

NOTICE INVITING TENDER

05.03.2024

Mr. Ashish Singh
Resolution Professional of Ferrous Infrastructure Pvt. Ltd. in CIRP
Unit No. 2514, Fifth Floor, Tower A, The Corenthum,
Noida -201301, U.P.
Tel: 98107 21304

Re: NOTICE INVITING TENDER

For “Civil & Structure Works, Interior finishing, complete MEP works, landscaping & hardscaping, internal roads horticulture works etc.” for our project located at Ferrous City I, Sector 89, Faridabad, Haryana.

Dear Sir,

Ferrous Infrastructure P Ltd is in the process of constructing & completion of pending works of Tower No.B, D, E, F, G, H, J, K, L, M, N & O Consisting of total 826 flats plus EWS flat plus Club Area / Common Area. **At Ferrous City I, Sector 89, Faridabad, Haryana.**

1. Eligibility Criteria:

Having executed of the following magnitude during the last 5Yearsone similar work of amount 64.00 Crores(Total estimated project cost).

OR

two similar works of amount 48.00 Crores

OR

three similar works of amount 32.00 Crores

OR

Registered contractors in Class I A category (Composite) in any Central/State Govt Departments.

Performance Guarantee will be 2.5% of the total contract value subject to maximum of Rs. 50 Lacs.

Tender document will be Rs. 10,000/- to be deposited in the bank account of the Corporate Debtor as per the following details;

Account No.: 924020012106766
IFS Code : UTIB0000015
Bank : Axis Bank Ltd.
Branch : Green Park, New Delhi

Bidder can request at corporate debtor email id at cirp.ferrousinfra@gmail.com to get the copy of the BOQ with proof of payment of Rs. 10,000/- through NEFT/ RTGS only.

2 Submission on Bids:

Sealed item rate tenders and the completed Bill of Quantities in the form pdf documents through email shall be deposited by the tenderer on the email: cirp.ferrousinfra@gmail.com of Ferrous Infrastructure Pvt. Ltd. having correspondence addressed at Unit No 2514, 5th Floor, Tower-A, The Corenthum, Sector -62, Noida -201301 Ph- 9310714230

Along with the sealed tenders, tenderers will deposit the following in a sealed envelope:

- a) Earnest Money Deposit for the amount and in the manner specified.
- b) Tender documents duly signed with seal by the Contractors.

Any Queries or clarifications regarding the tender or the work shall be sought in writing latest by **3.00PM on 14thMarch 2024**. Clarifications, if any, shall be issued to all tenderers in the form of an Addendum to the Tender (The "Addendum")

2A. Acceptance of Tenders:

Tenders that are not properly filled are mutilated, have pages missing or with incorrect, inaccurate calculations or generally not complying with the conditions will be rejected.

Tenderers should quote their rates with the totals both in figures & in words. The total of each page along with carried over figures of the previous page shall be given in ink and signed by the tenderer. No blank space shall be left. Amounts quoted in words shall deemed to be correct in case of cuttings or overwriting.

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

If the Tender is submitted by a Company, it shall be signed by a Director or a duly authorized signatory who has been authorized to do so by way of a board resolution.

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

The acceptance of a tender shall rest with the Owner or its authorized representative who does not bind itself to accept the lowest tender and reserves to itself the right to reject any or all the tenders received without assigning any

reason(s) whatsoever. Non-acceptance of any tender shall not make the Owner liable for compensation or damages of any nature whatsoever.

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

The Addendum will be notified in writing to all tenderers. Tenderers shall promptly acknowledge receipt thereof to the same person at the same address. Only amendments to the Tender Documents made through an Addendum will form part of the Tender Document.

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

Earnest Money Deposit of **Rs. 50,00,000/- (Rupees Fifty Lacs Only)** in the form of Bank Guarantee (format enclosed) in favour of **M/s Ferrous Infrastructure Pvt.Ltd.** should be submitted along with the Tender. EMD shall remain valid for a period of 90 days (Ninety Days) from the last date for submission of the tenders.

E.M.D's will be forfeited, if the Contractor selected for the Work fails to sign the prescribed agreement or fails to start the work within **SEVEN DAYS** of order to commence the Work.

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

3. PERIOD OF VALIDITY:

The tender shall remain valid for acceptance for a period of 90 days (Ninety Days) from the last date for submission of the tenders. If any tenderer withdraws his tender before the said period or makes any modifications in terms and conditions of the tender, then the Owner shall be entitled to forfeit the said Earnest Money Deposit by encashment / enforcement of the Bank Guarantee herein before referred to.

4. INSPECTION OF SITE:

Every tenderer is expected to inspect the Site of the proposed work and acquaint himself with the Site conditions, approaches, availability of raw materials, geological and weather conditions etc.before quoting his rates. He must visit the site in the working days between 11.00AM to 5.00PM.

5. This notice inviting tenders will form part of the tender document and the agreement executed by the successful tenderer.

6. Date of Completion of Work will be 18 (Eighteen) Months from the date of Issue of the LOI

For further information the tenderer may contact the undersigned at the above-mentioned address.

Regards,

For Ferrous Infrastructure Pvt. Ltd. in CIRP

Ashish Singh
Resolution Professional
IP Regn. No. IBBI/IPA-002/IP-N00416/2017-18/11230
Contact Person for Resolution Professional
Mr. Ashok Bansal
Authorised Representative
Mob: 9810721304

INSTRUCTIONS FOR FILLING IN THE TENDER FORM

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

VOLUME I	NOTICE INVITING TENDER, TENDER FORM, CONSTRUCTION CONTRACT, DRAFT FORMATS FOR BANK GUARANTEES, GENERAL CONDITIONS OF CONTRACT, SPECIAL CONDITIONS OF CONTRACT AND SCHEDULE OF FISCAL ASPECTS, FORMAT FOR DECLARATION OF CURRENT WORK,
VOLUME II	TECHNICAL SPECIFICATIONS WITH PREAMBLE, BILL OF QUANTITIES, LISTS OF APPROVED MAKES AND VENDORS, LIST OF DRAWINGS, DRAWINGS OF COMMON AREA FINISHES WORKS

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

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

3. List of drawings accompanying the Tender documents is furnished in **VOLUME II**. All Tender Drawings form an integral part of the Tender and the details shown on the drawings are complementary to the Bill of Quantities and vice versa. Rates quoted must and be deemed to have hence taken note of all the Drawings, Technical specifications, Detailed Specifications and Bill of Quantities.
4. The Contractor should certify that he has studied the Work at Site and acquainted himself with the position with regard to construction, materials & labour required for the Work.
5. The Contractor should submit a declaration disclosing all Work for which he has already entered into contract, the value of work that remains to be executed in each such contract, while submitting the Tender and details of any disputes pending in respect of any such contract whether in a court or any other forum or under discussion / negotiation with the other party to such contracts (Refer Vol. 1-Annexure A: FORMAT FOR DECLARATION OF CURRENT WORKS)
6. Every Contractor should furnish along with his tender an income-tax clearance certificate & brief information regarding the income-tax circle, ward & the district in which he is assessed by income-tax, the reference No. of assessment and the assessment year, as also details of any attachments, prohibiting orders, garnishee proceedings in connection therewith.
7. The Contractors are to pay the amount of Earnest Money as specified in the tender notice separately along with the Tender. Tenders for which Earnest Money Deposit has not been received separately shall be returned unopened.
8. Certified copies of Registration Certificate, Partnership Deed and Power of Attorney or Articles of Agreement, annual returns, annual reports and list of directors in case of Limited Companies will have to be furnished along with the tender to render the tender eligible for consideration.
9. Should the Contractor notice any discrepancy or error in any statement made, or quantities or units shown against items, he shall immediately bring to the notice of the Architect and obtain clarifications before submitting the tender. The tender shall be recorded as such in the covering letter to the tender, failing which the Owner shall have right to ask the Contractor to execute the Work according to the statement made or quantities or units shown in the tender, without any compensation.
10. The Contractor should submit the following additional documents:
 - a) Complete bar chart defining clearly the milestone of each month.
 - b) Site organization chart giving details of all staff to be deployed including names and bio-data of managerial and engineering staff for the execution of this project.
 - c) A detailed list of plant and machinery and shuttering material proposed for deployment should be submitted along with the offer.
 - d) A list of Subcontractors (if any) should also be enclosed along with the offer.

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

The Contractor shall co-ordinate and provide the facilities for the Nominated Sub-Contractors / vendors as detailed in volume 2.

PERFORMA FOR CONSTRUCTION CONTRACT

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

This CONTRACT is made on ___/___/2024 between **M/s Ferrous Infrastructure Pvt. Ltd. in CIRP** having its registered office at _____ and correspondence address at Unit No. 2514, Fifth Floor, Tower A, The Corenthum, Sector -62, Noida - 201301 (hereinafter referred to as the "Owner" which expression shall, unless repugnant to the context or meaning hereof, be deemed to mean and include its successors and assignees) of the one part **AND**

M/s. _____ having its principal place of business at _____ India hereinafter called the Contractor" (which expression shall, unless repugnant to the context or meaning hereof, be deemed to mean and include its successors and assignees) of the other part. Capitalized terms not otherwise defined in this Contract shall have the meanings given such terms in the General Conditions of Contract, attached hereto and incorporated by reference into this Contract.

WHEREAS

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

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

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

1. In consideration of the payment to be made to the Contractor for the work to be executed by him, the Contractor hereby covenants with the Owner that the Contractor shall and will duly provide, execute and complete the Works and shall do and perform all other acts and things in the Contract, mentioned or

described or which are to be implied there from or may be reasonably necessary for the completion of the Works and at the times and in the manner and subject to the terms and conditions or stipulations mentioned in the Contract.

2. In consideration of the due provisions, execution and completion of the Work, the Owner does hereby agree to pay the Contractor the Contract Sum in proportion to the work actually done by him and approved by the Project Manager/Architect, such payment to be made at such time and in such manner as provided for in the General and Special Conditions of the Contract.
3. The following documents shall be deemed to form and be read and construed as part of this Contract in the following order of precedence:
 - a) this Contract
 - b) the Letter of Intent dated2024 and2024 containing various references (Annexure A)
 - c) List of Drawings and Tender Addendums (Annexure) (M/s..... dated 2024)
 - d) The various Minutes of Meetings and Tender Correspondence (Annexure ...)
 - Minutes of meeting dated 2024
 - M/s. dated 2024
 - M/s. Letter dated 2024
 - Minutes of meeting dated 2024
 - e) General Conditions of Contract.
 - f) Special Conditions of contract.
 - g) Hardscape/Softscape work specifications Technical Specifications.
 - h) Priced Bill of Quantities with Detailed Specifications.

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

The Contractor hereby agrees to commence the work on 2024 and shall complete the entire works within months thereafter that is by 2024

The Owner has accepted the tender of the tenderer for the provision and the execution of the said Works for the Contract Sum upon the terms and subject to the Conditions of Contract.

IN WITNESS WHEREOF the parties present have executed these on the day and the year first above written.

Signed and Delivered Signed and Delivered
for and on behalf of for and on behalf of

OWNER CONTRACTOR

DATE: DATE:

PLACE : PLACE:

IN PRESENCE OF TWO WITNESSES

- 1.
- 2.

TENDER FORM

To,

The Resolution Professional
M/s Ferrous Infrastructure Pvt. Ltd. in CIRP
Unit No. 2514, Fifth Floor, Tower A, The Corenthum,
Noida -201301, U.P.

Dear Sir's,

SUB: TENDER FOR Civil & Structure Works, Interior finishing, complete MEP works, landscaping & hardscaping, internal roads horticulture works etc.” for our project located at Ferrous City I, Sector 89, Faridabad, Haryana.

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

- a) examined the content of the Tender document including but not limited to Drawings, technical Specifications, detailed specifications to Tender, agreement, the General Conditions of Contract and Special Conditions of Contract annexed thereto (hereinafter called `The Contract Documents`) relating to construction.
- b) visited and examined the Site of the proposed work and acquired the requisite information relating to or affecting the Tender.

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

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

I/We hereby deposit with you as Earnest money **Rs 50,00,000.00 /-** (**Rupees Fifty Lacs Only**) [carrying no interest] against Bank Guarantee/ Banker Demand Draft no. dated valid for 90 days in favour of M/S Ferrous Infrastructure P Ltd and I/We agree that this sum shall be forfeited in the event of the Owner accepting my/our tender and I/We fail to take up the contract when called upon to do so.

I/We further agree to the **deduction of 2.5 % from the `Interim Payment' and up to a maximum of Rs 50.00 Lacs value towards the `Retention Money'** which will be returned as per the relevant clauses in the agreement.

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

**SIGNATURE OF TENDERER
NAME OF THE PARTNERS OF THE FIRM**

**OR
NAME OF THE PERSON HAVING POWER
OF ATTORNEY TO SIGN THE CONTRACT**

PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT (E.M.D)
(To be executed on NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

M/s Ferrous Infrastructure P Ltd

Dear Sir,

WHEREAS M/s (CONTRACTOR'S FIRM NAME AND ADDRESS), hereinafter called the tenderer has represented to us that he intends to participate in the tender for **"PROJECT:**

FERROUS CITY IFORM/s Ferrous Infrastructure P Ltd located at Ferrous City I, Sector 89, Faridabad, Haryana. Civil & Structure Works, Interior finishing, complete MEP works, landscaping & hardscaping, internal roads horticulture works etc." for our project located at **Ferrous City I, Sector 89, Faridabad, Haryana.**

AND WHEREAS under the terms thereof, as represented by the tenderer and as verified by us, an irrecoverable Bank Guarantee for Earnest Money Deposit for an amount of Rs..... (Rupees..... only) is required to be submitted by the tenderer as a condition precedent for participation in the said Tender, which amount is liable to be forfeited on the happening of any of the events, contingencies mentioned in the Tender Document, of which we are aware;

We **(BANK NAME AND ADDRESS),** hereby agree, guarantee and undertake that we shall, forthwith, immediately and immediately upon receipt of written intimation/demand/letter/claim from you viz., **M/s Ferrous Infrastructure P Ltd** addressed to the Bank, pay to **M/s Ferrous Infrastructure P Ltd** without any deduction, reservation, protest, demur, delay or reference to **M/s.....** the aforesaid sum of Rs..... The demand made by you as aforesaid shall be deemed to be valid, legal, enforceable, conclusive and binding on us and the aforesaid amount of Rs..... shall be paid to you, the said **M/s Ferrous Infrastructure P Ltd** immediately, irrespective of and notwithstanding any dispute or demand to the contrary made/raised by the tenderer or the issue of any instructions to the contrary issued by the tenderer.

We further undertake and agree that we shall make payment to you of the aforesaid amount of Rs..... immediately upon demand being made, as aforesaid, without in any manner referring to or seeking consent of or instructions from the tenderer and without in any manner, explicitly or by conduct, issuing notice of our intent to honor our commitment under this guarantee.

This guarantee shall be irrevocable and shall remain valid up to 90 days from the date of submission of tender, and inclusive of the close of working hours on _____ **2024.** If any extension of this guarantee is required the same may be extended by us for such required period on receiving instructions from tenderer on whose behalf this guarantee is issued.

IN WITNESS WHEREOF the Bank, through its authorized Officer, has set its hand and stamp on this (date) (month) 2024 at (City Name).

SEAL OF THE BANK
AND AUTHORISED SIGNATURE.

DATE:

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE BOND.
(To be executed on NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

Ref: Bank Guarantee No. _____

Date: _____

To:

M/s Ferrous Infrastructure P Ltd

Dear Sir,

1. In consideration of **M/s** Ferrous Infrastructure P Ltd. in CIRP, having its registered office at _____ (hereinafter referred to as the "COMPANY" which expression shall unless repugnant to the context include its successors in interest and assigns) having entered into a contract dated _____ (hereinafter called the "CONTRACT" which expression shall include all the amendments thereto) at **New Delhi** with M/s. _____ India (hereinafter referred to as the "CONTRACTOR" (which expression unless repugnant to the context or meaning thereof, shall include its successors, administrators, executors and assigns) and such contract having been signed and accepted by the Contractor at **New Delhi** for _____ project (scope of work) for a value of Rs. _____

AND WHEREAS under the terms of the said contract, the Contractor is required to submit a performance guarantee for the due, punctual, satisfactory and faithful performance of the entire contract to the context of **2.5% of the total contract value subject to maximum of Rs. 50 Lacs.**

1. We (BANK NAME AND ADDRESS) (hereinafter referred to as the "Bank") hereby agree, guarantee and undertake that we shall forthwith, immediately and immediately upon receipt of written intimation/demand/letter/claim from you viz., **M/s** Ferrous Infrastructure P Ltd addressed to the Bank, pay to **M/s** Ferrous Infrastructure P Ltd without any deduction, reservation, protest, demur, delay or reference to the Contract or reference to M/s..... the aforesaid sum of Rs. _____ (Rupees _____ Only) irrespective of and notwithstanding any dispute or demand to the contrary made/raised by the Contractor. We further undertake and agree that we shall make payment to you of the aforesaid amount of Rs. _____ (Rupees _____ Only). Immediately upon demand being made, as aforesaid, without in any manner referring to, or seeking consent of or instructions from the Contractor and without in any manner, explicitly or by conduct, issuing notice of our intent to honour our commitment under this guarantee or on the issue of any instructions to the contrary issued by the Contractor. Any such demand made by the Company on the Bank shall be conclusive and binding notwithstanding any difference between the Company and the Contractor or any dispute pending before any

Court, Tribunal, Arbitrator or any other authority or any instructions, letter contrarily issued by the Contractor. We agree that Guarantee herein contained shall be irrevocable and shall continue to be in force and enforceable till it is specifically discharged by the Company by issuance of a letter/certificate to such effect. No periodic renewal by the bank shall be necessary.

2. The Company shall have the fullest liberty, from time to time, without in any way affecting the liability of the Bank under this Guarantee to extend the time for performance of the Contract by the Contractor, or vary the terms of the Contract. The Company shall have the fullest liberty without affecting this Guarantee to postpone, from time to time, the exercise of power vested in them or of any right which they might have against the Contractor and to seek compliance with any covenants contained or implied in the Contract between the Company and the Contractor or any other course or remedy or security available to the Company. Notwithstanding any such extension or variation, the Bank shall not be released of its obligations as assumed under these presents by the exercise by the Company of any liberty with reference to matters aforesaid or any of them or by reason of any act or forbearance or other acts of Company or any other indulgence shown by the Company to the Contractor. We agree that irrespective of such extension of time or variation in contract, our liability to pay the aforesaid amount of Rs. _____ (Rupees _____ only) without demur, objection shall continue to remain unaltered, enforceable and valid.
3. The Bank further agrees that the Company, at its option, shall be entitled to enforce this Guarantee against the Bank, without in the first instance proceeding against the Contractor or making any demand upon the Contractor to pay and notwithstanding any security or other Guarantee that the Company may be possessed of in relation to the Contractor's liabilities, either in relation to this agreement or otherwise and our liability to make unconditional payment on demand by the Company shall not be affected or diluted and shall remain valid, enforceable and unaltered.
4. We further agree that for the purpose of this Guarantee any notice issued to us by the Company and the amount claimed in such notice as being payable by the Contractor to the Company shall be deemed to be correct and shall not be disputed or questioned by us but shall be paid in the manner herein before stated forthwith and without delay. We further agree that this guarantee shall not be affected by any change in our constitution or that of the Contractor. We further undertake not to revoke this guarantee during the period of its validity viz., till the company discharges us, in writing, as aforesaid, notwithstanding any dispute, difference between the Contractor and ourselves and our bankers" lien either general or particular in relation to the Contractor shall not include the amount guaranteed to the Company under this guarantee.

Dated _____ day of _____ 2024.

WITNESSES:

SIGNATURE SIGNATURE

NAME NAME

OFFICIAL ADDRESS (DESIGNATION WITH BANK STAMP)

----- Attorney as per power of
Attorney No
Dated:

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 (in alphabetical order).

1.1 APPROVED/APPROVAL

"Approved" means approved in writing by the Project Manager including subsequent written confirmation of previous verbal approval.

1.2 APPROVED EQUAL

"Approved Equal" shall mean an alternative product/ service approved by Project Manager as equivalent to that specified in the Contract Documents.

1.3 ARCHITECT:

"Architect / Engineering Consultant" means M/s _____ or in the event of it ceasing to be the Architect for the purpose of this Contract, for whatever reasons, such other person, firm or Company as the Owner may nominate for the purpose.

1.4 CONTRACT:

The "Contract Documents" consist of the Notice Inviting Tenders, the Agreement between the Owner and the Contractor, the General Conditions of Contract, Specifications, the Drawings, Schedule of Quantities, Schedule of Fiscal Aspects and relevant correspondence including all modifications thereof incorporated in the documents before their execution. The Owner means on whose behalf Tenders are invited and include its successors permitted assigns and legal authorized representatives.

1.5 CONTRACTOR:

"Contractor" means the person, firm or company whether incorporated /registered or not, employed as Contractor by the Owner for undertaking the Works and shall include the Contractor's legal and authorized representatives, successors and permitted assigns.

1.6 CONTRACTOR'S REPRESENTATIVE:

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

person” for purposes of Section 11.1 of the General Conditions of Contract. The Contractor’s Representative shall be

1.7 CONSTRUCTION PLANT:

"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.

1.8 "CONTRACT SUM"

Shall mean the sums referred to in the Contract Documents for the Contractor’s performance of the Work.

The Contract Sum is inclusive of all taxes, (direct or indirect, present or future including any change in the rates, measures or quantum) including sales tax/VAT, entry tax, octroi, transportation, works contract tax, insurance premiums, contributions towards employees’ benefits including ESI and PF and all other statutory taxes and levies if any applicable to the contractors/workers etc., and the Owner shall not be responsible in any way whatsoever to pay for the same.

The Contract Sum shall also include the Contractor’s establishment, infrastructure, overheads and all other charges, and shall generally be inclusive of every cost and expense required by the Contract to be borne by the Contractor and necessary for the proper execution and successful completion of the Work under the Contract, in conformity with the Contract Documents and the best engineering and construction practices and to the satisfaction of the Architect, Project Manager, Owner’s Representative and the Owner.

The Contract is neither a fixed lump sum contract nor a piece work contract, but is an item rate contract to carry out the Work according to the actual measured quantities at the rates contained in the schedule of rates and probable quantities as provided in the priced Bill of Quantities with detailed Specifications. The Contractor has to closely monitor the quantities and cost and obtain an Approval from the Owner/Project Manager well in advance for any change outside the scope of the Work which would cause the cost of the Work to exceed the Contract Price as indicated in the Letter of Intent. Prices will be firm until the end of the Contract. No escalation in price shall be allowed for any reason whatsoever during the period of the Project.

1.9 DRAWINGS:

"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 Project Manager. The Contractor shall not, without the prior written consent of the Owner, use or publish for any purpose whatsoever, any information, prepared for or in connection with the services envisaged herein.

1.10 DEFECT LIABILITY PERIOD

"Defect liability period" is defined as the period from the completion/ handing over of the building whichever is earlier when the Contractor is supposed to remove all defects pointed out and arising during this period. The defect liability period shall be 06 (Six) months from the date of completion, with Guarantee of waterproofing of 5yrs.

Any defect arising during this period shall be brought to the notice of Contractor, consultant and the Architect. The concerned parties shall act within 24 hours or earlier depending on the seriousness of the defect. It will be responsibility of the Contractor to make all possible efforts to rectify the defect or replace the defective material within one week of being brought to the notice of the Contractor. Extension to this time frame may be given to the Contractor by the Project Manager at their sole discretion. The Architect/ Engineering Consultant shall define this reasonable period depending on the nature of the defect.

1.11 OWNER:

Means M/s Ferrous Infrastructure Pvt. Limited, having its registered office at B- 22, Lower Ground Floor, Jangpura Extension, New Delhi- 110014 and having correspondence address at – unit no, 2514, 5th floor, Tower-A, The Corethum, Sector-62, Noida-201301 acting through its authorized signatory and includes its representatives, successors, permitted and legal assigns;

1.12 OWNERS" REPRESENTATIVE:

"Owners" Representative" will be Mr. Ashok Bansal (Mob: 9873997047) such other persons nominated in this behalf authorized by Owner to act on its behalf.

1.13 FORCE MAJEURE:

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

1.14 MONTH:

"Month" means English Calendar month. "Day" shall mean a calendar day of 24 hours each.

1.15 MEASUREMENT BOOKS:

The "measurement books" shall be defined as the books maintained during the currency of the Project to record all measurements qualifying for payment. The Contractor shall maintain measurement books of all work done by them. The Contractor shall get the measurement books verified by the Owners Representative/Project Manager/quantity surveyor periodically. It shall be responsibility of the Contractor to get all the Works verified as per the measurement books before they get concealed. If the Contractor fails to get the measurements of underlying items verified in time, then he shall remove the overlying or concealing items and get the underlying or concealed items verified and make the work good at no extra cost to the Owner.

All measurement books shall be hard bound with pages numbered. The Owner/Project Manager and the Contractor shall verify the condition of the measurement book before implementation. No tearing of pages or overwriting shall be permitted in the measurement books. Only neat cutting of mistakes with joint signatures of Contractor's Representative and the Project Manager /quantity surveyor shall be permitted.

1.16 NOMINATED SUB-CONTRACTOR:

"Nominated Sub-Contractor" refers to those specialists, tradesmen and others, nominated by Project Manager 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.

1.17 PROJECT MANAGER:

"Project Manager" means or its authorized representatives, or in the event of it ceasing to be the Project Manager for the purpose of this Contract, for whatever reasons, such other person, firm or Company as the Owner may nominate for the purpose. The Project Manager shall be authorized to represent and act on behalf of the Owner on a day-to-day basis during all packages of construction of the Project. All communications, approvals and decisions to be taken in connection with the Architect's Services shall be channelled through the Project Manager.

1.18 RECORDS AND AUDITS

The Contractor shall keep books, documents and records both statutory and contractual to the Owner's satisfaction, in such a manner, so as to enable the Owner to carry out effective legal and financial control.

1.19 SUB-CONTRACTOR:

"Sub-Contractor" means the person, firm or company to whom any part of the Contract has been sub contracted by the Contractor with the written consent of the Project Manager and includes the Sub-Contractor's legal and authorized representatives, successors and permitted assigns.

1.20 SPECIFICATION:

"Specification" 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 Project Manager.

1.21 SITE:

"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 or used for the purpose of the Contract.

1.22 TEMPORARY WORKS:

"Temporary Works" means all temporary works of every kind required for the execution of the Works by the Contractor.

1.23 TENDER:

"Tender" shall mean the Contractor's offer to construct the Work in strict accordance with the Contract Documents as set forth on the Tender Form.

1.24 TENDER DOCUMENTS:

"Tender Documents" shall mean the Contractor's Tender Form, the Proforma of Bank Guarantee for Earnest Money Deposit, the Proforma of Bank Guarantee for Performance Bond, the Proforma of Bank Guarantee against Mobilization Advance, and Notice Inviting Tender, Tender Form and Construction Contract Draft, General Conditions Of Contract, Special Conditions Of Contract, Civil Works Technical Specifications, Bill Of Quantities with Detailed Specifications, Environmental, Health & Safety (EHS) Plan, Preliminary Project Construction Schedule, Drawing - Site Location, Drawings of Architectural & Structural for Civil Works.

1.25 TERMS "AND", "OR", "AND/OR":

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

1.26 WORK:

"Work" shall mean and include all materials and labour necessary to construct the civil and structural components of the Project in full compliance with the requirements of the Contract Document.

1.27 "WRITTEN NOTICE":

Written Notice shall be deemed to have been duly served if delivered in person to the authorized representative of the firm / company for whom it is intended, or if delivered at and a written delivery receipt obtained or sent by registered mail to the last business address known to them, who gives the notice.

1.28 WORKING DAY:

“Working Day” shall mean any day from Monday to Saturday (both days inclusive) excluding all Public Holidays as notified by the Central Government

1.29 VENDORS:

“Vendors” shall mean and include all suppliers, material men, contractors, sub-contractors, nominated sub-contractors and trade contractors engaged at army stage of the Project.

2.Singular and Plural

Words importing singular number shall also include plural and vice versa where the context so requires.

3.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.Language

All documentation and correspondence in respect of this Contract shall be in the English language.

5.Scope and Intent

The general character and the scope of work is illustrated and defined by the signed Contract Documents herewith attached

5.1 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 Project Manager/ Owner /Architect.

5.2 INCREASES / DECREASES TO SCOPE OF WORK:

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

5.3 ITEMS OF WORK FOR COMPLETION:

The Contractor is bound to carry out any items of work necessary for the completion of the Work even though such items of work may not be expressly described in the Contract Documents

5.4 The Owner/Project Manager may, from time to time, issue further supplementary drawings and/or written instructions, details and directions and explanations, which are collectively referred to as Project Manager's instructions. The Contractor shall forthwith comply with and duly execute Works comprised in such Project Manager's instructions provided always that verbal instruction, directions and explanations given to the Contractor or their work's representative by Project Manager shall, if involving a variation, be confirmed in writing.

5.5 The Owner reserves the right to increase or decrease the scope of work on any oral 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.Site Manager

The Project Manager or their authorized Site Manager would be responsible for the day-to-day supervision of the Contract and shall represent the Project Manager at the Site under the instructions of the Project Manager. The Contractor shall provide all necessary facilities for the performance of their duties.

7.Duties of Site Manager

7.1 The Site Manager 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 them by the Project Manager from time to time. The Site Manager 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

- a) failure of the Site Manager or their representative to disapprove any work or materials shall not prejudice the power of the Project Manager to disapprove such work or materials.
- b) except as otherwise provided in these documents, if the Contractor shall be dissatisfied by reason of any decision of the Site Manager, he shall be entitled to refer the matter to the Project Manager / the Owner in writing, within 15 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 Project Manager, and the Owner and all other actions to be taken on their behalf may be given or taken by the Site Manager.

8.Site

Before tendering, the Contractor shall visit the Site and satisfy themselves about the Site conditions. He shall examine the Site and take note of existing roads and other means of communication and the character of the soil and of the excavations, the correct dimensions of the Work and facilities for obtaining the special articles called for in the Contract Documents and shall obtain their 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 shall 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 Project Manager's attention, not later than 3 days before the opening date of the Tender.

9.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 favour of Contractor's bankers of any monies due or to become due under this Contract, without prior written consent of the Project Manager.

10.Sub-Contractors

As soon as practicable and before awarding any sub-contract, the Contractor shall submit the names and details of such firms whom he is going to employ for approval of Project Manager. These details shall include the expertise, financial status, technical manpower, equipment, resources, and list of Works executed and on hand of the Sub-Contractor. The Contractor and the Project Manager shall mutually decide the Sub-contractor to whom the Work could be awarded. It is clearly understood that the Contractor will be fully responsible for all the acts and omissions of Sub-contractor, including damages as per this Agreement or otherwise including but not limited to for waterproofing, pest control, doors and windows, insulation and other specialist items shall be got approved well in advance.

11.Specialist Agencies

The Contractor may entrust specialist items of work to the agencies specialized in the specified trade. The Contractor shall give the names and details of such firms whom he is going to employ for approval of Project Manager. These details shall include the expertise, financial status, technical manpower, equipment, resources, and list of works executed and on hand of the specialist agency.

12.Contractors General Responsibilities

12.1 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.

12.2 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.

12.3 Before commencing any item of work, the Contractor shall co-relate all relevant drawings and information and satisfy themselves 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 their Sub-Contractor, and is not brought to the notice of the Project Manager.

12.4 Levels, dimensions and other information shown on the Drawings are believed to be correct. The Contractor shall, however, verify them for themselves 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.

12.5 Any loss or damage caused by negligence of the Contractor to the materials whether procured by the Contractor or the Owner shall be to their account.

12.6 Any loss or damage caused by the Contractor and their staff to the structure and/or services of the building including any damage caused to the curtain walls and glass panes shall be to Contractor's account and would be recovered from them through deductions from their running bill.

12.7 The Contractor shall submit an organization chart, specific to the Project, qualification of the key personnel, number of skilled and unskilled people that the contractor would be employing to this Project, detailed procurement schedule accompanied by a Project Schedule Gantt / PERT chart along with the Tender.

DOCUMENTS

13. 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 necessary for proper execution of the Work (exempting those materials and equipment listed separately which are to be supplied by the Owner). 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.

14. Discrepancies and Adjustments of Errors

- a. In the event of ambiguities, discrepancies, and contradictions between the Bill of Quantities, the Drawings and/or Specifications, the Contractor shall immediately notify the Project Manager. The Architect/ Engineering Consultant shall explain the same and the Project Manager shall in their sole discretion, determine which of the requirements govern and/or clarify any such ambiguity or discrepancy and the Contractor shall comply with such determination.
- b. If there are discrepancies in the rates quoted by the Contractor in figures and in words, the rates quoted in words shall prevail.
- c. All errors in extensions or computing the amounts and totalling shall be corrected. Decision of the Project Manager in this regard will be final.
- d. The Contractor shall not be entitled to any extension of time or any compensation due to such determination.

15. Drawings

- a. The Drawings shall remain in the sole custody of Project Manager/Owner. Two (2) copies of the Drawings shall be furnished to the Contractor, free of charge.
- b. 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.
- c. The Contractor shall give written notice to the Site Manager and inform Project Manager, 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.
- d. The Project Manager 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.

16. Type of Contract

Item Rate – Contract

The Contract shall be an item rate Contract. The Contractor shall be entitled to payment, in Indian Rupees, of no more than the Contract Price as stated in the Letter of Award, in consideration of the Work performed and completion of the Work. The Contractor understands and agrees that the amount payable is assessed on a measurable basis in accordance with the tendered rates. However, the Contract Price may be altered on account of a change order. The Contract Price shall include payment for the supply of all labour (including payment to his Sub-Contractors), equipment, materials, power, water, plant and machinery, tools, transportation, framework, scaffolding, construction of civil works and all applicable taxes, duties, octroi, levies, royalties, fees, insurance premiums, contributions towards employees benefits including ESI and PF and funds and all services and activities constituting the Scope of Work defined in the General Conditions of Contract.

17. Taxes, Duties etc.:

The Contract price/rates shall be deemed to include, fees, cess, levies or any other outgoings (direct or indirect, present or future) excise duty sales tax/VAT including Sales Tax/VAT on Works Contracts, octroi/ entry tax, all insurance cover and all other applicable taxes, duties and levies. The Owner shall not entertain any claim whatsoever on this account and these rates shall remain firm during the currency of the Project under what so ever reason. The Contractor shall also cooperate with and render all necessary assistance to the Owner to enable the Owner to avail of credit under any direct/ indirect taxes, central or state legislation including Modvat/ CENVAT facility and/or recovery of other indirect taxes, duties and the like.

The Contractor shall also take all necessary steps including registration and record keeping and invoicing in a manner that wherever and to the extent permissible under law, the benefits of tax credit under the direct and indirect tax laws is made available to the Owner. If any loss is occasioned or caused to the Owner because of any omission (including infirmity in the bills), the Contractor shall indemnify the Owner. All payments to the Contractor shall be subject to the deduction of TDS & such other statutory liabilities as may be imposed by any law in force during the currency of Project. In case any sum has to be paid by the Owner under any law for which the Contractor is actually liable or which arises due to any action or default of the Contractor then such sum shall be deducted from the Contractor's dues.

18. Notices, Fees, Bye Laws, Regulations:

The Contractor shall comply with all applicable laws, rules and government acts and notifications including the bye-laws or regulations of local authorities relating to the Work in so far as construction, fabrication and installation activities are concerned, and he shall obtain from the local authorities all permissions and approvals required for the plying of trucks, construction of machinery etc., and also for construction of temporary offices, labour camps, stores and other temporary structures in connection with the Work, and the Contractor shall give all notices and pay all fees and charges

that are and that can be demanded by law hereunder. In the Contract Price for the Work, the Contractor shall allow for such compliance and work, and for the giving of all such notices, and shall include the payment of all such fees and charges. Approval, if required, for control blasting shall be obtained from the appropriate authority. Nothing extra shall be payable on this account.

19.Licences and Permits:

All licenses and permits for the materials under Government control, and those required to be obtained by the Contractor for the execution of the Work, shall be directly obtained by the Contractor. The Contract Price shall include all transportation charges and the other expenses that may be incurred in this connection.

20.Royalties and Patent Rights:

All royalties or other sums payable in respect of the supply and use of any patented articles, processes or inventions for the carrying out of the Work as described by or referred to in the Contract Documents, shall be deemed to have been included in the Contract Price.

21.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 them in accordance with the Contract Documents at the Contract rates. The Owner/Project Manager reserves the right to increase or decrease any of the quantities or to totally omit any items of work and the Contractor shall not claim any extra or damages on these grounds. Any error in description or in quantity or omission of item in the Schedule of Quantities shall not vitiate this contract but shall be deemed to be a variation required by Project Manager.

22.Separate Contracts

The Owners reserves the right to award other contracts in connection with the Works. The Contractor shall give other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their Work, and shall properly connect and coordinate its work and theirs. If any part of the Contractor's work depends on proper execution or results upon the work of any other Contractor, the Contractor shall inspect and promptly report to the Project Manager any defects in such work that render it unsuitable for such proper execution and results. Its failure to inspect and report shall constitute an acceptance of the other Contractor's work as fit and proper for the reception of its work, except as to the defects which may develop in the other Contractor's work after execution of the work.

23. Contractor's Designs & Manufacturer's Catalogues

For the items of work which are executed to the Contractor's designs and specifications, the Contractor shall allow in their Tender for providing Owners with 4 copies of all designs, Drawings and Specifications, general arrangement drawings and shop drawings which he needs to submit. The Contractor shall supply 4 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 Architect/Engineering Consultant as soon as is reasonably practicable.

24. Contractor to prepare „As Built“ Drawings and Documentation

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 Architect/Engineering Consultant and the Contractor shall countermand changes recorded. Three copies of "as built" drawings, folded and bound to A4 size shall be supplied to the Architect/Engineering Consultant within 30 days of the completion. Four sets of these drawings in diskettes (all 3.5", 1.44 MB diskettes) and in compact disc shall also be supplied on AutoCAD Release 14 at no extra cost to the Owners. The Contractor shall provide adequate training to the Owners operations and maintenance staff at the time of handing over of their works and submit a Handing Over Manual in a format prescribed by the Owner, which will be supplied to the Contractor in due course.

25. 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.

26. Work to Satisfaction of Owner/Project Manager

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

27. Program Evaluation and Review

27.1 Network based integrated time schedule shall be submitted by the Contractor. The time schedule shall include details of mobilization of resources, materials, equipment and labour. After award of Contract, the Architect/Engineering Consultant may require the Contractor to expand the information given in the program until it is suitable for the effective review of progress during the execution of the Works. The critical path shall be determined. It is the Contractor's obligation to ensure that such a program, duly approved by the Project Manager is available within 15 days of placement of order.

27.2 The Contractor shall, every fortnight, review and update this program and furnish for the information of the Project Manager, in writing, details of the Contractor's arrangements for executing the Works, materials procured, erected, balance at Site, and expected deliveries during the next fortnight;

skilled/unskilled labour, foremen, supervisors working at Site and steps proposed for speeding up progress of Work.

27.3 If at any time it should appear to the Owner/Project Manager or the Architect/Engineering Consultant that the progress of the Works does not conform to the approved program, the Contractor shall furnish a revised program and take such steps at their cost, as are necessary to expedite progress and ensure completion of the Works within the completion period or extended date of completion, provided that any extension of time given by the Project Manager on account of revised programme shall not affect the penalty clauses given in Clauses as per the Schedule of Fiscal Aspects of the Contract.

27.4 Approval by the Project Manager of such programs or the furnishing of such particulars shall not relieve the Contractor of any of their duties or responsibilities under the Contract.

27.5 The Contractor shall be called upon to attend co-ordination meetings with the Owner /Project Manager/Architect /Engineering Consultant and other contractors and shall fully co-operate with such persons and agencies involved in these discussions. The Contractor shall take notes of the discussions during the meeting and shall strictly adhere to the decisions of the Project Manager in performing the Works.

28. Contractor's Supervision

28.1 The Contractor shall provide all necessary supervision during the execution of the Works and Defects Liability 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 Project Manager, which approval may at any time be withdrawn; is to be constantly on the Works and shall give their whole time to supervise the Works. Such an authorized agent shall receive on behalf of the Contractor, directions and instructions from the Project Manager, the Architect or the Engineering Consultant. Apart from the Contractor/ authorized agent, independent floor managers/independent activity in-charge would be assigned to the different floors/areas for supervision and co-ordination of Works throughout the execution of the Project. The contractor's Supervisory staff must arrive at the site by 0900 hrs. every day and should lead the workforce into the Site. It may be noted that the workers would not be allowed entry into the Site without their respective floor supervisors/activity in charges.

28.2 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.

28.3 Any staff of Contractor found to be negligent of duties would be replaced on the request of Project Manager without delay.

CARE OF WORKS

29. Setting Out

The Contractor shall be responsible for the true and proper setting out of the Works at their expense in relation to reference points, lines, levels given in the drawing or furnished by the Project Manager 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 their own cost, rectify such errors to the satisfaction of the Project Manager.

30. 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.

31. Watching and Lighting

The Contractor shall provide and maintain at their cost all lights, fans, guards, fencing and watching, when and where necessary or as directed by the Site Manager, for the protection of Works, materials, plant, equipment etc. Any loss or damage caused to the materials procured by the Contractor, shall be to their account.

32. Co-operation with other contractors

32.1 The Contractor shall co-operate with other contractors, Architect and Engineering Consultant and freely exchange with them such technical information as necessary for the proper execution of the Works.

32.2 The Contractor shall, in accordance with the directions of the Project Manager/Site Manager, afford all reasonable opportunities to other contractors and their workmen and to the workmen of the Owner who may be employed in the execution of the Works not included in the Contract, for carrying out their work.

32.3 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 coordinated with the work of other Contractors where it would interfere with their work or working. The Site Manager and the concerned Contractor shall be informed well in time for effective coordination and proper execution of Works.

33. Protection and Cleaning:

33.1 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 Project Manager. This protection shall be provided for all property adjacent to the Site as well as on the Site.

33.2 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 labelled 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 Project Manager. If the cleanliness of the Site is not completed to the satisfaction of the Project Manager, the same shall be got done from a specialist housekeeping agency and the cost would be recovered from the Contractor.

34. Coordination of Work

34.1 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 Project Manager for the purpose of coordination and execution of the various phases of work. The Contractor shall ascertain from the other contractors, Sub-Contractors and persons engaged in separate contracts, in connection with the Works, the extent of all chasing, cutting and forming of all opening, holes, grooves etc. as may be required to accommodate the various services.

34.2 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 Site Manager. Generally, all breaking shall be by the Contractor for civil/interior 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.

35. Clearance of Site on Completion

35.1 Before the issue of 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 Manager.

35.2 The Contractor shall on completion of work return back the storage space and office space to the Owner in the same condition as was provided to the Contractor in the beginning of the Project.

36. Patent Rights

Contractor shall fully indemnify the Owner 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.

37. Labour Huts

The Contractor shall not be allowed to put up huts for labour at the Works Site as the space at the Site is very limited.

38. Site Records

The Contractor shall keep books, accounts and Site documents and documents and records showing the number of men employed each day, wage bills, delivery notes, priced invoices for all materials ordered or delivered, visitors to the Site or such records as Project Manager may require the Contractor to maintain from time to time. The Contractor shall furnish such documents and records to the Project Manager, when required. The Contractor shall ensure that there is a clear demarcation made on the amount spent on materials and labors.

39. Release of Information

All information gathered under this Contract by the Contractor all reports and recommendations relating to this Contract shall be treated as confidential by the Contractor and the Contractor shall not, without the prior written approval of the Owner be made available to any person or party other than the Project Manager, the Architect, Engineering Consultant or any concerned Government Authority.

INSURANCE AND INDEMNITIES

40. Insurance of Works

40.1 Without thereby limiting their responsibilities, the Contractor shall at its own expense carry out and maintain the following insurance:

- a. Workmen compensation policy and Third-Party insurance. The Contractor shall ensure that any sub-contractor appointed by them shall have similar insurance coverage.
- b. Insurance Policy covering the Contractor's own property at Site including but not limited to equipment and vehicles.
- c. Group Personal Accident Insurance Policy covering the Contractor's staff.

d. Professional Indemnity Insurance Policy sufficient to cover risks associated with Contractor's service.

The following insurance to be purchased by owner:

Contractors all risk policy including the earthquake risk and terrorism coverage. This policy will be purchased by the owner on behalf of the contractor through its selected insurance company jointly in the name of Owner and Contractor.

40.2 The Contractor shall insure, in the joint names of the Owner and the Contractor, against all loss or damage during transit, storage, and execution or installation and commissioning from whatever cause arising, for which he is responsible under the terms of Contract, and also for all loss and damage arising from improper workmanship, earth quake, floods, fire and like in such manner that the Owner and the Contractor are covered for the period upto 3 months after the entire work/installation is certified complete. The value of the insurance cover should be adequate to cover the replacement value of the material and services.

40.3 All payments received from the insurer under the said policy or policies shall be first received by the Owner and shall be paid to the Contractor in instalments for the purpose of rebuilding or replacement or repair of the Works and/or goods destroyed or damaged as the case may be. However, any delay in receipt of insurance claim amounts shall not entitle the Contractor to any claim on the Owners nor shall it entitle them for any extension in the date of completion.

41. Insurance against accident or injury to Workers:

41.1 The Contractor shall be responsible for the safety of Contractor's property, materials, all employees or workmen engaged by them or their Sub-contractors in connection with the Work and shall forthwith report to the Project Manager any incidence of accidents causing damage to property or injury to personnel, however and wherever caused in the Works, and shall make adequate arrangement for rendering all possible aid to the victims of such accident. Contractor shall be obliged to pay any compensation to the employees or workmen employed by the Contractor in the execution of the Work, in accordance with the Workmen's Compensation Act or any other Statute as may be applicable.

41.2 The Contractor shall continue such insurance during the whole of the time that any persons are employed by them or the Sub-Contractors on the Works.

42. Third Party Insurance:

42.1 Before commencing the execution of the Works, the Contractor shall insure against their liability for any materials or physical damage, loss or injury which may occur to any property including that of the Owner and to any person including any employee of the Owner, Project Manager, Architect, Engineering

Consultant by or arising out of the execution of the Works or in carrying out of the Contract.

42.2 Such insurance must ensure a minimum coverage to the extent of Rs. _____ (Rupees _____ lakhs) per claim.

43. Insurance - General:

43.1 All insurance covers shall be taken from a nationalized insurance company only. If the contractor desires to take insurance cover from some other insurance company, prior approval from the Owners / Project Managers would need to be taken.

43.2 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 the insurer will indemnify the Owner against such claims and any costs, charges and expenses in respect thereof.

43.3 The Contractor shall provide the Owner and the Project Manager with a copy of each of the Insurance policies and documents taken out by them in pursuance of the Contract immediately after such insurance coverage.

43.4 If the Contractor shall fail to effect and keep in force insurance, as per the terms of contract, the Owner 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 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.

43.5 The Contractor shall be responsible for preparing of all claims and make good for the damage or loss by way of repairs and/or replacement of the portion of the Works damaged or lost. The transfer of title shall not in any way relieve the Contractor of their responsibilities during the period of the Contract including Defects Liability Period.

LABOUR

44. Engagement of Labour:

44.1 The Contractor shall make their 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 by them or the Contractor and any person claiming on their behalf against the Owner in respect of any right or benefit or compensation due to them in their employment. The

Contractor shall indemnify the Owner in case any claim is made on them in this regard.

44.2 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.

44.3 The Contractor shall pay the labour employed by them directly or through Sub-Contractors, wages not less than the minimum wages notified under the Minimum Wages Act.

44.4 The Contractor shall in respect of all labour employed by them 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, Owner's Liability Act, 1938, Workman's Compensation Act 1923, Maternity Benefit Act 1961, Contract Labour (Regulations and Abolition) Act 1970, Building Workers (Regulation and Employment) Act, 1996, Employee's Provident Fund Act, Employees State Insurance 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. The Contractor shall maintain all relevant records of such compliance at Site and provide them for independent inspection/ audit. Contractor's payment claims shall be accepted only on fulfilment of all such compliance.

44.5 The Owner 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.

44.6 The Contractor shall indemnify the Owner against all or any payments to be made under and for the observance of any Act, Rules and Regulations aforesaid without prejudice to their right to claim indemnity from their Sub-Contractors.

44.7 The Contractor shall ensure compliance with the Inter-state Migrant Workmen (Regulation of Employment and Condition of Services) Act 1979 and Rules framed there under all other relevant acts, rules, regulation and by laws.

44.8 The Contractor shall maintain all statutory Registers and include in their 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 their workmen working at the Site, under the ESI scheme and PF Scheme, and directly deposit the required amounts with the concerned authorities. 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. These submittals will be verified/cross

checked by the Owner (HR& Administration Department) & only after its verification the actual payment will be released to the Contractor.

44.9 Labour licenses, wherever applicable shall be obtained at appropriate time and shall be the responsibility of the Contractor and the Contractor shall indemnify the Owner against all such damages and compensation and against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

44.10 The Contractor shall be responsible for compliance of all laws including rules, regulations and notifications made or issued there under, whether by the Central or State Government or any other authority in this regard in respect of or in relation to this Contract.

44.11 The Contractor shall be responsible to maintain all records, documents, books, registers, etc under the various legislations including but not limited to labour and industrial laws, whether or not any such law has been specifically mentioned in the Tender Document or otherwise. The Contractor shall be obliged to provide copies of the documentary evidence in the prescribed form and in such form and format which may be requested by the Owner from time to time.

44.12 The Contractor shall make available to the Owner or the Owners Representatives or consultant, access to copies of all records as may be necessary or may be required by the Owner to demonstrate, ascertain or verify that the Contractor has, in letter and spirit, complied with the applicable laws.

44.13 The Contractor shall apply & obtain at its own cost & risk Labour License under the Building & Other Construction Workers' Act, 1996 and all other applicable acts. The Contractor shall submit a copy of the same to the Owner before execution of the Work. The Contractor shall enclose proof of submission of Labour cess as per Building & Other Construction Workers' Welfare Cess Act, 1996 with every bill. In case the Contractor fails to submit the same shall be recovered from the Contractor's monthly bill.

44.14 The Contractor shall indemnify and shall keep the indemnified the Owner against all or any damages, costs, compensation, consequences including legal fees which the Company may suffer because of statutory noncompliance or failure to take adequate measures in respect of the Work contracted to the Contractor.

44.15 All the employees and contractors deployed for executing the Work under this Contract shall maintain proper discipline as being observed within Owners premises.

44.16 The Contractor shall apply & obtain at its own cost & risk Labour License/registration under the Building & Other Construction Workers' Act, 1996. The Contractor shall submit a proof of submission of application to the Owner before execution of the Work and a copy of the registration certificate before raising the first bill. The Contractor acknowledges and agrees that the

mobilization advance shall not be released without valid registration under the BOCW act.

44.17 The Contractor shall furnish to the Owner a self-declaration, on a monthly basis, undertaking that all statutory compliances have been complied with. The format of this monthly self-declaration is annexed hereto and marked as annexure _____. This furnishing of such declaration is a mandatory condition without which the running account bills of the Contractor shall not be processed by the Owner.

44.18 The Contractor shall before the submission of the bill for final payment shall also submit an inspection report by the enforcement officer/ Asst provident fund commissioner/ Director Safety & Health/ Asst Labor Commissioner having territorial jurisdiction to the effect that there are no non compliances.

45. SAFETY REQUIREMENTS –

NOTE -To be strictly followed and implemented at Site.

45.1 All construction personnel, visitors and any other person on the Project shall wear approved hard hats, colour coded T - Shirts, shoes and an identification badge. These badges must clearly be shown to the security. Persons without badge will not be allowed on the Site.

45.2 All ladders will be factory or shop built. They shall be tied off and extended 1.0m above the landing. Painted ladders are not allowed. Ladders of aluminium alloy would be permitted at Site with adequate rubber bases. Wooden ladders would not be allowed.

45.3 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. All scaffolding shall have clear timber or steel planks with toe boards. It will have handrails extending 36" above the deck. A mid-rail must be provided at 18".

45.4 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.

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

45.6 Job site must be kept free from scrap wood, paper, plastics, garbage, loose and broken materials. Housekeeping will be enforced and each contractor shall be responsible for their own work area. A housekeeping program shall be established and waste disposal will conform to local legislation. Removal of debris and waste shall be carried out without fail on a

daily basis. The Contractor would be required to depute a certain number of workers (which would be communicated by the Project Manager) to the general site housekeeping team which would comprise of workers of the various contractors working at Site.

45.7 All extension cords or electrical cable shall be free of cuts or scuffs. All cords shall have either male or female 3-prong sockets. Bare wire stuff into a receptacle will not be allowed. All sliced wire shall be done with a splice kit, not just turned and taped. All portable electrical equipment shall be inspected by a competent person.

45.8 All electrical equipment will be grounded.

45.9 Each contractor shall have a safety meeting each Monday morning to be attended by all workers of the particular contractor. The person holding the meeting shall have a report stating the names of all persons attending, and topics discussed. These reports would be submitted to the Project Manager every Monday evening.

45.10 Each Contractor shall appoint a safety monitor to monitor their work. All contractor safety monitors shall have a scheduled weekly meeting with Project Manager/ Owners Safety Manager.

45.11 All electrical hookups and connections to power panels, step down transformers and distribution boxes shall be done by a certified electrician.

45.12 All contractors and sub-contractors will submit a weekly report stating all accidents.

45.13 All gas bottles shall be stored upright secured by chain and separated by type. Empty bottles shall be stored in the same manner. Valve assembly caps shall be provided for all bottles.

45.14 No gas bottles shall be rolled or dragged on the ground or concrete. They must be kept upright and moved on a cart and carried.

45.15 No hoses shall be connected to the oxygen or acetylene bottles without a proper working gauges and flashback arrestor.

45.16 All contractors must develop an emergency treatment and medical evaluation procedure. He will set up a working arrangement with local medical doctor to handle injury cases, and provide for other treatment by a specialist or local hospital. Project Manager must be notified immediately of all work injuries.

45.17 Visitors are not allowed on the Site without a visitor's badge, which the Contractor must obtain, for security.

45.18 Project Manager and or security are authorized to inspect all vehicles and personal lunch boxes, packages and bundles entering or leaving the Project.

45.19 All scaffolding shall be manufactured frames, bracing connecting pins and other accessories.

45.20 Project Manager shall have the authority to shut a portion of the Work in progress or all Work of the project if they deem that the Work is being carried out in an unsafe manner, safety equipment is not being used and safety procedures are not followed.

45.21 Provision for sufficient and workable fire extinguisher to be made in each zone of the Site as per directions of the Project Manager.

45.22 The Contractor must maintain an active list of all hazardous substance and be in possession of material safety data sheets.

45.23 The Contractor shall provide at his expense one room of -reasonable dimensions plus toilet facilities for the use of their workers as rest room. The room & toilet shall be well-lit and well ventilated.

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

45.25 The Contractor shall not employ any labour under 18 years of age on the job. If female labour is engaged, the Contractor shall make necessary provisions at his own expense for safeguarding and care of their children and keeping them in Cretch, which will also maintained by the Contractor. No children shall be permitted on the Site.

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

45.27 Welding works wherever carried out should be should undertake using complete protection equipment like, but not limited to glass cover for eye protection and should always be accompanied by a fire extinguisher. Such works should only be undertaken by trained technicians and should always be done in the presence of an extra person.

45.28 For removal of doubt it is specifically clarified that the Contractor and the Contractor alone shall be responsible for compliance with respect to any safety measures as may be required by law or may be prudent as per the accepted industry practice with respect to the works to be executed under this Contract, under any statutory provisions including but not limited to those specifically provided under the Building and Other Constriction Workers (Regulation and Employment) Act, 1996. The Contractor shall, in the capacity

of an employer, being the Contractor for construction activity shall file appropriate notices under the applicable law including but not limited to notice under section 46 of the BoCW Act.

45.29 The Contractor shall be responsible for providing constant and adequate supervision of the Work to ensure compliance with the provisions of laws relating to safety and for taking all practical steps necessary to prevent accidents and shall appoint a legal, regulatory and compliance team or an external agency competent to handle such works to the satisfaction of the owner, at his own cost.

45.30 The Contractor will cause a safety audit to be conducted and if deficiencies are found, the Contractor at his own cost shall be obliged to take such remedial / corrective measures as necessary to ensure compliance of all laws.

45.31 The Owner may conduct such number of safety audits as it deems fit either by itself or through any consultant or third party of its choice and the cost of all such safety audits shall be born by the Contractor. Conducting of such safety audits by the Owner does not discharge the Contractor of his liability with regard to such audits or ensuring safety at Site.

45.32 The Contractor shall be liable to follow all rules, regulations, generally accepted safety standards as per the best practice in the industry, whether written or not. The Contractor shall also be liable to do all that is necessary and prudent in the construction industry whether or not mandated in any law or this Contract. The Contractor shall incorporate in their 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/Project Manager shall have the power to do so and recover the cost thereof from the Contractor.

45.33 All consequences, damages or losses arising by reasons of any violation of safety norms as specified in the Contract 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 the Contractor hereby agrees to indemnify the Owner against the same.

45.34 The Contractor shall at his own cost adhere to and comply with the safety specifications formulated by the Owner. The said safety specifications have been annexed hereto and marked as annexure _____.

Model Rules

The Contractor shall at their own cost comply with or cause to be complied with Model Rules for labour welfare framed by the Government or other local bodies / authorities from time to time for the protection of health and for making sanitary arrangement for workers employed directly or indirectly on the Works. In case the Contractor fails to make arrangements as prescribed, the Owner shall be entitled to do so and recover the cost thereof from the Contractor.

46. Returns of Labour

The Contractor shall furnish to the Site Manager, a return, every fortnight in such detail and form as the Site Manager 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 and wages paid to them and any other information as directed by the Site Manager.

47. Contractor's Site Organization and Equipment

a. Site Supervisor: The Contractor shall ensure continued effective supervision with the help of a qualified, experienced person assisted by adequate staff as ascertained by the Project Manager/Architect/ Engineering Consultant, for the entire duration of the Works. The Site supervisor will be responsible for carrying out the Work to the true meaning of the drawings, conditions of Contract, Specifications, schedule of quantities and Architect's instructions and directions or instructions given to them in writing shall be held to have given to the Contractor officially. Attention is called to the importance of requesting written instruction from the Architect before undertaking any work where Architect's directions or instructions are required. Any such work done in advance of such instructions will be liable to be removed at the Contractor's cost. The Site Supervisor and their technical staff shall not be transferred from the Work without the written prior permission from the Site Manager/Architect.

b. 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 property execution and completion of the Work to the satisfaction of the Site Manager /Architect/Owner.

c. Security: The Contractor shall provide adequate number of watchmen to guard the Site premises, materials and equipment at all times at their expense.

d. Telephone: The Contractor shall make necessary arrangements to install a working telephone line at their own cost and maintain its upkeep. The Contractor shall pay all charges in connection with the same till the completion of the Work.

e. T-Shirts / Helmets / Safety Shoes: The Contractor shall arrange to provide all their staff employed at site (skilled as well as unskilled) with helmets, safety shoes & coloured T-shirts (colour to be decided at the time of award of work

and would be communicated by the Project Manager) with their company/firm name clearly embossed in the front of the T-shirt.

MATERIALS AND WORKMANSHIP

48. Quality of Materials and Workmanship:

All materials and workmanship shall be the best of the respective kinds described in the Contract and in accordance with the instructions and directions of the Project Manager /Architect/ Engineering Consultant shall be subjected from time to time, to such tests as the Project Manager/ Architect/ Engineering Consultant 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 Manager. 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 the Project Manager, Architect and the Engineering Consultant.

49. 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 Manager. Storage and safe custody of materials and equipment shall be the responsibility of the Contractor.

50. Approval of Materials:

a. The Contractor shall supply samples of all materials including those specified by brand names for approval of the Owner/Project Manager/Architect. The Owner /Project Manager/Architect will approve the samples in writing before the Contractor arranges bulk supplies. The cost of arranging/making of test samples, cost of their packing and forwarding and testing charges shall be borne by the Contractor.

b. The Contractor shall at his own cost make a laboratory at Site. On instruction of Project Manager, the Contractor would arrange to get the material tested from an external laboratory approved by the Owner. The frequency of such tests shall be as per IS Code or as may be required by the Owner. The Cost of such tests shall be within the scope of the Contractor and no extra cost to this account will be payable.

c. The Project Manager and the Architect /Engineering Consultant 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 Manager, at

the expense of the Contractor. Consequence arising from delay in submission of samples should be sole responsibility of the Contractor.

51. Quality Control:

The Contractor shall submit to the Site Manager a comprehensive quality approval plan for all materials, equipment's, and things to be provided under the Contract. No material or equipment shall be dispatched by the manufacturer or vendor or brought to Site by the Contractor until the quality of the material or equipment has been established through inspection and tests or through test certificates furnished by the manufacturer. In case the Site Manager accepts such test certificates as sufficient proof that the material or equipment conforms to the Contract Specifications, he shall accord their approval for the dispatch of material or equipment. Additional tests if required by the Project Manager shall be carried out as per the specifications laid down by the Project Manager at the cost of the Contractor.

52. Standard of Workmanship:

To determine the acceptable standard of workmanship, Project Manager/ Site Manager/ Architect/ Engineering Consultant may require the Contractor to execute certain proportions of Works and services under their 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. No extra cost for the preparation of such sample shall be payable to the Contractor.

53. Inspection of Works:

54.1 The Owner /Project Manager, the Architect and 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.

54.2 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 Project Manager / Site Manager when each stage is ready.

54. Examination of Works:

54.1 No work shall be covered up or put out of view without the approval of the Project Manager. The Contractor shall give due notice to the Site Manager and afford them full opportunity to examine any Work, which is about to be covered up or put out of view.

54.2 The Contractor shall open any part or parts of the Works as Project Manager or the Architect/ Engineering Consultant may from time to time direct and shall reinstate and make good such part or parts to the satisfaction of the Project Manager.

55. Removal of Improper Work & Materials:

- a. The Project Manager shall have full powers to order in writing:
- The removal from the Site, within such time as may be specified in the order, of any materials which, in the opinion of Project Manager are not in accordance with the Contract.
 - The substitution of proper and suitable materials, and
 - 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 Project Manager or, in accordance with the Contract.
- b. In case the Contractor defaults in carrying out such order, the Owner 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 or may be deducted by the Owner from any monies due or which may become due to the Contractor.

CONSTRUCTIONAL PLANT, TEMPORARY WORKS AND MATERIALS

56. Contractor to supply all plants, machinery, scaffolding, etc.:

No plant, machinery, scaffolding and tools & tackles will be arranged or issued by the Owner.

57. Materials, Plant Etc. Exclusive Use for the Works

57.1 All constructional plants, temporary works and materials when brought to the Site shall be deemed to be exclusively intended for the execution of the Works. The Contractor shall not remove the same or any part thereof, without the consent, in writing, of the Site Manager, which shall not be unreasonably withheld.

57.2 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.

57.3 The Owner 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 Works executed shall be the responsibility of the Contractor.

DEVIATIONS/ VARIATIONS

58. Extras and Variations

58.1 Project Manager shall have the power to make and order any variation of the form, quality of the Works that may appear to them to be necessary during the progress of the Works. The Contractor shall carry out the Works as directed.

58.2 Variations shall not in any way vitiate or invalidate the Contract.

58.3 No verbal orders by Project Manager /Architect/ Engineering Consultant 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 their responsibility to ask confirmation of the orders and shall proceed accordingly only after the orders are confirmed in writing.

58.4 All altered, additional or substantiated items of work shall be priced at the minimum rate arrived at based on the points mentioned 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 Bill of Quantities at the rate derived from the rate for a similar class of work in the Bill of Quantities as approved by Project Manager and on the basis of Delhi Schedule of Rates 2023 plus/minus the overall quoted % age by Contractor.
- 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 Project Manager on the basis of rate analysis based on 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.
- d. It shall be the responsibility of the Contractor to inform the Architect/Engineering Consultant, under advice to the Project Manager the rate which he proposes to claim for such item of work, supported by analysis of the rate claimed. The Architect/Engineering Consultant shall, within fifteen days, thereafter arrive at an appropriate rate. In case it is not practical for the Contractor to furnish vouchers in support of the cost of materials or such evidence as the Architect/Engineering Consultant may ask, the Architect/Engineering Consultant shall fix only a provisional rate for the purpose of interim payments. The Contractor shall have no right to suspend the work on the plea of non-settlement of the rates.

58.5 In the event of the Contractor's disagreement as to the reasonableness of the rates arrived at by the Architect / Engineering Consultant, the decision of the Project Manager shall be final.

58.6 Validity of Rates: The rates as set out in the BOQ shall be valid for a period of 150 days from the date of quotation.

58.7 The Contractor shall not make any unilateral change in the BOQ or any other part of the Tender document. Any such unilateral change in the BOQ or tender document by the Contractor shall be considered illegal and invalid. Any change in the BOQ shall only be by way of the deviation sheet

59 Deviation Limit:

59.1 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 adjustment in the quoted unit rates.

60 Claims

60.1 The Contractor shall send to the Project Manager every month, an accountgiving full particulars, as full and detailed as possible of all claims for any additional payments to which the Contractor may consider themselves entitled and of all extra work ordered in writing and which he has executed during the preceding month. The bills of the Contractors shall be cleared, only after all payments are made to the workmen and necessary contributions in terms of statutory rules are made. The Contractor shall ensure that a copy of the relevant Variation/extra items approval Register is handed over to the Site Manager, to enable them to clear the bills.

60.2 No claim for payment for any extra Work or expense will be considered which has not been included in such particulars. The Owner 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 Owner in writing that he intends to make a claim for such work and expense and it is certified by Project Manager that such payment was due.

60.3 Any claim which is not notified by the Contractor in two consecutive bills shall be deemed to have been waived and extinguished.

CERTIFICATES AND PAYMENTS

61 Quantities:

61.1 The quantities set out in the Bill 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 fulfilment of their obligations under the Contract.

62 Valuation:

62.1 The Site Manager shall except where otherwise stated, ascertain and determine the value of Work done by measurement in accordance with the Contract.

63 Works to be measured:

63.1 The measurement of work done by the Contractor shall be recorded in the Measurement books by the Site Manager, 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.

63.2 The Project Manager shall, when he requires any part of the Works to be measured, give a reasonable notice to the Contractor who shall attend or send their representative to assist the Project Manager or their representative in making such measurements, and shall furnish all particulars required by them. The Contractor shall provide necessary platform for the safety of the person(s) undertaking the measurements at their own cost.

63.3 The Contractor must give at least three working days clear notice to the Project Manager and the Site Manager before covering up any of the Work in foundation, ceiling, partitions, drains etc. 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 their own expense, to uncover as required to allow the measurements to be taken and afterwards to reinstate the Work satisfactorily.

63.4 Measurements shall be signed and dated by both the Contractor and Project Manager on the completion of each set of measurements. If the Contractor objects to any of the measurements recorded by the Project Manager, 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 Architect/Engineering Consultant or their Representatives.

63.5 If the Contractor fails to attend or neglects or omits to send their authorized representative, then the measurements made by the Project Manager or approved by them 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 7 days of such examination, notifies the Project Manager in writing in which respect the measurements recorded are claimed by them to be incorrect.

64 Method of Measurement

64.1 The Works shall be measured net, notwithstanding any general or local custom, as per the method of measurement set out in the CPWD Specifications - 1977 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). The Owner/Project Manager reserves the right to get the measurements checked/ audited by an independent agency and in such case the claim as settled by the Owner shall be final and binding. In addition, the Owner reserves the right to impose suitable penalties on the Contractor if it is detected that such claims are based on wilful intent.

65 Interim Bills:

65.1 The Contractor shall, as specified in the schedule of fiscal aspects of the Tender 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.

65.2 The Project Manager shall evaluate the quantity of Work executed at site and in consultation with Architect/ Engineering Consultant approve the quality of materials, equipment and workmanship and adherence to the details as per drawings, specifications.

65.3 Payment for items of Work, which are partly completed, shall not be allowed except for material at Site payment if allowed. 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.

65.4 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 Project Manager of any such supplies or works nor shall it in any way affect the rights of the Owner under the Contract.

65.5 From the amount of the interim bill certified, the Project Manager, shall deduct a value of the Work as set out in the Schedule of Fiscal Aspects, towards Retention Money.

65.6 The Project Manager may by any certificate correct or modify any previous certificate and shall have the power to withhold any certificate if, the Works or any part thereof have not been carried out to Owner /Project Manager/ Architect's satisfaction.

66 Final Bill

66.1 Not later than 30 days after the Completion of Work, the Contractor shall submit to Project Manager, 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 them and other recoveries/ deductions to be effected from the Contractor. Within 21 (twenty-one) days of the receipt of final bill and all information reasonably required for verification of the final bill, the Project Manager shall approve and render a certificate to the Owner that he has satisfied himself that the work executed is as per Contract Specifications and to their satisfaction. The Owner shall subsequently release the payment to the Contractor after its through verification within 30 days after receiving the payment certificate from Project Manager.

66.2 No request for the release of ad-hoc payment against the bill shall be entertained.

66.3 An indemnity bond shall be submitted by the Contractor to the effect that he shall indemnify the Owner in case of any financial liability/loss arising on the Owner due to any action or default of the Contractor.

67 Withholding of Payments

67.1 The Project Manager 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 from loss on account of:

- a. Defective work not remedied within the time period given by the Project Manager;
- b. Failure of the Contractor to make payments properly to Sub-contractors for materials or labour or equipment;
- c. Damage to work of another Contractor or Sub-Contractor;
- d. A reasonable doubt that the Contract cannot be completed for the balance unpaid amount;
- e. A reasonable doubt that the Contractor intends to leave Work incomplete;
- f. Due payments not made to their workmen as per labor statutes, in force;
- g. Contractor has not met fully their obligation towards payments of all statutory dues;
- h. Copies of relevant extracts of Statutory Registers not handed over to Site Manager;

68 Change Orders:

68.1 The Owner reserves the right to alter the Scope of Work and consequently the Contract Price shall be suitably adjusted for such changes by reference to the rates in the Schedule of Rates. All change orders shall be issued by the Project Manager after the requisite explanations have been provided by the Architect and prior written consent obtained from the Owner's Representative. The onus shall be on the Contractor to obtain such prior written Approval of the Architect.

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

68.3 If the rates for the additional, altered or substituted work cannot be determined in the manner specified above, then the rates for such work shall be determined on the basis of analysis of rates as contained in publications acceptable to the CPWD.

68.4 If the rates for the additional, altered or substituted work cannot be determined in the manner specified above, then the rates for such work shall be actual consumption of materials, and actual use of labour and plant and machinery, as detailed below:

68.4.1 Cost of materials supplied by the Contractor, at no more than prevailing market rates, actually incorporated in the Work.

68.4.2 Cost of labour actually used at the Site on the Work at prevailing rates of labour.

68.4.3 Cost allocation toward the Work for the use of any plant and machinery at the Site, on actual basis.

68.4.4 [15%] of the actual costs in respect of above, towards Contractor's establishment, water & power charges and all other costs and overhead and profit. Works contract tax shall be paid on change orders as per actual. However, for Owner supply material no profit shall be allowed to the Contractor.

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

68.6 Before any extra work is undertaken by the Contractor, he shall ensure that he has received a specific Change Order, signed by the Owner, from the Owner/Project Manager. No additional payments shall be made to the contractor without prior agreement and receipt of the necessary signed Change Order. Each Change Order shall clearly state the value of the additional work agreed to and signed for by the Owner.

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

delay, to postpone the time for completion of the Work by the period of delay, provided the Contractor has notified the Owner in writing, of such expected delay before such change order is actually issued by the Owner.

69 Deductions for Uncorrected Work:

69.1 If Project Manager deem it inexpedient to correct work damaged or not done in accordance with the Contract, an equitable deduction from the Contract Price shall be made thereof and the Owner/ Project Manager's decision in this respect shall be final.

70 Correction of Work before Completion of Work:

70.1 Project Manager in conjunction with the Architect/Owner 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 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 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.

71 Time - Essence Of Contract:

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

72 Causes of delay for which claims for extension of time may be considered;

72.1 The Contractor shall be entitled to claim for extension of time, subject to the Conditions herein, should he be delayed or impeded in the execution of the Work by reason of the following:

- a. Force Majeure;

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

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

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

72.4 Should any deletions or changes in the scope of the Work reduce the time required to complete the Work under the Contract, then the time savings accruing from such deletions may be considered by the Project Manager in off-setting the durations awarded for an extension of time.

73 No financial or other compensation for delays:

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

74 Compensation for delays caused by Owner:

a. Additional costs associated with an extension of time to the contract period arising from delays caused by vendors or by the Owner shall be the subject of

a claim by the Contractor. All such claims shall be assessed by the Project Manager in a fair and equitable manner.

b. Indemnity: The Contractor shall indemnify, defend and hold and keep indemnified, the Owner from and against all actions, suits, claims costs, liabilities and demands brought or made against the Owner in respect of any matter or thing done or omitted to be done by the Contractor or any of his Sub-Contractor(s) or their employees, workmen, representatives, agents, servants or suppliers in the execution of or in connection with the Work or the Contractor's or Sub-Contractor's performance under this Contract and against any loss or damage to the Owner in consequence of any action or suit being brought against the Contractor or any of his Sub-Contractor(s) or their employees, workmen, representatives, agents, servants or suppliers for anything done or omitted to be done in execution of the Work and the Project coordination services under this Contract, including but not limited to meeting the Project milestones, non-compliance with the applicable laws and regulations of the government and local authorities, not obtaining the relevant licenses and permits, infringing any patents rights and specifically regarding use, storage and disposal of hazardous materials. The obligations of the Contractor under this clause shall survive the termination of this Contract.

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

c. The liability of the Owner shall, notwithstanding anything to the contrary contained herein, whether in tort or by contract, whether for special, incidental or consequential damages, direct or indirect, shall be limited to 10% of the Contract Price.

75 Liquidated Damages / Programme Chart / Milestones:

75.1 The Project milestones shall be identified from the detailed micro project schedule submitted by individual contractor along with the quote. If the milestones are not achieved by the Contractor, the Contractor shall pay to the Owner liquidated damages as contained in the Schedule of Fiscal Aspects for each week/day that the milestones work is incomplete in any way

whatsoever after the date assigned for completion of the milestone work. Extension if allowed has to be obtained in writing from the Project Manager/Owner's Representative well in advance of completion dates.

76 Penalty / Fine:

a. If the Project Manager notifies the Contractor of non-compliance with safety codes as in clause no. 45, the Contractor shall immediately if so directed or in any event not more than 10 hours after receipt of such notice, make all reasonable effort to correct such non-compliance.

b. If the Contractor fails to do so, the Project Manager shall levy fine of Rs.500 per head per day for not wearing personal safety equipment as indicated in this document and Rs.5000 per day towards non-compliance of Site conditions, as indicated in this document.

77 Completion:

a. The Work shall be considered as complete when the Owner/Project Manager has certified in writing on recommendation of Architect/Engineering Consultant.

b. The Defect Liability Period shall commence from the date of such certificate.

c. Should the Owner 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 Owner /Project Manager.

GUARANTEES, MAINTENANCE & DEFECTS

78 Maintenance

The Contractor shall maintain the Works against defects for a period of 12 months reckoned from the 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 Project Manager.

79 Defects

a. The Contractor shall make good, at their own cost, and to the satisfaction of the Project Manager/Architect/Engineering Consultant, all defects, shrinkage, settlement or other faults, arising in the opinion of the Project Manager from Work or materials not being in accordance with the Drawings or Specifications or Schedule of Quantities or the instructions of Project Manager, 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, not less than five years.

b. Such defects, shrinkage, settlement and other faults shall, upon directions in writing of Project Manager and within one week, be amended and made good by the Contractor at their own cost, and in case of default the Owner 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 the Contractor by the Owner or may be deducted by the Owner upon the Project Manager's Certificate in writing from any amount due to the Contractor, and in the event of the retention amount being insufficient to recover the balance from the Contractor, together with any expenses the Owner may have incurred in connection therewith.

c. The Contractor may not maintain staff and labour at Site throughout the Defects Liability Period. However, if any major defects are noted requiring their urgent attention, he shall attend to the same immediately.

80 Rectification of Defects/ Repairs

a. Should the Project Manager/Owner consider, at any time during the construction or reconstruction or prior to the expiration of the Guarantee/Defects Liability Period, that any work has been executed with unsound or imperfect materials or unskilled workmanship or is of an inferior quality an inferior quality or not otherwise in accordance with the Contract, in respect of which the decision of the Project Manager shall be final, the Contractor shall, on demand in writing from the Project Manager 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 their own expense and in the event of their failing to do so within the period specified by the Project Manager in their demand/direction, the Owner may carry out the Work by other means at the risk and expense, in all respects, of the Contractor.

b. If it becomes necessary for the Contractor to replace or renew any defective portions of the Works, plant or installation under this clause, the provisions of this clause shall apply to the portions of the works/plant/installation so replaced or renewed until the expiration of 18 months from the date of such replacements or renewals.

81 Guarantee:

a. Besides guarantees required elsewhere, the Contractor shall guarantee the Work in general, for one year from the date of completion.

b. All required guarantees shall be submitted to Project Manager by the Contractor when requesting Certification of accounts for payment by the Owner.

c. All required guarantees shall be submitted to the Owner /Project Manager in the format given as a pre-requisite to acceptance and payment.

82. Guarantee Certificate

a. The Contract shall not be considered as completed until Guarantee/DefectsLiability Period shall have expired. The Guarantee Certificate for 10yrs stating that the Works have been completed and maintained to their satisfaction and that all the defects notified had been rectified, shall be given by the Project Manager 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 Project Manager.

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

83 Setting Out:

a. The Contractor shall establish, maintain and assume responsibility for the grades, lines, levels and benchmarks. He shall report any errors or inconsistencies regarding grades, lines, levels and dimensions to Project Manager/Architect 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 their own expense rectify such error if so required to the satisfaction of Project Manager.

b. Such identification of grades, lines etc. & establishing the bench marks shall be carried out by a qualified Surveyor on all bench marks to be erected by the Contractor in connection with the Work shall be co-related to the permanent benchmarks established at the Site.

84 Drawings, Specifications etc:

84.1 After the Contract is signed, the Contractor will be furnished with three copies of the Drawings and one copy each of the Conditions of Contract, Specifications and Schedule of Quantities without cost to them for their use until the completion of the Contract.

84.2 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.

84.3 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 or as specified by the Architect.

84.4 No deviations from the Drawings, Specifications and Schedule of Quantities shall be made. Project Manager's interpretation of these documents shall be final.

84.5 Errors or inconsistencies discovered in the Plans and Specifications shall be promptly called to the attention of Project Manager for interpretation or correction. Local conditions which may affect the Work shall likewise be brought to the Project Manager's attention at once. If, at any time, it is discovered that Work 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 and/or rates. The Contractor shall not carry on the Work except with the knowledge of the Site Manager.

84.6 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.

84.7 All Drawings, Specifications and Schedule of Quantities and copies thereof furnished by the Owner /Project Manager are property of the Owner. They shall not be used on any other work and shall be returned to the Owner at their request or at the completion of the Contract.

85 Samples & Shop Drawings:

85.1 After the award of the Contract, the Contractor shall furnish for the approval of Project Manager, samples and shop drawings required by the Specifications or Project Manager. Samples shall be delivered as directed by Project Manager. 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 within 15 days of signing the Contract.

Fore-closure and determination of contract

86 Foreclosure of Contract

a. If at any time after the commencement of Work, the Owner shall for any reason whatsoever, not require the whole or part of the Works specified, the Owner shall give notice in writing of that to the Contractor who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the execution of Work in full but which he did not derive in consequence of the full amount of Work not having been carried out. The Contractor shall be paid at the contracted rates full

amounts for the Works executed at Site and in addition a reasonable amount as certified by the Project Manager for the following which could not be utilized on the Work to the full extent because of the foreclosure:

- i. the amount payable in respect of any preliminary items so far as the Work or service comprised therein has been carried out and a proper proportion, as certified by the Project Manager, of any such items, the Work or service comprised, which has been partially carried out or performed;
- ii. Cost of materials reasonably ordered for the Works which shall have been delivered to the Contractor or which the Contractor is legally liable to accept delivery;
- iii. A sum to be certified by the Project Manager being the amount of any expenditure reasonably incurred by the Contractor in the expectation of completing the whole of the Works in so far as such expenditure shall not have been covered by the payments made to the Contractor;

b. Provided that against any payments due from the Owner under the clause, the Owner shall be entitled to be credited with any outstanding balances due from the Contractor for any advances in respect of materials and otherwise and any other sum which on the date of foreclosing was recoverable by the Owner from the Contractor under the terms of Contract.

87 Cancellation of Contract on Default of Contractor

87.1 The Contract shall stand cancelled if:

- a. 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 Owner first obtained, or shall have an execution levied on their goods or;
- b. if the Project Manager shall certify in writing to the Owner that in their opinion the Contractor has abandoned the Contract or;
- c. time being the essence, without reasonable excuse has suspended the progress of the Works for five days after receiving from the Project Manager written notice to proceed, or
- d. despite previous warnings by the Project Manager, in writing, is not executing the Works in accordance with the Contract,
- e. or is persistently or flagrantly neglecting to carry out their obligation under the Contract, or

f. has in defiance of the Owner or their authorized representative's instructions to the contrary, assigned any part of the Contract, during the term of the Contract,

g. has suspended work for a total period of more than 15 (fifteen) days

Provided this clause and sub clause (e) will not apply if the Work is suspended as per instructions from Project Manager then the Owner 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 their obligation or liabilities under the Contract, or affecting the rights and powers conferred on the Owner by the Contract and may either themselves complete the Works or may employ any other Contractor to complete the Works. The Owner 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 Owner may think proper; and the Owner 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 from the Contractor under the Contract.

87.2 The Project Manager shall, as soon as may be practicable after any such determination by the Owner fix and determine ex-parte, or by or after reference to the Contractor and shall certify what amount, if any, had at the time of such determination reasonably accrued to the Contractor and the value of any of the said un-used or partially used materials, any Constructional Plant and any Temporary works.

87.3 If the Owner determines the Contract under this clause, they 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 have been ascertained and the amount thereof certified by the Project Manager. The Contractor shall then be entitled to receive only such sum or sums, if any, as the Project Manager may certify would have been payable to them upon due completion by them after deducting the said amounts. The Contractor shall be paid accordingly.

88 Change in Constitution

88.1 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 reserves the right to determine the Contract and the same consequence shall follow as if the Contract was determined on the Contractor's default.

89 Details of Construction not Specifically Mentioned & Minor Changes

89.1 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 but 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 Architect, the Project Manager shall determine as to whether or not the item involved constituted a constructional detail or minor extra and their decision shall be final and binding.

90 Urgent Repairs

90.1 If, by any reason of any accident, or failure, or other event occurring, either during the execution of the Works or during the Defect Liability Period, any remedial or other work or repair shall, in the opinion of the Project Manager, be urgently necessary for the safety of the Works, the Contractor shall, upon its own expense, immediately carry out such works upon the written direction of the Project Manager, If the Contractor is unable or unwilling to do such work or repair, the Owner may employ and pay other persons to carry out such work or repair as the Project Manager may consider necessary. If the work or repair is so done by the Owner is work which, in the opinion of the Project Manager, the Contractor is liable to do at their own expense under the Contract, all expenses incurred by the Owner in so doing shall be recoverable from the Contractor by the Owner or may be deducted from any monies due or which may become due to the Contractor.

Provided always that the Project Manager shall, as soon after the occurrence of any such emergency as may be reasonably practicable, notify the Contractor thereof in writing.

91 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.

92 Personal Liability

92.1 Neither the Owner nor the Project Manager, Architect/Engineering Consultant or 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.

93 Non-Waiver of Defaults

93.1 Failure of the Owner /Project Manager to insist upon strict performance of any terms and conditions of the Contract or condemnation 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 may have and will not be deemed a waiver of any subsequent default under the terms and conditions of the Contract.

94 Trial Operations, Handing Over, Completion Certificate, IT/Communication,

(For Items of Mechanical/ Electrical Work, Audio/Video, Kitchen, Access Control, Fire Fighting, UPS, etc.)

a. On completion of the installation and before its start-up, each item of the equipment shall be inspected by the Contractor and Project Manager/Architect/Engg. Consultant jointly for the correctness and completeness of the installation. Thereafter Contractor's commissioning/start-up Engineer shall carry out all pre-commissioning tests as specified in the relevant manufacturer's standard in absence of the Indian Standard. Results of pre-commissioning tests shall be signed jointly by the Contractor's Representative and the Project Manager;

b. 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 results of trial operation shall be recorded in the log book, which shall be signed daily by the Representatives of the Project Manager and the Contractor;

c. 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;

d. 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 Project Manager and shall indemnify the Owner if due to not obtaining the approvals, any action is taken against the Owner;

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

95 Performance Tests:

a. Performance tests shall be then conducted at Site, by the Site Manager to determine compliance of every equipment with the specified performance. The Contractor's commissioning and start-up Engineers shall make the unit ready for such tests and assist the Site Manager in conducting the tests;

b. 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 equipment's 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.

96 Final Acceptance/ Completion Certificate

a. 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 Owner upon written confirmation of the Project Manger & Architect shall issue the completion certificate to the Contractor

b. Minor defects which do not affect the safe operation of the equipment at the rated capacity, if accepted by the Project Manager, 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.

c. All equipment, tools and tackles and any special instruments required, for conducting pre-commissioning and performance tests shall be provided by the Contractor at their cost.

97 Use Before Completion Certificate

a. 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 within one week after the time for completion or extended time as the case may be, the Owner 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.

b. The Owner 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 Project Manager 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 Project Manager while the Owner is in possession of the said part or parts of the Site or Works.

98 Price Escalation

98.1 The contracted rates shall be final and binding. No escalation on any account whatsoever shall be allowed during currency of project.

99 Price Adjustments

99.1 The rates quoted by the Contractor and accepted by the Owner 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/exchange rates, increase in duties, taxes/and any other levies/ fees etc.

100 Water Supply

100.1 Water required for the Work shall be arranged by the Owner at predetermined points within or outside the building through a bore well, free of cost. Further distribution shall be the responsibility of the Contractor. The power required for running of bore well will be arranged by the Contractor. In case of failure of bore well, the Contractor must make own arrangement for water. No claim of water shortage shall be accepted by the Owner for any stoppage of work or delay or damage to any construction for want of water. Contractor's rate shall be inclusive of any contingency arising out of this. If any treatment of construction water is required, he shall do so at his own cost.

101 Electricity

101.1 The contractor shall arrange a connection from local electricity board on behalf of the Owner for temporary power (100KVA approximate) at his own cost required for the construction work (For small power, general area lighting etc except batching plant). Necessary documents required for arranging such power shall be facilitated to the Contractor by the Owner and all fees/ incident charges required to arrange such connection shall be borne by the Contractor. No extra claim to this effect will be entertained. All operational/consumption of electricity charges shall be recovered from the Contractor on actual basis from time to time

101.2 Contractors will also be required to distribute this electricity further at their own expense in strict accordance with the Specifications laid down for construction power. Contractors are required to obtain prior permission to use equipment run on electricity from the Site Manager, giving complete details of the equipment, its numbers, utility and all other information required by the Site Manager. No claim of shortage of electricity shall be accepted by the Owner for any stoppage of work or delay or damage to any construction for want of electricity. In case of failure of temporary power from local electricity board the Contractor will maintain a DG set of 125 KVA readily available at site as back up arrangement. Contractor's rate shall be inclusive of any contingency arising out of this.

101.3 N. A

In any case the contractor shall arrange power required for running of the batching plant on his own.

102 Working at all heights

102.1 Item rates quoted by the Contractor in the Bills of Quantities shall include allowance for executing work at all heights above the ground level, except where specific provision has been made to measure work separately at different heights. Method of measurements given in the CPWD Specification 1977 and in the Indian Standard Method of Measurement with latest amendments shall be deemed to be modified accordingly.

103 Performance & Guarantee Test

- a. The final test, as the performance and guarantee test, shall be conducted at Site, by Architect/Engg. Consultant/ Project Manager. The Contractor commissioning and start-up engineers shall make the unit ready for such test and assist Architect/Engg. Consultants / Project Manager in conducting such tests. Such test will be commenced within a period mutually agreed upon after the successful completion of trial operations.
- b. These tests shall be binding on both the parties of the Contract to determine compliance of equipment with the performance guarantee.
- c. 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 Project Manager.
- d. 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.
- e. 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 equipment's as required to enable it to meet the guarantees. In such cases, performance and guarantee test shall be repeated within 15 days, 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.

104 Approval from Authorities

104.1 The Contractor shall be responsible for obtaining all necessary/applicable statutory approvals from the relevant municipal / statutory bodies. The Contractor would assist the Owner in obtaining any applicable approvals/ certificates from the various Local Authorities, besides those that the Contractor is directly responsible for obtaining, if applicable

including but not limited to the Electrical Inspector, LiftInspector, Fire Department etc. before the Works can be put in commercial use by the Owner.

105 Jurisdiction:

105.1 All matters arising out of or in any way connected with this Agreement shall be deemed to have arisen in Delhi and only the Courts in New Delhi shall have jurisdiction to determine the same.

106 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. 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 Project Manager for the proper installation of the finishing elements. The Project Manager's decision in this respect shall be final and binding on the parties concerned.

107 Settlement of Disputes

Any and all disputes, controversies and conflicts („Disputes“) arising out of the Contract between the Parties or arising out of or relating to or in connection with the Contract or the performance or non-performance of the rights and obligations set forth herein or the breach, termination, invalidity or interpretation thereof shall be referred for arbitration in terms of the Arbitration and Conciliation Act, 1996 or any amendments thereof.

Prior to submitting the Disputes to arbitration the parties shall resolve to settle the Disputes through mutual negotiation and discussions which will be chaired by the Project Manager. The parties shall furnish the details in respect to the Disputes or claim along with all the documents and written submissions to the Project Manager. In the event that the said Disputes are not settled within 60 days of the arising thereof, the same shall finally be settled and determined by arbitration in accordance with the Arbitration and Conciliation Act, 1996 or any amendment thereof. place of arbitration shall be New Delhi and the language used in the arbitral proceedings shall be English. Arbitration shall be conducted by a sole arbitrator. The sole arbitrator shall be appointed by Director of Ferrous Infrastructure Pvt Ltd.

The arbitral award shall be in writing and shall be final and binding on each party and shall be enforceable by court of competent jurisdiction. None of the Parties shall be entitled to commence or maintain any action in a court of law upon any Dispute arising out of or relating to or in connection with this Agreement except for the enforcement of an arbitral award or as permitted under the Arbitration and Conciliation Act, 1996. Pending the submission to arbitration and thereafter, till the sole arbitrator renders its award or decision, the Parties shall, except in the event of termination of

this Agreement or in the event of any interim order/award is granted under the aforesaid Act, continue to perform their obligations under the Contract.

108 Indemnity

108.1 The Contractor shall indemnify, defend and hold and keep indemnified, the Owner from and against all actions, suits, claims costs, liabilities and demands brought or made against the Owner in respect of any matter or thing done or omitted to be done by the Contractor or any of his Sub-Contractor(s) or their employees, workmen, representatives, agents, servants or suppliers in the execution of or in connection with the Work or the Contractor's or Sub-Contractor's performance under this Contract and against any loss or damage to the Owner in consequence of any action or suit being brought against the Contractor or any of his Sub-Contractor(s) or their employees, workmen, representatives, agents, servants or suppliers for anything done or omitted to be done in execution of the Work and the project coordination services under this Contract, including but not limited to meeting the Project milestones, non-compliance with the applicable laws and regulations of the government and local authorities, not obtaining the relevant licenses and permits, infringing any patents rights and specifically regarding use, storage and disposal of hazardous materials. The obligations of the Contractor under this clause shall survive the termination of this Contract.

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

108.3 The Contractor shall also keep the Owner indemnified and hold harmless, against all claims, losses, damages, costs, expenses of any nature, whatsoever, on account of any defect in material or workmanship or otherwise in the Works carried out by the Contractors, its Sub-Contractor, agent, representatives etc.

108.4 The Contractor shall also keep indemnified and hold harmless the Owner against any loss or damage arising out of or in relation to the Contract due to a breach of the terms and conditions of the Contract, any third-party

claims or liability arising out of any act or omission on the part of the Contractor.

109. ETHICS AND CODE OF CONDUCT

a. The Contractor will conduct all its dealings in a very ethical manner and with the highest business standards.

b. The Contractor will provide all possible assistance to the Owner in order to investigate any possible instances of unethical behavior or business conduct violations by an employee of the Contractor. The Contractor will disclose forthwith any breach of these provisions that comes to its knowledge to allow for timely action in their prevention and detection.

c. The Contractor will adopt appropriate processes to prevent offering any illegal gratification in the form of bribes or kickbacks either in cash or in kind in the course of all dealings with the Owner. Any instances of such violations will be viewed in a serious manner and the Owner reserves the right to take all appropriate actions or remedies as may be required under the circumstances.

d. The Contractor is required to confirm its compliance to ethical dealings on an annual basis by signing a certificate to this effect substantially as per the standard certificate annexed herein as Annexure _____.

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

110. GENERAL:

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

111. DRAWINGS:

i. Contract Drawings duly signed by the Architect are diagrammatic but shall be followed as closely as actual construction permits. Any deviations made shall be in conformity with the direction of the Project Manager and with the prior approval of the Project Manager.

ii. Structural drawings shall take precedence over Architectural drawings, which in turn shall take precedence over services drawings in regard to all dimensions.

iii. The Contractor shall verify all dimensions at the Site and bring to the notice of the Project Manager discrepancies if any, the Project Manager's decision in this respect shall be final.

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

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

113. INSPECTION AND TESTING OF MATERIALS;

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

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

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

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

114. REFERENCE DRAWINGS:

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

115. SHOP DRAWINGS:

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

- a. Construction and installation details for shuttering and formworks
- b. Structural Steelwork, especially joint details
- c. Metal Sheet Roofing: Laps, Ridges, Gutters, etc.
- d. Metal Sheet Cladding and structural glazing details.
- e. For specific areas requiring detailing as called for by the Project Manager/ Architect.
- f. Manufacturer's and/or Contractor's fabrication drawings for equipment supplied by Contractor.

A. All the shop drawings shall be prepared on computer through AutoCAD System. Within 7 days after the issue of award of the contract and initial set of working drawings, the Contractor shall furnish, for the approval of the Architect/Consultant, four sets of detailed shop drawings of all equipment and materials as required by the Architect/ Project Manager. Each item of equipment/material proposed shall be a standard catalogue product of an

established manufacturer strictly from the List of Approved Makes and Manufacturers

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

C. Manufacturers drawings, catalogues, pamphlets, equipment characteristics data, performance charts and other documents submitted for approval shall be in 4 (four) sets. Each item in each set shall be properly labelled, indicating the specific services for which material or equipment is to be used, giving reference to the governing section and clause number and clearly identifying in ink the items and the operating characteristics. Data of general nature shall not be accepted.

D. Samples of all finishing materials like granite, tiles, paints, glass, fixing accessories etc other than materials so specified shall be submitted to the Owner/Project Manager prior to procurement. These will be submitted in triplicate for approval and retention by Project Manager and Architect and shall be kept in their site office for reference and verification till the completion of the Project.

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

F. Where the Contractor proposes to use an item of equipment, other than that specified or detailed on the Drawings, which requires any redesign of the structure, partitions, foundation, piping, wiring or any other part of the mechanical, electrical or architectural layouts; he shall inform the Project Manager/ Architect well in advance and no delays resulting from such redesign shall not be admissible. He shall also submit all related information as may be required for such redesign to the Architect/ Project Manager.

G. Where the work of the Contractor has to be installed in close proximity to, or will interfere with work of other trades, he shall assist in working out space conditions to make a satisfactory adjustment. If so directed by the Construction Manager, the Contractor shall prepare composite working drawings and sections at a suitable scale not less than 1:50, clearly showing how his work is to be installed in relation to the work of other trades. If the Contractor installs his work before coordinating with other trades, or so as to cause any interference with work of other trades, he shall make all the necessary changes without extra cost to the Owners.

H. Within 4 (four) weeks of approval of all the relevant shop drawings, the Contractor shall submit four copies of a comprehensive variation in quantity statement, and itemized price list of recommended (by manufacturers) imported and local spare parts and tools covering all equipment and materials in this Contract. The Owner's site representative shall make recommendation to Owner for acceptance of anticipated variation in contract amounts and also advise the Owner to initiate action for procurement of spare parts and tools at the completion of Project.

116. COMPLETION DRAWINGS:

On completion of the Work, the Contractor shall submit three (3) complete sets of the Site produced drawings and marked up prints of "AS BUILT" drawings verified and approved by the Architect to the Project Manager. The details to be shown in these drawings shall be as called for by the Project Manager. During the execution of the Works a set of drawings shall be retained in the Contractor's Site Offices for the exclusive purpose of recording changes made to the Work as the construction proceeds.

117. TESTING OF INSTALLATIONS:

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

118. SITE INFORMATION:

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

The Contractor shall obtain all information relating to local regulations, by-laws and all regulations applicable to the Work or applicable profession. Any claims in this regard shall be inadmissible.

119. SITE INSTRUCTION FILE:

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

120. TIME FOR COMPLETION OF WORK:

The date of commencement of the Work shall be the date of issue of letter of intent and completion will be 12 months from the date of letter of intent.

In case the Contractor fails to meet the above stipulated completion period, Contractor shall be liable to pay to the Owner liquidated damages as specified in clause 76 of General Conditions of Contract.

In addition to the overall time period, the Contractor shall provide access to erection Sub-Contractors, employed directly by the Owner.

121. PHOTOGRAPHS:

Besides submitting progress charts, reports, etc., the Contractor shall submit progress photographs as directed by Project Manager, every four weeks.

122. PROFESSIONAL INTEGRITY AND TEAM SPIRIT:

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

123. QUALITY ASSURANCE AND CONTROL PROGRAMME:

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

124. CONTRACT DRAWINGS:

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

125. ENTRY TO THE SITE:

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

126. FIRE PRECAUTIONS:

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

127. PERFORMANCE BOND:

The Contractor shall furnish a performance bond in the form of a bank guarantee from a scheduled bank approved by the Owner, for the value of 5% on the total value of work within Ten (10) days of date of award of Work. The Bank Guarantee shall be in the approved format and valid till 90 days after the expiry of the Defects Liability Period.

128. DRILLING, CUTTING ETC.:

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

129. APPROVAL BY STATUTORY BODIES:

Commencement certificate, no objection certificate and occupation certificate:

The Owner's Representative will handle Commencement Certificate, No Objection Certificate and Occupation Certificate if applicable.

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

130. LABOUR WAGES:

The Contractor shall have no claim whatsoever, if on account of any rules and regulations or otherwise, he is required to pay wages in excess of fair wages

131. MOBILISATION ADVANCE:

No Mobilisation advance will be paid to the successful bidder.

132. OWNER'S, PROJECT MANAGER'S & ARCHITECT'S OFFICES & FACILITIES As applicable.

132.1 The Contractor shall supply, erect and satisfactorily maintain in good repair until final completion of the Project, a well-lighted temporary site office at no additional cost with the following facilities:

- a) Free drinking water, power and lighting as required for the duration of the Project.
- b) Sanitation facilities for the duration of the Project.
- c) One small pantry with dedicated office boy during office hours.
- d) other details as indicated in the enclosed drawings (Drawings to be prepared & issued by Architect along with Tender)
- e) Air-conditioned office for the Project Manager and the Owner's Representative including office furniture and air-conditioned conference room with necessary furniture (24-seater table & chairs), display shelves and marker board etc.

132.2 The site office drawing is enclosed in Vol. 3 along with other drawings (Architect will attach these drawings later on). The contractor should ensure that the construction of site office at site is as per the specifications and details in the drawings.

132.3 The Contractor shall provide at all times for the duration of the Contract, survey instruments for the exclusive use of Architect/Project Manager/Owner/Owner's Representative for carrying out of their duties in connection with the Contract. Such instruments which must be approved by the Architect, shall include but not limited to the following:

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

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

133. TESTING FACILITIES:

The Contractor shall maintain a testing lab with the following minimum testing facilities:

- a) VICAT Apparatus for determining the setting time of cement.
- b) Concrete cube testing machine.
- c) 15 CMS cubes (30 sets).
- d) Core cutters (6 sets).
- e) Sieves of various sizes (2 sets) for testing concrete aggregates.
- f) Heaters (2 sets).
- g) Weighing Balance.
- h) Slump Cone (2 nos)
- i) Oven.
- j) Measuring Jars (6 nos).

The above testing facilities are minimum to be maintained, but shall not be restricted to the above list only. Whenever further test is to be required by Owner/Project Manager/Architect the contractor would get these tests conducted in a authorized testing laboratory at their own cost. No extra claim to this effect shall be entertained.

The testing laboratory with all facilities to be established within 15 days of place of letter of Intent.

134. REPORTS BY CONTRACTOR:

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

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

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

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

134.5 Further progress charts and schedules shall be prepared by the Contractor as directed by the Architect/Project Manager.

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

- a) Quality Assurance and Control System (Sample format).
- b) Realistic construction programme/schedule.

135. NAME BOARD:(NOT APPLICABLE)

A name board about 8'x 4' as per drawings shall be made and displayed at the Site at some approved place. The contents of the board shall be as follows: -

1. Name of the Project.
2. Name of the Owner/Owners.
3. Project Manager/ Architects with their address.
4. Contracting Agency.

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

136. CONCRETING EQUIPMENT'S / READY MIXED CONCRETE:(NOT APPLICABLE)

The Contractor shall install the following plant and equipment at site

- A. Automatic batching plant of output 30 Cu M (minimum) of concrete per hour
- B. Transit mixers
- C. Vibrators
- D. Boom pump

In case the batching plant at the Site is not in working condition, or the 28-day design test result of the trial mixes are not available or satisfactory at the time of concreting or the capacity is insufficient to meet the concreting demand per the agreed bar chart and milestones set the Contractor should procure ready mixed concrete (RMC) from an outside agency to meet the committed deadlines. No additional costs will be payable for this outside. Agreed contract rate for all the concrete items shall only apply.

137. SITE BARRICADING:

The Contractor shall at his own cost provided around site temporary barricading with bellies / bamboos and 24 gauge corrugated galvanized iron sheets up to 2mtr height until the completion of the Project.

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

For all the above-mentioned items, a written variation order signed by the Owner's Representative and Project Manager has to be immediately obtained before procurement and execution. No payments will be entertained without the written variation order signed by Owner and Architect. The onus shall be on the Contractor to obtain such prior written variation order from the Owner's Representative and the Project Manager.

139. CLOSING OF ALL OPENINGS:

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

140. ASSOCIATED CIVIL WORKS:

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

141. POWER REQUIREMENT:

The Contractor shall submit with their tender, their requirement of power at each of their equipment along with the number of equipment proposed for use at Site.

142. OTHER DOCUMENTS TO BE SUBMITTED:

The contractor shall submit with the tender the following documents:

1. Detailed schedule of project must be created on MS Project and all activities must be linked.
2. Detailed organization chart for the Project giving details of all staff to be deployed including names and bio-data of managerial and engineering staff.
3. Quality Plan for the project along with:
 - a. List of relevant IS codes
 - b. List of testing equipment to be maintained at Site.
 - c. List of mandatory tests
 - d. Role, Responsibility, Authority matrix for quality implementation

4. List of plant, machinery and shuttering to be deployed for this Site.
5. List of Sub Contractors, if any.
6. List of deviations from the:
 - a. Terms of the contract
 - b. Specifications mentioned in Volume III
 - c. List of approved makes and vendors
7. Any requirements for the successful completion of the Project must be mentioned clearly.
8. The labour wages to be submitted.

Seven days after the award of work, the contractor shall submit:

1. Insurance as detailed in the Schedule of Fiscal Aspect
2. Cash flow plan for the project
3. Site utilization plan.
4. Safety plan for the project including the proposed organizational set up.
5. Shop drawings if so required

SCHEDULE OF FISCAL ASPECTS

Commencement of work	The work shall commence within 7 days of issuance of LOI (Letter of Intent) by M/s Ferrous Infrastructure Pvt Ltd .
Earnest Money	Rs.50 Lacs/- (Rupees fifty lacs Only) as a NEFT/RTGS/bank guarantee in the approved format or as ademand draft in favor of M/S Ferrous Infrastructure Pvt Ltd payable at New Delhi.
Performance Bond	Rs 50.00 Lacs in the formof scheduled Performance bank guarantee to besubmitted up on issue of the order and valid till 90days after completion of work in approved format asacceptable to M/S M/S Ferrous Infrastructure Pvt Ltd

Interim Bills	One bill per month subject to the amount being atleast Rs 50.00 Lacs and shall be addressed to M/S Ferrous Infrastructure Pvt Ltd. The bills in quadruplicate shall be submitted to the Project Managers 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.
Retention Money	2.5% of the value of work done in each interim bill up to a maximum of Rs 50.00Lacs.
Release of Retention	100% Retention money will be released only when the contractor or vendor gives a Bank Guarantee in favour of M/S Ferrous Infrastructure Pvt Ltd , valid for Defect Liability Period plus 90 days for claim. The Bank Guarantee should be of the same value as the retention money being released.
Tax Deduction at Source	Tax, direct or indirect, present or future, including WCT shall be deducted, as applicable, at source in accordance with the statutory requirements from all payments made to the Contractor, including that in respect of the Mobilization advance, if paid.
Date of Completion of the Work	18 (Eighteen) Months from the date of Issue of the LOI
Defects Liability	Six 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 1 (one) month of completion of works.
Running Bills certification	<p>with all clarifications requested by the Project Manager and the Owner's Representative. The Contractor shall be paid by the M/s Ferrous Infrastructure Pvt Ltd within 30 days of receipt of the Project Managers certificate for payment.</p> <p>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 manpower/labors engaged for a particular month. These submittals will be verified/cross checked by M/S Ferrous Infrastructure Pvt Ltd. (HR & Administration Department) & only after its verification the actual payment will be released to the Contractor.</p>

<p>Rate only items, non-tendered /extra items and quantities exceeding the tendered quantities</p>	<p>For all the above-mentioned items, a written variation/ change order approved by the Architect / Interior Designer and issued by the Owner's Representative and Project Manager has to be immediately obtained before procurement and execution. No payments will be entertained without the written variation order approved by the Architect and issued by the Owner and Project Manager. The onus shall be on the Contractor to obtain such prior written variation order.</p>
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Insurance	The Contractor All Risk Policy including Earth Quake, Terrorism, Third Party liability including cross liability up to 10% of the contract value or Rs. 10.00 crores whichever is less, Normal deductibles as per IRDA guide lines shall be taken by the Owner jointly in the name of Owner and Contractor. The policy shall be in full force for full amount during contract period / extended contract period. Cost for the same shall be recovered fully from the Contractor. Workman compensation Policy, Copies of all relevant documents to be submitted to the Owner
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 by M/S Ferrous Infrastructure Pvt Ltd 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.

ANNEXURE A

FORMAT FOR DECLARATION OF CURRENT WORKS

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

S.no.	Name of work & location	Value of the work	Value of work that remains to be executed	Any disputes pending

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

PLACE: SIGNATURE OF THE TENDERER
DATE: WITH SEAL AND ADDRESS