hoists, ladders and other means of access and egress, lifting, lighting, signage and guarding equipment is regularly inspected, tested and maintained and defective one is taken out of service and replaced by serviceable equipment promptly. Adequate quantity of Safety Equipment and PPE, corresponding to the number of workers engaged must be available at the Site at all times.
- 9.5 The CONTRACTOR shall ensure that equipment that is damaged, dirty, incorrectly positioned and not in a good working condition shall be repaired or replaced immediately.
- 9.6 The CONTRACTOR shall ensure that all lights and signs are kept clear of obstructions and are legible at all times.

10 Safety Training

- 10.1 The CONTRACTOR shall ensure that Safety, Health and Emergency Rescue Drills are given priority, and high publicity is given to all personnel at the Site. Suitable publicity material including posters in both Hindi and English (bilingual) is displayed at appropriate places at the Site. It shall be regularly turned over on a monthly basis.
- 10.2 The CONTRACTOR shall arrange to conduct regular Safety Training and Rescue Training Drills for all its employees, including those of his Sub-Contractors. The frequency of such courses shall be such that every employee must under go a Safety Training Module at least once in a quarter. A detailed report of such training shall be forwarded to PI. The content of the training shall be as per the needs emerging from the analysis of Safety Inspections, progress of work at the Site and record of accidents.
- 10.3 The CONTRACTOR shall ensure that no *worker* is allowed to start working without adequate Induction Training.
- 10.4 A daily Tool Box Meeting shall be conducted by respective Foremen for their *workers*, bringing out safety precautions to be followed and the PPEs to be used for the day's work. A written record of such training duly signed by the Foreman and the Safety Officer shall be maintained.
- 10.5 Safety Officer of the CONTRACTOR shall also draw out a Training Schedule in consultation with Site Safety Officer and conduct such training regularly in batches.

11 Cranes and Lifting Gears

- 11.1 The CONTRACTOR shall ensure that all equipment for lifting and transportation of materials, mechanical cranes, hoists at the Site are provided and maintained as per codes of practice for safe use of cranes. All such equipment shall be fitted with audible over load warning devices. They shall be maintained as per manufacturer's recommendations and in accordance with the legislation in this regard.
- 11.2 The CONTRACTOR shall ensure that prior to use and subsequent regular testing, inspection, repair and maintenance of all ladders, hoists, scaffolds, guard rails, lifts, lifting tackles, screens, signage must be carried out as per the corresponding rules.

- 11.3 The CONTRACTOR shall ensure that a valid Certificate of Fitness in respect of all lifting tackles, lifting gears, hoists, winches, cranes and lifts duly issued by a Competent Person as laid down in the Building Rules, shall always be maintained at the Site, before taking any such equipment into use. A copy of the said certificate shall invariably be handed over to the Project- in- Charge.
- 11.4 The CONTRACTOR shall ensure that Safe Working Load shall be clearly marked in paint or by stamping or by use of permanent tags on all Lifting Equipment.
- 11.5 The CONTRACTOR shall ensure that an up-to-date register of all such equipment is prepared and maintained at the Site showing the details of the Test Certificates issued by a Competent Person, declared by the appropriate authority. The details of the person responsible to maintain such register shall be intimated to PI. Such a register shall be available for inspection to the PI.
- 11.6 All such plant and equipment, whose inspection standards are not available, shall be inspected as per inspection standards to be developed by the CONTRACTOR, based on the manufacturer's guide lines and duly approved by PI.

12 Breach of Safety Regulations and Penalties.

- 12.1 Any worker of the CONTRACTOR found repeatedly working with-out following Safety Regulations and using inadequate Safety Equipment and PPE shall be liable to be expelled from the Site and debarred from working at any other Site of ASHIMORI, at the discretion of the PI.
- 12.2 Appropriate penalty shall be imposed in all such cases, solely at the discretion of PI and Site Safety Officer. An on the spot Debit Memo (duly numbered serially) shall be prepared in all such cases and signature of the individual concerned and available CONTRACTOR representative obtained on the Memo as a token of witness to the default. A summary of such Debit Memos shall be prepared and debited from the Bill of Payments due to the CONTRACTOR on a regular basis.
- 12.3 In instances of minor and first time non-adherence to Safety Procedures and non use of PPEs, a Safety Violation Memo shall be prepared and issued to the individual concerned and his Foreman. In instances of repeated non-adherence to Safety Procedures, penalties at the following rates shall be imposed, for each instance.

a. Minor cases of repeated non use of Personal Protective Equipment (PPEs) by Workers:

- | | | |
|-----|---------|--------------|
| i. | Worker: | Rs. 100.00. |
| ii. | Foreman | : Rs. 200.00 |

b. Serious and dangerous cases of non use of PPEs/ non adherence of Safety Procedures.

- | | | |
|-----|---------|--------------|
| i. | Worker: | Rs. 200.00 |
| ii. | Foreman | : Rs. 400.00 |

c. Cases of non use of PPEs and non adherence to Safety Procedures by Engineers and above shall be viewed more seriously, and penalized as follows.

- | | | |
|-----|----------------------|----------------|
| i. | Individual concerned | : Rs. 500.00 |
| ii. | Contractor | : Rs. 1,000.00 |

- d. Each case of use of unsafe equipment and unsafe working conditions shall invite a penalty of Rs. 1000.00 per day subject to a minimum of Rs. 5,000.00 to be imposed upon the CONTRACTOR.

12.4 The penalties, thus levied, shall be used exclusively for the welfare of the Workers.

13 First Aid.

13.1 The CONTRACTOR shall establish, maintain, staff and fully equip a First Aid Base at his main work area. It shall consist of a Treatment Room having two couches, a hand basin, sterilizing equipment, medicine cup-boards with lock and key having sufficient medicines for first aid of *workers*, other Site Staff and visitors.

13.2 Portable First Aid Boxes, duly equipped with medicines as per *Building Rules* shall be maintained by the CONTRACTOR, at Site Offices and work locations having groups of more than twenty *workers* working.

13.3 The CONTRACTOR shall also maintain a tie-up with a near-by hospital for prompt availability of medical help in case of emergencies.

13.4 If, in the opinion of the CLIENT, a naked light, including the one caused by electrical sources, welding sources or other sources, may be a fire hazard, the CONTRACTOR shall provide for necessary Fire Fighting Equipment, including Breathing Apparatus

14. Fire Safety

14.1 The CONTRACTOR shall ensure that at all times adequate temporary fire fighting equipment is available at the Construction Site, in accordance with the fire risk assessment.

14.2 All such fire fighting equipment must be maintained at all times in a good working condition. The fire fighting facilities may include, without limitation, portable fire extinguishers, raw water storage facilities, hose reels, commensurate with the Fire Risk Assessment.

14.3 The CONTRACTOR shall submit the details of all these fire fighting facilities to PI before commencement of the work.

15 Use of Explosives and Radiation Material.

15.1 The CONTRACTOR shall ensure that all gases, fuels and other dangerous goods are stored safely, in accordance with the applicable rules and valid licenses and permissions for storage and usage from statutory authorities as applicable are obtained from time to time.

15.2 The CONTRACTOR shall ensure that no radio active material, X-ray or electro magnetic radiating material or apparatus is used without obtaining a prior written approval of PI. When-ever such permissions are granted, adequate precautions, training and sanction from concerned statutory authorities shall be taken. Personal dosimeters, where ever applicable shall be issued to the personnel exposed to such hazards and got evaluated from time to time, and a record of total exposure dose maintained. Under no circumstances the total exposure dose shall cross the laid down parameters.

15.3 The CONTRACTOR shall ensure that explosives, where ever required to be used, shall be stored, transported, handled in accordance with the Indian Explosives Act and required license shall be

obtained from the designate statutory authority and produced to the CLIENT for inspection, before undertaking any such usage of explosives.

16 Hazard and Risk Assessment

16.1 The CONTRACTOR shall carry out a risk assessment of all hazardous operations; specially those mentioned below, before hand and shall produce written records of such assessments for inspection by PI. A detailed written method statement shall be got approved from PI before undertaking any such operation. Necessary Work Permit System, as applicable, shall be used and got approved from PI, before undertaking any hazardous and dangerous operation.

- a Roof work.
- b Steel erection
- c Work under and over water.
- d Demolition.
- e Work in confined spaces.

17. Working in Confined Spaces.

17.1 The CONTRACTOR shall ensure that whenever the carbon monoxide contents in any confined space, excavation, tunnel, trench, tank are likely to exceed fifty parts per million or any dust, fumes or other impurities of such nature are present, as are likely to be harmful to the *workers*, no *worker* is allowed to enter, unless adequate measures have been taken, to ensure the safety of the *workers*.

18. Overhead Protection

18.1 The CONTRACTOR shall ensure that at the building or other construction work an overhead protection is erected along the periphery of the building under construction, if the building shall be fifteen meters or more when completed.

18.2 The CONTRACTOR shall ensure that at the building or other construction work, any area exposed to the risk of falling material, articles or objects is roped off or cordoned off or otherwise suitably guarded from inadvertent entry of persons. *Workers* and others required to enter such places for carrying out their work shall enter and exit, only from the designated and marked places.

18.3 The CONTRACTOR shall display and maintain suitable warning signs at conspicuous places at the building or other construction work in Hindi or in a local language understood by the majority of *workers*.

19. Slipping and falling Hazards.

19.1 The CONTRACTOR shall ensure that all passageways, platforms and other places of construction work at the building or other construction work shall be kept free from accumulations of dust, debris or other similar material and from obstructions which may cause tripping.

19.2 The CONTRACTOR shall ensure that no worker is allowed at the building or other construction work to use any passage way, or a scaffold, platform or any other elevated working surface which is in a slippery and dangerous condition and shall ensure that water, grease, oil or other similar

substances which may render the surface slippery, be removed or sanded, saw dusted or covered with suitable material to make it safe from slipping hazard.

- 19.3 The CONTRACTOR shall ensure that every open side or opening into or through which a worker, vehicle or lifting appliance or other equipment may fall at a building or other construction work shall be covered or guarded suitably to prevent such fall except where free access is necessary for reasons of nature of work.
- 19.4 The CONTRACTOR shall ensure that whenever a worker is exposed to the hazard of falling from height, at building or other construction work, he shall be provided with adequate equipment and means of saving him from such hazards. All such equipment shall be of ISI standards.
- 19.5 Whenever there is a possibility of falling of any material, equipment or worker at a construction site relating to the building or other construction work, adequate and suitable safety net shall be provided by the CONTRACTOR. Such safety nets shall be of ISI standards.

20 Electrical Hazards.

- 20.1 The CONTRACTOR shall take adequate measures to ensure that no worker comes in physical contact with any electrical equipment or apparatus, machines or live electrical circuit which may cause electrical hazard during work. Suitable danger signs shall be placed at conspicuous places, in Hindi and in a local language understood by a majority of workers.
- 20.2 The CONTRACTOR shall ensure that all electrical equipment and appliances used at the site are adequately earthed and conform to the ISI standards and are provided with earth-leakage circuit breakers.
- 20.3 The CONTRACTOR shall ensure that no electrical wiring is allowed to come in contact with water, are of sound material and are maintained at height.

21 Stacking of Material.

- 21.1 The CONTRACTOR shall ensure that all building materials are stored or stacked in a safe and orderly manner to avoid obstruction of any passage way or place of work. The material piles are stacked in a manner to ensure stability. No material is at the edge of a surface so as to endanger the safety of persons below or working in the vicinity.
- 21.2 The CONTRACTOR shall ensure that at building and other construction site the debris are not allowed to accumulate so as to constitute a hazard, and are disposed off regularly and promptly in a safe manner.
- 21.3 Debris are not thrown inside or outside from any height of a building or other construction work.
- 21.4 Debris are kept sufficiently moist so as to reduce the dust within permissible limits.

ANNEXURE- C**DOCUMENT FOR ENVIRONMENTAL & HEALTH ASPECTS AT PROJECT SITE****GENERAL REQUIREMENTS ON ENVIRONMENTAL & HEALTH ASPECTS****GENERAL CONDITIONS**

1. It should be the CONTRACTOR's fundamental responsibility to conform to the relevant Environmental Laws or Codes as established by MoEF and other Governmental Statutory agencies to maintain the pristine Environmental Standards as applicable for the project construction works. The CONTRACTOR should comply with all the enactments which should include but are not limited to:
 - a. Water (Prevention and Control of pollution) Act, 1974
 - b. Air (Prevention and Control of pollution) Act, 1981
 - c. Environment (Protection) Act, 1986
 - d. The Hazardous Wastes (Management & Handling) Rules, 1989
 - e. The Public Liability Insurance Act, 1991
 - f. The Municipal Solid Wastes (Management & Handling) Rules, 2000
 - g. Noise Pollution (Regulation & Control) Rules, 2000
 - h. Any other similar statutory notifications/Laws as enacted by the competent Authorities from time to time.

2. The CONTRACTOR should comply with all the required Site Environmental & Health Aspects at Project Site as mentioned in the following documents for his construction activity. The CONTRACTOR should specify, the minimum no. of manpower (cleaners/sweepers) suppose to be operated exclusively for cleaning & housekeeping. In case of non-compliance, the CLIENT may deduct an amount as penalty for cleaning charges. It may herein be noted that requirement of manpower for cleaning & housekeeping may vary as per site conditions, as such, the CONTRACTOR will have to deploy the additional manpower as per requirement & as directed by Project-In-charge.

3. The CONTRACTOR should be responsible to construct labor camp/hutment, canteen, appropriate no of separate male and female toilet, crèche, etc. for construction labors as may be applicable for the project and should be responsible for arrangement of other proper basic amenities required by the construction labor during the construction phase. Maintenance of health and sanitation in the construction site will be the CONTRACTOR's responsibility.

4. To keep the area clean and uncluttered the contractor should appoint cleaning supervisor with appropriate no. of support staff to clean the site on daily basis and should arrange for regular proper disposal of waste generated over the area.

5. Within two weeks of acceptance of the Contract, the CONTRACTOR shall submit Environmental Compliance Checklist and his specific consideration for Site Environmental & Health Management practices followed by the CLIENT for their review. If the CONTRACTOR fails to submit the said reports by stipulated time; he shall be given a three week time for submission. The assessment shall be made after that period and if the CONTRACTOR fails to submit the reports, an amount equal to the 0.25% of the Contract value shall be put on hold from his next running bill. The reassessment of the same shall be made after further three weeks & even after completion of six weeks in running, if the

CONTRACTOR unable to furnish the said reports to the satisfaction of Project In charge, a penalty equal to 0.25% of the contract value shall be deducted from his next Running Account Bill subject to maximum of Rs. 2,50,000/- which shall be irreversible.

6. The CONTRACTOR submit Assessment Report for Environmental & Health Aspects for Project Site on monthly basis and the CONTRACTOR should submit Initial Environmental Compliance Checklist Report as on quarterly basis. The report should be prepared generally accompanying Company designated person at project site or as may be decided by the Company's own site office. Company authorized person in this behalf may inspect the project site at any time in order to assess the Company's own standard of Site Environmental and Health Aspects at project site.
7. The Client employer will carried out for Environmental Pollution Monitoring at project site by any authorized laboratory for cross checking the actual condition of project site with respect to various environmental aspects. If there is any critical consideration by the CLIENTS' side, the CONTRACTOR should follow the recommendations of the employer, if any, in this regard.
8. The CONTRACTOR should adopt an appropriate emergency plan to deal with any accidental situations to safeguard the life and property and to prevent accidental spillage or pollution of the environment during the whole construction work.
9. If the contractor does not comply with the Monthly Assessment Report for Environmental & Health Aspects and Quarterly Initial Environmental Compliance Checklist for project site for whole construction phase; the Client may hold 0.25% of the bill from their monthly billing amounts. Successive failure to comply with the Monitoring Schedule will result in deduction of 0.25% of the Contract value as penalty subject to maximum of Rs. 2,50,000/-. This penalty shall be other than the one described in clause 5 above.

SPECIFIC REQUIREMENTS:

A. Health aspects of labors:

1. Proper First Aid facility/Room will be provided in the project during whole construction phase of the project.
2. All the laborers to be engaged for construction works should be screened for health and adequately treated before the issue of work permits and necessary fitness certificate of the labors should be kept at site.
3. Proper record of medical checkup and first aid cases of the labors should be maintained at site in separate register.
4. A Contract/ tie up with the nearby nursing home should be taken in case of any emergency in construction phase.

B. Good Housekeeping Practices: The CONTRACTOR shall take all precautions to avoid any nuisance arising from his operations. For good house keeping purposes, work area laid out planning in relation to sitting of labor camp, canteen, toilet, storage yard, etc. should be decided in consultation with the Company designated person in the project site before schedule to start of the construction. The designated places for specific purposes must have appropriate labeling with necessary documentations, if any. The CONTRACTOR should appoint Cleaning Supervisor with appropriate nos. of workforce and following considerations should be implemented strictly for good housekeeping purposes:

1. The CONTRACTOR should provide adequate number of toilets (at least one for every 50 labors) with proper septic tank, vent pipe connector and soak pit for the construction labors separate for male and female. In case of high rise building the toilet should be provided at suitable intermittent towers.
 2. The CONTRACTOR should ensure proper disposal of sewage so that sanitary conditions are maintained. Regular cleaning of toilet and soak pit should be ensured.
 3. Areas with regular movement of vehicles should have a pace road/hard surface so that the dust may be controlled during transportation of construction materials inside the construction site.
 4. The CONTRACTOR should have appropriate water sprinkler systems and shall water down construction sites as required to suppress dust, during handling of excavated soil or debris or during demolition.
 5. There should be different provision for construction material storage according to their physical and chemical property. The CONTRACTOR should arrange tarpaulin cover on fine dust generating construction materials; chemicals and hazardous materials should have concrete slab on their floor.
 6. The CONTRACTOR should ensure separate management facilities for handling Construction related wastes and domestic wastes generated from labor camp/office.
 7. Work areas are kept uncluttered and are cleaned upon completion of operations or at the end of each workday. Equipments/ items associated should be returned to their proper place after use.
 8. The CONTRACTOR should construct canteen of appropriate size for consuming food and snacks by the labors to prevent random disposal of all garbage or trash associated with food.
 9. The temporary dumping areas shall be maintained by the CONTRACTOR at all times until the excavate is reutilized as per the CLIENT's requirements. Stockpiles should be covered with tarpaulin and should be sprinkled to stabilize until they are effectively managed.
 10. The CONTRACTOR should provide "Refuse Containers" with tight fitting lids at site for the management of domestic waste generated by the construction labors and these containers shall be emptied at least once daily by the CONTRACTOR to maintain site sanitation.
 11. Chemicals, if any, associated should never be stored on the open place, except in closed door cabinets suitable for the materials to be stored.
 12. Hazardous Wastes are to be stored in properly labeled containers, and at separate designated places for the same, and should be returned to that location after each use.
 13. Hazardous waste materials should have separate storage facility and should be transferred only to authorized contractor or operators for this facility.
- C. *Air Environment:* Every feasible measure should be considered to maintain or improve the pristine air quality over the work place. To achieve compliance with air contaminant standards, administrative, or engineering, or other controls must first be determined and implemented, wherever feasible, as follows:
1. Before taking up the construction work the area should be enclosed with sheeted enclosure.

2. All construction related equipments and/or technical measures must strive with relevant IS Code with appropriate air pollution abatement system.
 3. The CONTRACTOR should arrange “Consent to Establish” and “Consent to Operate” against Air Pollution Act from concerned State Pollution Control Boards as may be applicable for operation of certain facilities (e.g. batching plant, D.G. set, Concrete mixer, etc.). They should be responsible for periodic renew of its Consent to Operate as may be applicable for the facilities.
 4. If conveyers are used, conveyer belt should be fitted with wind board. Hopper discharge areas shall be enclosed to minimize dust emission.
 5. The vehicles, which will be used for transportation of construction materials to the site, should possess valid Pollution under Control (PUC) Certificates. All the transport vehicles should have proper spark arrester/muffler to minimize the risk of fire during transportation. Care should be ensured so that the dust generation during transport and handling is minimum. The vehicles which will carry loose materials should be covered and loaded with sufficient free boards to avoid spills through the tail board or side board. Dust generating materials should be loaded and unloaded only in closed systems or wind protected areas.
 6. CONTRACTOR should obtain necessary permission for running the DG set from concerned State Electricity Board and the installation of DG set should be carried out by the Executive–Engineer of the Electricity Inspectorate.
- D. Water Environment:* The CONTRACTOR should manage the waste water arising out of the project activity as long as practicable. The CONTRACTOR shall at all times ensure that all existing stream courses and drains within and adjacent to the site are kept safe and free from any pollutant arising due to construction activities. The CONTRACTOR shall ensure that earth, chemicals, and concrete agitator washings, etc. are not deposited in the water course. Following considerations should be strictly maintained by the CONTRACTOR:
1. The CONTRACTOR shall arrange an adequate supply of potable water @ 5 lpcd for the domestic use of labourers in the camp. The CONTRACTOR should provide storage tank of suitable capacity for the storage of water to be consumed by labor. The tank should be cleaned at least once in a week.
 2. Proper drainage facility should be provided to handle the waste water arising out of the site. The drainage should be planned in a way that there is no accumulation of water within the project area or vicinity to the site. Regular cleanup of the drainage system should be practiced.
 3. The waste water should be disposed off suitably and in a manner that will cause neither pollution nor nuisance. The CONTRACTOR should adopt necessary precautions against storm water for erosion control measures as well as for minimizing runoff from any spoil piles.
 4. The CONTRACTOR shall discharge wastewater arising out of site office, canteen or toilet facilities constructed by him into sewers. The CONTRACTOR should take approval from nodal agencies for that in their own credit. If sewer is not availed in nearby sources appropriate septic tank/soak pit to be constructed and adequate control measures to be ensured on that behalf to maintain the sanitary conditions over the work place.

5. The CONTRACTOR should adopt every feasible option to prevent the run-off from construction debris or excavated materials polluting local water body or creating problem for local drainage system.
 6. Storage of debris would be planned by avoiding natural waterways/drainage pattern of the project site.
- E. Noise Environment:* Excessive noise exposure can cause permanent hearing loss, which could be totally preventable if appropriate precautions are taken. The CONTRACTOR shall take all appropriate measures to ensure that work carried out by the CONTRACTORS, whether on or off the sites, will not cause any unnecessary or excessive noise which may be beyond the legitimate standards specified by the nodal agencies and may be a cause of irritation to local neighbours. He should take all necessary control measures to bring down the sound level generated by various instruments by appropriate enclosures, if applicable.
1. Work area lay out plan and entire work scheduling should be planned prior to start of the job in a way that there should be maximum physical separation between noise generators and noise receptors and to avoid simultaneous activities that both generate high noise levels.
 2. Silencers and mufflers on construction equipments should be properly fitted and maintained so that the ambient noise level standards prescribed in the Noise Pollution (Regulation & Control), 2000 are maintained.
 3. The CONTRACTOR shall ensure that all powered mechanical equipment used in the works has the most modern techniques available but not limited to silencers and mufflers.
 4. The CONTRACTOR shall construct acoustic enclosures around any plants of the works from where excessive noise may be generated.
 5. Mechanical equipments, to be used in the work should have “Conformance Labeling” as applicable.
- F. Solid Waste Management:* With careful designing, planning, and good site management solid waste generated from the project can be minimized. Before starting the job, adequate measures should be ensured for temporary storage of construction wastes after consultation with Company designated person and following considerations should be taken care of:
1. Entire construction planning should be in a way that there is minimum generation of construction wastes like concrete, mortars and cement grouts.
 2. Reuse of entire construction wastes should be planned as far as possible.
 3. Construction solids should be removed from the site as frequent as possible.
 4. Litter disposal and collection points should be established around all construction sites.
 5. Adequate measures should be adopted to check any runoff from spoil piles.
 6. The transportation of construction spoil shall be allowed only to officially designated dumpsites after obtaining necessary permission from relevant authorities.

G. *Chemical and Hazardous Material Safety:* The construction works may be associated with handling of many hazardous wastes. If so, will be handled as per the provisions of the Hazardous Wastes (Management & Handling) Rules, 1989 and should adhere to following conditions:

1. Chemical containers should be labeled with contents, capped, and in good condition. Contents label should include full name of material; formula. The original label should be defaced if it is not consistent with the current contents.
2. The CONTRACTOR should be responsible for proper collection, reception, treatment, storage and disposal of hazardous wastes, if any. All the hazardous storage containers should have proper labeling and should be stored properly
3. The CONTRACTOR should ensure definitive care in handling chemical and hazardous materials to minimize every possible risk of accidental release or spillage of chemicals to the environment.
4. All containers of hazardous materials that are stored in fifty-five-gallon containers or larger are required to be stored in secondary containers. If gas cylinders are to be used; should be transported through wheeled cart and should be stored properly in ventilated areas.
5. For disposal, they can be sold only to authorized contractors or Operators of Centralized Hazardous Wastes-Treatment, Storage and Disposal
6. There shall be constant vigilance for any sign of chemical leakage. Containers storing chemical waste must be inspected weekly for any sign of chemical leakage.
7. Compressed Gas Safety: The cylinders that contain compressed gases are primarily shipping containers and should not be subjected to rough handling or abuse. Such misuse can seriously weaken the cylinder and render it unfit for further use
 - Empty and full cylinders should be stored in separate areas.
 - Cylinders should never be rolled or dragged.
 - When moving large cylinders, they should be strapped to a properly designed wheeled cart to ensure stability.
 - Only one cylinder should be handled (moved) at a time.

SPECIAL CONDITIONS OF THE CONTRACT

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S-1. INSPECTION OF DRAWINGS:

Before filling in the tender, the CONTRACTOR will have to check up all the drawings and Schedule of Quantities, and will have to get an immediate clarification from the Consultants/the CLIENT on any point that he feels is vague or uncertain. No claim for damages or compensation will be entertained on this account.

S-2 . CONTRACTOR TO VISIT SITE:

Each tenderer must, before submitting his tender, visit the site of works so as to ascertain the physical site conditions and prices, availability and quality of materials according to specifications. Reasons like non-availability of materials or changes in the price will not be entertained and no extras shall be allowed on this account.

S-3. EXECUTION OF WORK:

The whole of the work as described in the Contract (including the Schedule of Quantities, the Specifications and all drawings pertaining thereto) and as advised by the CLIENT/their authorized representative from time to time is to be carried out and completed in all its parts to the entire satisfaction of the CLIENT and their authorized representative. The work shall be carried out in stages, but within the overall stipulated time period. Any details of construction which may not have been definitely referred to in this contract, but which are usual in sound building construction practice and essential to the work, are to be included in this Contract. Rates quoted in the Schedule shall be inclusive of all freights, taxes such as sales tax, service tax, VAT & WCT etc., octroi, royalties, other levies and cess etc., as applicable as well as transportation, so as to execute the contract as per the rules and regulations of local bodies, State Government and Government of India.

The rates quoted in the tender should include all charges for :

- a) Labor, maintenance, fixing, carrying, cleaning, making good, hauling, watering, etc.
- b) Plant, double scaffolding, frame work, ladders, ropes, nails, spikes, tools, materials and workmanship protection from weather, shuttering, temporary supports, platform and the maintenance of the same.
- c) Covering for the walling and other works during inclement weather or strikes or whatever directed as necessary.
- d) All temporary canvas, lights, tarpaulin, barricades, water chutes, etc.
- e) All stairs and steps, thresholds and any other requisite protection of the works according to rules and regulations.
- f) All such temporary weather proof sheds at such places and in manner approved by the CLIENT/ authorized representative of the CLIENT for the storage and protection of materials against the effects of sun and rain.

- g) All such temporary fences, guards, approaches and roads as may be necessary for execution of the Contract work and for safeguarding the public.
- h) The whole necessary plant, concrete mixers, hoists, vibrators, scaffolding, tackle, cartage, labor and removal of the same on the completion of the work. The CLIENT will be the sole judge in deciding as to the suitability of the tools or plant that may be brought to the works by the CONTRACTOR for proper and timely execution of the work.
- i) The rates quoted by the tenderer in the Schedule of Probable items will be deemed to be for the finished work.
- j) All required assistance & instruments required by the CLIENT /authorized representative of the CLIENT shall be provided by the CONTRACTOR for the verification of the correctness of the works executed and the standard of the materials to be incorporated in the works. The CONTRACTOR shall also bear the complete cost of all laboratory tests required by the CLIENT/authorized representative of the CLIENT for any of the materials to be used in the works i.e. cost of material, transportation, testing fee etc. complete.
- k) Cost of all safety measures, health & welfare of the work people at site.
- l) Cost of Site Notice Board, Cement go down & furnished site office for the CLIENT/authorized representatives of the CLIENT with fans, Air conditioners, telephone, Conference Room, Toilet, Pantry etc. as required by the CLIENT.

S-4 PERFORMANCE SECURITY /GUARANTEE

A Performance Guarantee, equivalent to 5% of the contract value, shall be provided by the CONTRACTOR as laid down in clause no. 6.1 of General Conditions of Contract.

S-5. ACCOMODATION FOR CONTRACTORS

The CONTRACTOR is required to make his own arrangement, outside the site premises, for housing the workers to be deployed for execution of work along with all required facilities.

S-6. LABOUR LICENSE

The CONTRACTOR will obtain necessary labor license from the Authorities within 15 days of award of work.

S-7. SITE MEETINGS:

A senior representative of the CONTRACTOR shall attend all meetings at work site and in addition meetings as arranged by the CLIENT/ authorized representative of the CLIENT to discuss the progress of the work and sort out problems, if any, and ensure that the work is completed in stipulated time.

S-8. TEAM OF ENGINEERS:

The CONTRACTOR shall appoint at his own cost a team of competent Engineers at site, including a Project Manager experienced in execution of such projects. Their appointment shall be approved by

the CLIENT. No Engineer shall be removed from the site without the written consent of the CLIENT/authorized representative of the CLIENT.

S-9. SECURITY:

The CONTRACTOR shall provide adequate security for the site including fencing with one gate, for the purpose of ensuring that only authorized persons or materials shall enter or leave the works site. The CONTRACTOR shall also make his own arrangements for the protection and safety of his materials and equipment at site and also the materials and equipment of the CLIENT which are in the custody of the CONTRACTOR. The CONTRACTOR shall further cooperate by providing any other security arrangement as decided by Project-in-Charge for controlling the entry and exit points.

S-10. ACCESS FOR INSPECTION:

The CONTRACTOR has to provide at all times during the progress of the works and the maintenance period, proper means of access with ladders, gangways etc., and the necessary attendants to move and adapt the same as directed for inspection or measurement of the works by the CLIENT or their authorized representatives.

S-11. OFFICES, STORES ON THE SITE:

- a) The CONTRACTOR shall provide separate site office for his Staff and space for all necessary storage on site in a specified area, as approved by the CLIENT/authorized representative, for all materials such as timber, cement, lime and other such materials, which is likely to deteriorate by the action of the sun, rain and due to exposure in such a manner that all such materials, tools, etc., shall be protected from damage by weather or any other cause. All such stores and offices shall be cleared away and the ground left in good and proper order on completion of this Contract unless otherwise expressly mentioned therein.
- b) All materials which are stored on site such as bricks, metal, sand etc shall be stacked in such a manner as to facilitate rapid and easy checking of quantities of such materials.
- c) The safety and security of all materials brought at site shall be the sole responsibility of the CONTRACTOR. The materials against which an advance has been paid by the CLIENT, shall be carefully stored at site by the CONTRACTOR. They shall not be removed from the site without the written permission of Project-in-Charge and shall be used in the Contract work only.
- d) The CONTRACTOR shall provide separate site office [approximately 40 sq. m.] for the PMC and Consultants Staff, there will be office tables and chairs for seating of six persons along with a conference facility to seat ten person and a separate toilet facility (only to be used by PMC staff), there will be two file cabinets of three drawers each and one notice board etc.. The whole office will have false ceiling and will be duly air conditioned. Adequate lighting and power points are also to be provided. The layout of the same will be provided to the Contractor.

S-12. NOTICES:

The CONTRACTOR shall give all notices and pay all fees and shall comply with all acts and regulations for the successful completion of the contract works as per the rules and regulations of all relevant authorities.

S-13. FACILITIES TO OTHER CONTRACTORS:

The CONTRACTORS shall give full facilities and co-operation to all other CONTRACTORS working at site such as for Civil, Plumbing, Electrical, Fire-fighting, Air-conditioning, Interiors etc. as directed by the CLIENT/their authorized representative and shall arrange his program of work so as not to hinder the progress of other works. The decision of the CLIENT/their authorized representative on any point of dispute between the various CONTRACTORS shall be final and binding on all parties concerned.

S-14. EXTENSION OF TIME:

Necessary extension of time for completion of building shall be granted to the CONTRACTOR only in exceptional and fully justified cases.

S-15. PREPARATION OF BUILDING WORKS FOR OCCUPATION & USE ON COMPLETION:

On completion of the work, the CONTRACTOR shall inform the CLIENT / their authorized representative in writing that he has finished the work and that it is ready for inspection. The CONTRACTOR shall clean all windows and doors including the cleaning and oiling, if necessary, of all hardware, inside and outside, all floors, staircases, elevators, and every part of the building. He will leave the entire building and its premises neat and clean; ready for occupation and to the satisfaction of the CLIENT/ authorized representative of the CLIENT.

S-16. CLEARING OF SITE AND WORKS:

The CONTRACTOR shall clear the site of works as per the instructions of the Project-in-Charge. The site works shall be cleaned of all mean materials, sheds, etc., belonging to the CONTRACTORS. The site shall be delivered in a clean and neat condition within a period of one week after the job is completed. In case of failure by the CONTRACTOR, the CLIENT will have the right to get the site cleaned at the risk and cost of the CONTRACTOR to their satisfaction.

S-17. WORKS AT NIGHT:

If the CONTRACTOR is required to work at night in order to complete the work within the Time Schedule, the CONTRACTOR shall do so with the prior approval of the CLIENT/their authorized representative and provide and maintain at his own cost sufficient lights to enable the work to proceed satisfactorily without danger. Approaches to the site also shall be sufficiently lighted by the CONTRACTOR. No work at night shall be allowed in the absence of a site engineer of the CONTRACTOR.

S-18. WORK ON HOLIDAYS:

No work shall be done on National holidays without the specific sanction in writing of the CLIENT/their authorized representative.

S-19. REPORTING OF ACCIDENTS TO THE CLIENT (SHRI RAM COLLEGE OF COMMERCE.) :

The CONTRACTOR shall be responsible for the safety of all the persons (directly or indirectly employed by him) working at site including visitors etc., and shall report serious accidents to any of them, whatever occurring on the works, to the CLIENT who shall make every arrangement to render

all possible assistance. This shall be without prejudice to the responsibility to the CONTRACTOR under the Insurance Clause of General Conditions of Contract .

S-20. TECHNICAL SPECIFICATIONS:

All work shall be carried out as described in the tender item and in conformity with CPWD Specifications (latest editions). In case CPWD specifications are silent on any particular item, the work shall be executed as per relevant IS codes. If the item is not covered under any of the IS codes, the same shall be executed as per directions of the CLIENT/their authorized representative.

For patented products, the manufacturer's specifications and instructions shall be followed. For any discrepancy in various specifications, decision of the CLIENT/their authorized representative shall be final and binding.

S-21. MEASUREMENT TO BE RECORDED BEFORE WORK IS COVERED UP:

The CONTRACTOR shall take joint measurements with the CLIENT/their authorized representative before covering up or otherwise placing any work/any area to be measured beyond the reach of any one. Should the CONTRACTOR fail to do so, the same shall be uncovered at the CONTRACTOR's expense or in default thereof, no payment shall be made for such works. The measurement shall be taken according to the procedure laid down in codes for measurement of works.

S-22. DIMENSIONS:

Figure dimensions are in all cases to be accepted in preference to scaled sizes. Large scale details take precedence over small scale drawing. In case of discrepancy, the CONTRACTOR has to ask the Consultants for an explanation before proceeding with the work.

S-23. TESTING OF WORKS AND MATERIALS:

The CONTRACTOR shall, if required by the CLIENT/their authorized representative, arrange to test materials and portions of the works at his own cost in order to prove their soundness and efficiency. These tests should be carried out at the approved Institutions. If after such test, the work or portions of the works are found to be defective or unsound, the CONTRACTOR shall, if ordered by the CLIENT/authorized representative of the CLIENT, pull down such works and re-erect the same at his own cost.

S-24. INFORMATION TO BE SUPPLIED BY THE CONTRACTOR:

The CONTRACTOR shall submit to the CLIENT/ their authorized representative following information as per the proforma :

- a) Daily Labor Deployment Report
- b) The list of technically qualified persons employed by him for the execution of the work.
- c) The total quantity and quality of materials used for the works and supplied to site.
- d) A weekly material receipt report including the materials issued by the owner.

- e) A weekly progress report.
- f) Special incidents at site.
- g) Whether the work is progressing according to Schedule. If not, what are the hitches and the remedial measures.

S-25. TYPOGRAPHIC OR CLERICAL ERRORS:

The Consultants' clarifications regarding partially omitted particulars or typographical or clerical errors shall be final and binding on the CONTRACTOR.

S-26. INSURANCE:

The CONTRACTOR shall insure against all risks detailed in Clause S-19 of Special Conditions of Contract and Clauses 4.12 to 4.15 of General Conditions of Contract. The insurance shall cover all the persons working at site, and visitors including CONTRACTOR's workmen etc. The insurance shall also cover risk against fire, thefts, damage due to riots and civil commotion for his work. Third party insurance will be for Rs. 10,00,000.00 (Rs.10 Lacs).

For this work, the contractor shall arrange for an insurance cover of Rs. 4.0 crores (As per Tender Cost) in addition to the Third Party Insurance and workman compensation policy.

S-27. FORCE MAJEURE:

Neither party shall be held responsible by the other for breach of any condition of this Agreement to any 'Act of State', strike, lockout, or any other reason beyond the control of the parties and, any breach of clauses arising from such 'Force Majeure' Conditions as aforesaid shall not be regarded as a breach of the provisions of this Agreement.

S-28 PROGRAMME:

The CONTRACTOR on starting the work shall furnish a program for carrying out the work stage by stage in the stipulated time for the approval of the CLIENT/Authorized Representative of the CLIENT and follow strictly the approved time schedule incorporating changes, if any, to ensure the completion of construction work in stipulated time. A graph or chart on individual work shall be maintained showing the progress week by week. The CONTRACTOR shall submit to the Consultants, a weekly progress report stating the works, working hours done, quantity of cement used, place, type and quantity of work done during the period.

S-29. VARIATION:

Quantities mentioned in the Schedule of Quantities included in the Contract are tentative and subject to any variation as per actual site conditions and as directed by the CLIENT/their authorized representative for the present scope of work. No compensation shall be paid to the CONTRACTOR on this account.

S-30. RATES:

The CONTRACTOR shall quote same rates for same items in different schedules for various buildings, roads and services etc. In case the CONTRACTOR quotes different rates for the same item in various schedules, the lowest shall be taken as correct and the schedules amended accordingly.

S-31. FABRICATION DRAWINGS:

The CONTRACTOR shall prepare fabrication drawings (of the works identified by the Engineer-in charge) on being awarded the contract. The CONTRACTOR shall submit these in triplicate to the Consultants for their approval. The Consultants shall forward their comments and approvals within ten days of the receipt of drawings to the CONTRACTOR. The CONTRACTOR shall thereafter incorporate the modifications, if any and submit the final set of drawings to the Consultants, within one week of approval in quadruplicate before starting fabrication work.

S-32. BAR BENDING SCHEDULES

The CONTRACTOR shall prepare Bar-Bending schedules for various works and submit to Project-in-Charge for approval or comments within 4 days of issue of the drawings. Changes suggested by Project-in-Charge shall be incorporated in the Bar-Bending Schedule.

S-33. APPROVED MATERIALS:

Wherever "Approved Materials" are mentioned in the Contract, the CONTRACTOR shall get the same approved by the Consultants/the CLIENT prior to its use. The CONTRACTOR shall keep one set of sample of materials approved by the Consultants/the CLIENT at site and submit another set of sample of materials to the Consultants/the CLIENT.

The CLIENT shall retain the right to supply any of the building materials mentioned (viz. false ceiling, Floor Tile etc.) and to deduct the costs of the same as per the rates of the items mentioned / stated in the Tender Documents, if applicable.

S-34. WATER:

The CONTRACTOR shall make his own arrangement for Water, this may be through a temporary bore (if permissible) However, it shall be the responsibility of the CONTRACTOR to get it tested to ensure that it is fit for construction/drinking. If, it requires any treatment to make it fit for construction and/or drinking, then the contractor shall do it at his own cost for which nothing extra shall be paid to him. The CONTRACTOR shall make his own arrangement for extension of line/further distribution at his own cost. The water shall be clean and free from alkaline and acid matters and suitable for drinking purposes. The CLIENT will have the right to direct the CONTRACTOR to get the water tested from a reputed lab at his (CONTRACTOR's) cost.

S-35. ELECTRICITY:

The CONTRACTOR shall make his own arrangement for electricity, this may be through a temporary connection (if permissible) or through DG sets of adequate capacity. The DG sets brought at site shall be noise free and in reasonably good condition.

S-36. WORK AS PER ACTUAL SITE CONDITIONS

The work shall be done as per detailed Architectural and Structural drawings, as required as per actual site conditions. The rates quoted in the tender shall also hold good for a small quantity of work at any place in the premises.

S-37. RATE OF EXTRA ITEMS

The rates of Extra/Substituted Items shall be derived as per Clause no. 5.6 of General Conditions of Contract.

No escalation shall be applicable on extra items.

S-38. INCOME TAX AT SOURCE:

An amount towards TDS, as applicable, on the value of work shall be deducted from all interim and final bills submitted by the CONTRACTOR.

S-39. WORK CONTRACT TAX (WCT)

The prices quoted shall be inclusive of all taxes including WCT, Service Tax , statutory levies/cess etc. to be paid by the CONTRACTOR. Any statutory liabilities arising out of non payment of any tax/levy/cess etc. to Govt. shall be borne by the CONTRACTOR. Any liabilities falling on the CLIENT because of non payment/ default would be adjusted against retention money / PBG (Performance Bank Guarantee) or any other amount due to the agency as may available with the CLIENT.

S-40. DRAWINGS

The CONTRACTOR shall submit 3 sets of completion drawings of the work as actually executed including all services for the record.

S-41. SCHEDULE OF QUANTITIES:

The Schedule of Quantities forms part of the Contract but the CLIENT does not undertake to carry out the whole of the work as shown in the drawings and taken in the Schedule of Quantities and reserves the right to modify the same or any part thereof. The CONTRACTOR shall not be allowed any compensation or damages for the work, which is so omitted or cancelled by the CLIENT.

S-42. QUANTITIES LIABLE TO ALTERATIONS:

A Schedule of probable Quantities in respect of each work and specifications accompanies the Tender Document. The Schedule of probable Quantities is liable to alterations by omission, deductions or additions at the discretion of the CLIENT.

Each part of the tender schedule should be filled in with the rates and amounts in separate columns and all the parts should be totaled up in order to show the aggregate value of the entire tender. All corrections in the tender Schedule shall be duly attested by the initials of the tenderer. Corrections which are not attested may entail the rejection of the tender.

S-43. APPROVAL OF MATERIALS:

All the materials for use in construction shall be got approved by the CLIENT/their authorized representative before placing order/procurement.

S-44. WORKMANSHIP:

Quantity of materials and workmanship shall conform strictly to work specifications and the CONTRACTOR will ensure that the best quality of work is done to the satisfaction of the CLIENT /their authorized representative with strict control on the materials, workmanship and supervision.

S-45. ESCALATION:

Escalation in prices shall be applicable as per clause no.6.6 of General Conditions of Contract.

S-46. ELECTRICIAN & MECHANIC:

The CONTRACTOR shall maintain at site a licensed electrician all the time to ensure that the work is carried out properly and no accident takes place. The electrician may need to work in close co-ordination with the CLIENT, Electrical Engineers, and/or the Electrical Contractors employed by the CLIENT at site.

The CONTRACTOR will also employ a mechanic at site to attend to routine problems with the machinery brought to site.

S-47. PROVIDENT FUND AND E.S.I.S.:

The CONTRACTOR shall be at full liability for Provident Fund, Employees State Insurance Scheme, payments for his workers and staff, as required by the law. The CONTRACTOR shall comply with all the provisions of "The Building & other Construction workers (Regulation of Employment & condition of Service) Act 1996 & various rules & Regulations enacted by the respective Government in Compliance of this Act. He will extend all assistance to the CLIENT to deal with the relevant authorities in these matters at no extra cost to the CLIENT. In case workers and staff of the CONTRACTOR are not covered under the above "schemes", the CLIENT shall deduct the due amount(s) from the bills of the CONTRACTOR and deposit the same with the relevant authorities.

S-48. WORKING:

The CONTRACTOR may have to work round the clock at site if required. The area of work will be cordoned off by full height temporary partitions. All work involving noise shall be carried out with discretion so as not to cause any nuisance. Temporary light points required in working area will be provided by the CONTRACTOR at his own cost in consultation with the CLIENT at site. The tender rates shall be quoted accordingly by the CONTRACTOR.

CONTRACTOR will carry out the entire work in a manner so that normal functioning of the premises is not hampered. Site shall be cleared by the CONTRACTOR's own people by removing debris out of premises.

S-49. RETENTION MONEY:

Retention money will be deducted and refunded as per provisions of clause no. 6.3 of General Conditions of Contract.

S-50. APPROVAL FROM LOCAL AUTHORITIES:

The CONTRACTOR shall ensure that all works / installations carried out by him shall comply and conform to the local statutory rules and regulations as applicable and to the complete satisfaction of the approving authority. In the absence of local rules and regulations/specifications relevant National/International Codes such as I.S./B.S./ASTM codes will be applicable.

All associated activities/expenses required for necessary clearances/permissions/approvals/licenses from concerned authorities which are required by a construction agency in connection with construction activity, are in the scope of the CONTRACTOR and he shall be responsible for obtaining the sanction of any or all of the above. However actual statutory fee for clearances/permissions/approvals/licenses shall be borne by the CLIENT on production of the proof of payments thereof.

S-51. SUPPLY OF MATERIALS:-

No material will be supplied by the Client, the Contractor will have to arrange all the material by himself.

S-52. WATER PROOFING GUARANTEE

The contractor shall provide the water proofing guaranteed for 10 (ten) years.

S-53 The tenderers will have to provide rate analysis of all major items at time of submission of their offer.

S-54 Individual Items quantities may vary up to 20% subject to over all value of contract not exceeding 5% of the total project cost.

S-55. SPECIAL CONDITIONS OF CONTRACT:

In the event of any discrepancy between the clauses mentioned anywhere else in the tender and the clauses mentioned under Special Conditions of Contract, **the clauses mentioned within 'Special Conditions of Contract' shall supersede those mentioned elsewhere.**



TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

**ALL THE ITEMS WILL BE EXECUTED AS PER C.P.W.D. , NBC AND IS:COD SPECIFICATIONS,
ANY ITEMS OTHER THAN THOSE, WILL HAVE TO BE AS PER INSTRUCTIONS OF
ARCHITECTS/ ENGINEERS-IN-CHARGE.**

BILL OF QUANTITIES

1. **PREAMBLE TO THE BILL OF QUANTITIES**

- 1.1. BOQ will be read in conjunction with other parts of the tender document i.e. general conditions of contract, special conditions, drawings and any other document enclosed.
- 1.2. The rates quoted shall be deemed for the works for all height and leads and at all levels, involving any staging at heights, unless otherwise mentioned in the Bill of Quantities.
 - 1.2.1 The tenderer shall provide analysis of rates of all major items at the time of submission of his offer.
- 1.3. The rates quoted shall be for finished, completed and commissioned work. All costs, inputs of materials, labor, taxes, duties, freight, octroi, plant and machinery, works contract tax, sales tax, service tax, cess, financial and administrative charges, statutory levies, all other overheads, profit and any other expenses, as required, shall be deemed to have been taken into account and included in the rates, unless otherwise noted.
- 1.4. The technical specifications in the Bill of Quantities are brief. All civil works including plumbing works shall be executed in accordance with CP.W.D. Specifications except wherever specified otherwise or where CPWD specifications do not contain a particular item. For such items, the work will be executed as per relevant latest IS-codes. In case the IS-code does not provide the requisite information about execution, the work shall be executed as per directions of Engineer-in-charge.
- 1.5. The mode of measurements shall be as indicated in the technical specifications / C.P.W.D. specifications unless otherwise noted. In absence of this, the mode of measurement as per relevant IS Codes shall govern. In case the relevant code is silent on a particular item, decision of Engineer-in-Charge regarding measurement will be final.
- 1.6. All quantities shall be the net measurement as fixed in position and quoted rates must include for all wastage, as per trade practices or traditional allowances.
- 1.7. Rates quoted by the contractor shall be valid for works in small quantity as well as for working in narrow areas
- 1.8. The quantities indicated in the Bill of Quantities against each item are indicative and are likely to vary to any extent. The items can also be omitted at the discretion of the CLIENT. The CONTRACTOR shall not have any claim on this account and the CONTRACTOR's quoted rates shall not alter on account of any of these variations nor will it vitiate the contract in any way.
- 1.9. Payment shall be made for quantities actually executed at site, as specified in contract.
- 1.10. The drawings enclosed with the tender document are meant for "Tender Purpose" only to give an idea to the bidder about the type of work involved in the building. The tenderer is required to go through these drawings and seek clarification, if any, before quoting. The drawings will be signed and stamped by the tenderer while submitting the offer.

- 1.11. All materials used in the work shall meet requisite specifications. Materials of only approved manufacturers shall be allowed to be used on the works. List of approved makes are enclosed with the bid document. Wherever the approved makes are not mentioned, the CONTRACTOR shall seek the information from the CLIENT / Consultant.
- 1.12. The CONTRACTOR shall be responsible for co-coordinating all the works at site including that of various utilities so as to avoid the delays and achieve the scheduled progress. The CONTRACTOR shall also co-ordinate the requirements for holes, fixing and any civil work for all internal & external service installations in accordance with the requirement of relevant drawings. No cutting of RCC work / brick work shall be permitted for any hole / cut-out until & unless specifically ordered by the Engineer-in-charge.
- 1.13. The CONTRACTOR shall maintain an up to date register of drawings issued for works. The same shall be indexed for ready reference. In case of issue of any revised drawing, the drawing previously issued to the CONTRACTOR shall be marked "Superseded".
- 1.14. The CONTRACTOR shall bring to the notice of the Engineer-in-charge any discrepancy within or between the drawings and / or other contract documents and shall not proceed with the work until the Engineer-in charge gives clarifications and instructions to proceed. Normally in cases of variance / discrepancy between the drawings and other documents, the stringent of the two shall be applicable.
- 1.15. The CONTRACTOR shall make his own arrangements for storage of materials and shall be fully responsible for safe custody to the same.
- 1.16. The CONTRACTOR shall maintain complete record of all materials at site and shall submit daily material receipt reports to the Engineer-in-charge. Necessary consumption statements shall also be made available to the Engineer-in charge as and where required. The CONTRACTOR shall allow the Engineer to inspect his stores as and when required.
- 1.17. Location of any temporary works / structures to be constructed by the CONTRACTOR for execution of the work shall be approved by the Engineer-in-charge. The CONTRACTOR shall be solely responsible for safety and quality of such works / structures, such temporary works / structures shall be removed by the CONTRACTOR immediately after execution of the work.
- 1.18. The CONTRACTOR will make his own access road to site of work, if required, after seeking permission from the Engineer-in charge. The same shall be dismantled after completion of the work.
- 1.19. The CONTRACTOR shall make his own arrangements for accommodation of his staff and labor to be deployed for execution of work. Labor shall not be allowed to stay inside the site premises. The CONTRACTOR will also ensure that labor is not provided accommodation at any unauthorized location.
- 1.20. The CONTRACTOR shall provide identity badges to his staff / workers. All his staff / workers will wear helmets and take all necessary safety precautions while executing the work at site. The CONTRACTOR shall be responsible for all the requisite safety measures at site like safety belts, barricades, protective headgears, safety shoes, proper lighting connections etc.

- 1.21. The CONTRACTOR may have to work late at night, if so required to achieve the desired progress of work. However, such work shall not be carried out in the absence of his project manager / site engineer. The CONTRACTOR shall inform the Engineer-in-charge about the work to be done at night. He shall make proper lighting arrangements and take adequate safety measures to carry out the work at night. The Engineer-in-charge may order for discontinuing the work at night in case the lighting and safety arrangements are found to be inadequate.
- 1.22. The CONTRACTOR shall provide at his own cost, two sign boards at directed locations indicating the name of the project, the Client, Consultant and the CONTRACTOR for the works. The same shall be exhibited as directed.
- 1.23. The CONTRACTOR shall provide all assistance to the CLIENT in arranging inspections and obtaining approvals / completion certificate from statutory authorities.
- 1.24. Necessary test certificates for materials brought to site for construction shall be provided by the CONTRACTOR. To ensure the quality of the materials, the Engineer-in-charge may ask the CONTRACTOR to get materials tested in accordance with relevant standards, at his (CONTRACTOR's) cost.
- 1.25. Bailing out or pumping out of rain water or water from any source during the entire period of execution of the work shall be responsibility of the CONTRACTOR. The CONTRACTOR shall also keep the site reasonably neat and clean and shall make all arrangements to protect all materials and works from being damaged by water from any source.
- 1.26. The CONTRACTOR will get approved from Engineer-in-charge / Architect, the samples of various materials to be incorporated in work. The cost of such samples shall be borne by the CONTRACTOR. He shall provide alternative samples till the approval has been obtained. The CONTRACTOR, shall at his own cost, provide one set of approved standards & codes, to which, the proposed materials, item and works to be executed shall conform.
- 1.27. The CONTRACTOR shall maintain strict quality control at site and mobilize necessary equipment for carrying out field tests. The equipment will be certified / tested by appropriate agency wherever required.
- 1.28. Test certificates for all equipment / test gauges etc. shall be provided.
- 1.29. All work shall be carried out completely to the satisfaction of the Engineer-in-charge, irrespective of the item description.