

PROPOSED FITOUT
FOR
NORTH EAST LIVELIHOOD PROMOTION SOCIETY

AT
Dilip Huzuri Path, Supermarket, Guwahati

TENDER DOCUMENT
FOR
CIVIL & INTERIOR WORKS

Architects & Project Director's representative.

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NOTICE INVITING TENDER

To,

Mr.
.....

PROJECT : North East Rural Livelihood Project (NERLP)

SUBJECT : INVITATION TO BID

Dear Sir,

We are pleased to invite you to bid for the below mentioned package for the project.

PACKAGE : **Civil & Interior Works**

SITE ADDRESS : 2nd floor, Above Ganga Clinical Laboratory Dilip Huzuri Path,
Supermarket, G.S. Road, Guwahati-781006

SCHEDULE : Completion date: - 20 days including installation from the
date of receiving PO.

FORM OF CONTRACT : ITEM RATE

VENUE FOR TENDER RELEASE: NERLP office House No.2
Six mile, G.S Road
Guwahati- 781 022
Ph: 03612331233 Fax 0361 -2331277.

LAST DATE OF SUBMISSION : 10.12.2014

PRE BID MEETING : 04.12.2014

DATE OF BID OPENING : 10.12.2014

VALIDITY OF BID : SIX MONTHS FROM DATE OF OPENING
Can be extended further as desired by client

REMARKS : BID TO BE SUBMITTED ALONGWITH A SOFT COPY ON A
COMPACT DISK IN SEALED ENVELOPE.

Bids shall be marked with package name on the envelope and submitted to :

Project Director

NERLP office House No.2
Six mile, G.S Road
Guwahati- 781 022.
Ph: 03612331233 Fax 0361 -2331277

SCHEDULE OF FISCAL ASPECTS

SCHEDULE OF SALIENT FISCAL ASPECTS OF TENDER

SCOPE OF WORK:	As per Conditions, Specifications and Bill of Quantities set forth in the Tender Document and shall include the specifications, drawings and sketches issued to you and to be issued to you by the office during the duration of the Project. The quoted Rates hold firm for the entire Works plus the period upto the settlement of Final Bill. No escalation will be entertained towards labour, materials, petrol, diesel and increase in statutory levies or any other account.
COMPLETION DATE:	20 days including Installation from the date of receiving of PO.
PAYMENT TERMS:	<p>a) 10% of Contract Amount as Mobilization Advance (against Bank Guarantee of equivalent amount valid for completion period from any nationalized bank)</p> <p>b) 25% Minimum value for interim bill (max.3 nos.) as Certified by the Project Director, NERLP (a certificate stating "All shop drawings and materials have been approved" should be submitted along with the bill.)</p> <p>c) 15% against final bill on completion of snags and Handing Over of complete set of documents in Triplicate & Completion Certificate (as / enclosed format) from the Consultant & Project Director.</p> <p>5% of the total contract value will be deducted from each bill on a pro-rata basis to be retained for a period of 12 months from the date of virtual completion. The same can be released for equivalent amount of Bank Guarantee from a Nationalised bank valid for 12 months from the date of virtual completion.</p> <p>EMD REQUIRED : INR 2.25 Lakhs</p>
FREIGHT, INSURANCE, OCTROI, ENTRY TAX, WORKS CONTRACT TAX, OTHER LEVIES & DUTIES:	Contractor shall quote the all-Inclusive rates. Nothing extra will be paid over and above the quoted rates. Insurance for equipments/materials should be taken by the vendor and should be up-to delivery site of the North East Rural Livelihood Promotion Society (NELPS).
NON-TENDER ITEMS:	<p>Client shall have the right to add / change / delete any item at its discretion.</p> <p>Payment for Non-Tender Items shall be made on the basis of the following in the order of priority:</p> <ol style="list-style-type: none"> 1. The rate for Non-Tender Items derived from the quoted rate of similar item in the tender. 2. Rate Analysis submitted by the Contractor along with original proofs of purchase. The Contractor shall be paid actual cost for labour and material including wastage if any with overheads & profits of 15%.
RETENTION CLAUSE:	5% of the contract value shall be deducted on pro-rata basis as Retention Money and will be released after completion of the Defect Liability Period of 12 months from the date of certified completion of the Project. The Retention Amount may be released after the certified completion of the works on submission of Bank Guarantee of equivalent amount valid till the defects liability period, at the discretion of Client.
PENALTY:	1% of contract value per week subject to a maximum of 10% of the Total Contract Value for delay in completion of the Works beyond the stipulated Completion Date.

	If the final bills are not submitted within 15 days from date of virtual completion / as instructed by Project Director then a penalty of 0.5% of bill value shall be levied as penalty.
DEFECTS LAIBILITY PERIOD:	12 months from certified date of successful completion of work.
SUBMISSION OF FINAL BILL:	Within 15 days from the certified date of completion of the Works.
PERIOD OF HONOURING CERTIFICATE:	<ul style="list-style-type: none"> • Payment against all the R/A Bills will be released within 30 working days from the submission of bills to client along with all supporting documents e.g. material challans, verified measurements sheets etc. duly approved by the architect & project manager. • Payment against the Final Bill will be released within 30 working days from submission of bills to the client with all supporting documents duly approved by the Architect & Project Manager and verification of measurements by client's representatives.
INSURANCE TO BE AVAILED BY THE CONTRACTOR:	As per General Conditions of the contract
PROVIDENT FUND / ESI COVERAGE:	As per General Conditions of the contract
ADHERENCE TO EHS CONDITIONS:	Non-adherence to EHS conditions would invite a fine of Rs.1000/- for minor violation and Rs.2500/- for major violation for each incident. For repeated violation of same nature an increase of 50% on the previous fine amount will be imposed for each subsequent incident
CORRECTNESS OF MEASUREMENT SHEETS:	In case measurements submitted with bills are found to contain incorrect information, the bill would be returned and would be admissible only with the next bill after correction of all measurements. The correct information shall be as per defined norms of measurement or generally accepted practices; any queries shall be discussed and clarified during project pre commencement meeting.

Note: These fiscal terms will override any similar terms mentioned anywhere else in the tender document.

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

OWNER AND SCOPE OF WORK

The scope of work in the proposed contract that will proceed from this Request for Proposal will include:

- **CIVIL & INTERIOR WORKS**

Other works in the project not included in the scope of this Request for Proposal, to be supplied / executed by the Owner directly or by others nominated by the Owner.

The Bidder must understand thoroughly the scope of work that he is bidding for and the inter-relationship of this work with work to be performed by others in the project. The Bidder should request the Architect, in writing, for additional information he deems necessary to make a competent proposal.

CONSULTANTS

The Architectural Consultants are:

Neha Kaul Parasar

Stem.

9, Jhanakpur, Bishnu Rava path, Beltola Tiniali
Guwahati- 781028.

CONSTRUCTION SCHEDULE

The work has to be completed as per schedule attached. The contractor shall be required to submit detailed Construction schedule and major milestones. The Bidder's demonstrable ability to achieve the targets shown in the Construction Schedule will be a major consideration in the valuation of his bid. The Bidder must confirm, in the Proposal Letter, his willingness to conform to this Construction Schedule. If the Bidder is unable to conform to this Construction Schedule he should clearly state this and submit his alternate schedule for the Owner's consideration.

REQUEST FOR PROPOSAL

The complete set of documents accompanying the Request for Proposal comprise of:

Letter Requesting Proposal
Schedule of Fiscal Aspects
Instructions to Bidders
Form of Proposal – Allocation of Bidders resources
Form of Proposal – Curriculum Vitae of key personnel to be assigned to the Project
Form of Proposal – BOQs
Form of Proposal – Summary of costs
Proposed Owner – Contractor Agreement
Proposal General Conditions of Contract
Proposed Special Conditions of Contract
Proposed format for warranties and bonds
Specification for material and workmanship
Drawings

ADDITIONAL INFORMATION AND ADDENDA

The bidder must address all requests for additional information to the Project Director in writing within 4 days of receipt of tender or on the date of prebid meeting as specified. Answers and additional information will be given on *same day* and circulated to all bidders as Addenda. The bidder must acknowledge receipt of all Addenda in his submittal.

- Bid to be submitted will be a commercial bid and no technical queries / clarifications shall be entertained.
- All technical queries shall deemed to be discussed and clarified with respective consultants during the prebid meeting
- Any communication with respect to bid (other than commercial bid) shall be forwarded in a separate sealed envelope clearly marked (QUERIES FOR TENDER FOR CIVIL & INTERIOR WORKS). Commercial bid shall be opened only after the technical qualification of the bidders

ACCEPTANCE CRITERIA FOR BIDS

The proposal submitted by the bidder must be written in the Forms of Proposal issued with the RFP. All the forms, without exception, must be filled in with the information required in the appropriate space. Incomplete or vague submittals are likely to be rejected without further consideration.

Use blue ink or a ball-pen to fill in the forms. Mistakes must be neatly over scored and the correction written nearby and initialed. Do not erase or use correction fluid in mask mistakes.

Stamp each page of the Forms of Proposal with the bidder's official seal and an authorized officer should sign the page in original. Do not unbind or remove pages from the bound books in the RFP. If the space provided in any of the forms is inadequate, take out photocopies of the blank sheets to provide additional space and staple them to the original page. Write a note on the original page indicating the number of additional sheets attached.

Do not modify any of the Forms of Proposal by striking out any printed matter or by inserting any new conditions. If the bidder wishes to modify any of the stipulations in the RFP, he may do so in a separate covering letter under the heading "VARIATIONS FROM RFP". The bidder shall state in the Proposal Letter that his submittal is accompanied by such a letter.

All documents submitted with the RFP, except the Letter Requesting Proposal, must be returned with the bidder's proposal. Each sheet of the documents must be stamped with the bidder's official seal in token of having read, understood and accepted their contents to be the terms of a contract that may be executed if the bidder's proposal is accepted.

The proposal shall be submitted in the envelope supplied with the RFP for this purpose. Close the envelope and seal flaps.

OPENING OF PROPOSALS

The Owner, Consultants alongwith the bidders / authorized representatives will open proposals at 3.00 pm, office conference Hall.

The Owner reserves the right to accept any proposal, and to reject any or all proposals entirely at his discretion. He is not bound to accept the lowest or any proposal. The Owner's decision to accept or reject proposals as he sees fit is final and not justifiable. He will not provide any reasons for his decisions to any bidder.

The successful and unsuccessful bidders will be informed of the Owner's decision within 1 weeks of the last date for submittal of proposals.

COST OF SUBMITTING PROPOSALS

The bidder shall bear all costs in procuring the RFP, preparing and submitting proposals including all expenses incidental there to. The Owner's invitation to submit proposals does not create any liability on his part towards the invitee to pay any costs or fees.

OTHERS:

1. Formatting of soft copy shall not be tampered with. In case of discrepancy between soft copy and hard copy rates, then rates mentioned in hard copy shall apply
2. Rates of RO items when operated at a later date shall be open for review, if desired by Project Director. Rates will be analyzed as per extra item format and compared with quoted rates and the rate whichever is lower (between quoted and analyzed) will be made applicable
3. No RO items shall be executed by contractor without prior approval of Project Director's representative / Client.
4. Client reserves the right to revise (upward or downward) the scope of works up to 25% defined in the contract at any time during the execution. No compensation or extra time shall be paid on account of this revision.
5. In case there is an increase in quantity of any item by more than 10% then Client reserves the right to analyze the rates of such items and shall pay the rate whichever is lower for increased quantity
6. Securing all statutory approvals for the works executed by said contractor shall be his responsibility. Bidders can mention the cost for the same in their bids separately
7. Client reserves the right to supply any item at any time during the contract period and remove the said item from the tender.
8. Costs for providing and maintaining water and power supply for works executed at site shall be borne by the contractor and shall form part of his bid price. The client shall not be responsible for providing power for works.
9. Basic Cost of Material to be submitted for all the materials to be used.

FORMS OF TENDER

FORMS OF TENDER

PROPOSAL LETTER

Date :

Sub.: Proposed office Interiors for North East Livelihood Promotion Society (NELPS).

Ref.: Your request for proposal dated _____.

Dear Sirs,

This refers to your letter dated _____ inviting us to submit a proposal for CIVIL & INTERIOR WORKS at the offices for North East Livelihood Promotion Society (NELPS). We have received the following documents issued with your request for proposals or thereafter:

- Format of proposed Owner-Contractor Agreement, stamped with our seal in acknowledgement.
- Proposed General Conditions of Contract, stamped with our seal in acknowledgement.
- Proposed Special Conditions of Contract, stamped with our seal in acknowledgement.
- Format of Bonds and Warranties required to be signed by the Contractor on award of Contract.
- Instructions to bidders.
- Forms of Tender 1 through _____, filled in and signed as required.
- Bills of Quantities, pages 1 through _____, with Item Rates filled in, the Amounts summarized and signed as required.
- Technical Specifications.
- Tender Drawings No. _____ to _____.
- Addendum No. _____ dated _____.
- Addendum No. _____ dated _____.

We have read and understood the documents listed above. We have, on _____, visited the site where the work is to be constructed. Having obtained and interpolated all information necessary, we propose to execute the work for the consideration of Rs. _____ (Rupees _____ only).

If we are awarded the work, we agree to:

Commence the work on _____
Complete and handover the entire work before _____

If we are awarded the work we agree, within a week of award, to execute a contract and submit bonds and warranties in the format of the documents listed herein.

Forms of Tender

(In the following paragraph, strike out the sentence not applicable and initial in the margin)

The proposal is entirely in conformance with the documents included in the Request for Proposal. This proposal is subject to conditions set out in our letter-dated _____, listing the variations to the terms in the Request for Proposal.

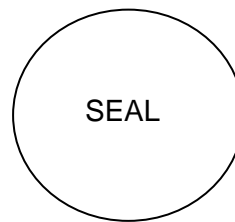
We understand that you, at your sole discretion, may award the work to whomsoever you may choose, on whatsoever terms, or decide to carry out only a part of the work or not to carry out the work at all, without having to give us any explanation.

Yours faithfully,

_____ (Signature)

_____ (Name)

_____ (Designation)



BIDDERS BUSINESS ORGANISATION

Full name of business: _____

Type of business entity:

	Partnership	Pvt. Ltd.		Other:
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Year of establishment: _____

Registering authority: _____

Registration no.: _____ Date: _____

Registered address: _____

Telephone nos. _____ Fax nos. _____

Address for correspondence related to this bid: _____

Telephone nos. _____ Fax nos. _____

Bankers:
1. _____

2. _____

Complete list of all principals, partners, and directors:

Name	Position	Name	Position
1. _____	_____	6. _____	_____
2. _____	_____	7. _____	_____
3. _____	_____	8. _____	_____
4. _____	_____	9. _____	_____
5. _____	_____	10. _____	_____

Officer authorized to submit this bid: _____

FOUR REPRESENTATIVE PROJECTS COMPLETED BY BIDDER

S.No.	Owner & Address	Project Description	Value (Rs.)	Start Date	Compln. Date	Scope of Bidder's work
	Name: Address: Tel no.					
	Name: Address: Tel no.					
	Name: Address: Tel no.					
	Name: Address: Tel no.					

NOTE: The Bidder shall describe four most recent (within last five years) projects completed. In the 'scope' column list direct responsibility for work, such as Main Contractor, Sub-contractor, Partitions & Doors, Suspended Ceiling, Fitted Furniture, Loose Furniture, etc.

ONGOING/CURRENT PROJECTS OF BIDDER

S. No.	Owner & Address	Project Description	Value (Rs.)	Start Date	Compln. Date	Scope of Bidder's work
	Name: Address: Tel no.					
	Name: Address: Tel no.					
	Name: Address: Tel no.					
	Name: Address: Tel no.					

NOTE: The Bidder shall describe ALL the ongoing/current projects. In the 'scope' column list direct responsibility for work, such as Main Contractor, Sub-contractor, Partitions & Doors, Suspended Ceiling, Fitted Furniture, Loose Furniture, etc.

MANPOWER AND EQUIPMENT RESOURCES

Date:

S. No.	Description	Total	Proposed for this project
	MANPOWER		
	Administration		
1.	Principals / Directors		
2.	Managers		
3.	Accounts / Clerical		
	Technical		
1.	Project Managers		
2.	Senior Architects (above 5 years experience)		
3.	Junior Architects (2 to 5 years experience)		
4.	Senior Engineers (above 5 years experience)		
5.	Junior Engineers (2 to 5 years experience)		
6.	Supervisors / Foremen		
7.	Others		
	Support Services		
1.	Quantity Surveyors		
2.	Purchasers		
3.	Store keepers		
4.	Others		
	EQUIPMENT		
1.	Electric table saws		
2.	Power planners		
3.	Power routers / moulders		
4.	Electric drills		
5.	Electric hand saws		
6.	Welding sets		
7.	Air-compressors (spray painting)		
8.			
9.			
10.			

KEY PERSONNEL TO BE ASSIGNED TO PROJECT

Project Designation: _____

Full Name: _____

Date of Birth: _____ Age: _____

Residential Address: _____

Tel No. _____

Professional / Educational qualifications:

1. _____ Year: _____

2. _____ Year: _____

3. _____ Year: _____

Membership of Prof. Institutions:

1. _____ Year: _____

2. _____ Year: _____

3. _____ Year: _____

Years of work experience: _____ (years total)

With Bidder: _____ yrs. Designation:

With others: 1. From _____ To _____ Yrs.
Name _____

With others: 2. From _____ To _____ Yrs.
Name _____

With others: 1. From _____ To _____ Yrs.
Name _____

List and briefly describe major professional & work related achievements:

OWNER – CONTRACTOR AGREEMENT

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made on _____ between North East Livelihood Promotion Society (NELPS), Six Mile, Guwahati, hereinafter called the "Owner (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors and assigns) of THE FIRST PART and _____, having its Registered Office at _____, hereinafter called the "Contractor" (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors) of THE SECOND PART.

AND WHEREAS The Owner is desirous of carrying out fit out, furnishing and interior finishes and particularly _____ at its leased premises forming part of _____ - (hereinafter called the "Work").

AND WHEREAS The Owner has caused designs, drawings, Specifications and Bill of Quantities showing and describing the Work to be prepared by Neha Kaul Parasar, Stem. 9, Jhanakpur, Bishnu Rava path, Beltola Tinali Guwahati- 781028 (hereinafter called the "Architect and Project Management Consultants").

AND WHEREAS the Contractor has offered to carry out the work and the Owner has agreed to award the work to the Contractor on certain terms and conditions which the parties are desirous of recording.

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

1. The Owner and the Contractor agree that the General Conditions, Specifications, Bill of Quantities and Contract Drawings, etc. defined in greater detail as "Contract Documents" in the General Conditions and attached hereto shall form an integral part of this Agreement.
2. For the consideration hereinafter mentioned the Contractor should, upon and subject to the "Contract Documents" annexed hereto carry out the said Work.
3. In consideration of the Contractor carrying out the Work, The Owner shall pay to the Contractor a sum of Rs. _____ (hereinafter referred to as the "Contractor Sum") or such other sums as shall payable hereunder at the times and in the manner specified herein and the General Conditions annexed hereto.
4. The term *Project Management Consultants* and the *Architect* shall mean Stem and, in the event of their ceasing to be the Project Management Consultants or Architects for the purposes of this Contract, such other person as the Owner shall nominate for those purposes, not being a person to whom the Contractor shall object for reasons considered to be sufficient by an Arbitrator, appointed in accordance with the said General conditions, provided always that no persons subsequently appointed to be the Project Management Consultant/Architect under this Contract shall be entitled to disregard or over rule any certificate or opinion or decision or approval or instruction given or expressed by the Project Management Consultant/Architect for the time being.
5. The said Contract Documents annexed hereto shall be read and construed as forming part of this Agreement and the parties hereto shall respectively abide by and submit themselves to the Contract Documents.

6. The Contractor shall carry out the Work in accordance with the schedule attached hereto as Appendix (____).
7. The Contract shall be an ITEM RATE CONTRACT. The Contract Sum as stated herein is subject to addition & deduction. The Contract Sum payable to the Contractor shall be determined by applying the Item Rates in the Bills of Quantities attached hereto or such other rates as may be agreed to in writing as variation to the Contract to the as-built quantities measured upon completion of the Work.
8. The Contractor has scrutinized all Drawings, Bill of Quantities, Specifications and Conditions of Contract and has visited the site to co-relate the drawings and design intent to the site conditions and Contractor confirms that his prices included in the Bill of Quantities have been determined on the basis of such scrutiny of the documents and site conditions.
9. The quantities of pay items shall be measured net after installation in accordance with the units of measurements indicated against each item irrespective of any local custom or practice to the contrary. The Contractor has allowed for all wastage and additional costs, if any, in his prices.
10. The detailed drawings and item descriptions in the Bill of Quantities are not exhaustive. They are indicative of the general design intent. The Contractor's price is inclusive of all components and finishes required to achieve the design intent of each individual item and for co-ordination of details for inter-related items.
11. The Contractor's prices for all built-in and fitted-in position items are inclusive of all supports, fittings and hardware, whether indicated or not in drawings and / or item description in the Bill of Quantities.
12. The prices quoted are inclusive of all Central, State, Local and / or other taxes, duties, levies, etc., applicable and / or notified on the date of signing the Contract. The Contractor and he alone, shall be liable and responsible for payment of all taxes relating to the work.
13. The prices quoted shall be valid for the entire duration of the Contract. The Contractor's prices allow for escalation in cost of materials, labour and all other relevant cost factors.
14. The Work under this Contract is to be implemented under certain structures and controls such as working hours, cleanliness, security requirements, noise pollution, etc. The effect of these upon prices has been taken into account.
15. The Defects Liability Period shall be 12 Months from the date of Virtual Completion.
16. The Period of Final Measurement and Valuation shall be one Month from Virtual Completion.
17. The Date of Completion of the work shall be 12 weeks from the date of issuance of PO in accordance with the provisions of the Contract, time being the essence of the Contract.
18. The Owner agrees to pay the Contractor the Contract Sum in accordance with the schedule mentioned in the Fiscal Terms:

Retention Amount: 5% of the Contract Sum upon the expiry of the Defects Liability Period of 12 months from the date of Virtual Completion.

19. It is agreed by and between the parties that the Retention Amount after the acceptable Virtual Completion shall be 5% of Contract Sum. The Owner shall retain this Sum for the duration of the Defects Liability Period, which is agreed to be 12 months from the date of acceptable Virtual Completion and handing over of the Works by the Contractor to the Owner.
20. It is agreed by and between the parties hereto that the period of honoring Payment Certificates issued by the Architect shall be Fourteen Days.
21. The Contractor shall take out a Contractors All Risk Insurance Policy for the full value of the Contract Sum.
22. It is hereby expressly agreed by and between the parties that the aforesaid conditions are Special Conditions of the Contract and in the event of there being any conflict between the aforesaid Special Conditions and the General conditions of Contract, Specifications, Bill of Quantities, Appendices, Contract Drawings, then in the event the aforesaid conditions shall prevail upon the General Conditions of Contract, Specifications, Bill of Quantities, Appendices, and Contract Drawings.

IN WITNESS WHEREOF the Owner has set and subscribed its hands and seals and the Contractor has caused its Common Seal to be affixed hereunto on the Day and Year herein above written.

SIGNED SEALED AND DELIVERED BY Mr. _____, the duly constituted attorney for the within named Owner _____.

Signature of Owner: _____

In the presence of: Mr. _____

Signature of Witness: _____

SIGNED SEALED AND DELIVERED BY Mr. _____, the duly constituted attorney for the within named Contractor _____.

Signature of Contractor: _____

In the presence of: Mr. _____

Signature of Witness: _____

GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

DEFINITIONS AND INTERPRETATIONS

- 1 DEFINITIONS :In the contract following words and expressions shall have meanings hereby assigned to them, except where the context otherwise requires:
- 1.1. "Contract Documents" consist of the notice inviting tenders, the Agreement between the client the Contractor the General Conditions of Contract, the Specifications, the Drawings, and the bill of quantities.
 - 1.2. "Client" means North East Livelihood Promotion Society (NELPS), Six Mile, Guwahati, India on whose behalf tenders are invited and includes its successors, assignees and legal and authorized representatives, successors and permitted assigns.
 - 1.3. "Contractor" means the person, firm or company whether incorporated or not, employed as Contractors by the client for undertaking the works and shall include the Contractor's legal and authorized representatives, successors and permitted assign.
 - 1.4. "Sub-Contractor" means the person, firm or company to whom any part of the Contract has been sublet by the Contractor with the written consent of the Client and includes the Sub-Contractor's legal and authorized representatives, successors and permitted assigns.
 - 1.5. "Nominated Sub-contractor" refers to those specialists, tradesmen and others, nominated by the Architect/ Client for executing special works or supplying special equipment or materials, for which provisional sums are included in the contracts. Such agencies shall be deemed to be Sub-Contractors of the Contractor.
 - 1.6. "Project Manager" means the Project Manager appointed by the Client (as named in the tender or in the event of his ceasing to be the Project Manager for the purpose of this Contract, for whatever reasons, such other person, firm or company as the Client may nominate for the purpose) for overall supervision, day-to-day monitoring of the Contract, progress monitoring, coordinating between Architects & Service Consultants and certification of all invoices.
 - 1.7. "Architect" means the Architect appointed by the Client (as named in the tender or in the event of his ceasing to be the Architect for the purpose of this Contract, for whatever reasons, such other person, firm or company as the Client may nominate for the purpose) for providing Interior and Electro-mechanical-plumbing Design Services in association with his specialist Consultants.
 - 1.8. "Completion Date" means the scheduled date for completion of the Works as set forth in the Agreement between the Client and Contractor, as the same may be extended pursuant to Clause 71.0.
 - 1.9. "Contract Sum" means:
 - In the case of item rate contracts, the total cost of the works arrived at after extension of the quantities shown in the bills of quantities by the rates quoted by the bidders for the respective items for which the tender is accepted.
 - In the case of lump sum contracts, the sum for which the tender is accepted.
 - 1.10. "Provisional sum" shall mean a lump sum included in the tender documents representing the estimated value of the work for which details are not available at the time of issue of tender.
 - 1.11. "Works" means the works to be executed in accordance with the Contract.
 - 1.12. "Constructional Plant" means all plant, tools, tackles, appliances or equipment, implements, scaffolding of whatever nature required for the execution of the works but does not include materials, equipment or other things intended to form part of the works.

- 1.13. "Temporary Works" means all temporary works of every kind required for the execution of the works by the contractor.
 - 1.14. "Specifications" means the specifications annexed to or issued with the tender and any modifications thereof or additions thereto as may, from time to time be furnished or approved in writing by the Architect/ Client.
 - 1.15. "Drawings" means the drawings referred to in the Specifications and any modifications of such drawings or such other drawings as may be from time to time be furnished or approved in writing by the Architect.
 - 1.16. "Site" means the premises/ building and other places on, under, in or through which the works are to be executed or carried out and any other lands or places provided by the Client or used for the purpose of the Contract.
 - 1.17. "Approved" means approved in writing including subsequent written confirmation of previous verbal approval.
 - 1.18. "Unexpected Risks" are risks due to riots (otherwise than among Contractor's employees) and civil commotion (in so far as both these are uninsurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, insurrection, military or usurped power, an act of Government an act of God such as lightning, unprecedented floods, tornado, and damage from aircraft.
 - 1.19. "Writing" means any manuscripts, typewritten or printed statement under or over signature and/or seal as the case may be.
 - 1.20. "Written Notice" shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at and a written delivery receipt obtained or sent by registered mail to the last address known to him, who gives the notice.
 - 1.21. "Month" means English Calendar month, "Day" shall mean a calendar day of 24 hours each.
 - 1.22. "Working Day" shall mean any day from Monday to Saturday (both days inclusive) excluding all public Holidays as notified by the central Government of India.
 - 1.23. "Virtual Completion" shall mean that the "Works" have been completed in every respect in conformity with the Contract Documents and are ready and fit for occupation and commissioning.
 - 1.24. "Approved Equal" shall mean an alternative product/ service approved by the Architect as equivalent to that specified in the Contract Documents.
 - 1.25. "Guarantee Period" has the meaning given to that term in clause 89.1.
- 2 **Scope and Intent:** The general character and the scope of work is illustrated and defined by the signed Contract Documents herewith attached.
- 2.1. The Contractor shall carry out and complete the said work in every respect in accordance with the Contract Documents and with the directions of and to the satisfaction of the Architect.
 - 2.2. The Contract Documents are complimentary and cumulative, and what is called for by and one shall be binding as if called for by all. The intention of the documents is to include all labor and material, equipment and transportation necessary for the proper execution of the work. Materials described in word, which so applied, have well known technical or trade meaning shall be held to refer to such recognized standards as applicable.
 - 2.3. The Architect may from time to time issue further supplementary drawings and / or written instructions details and directions and explanations that are collectively referred to Architect's Instructions. These instructions will be valid except in case of major modification, having cost implication more than sum provided as contingency, The Contractor shall forthwith comply with duly execute works comprised in such "Architect Instructions" provided always that verbal instruction directions and explanations given to the Contractor or his work's representative by the Architect

shall if involving major modification variation shall be confirmed in writing by the Architect and contractor, and prior approval of Clients will be mandatory be confirmed in writing by the Architect and Contractor. Notwithstanding anything herein contained, neither the Architect nor the Project Manager shall have the authority to issue any instructions, verbal or in writing, which would result in a change in the Contract Sum or an extension or delay in the commencement Date.

- 2.4. The Client reserves the right to increase the scope of work on any or all items or change the nature of work involved in any or all items of the contract. The Contractor shall have no claim for loss of anticipated profits or for any other reason whatsoever on account of these variations.
- 3 **Project Director's Representative:** The Client shall be represented at the site by the Project **Director's Representative**, who will be responsible for the day-to-day administration of the Contract. He shall act under the instructions of the Client. The Contractor shall provide all necessary facilities for the performance of his duties.
- 4 **Sub-Contracting:** The Contractor shall not sublet or subcontract any part of the works without the prior written consent of the client, except as provided for in these conditions, which shall not be unreasonably withheld. Such consent if given, shall not relieve the Contractor from any liability or obligation under the Contract Documents and he shall be responsible for the acts, defaults and neglects of the Contractor and any Sub-Contractor, and their respective agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor. Provision of labor on a piecework basis shall not be deemed to be sub-Contracting under this Clause.
- 5 **Sub- Contractors:** As soon as practicable and before awarding any sub-contract the Contractor shall notify the Architect/ Project Director's Representative in writing of the names of the Sub-Contractors proposed for the principal parts of the work as the Architect may direct for his approval. The Contractor shall not employ any Sub-Contractor to whom the Architect/Client may object.
- 6 **Specialist Agencies:** The Contractor may entrust specialist items of work to the agencies specialized in the specified trade. The Contractor shall give the names and details of such firms whom he is going to employ for approval by the Architect/Client. These details shall include the expertise, financial status, technical manpower, equipment, resources, and list of works executed and on hand of the specialist agency. All specialist agencies shall be deemed Sub-Contractors of the Contractor and be governed by the terms of the Contract Documents relating to such Sub-Contractors.
- 7 **Contractor's General Responsibilities:**
- 7.1. The Contractor shall execute and maintain the works with due care and diligence and shall provide all materials labor including supervision thereof, constructional plant, temporary works, transport and all other things, whether of temporary or permanent nature, required for the proper execution and maintenance of the works. Time and quality being the essence of contract.
- 7.2. The Contractor shall execute the whole and every part of the Works in the most Virtual and workmanlike manner, both as regards materials and labor and in every respect in strict accordance with the Contract Documents. The Contractor shall conform exactly, fully and faithfully to the designs, drawings and instructions relating to the Works.
- 7.3. Before commencing any item of work, the Contractor shall correlate all relevant drawings and information and satisfy himself that the information available thereof is complete, unambiguous and without any discrepancies. The Contractor shall be

responsible for any errors in the execution of the works and/ or his Sub-Contractor, and is not brought to the notice of the Architect.

7.4. Levels, dimensions and other information shown on the Drawings are believed to be correct. The Contractor shall however, verify them for himself and no claim or allowance whatsoever shall be entertained on account of any errors or omissions in the levels, dimensions etc. from those shown in the drawings.

- 8 **Taxes and Duties:** The Contract Sum/Rates are inclusive of excise duty, sales tax, Octroi/entry tax, and all other taxes, duties, levies and any work contract tax liability and would hold firm for the entire construction period plus the period upto the settlement of Final Bill. No escalation will be entertained towards labour, materials, petrol, diesel, and increase in statutory levies or any other account. The Client shall not entertain any claim whatsoever on this account.
- 9 **Details of Construction Not Specifically Mentioned & Minor Changes:** Rates quoted shall be deemed to allow for all construction details which may not have been specifically described in the bill of quantities shown on the Drawings or given in the Specifications. Minor extras that are essential for the execution of the Works and details of constructions not specifically shown in the Drawings shall be furnished to the Contractor by the Architect during the execution of the Works. In case of any difference of opinion between the Contractor and the Architect, the Client shall determine as to whether or not the items involved constitutes a construction detail or minor extra, which determination shall be final and binding

DOCUMENTS

10 Documents Mutually Explanatory

10.1. The Contract Documents are complimentary and cumulative and what is called for by any one shall be binding as if called for by all. The intention of the Contract Documents is to include all labor and materials, equipment and transportation necessary for proper execution of the Works (excepting those materials and equipment listed separately which are to be supplied by the Client). Materials of Work described in words, which so applied, have a well-known technical or trade meaning shall be held to refer to such recognized standards as applicable.

10.2. The Architect may, from time to time issue further supplementary drawings and/or written instructions, details and directions and explanations, which are collectively referred to as Architect's Instructions. The Contractor shall forthwith comply with and duly execute works comprised in such Architect's Instructions provided always that verbal instruction directions and explanations given to the contractor or his work's Representative by the Architect shall if involving a variation were confirmed in writing.

11 **Discrepancies and Adjustments of Errors:** In the case of discrepancies between bill of quantities, Specifications and/or Drawings, the following order of precedence shall be followed:

11.1. Particular Specifications.

11.2. Description in the bills of quantities.

11.3. Drawings.

11.4. General specifications -given in CPWD Specifications.

11.5. In the event of ambiguities discrepancies, the Architect shall explain the same and shall in his sole discretion, determine which of the requirements govern and / or clarify any such ambiguity or discrepancy and the Contractor shall comply with such determination. The Architect's determination shall be final and binding.

- 11.6. If there are discrepancies in the rates quoted by the Contractor in figures and in words, the rate quoted in words shall prevail.
- 11.7. All errors in extensions or computing the amounts and totaling shall be corrected.
- 11.8. The Contractor shall not be entitled to any extension of time or any compensation due to such determination or correction.

12 Drawings

- 12.1. The Drawings shall remain in the sole custody of the Client. The Architect shall furnish One (1) copy of the Drawings to the Contractor, free of charge.
- 12.2. One copy of the Contract Documents including current Drawings furnished to the Contractor shall be kept on the Site and the same shall at all reasonable times, be available for inspection.
- 12.3. The Contractor shall give written notice to the Project Director, Architect and Client whenever planning or progress of the Work is likely to be delayed or disrupted, unless the required drawings or order including a direction instruction or approval is issued within reasonable time.
- 12.4. The Project Director/PD representative shall have full power and authority to supply to the Contractor, from time to time, during progress of the Works such further drawings and instructions as shall be necessary for proper and adequate execution of the Works.

- 13 **Schedule of Quantities:** The quantities given in the schedule of quantities are provisional and are meant to indicate the intent and provide a uniform basis for tendering. The Contractor shall be paid for the actual quantity of work executed by him in accordance with the Contract Documents at the contract rates. The Client reserves the right to increase or decrease any of the quantities or to totally omit any items of work and the Contractor shall not claim any extra or damages on these grounds. Any error in description or in quantity or omission of item in the schedule of quantities shall not vitiate this contract but shall be deemed to be a variation required by the Architect/Client.

- 14 **Contract Agreement:** The Contractor shall after the award of the Contract, enter into and execute an Agreement; to be prepared and completed by the Architect.

- 15 **Separate Contracts:** The Clients reserves the right to let other contracts in connection with the Works. The Contractor shall afford other contractors reasonable facilities for storage of their materials and the execution of their work, and shall properly connect and coordinate his work and theirs. If any part of the Contractor's work depends for proper execution or results upon the work of any other contractor, the Contractor shall inspect and promptly report to the Architect any defects in such work that render it unsuitable for such proper execution and results. His failure to so inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of his work, except as to the defects that may develop in the other contractor's work after execution of the work.

16 Contractor's Designs & Manufacturers' Catalogues:

- 16.1. For the items of work, which are executed to the Contractor's designs and specifications, the Contractor shall allow in his tender for providing the Client with 5 copies of all designs, drawings and specifications, general arrangement drawings and shop drawings which he may be called upon to submit.
- 16.2. The Contractor shall supply 5 copies of all manufacturer's catalogues, brochures of all equipment and proprietary articles specified or which the Contractor proposes to use for the approval by the Project Manager as soon as is reasonably practicable.

17 Contractor to prepare As-built Drawings: The Contractor shall during the course of execution, prepare and keep updated a complete set of “as-built” drawings to show each and every change from the Contract Drawings. Changes recorded shall be countermanded by the Contractor. Four copies of “as built” drawing shall be supplied to the Project Manager as per requirement.

18 Sufficiency of Tender:

18.1. The Contractor shall be deemed to have visited the Site, thoroughly examined the tender documents, and by his independent observation and inquiry, acquainted himself with the local conditions, accessibility of the Site and the full extent and nature of all operations necessary for the full and proper execution of the Contract Documents, space for storage of materials, Constructional Plant, Temporary Works, restrictions on his plying of heavy vehicles in the area, supply and use of labor, materials, Plant, equipment and laws and regulations relevant thereto and other restrictions imposed by the local authorities.

18.2. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender and that his tendered rates and prices shall cover all his obligations under the Contract Documents and all matters and things necessary for the proper execution and maintenance of the Works. No claim whatsoever on the grounds of want of knowledge or any misunderstanding or otherwise shall be entertained.

19 Work to the Satisfaction of Architect: The Contractor shall execute and maintain the Works in strict accordance with the Contract Documents to the satisfaction of the Architect and shall comply with and adhere strictly to the Architect’s and Project Manager’s instructions and directions on any matter whether mentioned in the Contract or not, touching or concerning the Works. The Client’s decision relating to the use quality of materials and visual and aesthetic effect shall be final and binding.

20 Programme Evaluation and Review:

20.1. Network based integrated time schedule shall be submitted by the Contractor. The time schedule shall include details of mobilization of resources, material delivery dates, equipment and labor. After award of Contract the Architect shall require the Contractor to expand the information given in the programme until it is suitable for the effective review of progress during the execution of the works. The critical path shall be determined. The Contractor has to submit a Time Schedule, which has to be duly approved by the Project Manager prior to commencement of the Works.

20.2. The Contractor shall every fortnight, review and update this programme and furnish for the information of the Architect, in writing, details of the Contractor’s arrangements for executing the Works, Materials procured, erected, balance at Site, and expected deliveries the next fortnight; skilled/ unskilled labor, foremen, supervisors working at Site and steps proposed for speeding up progress of work.

20.3. If, at any time it should appear to the Client, the Architect or the Project Manager that the progress of the Works does not conform to the approved programme, the Contractor shall furnish a revised programme and take such steps at his cost, as are necessary to expedite progress and ensure completion of the Works within the completion period or extended date of completion.

20.4. Approval by the Client of such programmes or the furnishing of such particulars shall not relieve the Contractor of any of his duties or responsibilities under the Contract Documents.

20.5. The Contractor shall be called upon to attend co-ordination meetings with the Client. Project Manager, the Architect and his consultants and other contractors and shall fully cooperate with such persons and agencies involved in these

discussions. The Contractor shall take notes of the discussions during the meeting and shall strictly adhere to the decisions of the Client, the Project Manager and the Architect in performing the Works.

21 Contractor's Site Organization and Equipment:

- 21.1. Project Manager-in-Charge: The Contractor shall ensure continued effective supervision with the help of a qualified experienced Project Manager assisted by adequate staff as ascertained by the Architect, for the entire duration of the Works. The Project Manager-in-charge will be responsible for carrying out the work to the true meaning of the Drawings, conditions of contract, Specification, schedule of quantities and Architect's Instructions and directions given to him in writing shall be held to have been given to the Contractor officially. Attention is called to the importance of requesting written instruction from the Architect before undertaking any work where Architect's directions or instructions are required. Any such work done in advance of such instructions will be liable to be removed at the Contractor's cost. No staff from the Project Manager and technical supervisory staff shall be transferred from the work without the written prior permission from the Architect.
- 21.2. Equipment: The Contractor shall provide and install all necessary hoists, ladders, scaffolding, tools, plants and all transport for labor, materials and plant necessary for the proper execution and completion of the Works to the satisfaction of the Architect.
- 21.3. Security: The Contractor is responsible for all his material at site and security of material shall be his sole responsibility and expense.
- 21.4. Work Sheds: The Contractor shall provide, erect and maintain at the Site at his expense proper waterproof shed for the storage and protection of construction materials, carpentry and joinery workshop, equipment, both his own as well as those supplied by the Client, if any from time to time.
- 21.5. Sanitary Conveniences: The Contractor shall at his expense provide and erect at the Site all necessary sanitary conveniences for the Site staff and the workmen, and shall maintain them in a clean orderly condition and clean and deodorize the ground after their removal.
- 21.6. Scaffolding, Staging, Guard Rails: The Contractor shall provide at his expense at the Site scaffolding, staging, guardrails, and temporary measures required during construction. The support for scaffolding, staging, guard rails and shall be strong, adequate for the particular situations, tied together with horizontal pieces and braced properly. These are rigid and strong enough to avoid any chance of mishaps. The entire scaffolding arrangements proposed shall be subject to the approval of the Architect but such approval will not relieve the Contractor of his obligations under this clause.
- 21.7. The Contractor shall be responsible for the protection of the existing finishes/ services already existing in the building and in case of any damage for the existing building, the same shall be repaired by Contractor at his cost.
- 21.8. The Contractor has to ensure that no labour is resides at the site.

22 Contractor's Supervision:

22.1. The Contractor shall provide all necessary supervision during the execution of the Works and the Guarantee Period for the proper fulfilling of the Contractor's obligations under the Contract Documents. The Contractor, or his competent and authorized

22.2. Contractor shall employ for the execution of the Works:

- a) Such technical persons as are qualified and experienced and such representatives, foremen and supervisory staff as are competent to give supervision to the Works, and
- b) Such skilled, semi-skilled and unskilled labor as is necessary for the proper and timely execution and maintenance of the works.

22.3 The Architect or Project Manager shall be at liberty to object and require the Contractor to immediately withdraw from the Works any person who, in the proper performance of his duties or whose employment is otherwise considered by the Architect or the Project Manager, engages in any misconduct or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the Architect or the Project Manager to be undesirable.

22.4 Notwithstanding any other provision of these terms, neither Client nor Architect shall have any responsibility to assist Contractor in the supervision or performance of the work. No approval or failure to advise Contractor as to any matter by Client or Architect shall in any relieve Contractor from its responsibility for the performance of the work in strict accordance with the Contract Documents.

23 Setting Out: The Contractor shall be responsible for the true and proper setting out of the works at his expense in relation to reference points, lines, levels, dimensions and alignment of every part of the Works. If any error in setting out is noticed at any stage, the Contractor shall, at his own cost, rectify such errors to the satisfaction of the Architect and the Project Manager.

24 Nuisance: The Contractor shall not at any time do, cause or permit any nuisance on the Site or the building or do anything which shall cause unnecessary disturbance or inconvenience to the others working on or near the Site, to neighboring properties or to the Public generally.

25 Drainage: All water, which may accumulate during the progress of work, shall be removed from the Site, by the Contractor at his expense to the satisfaction of the Architect.

26 Site Instruction Book: The Project Manager and the Architect shall communicate or confirm their instructions to the Contractor in respect of the execution of work during their Site inspections in a "Work Site Order Book" maintained at the Site Office of the Project Manager. The Contractor or his authorized representative shall confirm receipt of such instructions by signing against the relevant orders in the book.

27 Site Records: The Contractor shall keep books, accounts and Site documents and records showing the number of men employed each day, wage bills, delivery notes, priced invoices for all materials ordered or delivered, visitors to the Site, weather conditions, temperature and other events influencing the progress and quality of Works concerned. The Contractor shall furnish such documents and records to the Architect and Project Manager, when required.

- 28 Watching and Lighting:** The Contractor shall provide and maintain at the Site at his cost all lights, guards, fencing and watching, when and where necessary or as directed by the Architect, for the protection of works. Materials, plant, equipment etc.
- 29 Care of Work:** From the commencement of the Works until the date the Works are completed (as set forth in the Completion Certificate) and handed over to the Client, the Contractor shall take full responsibility for the care thereof. In case of any damage, loss or injury to the Works executed by him or by other contractors or to any part thereof from any cause whatsoever, the Contractor, shall at his own cost, repair and make good the same so that on completion, the Works shall be in good condition and in conformity in every respect with the requirements of the Contract Documents. 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 rectification of defects during the Guarantee Period.
- 30 Co-operation with other Contractors:**
- 30.1 The Contractor shall co-operate with other contractors and consulting Project Managers and freely exchange with them such technical information as necessary for the proper execution of the works.
 - 30.2 The Contractor shall in accordance with the directions of the Architect, afford all reasonable opportunities to other contractors and their workmen and to the workmen of the Client who may be employed in the execution of the works not included in the Contract, for carrying out their work.
 - 30.3 All operations necessary for the execution of Works shall be carried out so as not to interfere unnecessarily or improperly with the execution of works by other contractors. Execution of Works under this Contract shall be co-ordinate with the work of other contractors where it would interfere with their work or working. The Architect and the concerned contractor shall be informed well in time for effective co-ordination and proper execution of works.
- 31. Coordination of Works:**
- 31.1. At the commencement of work, and from time to time, the Contractor shall confer with other contractors, sub-contractors, persons engaged on separate contracts in connection with the Works, and with the Architect and Project Manager for the purpose of coordination and execution of the various phases of work. The Contractor shall ascertain from the other contractors, sub-contractors and persons engaged in separate contracts, in connection with the works, the extent of all chasing, cutting and forming of all opening, holes, grooves etc. as may be required to accommodate the various services.
 - 31.2. The Contractor shall ascertain the routes of all services and the position of all floor and wall outlets, traps etc in connection with the installation of plant, services and arrange for the construction of work accordingly. The breaking and cutting of the completed work must not be done unless specifically authorized in writing by the Architect. Generally, all breaking shall be by the Contractor for civil work and no work shall be done over broken or patched work without first ascertaining that the broken surface is adequately prepared and reinforced to receive and hold further work.
- 32. Contractor to Keep Site Clear:** During the progress of the Works, the Contractor shall keep the Site reasonably free from all necessary obstructions and shall store or dispose of any Constructional Plant and surplus materials, wreckage, rubbish or Temporary Works no longer required.

33. **Clearance of Site on Completion:** Before the Architect issues the Completion Certificate, the Contractor shall clear away and remove from the Site all Constructional Plant, surplus materials, rubbish and Temporary Works of every kind and leave the whole of the Site and Works clean and in workman like condition to the satisfaction of the Architect.

INSURANCE AND INDEMNITIES

34. **Insurance of Works:**

- 34.1. The Contractor shall ensure that his insurance includes for all liabilities, which should cover material and building damage, workmen's compensation, third party liabilities etc. All the above-mentioned insurance can be covered by Car Policy, which is specifically for the workers only. The Contractor should produce evidence of insurance coverage for all above before submitting invoices for payment.
- 34.2. Such insurance shall be affected with an insurer and in the terms approved by the Client.
- 34.3. If the Contractor has a blanket insurance policy for all his works and the policy covers all the items to be insured under this Contract, the Contractor may assign such policy/ policies in favour of the Client, in lieu of taking out fresh policies in the joint names of the Contractor and the Client.

35. **Insurance against accident or injury to Workers:** The Client shall not be liable for or in respect of any damage or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other person or any Sub-Contractor. The Contractor shall indemnify and keep indemnified the Client against all such damages and compensation, and against all liability, claims, proceeding, costs, charges and expenses whatsoever in respect thereof or in relation thereto

36. **Insurance Generally:**

- 36.1. The terms of the insurance polices shall include a provision whereby, in the event of any claim in respect of which the Contractor would be entitled to receive, indemnify under the policy being brought or made against the Client, the insurer will indemnify the Client against such claims and any costs, charges and expenses in respect thereof.
- 36.2. The Insurance policies shall provide that they shall not be cancelled until the Client has agreed to their cancellation.
- 36.3. The Contractor shall provide the Client and the Architect with a copy of each of the Insurance policies and documents taken out by him in pursuance of the Contract immediately after such insurance coverage is affected (with) delay contract.
- 36.4. If the Contractor shall fail to effect and keep in force insurance, as per the terms of Contract the Client may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Client as aforesaid from any monies due or which may become due to the Contractor, or recover the same as a debit due from the Contractor.
- 36.5. The Contractor should be responsible for preparing of all claims and from the commencement of the Works until the date the Works are completed (as set forth in the Completion Certificate) and handed over to the Client, the Contractor shall be responsible for any damage or loss from any cause whatsoever to the Works or to materials delivered to the Site but not yet incorporated into the Works. The Client's taking of possession of the Works shall not in any way relieve the Contractor of his responsibilities during the period of the Contract including during the Guarantee period.

- 36.6. In case any imported items are required to be procured as part of the Order, the Contractor shall ensure all such items are covered by Comprehensive Insurance Policy till delivery at Site.
- 36.7. The Contractor shall comply in all respects with the insurance requirements set forth on Schedule 1 attached hereto, the provisions of which are incorporated herein. In the event of any inconsistency between the provisions of this Clause and those set forth in Schedule 1, the provisions of Schedule 1 shall prevail.

LABOUR

37. Engagement of Labor:

- 37.1. The Contractor shall make his own arrangements for the engagement of labor, local or otherwise, and for their transport, housing and payment. All labor engaged by the Contractor shall be and remain the employees of the Contractor and no claim shall lie against the Client in respect of any right or benefit due to them in their employment.
 - 37.2. The Contractor shall obtain a valid license under the Contract Labor (Regulation and Abolition) Act before the commencement of the Works and continue to have a valid license until the completion work or expiry of Guarantee Period, if applicable.
 - 37.3. The Contractor shall pay the labor employed by him directly or through Sub-Contractors, wages not less than the minimum wages notified under the Minimum Wages Act and other benefits such as PF, ESI etc.
 - 37.4. The Client shall, on a report from the competent authority have the power to deduct from the monies due to the Contractor any sum notified under the provisions of the relevant Act.
 - 37.5. The Contractor shall indemnify the Client and the Client against all or any payments to be made under and for the observance of any Act, Rules and Regulations aforesaid without prejudice to his right to claim indemnity from his Sub-Contractors.
38. **Model Rules:** The Contractor shall at his own cost comply with or cause to be complied with Model Rules for labor welfare framed by the Government or other local bodies from time to time for the protection of health and for making sanitary arrangement for workers employed directly or indirectly on the works and in the workers hutment area. In case the Contractor fails to make arrangements as aforesaid, the Client shall be entitled to do so and recover the cost thereof from the Contractor. The Contractor shall ensure all labor engaged by him wear protective gear such as hard hats, shoes etc at all times on Site.
39. **Safety Code:** The Contractor at his own cost arrange for the safety provisions stipulated by Government or local authorities or as required by the Architect in respect of all labor directly or indirectly employed for performance of the works and shall provide all facilities in connection therewith. In case the Contractor fails to make arrangements and provide necessary facilities as aforesaid, the Client shall be entitled to do so and recover the costs thereof from the Contractor.
40. **Child Labor:** The Contractor shall not employ any labor under 18 years of age on the job.
41. The Contractor shall furnish to the Architect a return every week in such detail and form as the Architect may prescribe showing the supervisory staff and the number of labor employed by the Contractor and Sub- Contractors on the Site separately for each category of labor indicating their working hours.

MATERIALS AND WORKMANSHIP

42. **Quality of Materials and Workmanship:** All materials and workmanship shall be the best of the respective kinds described in the Contract and in accordance with the instructions and directions of the Architect/ Project Manager and shall be subjected from time to time, to such tests as the Architect/ Project Manager may direct at the place of manufacture or fabrication or on the Site or at such other places as may be directed by the Architect. The Contractor shall execute the whole and every part of the Works in the most substantial and Workman-like manner, both as regards to materials and workmanship, and in every respect in strict accordance with the Contract Documents and in compliance with all applicable governmental laws, ordinances, statutes, codes, rules and regulations under the supervision of a technically qualified competent Supervisor. The Contractor shall also conform exactly and faithfully to the designs, drawings and instructions in writing of the Architect and the Project Manager.
43. **Storage of Materials:** All materials and equipment brought on the Site shall be stored by the Contractor only at places approved by the Architect. Storage and safe custody of materials and equipment shall be the sole responsibility of the Contractor
44. **Approval of Materials:** The Contractor shall supply samples of all materials including those specified by brand names for approval of the Architect. The Architect will approve the samples in writing before the Contractor arranges bulk supplies. The cost of arranging/ making of test samples, cost of their packing and forwarding and testing charges shall be borne by the Contractor.
45. The Architect and the Project Manager may at any time during the execution of work call upon the Contractor to submit samples of any materials used or to be used in the works for checking compliance with the Contract Specifications or approved samples. Should these samples fail to comply with the Contract Documents or not conform to approved samples, then the materials from which the said samples were taken shall be removed from the Site immediately and all work executed with such materials shall be replaced and made good to the satisfaction of the Architect, at the expense of the Contractor.
46. **Materials to be new:** All materials and equipment to be incorporated in the Works shall be new. Materials, equipment and workmanship are to be of the best quality of the specified type and to the entire satisfaction of the Architect. The Contractor shall immediately remove from the premises any materials, equipment and/ or workmanship which in the opinion of the Architect are not in conformance with the Contract Documents.
47. **Quality Control:** The Contractor shall submit to the Architect a comprehensive quality approval plan for all materials, equipment's and things to be provided under the Contract. No material or equipment shall be dispatched by the manufacturer or vendor or brought to Site by the Contractor until the quality of the material or equipment has been established through inspection and tests or through test certificates furnished by the manufacturer. In case the Architect accepts such tests certificates as sufficient proof that the material or equipment conforms to the Contract Documents, he shall accord his approval for the dispatch of material or equipment.
48. **Standard of Workmanship:** To determine the acceptable standard of workmanship, the Architect may require the Contractor to execute certain proportions of works and services such as walls, flooring, joinery, finishes, sanitary installation etc. under his close supervision. On approval such samples of work shall be termed as guiding samples. Work shall be executed to conform to the standard of workmanship of these samples.

49. Inspection of Works:

- 49.1. The Architect, the Project Manager and any person authorized by them shall all times have access to the Works and to all workshops and places where work is being prepared or from where materials, or equipment are being obtained for the Works and the Contractor shall afford every facility and assistance in obtaining the right to access.
- 49.2. All work embracing more than one process shall be subject to examination and approval at each stage thereof and the Contractor shall give due notice to the Architect when each stage is ready.

50. Examination of Works:

- 50.1. No work shall be covered up or put out of view without the approval of the Architect. The Contractor shall give due notice to the Architect and afford him full opportunity to examine any work which is about to be covered up or put out of view.
- 50.2. The Contractor shall open any part or parts of the works as the Architect or the Project Manager may from time to time direct and shall reinstate and make good such part or parts to the satisfaction of the Architect.

51. Removal of Improper Work & Materials: The Architect and the Project Manager shall have full powers to order in writing:

- 51.1. The removal from the Site, within such time as may be specified in the order, of any materials, which in the opinion of the Architect or the Project Manager are not in accordance with the Contract Documents.
- 51.2. The substitution of proper and suitable materials, and
- 51.3. The removal and proper re-execution notwithstanding any previous test thereof or interim payment thereof, or any work which, in respect of materials or workmanship, is not in the opinion of the Architect, or the Project Manager in accordance with the Contract Documents.

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

CONSTRUCTIONAL PLANT, TEMPORARY WORKS AND MATERIALS

53. Contractor to supply all Plant, Machinery, Scaffolding etc: No plant, machinery, scaffolding and tools and tackles will be arranged or issued by the Client.

54. Materials, Plants, etc. Exclusive Use for the Works:

- 54.1. All Constructional Plant, Temporary Works and materials when brought on to the Site are deemed to be exclusively intended for the execution of the Works and shall become and remain the property of the Client. The Contractor shall not remove the same or any part thereof without the consent, in writing of the Architect, which shall not be unreasonably withheld.
- 54.2. Upon completion of the Works, the Contractor shall remove from the Site all the said Constructional Plant and Temporary Works remaining thereon and any unused materials provided by the Contractor.
- 54.3. The Client shall not at any time be liable for the loss of or damage to any of the said Constructional Plant, Temporary Works or Materials. The Storage and safe custody of all materials, equipment, Constructional Plant and the Temporary Works executed shall be the responsibility of the Contractor.

55. **Urgent Repairs:** If by any reason of any accident, or failure, or other event occurring, either during the execution of the works or during the Guarantee Period, any remedial or other work or repair shall, in the opinion of the Architect, be urgently necessary for the safety of the Works and the Contractor is unable or unwilling to do such work or repair, the Client may employ and pay other persons to carry out such work or repair as the Architect may consider necessary. If the work or repair is so done by the Client, is work which, in the opinion of the Architect, the Contractor is liable to do at his own expense under the Contract, all expenses properly incurred by the Client, or may be deducted from any monies due or which may become due to the Contractor. The Architect shall as soon after the occurrence of any such emergency as may be reasonably practicable, notify the Contractor thereof in writing.
56. **Use of Completed Portions:** The Client shall have the right to take possession of and use any completed or partially completed portion of the Works, notwithstanding that the time for completing the entire Works may not have expired. Taking such possession and use shall not be deemed acceptance of any work completed in accordance with the terms of this Contract.
57. **Force Majeure:** Force Majeure is defined as events which are Unexpected Risks and satisfy all of the following:
- 57.1. No delay of failure in performance by either party shall constitute default or give rise to any claim for damages to extent, such failure or delay is caused by force majeure. Force majeure is occurrence beyond the control and without the fault or negligence of parties and which they are unable to prevent or provide against by the exercise of reasonable diligence including: acts of God or the public enemy, expropriation or confiscation: war whether declared or undeclared, rebellion, civil disturbances epidemics strikes not attributable to SUPPLIER or its sub-contractors, sabotage and signs. The explosions, earthquakes and other similar occurrences provided the notice of happening of such eventuality is given by the affected party within 10 days from the date of occurrence. Delays attributed to and within the control of SUPPLIER 's Sub-suppliers shall be designed delays within the control of SUPPLIER
- 57.2. Suspension of Obligations in the Event of Force Majeure: If either party is prevented or delayed in performing any its obligations under the PO by Force Majeure, it shall, in so far as it is able, immediately notify the other party at the circumstances constituting the Force Majeure and of the obligations affected, and the party giving the notice shall thereupon be excused the performance or punctual performance as the case may be, of such obligations to the extent of the delay caused by the Force Majeure event as may mutually agreed by the parties.
- 57.3. Performance to Continue: Upon the occurrence of any circumstances of Force Majeure, the party claiming Force Majeure shall use all reasonable endeavors to continue to perform its obligations under PO and to minimize the adverse effects of such circumstances. Such party shall notify performance.
- 57.4. No Liability: Each party shall be liable for its own costs, loss or damage (including indirect or consequential damages) caused by a Force Majeure event.
- 57.5. Long Duration: If the performance of the work is prevented or delayed for an aggregate of more than ninety (90) days by one or more events of Force Majeure the parties shall meet to decided measure to be taken.
58. **Technical Examination:** The client reserves the right to have the work inspected at any time by any person, specialist, Project Manager or quality supervisor, nominated by him who shall be empowered to check the records, design prepared by the contractor,

variations, and the quality of work and the material during execution and the expiry of guarantee period. Such inspection and observation by the nominated person shall not absolve the contractor of his own responsibility of supervision, quality of materials and workmanship, soundness, safety and other provisions under the Contract Documents. The contractor shall give all the facility to the nominated person to carry out work.

59. Service of Notices on Contractor

59.1. All certificates, notices of written orders to be given to the Contractor under the terms of the contract shall be served by post or delivered the same to the contractor's principal place of business, or such other addresses as the Contractor shall nominate in writing for the purpose.

59.2. All notice to be given to the Client, the Project Manager or the Architect under the term of the contract documents shall be served by sending by post for delivery the same to their respective addresses nominated for the purpose.

60. TRIAL Operation, Handing Over, Completion Certificates: (For Items of Mechanical/ Electrical Works)

60.1. On completion of the installation at the site of any mechanical, electrical or other equipment as parts of the work and before its start up, each item of the equipment shall be inspected by the contractor and the Architect to verify the correctness and the completeness of the installation. Thereafter, Contractor's commissioning/ start up Project Manager shall carry out all pre commissioning tests on the equipment in the presence of the Architect and Project Manager as specified in the relevant Indian Standards. Results of pre-commissioning tests shall be signed jointly by the Contractor and the Architect.

60.2. On conclusion of satisfactory pre-commissioning tests the installation shall be put on trail operation during which period all necessary adjustments shall be made while operating over the full load-range. The trail operation shall be considered successful if the installation is in operation continuously on full load for a period mutually agreed, with all vital safety operations maintained. The status of the installation during its trial operation shall be recorded in the log book, which shall be signed daily by the Architect and the Contractor.

60.3. Should the Continuous operation of the installation during the trial operation be interrupted due to either difficulty with the installation, or otherwise then the trial operation shall run again for the period agreed.

60.4. The readiness of the installation shall be notified in writing, to the Local Authority concerned, for their inspection and certification that the installation meets all the statutory requirements and authorization for its commissioning and use. The Contractor shall obtain all necessary approvals and/ or certificates from the concerned local authorities before the completion certificate is issued by the Architect.

60.5. The Contractor shall ensure that technical requirements of installation inclusive of all sub-systems are compiled well before performance tests are carried out.

61. Possession or Use Before Completion: The Client shall be at liberty from time to time or at any time before the completion of the Works to take possession of and use any part of the Site or uncompleted Works and such case, the Contractor shall completely finish the said incomplete parts of the Works as and when the Architect shall direct whether before or after the respective prescribed time or extended time or times (if any) for the completion of the Works and if required by the Architect while the Client takes possession of or uses any part of the Site does not relieve the Contractor from his obligation under Contract Documents.

62. **Electricity:** Electric supply required for the work shall be arranged by the Client at one point within the site and all charges payable for consumption of electricity during the construction period shall be payable by the Contractor. The contractor shall however be responsible for distributing electrical power at other points of usage in the site
63. **Water Supply:** Water required for the work shall be arranged by the Contractor with the help of the Client at predetermined points if municipal water is available. If tube well water is to be used, the Contractor shall make his own arrangements at his own cost. For municipal water also, all the costs shall be borne by the Contractor.
64. **Fire-fighting Facilities:** The Contractor shall provide and maintain adequate fire fighting facilities on the Site to the approval of the Architect, Building Owner and local Fire authorities.
65. **Working at all height:** Item rates quoted by the Contractor in the bills of quantities shall include allowance for executing work at all heights above and at all depths below the ground level.

COMMENCEMENT DELAYS AND COMPLETION

66. **Commencement of Works:** The Contractor shall be deemed to have commenced the Works effective from the seven days from date of the award of the Contract or such other date as the Architect may direct and shall proceed with the same with due expedition without delay.
67. **Possession of Site:**
- 67.1. The Client will make available to the Contractor the Site or the respective work fronts to enable the Contractor to commence and proceed with the execution of Works in accordance with the agreed program. If there is a delay in making available any area of work, the Client shall on recommendation of the Architect grant reasonable extension of time for the completion of work. The Contractor shall not be entitled to claim any compensation, whatsoever on this account.
- 67.2. The portion of the Site to be occupied by the Contractor shall be indicated by the Architect at Site. The Contractor shall on no account be allowed to extend his operation beyond this area.
68. **Period of Completion:** The entire Works covered in this Contract shall be completed by the Contractor within the completion periods set out in the tender documents.
69. **Extension of Time:** If the Works are delayed by Force Majeure (as defined in clause 59.1) suspension of work by the Client, serious loss or damage by fire, ordering of altered additional or substituted work or other special circumstance other than the default of the Contractor, as would fairly entitle the Contractor to an extension of time and which in the sole opinion of the client is beyond the control of the Contractor then upon the happening of any such event causing delay, the Contractor shall within 3 days of the happening of event give notice thereof in writing to the Architect, stating the cause and the anticipated period of delay, in any such event the Client on the recommendations of the Architect may give fair and reasonable extension of time for the completion of work. Such extension shall be communicated to the Contractor by the Architect in writing. The Contractor shall not be entitled to claim any compensation or over-run charges whatsoever for any extension granted.

70. Suspension of Works:

- 70.1. The Contractor shall, on the written order of the Architect, suspend the progress of the Works or any part thereof for such time and in such manner as the Architect may consider necessary and shall during such suspension properly protect and secure the work without any extra cost. The time for completion of the Works will be extended by the period equal to the duration of suspension plus a reasonable time for re-mobilization as may be considered necessary by the Client. The Contractor shall not be entitled to claim any compensation or over-run charges for any extension granted on this account.
- 70.2. Where the suspension ordered by the Architect exceeds one fourth the completion period specified in the Contract or four month, whichever is more, the Contract Sum shall be equitably adjusted based on any additional costs incurred by the Contractor and substantiated to the satisfaction of the Architect. The Client shall not be responsible for any costs if suspension is due to some default on the part of the Contractor or his Sub-Contractor on is beyond the reasonable control of the Client.
- 70.3. If on account of non-compliance of the instructions of the Architect or any other default of the Contractor the work is ordered to be stopped, it shall not be termed as suspension of work under this contract. In such cases the Project Manager shall have power to suspend payments unless and until the work is rectified/ remedied by the Contractor to the satisfaction of Architect & Client.

71. Completion Certificate:

- 71.1. When the whole of the Works have been completed to the state of Virtual Completion and have been inspected and satisfactorily passed by the competent local authority, the Contractor will give a notice to that effect to the Client in writing. The Architect and Project Manager shall within 14 days of the date of receipt of such notice inspect the Works and the Architect, in consultation with the Project Manager, shall either issue a Completion Certificate for the Works stating the date on which in his opinion the Works were completed in accordance with the Contract Documents to give instructions in writing to the Contractor before the Completion Certificate can be issued. The Architect shall also notify the Contractor of any defects in the Works affecting completion.
- 71.2. Any major modification, additional works, subsequently ordered by the Client will form subsequent Contract & the work shall be treated as virtually complete on due date.

72. Delays: in the opinion of the Architect, the Contractor shall be delayed or impeded in the execution of the Works for reason of:

- 72.1. Force Majeure: or
- 72.2. By the works or delays of other contractors or tradesmen engaged or nominated by the Client and not referred to in the Contract Documents: or
- 72.3. The non-delivery or delay in delivery to the Contractor, of any materials and equipment which under the Contract Documents the Client is to supply :or
- 72.4. Any cause, whatever arising out of the acts or defaults of the Client or the Architect: or
- 72.5. Any accident happening to the works during their progress not arising from neglect, default or willful act of the Contractor or his workmen or Sub-Contractors: or
- 72.6. Extra or variations being ordered by the Architect: or
- 72.7. Any other cause which the Architect certifies as beyond the control of the Contractor. The contractor may from time to time, within 3/5 days of the happening of any of the aforesaid, apply in writing to the Architect for an extension of time on account thereof, setting forth the cause of such delays, and the Architect may, with

the prior written approval of the Client, make a fair and reasonable extension of time for completion of the Works.

- 73. Liquidated Damages/ Compensation for Delay:** The time allowed for carrying out the work as entered in the tender shall be strictly observed by the Contractor and shall be deemed to be the essence of the Contract and shall be reckoned from the day of the issue of Award of the work to the Contractor. The work shall throughout the stipulated period of the Contract be processed with due diligence. The Contractor shall pay the Client an amount equal to 1% of the Contract Sum as compensation per week or part thereof delay after the stipulated dates or the extended dates of completion subject to a maximum of 10% percent of the Contract Sum. The foregoing shall not affect the Client's right to terminate the Contract as a result of delay pursuant to clause (Cancellation of Contract on Default of Contractor)

DEVIATIONS/ VARIATIONS

74. Extras and Variations:

- 74.1. The Client shall have the power to make and order any variation of the form, quality of the Works that may appear to him to be necessary during the progress of the Works or any variations that the Client may desire and the Contractor shall carry out the Works as directed.
- 74.2. Variations shall not in any way vitiate or invalidate the Contract.
- 74.3. No variations shall be made by the Contractor without an order in writing of the Architect, provided always that no order in writing shall be required for any increase or decrease in the quantities of any work if there is no change in the extent of work ordered from that included in the Contract. Any alteration, omission or variation of the Works that would result in a change in the Contract Sum or an extension of the Completion Date shall require the prior written approval of the Client in each particular instance.
- 74.4. No verbal orders by the Architect/ Client/ Project Manager shall constitute an authority for the Contractor to undertake any variations from the Contract Documents. If the Contractor, for any reason, has been given verbal orders it shall be his responsibility to ask confirmation of the orders and shall proceed accordingly only after the orders are confirmed in writing.

75. All altered, additional or substantiated items of work shall be priced as under:

- 75.1. An item of work included in the bills of quantities at the applicable rate in the respective bill of quantities.
- 75.2. An item of work similar in character to the item included in the bill of quantities at the prorata rate derived from the rate for a similar class of work in the bill of quantities.
- 75.3. If the rate for an item of work cannot be determined in the manner at (a) and (b), the rate shall be decided by the Architect on the basis of the cost of the Contractor at site i.e. cost of materials including taxes, duties, Octroi, packing and forwarding charges, handling and insurance and cost of labor, both on actual. The contractor shall be allowed a profit margin of 15%.

76. It shall be the responsibility of the Contractor to inform the Architect of the rate which he proposes to claim for such item of work, supported by analysis of the rate claimed. The Architect shall, within 15 days there after, after verification of the market rates and giving due consideration to the rate claimed by the Contractor, fix the rate on the basis of the market rates. In case it is not practical for the Contractor to furnish vouchers in support of the cost of materials or such evidence as the Architect may ask, the Architect shall fix

only a provisional rate for the purpose of interim payments. The Contractor shall have no right to suspend the work on the plea of non-settlement of the rates.

77. In no event shall the Contractor be entitled to collect any additional fees or further payments for general condition, administrative or overhead costs or expenses or profit in connection with any change in the Works. No change in the Works, whether by way of alteration or addition to the Works, shall be the basis of an addition to the Contract Sum or a change in the Completion Date unless and until such alteration or addition has been authorized by a written order executed by the Architect, Client and Contractor and issues in accordance and in strict compliance with the requirements of the Contract Documents. No course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that the Client has been unjustly enriched by any alteration or addition or addition to the work, whether or not there is in fact any such unjust enrichment, shall be the basis for any claim to an increase in the Contract Sum or extend the Completion Date.

78. In the event of the Contractor's disagreement as to the reasonableness of the rates fixed by the Architect the decision of the Client shall be final.

79. Claims:

79.1. The Contractor shall send to the Client every month, an account giving full particulars, as full and detailed as possible of all claims by any additional payments to which the Contractor may consider himself entitled and of all extra work ordered in writing and which he has executed during the preceding month. No claim shall be allowed unless it shall have been executed in accordance with the provisions of clause 78.0 above.

79.2. No claim for payment for any extra work or expense will be considered which has not been included in such particulars. The Client may consider payment for any such work or expenses where admissible under the terms of the Contract, if the Contractor has at the earliest practicable opportunity notified the Client in writing that he intends to make a claim for such work and expense and it is certified by the Client's Representative that such payment was due.

79.3. Any claim that is not notified in monthly statements for two consecutive months shall be deemed to have been waived and extinguished.

80. **Quantities:** The quantities set in the bills of quantities are to be estimated quantities of the Works; they are not to be taken as the actual or correct quantities of the Works to be executed by the Contractor in fulfillment of his obligations under the Contract.

81. **Valuation:** The Architect shall except where otherwise stated, ascertain and determine the value of work done by measurement in accordance with the Contract Documents.

82. Works to be Measured:

82.1. The measurements of work done by the Contractor shall be recorded in the measurement books by the Architect, from time to time, jointly with the Contractor. Measurements of altered, additional or substituted items of work ordered shall be recorded as and when these are executed even if the rates for these items have not been settled.

82.2. The Architect shall, he requires any part of the works to be measured, give a reasonable notice to the Contractor who shall attend or send his representative to assist the Architect or his representative in making such measurements, and shall furnish all particulars required by him.

82.3. Measurements shall be signed and dated by both the parties on completion of each set of measurements. If the Contractor objects to any of the measurements recorded by the Architect, the Contractor or their authorized representative shall record a note to this effect in the Measurement Book against the items objected to and such a note shall be signed and dated by the both the Contractor and the Architect.

82.4. If the Contractor fails to attend or neglects or omits to send his authorized representative, then the measurements made by the Architect or approved by him shall be taken to be correct measurement of the work. If after examination of such record of measurements, the Contractor does not agree with the same or does not sign the same as agreed, these shall nevertheless be taken as correct, unless the Contractor shall have written of such examination, notifies the Architect in writing in which respect the measurements recorded are claimed by him to be incorrect.

83. Method of Measurements: The works shall be measured net, notwithstanding any general or local custom, as per the method of measurement set out in the CPWD Specifications- 1992 Volume I & II and items not covered by the CPWD Specifications, shall be measured as Method of Measurement for Building Works (respective part). In the Event of any dispute with regard to the mode of measurement of the work executed, the decision of the Architect shall be final and binding.

84. Interim Bills:

84.1. The Contractor shall, at the 1 week intervals, on the dates agreed between the Architect and the Contractor, submit interim bills in 4 copies showing the value of the work executed in accordance with the Contract based on the measurements recorded in the measurement books. Each interim bill shall include an itemized application for payment and, at the request of the Architect, a schedule of values, all in a form reasonably acceptable to the Architect, together with such supporting invoices, lien waivers, schedules and documentation as may be required by the Architect. The interim bill shall not include any amount that Contractor does not intend to pay to Sub-contractor as a result of a dispute or such other reason.

84.2. Payment of the interim and final bills is subject to the Architect approving the quality of materials, equipment and workmanship and adherence to the details as per Drawings, Specifications and the Architect's Instructions.

84.3. The Architect shall check interim bill the Contractor shall provide necessary information and details which the Architect may request for proper verification of the same. In the event of any discrepancy the Architect shall adjust the value shown in the interim bills.

84.4. Payment for items of work, which is partly completed, shall be allowed at part rates derived from the Contract rates. Payment for altered, additional or substituted items of work ordered shall be allowed at provisional rates as maybe fixed by the Architect until the rates are finally fixed.

84.5. The Contractor shall not be paid for unfixed imperishable materials, that have been brought to the Site and stored for incorporation in the work. The Contractor shall be paid on the basis of actual work executed at site as per design & detail provided by the appointed Architect. Any loss or damage of materials brought to site shall be the sole responsibility of the Contractor.

84.6. All Interim payments shall be treated as payments by way of advances against final payment and not as payments for the work done or to be considered as an admission of the due performance of the Contract.

84.7. Inclusion of any supplies made or works executed in an interim bill and payment of such interim bills shall not be deemed to constitute approval by the Architect of any

- such supplies or works nor shall it in any way affect the rights of the Client under the Contract.
- 84.8. From the amount of each interim bill certified by the Architect and the final bill referred to in clause 85 of these terms, the Client shall deduct 5% of the amount of the bill and hold that amount, together with other amounts so deducted, as a Retention which secures the performance by the Contractor of its obligations under the Contract Documents. The total amount of the retention will not exceed 5% of the total Contract Sum.
- 84.9. The PM shall, within 10 days following receipt of an interim bill, either issue to the Client a certificate for payment for such amount as the PM determines is properly due, or notify the Contractor and the Client of the PM's reasons for withholding certification. The PM's certificate for payment shall constitute the PM's representation to the Client that, based upon the PM's observations at the Site, review of the documentation furnished by the Contractor and consultation with the Architect, the works have progressed to the point indicated and is in accordance with the Contract Documents.
- 84.10. The Architects or the Project Manager may by any certificate correct or modify any previous certificate and shall have the power to withhold any certificate if the Works or any part thereof have not been carried out to his, Architects or the Clients satisfaction, due notice of such withholding being given to the Contractor.
- 84.11. The Client shall pay the Contractor the amount set forth in the Architect's certificate for payment within 30 days following receipt thereof.

85. Final Bill

- 85.1. After the Architect issues a Completion Certificate for the Works, the Contractor shall submit to the Client 4 (Four) copies of the Contractor's final bill with supporting documents showing in detail the value of work done in accordance with the Contract Documents, the payments received by him and other recoveries/ deductions to be effected from the Contractor.
- 85.2. The Project Manager shall process the final bill and certify to the Client the balance payment due to the Contractor after making adjustments for all payments made to and due from the Contractor. The Client shall pay the 100% of bill to the Contractor within 30 days after the issue by the Architect of the Completion Certificate, provided however that 5% of the retention amount shall be refunded to the contractor within 30 days after the expiration of the defects liability period and issuance of the Architect of the guarantee certificate referred to in clause 89.
- 85.3. The Client holds the right to conduct technical audit on the final certificate which has been issued by the Architect.

86. Withholding of Payment: The Architect may withhold or on account of subsequently discovered evidence, nullify the whole or part of any certificate to such extent as may be necessary to protect the Client from loss on account of:

- 86.1.1. Defective work not remedied.
- 86.1.2. Failure of the Contractor to make payments properly to sub-contractors for materials or labor or equipment.
- 86.1.3. Damage to works of another contractor or sub-contractor
- 86.1.4. A reasonable doubt that the contractor is unlikely to complete the contract for the balance amount unpaid.
- 86.1.5. A reasonable doubt that the Contractor intends to leave work items incomplete
- 86.1.6. Time of completion likely to delay the works at site.

GUARANTEE, MAINTENANCE & DEFECTS

87. Maintenance: The Contractor shall maintain the Works for a period of Twelve months commencing from the certified date of completion of the Works as set forth in the Certificate or, in the event of more than one Completion Certificate, from the respective dates so certified by the Architect as such period may be extended by the operation of clause 89. The period referred to in this clause is called the "Guarantee Period".

88. Rectification of Defects/ Repairs: Should the Architect consider, at any time during the construction or reconstruction or prior to the expiration of the Guarantee Period, that any work has been executed with unsound or imperfect materials or unskilled workmanship or is of quality inferior to the constructed for or not otherwise in accordance with the Contract Documents, in respect whereof the decision of the Client shall be final, the Contractor shall, on demand in writing from the Architect, specifying the fault, notwithstanding that the same may have been inadvertently passed, certified and paid for, rectify forthwith or remove and reconstruct the defective work so specified, in whole or in part, as the case may require, at his own expense: and in the event of his failing to do so within the period specified by the Architect in his demand : direction, the Client may carry out the work by other means at the risk and expense, in all respects, of the Contractor. In addition to such other remedies available to the Client, the Client shall have the right to deduct from any monies due to the Contractor an amount representing any damages, losses, costs and expenses incurred by the Client is insufficient, to recover the balance from the Contractor, together with any additional expenses incurred by the Client in connection therewith. In lieu of rectifying such defect, the Client may cause the Architect to determine an amount equivalent to the cost of rectifying such defect, which determination of the Architect shall be final, and deduct from monies due and otherwise recover from the Contractor such amount, together with such other damages, losses, costs and expenses incurred by the Client. If necessary, the Contractor shall replace or renew any defective works until expiration of the Guarantee Period.

89. Guarantee Certificates:

89.1. The Contract shall not be considered as completed until the Guarantee Period shall have expired. The Guarantee Certificate stating that the Works have been completed and maintained to his satisfaction and that all the defects notified had been rectified, shall be given by the Architect, subject to the Architect being so satisfied, within three months of the expiry of the Guarantee Period or, if different Guarantee periods shall become applicable to different parts of the Works, the expiry of the last such period; or as soon thereafter as any work ordered to be rectified during such period shall have been completed to the satisfaction of the Architect.

89.2. Provided that in the case of fraud, concealment or fraudulent concealment relating to the works or materials or to any matter dealt with in any certificate, the Guarantee Period or, if different Guarantee periods shall become applicable to different parts of the Works, the expiry of the last such period; or as soon thereafter as any work ordered to be rectified during such period shall have been completed to the satisfaction of the Architect.

90 Safety Procedures:

90.1 The Contractor shall incorporate in his operation the requirements of all the "Safety Codes" issued by the Bureau of Indian Standards, National Building Code and regulations are duplicated by local Authorities, the more stringent regulations shall be deemed to apply. If the Contractor fails to take safety measures and provide facilities at the Site of work to ensure safety of Works and injuries to

workmen, the Architect shall have the powers to do so and recover the cost thereof from the Contractor

90.2 The Contractor shall provide safe means of access to all working places on the Site.

90.3 The Contractor shall properly design scaffolding, temporary access, ladders, ramps and hoisting arrangements, cranes etc. as applicable, to ensure safety of workmen as well as Works. All scaffolds, ladders and other safety devices shall be maintained in safe condition.

90.4 All necessary personal safety equipment shall be kept available for the use of the persons employed on the Site maintained in a condition for immediate use. The Contractor shall take adequate steps to ensure proper use of equipment by those concerned.

90.5 Adequate precautions shall be taken to prevent danger from electrical equipment.

90.6 No materials on the site of works shall be so stacked or placed as to cause danger or inconvenience to any person or the public.

90.7 All consequences, damages or losses arising by reason of any violation of the safety requirements shall be met by the Contractor. The Contractor shall be bound to pay compensation to the person /for the injuries sustained or death owing to neglect of the safety precautions, should any claim proceedings be filed against the Client. The Contractor hereby agrees to indemnify the Client against the same.

91 **Protection of Site:** The Contractor shall protect and preserve the works all damage or accident by providing temporary roofs, windows and door coverings, boxing or other construction as required by the Architect. This protection shall be provided for all property adjacent to the Site as well on the Site.

92 **Cleaning of Site:**

92.10 The Contractor shall properly clean the Work as it progresses and shall remove all rubbish and debris from the Site from time to time as is necessary and as directed. On completion, the Contractor shall ensure that the premises and / or Site are cleaned, surplus materials, debris, sheds etc. removed, areas under floor cleared labeled and handed over to the Client so that the whole is left fit for immediate occupation or use and to the satisfaction of the Architect.

92.11 The Client shall appoint a Housekeeping Agency for Post-construction Cleaning at Site till the Hand Over of the entire premises to Client for use. The charges for this shall be deducted from the Final Payments of all the Contractors on pro-rata basis based on the respective Order Values.

FORECLOSURE AND TERMINATION OF CONTRACT

93 **Foreclosure of Contract:**

93.10 If the works shall not have been completed in the said time the Employer shall be entitled to determine the contract giving 15 days notice, in writing to the contractor at any time after the aforesaid period and upon such notice being given. The contract shall forthwith be determined but without prejudice to the claims of the either party in respect of any antecedent breach thereof.

93.11 If the contract shall be determined as aforesaid the contractor shall be paid by the Employer for the work executed prior to the date of determination at the rates and conditions provided in the contract.

- 94 **Cancellation of Contract on Default of Contractor:** If the Contractor shall become bankrupt, or being a corporation or performance not satisfactory, shall go into liquidation (other than a voluntary one for the purpose of amalgamation or reconstruction on terms acceptable to the Client) or if the Contractor shall assign the Contract without the consent in writing of the Client first obtained, or shall have an execution levied on his goods or if the Architect shall certify in writing to Client that in his opinion the Contractor:
- 94.10 Has abandoned the Contract, or
 - 94.11 Without reasonable excuse has suspended the progress of the Works for seven days after receiving from the Architect written notice to proceed, or
 - 94.12 Despite previous warnings by the Architect, in writing, is not executing the Works in accordance with the Contract, or is persistently or flagrantly neglecting to carry out his obligations under the Contract, or
 - 94.13 Has in defiance of the Client's instructions to the contrary, sublet or sub-contracted any part of the Contract.
- 95 Then the Client may, after giving Seven days notice in writing to the Contractor, terminate the Contract, and enter upon the Site and Works without releasing the Contractor from any of his obligation or liabilities under the Contract, or affecting the rights and powers conferred on the Client by the Contract and may either himself complete the Works or may employ any other Contractor, to complete the Works. The Client may use for such completion so much of the said Constructional Plant, Temporary Works under the provisions of the Contract, as the Client may think proper ; and the Client may at any time sell any of the Constructional Plant, Temporary Works and unused materials and apply the proceeds of sale in or towards the satisfaction of any sums due or which may become due to the Client from the Contractor under the Contract.
- 96 The Architect shall, as soon as may be practicable after any such termination by the Client, fix and determine ex-parte, or by or after reference to the Contractor and shall certify what amount, if any, had at the time of such termination reasonably accrued to the Contractor and the value of any of the said unused or partially used materials, any Constructional Plant and any Temporary works.
- 97 If Client terminates the Contract under this clause, he shall not be liable to pay the Contractor any money on account of the Contract until the expiration of the Guarantee Period and thereafter until the cost of execution and maintenance, rectification of defects, damages for delay in completion, and all other expenses incurred by the Client have been ascertained and the amount thereof certified by the Architect. The Contractor shall then be entitled to receive only such sum or sums, if any, as the Architect may certify would have been payable to him upon due completion by him after deducting the said amounts. The Contractor shall be paid accordingly.
- 98 **Jurisdiction:** All matters arising out of or in any way connected with this Agreement shall be deemed to have arisen in Guwahati and only the Courts in Guwahati shall have Jurisdiction to determine the same.
- 99 **Arbitration:** Any dispute arising under this agreement between the parties hereto shall be referred to the sole arbitration of the Project Director whose decision shall be final and binding and the arbitration proceedings shall be subject to the provisions of Arbitration & Conciliation Act 1996 with all modifications thereto subject to Guwahati (India) jurisdiction only.

100**Tolerance:** The Contractor shall exercise every care to ensure that all structural members are sufficiently plumb and true to dimensions called for on the drawings to received prefabricated finishing elements such as doors, windows, cabinet work, ceramic work, concrete, tiles etc. Any variations may require rectification in the structural members or may involve remaking or replacing the finishing elements, fabricated to fit into the opening or spaces, as called for on the Drawings. In case of separate Contract, the Contractor whose work does not conform to dimensions called for, shall be liable for all the expenses which have been incurred for rectification or replacement as may be required by the Architect for the proper installation of the finishing elements. The Architect's decision in this respect shall be final and binding on the parties concerned.

GENERAL SPECIFICATIONS

101The Works shall be carried out generally in accordance with the latest standard APWD specification for civil duly corrected up to date. However, any description or direction given in these tender documents shall supersede the general specification mentioned above. If the specification a schedule differs, the description in the schedule shall govern. In all other cases, this specification schedule and drawings shall be read and construed together. In case of discrepancies, clarification shall be obtained from the Architect.

102The Contractor shall furnish guarantee for successful performances of water proofing treatment work if any executed by the specialists for the minimum period of 3 years from the date of completion certified by the Architect. This guarantee shall be in the form acceptable to the Architect/ Client.

103Where particular makes of materials or specialists are indicated, in such cases also, the Contractor shall be required to assume full responsibility and liabilities in respect of their performance.

Schedule-I

104**INSURANCE AND INDEMNITY REQUIREMENTS:** To the fullest extent permitted by law, Contractor shall indemnify, defend and hold Client, including directions, agents, contractors and employees, harmless from and against any and all claims, demands, liabilities, obligations, penalties, fines, actions, causes of action, judgments, damages, losses, costs or expense (including reasonable attorney's fees) with respect to, or directly or indirectly arising out of, resulting from or related to (in whole or in part) the performance of the work (including, without limitation, all property damage, bodily injury, death and personal injury arising there from) Contractor further acknowledges and agrees that the foregoing obligation of Contractor shall extend to any claims, demands, liabilities, obligations, penalties, fines, actions, causes of action, judgments, damages, losses, costs or expense (including attorney's fees) related to any defects in or nonconformance of the work or caused by any employee or Sub-Contractor of Contractor. The obligations of Contractor under this Schedule 1 shall survive the expiration or earlier termination of the Contract.

105Contractor shall purchase and maintain, at its sole cost and expense, for the benefit of Client and Contractor, the following admitted insurance coverage during the performance of the work and until completion thereof:

105.10 Workmen compensation insurance. Contractor shall, at its expense, carry during the terms of this agreement Workmen compensation insurance as required under the Workmen Compensation Act, 1923.

105.11 All Risk Policy inclusive of Third party liability Immediately on signing of the Contract, the Contractor shall, at his own cost, shall carry during the term of this agreement, All Risk Policy inclusive of Third party liability insurance against loss or damage by fire and/ or earthquake with any nationalized insurance company in the joint names of the Client and the Contractor for the total contract value. The Contractor shall in the joint names of the Client and Contractor for the total contract value. The Contractor shall in the joint names of the Client and Contractor insure against loss and damage by fire, storm, lightning, flood, earthquake, aerial objects, riots, civil commotion or malicious acts for the full value of all the work executed and all unfixed materials and goods intended for, delivered to, and placed on or adjacent to the works, but excluding temporary buildings, plant tools and equipment owned or hired by the contractor or any sub-contractor, and shall keep such works, materials and goods so insured until virtual completion of the project: and Third party liability insurance on an "occurrence" basis, providing coverage for bodily injury, death, property damage, advertising injury and personal injury, including coverage for premises and operations (including elevators, escalators and cranes, if applicable). Independent contractors, completed operations Seven days (after the date of acceptance of the work by Client) and blanket contractual liability specifically covering the indemnification provisions set forth above, of at least primary coverage per occurrence and location. If Contractor is required to perform any excavation, trenching or other underground work in connection with the work, the foregoing insurance shall also provide coverage for explosion, collapse and underground hazards with such coverage limits as may be requested by Clients. Any deductible amounts shall be subject to the prior approval of Client. The Contractor shall deposit the policy and receipts for the premium with the Client within one month of the date of commencement. The aforesaid insurance policies shall not be cancelled till the architect has agreed to their cancellation. The Contractor shall submit proof to the Architect from time to time that he has taken out all insurance policies as stated above and has paid the necessary premium for keeping the policies alive till the expiry of guarantee period.

105.12 Motor vehicle liability insurance Contractor shall, at its expense, carry during the term of this agreement Motor vehicle liability insurance as required by Indian law.

106 Contractor shall cause each subcontractor to obtain and maintain, at no expense to Client, the insurance coverage described above and shall be responsible for any claims, or losses to the Client resulting from their failure to obtain adequate insurance protection in connection thereof;

107 All such insurance coverage shall be admitted coverage purchased from an insurance company permitted to do business in India. All policies shall be written in English, Contractor shall cause each insurance company providing such insurance coverage to name Client and its directors, employees, offices, agents and acceptable to Client and Architect confirming that such coverage have been obtained for the benefit of Client and Contractor in accordance with this Schedule 1. Such insurance policies shall be endorsed to stipulate that the insurance afforded such additional insured shall apply as primary insurance and that any other insurance carried by Client, its directors, employees, officers, agents and Contractors, shall excess contribute with the insurance required to be maintained by Contractor hereunder. The liability shall not in any manner affect or limit the extent of Contractor's liability to Client at law. As evidence of the insurance coverage described to Client and Architect confirming that such coverage

have been obtained in accordance with the Schedule 1. Such insurance policies shall be endorsed to stipulate that insurance afforded, such additional insurance shall apply as primary insurance and that any other insurance carried by the client, its directors, employees, offices, agents and contractors shall be excess and shall not contribute with the insurance required to be maintained by the contractor hereafter. The contractor's liability shall not in any manner affect or limit the extent of contractor's liability to client under the contract as per law. As evidence of the insurance coverage described above, contractor shall deliver cover note or proof of insurance or such other documentation acceptable to the client and the Architect confirming that such insurance have been obtained in accordance with this schedule 1. Each carrier shall agree to finish at least 30 days prior written notice of cancellation or material change in coverage. Contractor hereby releases, and shall cause its subcontractors to release, Client and its officers, directors agent, employees and affiliates, from and against any and all claims or causes of action whatsoever which contractor or any subcontractor may otherwise have or possess in connection with any loss covered or which should have been covered by the insurance required to be maintained by contractor or any subcontractor as provided herein. Contractor shall cause its insurance companies to consent to the foregoing waiver and waive all subrogation rights against Client regarding any such claims.

- 108 In the event of any damage to the work, whether or not subject to insurance coverage described hereinabove, the Contractor shall at his sole cost and expense, proceed with due diligence to rebuild and repair the work so damaged. If such damage was caused by casualty or other reason beyond the fault or reasonable control of Contractor, then Contractor shall be entitled to an extension of time for completion of the work as determined by the Architect, provided however, that in no event shall the contractor be entitled to any additional compensation or monies in connection therewith, including without limitation, any shortfall or deficiency in amounts finally paid by any insurer.

SUPPLEMENTARY CONDITIONS OF CONTRACT

SUPPLEMENTARY (SPECIAL) CONDITIONS OF CONTRACT

SC-01 The Supplementary Conditions of Contract herein refer to the General Conditions of the Contract and are intended to elaborate the requirements of the general conditions and shall have precedence over the general conditions.

SC-02 Refer general conditions: Project Representative

The Project Representative provided by the Project Management Consultant shall have the same duties, responsibilities and authority as the Project Management Consultant, unless the Project Management Consultant informs the Owner and Contractor otherwise.

SC-03 Refer general conditions: The Site

The Contractor shall comply with all rules and regulations published by Local and Central Authorities.

SC-04 Refer general conditions: Copies of Drawings etc. for Contractor

1. The Contractor shall be furnished two full size blue prints of drawings and two copies of specifications and other Documents pertaining to the Contract free of charge.
2. Upon request by the Contractor and payment of costs to the Project Management Consultant, the Contractor shall be furnished further copies.

SC-05 Refer General Conditions: Allowances

Allowances, if any, are stated in the Bill of Quantities.

SC-06 Refer general conditions: Contractor's Costs on Allowances

The Contractor's costs for transport, unloading and handling on the Site, labour, installation costs, overhead, profit and other expenses contemplated for the original. Allowance shall be included in the Schedule of Unit Prices itemized with reference to each Allowance, and not in the Allowance.

SC-07 Refer general conditions : Performance and other Bonds

1. The Contractor shall furnish a notarized Performance Bond for a value equivalent to 10% the Contract Sum mentioned in the Owner-Contractor agreement for the faithful performance of the Contract. If the Contract sum is subsequently substantially modified by agreement, the Performance Bond shall also be proportionately modified.
2. The Performance bond shall be executed on a Rs.50/- stamp paper, in a format recommended by the Project Management Consultant, witnessed by two persons and notarized by a magistrate or Notary Public. The Bond shall be valid and binding upon the Contractor up to the satisfactory completion of the corrections of the works as required in the general conditions.
3. The Contractor shall submit to the Owner a properly legalized bond guaranteeing the payment of dues to all the Contractor's labour, employees, sub-contractors, suppliers and all other payments due to be made by the

Contractor under the terms of this Contract and indemnifying the Owner against all claims in this regard.

SC-09 Refer general conditions : Retention

Retention Amount shall be as per Clause 18 of the Owner-Contractor Agreement.

SC-11 Refer general conditions : Time for payment by Owner

Progress payments shall be made by the Owner in accordance with Clause 18 in the Owner-Contractor Agreement, within 5 (Five) days of the receipt of the Project Management Consultant's Certificate for Payments.

SC-12 Refer general conditions : Release of Retention Amount

The Retention Amount shall be released upon the satisfactory completion of all corrections of the Works as required in the general conditions and as per Clause 18 of the Owner-Contractor Agreement.

SC-13 Refer general conditions : Period for Final Measurements

The period for final measurements and issue of the Final Certificate for payment shall not exceed 15 (Fifteen) days from the date on which the Project Management Consultant confirms that the Work is acceptable under the Contract Documents and the Contract fully performed except for the correction of defects as required in the general conditions.

The Project Management Consultant's Final Certificate for Payments shall include all amounts due to the Contractor in accordance with the Contract Conditions except the remaining Retention as per Paragraph SC-12 of the Supplementary Conditions. The Owner shall pay the Contractor the amount certified by the Project Management Consultant in his Final Certificate for Payment within 30 (Thirty days) of the receipt of the Project Management Consultant's certificate.

SC-14 Refer general conditions : Defects Liability Period

The period for correction of defects after the date of Virtual Completion of the Work or designated portion thereof (the Defects Liability Period) shall be 12 months, commencing from the date stated in the Project Management Consultant's Certificate of Virtual Completion.

SC-15 Materials and Services not particularly specified

If materials or services required by the Contract are not particularly specified in the Specifications included in the Contract Documents, the Work shall be performed in accordance with relevant and most recent publication of IS Codes and IS Specifications. Where IS Codes and IS Specifications are not available, good engineering practices shall prevail at all times.

SC-16 Conflict between Bill of Quantities, Specifications and Drawings

In case of conflicts between Bill of Quantities, Specifications and Drawings, the Bill of Quantities shall take precedence over the Specifications and Drawings, in keeping with the general intent of the scope of work in the Contract Documents. In all such cases, the Project Management Consultant will interpret the requirements of the design intent and the Contract Documents and his decision shall be final.

SC-17 Disturbance to other tenants of the building

Care should be taken by the contractor so that other tenants (especially those in immediate lower and upper floors) of the building are not disturbed unduly by hammering, vibration caused by heavy-duty equipment, excessive noise-making activities, etc. during normal working hours. Contractor should plan such activities, preferably, for weekends or on holidays. Necessary permission should be obtained from concerned person before starting such activities.

APPENDIX – III

Environment, Health & Safety (EH&S) Rules for Contractors

1. Purpose

- 1.1 To outline EH&S rules and responsibilities of contractors while performing work in facility of Client.

2. Consultant Responsibilities

- 2.1 Consultant/Project Director's representative is responsible for the safe execution of the contractual job offered to contractors as documented in this procedure.
- 2.2 Consultant/ Project Director's representative shall discuss the EH&S requirements with Contractor Management as well as oversee contractor compliance with all legal and regulatory issues in Client Premises.
- 2.3 Consultant/ Project Director's representative may suspend or terminate the contract should he/she find gross negligence in the part of the contractor to observe EH&S rules outlined in this procedure.

3. Contractor Responsibilities

- 3.1 Contractor shall carry out the work with safety and health of Client personnel and properties in mind. Contractors shall therefore notify conditions that constitute hazards to those potentially affected.
- 3.2 Contractor shall control the manner and methods of its operations and is directly responsible for the actions of its employees.
- 3.3 Contractor shall comply with applicable national, local EH&S legislation & regulations and ensure that it employees receive proper training on the work to be done.
- 3.4. Contractor shall provide proper personal protective equipment, tools and equipment and ensure that such equipment can accomplish the work safely.
- 3.5. Contractor shall demonstrate good work ethics and shall not circumvent engineered safety devices and control.
- 3.6 A Contractor Safety Representative shall be appointed to oversee EH&S on site. Communication related to EH&S will be between the Project Manager and Contractor Safety Representative, and only if necessary, directly to contractor employees when injury or unusual circumstances exists.

4. Contractor Safety Representative Responsibilities

- 4.1 Contractor Safety Representative shall prepare and submit a weekly work progress report on each weekend, including number of employees working on site and the man hour worked, any activities that has positively or negatively affect EH&S at the work site. This weekly report shall be submitted to Project Manager.
- 4.2 Contractor Safety Representative shall immediately inform Project Manager when an accident happened to its employee or Client personnel and properties. A brief

accident report shall be submitted within 24 hours and a detailed report within 72 hours.

5. Environment, Health and Safety Rules for Contractors

5.1 Passageway

- Do not enter other work areas without proper authorization.
- Use established aisles and walkways, do not take short cuts between desks and equipment.
- Passageway and emergency exit doors must be kept clear at all time.
- Material temporarily left at site must be stacked properly with a sign placed to warn others. Contractor will get the location approved by consultant/ Project Director's representative before stacking.
- Good housekeeping shall be maintained at all work areas. Clean up at the end of the day and completely before handing over of job. Food & drink are not generally allowed in Client Offices.

5.2 Smoking

- Smoking is not allowed in Client sites & toilet.

5.3 Chemicals

- Chemicals brought to Client site must be labeled for its contents, its hazards and the Material Safety Data Sheet (MSDS) are provided to Project Manager. Common household chemicals are exempted from this requirement.
- Large container of chemicals is not allowed to be brought into Client Site. Use small container holding only the enough quantity for the day work. Store flammable chemicals properly and ensure it is capped when not in use.

5.4 Electrical Safety

- Do not tap electricity directly from the distribution boxes without first informing the Project Manager and/or Client's representatives.
- To avoid electrical hazards, be alert for conditions that allows electricity to cause harm: loose or broken insulation on wires, improper connection between devices, broken or defective plugs, improper ground at the plug, and loose or broken switches should not be used.
- Do not place liquid chemicals near electrical equipment. Liquids spillage onto electrical equipment could create a fire or electrical hazard.

5.5 Fire Safety

- Contractor shall study the emergency exit floor plan located at the office or work site.
- Contractor is not allowed to shut down essential fire fighting systems, e.g., sprinkler systems, fire alarm at any time. If there is a need, coordinate with Client Project Manager.
- When detecting a fire, immediately activate the nearest fire alarm by pulling the lever or break the glass. **Only when it is safe to do so**, use fire extinguishers to fight the fire.
- When fire alarm is activated, leave your work area immediately, walk to the nearest emergency exit and report to Client designated assembly area.

- All alarms must be regarded as true alarms.
- Only when the '**all clear**' signal is given by Client, can one re-enter the building.

5.6 Equipment & Operational Safety

- Contractor shall provide suitable personal protective equipment when the job requires. This includes but is not limited to safety helmets, safety glasses, face shields, earplugs, respirators, hand gloves & safety shoes.
- Loaning of tools or equipment from Client is not allowed.
- When working on machines that are provided with safety covers or safety guards, operate these machines only when the guards are in place.
- When license or permit to work are issued by the government agencies, a copy must be displayed at the work site.
- Contractor performs hot work where sparks or heat is produced (e.g. using welding equipment, open flame cutting and incendiary devices) shall implement safety measures to prevent accident. Project Manager shall be informed of the location & duration via a written request from Contractor **at least 1 day** before the hot work is done.
- Ladders used in Client office shall have slip-resistant bases and defect free. Inspection of all ladders must be carried out. A ladder is considered damaged if it has broken rungs, missing steps or other construction defects.
- Do not stand on the top two steps of a ladder as it can become unstable. Use ladder of the correct height. Ask for help when in doubt.

5.7 Asbestos

- Contractor, if suspect of doing work that involves the removal, encapsulation, maintenance, clean up, transportation, disposal of structures that contain asbestos, must stop work immediately and inform Project Manager (such work shall not be undertaken by Client or its contractors).

5.8 When Accident Happens ..

- When accident, incident or injury happens, all work shall be stopped immediately. Attend to the injured first and seek help immediately.
- First aid treatment should be provided even for the slightest injury.
- Work related accidents and injury should be reported immediately to Project Manager.
- Investigation shall be carried out for injury that resulted in lost working days. Investigation must be forwarded to the Project Manager.

5.9 Wastes

- Contractor on a daily basis must remove all wastes generated as a result of the contract. Inform Project Manager whenever there are hazardous or contaminated wastes to be removed.

6. Agreement

I, (name) _____, (designation) _____,
(identity number) _____, was briefed by Project Manager (name)
_____ on (date) _____ the above EH&S Rules for Contractors.

The requirements communicated to me are clear and I agree to follow them.

Contract Company: _____

Duration of Work: _____

Scope of work: _____

Contractor Safety Representative: _____

Signed by:

Witnessed by:

Contractor Company
Signature & Date

Project Manager
Signature & Date

Environment Health & Safety (EH&S) Rules for Contractors

Contract/PO Number: _____

Contract Company: _____

Duration of Work: _____

Scope of work: _____

Contractor Safety Representative: _____

I, (name) _____, (designation) _____,
(identity number) _____, am briefed by Project Manager (name)
_____ on (date) _____ the following EH&S Rules for Contractors :

1. Contractor Responsibilities
2. Contractor Safety Representative Responsibilities
3. Environment, Health and Safety Rules for Contractors
 - 3.1. Aisles and Passageways
 - 3.2. Smoking
 - 3.3. Chemical Labeling
 - 3.4. Electrical Safety
 - 3.5. Fire Safety
 - 3.6. Equipment & Operational Safety
 - 3.7. Asbestos
 - 3.8. When Accident Happens
 - 3.9. Wastes

The requirements communicated to me are clear and I agree to follow them.

Signed by:

Witnessed by:

Contractor Company
Signature & Date

Project Manager
Signature & Date