**GCC – Build Works**

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**IoT Lab Setup**

**Notice Inviting Tender**

**NASSCOM** having its Registered Office at Plot No. 7-10 NASSCOM Campus, Raipur Khadar, Sector 126, Noida, Uttar Pradesh 201303 (hereinafter referred to as the “Client”) invite limited tenders from the pre-qualified contractors for supply and installation of glass and gypsum partition for rooms, electrical work, ESD and furniture & fixtures at 3rd Floor, NASSCOM CoE- IoT, #29/A (E), 27th Main, 7th Cross, Sector 1, HSR Layout, Bangalore – 560102 NASSCOM CoE IoT , Bangalore , PIN Code 560102 (Hereafter referred to as “**The Site”**).

1. The Nontransferable Tender documents comprise of two parts:

Part I- Technical Bid

* 1. Notice Inviting Tender
  2. General Conditions of Contract, Special Conditions of Contract
  3. Technical and Financial Evaluation Checklist

Part II-Commercial Bid

* 1. List of makes
  2. Draft Schedule of Quantities (BOQ)
  3. Test Fit tender Drawings (Soft copy)

1. The scope of work in this tender is for all the works Comprising and NOT LIMITED to:
2. **Build works for the Client,** **more fully described in the Bill of Quantities.**
3. **Tender documents are to be returned duly completed and signed as stipulated in the Tender Summary / Memorandum. No alteration of any kind shall be made in the tender documents. If the tenderer deems it essential to alter anything, he may do so in the attached Commercial/Technical Deviation Sheet.**
4. The Tender, sealed and endorsed with the name of the work clearly written thereon, should be delivered at the address indicated in the memorandum, on or before the due time and date specified. Tenders will be opened at the office as indicated in the memorandum.
5. Tenders that are not in accordance with the notification will not be entertained.
6. The Client reserves the right to extend the period, to reject any or all the tenders and/or to accept the lowest or any other tender, in whole or in part, without assigning any reason whatsoever thereof.
7. Period of Completion
   1. The entire scope of Package works as per the Bill of Quantities to be completed in all respects shall be as per tender within 45 days from the date of final agreement on the BOQ and terms. The issue of Work Order will proceed in a manner in accordance with the schedule laid down in the documents.
8. The tenderer should examine carefully the accompanying tender documents and obtain all the information including inspection at site at his cost, prior to submission of his tender. Tenderer are deemed to have inspected the site and to have made all investigations regarding the nature, extent and scope of work to be executed. No claim of any kind shall be entertained at any time, on account of lack of knowledge of the details thereof, such as: climatic, law and order, labor conditions, site conditions etc.
9. The tenderer shall quote all-inclusive rates. The rate shall include all applicable taxes, levies, duties, cess etc. There shall be no extras on any account whatsoever, excluding the statutory variations after award of contract. The sum payable shall be calculated on the basis of the unit prices specified in the contract and of the work actually executed in accordance with Drawings, technical specification and Bill of Quantities. GST as applicable on the transaction shall be calculated and shown separately in the Price schedule. The Quote shall show the tax components applicable separately from the base price. If the price quoted is inclusive of all taxes, the percentage of tax considered shall be mentioned.
10. This tender, together with the final letter of offer by contractor after due negotiation and with the Client’s written acceptance by way of a Work Order, any other agreed conditions / documents, including but not limited to the drawings, specifications, bill of quantities, appendices etc., shall constitute a binding contract between the Client and the contractor on the execution of the Contract.
11. The tenderer, whose tender is accepted, shall be called as "The Contractor".
    1. Water: Tapped water will be available on the floor.
    2. Electricity: Electricity will be provided at a few points Though the facility has DG set but if required contractor shall make alternate arrangement (such as DG) in case of power failure/in delay of power supply (temporary or permanent) due to statutory or any other reasons, as directed by the Client.
12. Upon acceptance of the tender, the rates quoted shall be fixed, firm and final and shall remain valid for the complete duration of the contract and completion of project and no escalation in rates shall be permitted for any reason whatsoever.
13. The Client reserves the right to make changes by giving in writing to the terms and conditions of the contract and the amended terms and conditions shall bind the parties.
14. The Tenderer agrees that any communication made by it to the Client or the Project Managers, which relates to the terms and conditions or in any manner pertaining to the contract, shall not bind the Client or the Project Managers unless the same is incorporated in the terms and conditions and signed by the parties.
15. The tender shall remain valid and open for acceptance for a period of 60 days from the specified date of receipt of tender. This can be extended, if necessary, only with the written consent of the tenderer. Vendor if required may change only after 60 days.

## Tender Form

To,

K-tech CoE- IoT

KEONICS, #29/A (E), 27th Main,

7th Cross, Sector 1, HSR Layout, Bangalore – 560102

Dear Sir,

Having examined the drawings, specifications, designs, technical specifications, preamble and schedule of quantities relating to the works specified in the memorandum hereinafter set out and having visited and examined the site of the works specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender, I/we hereby offer to execute directly, the works specified in the said memorandum within the time specified in the said memorandum at the rates mentioned in the attached schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in conditions of tender, the Articles of Agreement, General Conditions of Contract and Schedule of Quantities and with such materials as are provided for, by, and in all other respects in accordance with such conditions so far as they may be applicable.

I/ We further state that the intent, scope, implications and the spirit stated and implied in these tender documents have been fully understood by me / us and that the offer made by me / us fully complies with the same. I / We agree that the Works put to tender and the offer made by me / us is for construction of the facilities described in various parts of the tender documents to satisfy the functions and standards in terms of quality and quantity laid down in these documents to be completed within the given time frame and conforming to the costs to be mutually agreed to between the Employer and me / us, should my / our offer is accepted by the Employer. In expressing our affirmation as above, I / We further state that I / We have fully understood that the various parts of the tender documents are mutually complementary and are supportive of each other in meaning and intent and that even if anyone part of the tender document by itself describes the intent and scope, it will be taken sufficient and applicable to the other corresponding parts as well. I / We further agree that this basic understanding is accepted by me / us and is incorporated in our offer and as a consequence, I / We accept the decision of the Employer on matters of difference in opinion relating to the above-mentioned issues, if any, will be binding on us.

## Tender Summary/Memorandum

|  |  |
| --- | --- |
| **Description** | **Condition** |
| Location Of work | K-tech CoE-IoT,  KEONICS, #29/A (E), 27th Main,  7th Cross, Sector 1, HSR Layout, Bangalore – 560102 |
| Scope of Work | Supply and installation of   * Glass and gypsum partition for rooms * Electrical work, * ESD * Furniture & fixtures |
| Type of Contract | Item rate & Re-measurable type of contract |
| Receipt of Bids | Sealed closed bids in two envelopes (Part I and Part II) subscribed relevant part I or II number and date of opening the bid.  Soft copies (Word, Excel, AutoCAD) will be required after bid opening.  **Important: Any soft copy or data sent before bid opening will make your bid liable to be rejected.** |
| Submission of Bid | Part I- Technical Bid  Part II-Commercial Bid |
| Opening of Bids (Type) | Closed Bid. |
| Validity of tender | For a period of 60 days from the date of submission of bids during which vendor will not  be able to change the prices however, the terms  shall be applicable till completion of DLP. |
| Issue of Agreement | Within 7 Days from the finalization of Vendor. |
| Mobilization Period | 7 days from the date of Agreement on the Final agreed BOQ and terms. |
| Performance Bond | Bank Guarantee for the value of advance of Contract Value within 5 Calendar days of issue of Agreement, and shall be valid up to the date of grant of the Final Completion certificate. |
| Payment terms | Advance against BG : 50% of total contract value.  Separate running bills will be raised for each of supply and installation of Glass, Electrical, ESD, Furniture & Fixtures and storage work.  For each running bill to be raised not earlier than one week of previous bill raised, after adjusting the pro-rata advance paid, the following will be the payment terms;   * 80% on completion of supply and installation * 15% on measurement, testing, commissioning within one month * 5% on completion of defect liability period or against equivalent BG |
| Time for completion | **45 Days** from date of agreement on the Final agreed BOQ and terms. |
| Working Hours | Noisy works shall be allowed on in evening  hours starting from 6 PM till 6AM or on full Saturday. However, non-noisy works may be carried without interruptions to running office. |
| Defects Liability Period | 12 months from the date of issue of certificate of Provisional Acceptance. |
| Percentage of retention | 5% of the certified value of work done, to be deducted from each RA bill stated above. |
| Indemnity Bond | Indemnify Client from:   * Governing/Statutory Bodies * Sub-Contractors   Any Other Party |
| Termination of Contract | Refer GCC Clause No.13.5 |
| Site Office & Other Facilities | Refer GCC Clause No.16. |
| Contractors All Risk Insurance Policy | Refer GCC Clause No.5.21 |
| Price for Extra Items | Refer GCC Clause No.9.3 |
| Taxes & Duties | The rate shall include any and all applicable taxes, duties, cess, levies etc. There shall be no extras on any account whatsoever, excluding the statutory variations after award of contract.  If the price quoted is inclusive of all taxes, the percentage of tax considered shall be mentioned. |
| Client Supplied Materials and Basic Prices considered. | Refer SCC point 10. |
| Reserved Rights | NASSCOM will reserve the right to descope ESD tables, ESD chairs and digital signage before the award of the contract. |
| Variation | The quoted rates holds good for any variation of +/- 20% for the quantities or for the value of contract in total, whichever is greater. |
| Escalation Clause | No escalation shall be entertained whatsoever  may be the reason during tenure of the project |

* The published BoQ will be filled by bidders, with deviations if any mentioned against individual line items, printed, signed, dated and stamped before putting it in a sealed envelope. This will be put into the box at the office.
* Drawings and Measurements from the vendors are acceptable.**In case of any discrepancies between the conditions listed above and those at any other place in the contract, the most stringent of these conditions shall apply.**

If this tender is accepted fully or part there­of, I/We agree to provide a Performance Bank Guarantee for a sum Equivalent to five percent of the contract value within 15 days from the date of Agreement for the due performance of the contract under the terms of the conditions within stipulated time.

I/We have independently considered the amount shown as liquidated damages under respective clause in this tender and agree that they represent a fair and genuine pre-estimate by you in the event of the work not being completed in time.

I/We have inspected and examined the site and its surroundings and have satisfied myself/ourselves before submitting the tender as to the nature of ground and subsoil, the form, nature and means of access to the site.

I/We agree that the rates quoted shall remain firm and binding for the entire duration of the contract and any additional time taken by the Contractor or extension granted by Client and will also be applicable to any increase/decrease in quantities including deletion of items to any extent of individual items provided in this tender as well as to extra items and variations whose rates can be derived from the items in this contract.

I/We understand that you are not bound to accept the lowest or any other tender and you have the right to accept the whole or part of my/our tender and I/We agree to execute whatever part is accepted by you at the quoted amount for the same. I/We undertake not to claim compensation of any kind whatsoever due to the above.

I/We agree to abide by this that the tender shall remain open for acceptance for a period of 90 days from the date of opening of the Technical bid and I/We agree that this period may extend by mutual agreement and the tenderer shall not cancel or withdraw during this period.

The details called for in the tender, and all submittals are duly filled and enclosed.

The lists showing the Names of manufacturers of specialized items with list of large works carried out by them as required with the requisite details of Technical Evaluation criteria are enclosed.

I/We undertake in the event of this tender being accepted to execute an Agreement in the form annexed hereto. Unless and until such a formal Agreement is prepared and executed this tender, together with your written acceptance thereof, shall constitute a binding contract between us.

I/We agree that any deviation mentioned by me / us shall not form part of Work Order / Contract Agreement unless and until written acceptance is given by **Client.**

Our bankers are:

i)

ii)

The names of partners/Directors /Board Members of our firm/ Company are:

i)

ii)

iii)

iv)

Name of the partner / director of the firm/ company

Authorized to sign :

Or

Name of person having Power of

Attorney to sign the contract. :

(Certified true copy of the

Power of Attorney should

be attached)

Yours faithfully,

For \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(name of the company/ firm/ proprietorship concern)

Authorized Signatory

# Instructions To Tenderers

1. The tenderer is required, at his expense, to obtain all the information he may require to enable him to submit his tender including necessary visits to the site, procurement of necessary materials, labor, etc., and is required to comply with the requirements of the local/government/public authorities in such matters.
2. A schedule of approximate quantities for various items accompanies this tender. The Client / Architects do not accept any responsibility for the correctness or completeness of this schedule in respect of items and quantities and is liable to alteration by omissions, deductions, or additions at the discretion of the Client without affecting the terms of contract. The tenderers should satisfy themselves about the completeness and accuracy of the same before submitting the tender.
3. Clarifications if any, regarding tender documents shall be directed to **Mr.** …………………….) at address as mentioned in the Notice Inviting Tender. The Client/Project Managers shall arrange to conduct a pre-bid meeting on 30-Oct-2021 **at VC/NASSCOM Office,** on any other convenient date which shall be informed 2 days in advance and circulate the clarifications to all the tenderers by mail.
4. No claims as regards for want of information of any particular point or any change in rate or conditions after the opening of tender shall be entertained.
5. Only those tenders fully completed in writing on the form of tender together with all the documents and received by the time and date specified hereunder will be considered. (**All copies of drawings if provided should be returned unmarked**). The intellectual property in the drawings belongs exclusively to the Client. The tenderers are not entitled to use the same for any purpose whatsoever, under any circumstances, other than the fulfillment of the obligations under this contract.
6. **The Tenderer shall affix his seal and signature / signature of his authorized signatory on each and every page of the tender document and other submittals made by him before submission.**
7. If the tenderer makes any alterations in the tender document, the tender may be liable for rejection.
8. All information supporting the tender shall be in English and all entries made by hand and written in ink. There shall be no over-writing or erasure. All corrections should be attested by the tenderer with his dated initials as many times as the corrections occur.
9. The tenderer should fill in the rates tendered in figures as well as in words. The amount for each item should be worked out and the requisite totals indicated.
10. If on check, differences are found between the rates given by the tenderer in words and figures or in the amounts worked out by him the following procedure shall be followed:
    1. Where there is difference between the rates in figures and in words, the rates that correspond to the amounts worked out by the tenderer shall be taken as correct.
    2. Where the amount of an item is not worked out by the tenderer or it does not correspond with the rate written either in figures or in words, then the rate quoted by the tenderer in words shall be taken as correct.
    3. Where the rates quoted by the tenderers in figures and in words tallies but the amount is not worked out correctly, the rate quoted by the tenderer shall be taken as correct and the amount corrected accordingly.
11. The tenderer is required to check the numbers of the pages and should any be found missing or in duplicate or the figures or writing indistinct, he must inform the client and Architects at once and have the same clarified.
12. The tender shall remain valid for acceptance for a period of 90 days counted from the day following the latest date fixed for receiving tenders. No notice shall be entertained regarding any change during this period unless mutually agreed to between the Client and the tenderer.
13. The tender sum and pricing of bill of quantities shall be given in the Indian currency or any other such currency as decided by the Client.
14. The basic prices of processed raw materials and manufactured products must be indicated along with the relevant item of work described in Schedule of Quantities. The contractor shall quote his rates based on the basic rates as indicated.
15. The tenderer whose tender is accepted will be required to enter into a Contract with the Client as per the Conditions of Contract attached herewith which shall prevail. A binding relationship shall arise between the parties on the execution of such contract.
16. The tenderer is required to submit satisfactory evidence of his experience and that of the recently executed works.
17. The Client reserves the right to reject any tender without giving a reason and does not bind himself to accept the lowest or any tender.
18. The tenderer has to read the drawings in conjunction with technical specifications and the Bill of Quantities to obtain all the necessary information for submission of the offer. In the event of any discrepancy between the details and or description given in the bill of quantities, the drawings, and the technical specifications, then the item shall be deemed to have been priced in accordance with the details and / or description given in the following order of precedence:
    * + Bill of quantities (as prevalent at that time)
      + Technical Specifications
      + Drawings
19. In all the cases, it is understood that the details and/or description not specifically mentioned in the Bill of quantities and/or the drawings shall be the same as those mentioned in the technical specifications, unless otherwise specifically clarified by the Client/Project Manager.
20. Any further interpretation of above clauses shall be at the discretion of the Client / Project Managers, whose decision shall be final and binding on the contractor.
21. Tenderer shall furnish the following along with the tender: -

***Commercial Information*:**

1. IT clearance certificate - latest.
2. Latest Balance sheet.
3. Tax clearance certificate.
4. PAN number.
5. GST Registration Number as applicable
6. PF number and Insurance (As Applicable)
7. Details of constitution of the company. (Proprietary / Limited, etc. along with details), along with the latest company profile.
8. Any other document/detail which may be specified by the client

***Technical information*:**

1. Organization Chart of the Company.
2. Proposed Site Organization Chart with Designation of the employees, Brief Resumes, Powers and duties vested with each personnel proposed to be deployed on the work.
3. Construction Programme including Mobilizing, Ordering, manufacture, transportation & delivery, in the form of a Bar Chart on MS Project.
4. Plant, Machinery and Tools proposed to be deployed for the work.
5. Manpower deployment schedule
6. Methodology of working
7. List and Names of Sub-Contractors if any, proposed to be deployed for the various items of work comprising the tender, along with brief profiles / resumes of the sub-contractors and their period of association with the tenderer.
8. Area of space required for site office and storage yard.
9. Copies of quality and safety plan of the tenderer.
10. List of similar works executed in the recent past together with Customer details, Original Contract Period & Actual Completion Period, Principal reasons for delay, if any. The Client reserves a right to make a reference to the Customer if he so deems fit.
11. Any other document/detail which may be specified by the Client

22. **Tender Receipt:**

The **Original completed tender (conditions of contract, technical specification, bill of quantities etc. as issued)** along with **an identical photo copy of the same** (copies to be made by the tenderer at his cost) **in sealed envelope and a soft copy after opening the envelopes for each** shall be received latest by 19 Jan 2022 **15:00 Hrs** and submit to the following address:

**For Client**

**K-tech CoE-IoT**

**3rd Floor, KEONICS, #29/A (E), 27th Main,**

**7th Cross, Sector 1, HSR Layout, Bangalore – 560102**

# Conditions Of Contract

## Part-I: General Conditions

### Definitions and Interpretations

1.1 In the contract, as hereinafter defined, the following words and expressions shall have the meanings hereby assigned to them, except where the context otherwise requires:

\* "Client" means Client. **.**., who will employ the contractor and the legal successors in title to the Client, or any assignee of the Client.

\* "*Contractor*" means the persons, firm or company who’s tender has been accepted by the Client and includes the contractor's personal representatives, successors and permitted assigns.

\* “*Project Manager*” means “” appointed by the Client

*\* “Architects / Architect/ Consultants” mean*s the person nominated by the Client to act as their Design Consultants. The Client has nominated **M/s XXYYZZZ** having their office at ----------(hereinafter referred to as the "Architect") have been appointed by Client. **..,** to act as their Architects / Design Architects for the project**,** who will act as Architects & Engineers for the successful implementation of the Project. The term also includes other Design Consultants appointed by the Architects to act on their behalf for the various disciplines under the scope of this contract.

\* "*Works*" shall include both permanent works and temporary works.

\* “Notice to Proceed or Letter of Intent**”** means the letter issued by the Project Manager to notify the contractor to proceed with the works as specified in this Agreement

*\* “The Site”* means the land and other places on, under in or through which the permanent works or temporary works designed by the consultant are to be executed and any other lands and place provided by the consultant for working space or any other purpose as may be specifically designated in the contract as forming part of the site as more fully described in Appendix A

\* "*Contract*" means the Notice Of Tender, Instruction to Tenderers, all Conditions of Contract, Specifications, Drawings, Priced Bill of Quantities, Schedule of Rates and Prices, correspondence letters concerned to tender, any and all other mutually agreed terms and conditions, Letters of Intent (LOI), the Contract Agreement once completed, and all inclusions of the documents/records mentioned here in

\* "*Contract Price*" means the sum named in the Letters of Intent (LOI) and/or Contract Agreement, subject to such additions thereto and/or deductions there from as may be made under the provisions hereinafter contained.

\* "*Constructional Plant*" means all appliances / equipment or things of whatsoever nature required in or about the execution or Final Completion of the works but does not include materials or other things intended to form or forming part of the permanent works.

\* "*Temporary Works*" means all temporary works of every kind required in or about the execution or maintenance of the works.

\* "*Permanent Works*" means the permanent works to be executed and maintained in accordance with the contract. The details of the Permanent Works are set out in drawings/bill of quantities.

\* "*Specifications*" means the specification referred to in the tender and any modification thereof or addition thereto as may, from time to time be furnished or approved in writing by the Architects and the Client.

\* "*Drawings*" means the drawings referred to in the specification and any modification for such drawings approved in writing by the Architects/ Project Manager and the Client and such other drawings as may, from time to time be furnished or approved in writing by the Project Manager and the Client.

\* "*Approved*" means approved in writing including subsequent written confirmation of previous verbal approval and "approval" means approval in writing, including as aforesaid.

* *Substantial Completion*" - The Date of Substantial Completion of the Work, or designated portion thereof, is the Date certified by the Project Managers, Client. and Architects, when construction of all elements of the “Permanent Works” which are essential to perform its purpose, is sufficiently complete, in accordance with the Contract Documents, so that the Client can beneficially occupy or utilize the Work or designated portion thereof, for the use for which it is intended, as expressed in the Contract Documents, although there may still be miscellaneous punch list items left to be done causing some inconveniences to the Client, provided always that such punch list items of work do not significantly interfere with the intended use of the Permanent works

**1.2 Singular and plural**

Words imparting the singular only also include the plural and vice versa where the context requires.

**1.3 Heading or Notes**

The headings and marginal notes in these conditions of contract shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

**1.4 Cost**

The word "*Cost*" shall be deemed to be all-inclusive also including overhead costs and all taxes whether on or off the site.

### Architect and Project Manager

**2.1 Architect**

* + 1. The Architect / their design sub-Consultant(s) shall depute a site representative for the following:
    2. **Duties of Architect:**

The Architect or any representative of the Architects / their design sub-Consultant (s) shall have power to perform the following actions:

1. Instructions in matters pertaining to the design, drawings and technical specifications and execution of the work.

1. Give notice to the contractor/his representative through the Project Manager, of non-approval of any work or materials, and such work shall be suspended or the use of such materials shall be discontinued until the decision of the Architect / Project Manager, but such examination shall not in any way exonerate the contractor from the obligation to remedy any defects which may be found to exist at any stage of the works or after the same is completed.
2. To inspect and examine the work before covering up.
3. Certification of Bills if referred by the Project Manager for the quality of work recommended by the Project Manager Vide Clause No.12.1
4. To inspect and approve the Mock ups quality of materials and workmanship.
5. Any other act as may be specified by the client by way of a request letter issued in favor of the Architect.

Notwithstanding any of the above, the Architect shall without prejudice perform actions and deeds as also listed elsewhere in this document.

The contractor shall afford the Architect every facility and assistance for inspecting the works and materials.

**2.2 PROJECT MANAGER**

2.2.1 Duties and Responsibilities of the Project Manager.

The Duties and Responsibilities of the Project Manager shall be as follows:

1. Review Master Project schedule.
2. Ensure performance of the contract
3. To verify and certify measurements of the contractor’s bills
4. Coordinate with the consultants for releasing the GFC drawings.
5. Issue and co-ordinate Site operating procedures
6. Set start and control procedures
7. Formulate, implement & ensure safety procedures and code of conduct
8. Monitor the project in relation to the master schedule
9. Organize in house and Client project kick-off meetings
10. Co-ordinate and conduct project review meetings with various Contractors and Architects
11. Co-ordinate procurement of long delivery materials and Equipment
12. Monitor quality of work with special emphasis on the quality assurance plan
13. Initiate reporting systems - daily registers, weekly progress reports, resource allocation and deployment, monthly reports to Client, Safety, accident and reports, Quality control reports, sub-contractor status reports, change order procedures, etc.
14. Certification of Bills as referred in the Clause 12.1.
15. The Project Managershall be responsible for overall operations at site and shall ensure that the work at site is progressing as per the requirements laid down under the various clauses in the contract.
    * 1. The Project Manager and the Client shall have power to give notice to the contractor/to his representative of non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued until the decision of the Project Manager/ Architect, but such examination shall not in any way exonerate the contractor from the obligation to remedy any defects which may be found to exist at any stage of the works or after the same is completed.
      2. The contractor shall afford the Project Manager every facility and assistance for inspecting the works and materials and for checking and measuring work and materials.
      3. Failure of the Project Manager or the Client to disapprove any work or materials shall not prejudice the power of the Project Manager and / or the Client thereafter to disapprove such work or materials and to order the pulling down, removal, or breaking up thereof.
      4. The Project Manager in coordination with Architect is authorized to supervise, test, examine any materials and/or works, to order, cancel, alter, modify, any of the materials, items or works within the frame work of the contract, to approve/reject requests for modifications in works or schedule whether or not such orders, approvals, rejections, etc., involves increase or decrease in the costs or time.
      5. The Project Manager is further authorized to check, correct, modify and certify or reject any bill or requests for payment for the materials, items or works. The Project Manager’s decision in co-ordination with the Architect shall be final and binding.
    1. **Replacement of Project Manager / Architects / Other Consultants**

The Project Manager/ Architects/ Other Consultants may be replaced by the Client, as per the terms of their engagement from time to time and such replacement shall be binding on the Contractor who shall continue to perform its obligations under the Contract and report to the Project Manager/ Architect/ Consultant as may be appointed from time to time by the Client.

### 3. Assignment and Sub-Contracting

#### **3.1 Assignment**

The contractor shall not assign the contract or any benefit or interest therein or there under, without the prior written consent of the Client, otherwise than by a charge in favor of the contractor's bankers of any monies due or to become due under this contract and in accordance with the payment terms under this contract.

#### **3.2 Sub-Contractors**

The Contractor shall submit to the Project Manager a list of Sub-Contractors (not less than three names for any individual discipline) for the approval of the Project Manager. The Project Manager may approve all or any of the names or may reject all of the names, which in its opinion do not meet the prerequisite qualifications. The Contractor shall re-submit a fresh list of names for approval. Further, in the event that none of the names submitted by the Contractor are acceptable to the Project Manager, the Project Manager may suggest names to contractor and the contractor shall appoint any of the suggested persons as he shall deem fit. The Contractor shall be responsible for the acts, defaults and neglects of any sub-contractor, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the contractor, his agents, servants or workmen***.***

The terms and conditions of the contract shall equally be applicable to the sub-contractors and it shall be the sole and exclusive responsibility of the contractor to ensure that they are complied with in respect of the sub-contractor as well. In particular but without limitation, this shall apply to insurance and compliance with law.

The contractor shall co-ordinate and shall be responsible for all aspects of his sub-contractor's work including but not limited to scheduling, delivery, storage, installation, safety at site, testing, commissioning and handing over.

### 4. Contract Documents

#### **4.1 Languages and Law**

The ruling language for the contract and related aspects shall be English.

The contract shall be subject to Laws of Republic of India.

The contractor shall on his own and at his own expense obtain all necessary permits and permissions to execute the job, including required registrations, agents, etc., in all such related matters and also shall indemnify the Client from all project related claims arising from Governing bodies, Sub-contractors and any other party

#### **4.2 Documents mutually explanatory**

Except if and to the extent otherwise provided by the contract, the provisions of the Conditions of Contract shall prevail over those of any other document forming part of the contract, subject to the foregoing, the several documents forming the contract are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies the same shall be explained and adjusted by the Project Manager who shall thereupon issue to the Contractor instructions thereon. Provided always that if, in the opinion of the Project Manager, compliance with any such instructions shall involve the Contractor in any cost, which by reason of any such ambiguity or discrepancy could not reasonably have been foreseen by the Contractor, the Project Manager shall after prior agreement with the Client, certify and the Client shall then pay such additional sum as may be reasonable to cover such costs.

#### **4.3 Drawings and Custody of drawings**

The Intellectual Property in the drawings, including any modified drawings thereof, shall belong solely and exclusively to the Client. The Contractor shall not have any right, title or interest therein. The Contractor shall not use such drawings for any purpose whatsoever other than for the completion of the works. The Contractor shall not make any copies of the drawings other than specifically authorized. On the Substantial Completion of the works, the Contractor shall return to the Client all copies of the drawings in its possession.

The drawings shall remain in the sole custody of the Project Manager, but **three copies** thereof, shall be furnished to the contractor free of charge. The Contractor shall provide and make at his own expense any further copies required by him.

If in case it comes to the knowledge of the client that the contractor (a) is using the drawings for purposes other than for completion of works; and (b) has made or retained copies of the drawings other than as specified herein, the same shall be considered as a material breach of the contract.

#### **One copy of drawings to be kept on site**

One copy of the drawings, furnished to the Contractor as aforesaid, shall be kept by the Contractor on The Site and the same shall at all reasonable times be available for inspection and use by the Project Manager & Architect and their representatives and by any other person authorized by the Project Manager in writing.

#### **4.5 Delay in drawings**

The contractor shall inform and give written notice with all details to the Project Manager whenever planning or progress of the works is likely to be delayed or disrupted unless any further drawing(s) or approval is issued by the Project Manager within a reasonable time. The contractor, after award of work shall furnish along with his construction programme, the drawing requirement schedule for approval by Project Manager.

#### **4.6 Further drawings and instructions**

The Project Manager and the Client shall have full power and authority to supply to the contractor from time to time, during the progress of the works, such further drawings and instructions as shall be necessary for the purpose of the proper and adequate execution and maintenance of the works. The contractor shall carry out and be bound by the same.

### 5. General Obligations

#### **5.1 Contractor's general responsibilities**

The contractor shall, subject to the provisions of the contract, and with due care and diligence, execute and maintain the works and provide all labor, including the supervision thereof, materials, instruments, equipment, constructional plant and all other things, whether of a temporary or permanent nature, required in and for such execution and maintenance, so far as the necessity for providing the same is specified in or is reasonably to be inferred from the contract, or as directed by the Project Manager, that may be deemed to be required for achieving quality and accuracy of work.

The contractor shall take full responsibility for the adequacy, stability and safety of all site operations and methods of construction, provided that the contractor shall not be responsible, except as may be expressly provided in the contract, for the design or specification of the permanent works, or for the design or specification of any temporary works prepared by the Architects.

The Contractor, shall at all times, ensure that the Work or any part thereof is carried out and completed in accordance with the approvals, consents, no-objections, registrations, permissions, sanctions and the like, whether statutory or otherwise obtained by the Client or its consultants or Architects including without limitation the environment clearances, building approvals, height clearances from the Airports Authority, no objection from the department of fire services etc.

To the full extent permitted by law, the Contractor (1) waives and releases any rights to construction or mechanics’ liens or similar liens that it may have on any of the Project, or Project assets, or the property constituting the Project site, and (2) agrees that it will not (and it will require that no consultant or subcontractor or supplier shall) have any such liens on any part of the Project or Project assets, or the property constituting the Project site. At the Client’s request, the Contractor shall execute, and cause the consultant, or subcontractors or suppliers to execute, appropriate additional documents to give effect to this waiver. If, despite the waiver, any such liens are asserted, the Contractor will promptly take whatever reasonable action is necessary to remove them. If the Contractor fails to do so promptly, the Client may do so, and charge all resulting costs, including attorneys’ fees actually incurred, to the Contractor.

**5.1.1 Co‑operation and co‑ordination with other contractors**

The Project Manager/Client shall engage Contractors for other Works in the same site and such Contractors employed by the Project Manager/Client may be working in the vicinity of the said Works. The Contractor shall co‑operate, co‑ordinate and liaise with such other Contractors and adjust his construction program for the completion of Work accordingly so that the Work shall proceed smoothly without any delays and to the satisfaction of the Project Manager/Client and no claim or compensation due to any reason whatsoever will be entertained on this account. The Client will be indemnified by the Contractor for any claims from other Contractors on this account.

No claims will be entertained that arise out of the presence and Work activities of other Contractors and additional costs, if any, on this account are deemed to be included in the quoted rates.

**5.1.2 Closing of Openings, Cutouts, and Chasings etc.**

The Contractor shall undertake any such Openings, Cutouts, Chasings etc. on the already constructed slabs , beams, masonry works etc. as are required to be done for the completion of his own scope of works and shall close all such Openings, Cutouts, Chasings etc. as per the instruction of the Project Manager/Client.

**5.1.3 If the contractor dies**

Where the contractor is an individual, without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Project Manager/Client shall have the option of terminating the Contract without compensation to the Contractor.

**5.1.4 Employees of the Client not individually liable**

No Director, or Official or employee of the Client shall be in any way personally bound or liable for the acts or obligations of the Client under the Contract or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein contained.

**5.1.5 Client not bound by personal representation**

The contractor shall not be entitled to any increase on the Schedule Rates or any other right or claim whatsoever by reason of any representation, explanation or statement or alleged representation, promise or guarantees given or alleged to have been given to him by any person.

**5.1.6 Contractor’s subordinate staff and their conduct**

The contractor, on or after award of the work shall name and depute a qualified engineer having sufficient experience in carrying out work of similar nature to whom the equipment, materials, if any, shall be issued and instructions of the work given. The contractor shall also provide to the satisfaction of the Project Managers sufficient and qualified staff to supervise the execution of the work, competent sub‑agents, foremen and leading hands including those specially qualified by previous experience to supervise the type of works comprised in the contract in such manner as will ensure work of the best quality and expeditious working. Whenever in the opinion of the Project Managers additional properly qualified supervisory staff is considered necessary, they shall be employed by the contractor without additional charge on account thereof. The contractor shall ensure to the satisfaction of the Project Managers that Sub-Contractors if any shall provide competent and efficient supervision, over the WORK entrusted to them.

If and whenever any of the contractor or sub- contractor’s agents, sub‑agents, assistants, foremen or other employees shall in the opinion of Project Managers/Client be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that in the opinion of the Project Managers/Client, it is undesirable for administrative or any other reason for such person or persons to be employed in the work, the contractor, if so directed by the Project Managers/Client, shall at once remove such person or persons from employment thereon. Any person or persons so removed from the WORK shall not again be employed in connection with the work without the written permission of the Project Managers/Client. Any person so removed from the WORK shall be immediately replaced at the expense of the contractor by a qualified and competent substitute acceptable to the Client. The contractor shall bear all costs in connection herewith.

The contractor shall be responsible for the proper behavior of all the staff, foremen, workmen and others and shall exercise a proper degree of control over them and in particular and without prejudice to the said generality, the contractor shall be bound to prohibit and prevent any employee from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of land and properties in the neighborhood and in the event of such employees so trespassing, the contractor shall be responsible therefore and relieve the Client of all consequent claims or actions for damages or injury or any other grounds whatsoever. The decision of the Client upon any matter arising under this clause shall be final.

If and when required by the Project Managers/Client all contractor’s personnel entering upon the Client’s premises shall be properly identified by badges of a type acceptable to the Client which must be worn at all times on Client‘s premises.

**Work in monsoon and dewatering**

The completion of the Work may entail working in the monsoon also. The Contractor must maintain necessary labor force as may be required for the Work and plan and execute the construction and erection according to the prescribed schedule. No extra rate will be considered for such Work in monsoon including de-watering and monsoon protection works.

During monsoon and other period, it shall be the responsibility of the Contractor to keep the construction work Site free from water logging at his own cost.

#### **5.2 Water Supply and Electric power for construction**

1. Water Supply - The Contactor shall arrange for drinking water at his own cost, and source of water for Construction shall be given at one point and contractor to make all necessary arrangements for pumping/distribution of water for construction purposes at his cost. Further he shall make his own arrangement for storage tank, laying all the pipe lines, making connections, maintaining the same and dismantling on completion of work and making good any damage due to removal of such piping work. No claims for hold up or delay in work on this account shall be entertained. Any equipment and/or material that may be provided by client for such purposes, has to be maintained and handed over in a similar working condition.

The water charges (including taxes on it ,if any) , in respect of usage of water at the site shall be solely borne and paid by the contractor to the concerned authority at regular intervals

1. Electric Supply - Electric power to the Contractor both for construction and lighting shall be arranged by the Contractor at his cost and bill and the consumption deposits shall be borne by the Contractor and copy of proof of payment shall be submitted to client every month. Further he shall arrange at his own cost the necessary switch board, and other switch gears, etc., and shall be responsible for their maintenance. Further distribution shall be done by the Contractor at his cost as per approved layout. He shall provide clearances for overhead lines to facilitate easy movement of machinery. These overhead lines shall be shifted and rerouted at the Contractor's cost during execution of work if the same are found to obstruct any other work of any agency working at site or requires to be shifted due to unforeseen reasons. On completion of the work, the Contractor shall remove all wiring installed by him and make good to the satisfaction of the Project Manager. The Contractor shall employ a certified and licensed Electrician for carrying out this work.
2. The contractor shall not be entitled to claim any compensation from the client for failure of water (from the source as notified by the Client, where applicable) or power supply, inadequate supply or interrupted supply of the same.

#### **5.3 Temporary works and arrangements**

The contractor shall furnish to the Project Manager full particulars, drawings, etc., of all temporary works necessary for the execution of the works and shall allow sufficient time for the Project Manager to consider the same. The Project Manager reserves the right to comment/alter on the contractor's proposals if he considers that modifications should be made. The contractor shall be solely responsible for the stability and safety of all temporary works and unfinished permanent works resulting from the arrangements eventually adopted for their execution. The Contractor at his own cost shall remove all the Temporary Works when it is no longer useful/as directed by Client/Project Manager

#### **Demolition and clearance**

The contractor shall be responsible for the clearance from the site of all scrub, debris, rubbish, etc. that shall be carted to an area not objected to by the Municipal Authorities. However, no trees shall be removed without the prior permission of the Project Manager. The structures, services and works to be demolished and removed shall also be removed off site to a location as mentioned above. The contractor shall obtain necessary permissions and approvals from local authorities for such disposals. The demolition shall include digging, excavating, and removal of substructures, foundations, buried works including loading, unloading and transportation of the same to an area not objected to by the Municipal Authorities.

#### **Storage, cleaning and de-watering**

The contractor shall at all the times during construction keep the site clean and free from all debris and unwanted materials as per instructions of the Project Manager.

Storage of materials shall be in organized manner and in proper compartments. Storage on suspended floors shall not be permitted unless specifically approved in writing by the Project Manager for specific materials in specific locations and in approved manner. Project Manager shall be furnished with load details, if requested, before seeking approval for storage.

Regular cleaning operations shall be undertaken to remove all dust, debris, waste materials, etc and disposal of the same. A cleaning schedule shall be maintained.

Contractor shall make his own arrangements for storage of those materials, which cannot be accommodated at site. Contractor shall be fully responsible for safe custody of the same. Materials shall be considered as "Delivered at site,” only after the physical presence of materials at site. Stores elsewhere shall not be eligible for being considered as "Delivered at site.”

The Contractor understands that the site is free from pollutants at the time of access to the site and commencement of works. The Contractor shall comply with all applicable environmental laws and regulations and shall ensure that the site remains free from pollutants till the end of the Project.

Contractor shall be responsible to keep entire site free from water due to water coming from any source at any level and shall protect all materials and works from being damaged by the water from any source. Contractor shall make proper arrangements for drainage prior to use of water for curing, testing, cleaning etc.

All water which may accumulate on the Site during the progress of the Works or in trenches and excavation shall be removed from the site to the satisfaction of the Engineer at the Contractor's cost.

**Vehicular movements and temporary roads**

The contractor is not to make temporary roads until approval from the Project Manager is given. Site access and circulation roads are to be on the lines agreed with the Project Manager.

No vehicle other than those specifically allowed by the Project Manager shall be permitted on site.

**Care and use of existing facilities and services**

During the execution of the work, the contractor shall take all precautions and exercise full care, at his cost, to ensure that no damage is caused by him or workmen, during the operation, to the existing water supply, sewerage, power or telecommunication lines or any other services or works. The contractor shall provide and erect before construction, substantial barricades, guardrails, and warning signs. He shall furnish, place and maintain adequate warning lights, signals, etc., as required by Project Manager Approval of which shall not relieve the Contractor of his responsibilities, obligations and liabilities for safety and timely completion of works.

If any service lines have to be shifted / diverted, it shall be done so with the explicit permission of the Project Manager.

**Co-ordination of builders work required for services**

The contractor shall co-ordinate the requirements for holes, fixings and builders work, for internal and external services installations in accordance with the requirements of the relevant drawings, which shall be made available to contractor by the Project Manager.

The contractor's attention is also drawn to the fact that all holes chases, etc., shall be left in the building work as it proceeds and cut-out subsequently except in so far as may be necessary due to subsequent authorized instructions. The contractor shall therefore obtain necessary builders work details in such order and in such time as to enable them to be checked and approved by the Project Manager not less than two weeks before the actual construction is planned to take place.

#### **Contract Agreement**

The contractor shall when called upon to do so enter into and execute a Contract Agreement, to be prepared and completed at the cost of the contractor, in the form annexed with such modification as may be necessary.

#### **Performance Bond**

For the due performance of the contract, the tender shall contain an undertaking by the contractor to obtain, on being awarded the contract and before any monies are paid to him under this contract, an unconditional and irrevocable **Bank Guarantee** from a scheduled bank duly approved by the client having branch or correspondent bank in Bangalore the format as indicated in **APPENDIX - “E”** for a sum not exceeding **5**.**0% (Five percent)** of the value of the contract, the said bank and the terms of the said guarantee shall be such as shall be approved by the Client. The obtaining of such guarantee and the cost of the guarantee to be so entered into shall be at the expense in all respects of the contractor. The performance bond shall be valid up to the date of substantial completion of work.

Client/Project Manager will invoke the Bank Guarantee for Contract Performance on failure to fulfill any or all of the following conditions:

* mobilizing the agreed man power for the Project
* adhering to the agreed Project schedule and mile stones
* adhering to the security procedures laid down and modified from time to time by the Project Manager
* Maintaining the safety, health and environment procedures as per statutory rules and law, including those laid down in this agreement, and modified from time to time by the Project Manager.
* Maintaining the quality procedures lay down and modify from time to time by the Project Manager/Consultant/Architect.
* Complying with the conditions as mentioned in various approvals obtained from the concerned authorities for undertaking works

The performance Bank Guarantee will be released to the contractor on issuance of Final Completion certificate by the Project Manager to his full satisfaction on substantial completion of works.

#### **Inspection of site**

The Client/ Project Manager shall make available to the contractor with the Tender documents such data as shall have been obtained by or on behalf of the Client from investigation undertaken relevant to the works.

The contractor shall also be deemed to have inspected and examined the site and its surroundings and information available in connection therewith and to have satisfied himself, so far as is practicable, before submitting his tender, as to the form and nature thereof, including the sub-surface conditions, the hydrological and climatic conditions, the extent and nature of the work and information he may require and, in general, shall be deemed to have obtained all necessary information on subject as above mentioned as to risks, contingencies and all other circumstances which may influence or affect his tender. The Contractor shall not be entitled to rely only on the information provided by the Client / Project Manager and shall make independent enquiries and be satisfied about such information.

#### **Sufficiency of tender**

The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices stated in the priced bill of quantities and the schedule of rates and prices, if any, and these tender rates and prices shall, except in so far as it is otherwise provided in the contract, cover all his obligations under the contract and all matters and things necessary for the proper execution and maintenance of the works.

#### **Work to be to the satisfaction of Project Manager**

Unless it is legally or physically impossible, the contractor shall execute and maintain the works in strict accordance with the contract and to the satisfaction of the Project Manager and the Client, and shall comply with and adhere strictly to the instructions and directions only from the Project Manager and the Client.

#### **Drawings and Documents**

**General**

The drawings and documents prepared for the project shall be treated as confidential documents and must not be copied or loaned to any other party without the express permission of the Project Manager.

In the event of termination of this Contract, the Contractor shall forthwith return to the Client all Drawings and documents prepared for the Project and all copies thereof in the possession or under the control of the Contractor. The Contractor agrees that the provisions of this Contract pertaining to confidentiality shall survive termination/completion of the Works under this Contract.

**Tender drawings**

The tender drawings furnished by the Architects, if any, are for Tender Purpose only and are intended as a guide to the contractor and give general layout of buildings and structures and general positions of utilities, services and equipment only and in measuring from these drawings and preparing tender quotes the contractor must make due and proper allowance for all necessary diversions from the straight line, rises or falls as may be required for the proper execution of the works.

The set of tender drawings appended to the tender submittal is only representative of the type and general nature of works and not the quantum of work or works involved. Additional drawings shall be issued at construction stage for actual execution of works.

Detailed drawings in all cases shall be worked to in preference to those of a more general nature and figured dimensions where indicated shall be followed in preference to scaled dimensions.

Should any item of equipment, materials or labor that would reasonably and obviously be inferred as necessary for the complete safe and satisfactory usage of the works or part thereof, not be expressly specified, the contractor shall provide and execute such work as a part of the contract.

**Construction drawings**

Contractor will issue actual drawings for each of the sections (glass and gysum partition for rooms, electrical work, ESD, Furniture & fixtures) for approval by the client in advance to starting the woks

The contractor shall ensure that a complete up to date register of drawings is maintained at site. All drawings shall be properly filed and indexed for ready reference.

The contractor shall ensure that only the valid up to date Construction drawings are used for Fabrication, setting-out, construction etc.

**Shop, Fabrication drawings**

Shop, Fabrication drawings shall mean any or all drawings, required for satisfactory execution of the work, in addition to the drawings for glass, esd, gypsum, furniture, electrical, HVAC works, Sprinkler works, Fire Alarm and Security systems etc., as required by the Project Manager.

The contractor shall be entirely responsible for co-ordination of entire work at site including the work carried out by sub-contractors and shall ensure that all necessary Shop, Fabrication drawings are properly prepared by the contractor and are submitted to the Project Manager for approval in sufficient time so as not to cause any delay in the expeditious execution of the works as per the programme. Such approval shall not absolve the contractor from his responsibility.

Shop, Fabrication drawings to be prepared by the contractor and his sub-contractor shall be such that all details are included as required by the Project Manager at an appropriate scale to ensure that the works are properly executed, coordinated, fabricated and installed in accordance with Construction drawings and specifications.

The contractor shall make a general check of all physical sizes and details of plant and equipment required and/or specified for the project and shall inform the Project Manager of any matter that may come to his notice with which he disagrees. Any comments by the contractor on the difficulty in incorporating the plant, materials and equipment in the project and the time required for the completion of the work shall be made to the Project Manager.

#### **Discrepancies**

The contractor shall bring to the notice of the Project Manager any discrepancies within or between Construction drawings and/or the other contract documents prior to commencement of work and shall not proceed with work until the Project Manager gives clarifications and instructions to proceed.

#### **As-built drawings and O&M Manuals:**

As-built drawings shall be under preparation from the onset of the contract, in order that all minor amendments and discrepancies from the "Construction, Shop and Fabrication drawings" are incorporated. To ensure that this requirement is complied with, the Project Manager shall check the drawings upon request as the works proceed. One set of as-built drawings and one soft copy on a CD/Pendrive and email shall be submitted by the contractor.

At the discretion of the Project Manager and subject only to his agreement, certain Construction, Shop and Fabrication drawings may be modified and submitted to the Client as the "As-built drawings".

#### **Lab Construction/Rennovation Programme**

a) The contractor shall include in his tender a preliminary construction schedule. Upon award of contract and before commencement of the work, the contractor shall prepare a detailed and comprehensive construction schedule for review and approval by Project Manager This approved schedule shall form the basis of all construction / erection works to be performed by the contractor.

1. The schedule shall show approximately the date on which each part or division of the work is expected to begin based on his knowledge of the works of other contractors and date when the work is scheduled to be finished. Upon the request of Project Manager, the contractor should be prepared to discuss his schedule in relation to the master schedule and shall co-ordinate his work with that of the other contractors as determined by Project Manager in order to maintain the common schedule.
2. The contractor shall revise and update his construction schedule to indicate actual progress of work in relation to scheduled progress. The contractor shall also submit monthly progress reports indicating progress of work giving scheduled and actual percentage completion, causes for delays if any etc. as well as other reasonable reports and photographs as Project Manager may require from time to time.
3. The submission to and approval by the Project Manager of such schedules or the furnishing of such particulars shall not relieve the contractor of any of his duties or responsibilities under the contract.
4. The Contractor has to keep in view that, this Project is a time bound Project. They have to strictly adhere to the AGREED Project schedule and mile stones. Any delay in delivering the Project and meeting the mile stones may cause hefty losses to Client business operations.
5. For such delays in achieving the mile stones agreed, the Project Manager will withhold an amount in the running bills @ 0.5% per week, to a maximum of up to 5%, of the Contract value till the time the Contractor meets the subsequent mile stone. On successfully achieving the subsequent milestone, the withheld amount will be paid to the Contractor in the next running/interim payment. If the Contractor fails to achieve the subsequent mile stone in addition and without prejudice to the remedies provided under Clause 5.7, Project Manager/Client reserves the right to deduct the amount withheld in part or full. Contractor will forfeit such amounts deducted.
6. Contractor will submit schedule of material delivery and shall obtain approval of PMC/Consultant/Architect before delivering to site.

#### **Contractor's Superintendence**

The contractor shall give or provide all necessary superintendence during the execution of the works for the proper fulfilling of his obligations under the contract. The Contractor’s representative shall be vested with enough power by the contractor to enable his representative to take decisions at site for the due and diligent performance of the contract. The contractor or a competent and authorized agent is to be constantly on the works and shall give his whole time to the superintendence of the same. Such authorized agent or representative shall receive, on behalf of the contractor, directions and instructions from the Project Manager. The Contractor’s Authorized Agent shall be nominated in writing.

The Contractor shall be obligated to make available at least one professional for safety at work (safety engineer) on this job, at any given time while the work is in progress, or as directed by the Project Manager.

#### **Contractor's Employees**

The contractor shall provide and employ on the site in connection with the execution and maintenance of the works**:**

Only such technical assistants as are skilled and experienced in their respective fields and such sub-agents, foremen and leading hands as are competent to give proper supervision to the work they are required to supervise, and

Such skilled, semi-skilled and unskilled labor as is necessary for the proper and timely execution and maintenance of the works.

#### **Setting-out**

The contractor shall be responsible for the true and proper setting out of the works in relation to original points, lines and levels of reference given by the Architect/Project Manager in writing and for the correctness, subject as above mentioned, of the position, levels, dimensions and alignment of all works and for the provision of all necessary instruments, appliances and labor in connection therewith. If, any error appears in the position, levels, dimensions or alignment of any part of the works, the contractor, on being required to do by the Project Manager, shall, at his own cost, rectify such error to the satisfaction of the Project Manager. The checking of any setting-out or of any line or level by the Project Manager shall not in any way relieve the contractor of his responsibility for the correctness thereof and the contractor shall carefully protect and preserve all bench marks, sight-rails, pegs and other things used in setting-out the works.

#### **Boreholes and Exploratory Excavation**

If, at any time during the execution of the works, it becomes necessary for the contractor to make Boreholes or to carryout exploratory excavation, such requirement shall be ordered in writing and shall be deemed to be an addition ordered under the provisions of Clause 9 hereof, unless a provisional sum in respect of such anticipated work shall have been included in the Bill of Quantities.

#### **Watching and Lighting**

The contractor shall in connection with the works provide and maintain at his own cost all lights, guards and fencing when and where necessary for the protection of the works, or for the safety and convenience of the public or others. The care and the safety of the materials and works within the Works Site shall be the sole responsibility of the contractor. In case the contractor fails to do so the Project Manager/Client shall appoint another agency and deduct the amount incurred from the Contractors Running Account Bills.

#### **Care of Works**

a) From the commencement of the works until the date stated in the Certificate of Completion for the whole of the works pursuant to Clause 7.10 hereof, the contractor shall take full responsibility for the care thereof. Provided that if the Project Manager / Client shall issue a Certificate of Substantial Completion in respect to any part of the permanent works, the contractor shall cease to be liable for the care of that part and of permanent works from the date stated in the Certificate of Substantial Completion in respect to that part and the responsibility for the care of that part shall pass to the Client. Further, the contractor shall take full responsibility for the care of any outstanding work, which he shall have undertaken to finish during the Defects Liability Period until such outstanding work is completed. In case any damage, loss or injury shall happen to the works, or to any part thereof, from any cause whatsoever, save and except the excepted risks as defined in sub-clause 5.20 b) of this Clause, while the contractor shall be responsible for the care thereof, the contractor shall at his own cost, repair and make good the same, so that at completion, the permanent works shall be in good order and condition and in conformity in every respect with the requirements of the contract and the Project Manager's instructions. In the event of any such damage, loss or injury happening from any of the excepted risks, the contractor shall, if and to the extent required by the Project Manager or the Client and subject always to the provision of Clause 8 hereof, repair and make good the same as aforesaid to the satisfaction of the Project Manager and the Client. The contractor shall also be liable for any damage to the works occasioned by him in the course of any operations carried out by him for the purpose of completing any outstanding work or complying with his obligations under Clause 8 hereof. This shall not prejudice the Contractor’s obligations in respect of damage to works caused by him or sub-contractors, or their respective agents, employees, representatives, visitors and personnel.

**b) Excepted risks**

The "Excepted risks" are war, hostilities (whether war declared or not), invasion act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war or ionizing radiation or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosives or other hazardous properties of any explosive, nuclear assembly or nuclear component thereof, pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds, or any such operation of the forces of nature that an experienced contractor could not foresee, or reasonably make provision for or insure against all of which are herein collectively referred to as "the excepted risks". The Contractor shall, however, be responsible to take all necessary steps to minimize the damage to the works on account of the excepted risks.

#### **Insurance Policies**

1. All insurance policies, whether required to be obtained under this Clause 5.21 or otherwise, wherever possible shall be taken out in the joint names of the Client and the Contractor and sub-contractor, wherever applicable
2. All the Insurance shall be arranged by contractor from a first class insurance company which can deal with all matters pertaining to the subject and is acceptable to the Client. The Client has reserved its right to nominate the insurance company or take the insurance policies under which the claims will be lodged by the contractor.
3. The contractor must ensure that the policy amounts cover the contract value and adequately cover the maximum possible liability that may arise on the occurrence of the risks covered .The Contractor must also ensure that all the insurance policies should be valid till the issuance of Final Completion Certificate (clause 7.10). The contractor shall furnish along with the tender all the details of the insurance policies intended to be taken in accordance with the requirements of this contract/tender, i.e., name of the insurance company, the risks covered, amount of coverage, premium for the policies, discounts being received, net cost to the contractor, excess clauses, etc.
4. The Contractor shall deposit the original insurance policy and the premium paid receipts with the Client on the offer being accepted and LOI being issued. If the Contractor fails to procure such policy or deposit the same and the premium receipts in original with the Client, the Client shall be entitled, but not obligated to procure such policy and recover the payments thereon from the contractor either by withholding the amounts payable to the Contractor or otherwise. Any deviation from the same shall be subject to the prior written approval of the Client. The client shall be entitled to prosecute and / or compromise or settle the claims under such policies in such manner as may be deemed fit without reference to the contractor. The contractor shall provide necessary assistance to the client in this regard.
5. The Client however reserves the right to take all or some of the insurance policies on its own and thereafter the contractor shall be required to process the claims if any for settlement under the policies so taken by the Client. The Client further reserves its right to nominate an Insurance company with whom the contractor will be required to obtain the policy (ies).
6. **Insurance of works, etc.**

Without limiting his obligations and responsibilities, the contractor shall insure in the joint names of the Client and the contractor against all loss or damage from whatever cause arising, other than the excepted risks, for which he is responsible under the terms of the contract and in such manner that the Client and contractor are covered for the period stipulated in hereof, and are also covered during the Defects Liability Period, and for any loss or damage occasioned by the contractor in the course of any operations carried out by him for the purpose of complying with his obligations under Clauses 8 hereof:

i) The works executed up until that time, to the estimated current contract value thereof or such additional sum as may be specified in the Clause numbered 5.21 hereinabove, together with the materials for incorporation in the works at their replacement value.

ii) The constructional plant and other things brought on to the site by the contractor to the replacement value of such constructional plant and other things.

Such insurance shall be affected with an insurer and in terms approved by the Client, whose approval shall not be unreasonably withheld and the contractor shall, whenever required, produce to the Client or his representative the policy or policies of insurance and the receipts for payment of the current premiums.

The contractor has to check the sufficiency of the policy and may take additional policy towards uncovered items.

iii) Workmen Compensation: The contractor shall take necessary policy to cover the contractor liability under Workmen Compensation Act 1923.

The Contractor shall indemnify the Client against all claims, if any, made upon the Client, whether under the **Workman's Compensation Act** or any other statute in force during the currency of this contract or at common law in respect of any employee of the Contractor or any Sub-Contractor and shall at his own expense effect and maintain until the substantial completion of the contract with an approved office, a Policy of Insurance in the joint names of the Client and the Contractor against such risks and deposit such policy or policies with the Client from time to time during the currency of this contract.

#### **Damage to persons and property**

The contractor shall indemnify the Client, its affiliates, and their respective officers, directors, employees, consultants and agents (“Indemnified Persons”) against all losses and claims in respect to injuries or damage to any person or material or physical damage to any property whatsoever which may arise out of or in consequence of the execution and maintenance of the works and also against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.

#### **Third Party Insurance**

Before commencing the execution of the works the contractor, but without limiting his obligations and responsibilities under Clause 5.21 hereof, shall insure against loss for any material or physical damage, loss or injury which may occur to any property, including that of the Client, or to any person, including any employee of the Client, the Architects, other contractor / sub-contractor(s) or their respective employees, agents, representatives and visitors, by or arising out of the execution of the works or in the carrying out of the contract, or during handling and transit of material, otherwise than due to the matters referred to in the provision to Clause 5.21 hereof.

The contractor shall, whenever required, produce to the Client or his representative the policy or policies of insurance and the receipts for payment of the current premiums.

#### **Provisions to indemnify Client**

The terms of such insurance shall include a provision whereby, in the event of any claim in respect of which the contractor would be entitled to receive and indemnify under the policy being bought or made against the Client, the insurer will indemnify the Client against such claims and any cost, charges and expenses in respect thereof and the Contractor to indemnify the Client for any shortfall in the realization of the claims (including excess clauses) The client shall be entitled to set off any such amounts from the amounts due and payable by it to the Contractor under the terms of this agreement.

* + - 1. The Contractor hereby undertakes and agrees to indemnify and keep and hold the Client, its affiliates, and their respective officers, directors, employees, consultants and agents (“Indemnified Persons”) harmless from and against any and all losses, expenses, claims, demands, actions and/or causes of action (regardless of when accrued or asserted), damages, penalties, fines, assessment and the like caused by, arising out of, resulting from, or as a consequence of:

1. Failure of the Contractor or its employees to comply with the provisions of the applicable laws or this Contract; or
2. breach of any provision of this Contract by the Contractor; or
3. Anything done or omitted to be done through the negligence, default or misconduct of the Contractor or of its officers, directors, employees or agents; or
4. death, injury or third party property damage to the extent caused by the wrongful or negligent acts or omissions of the Contractor or its employees; or
5. failure of the Contractor or its employees to comply with the provisions of the applicable laws or this Contract; or
6. Misrepresentation by the Contract to the Client or to any third party.
   * + 1. In addition to the above, the Contractor shall, and shall require each of the subcontractors and suppliers to defend, indemnify and hold harmless the Indemnified Persons from and against any and all liabilities, claims, demands, damages, or costs, including, without limitation, settlement sums, attorneys’ fees, consultant fees and experts’ fees and costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work, alleged or incurred in connection with any and all claims or proceedings (whether brought by private or governmental parties), including workers’ compensation claims, arising out of, or alleged to arise out of, any and all toxic or hazardous substances, materials or wastes) brought onto the Project site during performance of the Work, causing, or alleged to cause, bodily injury (or fear thereof), death, property damage, environmental damage or impairment, or loss of natural resources, or involving any violation or alleged violations of, or any liability under any local environmental law, whether codified or common law.

#### **Accident or Injury to workmen**

a) The Client shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the employment of the contractor or any sub-contractor, save and except an accident or injury resulting from any act or default of the Client, his agents, or servants. The contractor shall indemnify and keep indemnified the Client against all such damages and compensation, save and except as aforesaid, and against all claims, proceedings cost, charges and expenses whatsoever in respect thereof, or in relation thereto.

**b) Insurance against accident, etc., to workmen**

The contractor shall insure against such liability with an insurer approved by the Client, which approval shall not be unreasonably withheld, and shall continue such insurance during the whole of the time that any persons are employed by him on the works and shall, when required, produce to the Client or his representative such policy of insurance and the receipt for payment of the current premium. Provided always that, in respect of any persons employed by any sub-contractor, the contractor's obligation to insure as aforesaid under this sub-clause shall be satisfied if the sub-contractor shall have insured against the liability in respect of such persons in such manner that the Client is indemnified under the policy, but the contractor shall require such sub-contractor to produce to the Client or his representative, when required, such policy of insurance and the receipt for the payment of the current premium.

Notwithstanding the requirements mentioned in the above the contractor shall at the minimum provide for the following insurance:

a] Contractor’s All Risk Insurance Policy to cover the following:

1. Entire contract value for the period of completion including defects liability period
2. Third party insurance to cover for any damages to third party. This shall be up to the end of the defects liability period and shall include for any damage to the properties and/ or injury [including death] to the persons of the general/ public/ Architects/Client/clients representatives and anyone else deemed to be third party.
3. Civil commotion, Riots, Strike, Malicious Damage, Terrorism, and other disturbances.

b] Policy to cover contractor’s liability under Workmen’s compensation Act 1923, Minimum Wages Act 1948, Contract Labor (Regulation and Abolition) Act 1970 and other relevant Acts listed elsewhere. This shall be for the period up to final completion of work, including the defects liability period which has to be borne by the successful bidder/contractor.

c] Insurance cover against damage, theft or any other loss of all materials and equipment brought to site for which advance payment is claimed - Limit of liability not less than the value of such materials at any stage of the contract.

The Contractor shall insure against all such liabilities and shall continue such insurance during the currency of the contract including defects liability period. Premium for all insurance policies shall be paid and borne by the contractor and shall NOT be reimbursable.

These Insurance certificates shall be fully executed and shall state that the policies cannot be cancelled until ten [10] days after written notice of the Client having consented to such cancellations.

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

#### **Remedy on contractor's failure to insure**

If the contractor shall fail to effect and keep in force the insurances referred to in Clause 5.21 to 5.25 hereof, or any other insurance which he may be required to effect under the terms of the contract, then and in any such case the Client may effect and keep in force any such insurance and pay such premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Client as aforesaid from any monies due or which may become due to the contractor, or recover the same as a debt due from the contractor.

#### **Giving of notices and payment of fees**

1. The contractor shall give all notices and pay all applicable taxes, cess, duties, levy, fees etc. as required to be given or paid by any National or State Statute, Ordinance or other Law, or any regulation, or bye-law or any local or other duly constituted authority in relation to the execution of the works and by the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the works.

b) Compliance with statutes, regulations, etc.

The contractor shall conform in all respects with the provisions of any such statute, ordinance or law as aforesaid and the regulations or bye laws of any local or other duly constituted authority which may be applicable to the works and with such rules and regulation of public bodies and companies as aforesaid and shall keep the Client indemnified against all penalties and liability of every kind for breach of any such statute, ordinance or law, regulation or bye-law.

In particular the Contractor shall ensure compliance with the provisions of the ESI, EPF, Workman’s Compensation, Minimum Wages, and Contract Labor (Regulation and Abolition) Act. Copies of the records and registers maintained under the applicable laws shall be provided to the Client at the end of each month. The salaries to all workmen shall be paid in the presence of a duly nominated representative of the Client. The contractor shall procure the necessary licenses under the Contract Labor (Regulation and Abolition) Act after assisting the Client in procuring the registration thereunder. The contractor shall also obtain various licenses / permits / clearance / approvals / consents as appropriate from the various statutory authorities in respect of construction work, as amended from time to time, to be undertaken by it including but not limited to boiler registration, pollution control board clearance, etc.

The Contractor shall keep the Client informed of any and all claims under any applicable laws and keep informed the Client of compliance there under.

#### **Fossils, Antiquities**

All fossils, coins, articles of value or antiquity and structures and other remains or things or geological or archaeological interest discovered on the site of the works shall be deemed to be the absolute property of the Client. The contractor shall not take any such article or thing and shall immediately upon discovery thereof and, before removal, acquaint the Client's representative of such discovery and carry out, at the expense of the Client, the Client's representative orders as to the disposal of the same.

#### **Patent rights and royalties**

The contractor shall save harmless and indemnify the Client from and against all claims and proceedings for or on account of infringement of any patent rights, designed trademark or name or other protected rights in respect of any constructional plant, machine work, or material used for or in connection with the works or any of them and from and against all claims, proceedings, damages, cost, charges and expenses whatsoever in respect thereof or in relation thereto. Except where otherwise specified, the contractor shall pay all tonnage and other royalties, rent and other payments or compensation, if any, for getting stone, sand, gravel, clay or other materials required for the works or any of them.

#### **Interference with traffic and adjoining properties**

All operations necessary for the execution of the works shall, so far as compliance with the requirements of the contract permits, be carried on so as not to interfere unnecessarily or improperly with the public convenience, or the access to use and occupation of public or private roads and footpaths, or to or of properties whether in the possession of the Client or of any other person. The contractor shall save harmless and indemnify the Client in respect of all claims, proceedings, damages, cost, charges and expenses whatsoever arising out of, or in relation to, any such matters in so far as the contractor is responsible therefore.

#### **Extraordinary traffic**

1. The contractor shall use every reasonable means to prevent any of the highways or bridges communicating with or on the routes to the site from being damaged or injured by any traffic of the contractor or any of his sub-contractors and, in particular, shall select routes, choose and use vehicles and restrict and distribute loads so that any such extraordinary traffic as will inevitably arise from the moving of plant and material from and to the site shall be limited, as far as possible, so that no unnecessary damage or injury may be occasioned to such highways and bridges.

**b) Special Loads**

Should it be found necessary for the contractor to move one or more loads of constructional plant, machinery or pre-constructed units or parts of units of work over part of a highway or bridge or any other Government/ Builder/ Developer or Client provided infrastructure, the moving whereof is likely to damage any of the said assets/infrastructure unless special provisions, protection or strengthening is carried out, then the contractor shall before moving the load on to such highway or bridge give notice to Project Manager, about the weight and other particulars of the loads and unless within fourteen days of the receipt of such notice the Project Manager shall by counter notice direct that such protection or strengthening is unnecessary, then the contractor will carry out such proposals of any modification thereof that the Project Manager shall require and, unless there is an item or are items in the bill of quantities for pricing by the contractor of the necessary works for the protection or strengthening as aforesaid, the costs thereof shall be paid to the contractor, as provisioned as an additional item.

#### **Opportunities for other contractors**

The contractor shall, in accordance afford all reasonable opportunities for carrying out their work to any other contractors employed by the Client and their workmen and to the workmen of the Client and of any other duly constituted authorities who may be employed in the execution on or near the site of any work not included in the contract or of any contract which the Client may enter into in connection with or ancillary to the works. If, however, the contractor shall, on the written request of the Project Manager, make available to any such other contractor, or to the Client or any such authority, or permit the use by any such of the contractor scaffolding or other plant on the site, or provide any other service of whatsoever nature for any such, the Client shall pay to the contractor in respect of such used or service such sum or sums as shall, in the opinion of the Project Manager, be reasonable.

#### **Contractor to keep site clear**

During the progress of the works the contractor shall keep the site free from unnecessary obstruction and shall store or dispose of any constructional plant and surplus material and clear away and remove from the site any wreckage, rubbish or temporary works no longer required, on a daily basis. Regular cleaning operations on daily basis shall be undertaken by the Contractor to remove all dust, debris, waste materials etc., and disposal of the same to the nearby waste dumping yard. If Project Manager/Client notices the Contractor's inability/unwillingness to do the said job, then the Project Manager / Client will have the authority to get the same cleaned by an external agency and debit the same to the Contractor's account.

#### **Clearance of site on completion**

On the completion of the works the contractor shall forthwith clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works and site office and stores etc. of every kind, and leave the whole of the site and works clean and in a workmanlike condition to the satisfaction of the Project Manager and the Client. If any delay or failure in complying with the same is noticed, the Client/Project Manager will have the authority to get the same executed by any other agency at the risk and cost of the Contractor. Any consequent/resulting delays in clearances of payments/dues to the Contractor vide Para 12 .2 here in, will be to the account of the Contractor.

#### **Engagement of Labor**

The contractor shall make his own arrangements for the engagement of all labor local or otherwise, and, save in so far as the contract otherwise provides, for the transport, housing feeding and payment thereof. The Client shall not be responsible for such labor in any manner whatsoever and they shall not be construed as the labor or employees of the Client. The Contractor shall indemnify and hold harmless the client from any and all claims made by such labor against the Client.

The contractor shall comply with all rules, regulations, and laws including but not limited to CLB, ESI, PF, Medical and Environment, Health and Safety of workmen for labor directly or indirectly engaged by the contractor, his representative, and sub-contractor. Contractors shall register themselves wherever and whosoever required in this connection at local and state level. The Contractor shall indemnify the Client from every expense. The Client is authorized to call at any point of time to its registered office/offices for inspection or copy of such documents as it considers necessary for ensuring statutory compliances to the above by the contractor.

The Contractor shall be wholly and solely responsible for full compliance with the provisions under all labor laws and regulations, including but not limited to the Payment of Wages Act 1946, Minimum Wages Act 1948, Employees Liability Act 1938, Workmen’s Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961, The Contract Labor (Regulation and Abolition) Act 1970, the Employees State Insurance Act, 1948, the Employees Provident Fund and Miscellaneous Provisions Act, 1952 and the Factories Act 1948, Building and Other construction workers (Regulation of Employment and Conditions of service) Act, 1996, Building and Other Construction Act, 1996 , Equal Remuneration Act, 1976, other statutory laws and regulations (including that on Environment, Health and Safety norms) that may be enforced from time to time, or any modification thereof or any other law relating thereto the rules there under from time to time.

**2. Supply of water**

The contractor shall, so far as is reasonably practicable, having regard to local conditions provide on the site water for the use of the contractor staff and work people.

**3. Construction Labor and Accommodation of Supervisory Staff**

The contractor shall make his own arrangements to provide accommodation for his staff and labor outside and away from the site. The contractor shall, at his cost, construct labor camp(s) to accommodate construction labor.

No extra cost is payable to the contractor on this account.

**Sanitation and drainage during construction**

The contractor shall provide sanitation and drainage facilities on the site as required and stated subsequently.

The contractor shall strictly control the labor so that the site is not polluted, made dirty or littered with debris, wastes or the likes.

Any person found creating mess or litter or pollution shall be removed from the site immediately at contractor's cost.

The contractor shall provide sanitation facilities at convenient locations on site to preserve the cleanliness of the site. The effluent shall be directed as follows:

a. Waste water: Collection and pumping out and disposal off the site in approved manner.

b. Sewage: Septic tank provision - sludge to be collected and disposed off at intervals as directed.

The locations of the above provisions shall be as marked on the site mobilization scheme drawing. The Contractor shall clear and deodorize the ground after their removal and meet all statutory requirements.

**3 Alcoholic liquor, Tobacco, Pan Masala, Gutka or drugs**

Use of alcoholic liquor, Tobacco, Pan Masala, Gutka,drugs or smoking is fully prohibited at the work site. The contractor shall not, otherwise than in accordance with the statutes, ordinances and government regulations or orders for the time being in force, import, sell, give, barter or dispose any alcoholic liquor or drugs or cigarettes etc by his sub-contractors, agents or employees.

**4 Arms and ammunition**

The contractor shall not give, barter or otherwise dispose of to any person or persons, any arms or ammunition of any kind or permit the same on the Site or suffer the same as aforesaid.

**5 Festivals and religious customs**

The contractor shall in all dealings with labor in his employment have due regard to all recognized festivals or any other such events, days of rest and religious or other customs. The contractor shall work in accordance with the Project schedule and shall intimate the Project Manager prior to 15 days of the festival for any resource/ labor shortfall presumed with proper mitigation plan in place

**6 Epidemics**

In the event of any outbreak of illness of an epidemics nature the contractor shall comply with and carryout such regulations, orders and requirements as may be made by the government, or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.

**7 Disorderly conduct, etc.**

The contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by any of his sub-contractors, employees, workmen or agents and for the preservation of peace and protection of persons and property in the neighborhood of the works against the same.

**8 Observation by sub-contractors**

The contractor shall be responsible for observance by his sub-contractors of the foregoing provisions.

**9 Child Labor**

The contractor shall not employ any labor less than 18 years of age and as per the labor rules applicable on the job. If female labor is engaged the contractor shall make necessary provisions at his own expense for the safeguarding and care of small children and keeping them clear of the site of operations. No children shall be permitted on the site.

#### **Returns of labor**

The contractor shall furnish a return in detail in such form and at such intervals as the Project Manager may prescribe showing the supervisory staff and the numbers of the several classes of labor from time to time employed by the contractor on the site and such information regarding constructional plant that the Project Manager may require. The previous day report on labor employed shall reach before 9.00 am next day to the Client / Project Manager.

#### **Contribution towards Employee Benefits, Funds, Etc**

The Contractor shall include in his rates for all expenses necessary to meet his obligations for making contributions toward employee benefits funds (such as ESI, Provident fund, old age pension if any or any other benefits / compensation payable by the Contractor) etc., in compliance with all the statutory regulations and requirements. All records in this connection shall be properly maintained by the contractor and produced for scrutiny by the concerned authorities and the Project Manager whenever called for.

#### **Safety, Environment and Health Standards and Requirements**

The contractor shall follow the rules and guidelines laid down in Safety, Environment and Health Requirements as listed in **APPENDIX - “H”**. The cost so incurred by the contractor in providing for Safety Environment and Health standards and requirements as above shall be deemed to be included in the rates quoted for various items of work under the scope of this contract and no extra amounts shall be payable to the contractor on this account.

#### **Reports by contractor**

* 1. The contractor shall file daily category-wise labor return. The report shall indicate scheduled requirement against actual strength.
  2. The contract shall prepare weekly reports of planned and actual progress of work and subsequent week's scheduled work. These will also include material procurement status. These reports shall be submitted to Project Manager and shall be reviewed in weekly co-ordination meeting.
  3. The Contractor shall also submit the following:
     + - 1. Plant and Equipment Schedule
         2. Material delivery schedule
  4. The contractor shall submit monthly report along with monthly bills. The reports shall include photographs taken from pre-determined locations which illustrate progress of the work.
  5. Further progress charts and schedules shall be prepared by the contractor as directed by the Project Manager.
  6. The submission to and approval by the Project Manager of such programs/reports or the furnishing of such particulars shall not relieve the Contractor of any of his responsibilities and liabilities under this Contract.

#### **Taxation**

The contractor shall be responsible to pay personal and company taxes of his staff and his organization wherever applicable. The contractor shall be responsible for deduction of tax at source while releasing payment to their staff, sub-contractors, workers, etc.

#### **Withholding taxes**

The Client shall withhold sums equivalent to taxes at appropriate rates on the amount payable to the Contractor by way of consideration under this contract in accordance with the provisions of the Income Tax Act, 1961, as amended or modified from time to time, and applicable. The client shall not make such withholdings in the event that the Contractor produces a certificate from the Appropriate Authority constituted under the Indian Income Tax laws to the effect that no withholding taxes would be required on the payments received by the Contractor from the Client.

### 6. Materials and Workmanship

#### **Material Procurement and Supply**

**Material to be supplied by contractor**

Contractor shall procure and provide the whole of the materials including building materials, tools, tackles, construction plant and equipment for the completion and maintenance of Work and shall make his own arrangement for procuring such materials and for the transport thereof. The Project Manager/Client may give necessary recommendation to the respective authority if so desired by the Contractor but assumes no further responsibility of any nature. The Project Manager/Client will insist on the procurement of materials as specified.

**Materials supplied by Client:**

The Client shall have option to supply certain important materials to the Contractor. If supplied by the Client, the sums due from the Contractor for the value of materials supplied will be recovered in full from the running account bills if and where applicable.

The value of the materials as may be supplied to the Contractor by Client and related costs will be debited to the Contractor’s account. All materials so supplied to the Contractor shall remain the absolute property of Client and shall not be removed on any account from site, and shall be at all the times open for inspection to the Project Manager till the value of materials is fully recovered from the Contractor.

**Conditions for issue of materials:**

i) Materials as per Client’s option to be issued by Client will be supplied to the Contractor by Client. It shall be the responsibility of the Contractor to receive the materials and arrange for its, unloading and stacking at his store, all at his own cost.

ii) The Contractor shall bear all incidental charges for the storage and safe custody of materials at site after these have been issued to him or received by him.

iii) Materials as per Client’s opinion, to be issued by Client shall be issued in standard sizes as obtained from the Manufacturers.

iv) The Contractor shall provide suitable arrangements at site for storing the materials, safeguarding against damage by rain, dampness, fire, theft etc. He shall also employ necessary watch and ward establishment for the purpose.

v) It shall be the duty of the Contractor to inspect the materials supplied to him at the time of taking delivery and satisfy himself that they are in good condition. After the materials have been delivered by Client, it shall be the responsibility of the Contractor to keep them in good condition and if the materials are damaged or lost, at any time, they shall be repaired and / or replaced by him at his own cost according to the directions of the Project Managers.

Client shall not be liable for delay in supply or non-supply of any materials which Client has undertaken to supply where such failure or delay is due to natural calamities, act of enemies, transport and procurement difficulties and any circumstance beyond the control of Client. In no case, the Contractor shall be entitled to claim any compensation or loss suffered by him on this or any other account.

vii) It shall be the responsibility of the Contractor to arrange in time all materials required for Work. If, however, in the opinion of the Project Managers the execution of Work is likely to be delayed due to Contractor’s inability to make arrangements for supply of materials which normally he has to arrange for, the Project Managers shall have the right at his own discretion to issue such materials if available with the Client or may procure the materials from the market or elsewhere and the Contractor will be bound to take such materials at the rates decided by the Project Managers. This however does not in any way absolve the Contractor from responsibility of making arrangements for the supply of such materials in part or in full, should such a situation occur. Nor shall this constitute a reason for the delay in the execution of Work.

viii) The Contractor shall furnish to the Project Managers well in advance and wherever instructed, a statement showing his requirement of the quantities of the proposed materials to be supplied by Client and the time when the same will be required by him for Work, so as to enable the Project Managers to make necessary arrangements for procurement and supply of the material.

ix) The Contractor should see that only the required quantities of materials are issued. The surplus materials, if any, will not be taken back by Client on any account, and will be held to the account of the Contractor.

Materials supplied by Client shall not be utilized for purpose(s) other than issued for.

xi) The Contractor while submitting his bills shall give a reconciliation statement for materials issued, materials used on the Work and balance stock. Any excess used by the Contractor beyond a permissible wastage as informed to the Contractor before issue, will be charged at twice the issue rate or present market rate, whichever is higher.

**Material procured with assistance of Client:**

Notwithstanding anything contained to the contrary in any or all the clauses of this Contract where any materials for the execution of Contract are procured with the assistance of Client either by issue from Client’s stock or purchases made under orders or permits or licenses issued by Government, the Contractor shall hold the said materials as trustee for the Client and use such materials economically and solely for the purpose of Contract and not dispose them of without the permission of Client and return, if required by the Project Managers, all surplus or unserviceable materials that may be left with him after the completion of Contract or at its termination for any reason, whatsoever on his being paid or credited such price as the Project Managers, shall determine having due regard to the condition of the materials. The price allowed to the Contractor, however, shall not exceed the amount charged to him excluding the storage charges, if any. The decision of the Project Managers shall be final and conclusive in such matters. In the event of breach of the aforesaid condition, the Contractor shall, in terms of licenses or permits and/or for criminal breach of trust, be liable to compensate the Client at double rate or any higher rate. In the event of those materials at that time having higher rate or not being available in the market, then any other rate to be determined by the Project Managers at his discretion shall be final and conclusive.

**Materials obtained from dismantling**

If the Contractor in the course of execution of work is called upon to dismantle any part for reasons other than those stipulated in clause 5.34 above, the materials obtained in the work of dismantling etc., will be considered as the Client’s property and will be disposed of to the best advantage of Client.

#### **6.2 Quality of materials and workmanship and tests**

All materials and workmanship shall be of the respective kinds described in the contract and in accordance with the Project Manager’s instructions and shall be subjected from time to time to such tests as the Project Manager may direct at the place of manufacture or fabrication or on the site or at such other place or places as may be specified in the contract, or at all or any of such places. The contractor shall provide such assistance, instruments, machines, labor and materials as are normally required for examining, measuring and testing any work and the quality, weight or quantity of any material used and shall supply samples of materials before incorporation in the works for testing as may be selected and required by the Project Manager / Project Manager.

**6.2.1 Quality Assurance Programme**

The Contractor before the start of work shall submit for approval a quality assurance programme to the Project Manager indicating measures that he proposes to implement to ensure that the quality of work shall be in accordance with requirements laid down in the contract. The Project Manager is authorized to add such additional quality assurance measures as he considers appropriate for ensuring quality compliance of the contract works. The contractor shall strictly adhere to this programme and any failure attributable to the contractor shall attract the penal provisions laid down in this contract.

#### **6.3 Cost of samples/ Mock-ups / Tests**

All samples/mock-ups shall be supplied by the contractor at his own cost if the supply thereof is clearly intended by or provided for in the contract.

The contractors shall provide samples for the approval of Project Manager and shall provide alternative samples until an approval has been obtained. Samples approved shall be kept at site under Custody of the Contractor/ or as directed by the PM, until completion of the Project

The cost of making any test shall be borne by the contractor if such test is clearly intended by or provided for in the contract. And in the cases only of a test under load or of a test to ascertain whether the design of any finished or partially finished work is appropriate for the purpose which it was intended to fulfill, it is particularized in the contract in sufficient detail to enable the contractor to price or allow for the same in his tender.

The contractor shall provide normal testing facilities at site at his cost as directed by the Project Manager.

#### **6.4. Inspection of operations**

The Client / Project Manager or any person authorized by them shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility for and every assistance in or in obtaining the right to such access.

#### **6.5. Examination of work before covering up**

No work shall be covered up or put out of view without the approval of the Project Manager or his representative and the contractor shall afford full opportunity to the Project Manager or his representative to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon. The contractor shall give due notice to the Project Manager or his representative whenever any such work or foundations is or are ready or about to be ready for examination and the Project Manager or his representative shall, without unreasonable delay, unless he considers it unnecessary, attend for the purpose of the examining such foundations.

#### **6.6 List of Approved Brands and Makes**

A list of approved brands and makes for major materials to be incorporated in the works should be furnished by the bidder along with his tender. The contractor shall submit samples of processed raw materials and manufactured materials procured in conformity to the list for the approval of Architect. Procurement of the materials for incorporation in the works shall be after the approval of the architect in writing. The Contractor shall mention in his offer the “make” considered for various items of work. The Contractor shall quote for the first option in the list of makes. In case the Client chooses to use the second option in the list of makes, the rates shall be subject to negotiation.

The approved sample shall be submitted to the custody of the Project Manager for safekeeping and for comparison, if necessary to ensure that the procured material conforms to quality of the approved sample. Equivalent or alternative makes if suggested shall be permissible provided it is pre-approved in writing by the Project Manager.

#### **6.7 Basic Prices**

For the purposes of this contract,

Basic price means: Cost of the material per unit inclusive of all taxes and duties at the Site.

Cost of transportation, Transit Insurances, loading, unloading, breakage, incidental charges, etc. are deemed to be included in item rate quoted by the contractor for that relevant item and no extras shall be considered on this account.

While making the tender, the tenderer shall base his rates for listed material as enclosed in the relevant Schedules here-in, which rates shall be hereinafter referred to as "the basic price". The said prices shall be ex-site godown and be inclusive of all applicable taxes, cess, levy, duties etc. levied by Government or any public body, transportation, insurance, loading, unloading etc.

In case during the currency of the Contract the aggregate of the selling prices of approved / authorized stockiest, goes above the basic price of listed materials referred above, the excess shall be borne by the Client but the Contractor shall not in any way be entitled to any sums by way of overhead costs, profits or otherwise whatsoever in respect of such excess; should this aggregate go below the said basic prices, the benefit shall go to the Client; and in either case the corresponding adjustment shall be made in the Contractor's bill on production of all necessary vouchers duly certified by the PM.

Wastage in listed materials shall be on the Contractor's account. The Client shall, however, in his absolute discretion, allow adjustment as per accepted percentage or maximum 5% of the billed quantities. The Contractor shall furnish to the PM periodically all purchases made by him along with invoices and daily consumption report. Adjustment in prices on account of material listed in said Schedule shall be made only in respect of materials to be used on the site. It is clarified that no adjustment shall be made in respect of listed material in said Schedule used or to be used in the manufacture of Solid Concrete Blocks, tiles, jalies, pipes (product by other company) and other manufactured bought out items etc., whatsoever.

That in case the Client is able to arrange for any listed material from said Schedule for the works either from its own stocks or from the manufacturers or stockiest or suppliers or otherwise, the Contractor shall use the same in the Works, if so directed by the PM.

#### **6.8 Uncovering and making openings**

The contractor shall uncover any part or parts of the works or make openings in or through the same as the Project Manager may from time to time direct and shall reinstate and make good such part or parts to the satisfaction of the Project Manager. If any such part or parts have been covered up or put out of view after compliance with the requirements of clause 6.4 and are found to be executed in accordance with the contract, the expenses of uncovering, making openings in or through, reinstating and making good the same shall be borne by the Client but in any other case all costs shall be borne by the contractor.

#### **6.9 Removal of improper work and materials**

The Project Manager/Client shall during the progress of the works, have the power to order in writing from time to time:

a) The removal from the site, within such time or times as may be specified in the order, of any materials, which, in the opinion of the Project Manager, are not in accordance with the contract.

b) The substitution of proper and suitable materials and;

c) The removal and proper re-execution, notwithstanding any previous test thereof or interim payment therefore, of any work which in respect of materials or workmanship is not, in the opinion of the Project Manager, in accordance with the contract and /or as per standard engineering practice.

Default of contractor in compliance

In case of default on the part of the contractor in carrying out such order within mutually agreed time, the Client shall be entitled to employ and pay other persons (third party) to carry out the same and all expenses consequent thereon or incidental thereto shall be recoverable from the contractor by the Client or may be deducted by the Client from any monies due to or which may become due to the contractor.

#### **6.10 Suspension of works**

i) If at any time after the execution of the contract documents the Client shall for any reason whatsoever require the whole or any part of the work, as specified in the tender to be stopped for any period or shall not require the whole or part of the work to be carried out at all, he shall give notice in writing of the fact to the contractor who shall thereupon suspend or stop the work totally or partially as the case may be. In any such case, except as provided hereunder the contractor 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 the work in full but which he did not so derive in consequence of the full amount of work not having been carried out, or on account of any loss he may be put to on account of materials purchased or agreed to be purchased after issue of such notice or for unemployment of labor recruited by him. He shall not have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs or instructions, which may involve any curtailment of the work, as originally contemplated. <!-- Generation of PM publication page 32 -->

(ii) Where, however, materials have already been purchased or agreed to be purchased by the Contractor before receipt by him of the said notice, the contractor shall be paid for such materials at the rate determined by the Client provided, they are not in excess of requirements and are of approved quality and/ or shall be compensated for the loss if any, that he may be put to in respect of materials agreed to be purchased by him, the amount of such compensation to be determined by the Client whose decision shall be final and binding.

(iii) If any part of the Permanent Works shall have been substantially completed and shall have satisfactorily passed any final test that may be prescribed by the contract, the Project Managers/ Architect may issue a Certificate of substantial completion in respect of that part of Permanent Works before completion of the whole of the works and upon the issue of such Certificate, the Contractor shall be deemed to have undertaken to complete any outstanding work in part of the works during the period of maintenance.

(iv) Provided always that a Certificate of substantial Completion given in respect of any section or part of the Permanent Works before completion of the whole shall not be deemed to certify completion of any ground or surfaces requiring reinstatement, unless such certificate shall expressly so state.

#### **6.11 Quality Control tests**

The Contractor shall perform the relevant tests as required under the scope of this contract and such tests as may be specified by the Client/Project Manager. The cost of all such tests so performed shall be borne by the contractor and no extra amounts shall be borne by the client on this account. The details of the quality tests to be carried out shall be obtained from the Architects.

**6.12 PRICE ADJUSTMENT**

The rates quoted by the Contractor shall be firm for successful completion of Contract period (including some or all of the conditions at Paras 7.4 and 7.5 of this agreement), and no price escalation shall be allowed in respect of rise or fall in the cost of labor and / or of materials (which may be due to any reason whatsoever ) or any other matter (except as detailed in Para 6.13 hereof) affecting the cost of execution of the Works.

**6.13 SUBSEQUENT LEGISLATION**

If after the last date for submission of tenders for the Works being or to be executed, changes in any National or State Statute, Ordinance or other Law or any Regulations or Bye-law of any local or other duly constituted authority, or the introduction of any such Statute, Ordinance, Law, Regulation or Bye-law which causes direct (limited to change in taxation norms) additional or reduced costs which do not get adjusted under Basic Rates / Price Escalation if provided here above, to the Contractor in the execution of the Works, such additional or reduced cost as certified by the PM after due consultation with the Employer and the Contractor shall be paid by or credited to the Employer and the Contract Price adjusted accordingly.

### 7 Commencement Time and Delays

#### **7.1 Commencement of works**

The contractor shall commence the work on site within 4 days from the date of Client's written work order to commence the work and shall proceed with the same with due expedition and without delay, except as may be expressly sanctioned or ordered by the Client or be wholly beyond the contractor's control.

**Notice to Proceed**

The contractor shall obtain a Notice to Proceed from the Project Manager prior to commencing the works. The same shall be reckoned as the date from which the Contractor shall commence the work.

**Condition to issue of the Notice to Proceed**

1. That the requisite approvals, consents, no-objections and permits required for commencement of the Work have been obtained;
2. That the Contractor has the requisite organization and that it has designated and appointed suitable officers/ representatives as the Contractor may deem appropriate to supervise the Works; and
3. That equipment, plant, material and labor for the work programmed for execution have been mobilized at the Project site;
4. All other conditions as are required to be fulfilled for the commencement of the Work have been fulfilled.

#### **7.2 Possession of site**

The possession of the Site shall under all circumstances and at all times be with the Client. The contract shall not, under any circumstances be deemed to be giving the Contractor a lease, license or other possessory right over the Site. The Contractor and his personnel shall be permitted suitable access to the Site for the purposes of carrying out the works. The Client, may at any time, remove or cause to be removed any of the contractor’s articles, things, construction plant, personnel or labor without notice to the contractor. This shall not, in any manner, prejudice or affect the contractor’s liabilities and obligations in respect of the works and in particular the liability arising due to any damage to any person or material at the Site.

#### **7.3 Way leaves, etc.**

The contractor shall bear all costs and charges for special or temporary way leaves required by him in connection with access to the site. The contractor shall also provide at his own cost any additional accommodation outside the site required by him for the purpose of the works.

#### **7.4 Time for completion**

**The whole of the Package works as per the Bill of Quantities to be completed in all respects shall be completed; each contract will have specific timelines none of which will exceed 45 days from the date of final sign-off on the Final mutually accepted Price, BOQ and mutually agreed Terms if any. The final sign-off date stated above shall be the Zero date and the contractor shall commence his work from this Zero date and complete the works as per schedule/program of work approved by the Project Manager. In the event of Contractor failing to comply with the overall and/or individual milestones contained in the agreed time schedule, he shall be liable to be penalized or pay Liquidated damages as per the terms of the Contract.**

Subject to any requirement in the contract as to completion of any section of the works before completion of the whole, the whole of the works shall be completed, in accordance with the provisions of Clause 7.10 hereof, within the time stated in the contract or such extended time as may be allowed under Clause 7.5 hereof.

Time is the essence of the contract. The contractor shall be prepared to work in other areas simultaneously if required by the Client / Project Manager to match the overall completion schedule of the project.

The contractor shall submit the following:

a). Start submission of Shop drawings / Tech documents within 5 days from Zero date and progressively complete the same within 15 days from the Zero date.

b). Mobilize at site within 05 days from the date of Agreement.

#### **7.5 Extension of time for completion**

The Contractor may claim an extension of the Time for Completion if he is or will be delayed in completing the Works by any of the following causes:

(a) Extra or additional work ordered in writing under Clauses 9.1 & 9.2

(b) Exceptional adverse weather conditions,

(c) Physical obstructions or conditions which could not reasonably have been foreseen by the Contractor, otherwise than by reason of the Contractor's default

(d) Employer's or PM's instructions, otherwise than by reason of the Contractor's default,

(e) Delay by any other contractor engaged by the Employer,

(f) Any suspension of the Works under Clause 6.10, except when due to the Contractor's default,

(g) Any industrial dispute,

(h) Force Majeure.

The Contractor shall give to the PM notice of his intention to make a claim for an extension of time within 14 days of the circumstances for such a claim becoming known to the Contractor. The notice shall be followed as soon as possible by the claim with full supporting details.

The Client shall, after due consultation with the PM and the Contractor, grant the Contractor from time to time, either prospectively or retrospectively, such extension of Time for Completion as may be justified. The PM shall notify the Contractor accordingly.

The Contractor shall be entitled to such extension whether the delay occurs before or after the Time for Completion.

Depending on the circumstances and the time at which they occur, the Contractor may be able to mitigate some of the consequences. The Contractor may be motivated by having to wait for the final decision, but often he becomes insecure of his position. The PM should not, there­fore, defer any such decision unless it is clearly appropriate to wait. In Contracts where the Time for Completion is long it may be appropriate to give the PM power to award interim extensions of time. Any such provision should be included in the Special Conditions.

If the contractor considers that he is being hindered in the proper execution of the work, he shall inform the Project Manager of this without delay. Deadlines set for execution of work shall be extended where the interruption is caused by circumstances within the client’s sphere of liability.

#### **7.6 Night or Sunday work**

Subject to any provision to the contrary contained in the contract, none of the permanent work shall, save as hereinafter provided, be carried on during the night or on Sundays, if locally recognized as days of rest or their locally recognized equivalent without the permission in writing of the Project Manager or his representative except when the work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the works, in which case the contractor shall immediately advise the Project Manager or his representative. Provided that, the provisions of this Clause will not apply in the cases of works that are customarily carried out in rotary shifts or double shifts. However if the site progress so warrants, the contractor shall arrange to carry out night and/ or Sunday works through a dedicated team after obtaining necessary permission for the same.

#### **7.7 Rate of progress**

* 1. If for any reason, which does not entitle the contractor to an extension of time, the rate of progress of the works or any section is at any time, in the opinion of the Project Manager, too slow to ensure completion by the prescribed time or extended time for completion, the Project Manager shall so notify the contractor in writing and the contractor shall thereupon take such steps as are necessary and the Project Manager may approve to expedite progress so as to complete the works or such section by the prescribed time or extended time. The contractor shall not be entitled to any additional payment for taking such steps. If, as a result of any notice given by the Project Manager under this Clause, the contractor shall seek the permission of the Project Manager to do any work at night or on Sundays, if locally recognized as days of rest or their locally recognized equivalent, such permission shall not be unreasonably refused.
  2. In case the contractor does not execute the works as specified in contract either in part or full as per the instructions of the Project Manager/ Client or as per the agreed timelines which will be required for overall progress of the Project or which may affect the commissioning of the Project or which may affect the progress of the other Contractor works, the Project Manager/Client reserve the right to de-scope all such works either in part or in full and get the same done by any other agency at the risk of the Contractor. All such works got done by Project Manager/Client may or may not be of the specifications as per the Contract. The deviation in specifications may be taken by the Project Manager/Client for meeting the timelines to complete the Project. All such costs incurred will be deducted from the payments due to the Contractor.

#### **Liquidated damages for delay**

If the Contractor shall fail to achieve substantial completion of the works within the time prescribed by Clause 7.4 hereof, then the contractor shall pay to the Client the sum stated hereunder in the contract as liquidated damages for such default and not as liquidated damages for every day or part of a day which shall elapse between the time prescribed by Clause 7.4 hereof and the date of certified substantial completion of the works. The Client may, without prejudice to any other method of recovery, deduct the amount of such liquidated damages from any monies in his hands, due or which may become due to the contractor. The payment or deduction of such liquidated damages shall not relieve the contractor from his obligation to complete the works or from any other of his obligations and liabilities under the contract.

Contractor **failing to achieve the Intermediate Milestones mutually discussed and agreed up on the contractor shall pay to the Client an amount equivalent to 0.5% of contract value per week after 1 week grace or part thereof subject to maximum of 5 % of the total contract value as liquidated damages. This amount will be recovered by invoking the Bank Guarantee towards Contract Performance.**

The Contractor recognizes and acknowledges that the Client would suffer substantial losses and damage if there is a delay in the execution of the works in as much as the Client will not be able to carry out its business thereat until the works are completed. The Contractor agrees that the amount stipulated above is a genuine pre-estimate of the loss that would be suffered by the Client due to delay in the execution of the works.

#### **7.9 Certification of Substantial Completion of works**

1. When the whole of the works have been completed with limited snags and minor balance works which will not affect the operation of the facility and have satisfactorily passed any final test that may be prescribed by the contract, the contractor may give a notice to that effect to the Project Manager accompanied by an undertaking to finish any outstanding work during the defects liability period. Such notice and undertaking shall be in writing and shall be deemed to be a request by the contractor for the Project Manager to issue a certificate of substantial completion certificate in respect of the works. The Project Manager / Client shall, in consultation with and with prior written consent of the Architects/ Project managers, within 7 days of the date of delivery of such notice either issue to the contractor, a certificate of substantial completion certificate stating the date on which, in his opinion, the works were satisfactorily completed in accordance with the contract or give instructions in writing to the contractor specifying all the work which, in the opinion of the Project Manager, requires to be done by the contractor before the issue of such certificate. The Project Manager shall also notify the contractor of any defects in the works affecting satisfactory completion that may appear after such instructions and before completion of the works specified therein. The contractor shall be entitled to receive such certificate of substantial completion within 15 days of completion to the satisfaction of the Project Manager of the works so specified and making good any defects so notified.
2. Provided always that a certificate of substantial completion given in respect of any section or part of the permanent works before completion of the whole shall not be deemed to certify completion of any ground or surfaces requiring reinstatement, unless such certificate shall expressly so state.

#### **7.10 Final Completion Certificate**

The work shall deem to have been finally accepted after issue of the Final Completion certificate by the Client, subject to fulfillment of all of the following by the contractor:-

* Completing all the snags and minor balance works within 15 days or earlier, as directed by the Project Manager, of issuance of Substantial Completion Certificate (7.9)
* Submitting as-built drawings, O&M Manuals, catalogues, brochures, data-sheets, spares and any other document/record as called for in the Contract and everything else necessary for the proper use and maintenance for the works complete with all systems and services.

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* Obtaining certificate of substantial completion vide Clause 7.9 from the Project Manager
* Handing over of the works to the Client.
* Dismantling the site office, removing and clearing the debris, leveling the surface and Handing over to the Client, within 15 days of such directions being issued to the contractor by the Client/Project Manager

The works shall deem to have been approved and accepted only on issue of Final Completion Certificate by the Client / Project Manager without prejudice to the Client's rights under the contract.

### 8. Maintenance and Defects

#### **8.1 Definition of "Defects Liability Period"**

In these conditions the expression "Defects Liability Period" shall mean the Defects Liability Period named in the Appendix to the tender, calculated from the date of provisional acceptance of the works, certified by the Project Manager in accordance with Clause 7.10 hereof, or in the event of more than one certificate having been issued by the Project Manager under the said clause, from the respective dates so certified and in relation to the Defects Liability Period the expression "the works" shall be construed accordingly.

**The defects liability period shall be equivalent to one calendar year from the date of issue of certificate of Substantial Completion.**

#### **8.2 Execution of repair work, etc.**

To the extent that the works, as soon as practicable, after the expiration of the Defects Liability Period, be delivered to the Client in the condition required by the contract, fair wear and tear excepted, and to the satisfaction of the Project Manager. The contractor shall finish the work, if any, outstanding at the date of completion, as certified under clause 7.10 hereof, as soon as practicable after such date and shall execute all such work of repair, amendment, reconstruction, rectification and making good defects, imperfections, shrinkages or other faults as may be required of the contractor in writing by the Project Manager and / or the Client during the Defects Liability Period or within 14 days after its expiration, as a result of an inspection made by or on behalf of the Project Manager and / or the Client prior to its expiration.

The Contractor has to attend and complete:

**Level 1 Defects** (Quick fix defects which can be rectified with / without usage of additional material out of attic stock): On receipt of the defect intimation from the Client, the Contractor has to respond to the defect rectification within 08hrs of intimation and has to complete the rectification within 24 hours of time.

**Level 2 Defects** (These are defects which would require additional material which are more local procurement): On receipt of the defect intimation from the Client, the Contractor has to respond to the defect rectification within 24hrs of intimation and has to complete the rectification within 3-4 days of time.

**Level 3 Defects** (These are defects involved the above two and / or replacement of equipment): On receipt of the defect intimation from the Client, the Contractor has to respond to the defect rectification within 48hrs of intimation and has to complete the rectification within 7 days of time.

In no case rectification of defects should cross 7 (seven) calendar days.

#### **8.3 Cost of execution of works of repair, etc.**

All such work shall be carried out by the contractor at his own expense if the necessity thereof shall, in the opinion of the Project Manager and / or the Client, be due to the use of materials or workmanship not in accordance with the contract, or to neglect or failure on the part of the contractor to comply with any obligation, expressed or implied, on the contractor's part under the contract. If, in the opinion of the Client, such necessity shall be due to any other cause, the value of such work shall be ascertained and paid for as if it were additional work.

#### **8.4 Remedy on contractor's failure to carry out work required**

If the contractor shall fail to do any such work as aforesaid required by the Project Manager and / or the Client, the Project Manager and /or the Client shall be entitled to employ and pay other persons to carry out the same and if such work is work which, in the opinion of the Project Manager and/ or the Client, the contractor was liable to do at his own expense under the contract, then all expenses consequent thereon or incidental thereto shall be recoverable from the contractor by the Client either by deduction by the Client from any monies due or which may become due to the contractor or otherwise.

If the Contractor fails to respond during the defects liability period, or attend to the defect rectification within 7 days of time the same is intimated to him, the Client reserve the right to get the work done by any other agency at the risk and cost of the Contractor, and deduct the amount from the contractor’s retention money or even encash the Retention BG submitted by the contractor.

#### **8.5 Contractor to search for defects.**

The contractor shall, if required by the Project Manager and / or the Client in writing, search under the directions of the Project Manager for the cause of any defect, imperfection or fault appearing during the progress of the works or in the Defects Liability Period. If such defect, imperfection or fault shall be one for which the contractor is liable as aforesaid, the cost of the work carried out in searching as aforesaid shall be borne by the contractor and he shall in such case repair, rectify and make good such defect, imperfection or fault at his own expense in accordance with the provisions of clause 8 hereof.

#### **8.6 Withholding And Lien In Respect Of Sums Claimed**

Whenever any claim, by the Client against the Contractor for the payment of a sum of money, arises out of or under the Contract the Client shall be entitled to withhold, and also have a lien to retain such sum or sums, in whole or in part, from the money payable or which become payable, to the Contractor. Such sums may, alternatively, be withheld from the Security Deposit, Retention money retained, or any of the monies due or which may become due, to the Contractor.

It is an agreed term of the Contract that the sum of money withheld or retained under a lien referred to above by the client shall be kept withheld or retained as such by the Client till the claim arising out of, or under the Contract is determined by Arbitration or by a competent Court, as the case may be and that the Contractor shall have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above. For the purposes of this Clause, where the Contractor is a partnership firm or a limited Company, the Client shall be entitled to withhold and also have lien to retain towards such claimed amount and amounts in whole or in part from any sum found payable to any Partner or Limited Company as the case may be whether in his individual capacity or otherwise.

The Client shall have right to cause an Audit and Technical Examination of the works at any stage of works and after Completion of the Contract in terms of the Certificate of the Completion of Making Good Defects and if as a result of such Audit and Technical Examination any sum is found to have been overpaid in respect of any work done by the Contractor under the Contract or any work claimed by him to have been done by him under the Contract is found not to have been executed, the Contractor shall be liable to refund the amount of overpayment and it shall be lawful for Client to recover the same from him In the manner prescribed here-in above or under this contract or under any other Contract entered with the Clients or in any other manner legally permissible and if it is found that the Contractor was paid less than what was due to him under the Contract in respect of any work executed by him under it the amount of such under-payment shall be duly paid by the Client to the Contractor.

### 9. Alterations, Additions, and Omissions

#### **9.1 Variations**

**9.1.1** The Client/Project Manager shall make any variation of the form, quality or quantity of the works or any part thereof that may, in his opinion, be necessary and for that purpose or if for any other reason it shall, in his opinion be desirable, he shall have power to order the contractor to do and the contractor shall do any of the following:

a) Increase or decrease the quantity of any work included in the contract,

b) Omit any such work,

c) Change the character or quality or kind of any such work,

d) Change the levels, lines, position and dimensions of any part of the works.

1. Execute additional work of any kind necessary for the completion of the works, and

f) Work, which, though not included in the original contract, is found to be necessary for its completion, shall also be carried out by the contractor at the Project Manager request unless the contractor’s business is not equipped for the purpose. Other work may only be allocated to a contractor with his consent.

**9.1.2 Variation Order Procedure**

Prior to any Variation(s), the Project Manager shall notify the Contractor of the nature and form of such variation or vice versa (where the Variation is proposed by the Contractor). As soon as possible after having received such notice, the Contractor shall submit to the Project Manager:

a) a description of work, if any to be performed and a pro­gramme for its execution, and the Contractor's proposals for any necessary modifica­tions to the Programme or to any of the Contractor's obligations under the Con­tract, and the Contractor's proposals for adjustment to the Contract Price.

b) Following the receipt of the Contractor's submission the Project Manager shall, after due consultation with the Employer and the Contractor, decide as soon as possible whether or not the variation shall be carried out.

c) If the Project Manager decides that the variation shall be carried out, he shall issue a Variation Order clearly identified as such in accordance with the Contractor's submission or as modified by agreement. If the Project Manager and the Contractor are unable to agree the adjustment of the Contract Price, the provisions of Sub-Clause 9.3 shall apply.

**9.1.3** No such variation shall in any way vitiate or invalidate the contract, but the value, if any, of all such variations shall be taken into account in ascertaining the amount of the contract price. No claims on account of variation compensation will be entertained irrespective of the amount of variation in quantities of individual items as well as the contract value, including claim for loss of anticipated profits , for mobilization of additional resources or for any such reason on account of any such variations.

#### **9.2 Orders for variations to be in writing**

No such variations shall be made by the contractor without an order in writing of the Project Manager. No written order shall be required for increase or decrease in the quantity of any work where such increase or decrease is not the result of an order given under this clause, but is the result of the quantities exceeding or being less than those stated in the bill of quantities.

#### **9.3 Valuation of variations - Extra items**

All extra or additional work done or work omitted by order of the Project Manager shall be valued at the rates and prices set out in the contract. If the contract does not contain any rates or prices applicable to the extra or additional work, then suitable rates or prices shall be agreed upon between the Project Manager and the contractor. In the event of disagreement, the Client / Project Manager in consultation with the Architect shall fix such rates or prices as shall, in his opinion, be reasonable and proper. The decision of the Client / Project Manager shall be final and binding on both parties.

Wherever possible the actual cost shall be derived from similar items of work available in the contract. In case it is not possible to assess the rates as indicated above, the actual cost shall be determined as follows:

1. Basic cost of material inclusive of all taxes and both direct and indirect at suppliers’ Godown
2. Transportation to site subject to a ceiling of 2% of the total material cost or actual transportation cost whichever is less.
3. Cost of tools and plant with proper break up of cost or maximum of 1.5% if applicable shall be approved Project Manager/Client.
4. Cost of consumables at Actual or maximum of 1% at the Discretion of the Project Manager.
5. Cost of transit insurances shall be included.
6. Cost of Labor
7. Wastage (beyond permissible/allowable limits, if any, as stipulated inthis contract) of material shall be included.

A margin of 15% towards overhead & profits shall be added to the actual cost worked out as above. If applicable, works contract tax shall be added to arrive at the final rate of the item.

For all extra items of work it shall be the responsibility of the contractor to submit to the Project Manager rate analysis as detailed above. The Project Manager and Client in consultation with the Architect shall give his approval of the rates agreed in writing to the contractor.

In the event that no agreement is reached on arriving at rates on any or all of the extra items of work, the guidelines laid down by the CPWD / Government of India Schedule of Rates shall be followed for arriving at the rates for the extra items of work.

The Contractor shall not claim any revision (upward) in prices up to a maximum variation of ±20% in overall contract price or increase in quantities, whichever is higher.

Notwithstanding the above variation the contractor shall not stop or suspend any work/part of work/refuse to start the work.

The Contractor shall notify in advance the possibility of the overall contract price variation going beyond the above said limit. In all such case the revision in prices shall be mutually agreed upon between the Project Manager/Client and the Contractor as per the provisions of the contract. In the event of disagreement, the Client and Project Manager in consultation with the Architect shall fix such rates or prices as shall, in his opinion, be reasonable and Justifiable. The decision of the Client/Project Manager shall be final and binding.

#### **9.4 Power of Project Manager to fix rates**

Provided that if the nature or amount of any omission or addition relative to the nature of amount of the whole of the works or to any part thereof, shall be such that, in the opinion of the Project Manager, the rate or price contained in the contract for any item of the works is, by reason of such omission or addition, rendered unreasonable or inapplicable, then a suitable rate or price shall be agreed upon between the Client / Project Manager and the contractor. In the event of disagreement, the Client/Project Manager shall fix such other rate or price as shall, in his opinion, be reasonable and proper having regard to the circumstances.

Provided also that no increase or decrease under sub-clause 9.1.1 of this clause or variation of rate or price under sub-clause 9.2 of this clause shall be made unless, as soon after the date of the order as is practicable and, in the case of extra or additional work, before the commencement of the work or as soon thereafter as is practicable, notice shall have been given in writing:

* + 1. By the contractor to the Project Manager of his intention to claim extra payment or a varied rate or price, or
    2. By the Project Manager to the contractor of his intention to vary a rate or price.

#### **9.5 Day work**

The Project Manager may, in his opinion, if it is necessary or desirable, order in writing that any additional or substituted work shall be executed on a day work basis. The contractor shall then be paid for such work under the conditions set out in the day work schedule included in the contract and at the rates and prices affixed thereto by him in his tender.

The contractor shall furnish to the Project Manager such receipts or other vouchers as may be necessary to prove the amounts paid and, before ordering materials, shall submit to the Project Manager quotations for the same for his approval.

In respect of all work executed on a day work basis, the contractor shall, during the continuance of such work, deliver each day to the Project Manager an exact list in duplicate of the names, occupation and time of all workmen employed on such work and a statement, also in duplicate, showing the description and quantity of all materials and plant used thereon or therefore (other than plant which is included in the percentage addition in accordance with the Schedule hereinbefore referred to). One copy of each list and statement will, if correct, or when agreed, be signed by the Project Manager and returned to the contractor.

#### **9.6 Claims**

The contractor shall send to the Project Manager once in every 15 days an account giving particulars, as full and detailed as possible, of all claims for any additional payment to which the contractor may consider himself entitled and of all extra or additional work ordered by the Project Manager which he has executed during the preceding month. No final or interim claim for payment for any such work or expense will be considered which has not been included in such particulars. Provided always that the Project Manager shall be entitled to authorize payment to be made for any such work or expense, notwithstanding the contractor's failure to comply with this condition if the contractor has, at the earliest practicable opportunity, notified the Project Manager in writing that he intends to make a claim for such work. Final approval shall be by the Client.

### 10. Plant, Temporary Works and Materials

#### **10.1 Plant, etc., exclusive use for the works**

1) All constructional plant, temporary works and materials provided by the contractor shall, when brought on to the site, be deemed to be exclusively intended for the execution of the works and the contractor shall not remove the same or any part thereof except for the purpose of moving it from one part of the site to another, which shall not be unreasonably withheld.

2) **Removal of plant, etc.**

Upon completion of the works or on receiving a written direction from the Project Manager / Project Manager, 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.

If the contractor fails to remove the plant and machinery on time given by the Project Manager, the Project Manager will get it removed from the external agency at the risk and cost of the contractor. The removal cost includes removal of plant and machinery; cost of transport to the destination preferred by the vendor (within the city of Bangalore), cost of leasing of space if vendor fails to identify the storage space, supervision charges and liquidated damages.

**3) Client not liable for damage to plant, etc.**

The Client shall not at any time be liable for the loss or damage to any of the said constructional plant, temporary works or materials save as mentioned in clauses 5.13 and 16 hereof.

#### **10.2 Approval of materials etc., not implied**

The operation of Clause 10 hereof shall not be deemed to imply any approval by the Project Manager of the materials or other matters referred to therein nor shall it prevent the rejection of any such materials at any time by the Project Manager.

### 11. Measurement

#### **11.1 Quantities**

A. The quantities set out in the bill of quantities are the estimated quantities of the work but they are not to be taken as the actual and correct quantities of the works to be executed by the contractor in fulfillment of his obligations under the contract.

* 1. **Schedule of quantities –**

No claim because actual quantities differ from bill of quantities

The quantities of the various kinds of work to be done and materials to be furnished under this contract which have been estimated and are set forth in the proposal or the contract or the bill of quantities, are the estimated quantities and not be accurate in any or all particulars and are only for the purpose of comparing on a uniform basis the bids offered for the work under this contract.

Project Manager reserves the right to take over and operate directly or indirectly some or all items of works under this contract, if such items of works are not started or operated at all. The items may be deleted or added in dialogue with contractors and Project Manager.

The contractor shall have no claim whatsoever for anticipated profits or loss on profit or for damages consequent on Project Manager taking over and operating such items, variation in quantities.

#### **11.2 Works to be measured**

The Project Manager shall, except as otherwise stated, ascertain and determine by Joint measurement along with the Contractor the value in terms of the contract of work done in accordance with the contract. He shall, when he requires any part or parts of the works to be measured, give notice to the contractor's authorized agent or representative who shall forthwith attend or send a qualified agent to assist the Project Manager in such measurement and shall furnish all particulars required by either of them. Should the contractor not attend or neglect or omit to send such agent, then the measurement made by the Project Manager or approved by him shall be taken to be the correct measurement of the work. For the purpose of measuring such permanent work as is to be measured by records and drawings, the Project Manager shall prepare records and drawings month by month of such work and the contractor, as and when called upon to do so in writing shall, within 14 days, attend to examine and agree such records and drawings with the Project Manager and shall sign the same when so agreed. If the contractor does not so attend to examine and agree such records and drawings, they shall be taken to be correct. If, after examinations of such records and drawings, the contractor does not agree the same or does not sign the same as agreed, they shall nevertheless be taken to be correct, unless the contractor shall, within 14 days of such examination, lodge with the Project Manager, for decision by the Project Manager, notice in writing of the respects in which such records and drawings are claimed by him to be incorrect.

#### **11.3 Method of measurement**

The works shall be measured as stipulated in the Bureau of Indian Standards notwithstanding any general or local custom except where otherwise specifically described or prescribed in the contract.

The works shall be measured as per latest edition of Indian Standard IS: 1200 or as specified separately in the technical specifications.

In the event of any dispute with regard to the method of measurement of any work, the decision of the Project Manager shall be final and binding and no extra claims shall be entertained or allowed at any stage in this regard.

### 12. Certificates and Payment

#### **12.1 Certificates and Payment**

Unless otherwise provided, payments shall be made as mentioned in tendor summary/memorandum above (payment terms). in accordance with the conditions set out below:-

* Advance against BG : 50% of total contract value.
* Separate running bills will be raised for each of supply and installation of Glass, Electrical, ESD, Furniture & Fixtures and storage work.
* For each running bill to be raised not earlier than one week of previous bill raised, after adjusting the pro-rata advance paid, the following will be the payment terms;
  + 80% on completion of supply and installation
  + 15% on measurement, testing, commissioning within one month
  + 5% on completion of defect liability period or against equivalent BG
* 5% will be deducted from each bill on prorate basis against retention amount which is payable after successful completion of Defect Liability Period of 12 months

**Billing and Certificates**

The contractor shall submit monthly running bills in approved format for materials (If applicable/ allowed by the Project Manager) and works along with required details (ESI, PF and any other applicable statutory compliance) and measurements as directed by the Project Manager. The contractor shall submit Weekly progress report in triplicate in approved format.

The bill shall be checked & verified by the Project Managers as regards the quality of work done and issue of Certificate of Payment for interim payments for amounts, which in the opinion of the Project Manager are due to the contractor. Payment of the interim and final bills is subject to the Project Manager/Architect approving the quantity and quality of materials, equipment and workmanship and adherence to the details as per Works Contract, including Layout Plans/Drawings, Specifications and the Architect’s Instructions.

All interim payments made to the contractor during the progress of the works and thereafter against various running bills shall be deemed to be on account payments to be adjusted in the final payment certificate and handing over of the works to the Project Manager and further adjusted, if necessary in the final payments certified at final account stage after the completion of Defects Liability Period. Also to note that all interim payments made are considered as advance payments for the works done till the final payment certificate is made.

Final bill shall be submitted within one month or earlier as directed by the Project Manager, of issue of the Substantial completion certificate vide clause 7.10 – of the contract (unless the Project Manager grants specific extension of time, in the form approved by Client/PM), and must include the following too:-

1. Original Contract Sum.
2. Variations (Net Adjustment).
3. Final Contract Price
4. Previously Paid Sum
5. Final Amount Due

Final certificate of payment shall be issued within one month of receipt of all clarifications and details of the Final bill to the satisfaction of the Project Manager.

#### **Terms of payment**

**Mobilization Advance**

On the Contractor’s request, and Client’s discretion, an interest free mobilization advance equal to 50% of the Contract Price as awarded excluding sums of expenses and contingencies, shall be payable to the Contractor within 15 days from the date of issue of Agreement against bank guarantee of like amount in the same currency from an approved bank, in the format indicated in **APPENDIX - “B**” and submission of request for release of advance.

The recovery of advance shall commence from the first running account bill. This shall be recovered on pro-rata basis commencing from the first running bill to fourth running bill.

**Payment for works**

Running bills shall be submitted by the Contractor and shall be certified for quality of work done and assessed quantities of Work completed. Assessment of Project Manager shall be final. RA bills shall be raised based on the achievement of the milestones as mutually agreed between Client/ CBRE and the Contractor. Only one bill per month will be allowed.

Final bill will be certified by the Project Manager after verification by the Architects of all the required details and submission of as built drawings, duly checked final measurements and all other documents as required to be submitted by the Contractor, as stipulated/listed in this Contract, and clearance of the work site, as stipulated at Para 5.34 here in.

**Retention money**

Retention Money at the rate of 5% of the certified Gross value of work done for each running bill will be deducted. The Said Retention money shall be released as:

1. At the rate of 2.5% shall be released to the contractor against Bank Guarantee of like amount in the same currency from an approved bank, in the approved format valid up to the end of the Defect Liability Period.
2. The balance 2.5% “Retention Money” shall be released after completion of the defects liability period, provided that the work is free from defects and the Contractor has rectified all defects identified by the Architect / Project Manager / Client.
3. In case the contractor is not willing to submit the Retention Bank Guarantee, the complete 5% shall be retained and released only after successful completion of Defect Liability Period, provided that the work is free from defects and the Contractor has rectified all defects identified by the Architect / Project Manager / Client.

**Performance Bond & Retention Money will not bear any interest whatsoever.**

In case the contractor is not responding during the defects liability period the Client reserve the right to get the work done by any other agency and deduct the amount from the contractor’s retention money or even encash the Retention BG submitted by the contractor.

The Client shall have a lien over all or any money that may become due and payable to the Contractor, under these conditions and also over the security deposit retention money, against defects liability held by the Client, under the contract and becoming repayable to the Contractor.

#### **12.3 Cessation of Client’s liability**

The Client shall not be liable to the contractor for any matter or thing arising out of or in connection with the contract or the execution of the works, unless the contractor shall have made a claim in writing in respect thereof before the giving of the Final Completion certificate under this Clause.

### 13. Remedies and Powers

#### **13.1 Default of contractor**

If the contractor shall become bankrupt or have a receiving order made against him, or shall present this petition in bankruptcy, or a winding up petition has been filed against the contractor or a resolution for voluntary winding up has been passed by the contractor(if the contractor is an incorporated company) or shall make an arrangement with or assignment in favor of his creditors, or shall agree to carry out the contract under a committee of inspection of his creditors or, being a corporation, shall go into liquidation (other than a voluntary liquidation), or if the contractor shall assign the contract, without the consent in writing of the Client first obtained, or shall have an execution levied on his goods, or if the Project Manager shall certify in writing to the Client that in his opinion the contractor:

a) Has abandoned the contract, or

b) Without reasonable excuse has failed to commence the works or has suspended the progress of the works for 15 days after receiving from the Client written notice to proceed, or

c) Has failed to remove materials from the site or to pull down and replace work for 15 days after receiving from the Project Manager written notice that the said materials or work had been condemned and rejected by the Project Manager under these conditions, or

d) Contractor is not executing the works in accordance with the contract, or is persistently or flagrantly neglecting to carry out his obligations under the contract, or

e) Has, to the detriment of good workmanship, or in defiance of the Project Manager's instructions to the contrary, sub-let any part of the contract

Then the Client may, after giving fourteen days’ notice in writing to the contractor, terminate the contract there from without thereby releasing the contractor from any of his obligations or liabilities under the contract, or affecting the rights and powers conferred on the Client by the contract, and may himself complete the works or may employ any other contractor to complete the works at the risk and cost of contractor. The Project Manager or such other contractor may use for such completion so much of the constructional plant, temporary works and materials, which have been deemed to be reserved exclusively for the execution of the works, under the provisions of the contract, as he or they may think proper, and the Client may, at any time, sell any of the said constructional plant, temporary works and unused materials and apply the proceeds of sale in or towards the satisfaction of any sums due or which may become due to him from the contractor under the contract.

#### **13.2 Valuation of date of forfeiture**

The Project Manager shall, as soon as may be practicable after such termination by the Client fix and determine after such investigation or enquiries as he may think fit to make or institute and shall certify what amount, if any, had at the time of such entry and expulsion been reasonably earned by or would reasonably accrue to the contractor in respect of work then actually done by him under the contract and the value of any of the said unused or partially used materials, any constructional plant and any temporary works.

#### **13.3 Payment after forfeiture**

If the Client shall terminate the contract under this clause, he shall not be liable to pay to the contractor any money on account of the contract until the expiration of the Defects Liability Period and thereafter until the costs of execution and Final Completion, damages for delay in completion, if any, and all other expenses incurred by the Client 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 him upon due completion by him after deducting the said amount. If such amount shall exceed the sum which would have been payable to the contractor on due completion by him, then the contractor shall, upon demand, pay to the Client the amount of such excess and it shall be deemed a debt due by the contractor to the Client and shall be recoverable accordingly.

#### **13.4 Urgent repairs**

If, by reason of any accident, or failure, or other event occurring to in or in connection with the works, or any part thereof, either during the execution of the works, or during the Defects Liability Period, any remedial or other work or repair shall, in the opinion of the Client/Project Manager, be urgently necessary for the safety of the works and the contractor is unable or unwilling at once to do such work or repair, the Client/Project Manager may employ and pay other persons to carryout to such work or repair as he may consider necessary. If the work or repair so done by the Client/Project Manager is the work which, in the opinion of the Client/Project Manager, the contractor was liable to do at his own expense under the contract, all expenses properly incurred by the Client in so doing shall be recoverable from the contractor by the Client, or may be deducted by the Client from any monies due or which may become due to the contractor.

#### **13.5 Termination of Contract by the Client**

(i) If the Contractor being an individual or a Firm commit any "Act of Insolvency" or shall be adjudged an insolvent or being an Incorporated Company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the Liquidator in such acts of Insolvency or winding up shall be liable within seven days after notice to him requiring him to do so to show to the reasonable satisfaction of the Client that he is able to carry out and fulfill the contract, and to give security thereof, if so required by the Client.

(ii) Or if the Contractor (whether an individual Firm of Incorporated Company) shall suffer execution to be issued.

(iii) Or shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the Contractor.

(iv) Or shall assign or sublet this contract without the consent in writing of the Client first obtained.

(v) Or shall charge or encumber this contract or any payments due or which may become due to the Contractor there under.

(vi) Or if the Project Managers/ Architect shall certify in writing to the Client that the Contractor –

a] Has failed to commence the works, or has without any lawful excuse under <!-- Generation of PM publication page 34 -->these conditions suspended the progress of the works for ten days after receiving from the Project Managers/ Architect written notice to proceed, or

b] Has failed to proceed with the works with such diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or

c] Has failed to remove materials from the site or to pull down and replace the work for five days after receiving from the Project Managers/ Architect written notice that the said materials or work were condemned/ rejected by the Project Managers/ Architect under these conditions, or

d] Has neglected or failed to observe and perform all or any of the acts, matters or things by this contract to be observed and performed by the contractor for 5 (five) days after written notice shall have been given to the contractor requiring the contractor to observe or perform the same, or

e] Has to the detriment of good workmanship or in defiance of the Architect's/Project Managers’ instructions to the contrary sublet any part of the Contract.

f] Has committed a breach of any of the provisions of this contract and has failed to rectify such breach within a period of 5 (five) days after receipt of notice in this regard from the contractor;

Then and in such of the said cases the Client, in consultation with the Project Managers/Architect may, notwithstanding any previous waiver, terminate this contract after giving seven days notice in writing and without affecting the powers of the Project Managers/ Architect or the obligations and liabilities of the contract -the whole of which shall continue in force as fully as if the works subsequently executed by or on behalf of the Contractor. And further, the Client in consultation with the Architect, may enter upon and take possession of the works and all plant, tools, scaffoldings, sheds, machinery and other power utensils and materials lying upon the premises or adjoining lands or roads, and use the same by means of his own servants and workmen in carrying on and completing the works or by employing any other Contractors or other person or persons to complete the works, and the Contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other Contractor or other person or persons employed for completing And finishing or using the materials and plant for the works. When the works be completed or As soon thereafter as convenient to the Project Managers/ Architect shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of ten days after receipt thereof by him, the Client shall sell the same by public auction, and shall give credit to the contractor for the amount realized after deducting expenses. The Project Managers/ Architect shall thereafter ascertain and certify in writing under his hand what (if anything) shall be due or payable to or by the Client for the value of the said plant and materials so taken possession of by the Client and the expenses or loss which the Client shall have been put to in producing the works to be completed, and the amount which shall be so certified shall there upon be paid by the Client to the Contractor or by the Contractor to the Client, as the case may be, and the certificate of the Project Managers/ Architect shall be final and conclusive between the parties.

If incase the contractor refuses to vacate the site of works after the termination of contract, the contractor shall be liable to pay 0.5% of contract value for each week of occupation of the site of works after the termination of the contact as liquidated damages. The Contractor agrees that the amount stipulated above is a genuine pre-estimate of the loss that would be suffered by the Client due to delay in the execution of the works.

#### **13.6 Damages for Non Completion**

If the Contractor fails to complete the works by the date stated under Clause 7.4 or within any extended time under Clause 7.5 and during the ‘Defects Liability Period’ under Clause 8.1 herein and the Project Managers/ Architect certifies in writing that in his opinion the same ought reasonably so to have been completed, the contractor shall pay or allow to the Client the sum of all losses incurred to him as "Liquidated Damages" for the period during which the said works shall so remain incomplete and the Client may deduct such damages from any moneys due to the Contractor (amount as specified in Clause 7.8 for non-completion of intermediate milestones can be stipulated as liquidated damages for delay in final completion.). The deduction of such sum shall not however absolve the contractor of his responsibility and obligations to complete the work in its entirety.

**13.7 PREVENTION OF CORRUPTION**

The Client shall be entitled to cancel the Contract and to recover from the Contractor the amount of any loss resulting from such cancellation, if the Contractor has offered or given any person any gift or consideration of any kind as an inducement or reward for doing or intending to do any action in relation to the obtaining or the execution of the Contract or any other contract with the Client or for showing or intending to show favour or disfavour to any person in relation to the Contract or any other contract with the Client, if the like acts shall have been done by any persons employed by him or acting on his behalf whether with or without the knowledge of the Contractor in relation to this or any other Contract with the Client.

### 14 Special Risks

#### **War, Hostilities etc.**

The special risks are war, hostilities (whether war be declared or not), invasion act of foreign enemies, the nuclear and pressure waves risk described in clause 5.13 b) hereof, or in so far as it relates to the country in which the works are being or are to be executed or maintained, rebellion, revolution, insurrection, military or usurped power, civil war, or unless solely restricted to the employees of the contractor or of his sub-contractors and arising from the conduct of the works, riot, commotion or disorder.

**a) Outbreak of war**

If, during the currency of the contract, there shall be an outbreak of war, whether war is declared or not, in any part of the world which, whether financially or otherwise, materially affects the execution of the works, the contractor shall, unless and until the contract is terminated under the provisions of this clause, continue to use his best endeavors to complete the execution of the works. Provided always that the Client shall be entitled at any time after such outbreak of war to terminate the contract by giving written notice to the contractor and, upon such notice being given this contract shall except as to the rights of the parties under this clause and to the operations of clause 16.2 hereof, terminate, but without prejudice to the rights of either party in respect of any antecedent breach thereof.

**b) Removal of plant on termination**

If the contract shall be terminated under the provisions of the last preceding sub-clause, the contractor shall, with all reasonable dispatch, remove from the site all constructional plant and shall give similar facilities to his sub-contractor to do so, unless the Project Manager has detained the same in accordance with the terms and conditions of this contract for the purpose of disposal to recover any moneys due to it. .

**c) Payment on contract termination**

If the contract shall be terminated as aforesaid, the contractor shall be paid by the Client, insofar as such amounts or items shall not have already been covered by payments on account made to the contractor, for all work executed prior to the date of termination at the rates and prices provided in the contract and in addition:

i) The amounts payable in respect of any preliminary items, so far as work or service comprised therein has been carried out or performed, and a proper proportion as certified by the Project Manager of any such items, the work or service comprised in which has been partially carried out or performed.

ii) The cost of materials or goods reasonably ordered for the works which shall have been delivered to the contractor or of which the contractor is legally liable to accept delivery, such materials or goods becoming the property of the Client upon such payments being made by him.

Provided always that against any payments due from the Client under this sub-clause, the Client shall be entitled to be credited with any outstanding balances due from the contractor for advances in respect of constructional plant and materials and any other sums which at the date of termination were recoverable by the Client from the contractor under the terms of the contract.

And provided further, that the Contractor shall not be entitled to be paid for any work, which is not executed in accordance with the specifications given to the Contractor, under these provisions.

#### **Force majeure**

Payment in the event of force majeure

If a war, or other circumstances outside the control of both parties, arises after the contract is made so that either party is prevented from fulfilling his contractual obligations, or under the law governing the contract, the parties are released from further performance, then the sum payable by the Client to the contractor in respect of the work executed shall be the same as that which would have been payable under clause 14.c hereof if the contract had been terminated under the provisions of Clause 14.c hereof.

### 15. Settlement of Disputes by Arbitration

All disputes and differences of any kind, whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after their completion) and whether before or after the determination of abandonment or breach of the Contract, shall be referred to and settled by the Architect who shall state his decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Architect with respect to any of the "excepted matters" shall be final and without Appeal as stated in the proceeding Clause. But if either the Client or the Contractor be dissatisfied with the decision of the Architect on any matter, question or dispute of any kind (except any of the "excepted matters") or as to the withholding by the Architect of any certificate, to which the Contractor may claim to be entitled, then and in any such case either party (the Client/or the Contractor) may within twenty-eight days after receiving notice of such decision, give a written notice through the Architect / PM requiring that matters in dispute be arbitrated upon, specifying the matters which are in dispute and such dispute or difference of which such written notice has been given.

Such written notice shall be referred to arbitration under the provision of the Arbitration and Conciliation Act, 1996 or any statutory modification or reenactment thereof and the rules made hereunder and for the time being in force. Such arbitration shall be conducted by:-

1. A single Arbitrator being a fellow of the Indian Institute of Architects to be agreed upon and appointed by both the parties,

Or in case of disagreement

1. Three arbitrators, one each for the Employer and the Contractor, i.e. parties to the dispute, who in turn shall jointly nominate a third arbitrator or the Umpire, before the arbitration.

Arbitrators shall be experienced and knowledgeable persons in the field of construction and development of first class real estate projects.

The Arbitrator, the Arbitrators or the Umpire shall have power to open up, review and revise any certificate, opinion, decision, requisition or notice given save in regard to the excepted matters referred to in the preceding clause, and to determine all matters in dispute which shall be submitted to him or them and of which notice shall have been given as aforesaid.

In case during the arbitration proceedings the parties mutually settle, compromise or compound their dispute or difference, the reference to arbitration proceedings shall stand withdrawn or terminated, with effect from the date on which the parties file a joint memorandum of settlement thereof, with the arbitrators.

Upon every or any such reference the cost of and incidental to the reference and award respectively shall be in the direction of the Arbitrator, or Arbitrators or the Umpire who may determine the amount thereof or direct the same to be taxed as between attorneys and client, or as between party and party, and shall direct by whom and in what manner the same shall be borne and paid. This submission shall be deemed to be a submission to Arbitration within the meaning of the Indian Arbitration and conciliation Act, 1996 as per any statutory modification thereof. The Award of the Arbitrator or Arbitrators or the Umpire shall be final and binding on the parties. Such reference except as to the withholding by the Architect or any certificates under this clause to which the contractor claims to be entitled, shall not be opened or entered upon until after the completion or alleged completion of the works or until after the practical cessation of the works arising from any clause unless with the written consent of the Client and the Contractor. Provided always that the Client shall not withhold the payment of an interim certificate, nor the Contractor, except with the consent in writing of the architect in any way delay the carrying out of the works by reason of any such matters, question or dispute being referred to Arbitration but shall proceed with work with all due diligence and shall until the decision of the Architect and the Arbitrator or the Arbitrators or the Umpire shall relieve the Contractor of his obligations to adhere strictly carrying out of the Works. The Client and the Contractor hereby also agree that Arbitration under this clause shall be a condition precedent to any right of action under the Contract, and also that reference to Arbitration shall be made only after completion of the works unless the situation warrants otherwise. The provisions of this clause shall survive the expiry or sooner termination of his Contract.

All decisions and determinations by the Project Manager shall be deemed to be decisions of an expert whose expertise the parties accept. The decision shall not be an award pursuant to arbitration or conciliation.

### 16. Site Offices and Facilities

The Contractor shall supply and erect a well-lit, temporary site office for use by him at his own cost, if required. The layout of site office, drawing shall be approved by the Project Manager/Client and at the order of Client/Project Manager the same shall be removed if applicable.

### 17. Notices

**17.1 Services of notices on contractor**

1) All certificates, notices or written orders to be given by the Client or by the Project Manager to the contractor under the terms of the contract shall be served by sending by post to, also a soft copy to be sent to the email id as in the agreement to be signed or delivering the same to the contractor's principal place of business, or such other address as the contractor shall nominate for this purpose.

**2) Service of notices on Client**

All notices to be given to the Project Manager under the terms of the contract shall be served by sending by post or delivering the same to the respective addresses nominated for that purpose.

**3) Change of address**

Either party may change a nominated address to another address in the country where the works are being executed by prior written notice to the other party.

### 18. NSC Coordination Charges

The contractor is required to support, coordinate and facilitate works in respect of sub-contractors nominated by the Client, here-in referred to as Nominated Sub-Contractors (NSC), for various works as decided by the Client. The appointment of such NSC will be done by Client/Project Manager directly. The NSC charges will be paid by the Client to the Contractor as per the agreed terms and conditions mentioned in the contract. The responsibility matrix for such NSC works is exclusively mentioned in the Annexure-1 enclosed.

# Appendix "A"- CONTRACT AGREEMENT

ARTICLES OF AGREEMENT

The Articles of agreement made and entered on this \_\_\_\_\_ day of ­\_\_\_\_\_\_\_\_\_\_\_\_\_, 2021 at Bangalore, by and between:

**M/s** **Client** a company incorporated under the companies Act, 1956 and having its Registered Offices at PQRS, represented by its XXXX hereinafter called the “Client" which expression shall unless repugnant to the meaning or context, be deemed to mean and include, its successors and permitted assignees.

AND

**M/s\_\_Contractor\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.,** with its Registered Offices at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and having its Head Offices \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, represented by its Managing Director, **Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, hereinafter called the “Contractor" which expression shall, where the context so admits, include its successors in office and assignees.

Each of the parties mentioned above are hereinafter collectively referred to as the “Parties” and individually as “Party”.Whereas the lient is desirous that certain works should be executed, viz. , glass and gysum partition for rooms, Electrical work, ESD, Furniture & fixtures

of the K-tech CoE-IoT Lab renovation– Project, at HSR Layout Bangalore location,as mentioned in the tender documents, and has accepted the Tender by the Contractor for a contract price of **INR \_\_\_\_\_\_\_\_\_\_\_\_\_\_** (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Only) which is inclusive of all applicable taxes. Tax credits where applicable, shall be reimbursed to the contractor on the actuals at the time of billing.

For the execution, completion and maintenance of such works, now this Agreement witnesseth as follows:

1) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.

2) The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

1. Summary of Correspondence vide \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
2. Final Letter of Offer by the tenderer \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
3. Acceptance of Letter of Intent vide \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
4. Letter of Intent Vide \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
5. Final BOQ rates inclusive of VAT vide \_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_..
6. Enclosures submitted by Contractor along with the tender document which include:
   1. P & M Proposed for Project
   2. Commitment of Work Force
   3. Proposed Site Organization Chart
   4. Proposed Schedule of Construction
7. Tender document containing GCC & SCC issued on \_\_\_\_\_\_\_\_\_\_\_\_\_.
8. Tender drawings enclosed along with the tender.

3) In consideration of the payments to be made by the Client to the Contractor, the Contractor hereby covenants with the Client to execute, complete and maintain the works in conformity, in all respects with the provisions of the contract.

4) The Client hereby covenants to pay the Contractor in consideration of the execution, completion, and maintenance of the works the contract price at the times and in the manner prescribed by the contract.

This agreement is signed by both the parties with their free will and consent on the date and at the place mentioned above.

*Signed, sealed and delivered* by the authorized representatives of the said Client,   
**M/s -----------..**

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Designation \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In the presence of: Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Designation \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Signed, sealed and delivered* by the authorized representatives of the said Contractor,   
**M/s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.**

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Designation \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In the presence of: Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Designation \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Appendix "B" - Format Of Bank Guarantee For Mobilization Advance

(ON NON JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

THIS GUARANTEE made this \_\_\_\_\_\_\_\_\_\_ day \_\_\_\_\_\_\_\_\_\_\_\_of \_\_\_\_\_\_\_\_\_\_ BETWEEN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(hereinafter called BANK) which expression shall, unless repugnant to the context or contrary to the meaning thereof, include its successors and assigns on the one part and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_a Company incorporated in India and having its registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called Client) which expression shall, unless repugnant to the context or contrary to the meaning thereof, include its successors and assigns, of the other part.

WHEREAS Client has entered into a contract (hereinafter called Contract) at a total value of Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_ with M/s.\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called Contractor) which expression shall, unless repugnant to the context or contrary to the meaning thereof, includes its successors and assigns.

AND WHEREAS one of the conditions of Contract entered into, with Contractor is that Client should make an advance payment of Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_ being \_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_ percent) of Contract value against an indemnity in the form of a bank guarantee from a bank and in a form acceptable to the Client.

AND WHEREAS THE Contractor has requested BANK to issue one guarantee of Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NOW THIS GUARANTEE WITNESSETH that,

01. In consideration of Client, at the request of the Contractor, advancing a sum of Rs. \_\_\_\_\_\_\_\_\_\_\_, to the Contractor as and by way of Mobilization advance, the Bank hereby unconditionally and irrevocably guarantees to the Client for due performance of the Contractor’s obligations under the contract and indemnifies the client in respect of the amount of the mobilization advance. BANK hereby undertakes without recourse to Contractor, to pay the Client, on mere demand in the enclosed format upto and not exceeding altogether a sum of Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (rupees\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) being the amount of the 100% (One hundred percent) of the mobilization advance payment or such other unadjusted amount of the said mobilization advance. If the Client notifies to the Bank that the Contractor has failed to observe, perform and fulfill the terms of the said Contract then the Bank shall immediately pay to the CLIENT, on Client’s mere demand in the enclosed format, such sum or sums of money to the extent of Rs\_\_\_\_\_\_\_\_\_\_\_\_\_\_being \_\_5\_% of the value of the Contract as may be claimed by the CLIENT by reason of non-fulfillment by the Contractor of his obligations under the Contract as aforesaid / and shall also indemnify the CLIENT against all losses and damages which may be suffered by the CLIENT as aforesaid and against all costs, charges, expenses which may be incurred by the CLIENT in connection herewith. The Bank shall pay the said amount without demur or protest or without recourse to the Contractor. Any such demand placed in the enclosed format on the Bank shall be conclusive with respect to the amount due and payable by the Bank under this Guarantee. The decision of Client as to whether the terms and conditions of this Guarantee or Contract have been observed or not shall be final and binding on BANK and the BANK will not have the discretion to withhold payment to the CLIENT if letter in enclosed format is delivered by the CLIENT to the BANK on or before …………………….. (Tenure of Contract including extension period, if any or the complete recovery of mobilization advance which ever is later)

02. This Guarantee is a continuing Guarantee and not revocable except with the previous written consent of the CLIENT and as aforesaid, it will continue in force until the Contractor has maintained the schedule of delivery of the said work under the Contract and observed and fulfilled the terms and conditions of the Contract. The CLIENT has an irrevocable & unconditional right to claim under the Guarantee in case the Guarantee required to be extended in its opinion is not extended by the CONTRACTOR or the BANK within the time frames and for the time frames stipulated by the CLIENT.

03. The CLIENT may, without affecting Bank’s liabilities and obligations hereunder and without reference to the Bank grant time or other indulgence to or compound with the Contractor or enter into any agreement or agree to forbear to enforce any of the terms and conditions of the Contract.

04. This Guarantee shall not be affected by any change in the Constitution of the Bank of the CLIENT or by absorption / merger of the CLIENT with any other body or corporation or otherwise and this Guarantee will be available to or enforceable by such body or corporation.

05. All composition and payments received by the CLIENT from or on behalf of the Contractor shall be regarded as payments in gross and in the event of the contractor being wound-up, the CLIENT will be entitled to prove against the properties of the Contractor in respect of the whole of the contractor’s indebtedness to the CLIENT without any right on the part of the Bank to stand in the CLIENT’s place in respect of or to claim the benefits of such composition and payment or any security held by the CLIENT until the CLIENT shall have received the full amount of the claims against the contractor.

06 In order to give effect to this Guarantee the CLIENT will be entitled to act as if the Bank were the principal debtor and the Bank hereby waives all and any of its rights of surety ship.

07 THE GUARANTEE HEREIN CONTAINED is unconditional and not revocable by notice during its currency and will remain in full force until full payment has been made to the Client by BANK on the Client having lodged a claim under the Bank Guarantee within its validity i.e. ……………………..(Due Date) and if no claim is lodged by the Client then the Guarantee would expire within the period specified in this Guarantee. The BANK’s liability under this Guarantee is restricted to Rs.\_\_\_\_\_\_\_\_\_\_\_(Rupees\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_). The CLIENT may claim the full or part of the amount under the Guarantee entirely at its sole discretion and make this claim at one or more times before the expiry (including the claim period) of this guarantee. The total amount of claims is restricted to the BANK’s liability under the Guarantee. The Bank is required to make a payment immediately on receipt of the claim in the enclosed format.

08 THIS GUARANTEE shall continue to be in force notwithstanding the discharge of Contractor by operation of law and shall cease only on payment of the full amount by BANK to Client of the amount hereby secured and on the claim of Client against Contractor in respect of Contract being satisfied.

09 This Guarantee shall be in addition to and not in substitution for any other guarantee or security for the Contractor given or to be given to the CLIENT in respect of the Contract by the Bank whether alone or jointly with others.

10. IN THE EVENT OF force majeure, according to the Contract the validity of the present guarantee shall be extended for a period to be mutually agreed upon by the Client and the Contractor.

11. Subject to clause 3 hereof, Guarantee shall remain in force until the date of issue of Substantial Completion Certificate under the Contract.

12. Unless demand or claim under this Guarantee is made within the date of expiry of this Guarantee, all the rights of the CLIENT hereunder shall be forfeited and the Bank shall be relieved and discharged of all liabilities.

13. Any notice by way of request, demand or otherwise hereunder may be sent by post to the Bank, addressed as aforesaid, and if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course of post, and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate of posting from postal Authorities / Agencies, to the effect that the envelope was so posted shall be conclusive.

14 These presents shall be governed by and construed in accordance with Indian Law.

15 The Bank hereby declares that it has the power to issue this Guarantee and the undersigned has full power to do so.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to Rs. \_\_\_\_\_\_\_\_\_\_\_\_(Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_). This guarantee is valid upto \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Any claim arising out of the guarantee must be lodged with the bank at its office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on or before \_\_\_\_\_\_\_\_\_\_\_\_\_\_, after which the liability of the bank would be extinguished.

In witness thereof the Bank has executed these present the day and year first above written.

Signed and delivered for and on behalf of the above named.

**Note:**

i) The term Client / Sub-Contractor / Contract may be suitably changed whenever considered necessary.

ii) The blanks shall be filled in on the basis of Contract before issuing the proforma to Sub-Contractor.

IMPORTANT NOTE

Following points shall be taken care of while submitting the Bank Guarantee: -

1. The Bank Guarantee shall be on non-judicial stamp paper having a value of Rs. 200/- or as per requirement.

2. The stamp paper should be purchased in the name of the Bank, who give the guarantee and not in the name of the supplier/ sub-contractor.

3. The Bank Guarantee shall be strictly as per the pro-forma.

4. The Bank Guarantee should be from any of the Nationalized Banks or its subsidiaries only.

5. Correction made on the Guarantee should be endorsed by the Bank with it official seal.

**NOTE: The BG format shall not be modified or changed**

# Appendix "C" - Format of claim letter from the Client

Date

To

Branch Manager

Bank Name

Bank Postal Address

Dear Sir

You have issued a Guarantee (Reference No dated ) on behalf of the (name of the Contractor) \_\_\_\_\_\_\_\_\_\_\_\_\_\_ for an amount of Rs \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. We are enclosing here a photocopy of the same for your ready reference.

In our opinion we are entitled to a claim under this guarantee and we therefore request you to issue a demand draft in our favour i.e (Name of the Client) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ payable at Bangalore and send it to us at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by courier.

Thanking you

With best regards

For Client

XXXXX

# Appendix "D" - Format Of Bank Guarantee For Earnest Money Deposit – Not Applicable

Dear Sirs,

M/s. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ having their registered office on \_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_ Bangalore – 500\_\_ (hereinafter called the “Tenderer” which expression shall wherever the context so requires include its successors and assignees) have been invited to tender for the Civil & Structural Related works by Client

The Tender conditions provide that the TENDERER shall pay a sum of **Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ /-**

(**Rupees** only), as **Earnest Money Deposit** in the form therein mentioned. The form of payment of Earnest Money Deposit includes guarantee executed by Scheduled Bank, undertaking full responsibility to indemnify M/s Client.

(Hereinafter called “CLIENT” which expression shall wherever the Tender / contract so requires, include its successor and assignees) in case of default.

The said \_\_\_\_\_\_\_\_\_\_\_\_\_\_ has approached the BANK (hereinafter called “BANK“which expression shall wherever the context so requires include its successor and assignees and at their request and in consideration of the premises we, having our office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ have agreed to give such guarantee as hereinafter mentioned.

1. We \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereby undertake to give the irrevocable and unconditional guarantee that if default shall be made by M/s \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ in performing any of the terms and conditions of the tender or in payment of any money payable to CLIENT, we shall on first demand without demur, reservations, contest, recourse or protest and / or without reference to the TENDERER pay to CLIENT in such manner as CLIENT may direct the said amount of Rs. /-(Rupees------ only) not exceeding the said sum as CLIENT may require.
2. CLIENT will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on CLIENT under the Tender conditions with the said TENDERER and to enforce or to forbear from enforcing any powers or rights or by reason of time being given to the TENDERER and such postponement or forbearance would not have the effect of releasing the BANK from its obligation under this DEBT.
3. Your right to recover the said sum of Rs. /-(Rupees …..only) from BANK in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and / or that any dispute or disputes are pending before any officer, tribunal or court and any demand made by CLIENT on the BANK shall be conclusive and binding. The BANK shall not be released of its obligations under these presents by any exercise by CLIENT of its liberty with reference to matters aforesaid or any of their or by reason or any other acts of omission or commission on the part of CLIENT or any other indulgence shown by CLIENT or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of releasing the BANK.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the TENDERER but shall in all respects and for all purposes be binding and operative until payment of all money due to CLIENT in respect of such liabilities is paid.

5. This guarantee shall be irrevocable and shall remain valid upto \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (This date should be upto the expiry of validity of Tender) in accordance with the terms and conditions of the Tender. The BANK undertakes not to revoke this guarantee during its currency without previous consent of CLIENT and further agrees that the Guarantee contained shall continue to be enforceable till the CLIENT discharges this guarantee. However, if for any reason, the validity of the tender requires to be extended, the bank agrees to extend the validity of this guarantee at the instance of the TENDERER till such time as may be determined by the CLIENT

If any further extension of this guarantee is required, the same shall be extended to such required period in receiving instructions from M/s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on whose behalf this guarantee is issued.

6. The BANK also agrees that CLIENT at its option shall be entitled to enforce this guarantee against the surety, as a principal debtor in the first instance without proceeding against the TENDERER and not withstanding any security or other guarantee that CLIENT may have in relation to the Tenderer’s liabilities.

7. We have power to issue this guarantee in our favour under memorandum and Articles of Association and the undersigned has full power to do under the Power Attorney dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ granted to him by the Bank.

Yours faithfully,

Signature of officer

# 

**Duly authorized to sign on behalf of the Bank**

# Appendix "E" - Format Of Bank Guarantee For Contract Performance

**(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)**

**Also all other Bank Guarantees to be similar in content as this.**

“This Guarantee is made this \_\_\_\_\_\_\_\_\_\_\_day of 2021 between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Bank), a company incorporated in \_\_\_\_\_\_\_\_\_\_\_\_\_ and having its Head Office at \_\_\_\_\_\_\_\_\_\_\_\_ (herein after called the “Bank” which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assignees) in favour of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ herein after called the Client, which expression shall include, unless repugnant to the context or contrary to the meaning there of include its successors and assignees of Other Part”.

Whereas the Client has placed a Letter of Intent (LOI) /Contract/ Work Order No\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with \_\_\_\_\_\_\_\_\_\_\_ ”Contractor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the construction of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called the “work”) at the total cost \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

And whereas it is one of the terms of the said LOI/Contract/Work Order that the contractor shall furnish to the CLIENT from the Bank a Guarantee which shall be for \_\_\_\_\_\_% of the value of the LOI/Contract/Work Order and which shall be valid for the duration of the work covered by the said LOI/Contract/Work Order and until issue of Substantial Completion Certificate in respect of the said work.

And whereas the Bank has at the request of the Contractor agreed to give in favour of the CLIENT, a Guarantee in manner hereinafter appearing, which the CLIENT has agreed to accept.

Now this, deed witnesseth as follows:

1. In consideration of your issuing the LOI/Contract/Work Order on the Contractor and the contract to be signed, the Bank hereby unconditionally and irrevocably guarantees to the CLIENT due and faithful observance and fulfillment and performance by the Contractor of the terms of the said LOI/Contract/Work Order and the said works and of the performance Warranty which is a part of the said LOI / Contract/Work Order and agrees and undertakes that, if the Client notifies to the Bank that the Contractor has failed to observe, perform and fulfill the terms of the said LOI / Contract/Work Order and / or the performance Warranty; then the Bank shall immediately pay to the CLIENT, on CLIENT’s mere demand in the enclosed format, such sum or sums of money to the extent of Rs\_\_\_\_\_\_\_\_\_\_\_\_\_\_being \_\_\_% of the value of the said LOI / Contract as may be claimed by the CLIENT by reason of non-fulfillment by the Contractor of his obligations under the LOI and/or Contract as aforesaid / and shall also indemnify the CLIENT against all losses and damages which may be suffered by the CLIENT as aforesaid and against all costs, charges, expenses which may be incurred by the CLIENT in connection herewith. The Bank shall pay the said amount without demur or protest or without recourse to the Contractor. Any such demand placed in the enclosed format on the Bank shall be conclusive with respect to the amount due and payable by the Bank under this Guarantee. The decision of Client as to whether the terms and conditions of this Guarantee or LOI / Contract/Work Order have been observed or not shall be final and binding on BANK and the BANK will not have the discretion to withhold payment to the CLIENT if letter in enclosed format is delivered by the CLIENT to the BANK on or before …………………….. (*Valid till the issue of Substantial* Completion Certificate)
2. This Guarantee is a continuing Guarantee and not revocable except with the previous written consent of the CLIENT and as aforesaid, it will continue in force until the Contractor has maintained the schedule of delivery of the said work under the said LOI/Contract and observed and fulfilled the said performance Warranty and all other terms and conditions of the said LOI/Contract/Work Order. The CLIENT has an irrevocable & unconditional right to claim under the Guarantee in case the Guarantee required to be extended in its opinion is not extended by the CONTRACTOR or the BANK within the time frames and for the time frames stipulated by the CLIENT.
3. The CLIENT may, without affecting Bank’s liabilities and obligations hereunder and without reference to the Bank grant time or other indulgence to or compound with the Contractor or enter into any agreement or agree to forbear to enforce any of the terms and conditions of the said LOI/Contract/Work Order.
4. This Guarantee shall not be affected by any change in the Constitution of the Bank of the CLIENT or by absorption / merger of the CLIENT with any other body or corporation or otherwise and this Guarantee will be available to or enforceable by such body or corporation.
5. All composition and payments received by the CLIENT from or on behalf of the Contractor shall be regarded as payments in gross and in the event of the contractor being wound-up, the CLIENT will be entitled to prove against the properties of the Contractor in respect of the whole of the contractor’s indebtedness to the CLIENT without any right on the part of the Bank to stand in the CLIENT’s place in respect of or to claim the benefits of such composition and payment or any security held by the CLIENT until the CLIENT shall have received the full amount of the claims against the contractor.
6. In order to give effect to this Guarantee the CLIENT will be entitled to act as if the Bank were the principal debtor and the Bank hereby waives all and any of its rights of suretyship.
7. THE GUARANTEE HEREIN CONTAINED is unconditional and not revocable by notice during its currency and will remain in full force until full payment has been made to the Client by BANK on the Client having lodged a claim under the Bank Guarantee within its validity i.e. …………………….(Due Date) and if no claim is lodged by the Client then the Guarantee would expire within the period specified in this Guarantee. The BANK’s liability under this Guarantee is restricted to Rs.\_\_\_\_\_\_\_\_\_\_\_(Rupees\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_). The CLIENT may claim the full or part of the amount under the Guarantee entirely at its sole discretion and make this claim at one or more times before the expiry (including the claim period) of this guarantee. The total amount of claims is restricted to the BANK’s liability under the Guarantee. The Bank is required to make a payment immediately on receipt of the claim in the enclosed format.
8. THIS GUARANTEE shall continue to be in force notwithstanding the discharge of Contractor by operation of law and shall cease only on payment of the full amount by BANK to Client of the amount hereby secured and on the claim of Client against Contractor in respect of Contract being satisfied.
9. IN THE EVENT OF force majeure, according to the Contract the validity of the present guarantee shall be extended for a period to be mutually agreed upon by the Client and the Contractor.
10. This Guarantee shall be in addition to and not in substitution for any other guarantee or security for the Contractor given or to be given to the CLIENT in respect of the said LOI/Contract/Work Order by the Bank whether alone or jointly with others.
11. Subject to clause 2 hereof, Guarantee shall remain in force until the date of issue of Substantial Completion Certificate under this LOI / Contract/Work Order.
12. Unless demand or claim under this Guarantee is made within the date of expiry of this Guarantee, all the rights of the CLIENT hereunder shall be forfeited and the Bank shall be relieved and discharged of all liabilities.

13 Any notice by way of request, demand or otherwise hereunder may be sent by post to the Bank, addressed as aforesaid, and if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course of post, and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate of posting from postal Authorities / Agencies, to the effect that the envelope was so posted shall be conclusive.

14 These presents shall be governed by and construed in accordance with Indian Law.

15 The Bank hereby declares that it has the power to issue this Guarantee and the undersigned has full power to do so.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to Rs. \_\_\_\_\_\_\_\_\_\_\_\_(Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_). This guarantee is valid upto \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Any claim arising out of the guarantee must be lodged with the bank at its office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on or before \_\_\_\_\_\_\_\_\_\_\_\_\_\_, after which the liability of the bank would be extinguished.

In witness thereof the Bank has executed these present the day and year first above written.

Signed and delivered for and on behalf of the above named.

# Appendix "F" - Format Of Bank Guarantee For Claiming Retention Amount

**(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)**

**Also all other Bank Guarantees to be similar in content as this.**

“This Guarantee is made this \_\_\_\_\_\_\_\_\_\_\_day of (year) between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Bank), a company incorporated in \_\_\_\_\_\_\_\_\_\_\_\_\_ and having its Head Office at \_\_\_\_\_\_\_\_\_\_\_\_ (herein after called the “Bank” which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assignees) in favor of \_\_Client. Herein after called the Client, which expression shall include, unless repugnant to the context or contrary to the meaning there of include its successors and assignees of Other Part”.

Whereas the Client has placed a Letter of Intent (LOI) /Contract/ Work Order No W.O NO dated with (insert Package name) ”Contractor for the construction of (insert scope of works) (hereinafter called the “work”) at the total cost \_RS. XXXXX

And whereas it is one of the terms of the said Work Order / Letter of Intent that the contractor shall furnish to the CLIENT from the Bank a Guarantee which shall be for 5% of the value of the LOI/Contract/Work Order and which shall be valid for a period of one (1) year from the date of issuance of the Substantial Completion Certificate in respect of the said work.

And whereas the Bank has, at the request of the Contractor, agreed to give in favour of the CLIENT, a Guarantee in manner hereinafter appearing, which the CLIENT has agreed to accept.

Now this, deed witnesseth as follows:

1. In consideration of your issuing the LOI/Work Order on the Contractor and the contract to be signed, the Bank hereby unconditionally and irrevocably guarantees to the CLIENT that the work completed by the Contractor will be as per the LOI/Contract/Work Order and the said Work will be of the quality as per the said LOI/Contract/Work Order at least for the period of one (1) year from the date of issuance of Substantial Completion Certificate and agrees and undertakes that, if the Client notifies to the Bank that the work completed by the Contractor has failed to observe, perform and fulfill the terms of the said LOI / Contract/Work Order and / or the performance Warranty; then the Bank shall immediately pay to the CLIENT, on CLIENT’s mere demand in the enclosed format, such sum or sums of money to the extent of Rs\_xxxx being \_5% of the value of the said LOI / Contract as may be claimed by the CLIENT by reason of non-fulfillment by the Contractor of his obligations under the LOI and/or Contract as aforesaid / and shall also indemnify the CLIENT against all losses and damages which may be suffered by the CLIENT as aforesaid and against all costs, charges, expenses which may be incurred by the CLIENT in connection herewith. The Bank shall pay the said amount without demur or protest or without recourse to the Contractor. Any such demand placed in the enclosed format on the Bank shall be conclusive with respect to the amount due and payable by the Bank under this Guarantee. The decision of Client as to whether the terms and conditions of this Guarantee or LOI / Contract have been observed or not shall be final and binding on BANK and the BANK will not have the discretion to withhold payment to the CLIENT if letter in enclosed format is delivered by the CLIENT to the BANK on or before [insert the new date](*Valid for one (1) year from the date of issuance of Substantial* Completion Certificate)
2. This Guarantee is a continuing Guarantee and not revocable except with the previous written consent of the CLIENT and as aforesaid, it will continue in force until the Contractor has maintained the schedule of delivery of the said work under the said LOI/Contract and observed and fulfilled the said performance Warranty and all other terms and conditions of the said LOI/Contract. The CLIENT has an irrevocable & unconditional right to claim under the Guarantee in case the Guarantee required to be extended in its opinion is not extended by the CONTRACTOR or the BANK within the time frames and for the time frames stipulated by the CLIENT.
3. The CLIENT may, without affecting Bank’s liabilities and obligations hereunder and without reference to the Bank grant time or other indulgence to or compound with the Contractor or enter into any agreement or agree to forbear to enforce any of the terms and conditions of the said LOI.
4. This Guarantee shall not be affected by any change in the Constitution of the Bank of the CLIENT or by absorption / merger of the CLIENT with any other body or corporation or otherwise and this Guarantee will be available to or enforceable by such body or corporation.
5. All composition and payments received by the CLIENT from or on behalf of the Contractor shall be regarded as payments in gross and in the event of the contractor being wound-up, the CLIENT will be entitled to prove against the properties of the Contractor in respect of the whole of the contractor’s indebtedness to the CLIENT without any right on the part of the Bank to stand in the CLIENT’s place in respect of or to claim the benefits of such composition and payment or any security held by the CLIENT until the CLIENT shall have received the full amount of the claims against the contractor.
6. In order to give effect to this Guarantee the CLIENT will be entitled to act as if the Bank were the principal debtor and the Bank hereby waives all and any of its rights of suretyship.
7. THE GUARANTEE HEREIN CONTAINED is unconditional and not revocable by notice during its currency and will remain in full force until full payment has been made to the Client by BANK on the Client having lodged a claim under the Bank Guarantee within its validity i.e. (Due Date) and if no claim is lodged by the Client then the Guarantee would expire within the period specified in this Guarantee. The Bank’s liability under this Guarantee is restricted to Rs. (Rupees Only). The CLIENT may claim the full or part of the amount under the Guarantee entirely at its sole discretion and make this claim at one or more times before the expiry (including the claim period) of this guarantee. The total amount of claims is restricted to the Bank’s liability under the Guarantee. The Bank is required to make a payment immediately on receipt of the claim in the enclosed format.
8. THIS GUARANTEE shall continue to be in force notwithstanding the discharge of Contractor by operation of law and shall cease only on payment of the full amount by BANK to Client of the amount hereby secured and on the claim of Client against Contractor in respect of Contract being satisfied.
9. IN THE EVENT OF force majeure, according to the Contract the validity of the present guarantee shall be extended for a period to be mutually agreed upon by the Client and the Contractor.
10. This Guarantee shall be in addition to and not in substitution for any other guarantee or security for the Contractor given or to be given to the CLIENT in respect of the said LOI by the Bank whether alone or jointly with others.
11. Subject to clause 2 hereof, Guarantee shall remain in force until the date of issue of Substantial Completion Certificate under this LOI / Contract.
12. Unless demand or claim under this Guarantee is made within the date of expiry of this Guarantee, all the rights of the CLIENT hereunder shall be forfeited and the Bank shall be relieved and discharged of all liabilities.

13 Any notice by way of request, demand or otherwise hereunder may be sent by post to the Bank, addressed as aforesaid, and if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course of post, and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate of posting from postal Authorities / Agencies, to the effect that the envelope was so posted shall be conclusive.

14 These presents shall be governed by and construed in accordance with Indian Law.

15 The Bank hereby declares that it has the power to issue this Guarantee and the undersigned has full power to do so.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to Rs. (Rupees \_\_\_\_\_\_\_\_\_\_\_\_ only). This guarantee is valid up to (insert date). Any claim arising out of the guarantee must be lodged with the bank at its office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on or before (\_\_/\_\_/\_\_\_\_), after which the liability of the bank would be extinguished.

In witness thereof the Bank has executed these present the day and year first above written.

Signed and delivered for and on behalf of the above named.

**Appendix "G" - Format Of Indemnity Bond**

(On stamp paper of value of Rs.100/-)

In consideration of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, XXXXX, having its registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as XXXX”), having agreed under the terms of a contract between XXX and M/s. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a partnership / proprietorship / pvt. ltd. company [[1]](#footnote-2), carrying in such name and style the business of construction and maintenance of houses/high rise buildings/ IT buildings (“Works”) (hereinafter referred to as 'the Contractor' which expression shall, unless it be repugnant to the context or meaning thereof, include its partners or partner / proprietor for the time being or its surviving partner or his heirs and executors) has issued a contract note vide PO No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the construction of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Contract”) at a contracted cost of Rs. \_\_\_\_\_\_\_\_\_\_ subject to the terms and conditions of the said Contract.

We, the Contractor hereby agree and undertake to the following:

(a) We shall follow all procedures etc. to avoid any infringement of any patent rights, design, trademark or name or other protected rights in respect of any constructional plant, machine work, or material used for or in connection with the execution of the Works or in respect of all of them and shall bear the cost of all claims, proceedings, damages, charges and expenses, whatsoever in respect thereof or in relation thereto. We shall make payment of all relevant royalties, rent or other payments or compensation etc. and shall pay license fee and other charges, if any.

(b) We shall obtain prescribed recommendations from the Regional Provident Fund Commissioner under the Employees' Provident Fund and Miscellaneous Provisions Act,1952 and shall cause provident fund contributions from all eligible employees to be deposited regularly with the prescribed authority and in token of which we shall submit every month necessary documentary evidence as may be required.

(c) If, by reason of any accident or failure, or other event occurring to, in, or in connection with the execution of the Works or any part thereof, either during the execution of the Works or during the period of maintenance (“Defect Liability Period”), any remedial or other Works or repair shall, in the opinion of XXXXXX, be urgently necessary for the security and safety of the life or for the Works or of adjoining property and we are unable or unwilling at once to do such work or repair, XXXX may employ and pay other persons to carry out such work or repair as XXXXX may consider necessary. If the Work or repair so done by XXXXXX is work which, in the opinion of XXXXX, we were liable to do at our own expense under the Contract, all expenses properly incurred by XXXXX in so doing shall be recoverable from us by XXXXX or may be deducted by XXXXX from any moneys due or which may become due to us. The Contractor shall remain liable under the provisions of this clause notwithstanding the signing of any certificate or the passing of any accounts, under the terms of the Contract.

All such work shall be carried out by us at our own expense in a reasonable time as shall be instructed by XXXXXX if the necessity thereof shall, in the opinion of XXXXXX, be due to the use of materials or workmanship not in accordance with the Contract, or due to neglect or failure on our part to comply with any obligation, express or implied, under the Contract. If, in the opinion of XXXXXX, such necessity shall be due to any other cause, the value of such Works shall be ascertained and paid for as if it were additional Works.

Therefore, we shall, subject to the terms of the Contracthereunder, be responsible for making good any defect in or damage to any part of the Works which may appear or occur during the Defects Liability Period and which arises from, either

1. any defective materials, workmanship or design, or

ii) any act or omission caused by us during the Defects Liability Period.

(d) In the event of a failure on our part to achieve completion of the whole of the Works or, if applicable, any section within the time under the Contract hereof relating to time of completion, then we shall pay to XXXXXX the sum of Rs PQRS , as an amount of compensation for delays for every day/week/month or part of which shall elapse between the time prescribed under the Contract and the date of certified completion of whole of the Works or any section thereof, if applicable. XXXXXX may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies in his hands, due or which may become due to us as a debt. The payment or deduction of such damages shall not relieve us from the obligation to complete whole of the Works or any sections, or from any other of his obligations and liabilities under the Contract.

(e) We agree that any notice or communication by an officer of XXXXXX shall be deemed as sufficient proof that XXXXXX has suffered or incurred liabilities (including but not limited to liabilities, judgments, damages, losses, claims, costs and expenses, including attorneys fees and expenses) or any other loss.

(f) We shall be liable to pay the amounts to XXXXXX, as determined by XXXXXX in its sole discretion under this provision, on demand, and XXXXXX shall be, without prejudice to its other rights and remedies, entitled to adjust the amounts so determined to be due from us against the future payments due by us.

(g) We shall co-operate fully in defending any claim/s by any local, state or central authority against XXXXXX with respect to any levies, taxes, duties, fines, and/or penalties etc. due and payable by us.

(h) We shall pay XXXXXX any money so demanded notwithstanding any dispute or disputes raised by either us or XXXXXXin any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present clause being absolute and unequivocal.

(i) XXXXXX shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance on our part from time to time or to postpone for any time or from time to time any of the powers exercisable by XXXXXX against us and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to us or for any forbearance, act or commission on the part of XXXXXX or any indulgence by XXXXXX to us or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so relieving us.

(j) It is hereby agreed and declared that XXXXXXor any officer acting as the representative of XXXXXX shall be the competent authority to decide upon a question on the defects in construction of the Works and the remedy to be applied by us for their rectification and the cost incurred for the same and that XXXXXXdecision shall be final, conclusive and binding upon us.

(k) We hereby agree and undertake irrevocably and unconditionally to carry out duly each and every decision, order, direction or instruction, as may be issued by XXXXXXor as the case may be, by the representative of XXXXX, on behalf of XXXXX, in order to rectify properly and promptly the defect found by XXXXX, irrespective of the fact that XXXXX and/or the Project Manager could have previously checked, supervised and approved the construction work.

(l) In the event of a failure on our part to carry out the repair and rectifications as per the decision of XXXXX, XXXXX will be at liberty to carry out the repair and rectification works at our risk and cost.

(m) The provisions of this section shall survive the termination of the Contract.

We, the Contractor, indemnify and save harmless XXXXX in consequence of the followings:

(a) We shall, at our own expense, indemnify, defend and hold harmless XXXXX and affiliates of XXXXX, their respective officers, directors, personnel, representatives, consultants, nominees, designees from and against any and all liability suffered or incurred (including but not limited to liabilities, judgments, damages, losses, claims, costs and expenses, including attorneys fees and expenses) or any other loss that may occur, arising from or relating to :

1. Non-performance, inadequate performance, provision of deficient services, breach by us, our personnel of any of the terms, conditions, obligations or warranties under the Contract, including but not limited to our obligations pertaining to data protection, confidentiality and intellectual property rights of XXXXX, or any guidelines issued by XXXXX to us from time to time.
2. Acts, omissions, errors, representations, misrepresentations, misconduct, negligence caused by us and/or our personnel in performance of our obligations under the Contract.
3. Loss, misappropriations, misuse or damage to the documents or instruments / things that are in our possession or the possession of our personnel or any other persons engaged by us or within our control.
4. Contravention of any law, as may be applicable from time to time, or industry practice, or violation of any policies of XXXXX.
5. Any claim/s by any local, state or central authority against XXXXX with respect to any levies, taxes, duties, fines, and/or penalties etc. due and payable by us.

We shall upon receipt of any notice or communication with respect to any one or more of the aforesaid, immediately, without any delay or demur or contest, indemnify XXXXX.

* 1. We shall indemnify XXXXX against all payments, suits, lien or default charges incurred by XXXXX for the observance / non- observance of the provisions under the Employees Provident Fund and Miscellaneous Provisions Act,1952.

(c) We shall abide by the terms and conditions mentioned herein and the Contract and shall keep XXXXX indemnified at all times for any breach in compliance with such terms and conditions mentioned hereinabove.

FOR AND ON BEHALF OF M/s.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SEAL

Notary BEFORE ME

Noted and Registered at Serial Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Accepted By

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For and on Behalf of XXXXX.

**Appendix "H"- Occupational Health, Safety and Environment (OHSE) Requirements**

1. **INTRODUCTION**

This document illustrates the principle requirement of CBRE South Asia Pvt Ltd, on Occupational Health, Safety and environment associated with the Contractor. The CONTRACTOR, his Subs and DC’s, shall comply with the safety precautions, protective measures, housekeeping requirements, etc. The Project Managers / Architects with due intimation shall have the right to stop the work at site, if in his opinion proceeding with the work will lead to an unsafe and dangerous condition.. The CONTRACTOR shall ensure the unsafe condition & unsafe acts are getting eliminated / minimized and provide necessary protective equipment’s as required. The CONTRACTOR shall ensure that all workmen are aware about the nature of risks involved in their work and have adequate knowledge for carrying out their work safely. The instructions issued herein are indicative and not exhaustive. Therefore the CONTRACTOR shall be responsible to ensure that adequate safety measures have been adopted in the course of execution of the contract in accordance with safety standards / statutory regulations, as applicable.

The CONTRACTOR shall be held responsible for non-compliance if any of the safety measures and delays, implications, injuries, fatalities, damage / loss to other’s properties and compensation arising out of such situations or incidents.

1. **OHSE TARGET AND GOALS**

* Zero recordable injuries
* Zero reportable environmental incidents
* 100% adherence to usage of proper PPE at work.
* 100% incident recording and reporting

1. **DUTIES/RESPONSIBILITIES OF OHSE COORDINATOR/CONTRACTOR**
   1. Safety person shall wear green colored helmet while at work.
   2. The project Manager shall be responsible for implementing and maintaining safety at work site and the EHS representatives shall advise , assist & provide training and create awareness to all about safe practices at work place Responsibility lies on all team members of the project to achieve the following goals
      1. 100% implementation of safety rules and regulations.
      2. Checking work areas , making housekeeping inspections
      3. Keeping records of all unsafe conditions found and corrective action taken.
      4. Enabling members to use PPE
      5. Conducting safety committee meeting on a periodic basis to discuss on the safety non compliances.
2. **SAFETY ORGANISATION/SAFETY COMMITTEE**
   * + - A safety committee should be formed at site. The members should be selected from Client, PMC and the Contractor. The Project Manager will be the Chairperson of the committee.
       - Meeting should be conducted on a periodic basis with all the safety committee members. MOM should be circulated among the members. Project managers shall ensure the compliance of the issues raised in the meetings as per the target dates mentioned in MOM
3. **TRAFFIC**
4. The CONTRACTOR shall organize operations by taking approval to use the existing roads, routes / access, if any, from Client.
5. The CONTRACTOR shall exercise full care to ensure that no damage is caused by him or workmen, during the operation, to the existing water supply, sewerage, power or telecommunication lines or any other services or works. The CONTRACTOR shall provide and erect before construction, substantial barricades, guardrails, and warning signs. He shall furnish, place and maintain adequate warning lights, signals, etc., as required by Project Managers / Architects.
6. Pedestrian walkways should be segregated from the path of vehicle movement.
7. Speed limit sign boards should be displayed at site.
8. Speed breakers must be provided so as to reduce the over speed of vehicles.
9. **SAFE MEANS OF ACCESS/ EGRESS**
   1. Adequate and safe means of access and exit shall be provided for all work places, at all elevations.
   2. Suitable scaffolds shall be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short duration work as can be done safely from ladders. Ladder shall be of rigid construction having sufficient strength for the intended loads and made of metal and all ladders shall be maintained well for safe working condition. Suitable footholds and handholds shall be provided on the ladder. The ladder shall be given an inclination not steeper than 1 in 4 (1 horizontal and 4 vertical / at an angle of 75 degree to the wall)
   3. Access/Egress should be free of obstructions and from any slippery substances like oil, water or grease.
   4. The landing space for the access/egress should be a leveled surface.
10. **SCAFFOLDS**
11. Scaffolding or staging more than 3.5m above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a standard guard-rail properly attached, bolted, braced or otherwise secured at least (90cm, As per IS 13430 : 1992, 4.2) high above the floor or platform of such scaffolding or staging. The guardrail shall extend along the entire exposed length of the scaffolding with only such opening as may be necessary for the delivery of materials. Work platforms must have hand rails at 1m height and Mid Rails at 0.5m level. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure. Scaffolding and ladder shall conform to relevant IS specification (IS 3696-1966). TIMBER/BAMBOO SCAFFOLDING SHALL NOT BE USED.
12. Working platforms of scaffolds shall have toe boards at least 15cm in height. to prevent materials from falling down.
13. A sketch of the scaffolding proposed to be used shall be prepared prior to start of erection of scaffolding. Authorized scaffolders shall examine all scaffolds before using.
14. Working platform, gangways and stairways shall be so constructed that they shall not sag unduly or unequally and if the height of the platform or gangway or stairway is more than 3.5m above ground level or floor level, they shall be closely boarded, shall have adequate width for easy movement of persons and materials and shall be suitably guarded.
15. The planks/jalley used for working platform shall not project beyond the end supports to a distance exceeding four times the thickness of the planks used. The planks shall be fixed at both ends with clamps to prevent sliding and slippage. The thickness of the planks/jalleys shall be adequate to take load of men and materials and shall not collapse.
16. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent fall of persons or materials by providing suitable barricades, fencing or railing, the minimum height of which shall be 1m, along with 15cm high sheet obstruction at floor level along the railing.
17. Safe means of access shall be provided to all working platforms and other elevated working places. Every ladder shall be securely fixed. No single portable ladder shall be over 6m(BOCW ACT 1996, Rule No.66iii). In case the height of such ladder exceeds 6 meters, the resting platforms are provided on such ladder at every 3 meters of its height. For ladders, up to 3m in length the width between side rails in the ladders shall in no case be less than 300mm. For longer ladders, this width shall be increased by at least 20mm for each additional meter of length. Step spacing shall be uniform and shall not exceed 300mm.
18. The contractor shall ensure at a construction site of a building or other construction work that ladders, stair cases or ramps are provided, as the case may be, for safe access to and egress from excavation where the depth of such excavation exceeds 1.5m and such ladders, stair case or ramp comply with the relevant national standards. (BOCW ACT 1996, Rule No. 127).
19. Adequate precautions shall be taken to prevent danger from electrical lines and equipment. No scaffolding, ladder, working platform, gangway runs, etc. shall exist within 3 meters of any un-insulated electric wire. Whenever electric power and lighting cables are required to run through (pass on) the scaffolding or electrical equipment are used, such scaffolding structures shall have minimum two earth connections with earth continuity conforming to IS code of practice.
20. Bottom of the scaffold should be provided with base plates. Proper cross bracings should be given for supporting the scaffold.
21. **DEMOLITION**
22. Before any demolition work is commenced and also during the progress of the work:
23. All roads and open area adjacent to the work site shall either be closed or suitably protected. Appropriate warning signs shall be displayed for cautioning approaching persons.
24. Before demolition operations begin, the CONTRACTOR shall ensure that job safety analysis is prepared and take approval from CBRE/Client & the power on all electric service lines is shut off and the lines cut or disconnected at or outside the demolition site. If it is necessary to maintain electric power during demolition operation, the required service lines shall be adequately protected against damage with a licensed electrician only All Persons including those handling heavy materials/equipment shall also wear all basic PPEs at the time of entire operations.
25. The contractor shall ensure that the construction site of a building or other construction work that all glass or similar material or articles in exterior opening or removed before commencing any demolition and all water, steam, electric, gas and similar supply line are put-off and suitably capped and concerned department permission obtained wherever required before commencing such demolition work and wherever it is necessary to maintain water, gas, electric line or power during such demolition, such line shall be so located or protected with substantial covering so as to protect it from damage and afford safety to the building workers and the general public. (BOCW ACT 1996 Rule 108) .
26. Contractor shall submit waste management plan and only after approval by client the demolishing activity will be carried out. No floor, roof or other part of the building shall be overloaded with debris or materials as to render it unsafe. In case of any noncompliance of the waste management plan contractor will be liable for disciplinary procedures
27. Entries to the demolition area shall be restricted to authorized persons only.
28. Adequate caution signage’s, effective gate management shall be ensure by the contractor while carrying out the job.
29. **PERSONAL PROTECTIVE EQUIPMENT**
30. All necessary personal protective equipment shall be kept available for the use of the persons employed on the site and maintained in a condition suitable for immediate use. Also the CONTRACTOR shall take adequate steps to ensure proper use of equipment by those concerned. The personal protective equipment to be provided by the CONTRACTOR is detailed below.
31. All persons employed at the construction site shall use safety helmets and safety shoes. No worker will be allowed entry to the site without safety helmets, safety shoe and ID cards.
32. Workers employed on mixing asphaltic materials, cements and lime mortars shall use protective goggles, protective footwear and hand gloves.
33. Persons engaged in welding and gas-cutting works shall use suitable aprons, leather gloves and helmet welding face shields. The persons who assist the welders shall use suitable goggles. Protective goggles shall be worn while chipping, cutting and grinding.
34. Stonebreakers shall use protective Goggle, Face shield & Nose Mask. They shall be seated at sufficiently safe intervals of distance.
35. Persons engaged in or assisting in shot blasting operations and cleaning the blasting chamber shall use suitable gauntlets, overalls, dust-proof goggles, boots and protective hood supplied with fresh air at the minimum rate of 9m/hr.
36. All persons working at height more than 2.5m above ground or floor and exposed to risk of falling down shall use full body safety harness, unless otherwise protected by cages, guard railings, etc. In places where the use of safety belts is impractical, suitable net of adequate strength fastened to substantial supports shall be employed.
37. Protective nets shall be provided at places where work men are working at heights to safe guard against fall of men or material including debris. Contractor shall provide head protection where height works are carried out where workers movement cannot be restricted or re directed.
38. When workers are employed in sewers and inside manholes that are in use, the CONTRACTOR shall ensure that the manholes are opened and are adequately ventilated at least for an hour. After it has been well ventilated, the atmosphere inside the space shall be checked for the presence of any toxic gas or oxygen deficiency and recorded in the register before the workers are allowed to get into the manholes. The manholes opened shall be cordoned off with suitable railing and provided with warning signals or caution boards to prevent accidents. Contractor shall submit the method statement and job safety analysis and the work can be allowed to carry out only after approval of CBRE/Client. Confined space activities shall be carried out by the contractor after obtaining work permit from the client. Night work in such areas will be allowed only if all the contents of the work permit are compiled and close monitoring is ensured.
39. In case the CONTRACTOR fails to supply the safety equipments, the owner may purchase the same and debit the Price of the equipments and incidentals, to the CONTRACTOR.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **S #** | **Name of Safety Equipment/ Accessories** |  |  |  |
|
| **1** | Safety Helmet (Design for carrying load) |  |  |  |
| **2** | Regular Safety Helmet / Hard Hat |  |  |  |
| **3** | Industrial Safety Shoes |  |  |  |
| **4** | Safety Gum Boot |  |  |  |
| **5** | Safety Goggles |  |  |  |
| **6** | Safety Gloves (Cotton) |  |  |  |
| **7** | Safety Gloves (Electrical) |  |  |  |
| **8** | Safety Gloves (Leather) |  |  |  |
| **9** | Safety Gloves (Rubber) |  |  |  |
| **10** | Particulate Respirator |  |  |  |
| **11** | Ear plug |  |  |  |
| **12** | Full Body Harness |  |  |  |
| **13** | Safety Nets -12mm; 10m x 3m |  |  |  |
| **14** | Safety Rope |  |  |  |
| **15** | Single Sided Barricading Tape Red & White / Yellow & Black |  |  |  |
| **16** | Laminated Safety Poster 18” x 12” [1 For 100 Sq. M] |  |  |  |
| **17** | Fire Extingisher-CO2-4.5 Kg |  |  |  |
| **18** | Fire Extingisher-ABC-5Kg |  |  |  |
| **19** | Sand Bucket |  |  |  |
| **20** | Fire Blanket (1mtrX1mtr) |  |  |  |
| **21** | Aluminum Ladder |  |  |  |

1. **PAINTING**
2. The CONTRACTOR shall not employ women on the work of painting with products containing lead in any form. Only men above the age of 18 years shall be employed on the work with lead paint. The following precautions shall be taken during the work:
3. Supply air respirators for use by the workers when paint is applied in the form of spray, or a surface having lead paint is scraped.
4. The workmen shall use overalls and adequate facilities shall be provided to enable the painters to wash at the cessation of work.
5. All painting jobs, especially those in which lead paints are used shall be kept under industrial hygiene surveillance.
6. Smoking, open flames or sources of ignition shall not be allowed in places where paints and other flammable substances are stored, mixed or used. A caution board, with the instructions written in national/regional language, “SMOKING - STRICTLY PROHIBITED” shall be displayed in the vicinity where painting is in progress or where paints are stored. Symbols shall also be used for caution boards.
7. Suitable fire extinguishers/sand buckets shall be kept available at places where flammable paints are stored, handled or used.
8. When painting work is done in a closed room or in a confined space, adequate ventilation shall be provided. If adequate ventilation cannot be provided, workers shall wear suitable respirators.
9. Epoxy resins and their formulations used for painting shall not be allowed to come in contact with the skin. The workers shall use protective gloves or suitable barrier creams.
10. Adequate ventilation shall be provided especially when working with hot resin mixes.
11. Increased personal hygiene shall be practiced to control inadvertent contact with the resin and eliminate its effects.

Workers shall thoroughly wash hands and feet before leaving the work. Work clothes shall be changed and laundered frequently and eye wash station shall be provided near the chemical storage area.

1. Material Safety Data Sheet (MSDS) for all the Paint. Materials/chemicals shall be kept ready at site and the same shall be explained to all workmen engaged  in respective painting works..
2. **LIFTING MACHINES AND TACKLES**
3. Use of lifting machines and tackles including their attachments, anchorage and supports shall confirm to the following standards or conditions:
4. Lifting machines and tackles shall be of good mechanical construction, sound material and adequate strength and free from any defects and shall be kept in good repair and in good working order.
5. Every rope used in hoisting or lowering materials or as a means of suspension shall be of good quality and adequate strength and free from any defect.
6. Every crane operator or lifting appliance operator shall be properly qualified. No person under the age of 21 years shall be in charge of any hoisting machine or give signal to operator of such machine.
7. In case of every lifting machine (and of every chain, ring, hook, shackle, swivel and pulley block used in hoisting or as means of suspension) the safe working load shall be ascertained and clearly marked. In case of a lifting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing. The safety engineer shall approve this.
8. The safety engineer shall note the safe working load. Regarding other machines, the CONTRACTOR shall notify the safe working load of the machine to the safety engineer, whenever he brings any machinery to site of work and gets it verified by the safety engineer.
9. Thorough inspection and load testing of lifting machines and tackles shall be done by a competent person at least once every 6 months and records of such inspection and testing shall be maintained.
10. All lifting appliances are thoroughly examined by a competent person once atleast in every 12 months and where the competent person making such examination forms the opinion that the lifting appliance cannot continue to function safely, he shall forthwith give notice in writing of his opinion to the owner of the lifting appliance.(BOCW ACT 1996 Rule 56, Page 39).
11. Motors, gearing transmission, couplings, belts, and chain drives and other moving parts of hoisting appliances shall be provided with adequate safeguards. Hoisting appliances shall be provided with such means as will reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced or lowered. Barricades shall be erected around the place of hoisting the equipment(s).
12. Load shall be never allowed to swing during lifting.
13. Tires should be inspected for cuts, tears, breaks and proper inflation.
14. Copy of third party test certificate for slings should be submitted to the safety dept.
15. **WELDING AND GAS CUTTING**
16. Welding and gas cutting operations shall be done by qualified and authorized persons and as per IS specifications and code of practice.
17. Welding and gas cutting shall not be carried out in places where flammable or combustible materials are kept and where there is danger of explosion due to presence of gaseous mixtures.
18. Welding and gas cutting equipment including hoses and cables shall be maintained in good condition.
19. Barriers shall be erected to protect other persons from harmful rays from the work. When welding or gas cutting is done in elevated positions, precautions shall be taken to prevent sparks or hot metal falling on persons or flammable materials.
20. Suitable type of protective clothing consisting of fire resistant gauntlet gloves, leggings, boots and aprons shall be provided to workers as protection from heat and hot metal splashes. Welding shields with filter glasses of appropriate shade shall be worn as face protection.
21. Adequate ventilation shall be provided while welding in confined space or while brazing, cutting or welding zinc, brass, and bronze, galvanized or lead coated materials.
22. Welding and gas cutting shall not be done on drums, barrels, tanks or other containers unless they have been emptied, cleaned thoroughly and it is made certain that no flammable material is present.
23. Fire extinguisher shall be available near the location of welding operations. Fire safety permit shall be obtained for working at vulnerable areas and operating areas before flame cutting/welding is taken up.
24. For electric (Arc) welding the following additional safety precautions shall be taken:
25. When electrical welding is undertaken near pipelines carrying flammables, such pipelines shall not be used as part of earth conductor, but a separate earth conductor shall be connected to the machine directly from the job.
26. Personnel contact with the electrode or other live parts of electric welding equipment shall be avoided.
27. Extreme caution shall be exercised to prevent accidental contact of electrodes with ground.
28. The welding cable shall not be allowed to get entangled with power cables. It shall be ensured that movement of materials does not damage the cables.
29. For gas cutting the following safety precaution should be taken:

a) Four numbers of Flash back arrestors should be present as two for cylinders and two for torch

b) The sign of flashback will be a loud crack, followed by a puff of carbon from the welding tip when relighting.

c) The consequence of not arresting a flashback can range from bursting of hose to a bombing explosion of cylinder.

d) The least damage a flashback can do is to deposit carbon in torch valves which can affect their operation and can lead to more serious flashbacks.

e) Never join acetylene hoses with copper tube or copper wire since they may produce an explosive mixture.

f) Never set the acetylene cylinder outlet gauge pressure more than 100kPa

g) Acetylene smells like onion or garlic, which helps in detecting leak.

1. Use standard color code hoses for the DA and oxygen gas like maroon and blue color.
2. Check the gas leaks before, after and during the time of working by using soap water.
3. Use friction lighter to light the torch, never use match sticks or any other heat source for lighting the torch.
4. Use cylinder caps at all times for full empty and gas cylinders which are in use.
5. Always keep the gas cylinders in upright position and fasten to the trolley with chains.
6. Store the DA and ocygen cylinders in separated sheds or atleast 6m apart.
7. **GRINDING**
8. All portable grinders shall be used only with their wheel guards in position to reduce the danger from flying fragments should the wheel break during the use.
9. Grinding wheels of specified diameter only shall be used on a grinder – portable or pedestal - in order not to exceed the prescribed peripheral speed.
10. Goggles shall be used during grinding operation.
11. Guard in the wheel shall never be removed during work.
12. Grinding the material on the sides of the wheel can damage the wheel.
13. Thumb rule - grinding wheel rpm must always be higher than the grinder machine rated rpm.
14. **DRILLS:**
    1. Care should be taken not to drill too large hole at a time.
    2. Drilling of large holes should be done in stages by using small bore drills and gradually increasing the size as necessary.
    3. Bit should be properly tightened to the chuck.
    4. Auxiliary handle should be used for continuous work.
    5. Do not drill with one hand while holding the material with other.
    6. Do not raise or lower the drill by its power cord.
15. **HOUSE KEEPING**
16. The CONTRACTOR shall at all-time keep his work site, site office and surroundings clean and tidy from rubbish, scrap, surplus materials and unwanted tools and equipment.
17. Welding and other electrical cables shall be so routed as to allow safe traffic by all concerned.
18. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public.
19. At the completion of the work, the CONTRACTOR shall ensure removal from the work premises all scaffoldings, surplus materials, rubbish and all huts and sanitary arrangements used/installed for workmen on the site.
20. Any rubbish materials should not be burnt at site.
21. **ALCOHOL and DRUGS**
    1. The contractor shall ensure at all times that no Labour is working under the influence of alcohol/drugs. If found they should be suspended from the site immediately.
    2. Smoking at worksite by any member is also prohibited.
22. **FIRE SAFETY**
23. All necessary precautions shall be taken to prevent outbreak of fires at the construction site. Adequate provisions shall be made to extinguish fires, should they still break out.
24. Quantities of combustible materials like timber, bamboo, coal, paints, etc. shall be the minimum required in order to avoid unnecessary accumulation of combustibles at site.
25. Containers of paints, thinners and allied materials shall be stored in a separate room, which shall be well ventilated, and free from excessive heat, sparks, flame or direct rays of the sun. The containers of paint shall be kept covered and properly fitted with lid and shall not be kept open except while using.
26. Fire extinguishers shall be located at the construction site at appropriate places.
27. Adequate number of workmen shall be given education and training in firefighting and extinguishing methods.
28. All hot works being executed at site must be aligned with Hot Work permit system, safety precautions laid down in the Permit shall be complied fully without any deviation. Fire watcher shall ensure that no smoke or fire starts after 30 mints from the hot work being completed.

**17.2 Fire Protection :** Contractor shall ensure at a construction site of a building or other construction work that—

(a) Such construction site is provided with—

(i) fire extinguishing equipment sufficient to extinguish any probable fire at such construction site;

(ii) an adequate water supply at ample pressure as per national standards;

(iii) number of trained persons required to operate the fire extinguishing equipment provided under sub-clause (i);

(b) fire extinguishing equipment provided under sub-clause (i) of clause (a) is properly maintained and inspected at regular intervals of not less than once in a year by the responsible person and a record of such inspections is maintained;

(c) In case of every vehicle used for transport of building workers and the cabin of every lifting appliance including mobile crane, adequate number of portable fire extinguishing equipment of suitable type shall be provided at each of such launch or boat or craft or lifting appliance.

1. **WORK IN RADIATION AREA**

The CONTRACTOR shall follow the stipulated procedure regarding work in the radiation are and other works related with radiography.

1. **WORK IN AND AROUND WATER BODIES**

When the work is done near any places where there is risk of drowning, all necessary rescue equipment such a life buoys and life jackets shall be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision shall be made for prompt first-aid treatment of all injuries likely to be sustained during the course of the work. Persons who do not know swimming shall not be engaged alone for any work where risk of drowning exists. Sufficient number of life buoys or life jackets shall be provided.

1. **MEDICAL FACILITIES**
2. The CONTRACTOR shall arrange for medical aid and treatment for his staff and workers engaged on the work site including the first-aid facilities if they are not available at the project site.
3. First-aid appliance including sterilized dressing, cotton wool and antiseptic cream shall be made available at readily accessible places at every work site. These shall be maintained in good order under the charge of a responsible person.
4. Each first aid box shall contain the following equipment and adequate to the number of workers

(As per The BOCW Act 1996)

1) A sufficient number of eye wash bottles filled with distilled water or suitable liquid clearly

Indicated by a distinctive sign which shall be visible at all times.

2). 4% xylocaine eye drops, and boric acid eye drops and soda bicarbonate eye drops.

3). 24 – Small sterilized dressings.

4). 12 – Medium size sterilized dressings.

5). 12 – Large size sterilized dressings.

6). 12 – Large size sterilized burn dressings.

7). 12 – (Fifteen cms) packets of sterilized cotton wool.

8). (200 ml) bottle of centrimide solution (1%) or suitable antiseptic solution.

9). One (200 ml) bottle of Mercurochrome solution (2%) solution in water.

10). One (120 ml) bottle of salvolatile having the doses and mode of administration indicated on the label.

11). One pair of Scissors.

12). One roll of adhesive plaster (6 cm x 1metre).

13). Two rolls of adhesive plaster (2 cm x1 meter).

14). 12 pieces of sterilized eye pads in separate sealed packets.

15). A bottle containing 100 tablets (each of 325 mg) of aspirin or any other analgesic.

16). 12 – roller bandages 10 cms wide.

17). 12 – Roller bandages of 5 cms wide.

18). One tourniquet.

19). A supply of suitable splints.

20). 3 packets of safety pins.

21). Kidney tray.

22). A snake bite lancet.

23). One (30 ml) bottle containing potassium permanganate crystals.

24). Copy of First‐aid leaflet issued by Director General.

25). 6 – Triangular bandages.

26). 2 pairs of suitable, sterilized, latex hand gloves.

1. At large work places where hospital facilities are not available within easy reach of the work, first-aid posts shall be established. Ambulance availability shall be identified during the entire period of work for attending to injury cases.
2. **SAFETY COORDINATOR**

The CONTRACTOR shall have a Safety Officer or a Supervisor to be designated as a Safety Coordinator in order to specifically look into the implementation of various safety requirements of the site work. The person thus designated will in general co-ordinate on matters of safety and in particular ensure that the Safety Manual is complied with. His name shall be displayed on the Notice Board at a prominent place at the work site.

1. **LABOUR WELFARE**
2. The contractor shall provide separate urinals/toilets for male and female workers as per the guidelines given in BOCW Act-1996
3. Drinking water should be made available for the workers at site The drinking water should be tested for every six months and the report should be submitted by the contractor to CBRE
4. In every workplace wherein not less than 100 workers are ordinarily employed, the contractor shall provide an adequate canteen for the workers.
5. The contractor shall provide temporary accommodation to all workers. These accommodations shall have bathing and washing & good sanitation facilities including rest rooms.
6. **REPORTING OF ACCIDENT**
7. All accident leading to property damage and/or personnel injuries shall be reported to the concerned authorities’ viz. Insurance Co. Police, Head Office, Regional Office, etc.
8. The CONTRACTOR shall also submit a monthly statement of accidents to the Project Managers / Architects by every month showing details of accident, nature of injury including disability, days lost, treatment provided, etc., and the extent of property damage.
9. The statutory safety records required to be maintained by the CONTRACTOR at the site are
   1. Accident Register
   2. Dangerous Hazards Register
   3. First Aid Register
   4. Register for the inspection notes by government officers.
   5. Copies of all accident reports and hazard reports filed to the prescribed authorities.
   6. Incident/Near-miss registers
10. **PUBLIC PROTECTION**

The CONTRACTOR shall make all necessary provisions to protect the public. He shall be held responsible for defense of every action of other proceedings at law that may be brought by any person for injury sustained owing to neglect of any precaution required to taken to protect the public.

1. **OTHER STATUTORY PROVISIONS**

All operations involving the transport, handling, storage and use of explosive shall be as per the standing instructions and conform with the latest Indian Explosives Act and the explosives Rules. Handling, transport, storage and use of compressed gas cylinders and pressure vessels shall conform to the latest Gas Cylinder Rules and Static and Mobile Pressure Vessels (Unfired) Rules. In addition, The Indian Electricity Act and Indian Electricity Rules - latest, the Atomic Energy Act, the Radiation Protection Rules - latest, Radiation Protection Manual of Nuclear Facilities and the Atomic Energy (Factories) Rules – latest, and various latest rules and Act related to mining shall also be strictly complied with.

1. **GUIDELINES AND GENERAL PROCEDURES FOR SUPPLY AND USE OF ELECTRICITY AT SITE**
   1. **GENERAL**

Following safety requirements shall be complied with before the CONTRACTOR uses the power supply.

1. The CONTRACTOR shall submit a list of licensed electrical staff to be posted at Site.
2. It shall be the responsibility of the CONTRACTOR to provide and maintain complete installation on the load side of the supply point with regard to the safety requirements at Site. All cabling and installation shall comply with the appropriate latest statutory requirements given below and shall be subject to approval of the Engineer-in-Charge:
3. Indian Electricity Act.
4. Electricity (Supply) Act.
5. Indian Electricity Rules.
6. National Electricity Code.
7. Other relevant rules of Local Bodies and Electricity Boards.
8. The power supply shall be regulated as per the terms and conditions of the supply of the respective electricity boards.
9. Where distribution boards are located at different places the CONTRACTOR shall submit schematic drawing indicating all details like size of wires, Overhead and Cable feeders, earthing etc. The position and location of all equipment and switches shall be given.
10. The CONTRACTOR shall make his own arrangement for main earth electrode and tapings thereof. The existing earth points available at site can be used at the discretion of Client with prior permission. Method of earthing, installation and earth testing results shall conform to relevant I.S. Specifications (IS-3043).
11. All three phase equipments shall be provided with double earthing. All light fixtures and portable equipment shall be effectively earthed to main earthing.
12. All earth terminals shall be visible. No gas pipes and water pipes shall be used for earth connection. Neutral conductor shall not be treated as earth wire.
13. The CONTRACTOR shall not connect any additional load without prior permission of Client.
14. Joints in earthing conductors shall be avoided. Loop earthing of equipment shall not be allowed. However, tapings from an earth bus may be done.
15. The entire installation shall be subjected to the following tests before energizing of installation including portable equipment: -
    1. Insulation resistance test.
    2. Polarity test of switches.
    3. Earth continuity test.
    4. Earth electrode resistance.

The test procedures and their results shall conform to relevant standards.

* 1. **INSTALLATION**
     1. Only persons having valid wireman’s license/competency certificate shall be employed for carrying out electrical work and repair of electrical equipment, installation and maintenance at site. A qualified licensed Supervisor shall supervise the job.
     2. Electrical equipment and installations shall be installed and maintained as to prevent danger from contact with live conductors and to prevent fires originating from electrical causes like short circuits, overheating etc. Installation shall not cause any hindrance to movement of men and materials.
     3. Materials for all electrical equipment shall be selected with regard to working voltage, load and working environment. Such equipment shall conform to the relevant standards.
     4. The minimum clearance to be maintained for all overhead lines along roads and across roads shall be as per the statutory requirements.
     5. Grounding conductor of wiring system shall be of copper or other corrosion-resistant material. An extra grounding connection shall be made in appliances/equipment where chances of electric shock are high.
     6. Electric fuses and/or circuit breakers installed in equipment circuits for short circuit protection shall be of proper rating. It is also recommended that high rupturing capacity (HRC) fuses are used in all circuits. Earth Leakage Circuit Breaker (ELCB) /Residual Current Circuit Breaker (RCCB) of 30 mA sensitivity shall be provided in the circuits.
     7. Wherever cables or wires are laid on poles, a guard wire of adequate size shall be run along the cables/wires and earthen effectively. Metallic poles as a general rule, shall be avoided and if used shall be earthen individually. Anti-climbing guards and danger notices shall be provided on poles. Each equipment shall be an individual isolating switch.
     8. Wires and cables shall be properly supported and an approved method of fixing shall be adopted. Loose hanging of wires and cables shall be avoided. Lighting and power circuits shall be kept distinct and separate.
     9. Reinforcement rods or any metallic part of structure shall not be used for supporting wires and cables, fixtures, equipment, earthing etc.
     10. All cables and wires shall be adequately protected mechanically against damages. In case the cable is required to be laid underground, it shall be adequately protected by covering the same with bricks, Plain Cement Concrete (PCC) tile or any other approved means and Cable marker shall be displayed as per local standards.
     11. Using suitable cable glands shall properly terminate all armoured cables. Using cable lugs/sockets shall connect multi-stranded conductor cables. Cable lugs shall preferably be crimped. They shall be of proper size and shall correspond to the current rating and size of the cable. Twisted connections will not be allowed.
     12. All cable glands, armoring and sheathing of electric cable, metal circuits and their fittings, metallic fittings and other non-current carrying parts of electrical equipment and apparatus shall be effectively grounded.
     13. All the Distribution Boards, Switch Fuse Units, Bus bar chambers, ducts, cubicles etc. shall have MS enclosures and shall be dust, vermin and waterproof. The Distribution Boards, switches etc. shall be so fixed that they shall be easily accessible. Changes shall be done only after the approval of the Engineer-in-Charge.
     14. The CONTRACTOR shall provide weather proof metal enclosures/covers for protection of the entire switchboard, equipment. Exposed live parts of all electrical circuits and equipment shall be enclosed permanently. Crane trolley wires and other conductor which cannot be completely insulated shall be placed such that they are inaccessible under normal working conditions.
     15. Iron-clad industrial type plug & sockets with Cap are preferred for additional safety.
     16. PDBs shall have emergency contact details, Signage, incomer details.
     17. Isolating switches shall be provided close to equipment for easy disconnection of electrical equipment or conductors from the source of supply when repair or maintenance work has to be done on them.
     18. In front of distribution boards a clear space of 90 cm shall be maintained in order to have easy access during an emergency.
     19. Adequate working space shall be provided around electrical equipment, which requires adjustment or examination during operation.
     20. As far as possible electrical switches shall be excluded from a place where there is danger of explosion. All electrical equipment such as motors, switches and lighting fittings installed in workroom where there is possibility of explosion hazard shall be explosion proof.
     21. All connections to lighting fixtures, starters or other power supplies shall be provided with PVC insulate, PVC sheathed twin/three/four core wires to have better mechanical protection for preventing possible damage to equipment or injury to personnel. Taped joints shall not be allowed and the connections may be made in looping system. Electric starter of motors, Switches shall not be mounted on wooden boards. Only sheet steel mounting or iron framework shall be used.
     22. All the lighting fixtures and lap holders shall be of good quality and in good condition. Badly repaired or broken holders, etc. shall not be used.
     23. Only PVC insulated and PVC sheathed wires or armored PVC insulated and sheathed cables shall be used for external power supply connections of temporary nature. Weatherproof rubber wires shall not be used for any temporary power supply connections. Taped joints in the wires shall not be used.
     24. The bulbs/lamps used for illumination and testing purpose shall have cover or guard to protect them from accidental breakage. Only 24 V supply system shall be used for hand lamps etc. while working inside metallic tanks or conducting vessels.
     25. Power cable Joints shall be avoided; Unavoidable Joints shall be connected through Cable connector
  2. **OPERATION & MAINTENANCE**
     1. All persons, who work with electrical installation/equipment, shall be aware of the electrical hazards, use to protective devices and safe operational procedures. They shall be given training in firefighting, first aid and artificial resuscitation techniques.
     2. The CONTRACTOR shall instruct the workers in the proper procedure, specify and enforce the use of necessary protective equipment such as adequately insulated pliers, screw drivers, fuse pulleys, testing lamps and similar hand tools. Only wooden ladders shall be used to reach the heights in electrical work.
     3. No material or earthwork shall be allowed to be dumped below or in the vicinity of the bare overhead line conductors.
     4. Before any maintenance work is commenced on electrical installations/equipment, the circuits shall be de-energized and ascertained to be dead by positive test with an approved voltage-testing device. Switches shall be tagged or the fuse holders withdrawn before starting the work. Adequate precautions shall be taken in two important aspects viz.

1. That there shall be no danger from any adjacent live parts and
2. That there shall be no chances of re-energizing of the equipment on which the persons are working.
   * 1. While working on or near a circuit, whenever possible the use of one hand may be practiced even though the circuit is supposed to be dead. The other hand may preferably be kept in pocket.
     2. When it is necessary to touch electrical equipment (for example when checking for overload of motors) back of the hand may be used. Thus, if accidental shock were to cause muscular contractions, one would not ‘freeze’ to the conductor.
     3. Operations of electrical equipment shall be avoided which standing on wet floor or when hands are wet.
     4. Before blown fuses are replaced, the circuit shall be locked out and an investigation shall be made for the cause of the short circuit or overload.
     5. When two persons are working within reach of each other, they shall never work on difference phases of the supply.
     6. When structural repairs, modification or painting work are to be undertaken, appropriate measures shall be taken for the protection of persons whose work may bring them into the priority of live equipment/circuit.
     7. It shall be ensured that the insulation and wire size of extension cords are adequate for the voltage and current to be carried.
     8. While tapping electricity from the socket, plug top must be used. It shall be ensured that no extension boards are over loaded while tapping. Only standard three pin plugs shall be used for tapping electricity. Broken sockets/plugs shall be replaced immediately with good ones. Only joints free cables shall be used for connecting equipment/ apparatus.
     9. Floors shall be kept free from tailing electrical cables to avoid tripping hazard.
     10. Power supply to the entire machines and lighting fixture shall be switched off when not in use.
     11. Temporary electrical connections shall be removed as soon as the stipulated work is over. After completion of the works, the CONTRACTOR shall dismantle the distribution boards and the other facilities erected at site.
     12. Unauthorized/excess tapping of power from distribution boards under the control of the main contractor or client without prior permission is prohibited at all circumstances.
     13. No flammable materials shall be stored in any working area near & near the switchboards where there is a possibility of spark or fire
     14. “MEN ON LINE” “DO NOT SWITCH ON” “DANGER” OR “CAUTION” boards as applicable shall be used during maintenance works on the electrical equipment.
   1. **PORTABLE ELECTRICAL EQUIPMENT**
3. Portable electrical equipment shall be regularly examined, tested and maintained to ensure that the equipment and its leads are in good order. Register shall be maintained for inspection, recording the testing dates and results of the equipment.
4. All portable appliances (with metal body) shall be provided with three-core cable and three-pin plug. The third pin of the industrial plug shall invariably be earthen. It shall be ensured that the metal part of the equipment shall be effectively earthen.
5. All connections to portable equipment or machines from the panel/distribution board/extension board shall be taken using 3 core double insulated PVC flexible copper wire in one length. No joints shall be allowed in this flexible wire. In case single length of wire is not sufficient for a particular location then the supply can be tapped by providing male and female industrial sockets and plugs..
6. Flexible cables for portable lamps, tools and apparatus shall be regularly examined, tested periodically and maintained to ensure safety.
7. **SAFETY CODES IN CONSTRUCTION INDUSTRY**
   1. **EXCAVATION (IS-3764)**
8. Location and protection of underground utility–viz. Water main, cables.
9. Barricade – openings.
10. Lamp at night – warning signs.
11. Excavated material – 5 ft. Away
12. Shoring for sides – avoid sides from collapsing.
13. Avoid vertical cuts.
14. Water controlled.
15. Equipment / vehicles at safe distance.
16. Ensure stability of other structures nearby.
17. Do not take gas cylinders inside trenches.
18. Trenches greater than 4 ft. Depth should be provided with shoring – ladder for each 15m for hazardous area and each 30m for low hazardous area.
19. Excavated portion.
    1. **CEMENT WORKS**

Cement dermatitis, burns-use gumboots, gloves, and respirators.

* 1. **SCAFFOLDING (IS 4014(PART II))**

1. Clear the area of unwanted materials.
2. Erection under proper supervision.
3. Ensure ropes & cables are in good condition.
4. Ensure that all structural members and all connections adequate.
5. Supports strong – adequate cross bracing.
6. Ensure ground is safe and provide proper foot hold.
7. Keep ladder/working area free of grease/oil.
8. Provide guardrails & toe board.
9. Wear safety belt, helmet while working on scaffolding.
10. Do not use the scaffolding for more than 15 days without rechecking.
11. Frequent inspection.
12. Excavation is not permitted near base of scaffolding.
13. Use of wooden scaffolding is not permitted
    1. **LADDERS (IS 3696 (PART II)**
    2. Proper inspection – rungs/steps are not spliced.
    3. Properly secured – top & bottom.
    4. Side rails on fixed ladders to extend above top landing.
    5. Build up ladders of sound material.
    6. Rungs not to exceed 12 inches.
    7. Step ladders fully open during use.
    8. Metal ladders – prohibited near electrical lines. Proper maintenance and storage after use.
    9. Rails of the ladder placed at the roof should extend minimum 1.05m (Vertical height from work Platform to Top of the Ladder).
    10. **BARRICADES**
14. Floor openings covered/barricaded properly.
15. Road ways/sidewalks protected.
16. Traffic controlled.
17. walkways
18. Excavation of trenches
19. Hoisting/Lifting scene
20. Hazardous areas like radiation test area, Demolishing area, Deshuttering area, Electrical hazardous area, Painting Yard
    1. **CONCRETE CONSTRUCTION**
21. Forms properly installed and braced.
22. Proper curing period & procedure.
23. Mixing & transporting equipment properly supported/routed.
24. Adequate runways.
25. Protection from cement dust.
26. Hard hats – safety shoes, skin covering.
27. Nails to be removed from shuttering material.
    1. **MASONRY**
28. Proper scaffolding.
29. Dust protection.
30. Safe hoisting equipment.
    1. **HOISTS, CRANES, DERRICKS**
    2. Inspect – cables, slings, chains, hooks, eyes
    3. Equipment stability/supports.
    4. Out riggers used if required.
    5. Power lines removed/inactivated (cranes).
    6. Signals understood and observed.
    7. Experienced operators; medical fitness , color vision test certificate for operators & signal men
    8. All equipment properly lubricated/maintained.
    9. Protective head gears.
    10. If person climbs on derrick installed for lifting material, special precautions should be taken.
    11. Periodical test/inspection of hoists and cranes.
    12. Mark “safe working loads” on hoists/cranes.
    13. Cranes to be operated by certified operator.
    14. Ensure that slings are vertical.
    15. Do not drag chains, slings, hooks and load over the floor.
    16. Know the load before lifting.
    17. Barricade around the area to avoid labour movement close to the area
    18. Guide ropes are mandatory while lifting materials with different cranes
    19. **CONVEYORS:**
31. Proper inspection & maintenance.
32. Screens and other protection.
33. Adequate inspection and maintenance of ladders, light
34. Emergency Stop Pull Cord
    1. **HEAVY EQUIPMENT & TRUCKS**
35. Qualified operators with license.
36. Vehicle laws & regulations to be observed.
37. Check – breaks, lights, warning devices and wheels.
38. Weight limits – load sizes controlled.
39. Haul loads well maintained – properly laid.
40. Personnel not carried in unsafe manner.
41. Protection when equipment not used.
42. Planned inspection – maintenance.
43. Adequate equipment records
44. Proper oil, fuel, lubricants used.
45. Reverse horn to be fixed for vehicles being used in the site.
46. Speed limit signage to be installed.
47. Fitness certificate of the vehicles
    1. **HOUSE KEEPING & SANITATION**
48. Proper and organized material stacking
49. General neatness in working area.
50. Regular disposal of waste/trash.
51. Pathways and walkways clear.
52. Adequate lighting.
53. Sanitary facilities – clean.
54. Adequate drinking water.
55. Scrap yard to be marked
    1. **EMERGENCY PROCEDURE**
56. First aid station – properly manned.
57. First aid boxes – with First aid materials
58. Nearest Hospital tie up for emergency treatment
59. All Injuries reported promptly.
60. Adequate emergency evacuation facilities.
61. Emergency assembly point /Signage / illuminated access
62. Emergency evacuation procedure & Emergency Response Plan
63. Training for emergency response teams periodically
64. Emergency siren , Mega Phone , Whistle , Hand Baton , Reflective Jacket
    1. **WELDING – CUTTING**
65. Qualified & experienced technicians
66. Proper screen, shield, goggles, gloves, clothing, equipment.
67. Electrical equipment – grounded – inspected.
68. Power cables protected & in good condition.
69. Fire extinguishers – available.
70. Inspection of fire hazards.
71. Flammable materials – protected (40 feet away).
72. Gas cylinders – upright & chained.
73. Gas line, torch in good condition.
74. Trolleys at the time of moving cylinders in the working areas
75. Cylinder stand for storage in Cylinder Yard
76. Proper covering of mezzanine holes or barricades for cut portion.
77. Barricades/notices below mezzanine being cut – work permit
78. Helper also to use goggles.
79. Flash Back arresters to be provided at both end of cylinders and torch
    1. **FLAMMABLE GASES – LIQUIDS**
80. “No smoking” signboard.
81. Containers clearly identified/marked.
82. Proper storage practices.
83. Proper storage temperature – protection.
84. Fire hazards to be checked.
85. Proper & adequate fire extinguishers.
86. Neat storage area – clear passages.
87. Material firmly stacked – not too high.
88. Entry restricted.
89. Store in separate enclosed area.
    1. **HANDLING AND STORAGE**
90. Proper number for operation.
91. Person picking up leads correctly.
92. Materials protected from heat/moisture.
93. Protection from falling into hoppers/bins.
94. Dust protection observed.
95. Extinguishers/fire protection available.
96. Traffic routing and control.
97. Safety precautions in line with MSDS- Material safety data sheet
    1. **POWER TOOLS**
98. Good housekeeping where used.
99. Tools – cords – earthing – in good condition.
100. Proper instructions for use.
101. Proper mechanical safe guards.
102. Tools nearly stored when not in use.
103. Right tool for job.
104. Proper wiring.
105. Proper training to operator.
106. Proper supervision.
107. Use of safety appliances - goggles - face shield.
108. Flying hazards checked up.
109. Work shall be carried out after obtaining work permit
     1. **EDUCATING LABOUR:**
110. Safety Posters/boards to be installed at site at different locations in local languages
111. Safety Officer to conduct safety meets periodically and holds pep talks with workmen.
112. Mock drills & fire drills
113. Awards for motivating Labours
114. Tool box talks,
115. specialized training for high risk activities
116. **SCHEDULE OF FINES**

Schedule of Charges to Contractors who are in breach of the employer’s Site Safety, Site Safety Cycle and Environmental Rules and Regulations

Noncompliance of content of this document content may result in penalty for first violation, stoppage of work, removal of supervisor or member from the work premises for second violation.

|  |  |  |
| --- | --- | --- |
| **S #** | **NATURE OF OFFENCE** | **AMOUNT OF SAFETY OR ENVIRONMENTAL CHARGE TO BE LEVIED AGAINST THE CONTRACTOR FOR EACH BREACH OF THE EMPLOYER’S RULES & REGULATIONS (IN INR)** |
| 1 | Smoking in an unauthorized area and/or consumption of alcohol and/or use of illegal substances. | Rs 500.00 |
| 2 | Burning of waste or smoldering of combustible materials on site other than for heat treatment processes required for the execution of the Sub Contract works. | Rs 2,000.00 |
| 3 | Failure to wear personal protective equipment (P.P.E.) eg. Safety helmets, safety boots, goggles etc. respirator, ear plugs, safety belts which shall include failure to anchor belt to a secure structure.    Where any site operation requires the use of PPE then all workmen must use the required PPE eg. grinding, welding, burning, unloading hazardous materials etc. | 1)    Rs.500.00 per worker when lack of enforcement of the usage of P.P.E. by the Sub Contractor is observed by the employer.   OR   2)    Rs.1, 000.00 where issuance of the required P.P.E. by the Sub Contractor equipment is not carried out. |
| 4 | Failure to attend general safety induction course conducted by the employer / the employer. | 1)    Rs.300.00 per worker for not attending the course; and   2)   Workers to attend course within 2 working days or be dismissed. |
| 5. | Failure to attend a notified site safety meeting. | Rs 2,000.00 |
| 6. | Failure to submit, within the specified time to the employer, safety supervisor reports which shall include other relevant statutory reports made under the F&IUO Cap. 59, tool box briefing records, weekly labour return, issuance of personal protective equipment records, safety data sheets of toxic and harmful materials and others related certificates. | Rs 2,000.00 |
| 7. | Failure to submit a written report for an accident and/or other dangerous occurrence, to the employer within 24 hours of its occurrence. | Rs 2,000.00 |
| 8. | Failure to carry out within the specified time the necessary improvement action against any notified safety violation. | Rs 5,000.00 |
| 9. | Damaged to or misuse of the employer’s property. | 1) Rs.2,000.00; and  2) In addition the Sub Contractor to pay for the cost of items damaged. |
| 10. | Failure to maintain work area, facility storage and preparation yard, office premises and workers changing and rest area in a clean and orderly state and free from health and fire hazards. | 1) Rs 2,000.00; and  2) In addition the Sub Contractor shall clean up the disorderly and untidy areas within 3 days. |
| 11. | Obstruction of passageways, entrances, doorways, stairs, access to firefighting equipment etc. and/or the erection unsafe accesses and crossings. | Rs 2,000.00 |
| 12. | Use of equipment that has not been examined by an approved person as required under the Factories and Industries Undertaking Ordinance and its related regulations. | Rs 5,000.00 |
| 13. | Using defective or uncertified slings for lifting operations. | Rs 5,000.00 |
| 14. | Executing unsafe hoisting of materials and include unsafe use of lifting appliances. | Rs 5,000.00 |
| 15. | Erecting and/or using unsafe or unstable, scaffolds, working platforms and temporary structures. | Rs 5,000.00 |
| 16. | Failure to provide and use proper working platforms and safe means of access to the work place, where work is required to be carried beyond a person’s normal reach. | 1) 5,000.00; and  2) The worker to be immediately banned from the site if an individual receives 2 violations. |
| 17. | Allowing workers to occupy or work on unguarded elevated platforms, floor edges and without adopting adequate safety measures against the risk of a person falling from height. | Rs 7,000.00 |
| 18. | Not providing safety barricades/barriers to hazardous floor edge openings, gaps and shafts. | Rs 7,000.00 |
| 19. | Rendering scaffold or working platform unsafe by tampering/alternation. | 1) Rs 5,000.00 and  2) All rectification costs to be borne by the subcontractor. |
| 20. | Placing of heavy items unsafely on scaffold or working platform. | Rs 2,000.00 |
| 21. | Throwing or allowing objects to drop from heights. | 1) Rs 7,000.00 and  2) Workers to be immediately banned from the site. |
| 22. | Stacking or leaving materials including work in progress articles and tools in unstable condition and or along floor edges such they are likely to endanger workers. | Rs 7,000.00 |
| 23. | Failure to effectively cordon off guard and warn other workers from entering into the danger areas when they are likely to be affected by falling materials from the Sub Contract Work. | Rs 7,000.00 |
| 24. | Violating the permit to work system for example, but not limited to:-   * 1. Look out procedures   2. Confined space entry permits   3. Other hazardous work          Eg. hot work (in the event of failure to comply) | 1) Rs 5,000.00; and  2) Workers to be immediately banned from the site. |
| 25. | Dismantling and rendering any safety guards or protective features of any part of a machine or any part of a building structure to the extent that such guards and protective features are not operational or are incapable of providing the necessary protection for its design and purpose. | Rs 7,000.00 |
| 26. | Adopting unsafe tapping, connections, and termination of electrical lines and including the use of defective electrical fittings, power cables and electrical tools.  Allowing cables / equipment to be submerged in water. | Rs 2,000.00 |
| 27. | Using any defective or unsafe equipment. | Rs 2,000.00 |
| 28. | Unauthorized use of fire equipment provided for emergency purposes. | Rs 2,000.00 |
| 29. | Failure to comply with an order issued by the employer’s Construction manager, site agent, site safety supervisor safety officer and environmental officers in regard to safety/environmental matters. | Upto Rs 7,000.00 |
| 30. | Threatening safety/personnel misbehavior, fighting or intentional causing hurt to others. | 1) Rs 7,000.00 & to be blacklisted and  2) Worker to be banned from the site and a report will be made to the police. |
| 31. | Other safety/environmental violations which are in breach of safety or environmental ordinances and regulations. | Rs 1,000.00 |
| 32. | Failure to wear safety harness and anchor to a secure structure, whilst working on a gondola. | Rs 7,000.00 and worker to be banned from site immediately. |
| 33. | Tampering with the safety features of a gondola /  winches ./ scaffolding | Rs 7,000.00 and worker to be banned from site immediately. |
| 34. | Access and egress to gondola other than at a designated landing. | Rs7,000.00 and worker to be banned from site immediately. |
| 35. | Failure to provide valid certificates for lifting appliances and accessories including any lifting appliances / accessories on vehicles delivering goods to the site, or for plant being used on site. | Rs5,000.00 |
| 36. | Failure to provide voltage-reducing devices on welding machines. | Rs 2,000.00 |
| 37. | Obstruction of passageways, entrances, doorways, stairs, access to firefighting equipment etc. and/or the erection unsafe accesses and crossings. | Rs 2,000.00 |
| 38. | Failure to attend the Morning Site Assembly Meetings. | Rs 500.00 |
| 39. | Failure to tidy up the Sub contract works after each day work | Rs1,200.00 |
| 40. | Failure to attend the Site Safety Walk | Rs 1,000.00 |
| 41. | Failure to provide Site Safety Supervisor/Representative as per the requirement of the latest ordinance. | Rs 2,000.00 |
| 42. | Failure to use stairs in lieu of lifts | Rs 500 per event |

**SUGGESTED CHECK LIST FOR STATUTORY COMPLIANCE REGISTERS**

**TO BE MAINTAINED BY A CONTRACTOR**

***Note:***

1. ***The following are the mandatory list of registers that need to be maintained as per the statutory requirements (the items may vary as per Rules of the State in which project is being executed)***
2. ***The registers need to be maintained only for the employees deployed at the site***
3. ***One set of photocopies of all the documents to be submitted at the time of audit***
4. ***The following documents to be maintained for the period commencement of contract to completion of contract***
5. Contract License
6. Form VI-A commencement of Contract intimation to the department
7. Muster Roll
8. Wage Register
9. Register of overtime
10. Register of Advance
11. Register of Fine
12. Register of Workman Employed by the Contractor
13. Employment Card
14. In & out timings register
15. PF registration copy
16. PF Challans
17. PF contribution details for the employees deployed at the site ( from PF web portal)
18. ESIC Challans
19. ESIC Temp card copy of for the employees deployed at the site
20. ESIC Contribution details for the employees deployed at the site ( from ESIC web portal)
21. Vendors monthly compliance undertaking ( as per the excel sheet attached )



1. Labor Welfare Fund contribution at Karnataka
2. Cess payment Receipt ( As per the BOCW registration obtained by Client)
3. Any other document/Register as may be required per the prevailing Statutory/Legal requirements of the State

# Site Memo

NAME OF WORKER……………………….

NAME OF COMPANY……………………...

DATE AND TIME……………………………

LOCATION…………………………………..

TYPE OF VIOLATION………………………

**NOTE**

FIRST TIME………………………………….VERBAL / WRITTEN WARNING

SECOND TIME…………………………….. WRITTEN WARNING

THIRD TIME…………………………………TERMINATION

**COMMENTS**

PMC

Contractor

1. Please select one of the three options. [↑](#footnote-ref-2)