

Virasat-e-Khalsa
Shri Anandpur Sahib

Tender Document
For
Providing and laying White Washing & Painting.

Anandpur Sahib Foundation, Plot # 3, Sector 38 A,
Chandigarh, (UT), India.

FORM OF ACCEPTANCE

I/We hereby offer to execute for the Anandpur Sahib Foundation, the work specified in the DNIT and in the drawings, specifications and other Tender Documents within the time specified at the rate entered in the schedule annexed here to and in accordance, in all respects, with the specifications, design drawings and instructions in writing referred to in the 'Conditions of Contract' and in all other respects in accordance with such conditions so far as applicable.

Should this offer be accepted in whole or in part, I / we hereby / agree to abide by and fulfill all the terms and provisions of the said conditions of contract annexed hereto and / or in default, thereto forfeit and pay to the Anandpur Sahib Foundation or its successors in office, the sum of money mentioned in the said conditions.

A sum of ₹..... is hereby forwarded in the shape of Deposit-at-call No dated drawn in favour of Anandpur Sahib Foundation as Earnest money I/We agree that the full value of Earnest money will be forfeited without prejudice to any other right or remedies to the Anandpur Sahib Foundation or its successor in office, should I / We (i) withdraw or modify my / our offer during the period of validity or (ii) fail to sign the contract agreement after acceptance of the offer or (iii) fail to commence the work within ten days of the issue of acceptance of my/our offer, otherwise the said Earnest money shall be retained by him towards security/deposit in accordance with the Conditions of Contract.

Dated the day of 2016.

Witness	Contractor
Signature	Signature
Name	Name
Address	Address
.....
Occupation	Telephone.....
	Fax

The above offer in hereby accepted by me on behalf of the Anandpur Sahib Foundation.

Dated the day of 2016.

CONTRACT FOR WORKS

This agreement made this day of between hereinafter called Contractor) on the one part and Anandpur Sahib Foundation through..... (hereinafter called "ASF") on the other part:

Whereas the contractor has offered to execute the work for providing and laying White Washing & Painting of Virasat-e-Khalsa, Shri Anandpur Sahib, Punjab and ASF has accepted his tendered offer for the execution of the above mentioned works.

Now this agreement witnesseth as follows:

1. In this agreement, words and expressions shall have the same meanings as are respectively assigned to them as per the general conditions of contract hereinafter referred to.
2. The following documents shall be deemed to form and be construed as part of this Agreement:-
 - i) Contract for Works
 - ii) Notice Inviting Tender and Instructions to Tenderers
 - iii) Acceptance of Works in accordance with the Form of Acceptance.
 - iv) General and Special Conditions of Contract
 - v) Technical Specifications
 - vi) Bill of Quantities
 - vii) Addenda
 - viii) Performance and Guarantee Bond
 - ix) Bank Guarantee
3. The contractor shall provide all labour, materials, equipments, services, supervision and management required for the construction of the aforesaid works.
4. The work will be executed strictly according to specifications and drawings relating to the work as shown in the Tender Documents and Design Drawings.
5. All addenda, correspondence and modifications of tendered offer and acceptance letter will form part of this Agreement.
6. In considerations of the payments to be made by ASF to the contractor in respect of completed work, or item of work, the contractor hereby covenants with ASF to execute the work in conformity in all respects with the provisions of the Agreement.
7. ASF hereby covenants to pay the contractor, in consideration of completion of works, the price in the manner as specified in this Agreement.
8. The contractor shall commence performance of the work upon award of the contract by ASF.
9. The construction completion time is specified as Four (4) months from the date of communication of the award of the contract.

The foregoing represents the entire and integrated agreement among the parties and supercedes all prior negotiations, understandings and agreements, whether oral or written.

In witness thereof of the parties hereto set their respective hands and seals on the day and year first above written.

Owner

Signed _____

Name _____

Designation _____

Date _____

Signed in the presence of

1. _____

2. _____

Contractor

Anandpur Sahib Foundation

Plot No. 3, Sector 38-A

Chandigarh, India _____

Signed _____

Name _____

Designation _____

Date _____

Signed in the presence of

1. _____

2. _____

NOTICE INVITING TENDER

Sealed tenders on item rate basis are hereby invited for Providing and laying White Washing & Painting of Virasat-e-Khalsa, Shri Anandpur Sahib, Punjab, from Specialized Agency or Approved contractors of PWD (B&R)/other Govt. Departments on prescribed form obtainable from the office of the undersigned for ₹5,000/- each. Sealed tenders shall be received in the office of Anandpur Sahib Foundation, Plot No.3, Sector 38-A, Chandigarh - 160 036 up to 3.00 PM on 04.04.2016. Tenders shall be opened on the same day at 3.30 PM in the presence of the Contractors / Firms or their authorised representatives, who may like to be present. The tenders shall be received on the next working day in case the date of tender happens to be a holiday.

Scope of Work

Sr. No	Description of work	Cost of Work	Earnest Money	Time Limit
1	Providing and laying White Washing & Painting of Virasat-e-Khalsa, Shri Anandpur Sahib, Punjab.	₹52.58 Lacs	₹1.06 Lacs	Four Months

Conditions:

1. Applicant must submit his application for obtaining tender form alongwith the following documents :
 - a) Tender document Fee : In the form of Bank Draft @ ₹5000/- in favour of 'Anandpur Sahib Foundation' payable at Chandigarh from any Nationalized Bank or in cash. Fees paid are neither refundable not transferable.
 - b) Complete address of original manufacturer/principal including fax no. and E-mail ID.
2. Applications for the issue of tender forms must reach the office of Superintending Engineer (Project) latest by 01.04.2016 upto 3.00 PM (no application will be entertained after expiry of above time and date). Tender forms shall be issued upto 4.00 PM on 01.04.2016 by the Superintending Engineer (Project).
3. Incomplete tenders or tenders not fulfilling any of the conditions specified above are liable to be rejected without assigning any reason.
4. The undersigned shall have the right to reject all or any of the tenders without assigning any reasons.
5. A cash Security @5% of the amount of the contract inclusive of the Earnest money initially deposited with the bid will be deducted from all payments made to the agency.
6. A bank Guarantee of schedule bank in the prescribed format in favour of Anandpur Sahib Foundation for an amount of 5% of contract amount, valid up to two months beyond the date of completion (Time Limit) shall be furnished by the agency.
7. The offer shall remain open for acceptance for a period of ninety (90) days from the date of opening of the Tender. The earnest money shall be forfeited if the tenderer withdraws or modifies his offer within the validity period or fails to sign the Formal Contract Agreement after acceptance of his offer or fails to commence the work within ten days of issue Acceptance letter. After the forfeiture of earnest money the contract shall be immediately nullified.

8. VAT or any other tax on the material of the turnover shall be payable by the contractor and the Anandpur Sahib Foundation will not entertain any claim in this respect.
9. Before filling this tender the contractor shall visit the site and satisfy himself as to the conditions prevalent there especially regarding accessibility to the site., nature and extent of the ground, working conditions, stacking of materials, installation of tools and plants etc., accommodation and movement of labour, supply of water and power for satisfactory completion of the works contract. No claim, whatsoever on such accounts shall be entertained by the Anandpur Sahib Foundation in any circumstances.
10. The contractor shall comply with the provisions of the Apprentices Act 1961, minimum wages Act 1948, Workmen's compensation Act 1923 contract labor (Regulation and Abolition Act 1970), payment of wages Act 1938, Employer's liability Act 1938, Maternity Benefits Act 1961, and the Industrial disputes Act 1947 as applicable and the rules and regulations issued there under from time to time. Failure to do so shall amount to breach of the contract and the Engineer-in-Charge may at his discretion terminate the contract. The Contractor shall also be liable for any pecuniary liability arising on account of violation by him of the Act.
11. The tenderer shall bear all costs associated with the preparation and submission of his tender and the Anandpur Sahib Foundation shall in no case be liable for these costs.
12. Each tenderer shall submit only one tender either by himself or as partner in a joint venture. A tenderer who submits or participates in more than one tender, will be disqualified.
13. Unless otherwise stated, the contract shall be for the whole work as described in the " Schedule of items of Works" and the drawings. The contractor shall be bound to complete the whole work as described in the schedule of items of works and the drawings, including additional items, if any, as per drawings and instructions. The certificate of completion as issued by the Engineer-in-Charge shall be the conclusive proof of completion of work.
14. Interpretations, corrections and changes to the Tender Documents shall be made by Addendum, if required.
15. Each Tenderer shall ascertain prior to submitting his Tender that he has received all Addenda issued and he shall so acknowledge their receipt in his Tender.
16. The tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorised to sign on behalf of the tenderer. All pages of the tender document containing the entries and all corrections or amendments made there in shall be initialed by the person or persons signing the tender. Following documents shall accompany the tenders:
 - a) Earnest Money Deposit (EMD) shall be submitted by the tenderer in each case in the form of crossed demand draft of any nationalized bank in favour of Anandpur Sahib Foundation payable at Chandigarh. Amount of EMD for each case will also be indicated in original tender documents. The validity of EMD shall be required upto finalization of the subject case.
 - b) Partnership deed or Registration Certificate of the firm or company as the case may be.
 - c) Income tax clearance certificate.
 - d) Power of Attorney as required under rule for joint venture.

- e) List of similar works executed during the past 5 years and/or in progress with agreement cost, complete address, fax numbers, telephone numbers and contact person.
- f) Technical Catalogues and relevant information along with a written explanation and technical specifications of the proposal.

The provisions in the Tender documents shall govern over the contents of the above paragraphs if in contradiction or variation.

**Superintending Engineer (Project),
Anandpur Sahib Foundation,
Plot No.3, Sector 38-A,
Chandigarh - 160 036.**

INSTRUCTION TO TENDERERS

1.0 DISPATCH OF Tenders

- a. Proposals shall be delivered to arrive not later than the time and date stated in the 'Notice Inviting Tenders.
- b. The bidders are requested to fill the bid documents as provided to them and return the same duly stamped and signed. The bidders are requested to fill the price schedule in the attached Schedule of Quantities.
- c. The TENDER Document and all other supporting documents shall be enclosed in the Bid envelope submitted by the bidder. The Bids shall be marked as specified in the 'Notice Inviting Tenders.

2.0 PREPARATION OF BIDS

- a. Bidders must at their own expense visit the site of work to obtain for themselves on their responsibility any information that they may require prior to bidding.
- b. Bidders or any of their employees or agents will be granted permission by the Employer/ASF to enter upon his premises and land for such inspection but only upon the express condition that such firm or companies will release and identify the employee and his servants and agents from and against all liability in respect of and will be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss/ damage costs and expenses however caused (whether by the act or neglect of the Employer/ASF or his servants or agents or not) which but for the exercise of such permission would not have arisen.
- c. Should there be any doubt or obscurity as to the meaning of the tender document or as to anything to be done under the contract or concerning these instructions or any other matter, bidders shall set forth in writing such doubts or obscurity and submit before the date for submission of the Bid. These or any other outstanding matters will be answered in writing or during the pre-bid meeting.
- d. Bidders are to insert rates or prices against each item in the Bill of Quantity. Item against which no rate or price is entered in the Bill of Quantity by the bidder will be deemed to be covered in the rates or prices set against other items in the Bill of Quantities. Bids must be filled in English and all entries made by hand and written in ink.

3.0 MISTAKES IN THE BID

The Schedule of Quantities will be examined prior to signing of the Contract in order to confirm that each item is extended correctly at the rate quoted. Any arithmetical error will be corrected and a compensating adjustment by means of a lump sum will be made in the BOQ so that the tender price is correct in all respects. If the errors or mistakes are of a major nature, the tenderer will be informed and given the opportunity to withdraw his tender. The tenderer will be informed of any arithmetical adjustment made by the Engineer-in-Charge, should the Employer/ASF wish to accept his tender.

4.0 GENERAL

- a. All arrangement which effect the engagement, paying of labour and other matters in connection therewith shall be to the instructions issued by the relevant authorities.
- b. The currency of the contract will be in Indian Rupees(INR)
- c. The Employer/ASF will neither be responsible nor pay any expenses or loss which may be incurred by the tenderer in the preparation of his tender.
- d. The Employer/ASF is not bound to accept the lowest or any tender received.

- e. The tenderer shall be bound by his tender.
- f. The tender documents shall be treated as private and confidential documents whether or not the recipient submits a tender.
- g. The tender of any tenderer who does not confirm with the foregoing instructions may be rejected.

5.0 NO ALTERATIONS TO THE TEXT OF THE TENDERS DOCUMENTS OR SCHEDULE OF QUANTITIES

No alteration to the text of these documents or Schedule of Quantities is to be made by the Contractor.

Should any alteration, amendment note or addition be so made without consultation the same will be not be recognized and the reading of the printed bill be adhered to.

6.0 VALIDITY OF BIDS.

Tender shall remain valid for a period of 90 days from the date of opening the tender. The Employer/ASF may extend the said period.

7.0 SIGNATURES ON THE BIDS

Each of the bid document is required to be signed by the person or persons submitting the bid in token of his/ their having acquainted himself/ themselves with conditions of the contract, specifications, brief etc as laid down. Any bid with any of the documents not so signed will be rejected.

The bid submitted on behalf of a firm shall be signed by all partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise the tender is liable to be rejected.

Any erasures and alteration made while filling the TENDERS must be attested by initials of the tenderer. Overwriting of figures is not permitted; failure to comply with either of these conditions will render the bid void.

8.0 DRAFT AGREEMENT

Within 15 (Fifteen) days of the receipt of the intimation from the Employer/ASF of the acceptance of his/ their bid, the successful bidder shall bind himself/herself to implement the Contract by signing an agreement in accordance with the "Draft Agreement" and the schedule of conditions.

9.0 SUBLETTING THE CONTRACT

The contractor must not assign the Contract. He must not sublet any of the Contract except with the written consent of the Employer/ASF failing which the Employer/ASF may serve a notice in writing rescinding the Contract where upon the retention money shall stand forfeited and shall be at the absolute disposal of the Employer/ASF.

10.0 OMISSION, DEDUCTION AND ADDITIONS

The schedule of probable quantities is liable to alterations by omission, deductions or additions at the discretion of the Engineer-in-charge.

11.0 MISC. CHARGES

The rates quoted in the tender shall include all charges for double scaffolding, centering materials, water and meter charges, electricity charges, temporary plumbing, cost of cisterns, hire for any tools and plants, sheds for materials, marking out and cleared for site, safety equipment, protection gear and welfare facilities as per GCC etc. The rates quoted shall be deemed to be for the finished work to be measured at Site. Tenderer must include in their rates all statutory taxes levied by Central Government / State Government & Local Authority.

Water and electricity will be provided to the Contractor for the work at one location on chargeable basis (on Punjab Govt. Rates) within the premises as per actual consumption.

12.0 DETAILS OF THE BIDDER

The rate for each item of work included in the Schedule of Quantities (irrespective of the description of the item) shall, unless expressly stated otherwise, include the cost of:

- All materials, fixing materials, accessories, operations, appliances, tools, hardware, software, plant, equipment, transport, labour, staff, skills and incidentals required in preparation for in the full and entire execution and completion of the work called for in the item and as per Indian Standard Specifications and Brief/drawings complete.
- Waste on materials and labour
- Loading , transportation, unloading, handling/ double handling, hoisting to all levels, setting, fitting and fixing in position, protecting, disposal of debris and all other labours necessary full and to fully complete the job in accordance with the Contract Documents, good practice and recognized principles. This also includes materials, appliances, equipment and accessories not specifically mentioned herein or noted in the drawings/ documents as being furnished or installed but which are necessary and customary to make complete installation in efficient working order.

13.0 As per Excise and Taxation Commissioner, Punjab circular No. 01/VAT/2012/TD dated 09.11.2012 the bidder must have VAT Registration No (TIN) issued by the Department of Excise & Taxation, Punjab or must attached proof for having applied for such Registration.

SCHEDULE OF FISCAL ASPECTS

Commencement of work	The work shall commence within 7 days of issuance of Letter of Intent by Employer / letter of acceptance by ASF.
Cost Of Work	₹52.58 Lacs (INR Fifty Two Lacs Fifty Eight thousands only).
Earnest Money	₹1.06 Lacs (INR One Lacs Six Thousands only) in the shape of Demand Draft in favour of 'Anandpur Sahib Foundation" payable at Chandigarh.
Mobilization Advance	<p>10% of the contract value against Bank guarantee, the same to be released on fulfillment of the following conditions:</p> <ol style="list-style-type: none"> 1. Signing of contract agreement by the contractor. 2. Submission of Bank Guarantee. <p>The mobilization advance shall be recovered from 1st RA bills onwards in such a manner that the total advance is recovered when 80% of contract value gets paid on Pro rata basis. Simple interest shall be charged @ 12.25% per annum.</p> <p>Note: ASF shall continue to charge interest as per provisions of the agreement against outstanding Mobilization Advance for the period Mobilization Advance remained/remains with the Contractor.</p> <p>Note: The total recovery on balance unadjusted mobilization advance remaining as on date shall be effected and completed in toto from initial running accounts bills.</p>
Performance Bond	A bank Guarantee of schedule bank in the prescribed format in favour of Anandpur Sahib Foundation for an amount of 5% of the amount of contract valid up to 90 days after the expiry of defect liability period to cover the amount of liquidated damages and/or the compensation for the breach of contract. No payment for work done of any kind shall be released till such guarantee is furnished. In the event of extension of the contract period the contractor shall at his own cost, extend the validity period and/or increase the value of his guarantee.
Interim Bills	One bill per month subject to the amount being at least 10 % of the Contract Value and shall be addressed to Superintendent Engineer (P), Anandpur Sahib Foundation, Chandigarh. The bills in duplicate shall be submitted to the Engineer-in-Charge at site office along with all supporting documents. The date of receipt of the bills shall be the date when all supporting documents of the bill are submitted.
Payment Terms & Certification of RAB's.	<p>75% of the due amount of the bill may be released within 10 working days from the date of receipt and the balance amount of the bill shall be settled within 30 days after due verification by the Engineer-in-Charge for which the agency shall provide assistance to the Engineer-in-Charge in accordance with his direction.</p> <p>70% of the Material advance to be released for materials delivered at site as per the Invoice rates/ challan rates for non perishable items.</p> <p><u>Note:- The Proof of deposits of ESI, PF & other statutory liabilities shall be submitted along with each running account bill on monthly basis clarifying the individual names and accounts for the man power/labors engaged for a particular month.</u></p> <p><i><u>These submittals will be verified/cross checked by Employer /ASF (HR & Administration Department) & only after its verification the actual payment will be released to the contractor.</u></i></p>
Variable Mechanism	Escalation free contract and hence no admission of variation in rates on account of price rise.

Retention Money	A cash Security/retention money @ 5% of the amount of the contract inclusive of the Earnest money initially deposited with the bid to cover the cost that may be involved in removal of defects, imperfections, or taking remedial measures in the work, which has been executed to be progressively deducted @ 5% in all payments, after affording credit for the initial earnest money.
Release of Retention	100% Retention money will be released only on completion of successful performance of Defects Liability Period.
Tax Deduction at Source	All statutory taxes shall be deducted, as applicable, at source in accordance with the statutory requirements from all payments made to the agency, including that in respect of the Mobilization Advance, if paid.
Time for Completion of the Work	4 (Four) Months from the date of allotment of work.
Liquidated Damages	If fails to complete at least 90% the Work by said date, Employer/ASF shall be entitled to recover delay damages in the amount of half percent of the Contract Sum (i.e. 0.5% of the Contract Sum) per week of delay up to a maximum of 10% of the Contract Value. For the work executed less than 100% but more than 90% Liquidity Damages will be imposed @ 5% per week on the balance work. Failure to comply with commitments based on the schedule shall invite additional Liquidated damages @ Rs. 10,000/- per day of delay in achieving milestones. (<i>Milestones shall be identified from the schedule submitted by the contractor along with quote.</i>).
Defects Liability Period	Twelve Months from the date of Completion. Where extended Guarantee periods are stipulated in the Contract Documents for particular parts of the Works, the Contractor shall furnish appropriate guarantees in approved formats for same before issuance of the Final Completion Certificate.
Period of raising Final bill	Within 60 days from completion of works.
Rate only items, non-tendered / extra items and quantities exceeding the tendered quantities	For all the above-mentioned items, a written variation/ change order approved and issued by the Engineer-in-charge has to be immediately obtained before procurement and execution. No payments will be entertained without the written variation order Engineer-in-Charge. The onus shall be on the Contractor to obtain such prior written variation order. The rate will be approved on the basis of cost of material, labour, T&P along with 15% for overheads and profits, protection charges and admissible taxes.
Insurance	Workman compensation, third party insurance, CAR policy including the earthquake risk coverage. Copies of all relevant documents to be submitted to the Client within three week of the start of the project.
Contribution to the Central, State Local Authority	The contractor shall alone be responsible for the payment of contribution etc. under any Central, State, Local Legislation applicable to the persons engaged as aforesaid i.e. Contribution towards ESI, Provident Fund etc. If any time, any liability or obligation (Financial or otherwise) is imposed upon Employer/ASF. under the provision of any legislation or any enactment and /or schemes, rules, regulation, bye-laws framed there under such amount shall be recovered from the contractor's dues.
Taxes	All Taxes as applicable including Service Tax will be borne by the agency.

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 The Contract documents consist of the Notice Inviting Tenders, the Agreement between the Owner/Client and the Contractor, the General Conditions of Contract, Brief Document, Technical Specifications, Schedule of Quantities and relevant correspondence including all modifications thereof incorporated in the documents before their execution.
- 1.2 "Owner/Client/ASF/Employer" means **ASF (Anandpur Sahib Foundation)** on whose behalf tenders are invited and includes its successors, assigns and legal and authorized representatives.
- 1.3 "Contractor" means the person, firm or company whether incorporated or not, employed as Contractor by the Employer for undertaking the works and shall include the Contractor's legal and authorized representatives, successors and permitted assigns.
- 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 Owner/Owners/Client/ Project Manager 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 Engineer-in-Charge for executing special works or supplying special equipment or materials, for which provisional sums are included in the Contracts. Such agencies shall be deemed to have been employed by the Contractor.
- 1.6 "Engineer-in-Charge" is appointed by **CLIENT** to work on their behalf to execute the subject work or in the event of his ceasing to be the Engineer-in-Charge for the purpose of this Contract, for whatever reasons, such other person, firm or Company as the Owner/Client may nominate for the purpose.
- 1.7 "Owner/Clients Representative" means any person authorized by the Owner/Client to act on his behalf.
- 1.8 Supervisor means people/ resources appointed by CLIENT to assist the Engineer-in-Charge.
- 1.9 "Contract Sum" means
 - a. 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.
 - b. In the case of lump sum contracts, the sum for which the tender is accepted.
 - c. "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
- 1.10 "Work" means the work to be executed in accordance with the Contract.

- 1.11 "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.
- 1.12 "Temporary Works" means all temporary works of every kind required for the execution of the works by the Contractor.
- 1.13 "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 Site Engineer.
- 1.14 "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 Owner/Client/Engineer-in-charge.
- 1.15 "Site" means the lands 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 Owner/Client or used for the purpose of the Contract.
- 1.16 "Approved" means approved in writing including subsequent written confirmation of previous verbal approval.
- 1.17 "Un-expected 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, rebellion, insurrection, military or usurped power, an act of Government, an act of God, such as lightening, unprecedented floods, tornado, and damage from aircraft.
- 1.18 "Writing" means any e-mail followed by signed hardcopy of Competent Authority, manuscripts, typewritten or printed statement under or over signature and/ or seal as the case may be.
- 1.19 "Written Notice" shall be deemed to have been duly served if delivered over e-mail followed by signed hardcopy of Competent Authority or 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 business known to him, who gives the notice.
- 1.20 "Month" means English Calendar month. "Day" shall mean a calendar day of 24 hours each.
- 1.21 "Working Day" shall mean any day from Monday to Saturday (both days inclusive) excluding all Public Holidays as notified by the Central Government
- 1.22 "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/ commissioning
- 1.23 "Approved Equal" shall mean an alternative product/ service approved by the Engineer-in-charge as equivalent to that specified in the Contract Documents.
- 1.24 "Completion Date" means the scheduled date for completion of the Works as set forth in the Agreement between the Owner/Owner/Client and Contractor, as the same may be extended pursuant to the provisions under General Conditions of contract.

- 2.0 Singular and Plural:** Words importing singular number shall also include plural and vice versa where the context so requires.
- 3.0 Headings and Marginal Notes:** The headings and marginal notes in these conditions are for the purpose of facilitating reference and shall not be deemed to be part thereof or taken into consideration in the interpretation or construction thereof or of the Contract.
- 4.0 Language:** All documentation and correspondence in respect of this Contract shall be in the English language.
- 5.0 Scope and Intent**
- 5.1 The general character and the scope of work is illustrated and defined by the signed Contract Documents herewith attached
- 5.2 The Contractor shall carry out and complete the said work in every respect in accordance with the Contract, and with the directions of and to the satisfaction of the Owner/Client/Engineer-in-charge.
- 5.3 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 materials, equipment and transportation necessary for the proper execution of the work (excepting those materials and equipment listed separately which are supplied by the Owner/Client). Materials of Work described in words which so applied have well known technical or trade meaning shall be held to refer to such recognized standards as applicable.
- 5.4 The Engineer-in-charge may, from time to time issue further supplementary drawings and/or written instructions, details and directions and explanations, which are collectively referred to as Engineer-in-charge's Instructions. The Contractor shall forthwith comply with and duly execute works comprised in such Engineer-in-charge's instructions provided always that verbal instruction, directions and explanations given to the Contractor or his work's representative by the Engineer-in-charge shall, if involving a variation, be confirmed in writing.
- 5.5 The ASF/Employer reserves the right to increase/ decrease 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.
- 6.0 Site Engineer:** The Site Engineer who will be responsible for the day-to-day supervision of the Contract shall represent the Owner/Client / Engineer-in-charge at the site. He shall act under the instructions of the Engineer-in-charge. The Contractor shall provide all necessary facilities for the performance of his duties.
- 7.0 Duties of Site Engineer**
- 7.1 The Site Engineer shall carry out such duties in issuing decisions, certificates and orders as are specified in the Contract and such additional functions as are delegated to him by the Engineer-in-charge or the Owner/Client from time to time. The Site Engineer shall coordinate, watch and supervise the works and examine and approve materials to be used or workmanship employed in connection with the Works.
- 7.2 Provided always that
- i) Failure of the Site Engineer or his representative to disapprove any work or materials shall not prejudice the power of the Engineer-in-charge, thereafter to disapprove such work or materials.

- ii) Except as otherwise provided in these documents, if the Contractor shall be dissatisfied by reason of any decision of the Site Engineer, he shall be entitled to refer the matter to the Engineer-in-charge within 7 days of the receipt of such decision, who shall thereupon confirm, reverse or vary such decision.
- 7.3 Subject as otherwise provided in this Contract, all notices to be given on behalf of the Engineer-in-charge, and the Owner/Client and all other actions to be taken on their behalf may be given or taken by the Site Engineer or any person for the time being entrusted with the functions duties and powers of the Owner/Client's Representative.
- 8.0 **Site Visit by contractor:** Before tendering, the Contractor shall visit the site and satisfy himself about the site conditions. He will examine the site and take note of existing conditions, the constraints of working within the premises, mode of transport and other means of communication, the correct dimensions of the work and facilities for obtaining the special articles called for in the contract documents and shall obtain his own information on all matters affecting the continuation and progress of the works. No extra claim made in consequence of any misunderstanding or incorrect information for any of these points or on the grounds of insufficient description will be allowed. Should the Contractor, after visiting the site, find any discrepancies, omissions, ambiguities or conflicts in or among the contract documents or to be in doubt as to their meaning he shall bring the question to the Engineer-in-charge 's attention, before the opening date of the tender.
- 9.0 **Assignment:** The Contractor shall not assign the Contract or any part thereof, or any benefit or invest or there under otherwise than by a charge in favor of Contractor's bankers of any monies due or to become due under this Contract, without prior written consent of the Engineer-in-charge.
- 10.0 **Sub-letting:** The Contractor shall not sublet any part of the works without the prior written consent of the Engineer-in-charge, 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 and he shall be responsible for the acts, defaults and neglects of any Sub-Contractor, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor, his agents, servants or workmen. Provision of labour on a piecework basis shall not be deemed to be sub-letting under this Clause.
- 11.0 **Sub –Contractors:** As soon as practicable and before awarding any sub-contract, the Contractor shall notify the Engineer-in-charge in writing the names of the sub-contractors proposed for the principal parts of the work as the Engineer-in-charge may direct for his approval. The Contractor shall not employ any sub-contractor to whom the Engineer-in-charge may object. In particular, sub-contractors for waterproofing, pest control, doors and windows, insulation and other specialist items shall be got approved well in advance.
- 12.0 **Specialist Agencies:** The Contractor may entrust specialized 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 of the Employer. These details shall include the expertise, financial status, technical manpower, equipment, resources, and list of works executed and on hand of the specialist agency.
- 13.0 **Contractor's General Responsibilities**
- 13.1 The Contractor shall execute and maintain the works with due care and diligence and shall provide all materials, labour 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.

- 13.2 The Contractor shall execute the whole and every part of the Works in the most substantial and workmanlike manner, both as regards materials and labour and otherwise in every respect in strict accordance with the specifications. The Contractor shall conform exactly, fully and faithfully to the designs, drawings and instructions relating to the work, in writing.
- 13.3 Before commencing any item of work, the Contractor shall co-relate 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 damage caused due to any discrepancy in the Contract documents which was overlooked by the Contractor and/or his Sub-Contractor, and is not brought to the notice of the Engineer-in-charge / Owner/Client.
- 13.4 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.

DOCUMENTS

14.0 Documents Mutually Explanatory

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 documents is to include all labour and materials, equipment and transportation (including reaching the material to site on the desired floor) necessary for proper execution of the work (exempting those materials and equipment listed separately which are to be supplied by the Owner/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.

15.0 Discrepancies and Adjustments of Errors

- 15.1 In the case of discrepancies between bill of quantities, specifications and/or brief, the following order of precedence shall be followed -
 - a. Brief
 - b. Technical Specifications.
 - c. Description in the Bills of Quantities.
 - d. General specifications - specifications given in CPWD Specifications.
- 15.2 In the event of ambiguities, discrepancies, and contradictions between the Bill of Quantities, the Brief and/or specifications, the Site Engineer 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.
- 15.3 If there are discrepancies in the rates quoted by the Contractor in figures and in words, the rates quoted in words shall prevail.
- 15.4 All errors in extensions or computing the amounts and totaling shall be corrected.
- 15.5 The Contractor shall not be entitled to any extension of time or any compensation due to such determination.

16.0 Drawings

- 16.1 The drawings shall remain in the sole custody of the Employer. Two (2) copies of the Drawings shall be furnished to the Contractor, free of charge.
- 16.2 One copy of the Contract Documents including drawings furnished to the Contractor shall be kept at the site and the same shall, at all reasonable times, be available for inspection.
- 16.3 The Contractor shall give written notice to the Site Engineer and inform the Engineer-in-charge, 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.
- 16.4 The Site Engineer 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.

17.0 Type of Contract: The Contract shall be an item rate contract. The Contractor shall be paid at the Contract Rates for the actual quantity of work carried by him as measured, in accordance with the Contract documents.

18.0 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 Owner/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, subject to the condition that the contract amount is not varied by more than +/- 25%. 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 Owner/Client/Engineer-in-charge.

19.0 Licenses and Permits: License and permits for all materials under Government control shall be obtained by the Contractor directly. The Owner/Client may assist the Contractor in this respect to the extent possible. The Contractor shall include in his tender all transport charges and other expenses that may be incurred in this connection

20.0 Royalties and Patent Rights: All royalties or other sums payable in respect of the supply and use in carrying out the works as described by or referred to in the Contract drawings, the Contract Specifications and the Contract Schedule of Quantities of any patented articles, processes or inventions shall be deemed to have been included in the Contract sum, and the Contractor shall indemnify the Owner/Client against all claims, proceedings, damages, costs and expenses which may be brought or made against the Owner/Client or to which he may be put by reason of the Contractor infringing or being held to have infringed any patent rights to any such articles, processes and inventions. Provided that where, in compliance with Engineer-in-charge 's instructions the Contractor shall supply and use, carrying out the works any patented articles, processes or inventions, the Contractor shall not be liable in respect of any infringement or alleged infringement of any patented rights in relation to such articles, processes or inventions and all royalties, damages or other moneys which the Contractor may

be liable to pay to the persons entitled to such patent rights shall be added to the Contract Sum.

21.0 Separate Contracts

21.1 The Owner/Client reserve the right to award other contracts in connection with the work. The Contractor shall afford other contractors reasonable opportunity for the introduction and 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 Engineer-in-charge 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 which may develop in the other contractor's work after execution of the work.

22.0 Contractor's Designs & Manufacturer's Catalogues

22.1 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 Owner/Client with 5 copies of all designs, drawings and specifications, general arrangement drawings and shop drawings which he may be called upon to submit.

22.2 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 Site Engineer as soon as is reasonably practicable.

23.0 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. The Site Engineer and the Contractor shall countersigned changes recorded. Four copies of "as built" drawings shall be supplied to the Site Engineer within 15 days of virtual completion. These drawings shall also be supplied on AutoCAD Release 2007 at no extra cost to the Owner/Client.

24.0 **Interest:** No interest shall be payable on any money due to the Contractor against earnest money, security deposit, interim or final bills or any other payments due under this contract.

25.0 Work to Satisfaction of Engineer-in-charge

The Contractor shall execute and maintain the works in strict accordance with the Contract to the satisfaction of the Engineer-in-charge and shall comply with and adhere strictly to the Engineer-in-charge's instructions and directions on any matter whether mentioned in the Contract or not, touching or concerning the works. The Employer's decision relating to the use and quality of materials and visual and aesthetic effect shall be final and binding.

26.0 NOT IN USED

27.0 Period of Completion: The entire Works covered in this Contract shall be completed by the Contractor within the completion period set out in the tender documents/contract.

28.0 Extension of Time:

- 28.1 If the Works are delayed by Force Majeure (as defined elsewhere), suspension of work by the Owner/Client, serious loss or damage by fire, ordering of altered additional or substituted work or other special circumstances other than through the default of the Contractor, as would fairly entitle the Contractor to an extension of time and which in the discretion of the Engineer-in-charge is beyond the control of the Contractor, then upon the happening of any such event causing delay, the Contractor shall within 7 days of the happening of event but before the expiry of previous allotted/extended time give notice thereof in writing to the Engineer-in-charge, stating the cause and the anticipated period of delay, in any such event the Chief Engineer (P) on the recommendations of the Engineer-in-charge may give fair and reasonable extension of time for the completion of work.
- 28.2 Such extension shall be communicated to the Contractor by the Engineer-in-charge in writing. The Contractor shall not be entitled to claim any compensation or over-run charges whatsoever for any extension granted.

29.0 Delays:

If, in the opinion of the Engineer-in-charge, the Contractor shall be delayed or impeded in the execution of the Works for reason of:

- a) Force Majeure: or
- b) By the works or delays of other contractors or tradesmen engaged or nominated by the Owner/Owner/Client and not referred to in the Contract Documents: or
- c) The non-delivery or delay in delivery to the Contractor, of any materials and equipment which under the Contract Documents the Owner/Client is to supply: or
- d) 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
- e) Extras or variations being ordered by the Engineer-in-charge or
- f) Any other cause which the Engineer-in-charge certifies as beyond the control of the Contractor, the Contractor may from time to time, within 10 working days of the happening of any of the aforesaid, apply in writing to the Owner/Client/ Engineer-in-charge for an extension of time on account thereof, setting forth the cause of such delays, and the Engineer-in-charge may, with the prior written approval of the Owner/Client, make a fair and reasonable extension of time for completion of the Works.

30.0 Liquidated Damages for delay in completion:

- 30.1 If the contractor fails to fulfill his obligations atleast 90% of the work under the contract as specified in the scope of work in the defined and specified scheduled time period due to reasons attributable wholly and solely to the contractor, he shall pay to the Owner/Client as liquidated damages, a sum equal to half percent (0.5%) of the contract price per week. For the work executed less than 100% but more than 90% Liquidity Damages will be imposed @ 5% per week on the balance work.
- 30.2.1 The total amount of liquidated damages for delay under the contract will be subject to maximum of Ten percent (10%) of the contract price.

- 30.2.2 The Owner/Client may without prejudice to any other method of recovery deduct the amount of such damages from the moneys in his hands due to the contractor or which may become due to the contractor. The payment or deduction of such damages shall not relieve the contractor from his obligation to complete the supplies and demonstrate the performance or from any of his other obligations and liabilities under the contract.
- 30.3 In addition, such action by the Owner/Client as aforesaid shall not relieve the contractor of his liability to pay the supply and performance guarantee liquidated damages for delay in completion as defined in clause 27.0 of this section.

31.0 Contractor's Site Organization and Equipment

- 31.1 **Contractor's Site Engineer:** The Contractor shall ensure continued effective supervision with the help of a qualified, experienced Site Engineer assisted by adequate staff as ascertained by the Engineer-in-charge for the entire duration of the Works. The Engineer-in-charge will be responsible for carrying out the work to the true meaning of the Drawings, conditions of contract, Specifications, Schedule of Quantities and Engineer-in-charge 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 Engineer-in-charge before undertaking any work where Engineer-in-charge 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 Site Engineer and technical supervisory staff shall be transferred from the work without the written prior permission from the Engineer-in-charge.
- 31.2 **Equipment:** The Contractor shall provide and install all necessary hoists, ladders, scaffolding, tools, plants and all transport for labour, materials and plant necessary for the proper execution and completion of the Works to the satisfaction of the Engineer-in-charge.
- 31.3 **Security:** The Contractor shall provide adequate number of watchmen to guard the site premises, materials and equipment at all times at his expense.
- 31.4 **Telephone:** The Contractor shall provide, install and maintain at his expense a separate telephone for the Site. He shall pay all charges in connection with the same till the completion of the Works.
- 31.5 **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 Owner/Owner/Client, if any from time to time.
- 31.6 **Sanitary Convenience:** 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 de-odorize the ground after their removal to the satisfaction of Engineer-in-Charge.
- 31.7 **Scaffolding, Staging and Guard Rails:** The Contractor shall provide at his expense at the Site scaffolding, staging, guard rails, temporary stairs and temporary measures required during construction. The supports for scaffolding, staging, guard rails and temporary stairs shall be strong, adequate for the particular situations, tied together with horizontal pieces and braced properly. The temporary access to the various parts of the building under construction shall be rigid and strong enough to avoid any chance of mishaps. The entire scaffolding arrangements proposed shall be subject to the approval of the Engineer-in-charge but such approval will not relieve the Contractor of his obligations under this clause.

32.0 Contractor's Supervision

32.1 The Contractor shall provide all necessary supervision during the execution of the works and guarantee period for the proper fulfilling of the Contractor's obligations under the Contract. The Contractor or a competent and authorized agent approved in writing by the Site Engineer, which approval may at any time be withdrawn; is to be constantly on the works and shall give his whole time to supervise the works. Such and authorized agent shall receive on behalf of the Contractor, directions and instructions from the Site Engineer or the Owner/Client/Engineer-in-charge

32.2 The 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 work, and
- b. Such skilled, semi-skilled and unskilled labour as is necessary for the proper and timely execution and maintenance of the works.

33.0 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 given in the drawing or furnished by the Site Engineer in writing and for the correctness of the positions, 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 Site Engineer.

34.0 Nuisance: The Contractor shall not at any time do, cause or permit any nuisance on the site or do anything which shall cause unnecessary disturbance or inconvenience to the others working on or near the site and to the public generally.

35.0 Watching and Lighting: The Contractor shall provide and maintain at his cost all lights, guards, fencing and watchmen, when and where necessary or as directed by the Site Engineer, for the protection of works, materials, plant, equipment etc.

36.0 Care of Works: 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 Owner/Owner/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.

37.0 Co-operation with other Contractors:

37.1 The Contractor shall co-operate with other Contractors and Consulting Site Engineers and freely exchange with them such technical information as necessary for the proper execution of the works.

37.2 The Contractor shall, in accordance with the directions of the Site Engineer, afford all reasonable opportunities to other Contractors and their workmen and to the workmen of the Owner/Client who may be employed in the execution of the works not included in the Contract, for carrying out their work.

37.3 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 Site Engineer and the concerned contractor shall be informed well in time for effective coordination and proper execution of Works.

38.0 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.

39.0 Coordination of Work

39.1 At the commencement of work, and from time to time, the Contractor shall confer with other contractors, sub- contractors, and persons engaged on separate contracts in connection with the work, and with the Engineer-in-charge 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.

39.2 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 Engineer-in-charge. 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.

40.0 Clearance of Site on Completion: Before the Site Engineer 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 Site Engineer.

41.0 Patent Rights: The Contractor shall fully indemnify the Owner/Client against any action, claim or proceeding relating to any infringement of the use of any patent or design or any alleged patent or design rights and shall pay royalties which may be payable in respect of any article or part thereof included in the Contract.

42.0 Fire Fighting Facilities: The Contractor shall provide and maintain adequate fire fighting facilities on the Site to the approval of the Site Engineer and local Fire Authorities.

INSURANCE AND INDEMNITIES

43.0 Insurance of Works:

43.1 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. The insurance shall initially be kept valid up to 60 days beyond the scheduled completion date and may be extended, based on a written request from the Owner/Client / Engineer-in-charge. The Contractor should produce evidence of insurance coverage for all above before submitting invoices for payment.

43.2 Such insurance shall be effected with an insurer and in the terms approved by the Owner/Client, which approval shall not be unreasonably withheld.

43.3 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 Owner/Client, in lieu of taking out fresh policies in the joint names of the Contractor and the Owner/Client.

44.0 Insurance against accident or injury to Workers:

44.1 The Owner/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 in the employment of the Contractor or any Sub-Contractor. The Contractor shall indemnify and keep indemnified the Owner/Client against all such damages and compensation, and against all liability, claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

44.2 The Contractor shall insure against such liability with an insurer approved by the Owner/Client and shall continue such insurance during the whole of the time that any persons are employed by him or the Sub-Contractors on the Works.

45.0 Third Party Insurance: Before commencing the execution of the Works, the Contractor shall insure against his liability for any materials or physical damage, loss or injury which may occur to any property including that of the Owner/Client, and to any person including any employee of the Engineer-in-charge by or arising out of the execution of the Works or in carrying out of the Contract.

46.0 Insurance Generally:

46.1 The terms of the insurance policies 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 Owner/Client, the insurer will indemnify the Owner/Client against such claims and any costs, charges and expenses in respect thereof.

46.2 The Insurance policies shall provide that they shall not be cancelled until the Owner/Client has agreed to their cancellation.

46.3 The Contractor shall provide the Owner/Client and the Engineer-in-charge 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.

46.4 If the Contractor shall fail to effect and keep in force insurance, as per the terms of Contract, the Owner/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 Owner/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.

46.5 The Contractor shall 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 Owner/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 Owner/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.

- 46.6 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

47.0 Engagement of Labour:

- 47.1 The Contractor shall make his own arrangements for the engagement of labour, local or otherwise, and for their transport, housing and payment. All labour engaged by the Contractor shall be and remain the employees of the Contractor and no claim shall lie against the Owner/Client by them or Contractor and any person claiming on their behalf against the Owner/Client in respect of any right or benefit due to them in their employment.
- 47.2 The Contractor shall obtain a valid license under the Contract Labour (Regulation and Abolition) Act 1970, before the commencement of the work and continue to have a valid license until the completion of work or expiry of guarantee period, if applicable.
- 47.3 The Contractor shall pay the labour employed by him directly or through Sub-Contractors, wages not less than the minimum wages notified under the Minimum Wages Act.
- 47.4 The Contractor shall in respect of all labour employed by him either directly or through Sub-Contractors comply with or cause to be complied with the provisions of the payment of Wages Act, 1936, Minimum Wages Act 1948, Employers Liability Act, 1938, Workman's Compensation Act 1923, Maternity Benefit Act 1961, Contract Labour (Regulations and Abolition) Act 1970, Employee's Provident Fund Act, and any other Act, Rules or Regulations for the labour as may be enacted by the Government or any modification thereof or any other law relating thereto and rules made there under from time to time.
- 47.5 The Employer 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.
- 47.6 The Contractor shall indemnify the Owner/Client and the Employer 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.
- 48.0 Model Rules:** The Contractor shall at his own cost comply with or cause to be complied with Model Rules for labour 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 Owner/Owner/Client shall be entitled to do so and recover the cost thereof from the Contractor.
- 49.0 Safety Code:** The Contractor at his own cost arrange for the safety provisions stipulated by Government or local authorities or as required by the Engineer-in-charge in respect of all labour 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 Owner/Owner/Client shall be entitled to do so and recover the costs thereof from the Contractor.

- 50.0 Child Labour:** The Contractor shall not employ any labour under 18 years of age on the job.
- 51.0 Returns of Labour:** The Contractor shall furnish to the Engineer-in-charge a return every week in such detail and form as the Engineer-in-charge may prescribe showing the supervisory staff and the number of labour employed by the Contractor and Sub-Contractors on the Site separately for each category of labour indicating their working hours.
- 52.0 ESI and PF Obligations:** The Contractor shall include in his rates all expenses towards meeting obligations under the Employees State Insurance Act and the Provident Fund Act. He shall follow all rules and regulations required under the Act as may be in force from time to time. The Contractor shall cover all his workmen working at the site, under the ESI scheme and PF Scheme, and directly deposit the required amounts with the concerned authorities.

MATERIALS AND WORKMANSHIP

53.0 Quality of Materials and Workmanship:

53.1 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 Engineer-in-charge and shall be subjected from time to time, to such tests as the Engineer-in-charge may direct at the place of manufacture or fabrication or on the Site or at such other places as may be directed by the Site Engineer. The Contractor shall execute the whole and every part of the work in the most substantial and workman-like manner, both as regards to materials and workmanship and in every respect in strict accordance with the specifications etc. The Contractor shall also conform exactly and faithfully to the designs, drawings and instructions in writing of Engineer-in-charge.

54.0 Storage of Materials: All materials and equipment brought on to the Site shall be stored by the Contractor only at places approved by the Site Engineer. Storage and safe custody of materials and equipment shall be the responsibility of the Contractor.

55.0 Approval of Materials:

55.1 The Contractor shall supply samples of all materials including those specified by brand names for approval of the Site Engineer. The Site Engineer 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.

55.2 The Engineer-in-charge and the Site Engineer 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 specifications 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 Site Engineer, at the expense of the Contractor.

56.0 Quality Control: The Contractor shall submit to the Site Engineer a comprehensive quality approval plan for all materials, equipment 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 Site Engineer accepts such tests certificates as sufficient proof that the material or equipment conforms to the Contract Specifications, he shall accord his approval for the dispatch of material or equipment

57.0 Standard of Workmanship: To determine the acceptable standard of workmanship, the Engineer-in-charge may require the Contractor to execute certain proportions of works and services such as walls, flooring, joinery, finishes, installations 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.

58.0 Inspection of Works:

58.1 The Engineer-in-charge or any person authorized by them shall at 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.

58.2 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 Engineer-in-charge when each stage is ready.

58.3 Examination of Works:

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

59.0 Removal of Improper Work & Materials:

59.1 The Engineer-in-charge shall have full powers to order in writing:

- a. The removal from the Site, within such time as may be specified in the order, of any materials which, in the opinion of the Engineer-in-charge are not in accordance with the Contract,
- b. The substitution of proper and suitable materials, and
- c. 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 Engineer-in-charge in accordance with the Contract.

59.2 In case the Contractor defaults in carrying out such order, the Owner/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 Owner/Client, or may be deducted by the Owner/Client from any monies due or which may become due to the Contractor.

CONSTRUCTIONAL PLANT, MACHINERY & TEMPORARY WORKS

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

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

- 61.1 All Constructional Plant, Temporary Works and materials when brought on to the Site shall be deemed to be exclusively intended for the execution of the Works and shall become and remain the property of the Owner/Client. The Contractor shall not remove the same or any part thereof, without the consent, in writing, of the Engineer-in-charge, which shall not be unreasonably withheld.
- 61.2 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.
- 61.3 The Owner/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.

62.0 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 Engineer-in-charge, be urgently necessary for the safety of the Works and the Contractor is unable or unwilling to do such work or repair, the Owner/Owner/Client may employ and pay other persons to carry out such work or repair as the Engineer-in-charge may consider necessary. If the work or repair is so done by the Owner/Owner/Client, is work which, in the opinion of the Engineer-in-charge, the Contractor is liable to do at his own expense under the Contract, all expenses properly incurred by the Owner/Owner/Client in so doing shall be recoverable from the Contractor by the Owner/Owner/Client, or may be deducted from any monies due or which may become due to the Contractor. The Engineer-in-charge shall, as soon after the occurrence of any such emergency as may be reasonably practicable, notify the Contractor thereof in writing.

63.0 Working at all heights: 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, except where specific provision has been made to measure work separately at different heights. Method of measurements given in the CPWD Specifications and in the Indian Standard Method of Measurement with latest amendments shall be deemed to be modified accordingly.

DEVIATIONS/ VARIATIONS

64.0 Extras and Variations

- 64.1 The Owner/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 with the consent of the Engineer-in-charge for any variation may desire and the Contractor shall carry out the Works as directed.
- 64.2 Variations shall not in any way vitiate or invalidate the Contract.
- 64.3 No variations shall be made by the Contractor without an order in writing of the Engineer-in-charge, 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.
- 64.4 No verbal orders by the Engineer-in-charge shall constitute an authority for the Contractor to undertake any variations from the Contract, specifications. 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.

- 64.5 All altered, additional or substituted items of work shall be priced as under-
- a. An item of work included in the bills of quantities at the applicable rate in the respective bill of quantities.
 - b. An item of work similar in character to the item included in the Schedule of Quantities at the pro-rata rate derived from the rate for a similar class of work in the bill of quantities.
 - c. If the rate for an item of work cannot be determined in the manner at (a) and (b) above, the rate shall be decided by the Engineer-in-charge as an NS item on the recommend of Engineer-in-Charge on the basis of the cost to the Contractor at Site i.e. cost of materials including taxes, duties, Octroi, packing and forwarding charges, handling and insurance and cost of labour, both on actual: plus 15% (Fifteen Percent) to cover Contractor's profit and overheads, except on the cost of any material or service supplied/provided by the Owner/Client.
 - d. It shall be the responsibility of the Contractor to inform the Engineer-in-charge the rate which he proposes to claim for such item of work, supported by analysis of the rate claimed. The Engineer-in-charge shall, within two weeks thereafter, after verification of the market rates and giving due consideration to the rate claimed by the Contractor recommend 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 Site Engineer may ask, the Site Engineer shall recommend only a provisional rate for the purpose of interim payments till approved by Competent Authority. The Contractor shall have no right to suspend the work on the plea of non-settlement of the rates.
- 64.6 In the event of the Contractor's disagreement as to the reasonableness of the rates fixed by the Site Engineer the decision of the Engineer-in-charge shall be final.
- 65.0 Deviation Limit:** As a result of variations ordered, the quantities of any individual items of work done, omitted, altered and substituted could vary to any extent, without any price adjustment. However, overall contract sum shall not be varied by more than plus or minus 25% (twenty five percent). In case the total amount of variations ordered exceeds 25% (Twenty Five Percent) of the Contract sum, the work ordered in excess of the maximum deviation limit shall be priced at mutually agreed rates having regard to the prevailing market rates and other relevant factors.
- 66.0 Claims**
- 66.1 The Contractor shall send to the Employer every month, an account giving full particulars, as full and detailed as possible of all claims for 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.
- 66.2 No claim for payment for any extra work or expense will be considered which has not been included in such particulars. The Owner/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 Employer in writing that he intends to make a claim for such work and expense and it is certified by the Employer's Representative that such payment was due.

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

CERTIFICATES AND PAYMENTS

- 67.0 Quantities:** The quantities set out in the Schedule of Quantities are to be estimated quantities of the work; 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.
- 68.0 Valuation:** The Site Engineer shall except where otherwise stated, ascertain and determine the value of work done by measurement in accordance with the Contract.
- 69.0 Works to be measured:**
- 69.1 The measurement of work done by the Contractor shall be recorded in the measurement books by the Site Engineer, 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.
- 69.2 The Engineer-in-charge shall, when 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 Engineer-in-charge or his representative in making such measurements, and shall furnish all particulars required by him.
- 69.3 Measurements shall be signed and dated by both parties on the completion of each set of measurements. If the Contractor objects to any of the measurements recorded by the Engineer-in-charge the Contractor or their authorized representative shall record a note to this effect in the Measurement Book against items objected to and such a note shall be signed and dated by both the Contractor and the Site Engineer or their Representatives.
- 69.4 If the Contractor fails to attend or neglects or omits to send his authorized representative, then the measurements made by the Engineer-in-charge 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 within 14 days of such examination, notifies Engineer-in-charge in writing in which respect the measurements recorded are claimed by him to be incorrect.
- 70.0 Method of Measurement:** The Works shall be measured net, notwithstanding any general or local custom, as per the method of measurement set out in the latest CPWD Specifications Volume I & II and items not covered by the CPWD Specifications, shall be measured as per IS:1200 - Method of Measurement of Building Works (respective part).
- 71.0 Interim Bills:**
- 71.1 The Contractor shall, at monthly intervals, on the dates agreed between the Site Engineer 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.
- 71.2 The Engineer-in-charge / Owner/Client shall approve the quality of materials, equipment and workmanship and adherence to the details as per drawings, specifications and the Engineer-in-charge instructions and render certificates accordingly before the Engineer-in-charge certifies the interim bill for payment to the Contractor.

- 71.3 The Engineer-in-charge shall check interim bills and the Contractor shall provide necessary information and details which the Engineer-in-charge may request for proper verification of the same. In the event of any discrepancy the Engineer-in-charge shall adjust the value shown in the interim bills.
- 71.4 Payment for item 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 may be fixed by the Engineer-in-charge till the rates are finally fixed.
- 71.5 The contractor shall be paid for unfixed imperishable materials, that have been brought to site and stored for incorporation in the work, to the extent of a fixed % (specified elsewhere in the tender) of the cost of such materials as certified by the Site Engineer and recommended by the Engineer-in-charge, provided claims for such payments are supported by all relevant vouchers, measurement books, receipts and other documents as called for by the Engineer-in-charge. Only such materials as are brought to site in reasonable time for incorporation in the work shall be recommended for payment under this sub-clause. The amount thus paid shall be treated as secured advance and adjustable against progress payment covered under the clause above. Such materials when paid for, become the exclusive property of the Owner/Client and shall not be hypothecated to any party or removed from the site regardless of whether accepted or not. The quantities of materials to be brought to site shall be properly worked out from approved construction drawings in consultation with the Owner/Client/Engineer-in-charge. The said materials shall remain in the custody of the Contractor until the work is completed and delivered to the Owner/Client, and any loss or damage shall be the sole responsibility of the Contractor.
- 71.6 All interim payments shall be treated as payments by way of advances against final payment and not as payments for the work done or be considered as an admission of the due performance of the Contract.
- 71.7 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 Owner/Client or the Engineer-in-charge of any such supplies or works nor shall it in any way affect the rights of the Owner/Client under the Contract.
- 71.8 The Engineer-in-charge 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, Owner/Client/Engineer-in-charge 's satisfaction.
- 72.0 Final Bill:** Not later than 60 days after the Engineer-in-charge issues Completion Certificate, the Contractor shall submit to the Owner/Client / Engineer-in-charge 4 (four) copies of final bill with supporting documents showing in detail the value of work done in accordance with the Contract, the payments received by him and other recoveries/ deductions to be effected from the Contractor. Within two weeks of the receipt of final bill and all information reasonably required for verification of the final bill, the Engineer-in-charge shall approve and render a certificate to the Owner/Client that he has satisfied himself that the work executed is as per Contract specifications and to his satisfaction.
- 73.0 Withholding of Payments:** The Engineer-in-charge may withhold or on account of subsequently discovered evidence, nullify the whole or a part of any certificate to such extent as may be necessary to protect the Owner/Client from loss on account of:
- a. Defective work not remedied

- b. Failure of the Contractor to make payments properly to subcontractors for materials, labour, equipment, etc.
- c. Damage to works of another contractor or sub-contractor
- d. A reasonable doubt that the Contract can be completed for the balance unpaid amount
- e. A reasonable doubt that the Contractor intends to leave work items incomplete.

74.0 Materials & Workmanship:

- 74.1 All materials and equipment to be incorporated in the works shall be new materials and equipment and workmanship are to be of the best quality of the specified type and to the entire satisfaction of the Engineer-in-charge. The Contractor shall immediately remove from the premises any materials, equipment and/ or workmanship which in the opinion of the Engineer-in-charge, are defective or unsuitable and shall substitute proper materials, equipment and/ or workmanship at his own cost. The term 'approval' used in connection with this Contract shall mean the approval of the Engineer-in-charge. The Contractor shall, if required, submit satisfactory evidence as to the kind and quality of materials and equipment.
- 74.2 Where special makes or brands are called for, they are mentioned as a standard. Others of equivalent quality may be used, provided that the Engineer-in-charge considers the substituted materials as equivalent to the brand specified and approval is first obtained in writing from the Engineer-in-charge. Unless the substitutions are approved by the Engineer-in-charge, no deviation from the specifications will be permitted. The Contractor shall indicate and submit written evidence of those materials or equipment called for in the specifications that are not obtainable for installation in the building within the time limit of the Contract. Failure to indicate the above within 3 months after signing of the Contract will be deemed sufficient cause for denial of request for the extension of the Contract time because of the same.
- 74.3 All materials and equipment shall be delivered so as to ensure a speedy and uninterrupted progress of the work. The same shall be stored so as to prevent overloading of any portion of the structure and the Contractor shall be entirely responsible for damage or loss to the materials, by weather or other causes.
- 74.4 Within one week after signing the Contract, the Contractor shall submit for approval of the Engineer-in-charge, a complete list of all materials and equipment he and his sub-contractors propose to use in the work, or definite brand or make, which differ in any respect from those specified; also the particular brand of any article where more than one is specified as a standard. He shall also list items not specifically mentioned in the specifications but which are reasonably inferred and are necessary for the completion of the work.
- 74.5 The Contractor shall employ the right kind of workmen, jigs, tools and equipment to fabricate all materials and equipment, whether locally purchased or imported and whether provided by the Owner/Client himself. They shall be fabricated and installed without any damage and in accordance with the manufacturer's instructions and manuals. Unless specifically shown otherwise, all items such as doors/window frames suspended and other ceilings, equipment etc. shall be securely fixed to their supports through expansion machine bolts or other approved means. Securing any item through wooden plugs shall not be permitted.
- 74.6 All materials, equipment and workmanship shall be subject to inspection, examination and test by the Engineer-in-charge at any and all items during manufacture and/ or construction. The Engineer-in-charge shall have the right to

reject defective material, equipment and workmanship or require its correction. Rejected workmanship shall be satisfactorily corrected and rejected materials and equipment shall be satisfactorily replaced with proper material and equipment without charge therefore, and the Contractor shall promptly segregate and remove the rejected materials and equipment from the premises. No schedule extension shall be given for such rejection / replacement of defective material, equipment and workmanship that requires correction. If the Contractor fails to proceed at once with the replacement of rejected materials and/or the correction of defective workmanship, the Owner/Client may contract or otherwise, replace such materials and equipment and/or correct such workmanship and charge the cost thereof to the Contractor or may terminate the right of the Contractor to proceed further with the work. The Contractor shall furnish promptly, without additional charge all reasonable facilities, labour, materials and equipment necessary for the safe and convenient inspection and test that may be required by the Engineer-in-charge.

- 74.7 All tests on material, equipment and workmanship shall be carried out through an organization selected by the Engineer-in-charge. The Contractor shall arrange for such tests and also bear all expenses in connection therewith.
- 75.0 Deductions for Uncorrected Work:** If the Engineer-in-charge deems it inexpedient to correct, work damaged or not done in accordance with the contract, an equitable deduction from the Contract Price shall be made therefore and the Owner/Client/Engineer-in-charge's decision in this respect shall be final.
- 76.0 Correction of Work before Completion of Work:** The Engineer-in-charge shall conduct a final inspection just before the completion of the work and prepare a list of materials, equipment, and items of work, which fail to conform to the Contract's Specifications. The Contractor shall promptly replace and re-execute such items in accordance with the Contract and shall bear all expenses of making good all work and cost of all work of other contractors destroyed or damaged by such replacement or removal. If the Contractor fails to remove and replace above rejected materials, equipment and/ or workmanship within a reasonable time, fixed by written notice, the Owner/Client may employ and pay other persons to amend and make good such defects at the expense of the Contractor. All expenses incurred by the Owner/Client in rectifying the defects including all damages, loss and expense consequent to the defects shall be recoverable from any amount due or that may become due to the Contractor.
- 77.0 Completion**
- 77.1 The work shall be considered as completed only upon fulfillment of procedure laid down in clause above and when the Engineer-in-charge has certified in writing that the work has been completed. The defect liability period shall commence from the date of such certificate.
- 77.2 Should the Engineer-in-charge decide to occupy any portion of the building or use any part of any equipment, before the Contract is completed, same shall not constitute an acceptance of any part of the work unless so stated in writing by the Engineer-in-charge.

GUARANTEES, MAINTENANCE & DEFECTS

- 78.0 Maintenance:** The Contractor shall maintain the Works for a period of one year reckoned from the certified date of completion of the Works, termed as Defect Liability Period or Guarantee; and in the event of more than one certificate of completion, from the respective dates so certified by the Site Engineer.

79.0 Defects

- 79.1 The Contractor shall make good, at his own cost, and to the satisfaction of the Engineer-in-charge, all defects, shrinkage, settlement or other faults, arising in the opinion of the Engineer-in-charge from work or materials not being in accordance with the Drawings or Specifications or Schedule of Quantities or the instructions of the Engineer-in-charge, which may appear within one year after completion of work, excepting specialist items such as waterproofing, anti-termite treatment etc. which shall call for longer guarantee periods.
- 79.2 Such defects, shrinkage, settlement and other faults shall, upon directions in writing of the Engineer-in-charge and within such reasonable time as shall be specified therein, be amended and made good by the Contractor at his own cost, and in case of default the Owner/Client may employ and pay other persons to amend and make good such defects, shrinkage, settlements or other faults and all costs, damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such cost, damage, loss or expense shall be recoverable from him by the Owner/Client or may be deducted by the Owner/Client upon the Engineer-in-charge's Certificate in writing from any amount due to the Contractor, or the Contractor deduct from any moneys due to the Contractor, a sum to be determined by the Engineer-in-charge equivalent to the cost of amending such work and in the event of the retention amount being insufficient to recover the balance from the Contractor, together with any expenses the Owner/Client may have incurred in connection therewith.
- 79.3 The Contractor may not maintain staff and labour at site throughout the defects liability period. However, if any major defects are noted requiring his urgent attention, he shall attend to the same immediately. Other defects, if any, may be attended to just before the expiry of the defects liability period.

80.0 Rectification of Defects/ Repairs

- 80.1 Should the Engineer-in-charge 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 a quality inferior to the constructed for or not other wise in accordance with the Contract, in respect where of the decision of the Employer's Representative shall be final, the Contractor shall, on demand in writing from the Engineer-in-charge , specifying the fault, notwithstanding that the same may have been inadvertently passed, certified and paid for, rectify forth 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 Engineer-in-charge in his demand/direction, the Employer may carry out the work by other means at the risk and expense, in all respects, of the Contractor.
- 80.2 If it becomes necessary for the Contractor to replace or renew any defective portions of the plant or installation under this clause, the provisions of this clause shall apply to the portions of the plant/installation so replaced or renewed until the expiration of 12 months from the date of such replacements or renewals.

81.0 Guarantee:

- 81.1 Besides guarantees required elsewhere, the Contractor shall guarantee the work in general for one year as noted in the General Conditions.
- 81.2 All required guarantees shall be submitted to the Owner/Client/Engineer-in-charge by the Contractor when requesting Certification of accounts for payment by the Owner/Client.
- 81.3 All required guarantees shall be submitted to the Owner/Client/Engineer-in-charge in the forms given as a pre-requisite to acceptance and payment.

82.0 Setting Out:

- 82.1 The Contractor shall establish, maintain and assume responsibility for the grades, lines, levels and bench marks. He shall report any errors or inconsistencies regarding grades, lines, levels and dimensions to the Engineer-in-charge before commencing work. Commencement of work will be regarded as the Contractor's acceptance of such grades, lines, levels and dimensions and no claim will be entertained at a later date for any errors found. If at any time, any error in such respect shall appear during the progress of the work, the Contractor shall, at his own expense rectify such error if so required to the satisfaction of the Engineer-in-charge.
- 82.2 Such surveys shall be carried out by a qualified Surveyor or all bench marks to be erected by the Contractor in connection with the work shall be co-related to the permanent bench marks established at the site.

83.0 Drawings, Specifications etc:

- 83.1 After the Contract is signed, the Contractor will be furnished with two copies of the drawings and two copies each of the Conditions of Contract, Specifications and Schedule of Quantities without cost to him for his use until the completion of the Contract. Additional copies of drawings and other documents will be supplied on payment to the Engineer-in-charge at actual cost.
- 83.2 In general, the drawings shall indicate dimensions, positions and type of construction; the specifications shall indicate the qualities and the methods; and the Schedule of Quantities shall indicate the quantity and rate for each item of work. However, the above documents being complementary, what is called for by any one shall be as binding as if called for by all. In case of any discrepancies in or among the documents, the most stringent of all shall apply.
- 83.3 Any work indicated on the drawings and not mentioned in the Schedule of Quantities or Specifications or vice versa, shall be deemed as though fully set forth in each. Work not specifically detailed, called for, marked or specified, shall be the same as similar parts that are detailed, marked or specified.
- 83.4 No deviations from the Drawings, Specifications and Schedule of Quantities shall be made. The Owner/Client/Engineer-in-charge's interpretation of these documents shall be final and without appeal.
- 83.5 Errors or inconsistencies discovered in the Plans and Specifications shall be promptly called to the attention of the Engineer-in-charge through the Site Engineer for interpretation or correction. Local conditions which may affect the work shall likewise be brought to the Owner/Client/Engineer-in-charge's attention at once. If, at any time, it is discovered that work being done which is not in accordance with the approved plans and Specifications, the Contractor shall correct the work immediately. Correction of defective work shall not be a basis for any claims for extension of time. The Contractor shall not carry on the work except with the knowledge of the Site Engineer.
- 83.6 Figured dimensions on the scale drawings and large-scale details shall govern. Large-scale details take precedence over scale drawings. Any work done before receipt of such details if not in accordance with the same, shall be removed and replaced or adjusted as directed, without expense to the Owner/Client.
- 83.7 All Drawings, Specifications and Schedule of Quantities and copies thereof furnished by the Owner/Client/Engineer-in-charge are his property. They shall not be used on any other work and shall be returned to him at his request or at the completion of the Contract.

84.0 Samples & Shop Drawings: After the award of the Contract, the Contractor shall furnish for the approval of the Engineer-in-charge, samples and shop drawings. Samples shall be delivered as directed by the Owner/Client/Engineer-in-charge. No extra payment is due to the Contractor for preparation of any samples. A schedule giving dates for the submission of samples shall be included in the time schedule. Unless specifically authorized, all samples must be submitted for approval at least ten days prior to commencement of work at site.

85.0 Guarantee Certificate

85.1 The Contract shall not be considered as completed until 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 Engineer-in-charge within one month of the expiry of the Guarantee period, and 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 Engineer-in-charge .

85.2 Provided that in the case of fraud, concealment or fraudulent concealment relating to the works or materials or to any matter dealt within any certificate, the Guarantee certificate shall not be conclusive evidence as to its sufficiency.

86.0 Safety Procedures

86.1 The Contractor shall incorporate in his operation the requirements of all the "Safety Codes" issued by the Bureau of Indian Standards, National Building Code 1983 and regulations of local Authorities. Where the requirements of BIS Codes, 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 Owner/Client/Engineer-in-charge shall have the powers to do so and recover the cost thereof from the Contractor.

86.2 The Contractor shall provide safe means of access to all working places.

86.3 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 conditions.

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

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

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

86.7 All consequences, damages or losses arising by reasons of any violation of the safety requirement shall be met by the Contractor. The Contractor shall be bound to pay compensation to the persons for the injuries sustained or death owing to neglect of the safety precautions, should any claim proceedings be filed against the Owner/Client/Employer. The Contractor hereby agrees to indemnify the Owner/Client and Employer against the same.

FORE-CLOSURE AND TERMINATION OF CONTRACT

87.0 Foreclosure of Contract

- 87.1 **Use of completed portions:** The Owner shall have the right to take possession of and use any completed or partially completed portion of the work, notwithstanding that the time for completing the entire work 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.
- 87.2. The Owner shall be entitled to take possession of the site and Works and to remove the Contractor giving the Contractor seven days notice under any of the following circumstances:
- a. If in the opinion of the ASF, the Contractor has failed to proceed with the work with due diligence and failed to make such progress as would enable the works to be completed within the stipulated time.
 - b. The Contractor has suspended the work in contravention of the conditions of the Contract and failed to resume the work within seven days of the receipt of such notice from the Engineer-in-Charge.
 - c. The Contractor has abandoned the Work.
 - d. The Contractor has neglected or failed persistently to implement instructions of the Engineer-in-Charge after due written warnings.
 - e. The Contractor has sub-let or assigned the work or any part thereof without the written consent of the Engineer-in-Charge.
 - f. The Contractor has become or is adjudged to be insolvent.
- 87.3. Upon receipt of the take-over notice the Contractor shall not remove from site any equipment, plant, tools, scaffolding, materials or installations of any kind, and the same shall be used by the Owner as his own property in completing the Works directly or through any other agency or Contractor. The Contractor shall not in any manner prevent such take-over of the site and thereon by the Owner nor shall he hinder or interrupt the work taken over in any manner.
- 87.4. After take-over of the site and works, the Owner shall be entitled to withhold further payments to the Contractor until accounts are settled as provided herein after completion of the works and expiry of the defects liability period.
- 87.5. Upon completion of the works through an agency other than the Contractor, the Engineer-in-Charge shall be written notice require the Contractor to remove from site any remaining materials as also plant, equipment, etc. belonging to the Contractor. Should the Contractor fail to remove his materials and equipment within fourteen days, the Owner shall be at liberty to auction or sell such materials and equipment and credit the proceeds of such sale to the account of the Contractor.
- 87.6. In the above circumstances the Contractor shall neither claim compensation for the use of his property by the Owner or other agency completing the Works, nor shall be claim any losses on account of damage to, or wear and tear of his property.
- 87.7. Taking possession of the site and removal of the Contractor shall not be construed as cancellation of the Contract by the Owner and this event shall in no way absolve the Contractor of his remaining contractual obligations and responsibilities.
- 87.8. Should it become necessary for the Owner to take over the works under the above circumstance's the Contractor shall be liable to make good all construction costs exceeding the agreed rates in the Contract and also incidental expenditure or every nature incurred in completing the works and duly certified by the Engineer-in-Charge.

- 87.9. The total sum payable by the Contractor to the Owner by way of costs incurred in completing the works, damages and compensation shall be deducted from amounts payable to the Contractor. If the amount payable to the Contractor is not sufficient to cover the sum due to the Owner, then the Contractor undertakes to pay the difference to the Owner.
- 87.10 Upon determination or rescission of the contract for cause, the full security deposit recoverable under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Owner. If any portion of the security deposit has not been paid or received, it would be called for and forfeited.
- 87.11. In the event of anyone or more of the above reasons for determining the contract, the Contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Owner has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

Provided further that if any of the recoveries to be made, while taking action for cause are in excess of the security deposit forfeited, these shall be limited to the amount by which the excess cost incurred by the Owner exceeds the security deposit so forfeited.

88.0 Cancellation of Contract on Default of Contractor

88.1 If the Contractor shall become bankrupt, or being a corporation, shall go into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction), or if the Contractor shall assign the Contract without the consent in writing of the Employer first obtained, or shall have an execution levied on his goods or if the Engineer-in-charge shall certify in writing to the Employer that in his opinion the Contractor

- a. has abandoned the Contract, or
- b. without reasonable excuse has suspended the progress of the Works for 2 weeks after receiving from the Engineer-in-charge written notice to proceed, or
- c. despite previous warnings by the Engineer-in-charge, in writing, is not executing the Works in accordance with the Contract, or is persistently or flagrantly neglecting to carry out his obligation under the Contract, or
- d. has in defiance of the Owner/Client's instructions to the contrary, sublet any part of the Contract,

then the Owner/Client may, after giving fourteen days notice in writing to the Contractor, determine 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 Owner/Client by the Contract and may either himself complete the Works or may employ any other Contractor, to complete the Works. the Owner/Client may use for such completion so much of the said Constructional Plant Temporary Works and materials, which may have been deemed to be reserved exclusively for the execution of the Works under the provisions of the Contract, as the Employer may think proper; and the Employer may at any time sell any of the Construction 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 Owner/Client from the Contractor under the Contract.

- 88.2 The Engineer-in-charge shall, as soon as may be practicable after any such determination by the Owner/Client, fix and determine ex-part by or after reference to the Contractor and shall certify what amount, if any, had at the time of such determination 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.
- 88.3 If Owner/Client determines 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 Owner/Client have been ascertained and the amount thereof certified by the Engineer-in-charge. The Contractor shall then be entitled to receive only such sum or sums, if any, as the Engineer-in-charge may certify would have been payable to him upon due completion by him after deducting the said amounts. The Contractor shall be paid accordingly.
- 89.0 Change in Constitution:** If, there is a change in the constitution of the Contractor firm, after or prior to the award of the Contract and if prior approval is not obtained, the Contractor shall have been deemed to have been assigned and the Owner/Client reserves the right to determine the Contract and the same consequence shall follow as if the Contract was determined on the Contractor's default.
- 90.0 Taxes and Duties**
- 90.1 The Contract Sum/Rates shall be deemed to inclusive of all statutory taxes levied by Central Govt./State Govt. & Local Authority. The Owner/Client shall not entertain any claim whatsoever on this account. Owner shall make necessary tax deductions from Contractor's invoices as may be required by Law / Regulations / Statutory Authorities.
- 90.2 **Sales Tax/VAT on Works Contract:**
If Sales Tax/VAT on Works Contract is levied by the Government in the State of Punjab then any Sales Tax/VAT in this regard will be deducted by the Owner/Client, from the contractor's bills.
- 91.0 Details of Construction Not Specifically Mentioned & Minor Changes:** Rates quoted shall be deemed to allow for all constructional details which may not have been specifically described in the Bill of Quantities, shown on the drawings or given in the specifications and minor extras that are essential for the execution of the work and services in a workman like manner, details of constructions not specifically shown in drawings/specified shall be furnished to the Contractor or by the contractor during the execution of the work. In case of any difference of opinion between the Contractor and the Owner/Client/Engineer-in-charge shall determine as to whether or not the item involved constituted a constructional detail or minor extra and his decision shall be final and binding.
- 92.0 Use of Completed Portions:** The Owner/Client shall have the right to take possession of and use any completed or partially completed portion of the Work, notwithstanding that the time for completing the entire work 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.
- 93.0 Force Majeure:** If, at any time, during the continuance of this contract, the performance in whole or in the part by either party of any obligation under this contract, shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions or other acts of God, strikes and lockouts (hereinafter

referred to as 'eventualities') then provided notice of happening of any such eventuality is given by the either party to the other within fifteen (15) days from the date of occurrence thereof, neither party shall be reason of such eventuality be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such nonperformance or delay in performance and work under this contract shall be resumed as soon as practicable after such eventuality has come to an end or ceased to exist, and the decision of the Owner/Client as to whether the work has been so resumed shall be final and conclusive. The time of completion shall then be extended by a period equal to the period during which the eventuality was prevailing.

94.0 Personal Liability

Neither the Owner/Client nor the Engineer-in-charge nor their Representatives shall be personally bound or liable for the acts or obligations or default or omission in the observance of any of the acts, matters or things which are herein contained.

95.0 Non Waiver of Defaults: Failure of the Owner/Client/Engineer-in-charge to insist upon strict performance of any terms and conditions of the Contract or condonation by them of any breach by the Contractor or any Sub-Contractor of any stipulations and conditions of the Contract shall in no way prejudice or affect or be construed as a waiver of any rights and remedies that the Owner/Client may have and will not be deemed a waiver of any subsequent default under the terms and conditions of the Contract.

96.0 Trial Operations, Handing Over, Completion Certificate

96.1 On completion of the installation and before its start up, each item of the equipment shall be inspected by the Contractor and Engineer-in-charge jointly for the correctness and completeness of the installation. Thereafter Contractor's commissioning/start-up Site Engineer shall carry out all pre-commissioning tests as specified in the relevant Indian Standards. Results of pre-commissioning tests shall be signed jointly by the Contractor's Representative and the Engineer-in-Charge.

96.2 On conclusion of satisfactory pre-commissioning tests the installation shall be put on trial operation during which period all necessary adjustments shall be made while operating over the full load-range. The trial 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 logbook, which shall be signed daily by the Representatives of the Engineer-in-charge and the Contractor.

96.3 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.

96.4 The readiness of the installation shall then 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 Engineer-in-charge.

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

97.0 Performance Tests

- 97.1 Performance tests shall be then conducted at Site, by Engineer-in-charge to determine compliance of every equipment with the specified performance. The Contractor's commissioning and start-up Site Engineers shall make the unit ready for such tests and assist the Engineer-in-charge in conducting the tests.
- 97.2 The guaranteed performance rating of each equipment shall be proved by the Contractor during the performance tests. Should the results of these tests show any decrease/increase from the guaranteed values, the Contractor shall modify the equipments as required to meet the guarantees? In such cases, performance test shall be repeated within fifteen days from the date the equipment is ready for re-test and all cost of modifications including labour, materials and the cost of re-testing to prove that the equipment meets the guarantees, shall be borne by the Contractor.

98.0 Final Acceptance/ Completion Certificate

- 98.1 Only after the demonstration of the integrated operation, trial run and approval by the Local Authority, satisfactory performance tests and necessary documentation and information furnished as per the Contract, shall the Engineer-in-charge issue the completion certificate to the Contractor.
- 98.2 Minor defects, which do not affect the safe operation of the equipment at the rated capacity, if accepted by the Engineer-in-charge, shall not be considered as reason for the installation being not ready for handing over. These defects will be notified to the Contractor and will be rectified by the Contractor in a mutually agreed schedule.
- 98.3 All equipment, tools and tackles and any special instruments required, for conducting pre-commissioning and performance tests shall be provided by the Contractor at his cost.

99.0 Uses Before Completion Certificate

- 99.1 If by reason of any default on the part of the Contractor, a completion certificate has not been issued in respect of every portion of the Works as mentioned in Clause 71.8 within one month after the time for completion or extended time as the case may be, the Owner/Client shall be at liberty to use the Works or any portion thereof in respect, of which a completion certificate has not been issued, provided that works or the portion so used as aforesaid shall be reasonably capable of being used and that the Contractor shall be afforded the earliest opportunity of taking such steps as may be necessary to permit the issue of the certificate of completion.
- 99.2 The Owner/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 in such case the Contractor shall completely finish the said incomplete parts or a part of the works as and when the Engineer-in-charge 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 Engineer-in-charge while the Owner/Client is in possession of the said part or parts of the Site or Works.

100.0 Price Escalation: No escalation in rates shall be allowed.

101.0 Price Adjustments: The rates quoted by the Contractor and accepted by the Owner/Client shall hold good till the completion of the work and no additional claim will be admissible on account of statutory increase in prices, fluctuation of market rates, increase in duties, taxes/and any other levies/ fees etc.

102.0 Performance & Guarantee Test

- 102.1 The final test, as the performance and guarantee test, shall be conducted at Site, by the Owner/Client. The Contractor's commissioning and start-up Site Engineers shall make the unit ready for such test and assist the Owner/Client in conducting such tests. Such test will be commenced within a period mutually agreed upon after the successful completion of trial operations.
- 102.2 These tests shall be binding on both the parties of the Contract to determine compliance of equipment with the performance guarantee.
- 102.3 All the special instruments which will require proper calibration before conducting such performance and guarantee tests shall be provided by the Contractor and the same shall be taken back after completion of these tests, with prior written approval of the Engineer-in-charge.
- 102.4 Any special equipment, tools and tackles including special instruments required for the successful performance and guarantee tests shall be provided by the Contractor, free of cost.
- 102.5 The guarantee performance figures of the equipment shall be proved by the Contractor during these performances and guarantee test. Should the results of these tests show any decrease for the guaranteed value the Contractor shall modify the equipments as required to enable it to meet the guarantees? In such cases, performance and guarantee test shall be repeated within one month, from the date the equipment is ready for re-test and all costs for modifications including labour, materials and the cost of additional testing to prove that the equipment meets the guarantee, shall be borne by the Contractor.

103.0 Approval from Authorities: The Contractor shall assist the Owner/Client in obtaining the approvals/ certificates from the various Local Authorities i.e. the Electrical Inspector, Lift Inspector, Fire Department etc. before the works can be put in commercial use by the Owner/Client

104.0 Jurisdiction: All matters arising out of or in any way connected with this Agreement shall be deemed to have arisen in Chandigarh and only the Courts in Chandigarh shall have Jurisdiction to determine the same.

105.0 Arbitrator/Dispute

- 105.1 Differences between Owner and Contractor as to the interpretation or application of the terms of this contract shall in the first instance and under all circumstances be referred to the Engineer-in-Charge who will endeavour to resolve the issues.
- 105.2. During the pendency of the resolution of any differences, whether in the first instance or at any subsequent stage, the Contractor shall not interrupt, stop, delay or suspend the work.
- 105.3. All disputes and differences except as to matters otherwise designated in the contract as final as per ASF's decisions would be resolved by Arbitration, of sole Arbitrator to be appointed by the CEO with the consent of the contractor. The proceedings shall be governed by the Arbitration and Conciliation Act, 1996. Venue shall be Chandigarh. If such Arbitration is not invoked within 60 days, from the day of completion, abandonment or termination of contract, there shall be no arbitration.

106.0 Protection and Cleaning:

106.1 Protection of Site

The Contractor shall protect and preserve the Works from all damage or accident by providing temporary roofs, windows and door coverings, boxing or other

construction as required by the Engineer-in-charge. This protection shall be provided for all property adjacent to the site as well as on the site at his own cost.

106.2 Cleaning of Site

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 of rubbish, gutters, drains cleared, doors and sashes eased, locks and fastenings oiled, keys clearly labeled and handed over to the Site Manager so that the whole is left fit for immediate occupation or use and to the satisfaction of the Engineer-in-charge.

107.0 Covering Up: The Contractor must give at least three working days clear notice to the Engineer-in-charge and the Site Engineer before covering up any of the work in foundation and drains in order that proper measurement may be taken of the work as executed and in the event of the Contractor failing to provide such notice, he is, at his own expense, to uncover as required to allow the measurements to be taken and afterwards to reinstate the work satisfactorily.

108.0 Methods of Measurement: For measuring all work, the standard method of measurement in accordance with the standards laid down by the Bureau of Indian Standards shall be adopted unless otherwise specified. In the Event of any dispute with regard to the mode of measurement of the work executed, the decision of the Engineer-in-charge shall be final and binding.

109.0 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 receive 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 openings 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 Engineer-in-charge for the proper installation of the finishing elements. The Engineer-in-charge's decision in this respect shall be final and binding on the parties concerned.

110.0 Settlement of Disputes: All disputes and differences of any kind whatever arising out of or in connection with the Contract or the carrying out of the works (whether during the progresses of the works or after their completion, and whether before or after the determination, abandonment or breach of the Contract) shall be referred to and settled by the Engineer-in-charge after hearing the disputing parties. The Engineer-in-charge shall state his decisions with reasons therefore. Such decisions may be in the form of a final Certificate or otherwise. The decision of the Engineer-in-charge with respect to any or all of the following matters shall be final and without appeal.

- a. The variation or modifications of the design.
- b. The quality or quantity of works or the addition or omission or substitution of any work.
- c. Any discrepancy in the Drawings and/or Specifications and Schedule of Quantities.
- d. The removal and/or re-execution of any works executed by the Contractor.
- e. The dismissal from the Works of any persons deployed thereupon.

- f. The opening up for inspection of any works covered up.
- g. The amending and making good of any defects under defects liability period.
- h. Acceptability of materials, equipment and workmanship.
- i. Materials, labour, tools, equipment and workmanship necessary for the proper execution of work.
- j. Assignment and sub-letting
- k. Delay and extension of work
- l. Termination of Contract by the Owner/Client.

111.0 Indemnity: The Contractor shall indemnify the Owner/Client against all actions, suits, claims and demands brought or made against the Owner/Client in respect of any matter or thing done or omitted to be done by the Contractor in the execution of or in connection with the work of this Contract and against any loss or damage to the Owner/Client in consequences of any action of suit being brought against the Contractor for anything done or omitted to be done in the execution of the work in this contract.

BOQ for White Washing & Painting of Virasat-e-Khalsa, Shri Anandpur Sahib.

Sr. No	Description of items	Unit	Qty	Rate to be quoted by contractor	
				In Figure	In words
1	Providing White Washing (two coats) Complete as per PWD specifications as per of CSR item no. 16.2,	Sqm	7932.00		
2	Painting with aluminum paint of approval brand and manufacture to give an even shade one coats on old work. Complete as per PWD specifications as per of CSR item no. 16.27	Sqm	653.00		
3	Finishing walls with textured exterior paint of required shade with two coats applied @ 3.28litre/10sqm over excluding base coat Complete as per PWD specifications as per of CSR item no. 16.59,	Sqm	25413.00		
4	Painting with plastic emulsion paint of approved brand and manufacture to give an even shade (two coats). Complete as per PWD specifications as per of CSR item no. 16.64	Sqm	18779.00		
5	Painting with synthetic enamel paint of approved brand and manufacture on walls, wood or steel including scrapping, cleaning making good the surface(one coat). Complete as per PWD specifications as per of CSR item no. 16.20 a,	Sqm	17436.00		
6	Painting two coats excluding priming coat with ready mixed paint for metallic surfaces in all shades on steel or iron work (Over MS Grills of Boundary wall) Complete as per PWD specifications as per of CSR item no. 16.23 a,	Sqm	920.88		
7	Painting with Polyurethane Paint of approved brand and manufacture to give an even shade (two coats)	Sqm	812.66		
8	Floor painting two coats with epoxy paint in all shades on work to give an even shade. Complete as per PWD specifications as per of CSR item no. 16.33	Sqm	803.30		

