

**PETROLEUM CONSERVATION RESEARCH ASSOCIATION
(MINISTRY OF PETROLEUM & NATURAL GAS)**

E-TENDER DOCUMENT FOR

**'STALL DESIGNING, FABRICATION, DIGITIZATION AND MANAGEMENT,
INCORPORATING TECHNOLOGY' AT**

**INDIA INTERNATIONAL TRADE FAIR (IITF) – 2017, PRAGATI MAIDAN, NEW DELHI
ON TURNKEY BASIS**

DURATION OF IITF 14.11.2017 - 27.11.2017

(E-TENDER NO: PCRA/EC/APSM/IITF/2017/T-05)

PART – I (TECHNO-COMMERCIAL PART)

Prepared and Issued by:

EDUCATION CAMPAIGN DEPARTMENT

PETROLEUM CONSERVATION RESEARCH ASSOCIATION

**(MINISTRY OF PETROLEUM & NATURAL GAS) SANRAKSHAN BHAVAN, 10
BHIKAJI CAMA PLACE NEW DELHI – 110 066**

E-TENDER DOCUMENT FOR**E-tender No: PCRA/EC/APSM/IITF/2017/T-05****Date: 07.10.2017**

E-tenders are invited for & on behalf of PETROLEUM CONSERVATION RESEARCH ASSOCIATION (Ministry of Petroleum and Natural Gas) under two bid system, (Part-I i.e. Techno-Commercial bid & Part-II, i.e. Price bid) from bonafide, experienced & reputed agencies for the job given below:

1.0 BRIEF DETAILS OF THE E-TENDER:

| | |
|--|--|
| Name of Work | “STALL DESIGNING, FABRICATION, INSTALLATION, DIGITIZATION AND MANAGEMENT INCORPORATING TECHNOLOGY” AT IITF - 2017, PRAGATI MAIDAN, NEW DELHI ON TURNKEY BASIS |
| E-tender No | PCRA/EC/APSM/IITF/2017/T-05 |
| Earnest Money Deposit | Rs.34,000 (Rupees Thirty Four Thousand Only) by Demand Draft/Pay Order in favor of PCRA, payable at New Delhi from Nationalized / Scheduled Indian Bank |
| Issue Of E-tender Document | E-tender only. Bids will be received online on eProcure.gov.in |
| Pre Bid Meeting | 12.10.2017 at 11:00Hrs At DIRECTOR (EDUCATION CAMPAIGN) PETROLEUM CONSERVATION RESEARCH ASSOCIATION, SANRAKSHAN BHAVAN, 4 th Floor, Conference Hall, 10, BHIKAJI CAMA PLACE, NEW DELHI -110066 |
| Submission of e-tender and date | E tender only. Bids will be received online on eProcure.gov.in till 21.10.2017 at 1100 hrs. |
| Time for Opening of E-tender (Part-I & Part-II) | Part-I i.e. Techno-Commercial Bid of the E-tender shall be opened on 23.10.2017 at 1100 hours online. Part-II (Price Bid) of the Techno-Commercial acceptable Bidders shall be opened at a later date. |
| Technical Presentation | Scheduled tentatively for 25.10.2017, subject to completion of Evaluation of PQ criteria |

Note : Please note that the bidder has to submit the bid electronically on <https://eprocure.gov.in> and physical submission of the bid will not be accepted.

2.0 EMD (EARNEST MONEY DEPOSIT)

- a) EMD of Rs. 34,000/- (Rupees thirty-four thousand Only) by Demand Draft/Pay Order in favor of PCRA,), payable at New Delhi from nationalized / scheduled Indian bank. The envelope containing the EMD should reach the tender box on or before 21.10.2017 by 1100 Hours. EMD can also be submitted demand draft only.
- b) PCRA reserves the right to solicit additional information from Bidders.
- c) PCRA reserves the right to accept or reject any or all bids; and to select the Bidder(s) which, in the sole opinion of the Project, best meets the project's interest. PCRA also reserves the right to negotiate with potential Bidders so that its best interests to fulfill the need of project are served.
- d) All information contained in this E-tender, or provided in subsequent discussions or disclosures, is proprietary and confidential. No information may be shared by the bidder with any other organization.

3.0 SECURITY DEPOSIT:

- a) The security deposit shall be at 10% of total award value.
- b) As soon as the E-tender is accepted, the agency shall be advised to deposit the amount equivalent to **10% of the value of the Work Order at accepted rates within 10 days of receipt of work order.**
- c) This security shall be released 30 days after the successful completion of the contract.
- d) Conditional bids would be rejected outright.
- e) PCRA reserves its right to withdraw / cancel / alter the bid document at any stage.
- f) PCRA reserves its right to summarily reject offer received from any agency on national security considerations, without any intimation to the bidder.

4.0 EXPERIENCE CRITERIA:

1.0 PQ Criteria:

For experience, the single work executed by the bidder as main or sub-contractor, during any of the last five years ending on last day of the month immediately previous to the month in which last date of bid submission falls should be considered as per below:

- Three similar completed works each costing not less than Rs. 8,70,000/-
OR
- Two similar completed works each costing not less than Rs. 11,60,000/-
OR
- One similar completed work costing not less than Rs.14,50,000 /-

“Similar Works shall mean having experience in setting up Stall at Pragati Maidan (IITF, PETROTECH, Book Fair, Auto Expo etc.), New Delhi during any of the last five preceding financial years” executed solely in the name of the tender applicant.

Since the scope of work involves experienced, highly technical professionals who will be required to handle digital infrastructure and stall fabrication and erecting manpower, parties may form tie ups with relevant job experience as per the scope of work mentioned.

2. Technical Qualification:

Experience of handling digital infrastructure is required in any of the last five years of at least Rs. 7,30,000/-. Party should also provide a work order in support of digitization either executed directly or have an assured commitment through tie-up with other party who is having adequate experience. The bid submitted as the tie-up need to enclose notarized agreement along with the relevant experience certificate and work order of both the parties. for forming the tie-up each party should have minimum three years' experience.

B. Financial Criteria:

Minimum Annual turnover of the Bidder during any one of the preceding three financial years i.e., 2014-15, 2015-16 and 2016-17 should be at least at least 60% of the estimated value of the work under consideration i.e. **Rs. 17,40,000/-**.

For this purpose, copies of Balance sheet/ P&L A/c and trading Accounts, duly vetted by the CA should be submitted. CA Certificate in original, certifying the turnover for all the stated financial years shall also be acceptable.

However, in case the bidder is not able to submit the balance sheet/P&L/Trading accounts for the year 2016-17, due to non – finalization of accounts, the last three available balance sheets/P&L accounts, i.e., 2013-14, 2014-15 and 2015-16 shall be considered, provided the bidder provides a CA certified statement as regards non-finalization of accounts for the year 2016-17

The copies of Work Orders, of the above mentioned similar works **MUST** be attached with the E-tender document and **MUST** be supported with attested completion certificates with value in rupees, issued by the concerned departments/organizations **OR True copies (Self attested) of the bills raised against the attached Work Orders along with Bank statement showing receivables against the invoices raised for each work order.**

Work orders should reflect total value of the jobs awarded to the bidder.

5.0 SUBMISSION OF E-TENDER

5.1 The E-tender document can be submitted online only on website eprocure.gov.in latest by 21.10.2017 till 1100 hrs.

- 5.2 The E-tender shall be submitted in the manner as described in “Instructions to Bidders.
- 5.3 PCRA reserves the right to accept or reject any E-tender in part or full, without assigning any reason whatsoever. **Preference will be given first to Public Enterprises, as admissible under the existing Government policies.**
- 5.4 The subject work is indivisible & shall be awarded to single successful bidder and that consultants, subsidiary companies or companies under the management of consultant are not eligible to quote for the execution of the same job for which they are working as a consultant/part time employee. Work shall be awarded to single successful bidder.

6.0 E-tenders liable for rejection

- a) Tenderer stipulates the validity period less than what is stated in the tender form and stipulates its own conditions.
- b) Tenderer does not disclose full particulars of past performance and contains unacceptable terms and conditions.
- c) Tenderer does not disclose the full names & addresses of all his partners, in case of a partnership firm.
- d) Does not have PAN Number & Service Tax Number.
- e) E-tenders are partly quoted and/or partly unfilled or are not according to PCRA format.

7.0 PENALTY CLAUSE/LIQUIDATED DAMAGES

As per General Conditions of Contract. **Please note that in case of any contradiction, anywhere in the tender, the more stringent clause will be applicable.**

- 8.0 Agency/E-tender bidder registered under Single Point Registration Scheme of NSIC are eligible to get the benefits under Public Procurement Policy for Micro & Small enterprises (MSEs) Order 2012 as notified by the Government of India, Ministry of Micro Small & Medium Enterprises, New Delhi vide Gazette Notification dated 26.03.2012.

9.0 Right of Owner to get the work done at Contractor's own Risk and Cost:

As per General conditions of Contract, PCRA has the right to get work done at contractor's risk and cost, or employ necessary manpower, materials and equipment at the risk and cost of the contractor provided balance of the work is left incomplete by the contractor on termination of the contract.

10.0 ARBITRATION: Venue of arbitration will be New Delhi and will be **governed by the provisions of the Indian Arbitration & Reconciliation Act.**

11.0 Jurisdiction: The contract shall be governed by laws of India and all

Government rules on purchase matter issued from time to time and in force for the time being are applicable to this contract tender.

12.0 ED, PCRA reserves the right to cancel the E-tender at any point of time, without assigning any reason.

13.0 Bidding E-tender document once issued shall not be transferable in any other name.

Thanking you,

**For & On behalf of
PETROLEUM CONSERVATION RESEARCH ASSOCIATION**

**(Tara Chand)
Director (Education Campaign)
PETROLEUM CONSERVATION RESEARCH
ASSOCIATION SANRAKSHAN BHAVAN, 3rd Floor,
Room No. 301
10 BHIKAJI CAMA PLACE, NEW DELHI -66**

Date: 07.10.2017
Place: New Delhi

INSTRUCTIONS TO BIDDERS

1.0 INTRODUCTION

Vision

To become a center of excellence for conservation of hydrocarbons & environment protection for sustainable development on our inherent strength.

Mission

Efficient energy utilization and environment protection leading to improvement in quality of life.

Objectives

- To formulate strategies and promote measures for accelerating conservation of petroleum products leading to environment protection, energy security and sustainable development.
- To create awareness among masses about the importance, benefits and methods of conserving petroleum products & clean environment by enhancing information and capacity building.
- To promote research, development and deployment efforts aimed at petroleum conservation & environment protection, support & facilitate efforts for adoption and dissemination of fuel efficient technologies and substitution of petroleum products with alternate fuels and renewable.
- To establish synergistic institutional linkages at the national and international levels in the areas of petroleum conservation and environment protection.
- To provide training and technical advisory services, designed to achieve economy & efficiency in use of petroleum products for cleaner environment.
- To function as a 'Think Tank' to the Government of India for proposing policies and strategies on petroleum conservation and environment protection aimed at reducing excessive dependence on oil.

BACKGROUND

Petroleum Conservation Research Association (PCRA) is a registered society set up in 1978 under the aegis of Ministry of Petroleum & Natural Gas, Government of India. As a non-profit organization, PCRA is a national government agency engaged in promoting energy efficiency in various sectors of economy.

ENERGY EFFICIENCY – THE FIFTH FUEL

PCRA is committed towards the fifth fuel i.e. “energy efficiency”, to augment the four conventional sources of energy viz. coal, petroleum, nuclear and renewable. To achieve this, PCRA is relentlessly pursuing Demand Side Management as a cost effective alternative compared to augmenting supplies. This will also ensure India emerges as an environmentally responsible nation.

PCRA - A LEADER IN ENERGY EFFICIENCY/ AN EFFICIENT NETWORK

As a committed and responsible organization in the field of energy efficiency, PCRA not only focuses on energy intensive sectors through direct actions like audits, but also assumes a leadership role in targeting issues such as recommending fuel efficiency norms for vehicles, in association with other stakeholders.

PCRA has presence in almost every state of India through its regional and sub-regional offices that are manned by officers of oil sector PSUs. The vast network of PCRA is instrumental in carrying out energy productivity improvement activities in various sectors.

INDUSTRY

PCRA's programs focus on improvement in energy productivity through technological intervention, energy audit, fuel oil diagnostic study, small-scale industry energy survey, follow up study and institutional training in large, medium and small-scale industries.

TRANSPORT

PCRA conducts variety of integrated energy management programs for State Transport Undertakings, private fleet operators, organizations in the private & public sector, Defense and Paramilitary to promote efficient use of petrol, diesel and lubricants through better maintenance practices, better driving habits, model depot studies, emission awareness programs, exhibitions, workshops and clinics.

AGRICULTURE

The potential and scope for conservation of petroleum products & electricity in this sector is huge. The use of non-ISI and substandard foot valves, pumping sets and other equipment results in wastage of oil and electricity. PCRA extends assistance through need-based rectification and replacement, with energy efficient foot valves, pump sets etc. Other activities include demonstration centers, Van Publicity, Kisan Melas, Bio Diesel awareness programs and educational programs for students of agricultural college.

DOMESTIC

PCRA plays an educator's role in this sector to raise awareness, primarily amongst

housewives and youth on energy conservation and safety practices through LPG/Kerosene clinics and essay competitions. Since 2005 – 06, the number of activities performed in each domestic workshop has been enhanced to make it more result – oriented.

RESEARCH & DEVELOPMENT

Towards optimum utilization of energy and reduction in pollution in different sectors of economy through development, and demonstration of new and improved equipment/appliances, new efficient technologies and processes, PCRA sponsors appropriate R&D projects and also helps in adoption & dissemination of successful R&D outcomes.

SYNERGY THROUGH TIE-UPS

PCRA endeavors to synergize its activities on improvement in energy efficiency with other national and international agencies like BEE, CII, FICCI, SIRDs, premier educational institutions and ECCJ Japan. Energy labeling of vehicles and cooking stoves, enhancing energy productivity in industrial clusters and related development, technology, transfer of efficient processes in energy intensive industries, capacity building in CDM in clusters and public sector units, interfacing with institutions, are some of the prominent areas of cooperation with such agencies.

EDUCATION CAMPAIGN

Education campaign is used by PCRA as a communication tool to create mass awareness on efficient utilization of energy resources, a tool that is effective to bring attitudinal changes through sustained efforts using various medium of communication. In order to bring attitudinal changes towards energy efficiency, focused sector specific energy saving measures and techniques are propagated to targeted end users. Apart from the above, children and youth that comprise more than 40% of India's population and are future of the country, are being targeted in order to inculcate the habit of energy efficiency in them at a tender age. In line with the above, PCRA has initiated efforts for inclusion of text on fuel efficiency in schoolbooks at central & state level. Youth in colleges and institutions are being sensitized to the criticality of oil dependence and relevance of energy conservation.

- I. Seminar/Exhibition/Conference/Puppet Show/Street Play etc.
- II. Electronic Media (Film/TV Program/TV Spot/ Radio Program/Jingle)
- III. Print Media (Printed Literature/Newspaper/Magazine)
- IV. Outdoor Publicity (Bus Panel/Bus Queue Shelter/Railway Panel, Metro Rail /Electronic Display Board/Glow Sign/Kiosk/Digital Cinema)
- V. Internet Media (Internet Advertising/PCRA website)

PCRA has achieved accreditation as a Certified Energy Auditing Agency and has a large team of certified energy managers and energy auditors in its rank. To manage its activities in a professional manner, it has empaneled technically qualified professionals and agencies from diverse background in energy field. Information on energy efficient practices is freely available for energy users on PCRA's website

India requires a multi-pronged approach in energy usage and substitution for guaranteeing its energy security in the years to come. PCRA is committed to build nation's energy security by steadfastly promoting the use of the "fifth fuel" i.e. energy efficiency, in all sectors of the economy and at every level of the society, through various proactive and inclusive steps. Our motto is "Improving Energy Productivity, Reducing Oil Dependence".

The essence of the contract is to provide Conceptualizing, aesthetic planning, designing, fabrication (including supply of raw materials) etc. on turnkey basis covering all end-users of all the scope of work.

Before attempting to fill the E-tender document the tenderer should study the pre-qualifying criteria required for Erection, Fabrication, Digitization and managing the stall.

2.0 DESCRIPTION OF PCRA STALL AT PRAGATI MAIDAN DURING INDIA INTERNATIONAL TRADE FAIR (IITF – 2017)

The site measuring 90 sq. mtrs (bare/raw space) is located at Pragati Maidan, New Delhi (IITF-2017) in Hall No. 12. Bidder is advised to visit the site and familiarize with the existing facilities & environment and collect all other information, which may be required for preparing and submitting the bid and entering into the contract. Claims & objections due to ignorance of existing conditions or inadequacy of information will not be considered after submission of the bid and during implementation.

3.0 OBJECTIVES

The prime object of work contract is to design, construct, install and manage exhibits at IITF–2017. Also, ensure aesthetic look while taking utmost care of safety and maintenance of the stall.

4.0 IITF Manual.

Agency is advised to collect a copy of the booklet titled '37th IITF scheduled from 14th to 27th November' 2017 from ITPO/ any other detailed information for better appreciation of the rules, regulations and facilities provided before submitting the bid.

5.0 ASSESSMENT ORDER/ IT RETURN

Attested copy of Assessment order/ IT return duly acknowledged by Income Tax authorities for the four preceding financial years should be in the name of the FIRM/ ORGANIZATION quoting for the work.

6.0 SERVICE TAX REGISTRATION NUMBER

Bidder shall furnish attested Photocopy of Service Tax Registration Number in the name of FIRM/ ESTABLISHMENT while quoting for the work.

7.0 PRICES, TAXES, DUTIES

The quoted prices shall be deemed to be inclusive of all taxes, duties, octroi, levies etc. including Service Tax & Cess on Service Tax & miscellaneous expenses like entry passes for the manpower deployed at the PCRA stall by the selected agency, flower arrangements, refreshments etc. Cost of transporting display material, brochures etc. from PCRA office to PCRA stall & back to PCRA office, will be borne by the tenderer.

8.0 EXPENSES TO BE BORNE BY BIDDER

All expenses in preparation and submission of bids and visits to the office or any place in connection with the preparation of Bid shall be borne by Bidder. PCRA in no case shall be responsible or liable for these costs regardless of the outcome of the Bidding process.

9.0 BID VALIDITY

Bid submitted by bidder shall remain valid for **a period of 4 (Four) Months from the last date** of submission of tender/ revised offer (if any). Bidder shall not be entitled during this period to revoke/alter/modify/vary the content of Bid or any term thereof. In such case of making any variation subsequent to submission of bid on their own, the offer shall be treated as "REJECTED" and EMD shall be forfeited without any reference to the Bidder. In case the tender is accepted & the contractor fails to deposit the amount of initial security or to execute the contract within the stipulated period, the EMD shall be liable to be forfeited.

10.0 INFORMATION REQUIRED WITH BIDS

Attested photocopies of the following documents are required to be uploaded along with the bid offer: **Application will be rejected if details are not provided**. Originals to be produced for verification as and when demanded.

- a) Certificate of Incorporation.
- b) Declaration about the relationship, if any with PCRA's Director. The Bidder may select the option in the Check-List of the E-tender.
- c) Confirmation that the bidder shall not sub-contract the work in the Check-List of the E-tender.
- d) Details of in house production facilities.
- e) The firm shall have office in Delhi/NCR.

11.0 PRE BID MEETING

A pre bid meeting is scheduled for 12.10.2017 at 1100 Hours at PCRA, Sanrakshan Bhavan, 10, Bhikaji Cama Place, New Delhi.

12.0 OPENING OF BIDS

Unpriced Part of the offer (i.e. Part – I: Techno-Commercial offer) shall be opened on 23rd October 2017 at 1100 hrs. During the opening only name of Bidder and whether EMD is furnished shall be informed and no other details/ information shall be given.

Price Part of the Techno-Commercially acceptable bidders shall be opened at a later date, to be communicated after evaluation of their offers.

13.0 EVALUATION OF E-TENDERS & AWARD OF WORK

13.1 Technical criteria – A committee approved by management will undertake the screening of all the E-tenders based on the pre-qualifying criterion. The bidders must meet all pre-qualifying criterion. Any agency not meeting any of the pre-qualification requirements will not be short-listed for the pitch presentation to the management approved evaluation committee and further evaluation.

13.2 Selection Procedure:

Stage 1: All the agencies short listed by the committee meeting techno commercial requirements (Part-1) will be invited for making a multi-media presentation on the scope of work, which should include concept, creativity and design.

The stall is to be designed with the purpose of generating interest amongst the visitors to visit PCRA stall to hence enable them to be updated about the activities PCRA performs for the conserving of petroleum products and promoting a cleaner environment.

PCRA is aiming to further its objective with an ultra-modern stall incorporating technology, in consonance with the **theme “Startup India: Stand up India”**. The agency has to design the stall and all the public engaging activities with the above in mind.

Each agency will be given a maximum of 15-20 minutes’ duration to make the pitch presentation to the evaluation committee

Stage: II Technical Evaluation and Selection Procedure –

Marking for Technical Evaluation

| S.No | Particulars | Weight |
|------|--|--------|
| 1 | Company Details | 5 |
| | Company Background | |
| 2 | Incorporated/established | |
| a | For Companies having experience in stall/infrastructure Development | |
| | Before 2012=5, before 2013=4, before 2014=3 before 2015=2 | 5 |
| b | For companies having experience in handling digital infrastructure | |
| | Before 2012=5, before 2013=4, before 2014=3 before 2015=2 | 5 |
| 2 | Avg turnover 2013-14 to 2016-17 more than | |
| | 100% or more than the estimate = 5 | 5 |
| | more than 90% of the estimate= 4 | |
| | more than 80% of the estimate = 3 | |
| | more than 70% of the estimate = 2 | |
| | more than 60% of the estimate = 1 | |
| 3 | Relevant Experience | 5 |
| | Similar works at IITF/Petrotech etc. along with completion certificates. | |
| 4 | Strength (No of employee) (with experience in event management) | 5 |
| | >50 = 5 | |
| | 50 to 40= 4 | |
| | 40 to 30= 3 | |
| | 20 to 25= 2 | |
| | Total | 30 |

Agencies Securing above 60% of the marks (i.e. 18 Marks) will be qualified to give pitch presentation of the concept.

For the above criteria the bidder needs to submit the following documents

- 1) Company profile
- 2) Proofs of experience handling stall design and infrastructure development.
- 3) Documents showing average turnover from 2013-14 to 2016-17.
- 4) Similar work orders having stall/infrastructure Development with completion certificate for evaluating experience
- 5) Proof showing the strength of the employee.

Markings for evaluation of Concept:

| | | |
|---|---|-----------|
| 1 | Theme /Concept | |
| | • Understanding of Concept/Theme | 5 |
| | • Proposed concept and methodology | 5 |
| 2 | Overall design: Based on technical development | |
| | • Creativity | 15 |
| | • Innovation | 15 |
| 3 | Exclusive Features | |
| | • Ideas to maximize footfalls to the stall | 15 |
| | • Number of equipment used for each technical concept | 15 |
| | Total Marks | 70 |

- Bidding agencies are advised to make their presentation based on the aforesaid parameters.
- The agencies will be evaluated against 70 marks scale. Agencies have to secure minimum 56 marks out of 70 marks for technically qualifying for opening their price bid.
- The decision of the Evaluation Committee will be final and binding.

13.3 Evaluation of Financial proposal and award of work

Based on the recommendation of the evaluation committee on the above parameters, the qualifying agencies shall be short listed in order of their merit. price bids of such agencies shall be opened. The job will be awarded to the lowest price (L-1) bidder. However, PCRA reserves the right to accept or reject this bid without assigning any reason thereof.

Bidders are advised to quote the rate to the nearest rupee.

In case the rates quoted by the two or more bidders are same, such bidders shall be required to submit discounts in sealed envelope.

Unopened financial bids shall be returned to the respective bidders after the contract is successfully awarded.

14.0 CONTRACT AGREEMENT

The successful Bidder shall be required to execute a contract Agreement with PCRA as per Performa attached with this document on a non-judicial stamp paper of Rs. 100/- (Rupees One hundred only) to be purchased from Delhi. The cost of stamp paper shall be borne by the successful Bidder.

PCRA reserves the right to amend the terms & conditions of contract after mutual discussions and this shall only be in writing.

15.0 CONTRACT PERIOD

The rate contract shall be valid till 31st March 2018.

16.0 BILLING AND PAYMENTS

The agency shall submit the bills for payment, after successful completion of the work, duly signed by the authorized signatory. PCRA shall release the payments to the agency through RTGS.

15.0 LIQUIDATED DAMAGES:

Timely completion of all the work/job and providing the required personnel/material/equipment/services covered in the contract, as per the schedule of the exhibition, will be essence of the contract. In the event of failure to execute the contract within the scheduled time, liquidated damages will be levied, subject to a maximum of 10% of the total contract value.

FINANCIAL DETAILS

ANNUAL TURNOVER STATEMENT TO BE SUBMITTED BY CHARTERED ACCOUNTANT ON THEIR LETTER HEAD

The Bidder shall indicate here the turnover during proceeding 4 years based on the audited balance sheets & profit & loss account statement. Copy of audited balance sheets including profit & loss account is attached.

| FINANCIAL YEAR | ANNUAL TURNOVER (IN RS.) | REMARKS |
|-----------------------|-------------------------------------|----------------|
| 2016-2017 | | |
| 2015- 2016 | | |
| 2014 -2015 | | |
| 2013 - 2014 | | |

Note: Bidder should submit the relevant documents like attested CA certified Balance Sheets, Profit/Loss Statement etc in support of the turnover.

(Stamp & Signature of Chartered Accountant)

(Stamp & Signature of Bidder)

ANNEXURE-2 TO ITB**FORMAT FOR ADVISE OF AGENCY/ CONTRACTOR / PARTY DETAILS**

(On the Letterhead of the Agency/Contractor/Party)

To**Date:**

**PETROLEUM CONSERVATION RESEARCH ASSOCIATION
SANRAKSHAN BHAVAN, 3rd Floor, Room No. 301
10 BHIKAJI CAMA PLACE, NEW DELHI -66**

Dear Sir,

With reference to the R.O /W.O./Contract Ref No. _____ dated _____ awarded to us by PCRA, we hereby give our consent to accept the related payments of our claims/bills on PCRA through Internet based online E-payments system at the sole discretion of PCRA. Our Bank account details for the said purpose are as under:

| SNO | Particulars | Details |
|------------|--|----------------|
| 1 | Name and address of the Beneficiary. | |
| 2 | Account Number of Beneficiary | |
| 3 | Account type (CA/CC/SB) | |
| 4 | Name & Address of the Bank Branch (where payments are to be sent by PCRA) | |
| 5 | Branch Name/Code | |
| 6 | The 09 Digit MICR code of the Branch (as appearing on the MICR cheque)*** | |
| 7 | IFSC/RTGS Code of the bank Branch | |
| 8 | Any other Particulars (to be advised by beneficiary for the E payments purposes) | |

*** (Please attach a blank copy of the cancelled cheque /photocopy of the cancelled cheque issued by your bank relating to the above account number for verifying the accuracy of the 09 digits MICR code number)

1/We hereby declare that the particulars given above are correct and complete

Signature Of account Holder
With Company Stamp (if a company)
Date:/Place

(Encl: one cheque duly cancelled)

CONDITIONS OF CONTRACT

1.0 GENERAL

Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract and all other documents forming of this contract. Notwithstanding the subdivisions of the document into these separate sections, every part of each shall be deemed to be supplementary to and complimentary of every other part and shall be with and into the document as far as it may be applicable to do so.

- 1.1 Where any portion of the General Conditions of Contract is repugnant to or at variance with any provision of Special Conditions of contract, then unless a different intention appears, the provisions of Special Conditions of Contract shall be deemed to override the provisions of General Conditions of Contract and shall be to the extent of such repugnancy or variation prevail.

2.0 SCOPE OF WORK

Selection of an Agency for Design, Fabrication, Digitization, Installation/Construction and Management incorporating Technology of PCRA stall at IITF-2017 & approval of E-tender document for PCRA stall at IITF-2017.

PCRA is interested to exhibit state of the art display of systems/models, interactive multimedia devices, LED TVs, Laser cut skylite screen & Laser rays amongst others formaking PCRA stall very attractive using innovation and creativity so that over all ambience of stall should be in equilibrium with theme and design. **Scope of work shall also include interacting with the visitors of each hall using digital devises.**

- 2.1 The scope of work shall include creative designing, fabrication, installation/construction, Digitization of Stall and managing the stall as per the directions of the officer-in-Charge, PCRA and specifications, special conditions of the E-tender documents.
- 2.2 All these works under this head are to be executed as per description/ creative design approved by PCRA and agreed schedule of rates.
- 2.3 The selected agency will not execute/implement the design and concept approved and accepted by PCRA for any other client and PCRA shall have exclusive right on the same.
- 2.4 The agency shall have the capability and experience in providing integrated system consisting of above hardware software and network management

- 2.5 PCRA officers may inspect the premises of the parties who have applied to check their in-house production facilities/capabilities.

Detailed Scope of Work

- The materials used in the stall should be Carbon neutral and energy efficient to the maximum extent possible, which will also be one of the criteria for evaluation of the bids.
- Provision of video wall for displaying Live and recorded video of the event. There should also be live streaming on PCRA Social media and posts on Facebook and Twitter.
- Landscaping: as per PCRA's recommendation.
- Office room with sofa set and glass top center table.
- The window glass provided to have display of PCRA logo.
- Reception table with PCRA branding with two high stool chairs with backrest.
- 8 revolving cushioned chairs with arm rest, along with 3 round glass top tables for seating arrangement. Upholstery of the sofa & 8 chairs should match the approved color theme of the PCRA stall.
- Good quality Sound System
- Paint, wherever used should be of Velvet touch finish.
- Wooden flooring on a raised minimum 4-inch wooden platform with LED lights on the skirting.
- Two cordless mikes with ancillary system.
- Only concealed Hinges to be used

3. Manning of stall

- 1) Four Qualified Boys/Girls suitably trained, with acceptable dress code, presentable, with fluency in English and Hindi. In addition, one attendant and one supervisor to take care of the stall, as well as other miscellaneous jobs assigned by PCRA.
- 2) **The manpower should have adequate experience in event management so that they can handle queries of the visitors appropriately.**

Attractive and PCRA approved dresses to be provided to the Boys/Girls. Arrangements for entry passes of all the manpower deployed by the agency for the stall & the associated works for all the days will have to be made exclusively by the contractor & will be liable for their conduct

Information about PCRA: The information about PCRA and other relevant inputs like backlit transparencies, negatives, copy matter, films, games for I-pads etc. as may be required will be made available by PCRA.

Openness: The design of the stall should be such that it provides adequate space

for free movement.

Correction and Modification: Further, the agency may be required to carry out some changes in the design without any financial implication to PCRA.

Maintenance of stall: The bidder shall be responsible for designing, fabrication; management, maintenance during entire period with necessary approvals/clearances from ITPO Authority and subsequent dismantling/clearance of the site of the stall after the fair is over.

PCRA Property: After IITF 2017 is over, reusable materials like Display Boards, cutouts with stands, copy matter graphs, model, charts etc. will be handed over to PCRA at its head office New Delhi without any cost to PCRA.

Still Digital Photography: Agency to arrange services of professional photographer for still photography to cover the entire event. Agency has to provide photographs in an album (size 5"x7") with minimum 200 no's photos to PCRA with soft copies in DVD/CD properly indexed. The photographer should be available on all the days at PCRA Stall. Provision for making instant photographs & printing should be there at the stall.

Video Coverage: Agency to arrange services of professional photographer for video coverage of the event. That will be displayed on LED TVs Live and recorded.

Adherence to ITPO Instructions: The contractor will be required to maintain the stall in good condition for the entire period and also ensure adherence to all the ITPO instructions/guidelines/rules and other statutory requirements, if any. The contractor would also be solely responsible for safety procedures & practices at the PCRA stall

Time and Approach:

The theme of the stall will be **"Startup India: Stand up India"** with special emphasis on conservation of Petroleum products and suitable models. The agencies are required to submit brief write-ups on the theme with their designs.

In case of award, the successful bidder will be required to submit Contract Performance Guarantee (CPG) in the form of Bank Draft from a nationalized bank. The value of the security (CPG) shall be equivalent to 10% of the contract price, less EMD amount and shall be valid up to 120 days after the successful completion of work.

Miscellaneous Requirements:

- A Coffee and Tea vending machine with light refreshments on all the days of IITF 2017.
- Minimum Two Designer Stands/Racks for display of literature.
- Firefighting equipment as per IITF/ITPO guidelines.

- Inaugural function arrangement, which would include ceremonial lamp, flower arrangement, vermilion, trays, ribbon/buntings, scissor, etc. apart from adequate quantity of refreshments & sweets.
- Flower decoration & bouquets for inaugural function
- Visitors book and one glass bowl for keeping visiting cards on the Reception table.
- Daily flower arrangement on all the tables positioned at the stall.
- It is the responsibility of the tenderer to carry the exhibits, in good condition, from PCRA Office/any other location to IITF and return the same, along with other returnable, including Translites, cut-out with stands, etc. and/or any other materials) to PCRA in good condition. Any loss in exhibits and delay in reaching at Exhibition Ground are the sole responsibility of the tenderer.

If the bidder wants to propose any other items than those mentioned in the scope of work, which will be suitable to the concept and theme, the same can be mentioned in the estimate format SEPARATELY and can be proposed in the pitch presentation.

3.0 TIME

The stall, as per approved design and scope of work, should be complete in all respects on or before 10.11.2017 by following stipulated ITPO and PCRA norms.

4.0 RESPONSIBILITY:

- 4.1 It is the responsibility of the tenderer to abide by the Exhibition manual of ITPO in designing, fabrication and managing the stall. The tenderer shall follow guidelines on construction of stalls and other parameters involved with regard to construction of the pavilion and get the approval of the architectural department, ITPO and take possession of the site. All safety precautions and design norms are to be followed.
- 4.2 Tenderer must observe rules of ITPO in respect of space, passage, electrical arrangements, fire, safety and height of stall etc.in connection with installation and dismantling of the stall.
- 4.3 It is responsibility of the tenderer to carry the exhibits, in good condition, from PCRA Office/any other location to IITF and return the same (returnable includes Translites and/or any other materials which can be reused as exhibits) to PCRA in good condition. Any loss in exhibits and delay in reaching at Exhibition Ground are responsibility of tenderer.

5.0 PAYMENT OF BILLS

The agency shall submit the bills.

- 5.1 PCRA shall release the payments within 30 days of submission of complete bills after completion of awarded work as per PCRA norms.
- 5.2 Income Tax deduction will be made from bills of the Contractor as per rules and regulations in force under the Income Tax Act.

5.3 Payments will be made by direct transfer to bank (RTGS).

6.0 INTERPRETATION:

6.1 The Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract and all other documents forming part of this contract. Notwithstanding the sub-divisions of the documents into these separate sections, every part of each shall be deemed to be supplementary to and complimentary of every part and shall be read with and into the contract.

6.2 Where any portion of the General Condition of Contract is in irreconcilable conflict with provision of the Special Conditions of Contract, the provisions of these Special Conditions of Contract shall be deemed to override the provisions of the General Conditions of Contract to that extent.

7.0 ASSIGNMENTS & SUB-CONTRACTING

7.1 The Contractor shall not assign, sub-contract or sub-let the whole or any part of the contract in any manner.

8.0 STATUTORY OBLIGATIONS

8.1 All statutory obligations under various laws as may be applicable to the contract labor from time to time will have to be met by the contractor for which no extra payment shall be made at any time during the contractual period.

8.2 In case of labor unrest/dispute arising out of non-implementation of any law, the responsibility shall solely lie with the contractor and he shall remove/resolve the same satisfactorily at his cost and risk.

9.0 INDEMNITY AND INSURANCE

9.1 The contractor shall at all times indemnify and keep indemnified the owner and its officers, servants and agents from and against all third party claims whatsoever including but not limited to property loss and damage, personal accident, injury or death of any person of any sub-contractor and or the servants or agents of the contractor, any sub-contractor(s) and or the owner and the contractor shall at his cost and initiative at all times, maintain all liabilities under workman's Compensation Act/Fatal accident Act, Personal Injuries, Insurance Act and/or their Industrial legislation from time to time in force

9.2 The party selected will have to take a comprehensive insurance policy for the entire amount of the value of the exhibits displayed at the pavilion at its cost during the entire duration of IITF- 2017. The Insurance will be taken in the name of PCRA and in the form and manner acceptable to PCRA. The insurance premium will be reimbursed by the Company to the agency.

10.0 STORAGE

All material shall be stored in neat and orderly fashion in a clean space. Care shall be taken to keep the storage place as clean and dust free as possible.

11.0 COMPLETION OF JOB:

- 11.1 Usually, ITPO/IITF hands over the possession of site a week before the start of the event. The stall of PCRA must be completed by the night of the November 10, 2017 to enable us to display and fine-tune them. However, the Officer-in-charge will have the right to make necessary modifications/ alterations in the layout till the last moment, even after the start of the event, if required. Failure to meet the time schedule will invite invocation of the liquidated damage clause given in the "Other Terms & Conditions".
- 11.2 After IITF - 2017 is over, the party shall pack all the display materials like models, Translites copy vinyl etc. and hand over to the Education Campaign Department of PCRA, New Delhi. Packets should be properly marked about their contents, at the address specified by PCRA, at the agencies own cost.

12.0 OTHER IMPORTANT POINTS

- 12.1 The contractors are advised to visit the Site and acquaint themselves thoroughly before quoting the rates.
- 12.2 Rates of all materials required under the provision of this contract are inclusive of cost of transport, taxes, profit, interest, insurance, overhead and all other duties, royalties etc. as may have to be incurred by the Contractor for getting the respective materials at site.
- 12.3 The contractor shall make arrangement of First Aid at site to meet any emergency at the site.
- 12.4 The contractor shall be solely responsible for settling/resolving any dispute/ claim of their workman during the pendency of the contract. In no circumstances any liability shall occur on the owner.
- 12.5 The contractor shall be responsible to see that their person while on duty does no unlawful act.
- 12.6 The working hours shall be as per ITPO stipulated norms. No permission for working at night shall be allowed.
- 12.7 The contractor must ensure the safety of his artisans/workmen in all conditions observe all the Safety and Fire procedures and rules as enforced.
- 12.8 The Contractor will work in close co-operation with ITPO officials/ authority.
- 12.9 All works shall be done in a neat workman like manner. All debris must be cleaned and disposed off. No extra cost shall be paid on this account.

- 12.10 The Owner is not bound to provide any mode of transport in respect of man or material required for this contract unless otherwise specified by owner. It shall be Contractor's responsibility to provide man and material required at work site at his own cost.
- 12.11 The decision of PCRA with regard to selection of design approach will be final and binding and no communication in this regard will be entertained. If any be noted that PCRA reserves the right to reject any or all the approached without as any reasons what so ever. The bidder must comply the terms and condition of the contract. No deviation shall be entertained.

SIGNATURE & STAMP OF E-TENDERER



PETROLEUM CONSERVATION RESEARCH ASSOCIATION

“SANRAKSHAN BHAWAN”, 10, BHIKAJI CAMA PLACE

NEW DELHI – 110 066

TENDER NO. PCRA/EC/APSM/IITF-2017/T-05

GENERAL CONDITIONS OF CONTRACT

**CONTRACT FOR STALL DESIGNING, FABRICATION, DIGITIZATION AND MANAGEMENT, INCORPORATING
TECHNOLOGY AT IITF-2017, PRAGATI MAIDAN, NEW DELHI**

Director (EC)

**Petroleum Conservation Research Association
Sanrakshan Bhawan
Bhikaji Cama Place
New Delhi-110066**

SECTION 1

DEFINITIONS

- 1.0.0.0.** The following expression hereunder and elsewhere in the contract documents used shall unless repugnant to the subject or context thereof, have the following meanings hereunder respectively assigned to them, namely.
- 1.0.1.0.** The “Owner” shall mean M/s Petroleum Conservation Research Association (PCRA) New Delhi having their registered office at “Sanrakshan Bhawan” 10, Bhikaji Cama Place, New Delhi and shall include its successors and assigns.
- 1.0.2.0.** The “Contractor” shall mean the tenderer selected by the Owner for the performance of the work and shall include the successors and permitted assigns of the contractor.
- 1.0.3.0.** The “General manager” shall mean the Manager or General Manager or Chief Executive (by whatever name called) for the time being of the Project and shall include any person acting as Manager or General Manager and in the absence of the Manager or General Manager or Acting General Manager shall include a deputy Manager or deputy General manager under whose overall jurisdiction the work falls, (and on conclusion of the Project shall mean the Manager, General Manager, Action Manager, Action General Manager, or Deputy Manager or Deputy General Manager, as the case may be of the Owner).
- 1.0.4.0.** The “Engineer-in-Charge” shall mean the person for the time being nominated by the Owner for the purpose of the Contract or any work covered thereunder.
- 1.0.5.0.** The “Site Engineer” shall mean the Engineer(s) for the time being nominated by the Engineer-in-Charge as Site Engineer for the work to be performed by the Contractor at any and/or all job sites.
- 1.0.6.0.** The “Job Site” shall mean any site at which the work is to be performed by the Contractor, and shall include a part or portion of the job-site.
- 1.0.7.0.** The “work” and “Scope of Work” shall mean the totality of the work to be executed in accordance with the contract part thereof by expression or implication envisaged in the contract and shall include all material, equipment and labour required for or relative or incidental to or in connection with the commencement, performance or completion of any work and/or for incorporation in the works and shall include all extra, additional, altered or substituted works as required for the performance of the contract.
- 1.0.8.0.** The “Work” shall mean the product(s) of the work.
- 1.0.9.0.** The “Contract” shall mean the totality of the agreements between the parties as derived from the Contract Documents.
- 1.0.10.0** The “Contract Documents” shall mean the contract documents as defined in Article the Form of Contract.
- 1.0.11.0** The Specification(s) shall mean the various specifications as set out in the Specifications forming part of the tender documents and as referred to and derived from the contract and any order(s) or instruction(s) thereunder, and in the absence of any specification as aforesaid covering any particular work or part or portion thereof, shall mean the relevant Indian Standard Institution Specifications for or relative to the particular work or part thereof and in the absence of any Indian Standard Institution Specifications covering the relative work or part/portion thereof, shall mean the standards or specifications of any other country applied in India as a matter of standard engineering practice and approved in writing by the Engineer-in-Charge or Site

Engineer with or without modifications.

- 1.0.12.0** Order and Instructions shall respectively mean any written Order or Instruction given by the Engineer-in-Charge or Site Engineer within the Scope of their respective powers in terms of the contract.
- 1.0.13.0** Plans and Drawings shall mean maps, plans, tracings and prints forming part of the tender documents and any details or working drawings, amendments and/or modifications thereof approved in writing by the Engineer-in-Charge, Site Engineer or any agency notified by the Engineer-in-Charge- for the Contractor for the purpose shall included any other drawing or planes in connection with the work as may from time to time furnished by or approved in writing by the Engineer-in-charge or site engineer or any other agency nominated by the Engineer-in-charge in this behalf in connection with the work
- 1.0.14.0** “Final test certificate” shall means the final test certificate issued by the Owner within the provisions of Clause 5.2.0.0 hereof.
- 1.0.15.0** “Completion Certificate” shall mean the final Completion Certificate issued by the Engineer-in-Charge within the provisions of Clause 5.3.3.0 thereof.
- 1.0.16.0** “Final Certificate” shall mean the final certificate issued by Engineer-in-Charge within the provisions of Clause 6.8.0.0 hereof.
- 1.0.17.0** “Acceptance of tender” shall mean the Acceptance of tender issued by the Owner to the contractor.
- 1.0.18.0** The “Total Contract Value” shall to calculation entire remuneration due to the contractor in terms of the contract on successful completion or the work mean the total contract value as specified in the Acceptance Of Tender, and after calculation of the entire remuneration due to the Contractor under the contract on successful completion of the work shall mean the totality of such remuneration or the total contract value as specified in the acceptance of tender, whichever is greater.
- 1.0.19.0** “Progress Schedule” shall the progress schedule as defined in Clause 4.3.4.0 hereof, read with Clause 4.3.9.0 hereof and shall in the event of separate Progress Schedule being prepared for separate job site or separate work and/or groups of work, include each of such Progress Schedules.
- 1.0.20.0** “Running Account Bill” shall mean a Bill for the payment of ‘on account’ monies to the contractor in terms of Clause 6.4.1.0 hereof and associated clauses there under.
- 1.0.21.0** “Security Deposit” shall mean the Security Deposit as specified in Clause 2.1.0.0 hereof and associated clauses there under.
- 1.0.22.0** “Schedule of Rates” shall mean the Schedule of Rates annexed to the Acceptance of Tender and shall include any remuneration payable to the Contractor for any work, determined in accordance with the conditions herein.
- 1.0.23.0** “Notified Claim” shall mean a claim of the Contractor notified in acceptance with the provisions of Clause 6.6.1.0 hereof.

- 1.0.24.0** "Tender Documents" shall mean the Tender Documents specified in the General Instructions to Tenderers.
- 1.0.25.0** "Agreed Variation" shall mean the statement of Agreed Variation annexed to the Acceptance of Tender or a further Amendment annexed to Contract forming part thereof.
- 1.0.26.0** "Defect Liability Period" shall mean the defect liability period as specified in the Contract.
- 1.1.0.1.1** All headings of the Clause in these General Conditions of Contract or otherwise in any contract documents are intended solely for the purpose of giving a broad indication of the contents of the Clause and not as a summary of the contents thereof.
- 1.2.0.0** Unless otherwise specifically stated, masculine gender shall include the feminine and natural gender and vice versa and the singular shall include the plural and vice versa.

SECTION 2

GENERAL

2.0.0.0 INTERPRETATION OF CONTRACT DOCUMENTS

- 2.0.1.0 The several contract documents forming the contract are to be read together as a whole and are to be taken as mutually explanatory.
- 2.0.1.1 Should there be any doubt or ambiguity in the interpretation of the Contract Documents or error, omission or contradiction therein or in any of them, the Contractor shall prior to commencing the relative work, apply in writing to the Engineer-in-Charge for his decision in resolution of the doubt, ambiguity or contradiction or correction of the error or omission, as the case may be. Should the Contractor fail to apply to the Engineer-in-Charge for his decision, as aforesaid, prior to commencing the relative work, the Contractor shall perform the said work at his own risks, and the provisions of Clause 2.0.1.4 hereof shall apply to any such work, performed by the Contractor.
- 2.0.1.2 Notwithstanding anything provided in Clause 2.0.1.1 hereof above either the Contractor or the Site Engineer may at any time prior to, during or after the execution of the work or any part thereof (if the Contractor has failed to make an application as provided for in Clause 2.0.1.1) apply to the Engineer-in-Charge in writing for his decision in resolution of any doubt, ambiguity or contradiction in the Contract Documents or any of them of the correction of any error or omission therein, as the case may be.
- 2.0.1.3 The decision of the Engineer-in-Charge on any application under Clause 2.0.1.1 or Clause 2.0.1.2 hereof shall be in writing and shall be final and binding upon the Contractor and shall form part of the Contract documents, with the intent that the Contract Documents shall be read as though the said decision is and was at all times incorporated therein.
- 2.0.1.4 In the event of the Contractor having already performed or executed any work at variance with the decision of the Engineer-in-Charge as aforesaid, then notwithstanding payment in respect of such work(s) having been made to the Contractor, such work shall be deemed to be a defective work and the provisions of Clause 5.1.5.0 hereof and associated clauses thereunder shall apply thereto.
- 2.0.2.0 Any work shown, indicated or included in the Job Description, Plans, Drawings, Specifications and/or Schedule of Rates shall be deemed to form part of the work, notwithstanding failure to show, indicate or include such work in any other or others among the Documents aforesaid with the intent that the indication or inclusion of the work within any one of the said documents shall be deemed to be a sufficient indication or inclusion of the work within the work covered by the contract.
- 2.0.3.0 *No verbal agreement, assurances, representations or understanding given by any employee or officer of the Owner or so understood by the Contractor, whether given or understood before or after the execution of the contract, shall anyway bind the Owner or alter the Contract Documents unless specifically given in writing and signed by the Engineer-in-Charge on behalf of the Owner and as an Agreed Variation to the relative terms(s) in the Contract Documents.*

2.0.4.0 Clause headings given in this or any other Contract Documents are intended only as a general guide for convenience in reading and segregating the general subject to the various clauses, but do not form part of the Contract Documents, with the intent that the clause headings shall not govern the meaning or important of the clauses thereunder appearing or confine or otherwise affect the interpretation thereof.

2.0.5.0 The Owner may, as a measure of convenience to the Contractor, furnish Hindi or any other Vernacular translations of the several Contract Documents or any of them. Such translations shall however, not anywise operate as the contract between the parties or regulate upon the terms and conditions of the Contract Documents with the intention that all rights and obligations of the parties in terms of the Contract Documents and any reference to the Contract or Contract Documents or any of them, shall be deemed the rights and obligations arising out of the Contract Documents as written in English and/or Contract or Contract Documents or any of them as written in English; and no claim, dispute, difference or other objection will lie or will be entertained by the Owner on account of any difference in the import or interpretation between any provision contained in the Hindi and/or Vernacular translation of the Contract Documents or any of them and the Contract Documents in English.

2.1.0.0 SECURITY DEPOSIT:

2.1.1.0 Subject to the provisions of clause 2.1.4.0 hereof, the contractor shall furnish Security Deposit—in the amount equivalent to 10% (ten percent) of the total contract value as specified for the purpose of security deposit in the Acceptance of Tender, such security deposit to be held by the Owner as security for the due performance of the Contractor's obligations under the contract.

2.1.1.1 The Security Deposit shall be made up of the Earnest Money accompanying the tender, and the initial Security Deposit, and the Retention Monies as hereinafter provided for.

2.1.2.0 *Initial Security Deposit:* The Contractor shall within 10 (ten) days of receipt of Acceptance of Tender, deposit with the Accounts Officer..... PCRA. Initial Security Deposit in a sum which together with the amount of Earnest Money deposited by the Contractor at the time of tender, shall make 2- V2 (two and a half percent) of the total contract value as specified in the Acceptance of Tender for the purpose of Security Deposit by and any one or more of the following modes, namely:

- (i) By payment in cash (including by bank draft or pay order drawn on the banking branch of a scheduled bank located at the place where the deposit is to be made); or
- (ii) By Fixed Deposit with a Nationalized/Schedule Bank entitling collection operation of the deposit by the Owner; or
- (iii) By a Bank Guarantee in the prescribed form as indicated in the General Data from a scheduled bank if the ISD is not less than 50,000/-. The bank guarantee shall be valid for a period of not less than 3 months after the expiry of the defect liability period.

Provided that the Contractor may at any time subsequent to the deposit of the Initial Security Deposit, if paid in cash (including by bank draft or pay order) any of the modes

- aforesaid with the permission of the Owner convert or substitute the balance of the Initial Security Deposit for the time being remaining unutilized in the hands of the Owner, from any one form/mode aforesaid to any of the other form/mode as aforesaid.
- 2.1.3.0 *Retention Monies:* The balance 7- ½% (Seven and a half percent) of the security deposit shall be made up by deduction from the Contractor's bills in addition to any other deduction s in terms of the contract provided for or otherwise agreed to of a sum equal to 10% (ten percent) of the total value of such bill(s), upto and until recovery of full Security Deposit to the extent specified in Clause 2.1.1.0 hereof.
- 2.1.4.0 In the event of the Security Deposit furnished as aforesaid being found at any time to be less than 10% (ten percent) of the total contract value as specified for the Security Deposit in the Acceptance of lender by adjustment or otherwise, the Contractor shall within 10 (ten) days of being required to do so by the Owner, furnish further Security Deposit in the form indicated in Clause 2.1.2.0 hereof, sufficient to make a good the shortfall, ;with a right in the Owner (without prejudice to any other mode of recover)'') to apply any monies for the time being due or becoming due to the Contractor to make good such shortfall.
- 2.1.5.0 The Security Deposit shall be held by the owner as security for the due performance of the contractor's obligations under the Contract, PROVIDED that nothing herein stated shall make it incumbent upon the Owner to utilize the Security Deposit in preference to any other remedy which the Owner may have, nor shall be construed as confining the claims of the Owner against the Contractor to the quantum of the security deposit.
- 2.1.6.0 The unutilized balance of the security deposit for the time being remaining in the hands of the Owner shall be free of any liability of interest to the Contractor, PROVIDED that and subject to the other provisions hereof and of the Contract Documents any interest received by the Owner on any Government Securities, or Fixed Deposits transferred to the Owner in terms hereof shall be credited to the account of the Contractor.
- 2.1.7.0 Upon determination of the contract prior to completion of the work(s) for any cause, the Owner shall refund to Contractor the unutilized balance of the security deposits, if any, for the time being remaining in the hands of the Owner after settlement of accounts and discharge of all amounts due from the Contractor to the Owner fulfillment of all obligations of the Contractor.
- 2.2.0.0 PLANS AND DRAWINGS TO BE FURNISHED BY OWNER:**
- 2.2.1.0 Plans and drawings forming part of the Tender Documents shall constitute only a general guidance to enable the Contractor to visualize the work contemplated under the contract. Detailed working plans and drawings (if any), required to be. Furnished by the Owner for the actual execution of the work, shall be furnished from time to time as and when required, during the progress of the work.
- 2.2.1.1 It shall be the exclusive responsibility of the Contractor to call upon the Owner for, and pursue and obtain from the owner detailed plans and drawings required by the Contractor from the Owner for the proper execution of the work or any particular item or job therein, as and when required sufficiently in advance of the stage of the progress of the work for which the detailed plans and drawings shall be required, and any failure by the Contractor

- to do so shall be entirely at the risks and cost of the Contractor and shall not constitute a ground for the extension of time, unless the Owner shall fail to provide the Contractor the requisite plans/drawings within 15 (fifteen) days of receipt of written notice by the Contractor to the Engineer-in-Charge for the supply thereof, in which event the provisions of Clause 4.3.5.0 hereof with respect to the extension of time and clauses related thereto shall apply.
- 2.2.2.0 The Contractor shall carefully study the detailed plans/drawings supplied to him in conjunction with all other connected plans/drawings and other Contract Documents and shall bring to the notice of the Engineer-in-Charge for clarification/correction any Ambiguity, error, discrepancy, contradiction or Omission therein prior to the execution of the related work(s) and the provisions of Clause 2.0.1.3 hereof and shall *mutatis mutandis* apply to such, clarification or correction.
- 2.2.2.1 Any work performed by the Contractor in absence of such clarification/correction, shall be at the Contractor's risks and responsibility and the provisions of Clause 5.1.5.0 hereof and associated clauses there under with respect to defective works shall apply thereto.
- 2.2.3.0 Notwithstanding anything to the contrary in the Contract Documents expressed or implied, and notwithstanding the absence of any ambiguity, error, discrepancy, contradiction or omission in the plans drawings as aforesaid, the Owner shall be entitled at any time before or during execution of the related work(s) to amend/modify or alter any plan(s)/drawing(s) furnished, to the Contractor by the Owner and the Contractor shall thereafter perform and/or continue to perform the related work(s) according to the amended/modified 'altered plans/drawings without entitlement to any extra remuneration, and should the Contractor thereafter execute any relative work(s) at variance therewith (notwithstanding that the Contractor shall have already been made any payment in respect thereof), the provisions of Clause 5.1.5.0 hereof and associated clauses thereunder relating to defective works shall apply thereto, provided that if any such amendment/modification' alteration shall in the opinion of the Contractor, necessitate an extension of time for completion, the provisions of Clause 4.3.5.0 hereof and clauses, related thereto shall apply.
- 2.2.4.0 Copies of all plans and drawings relating to work(s) shall be kept and maintained at the Contractor's office at the site and shall be made available to the Engineer-in-Charge and Site Engineer for inspection for reference at any time during the execution of the work.
- 2.2.5.0 All plans and drawings furnished by the Owner to the Contractor shall be and remain the property of the owner and shall be returned by the Contractor to the Owner on the Completion of the work(s) or prior determination of the contract.
- 2.3.0.0 **PLANS, DESIGNS & DRAWINGS TO BE FURNISHED; BY CONTRACTOR:**
- 2.3.1.0 Where the Contractor shall, within the scope of work be required to prepare or furnish any plan(s), drawing(s) or design(s) in respect of the work or any particular work the Contractor shall within 15 (fifteen) days (or such other period as the Owner may prescribe in this behalf) of receipt of notification of Acceptance of Tender or within 15 (fifteen) days before the proposed date of commencement of the relative work, whichever shall be earlier, submit to the Owner for approval the relative plan(s)/drawing(s)/design(s). The

- Owner shall be entitled at any time to suggest any amendment(s)/modification(s) in the plans/designs/drawings and the Contractor shall thereupon either convince the Owner of the unnecessariness in whole or portion of such amendment/modification or shall implement the same and shall cause the plans/drawings/designs to be accordingly amended/provided that no such approval of or amendments/modifications in the plans drawings/designs by or suggested by the Owner shall anywise absolve the Contractor of any of his obligations, responsibilities or liabilities under the contract, inclusive of and relative to the utility and suitability of die Contractor's plans/drawings/designs in the relative work(s) and the fulfillment of all specifications and performance guarantees of the consequent works any such approval or suggestion by Owner as aforesaid bring intended only by way of assistance to the Contractor without any attendant liability upon the Owner.
- 2.3.2.0 The Contractor shall not permit any work to be done or any installation material or equipment to be supplied or fabricated or erected at variance with drawings/designs approved by the Owner and/or amended or modified as aforesaid.
- 2.3.3.0 Unless otherwise required at least 3 (three) sets of all approved plans/designs/drawings prepared by the Contractor, together with similar sets of all revisions/ amendments/ modifications therein shall be lodged with the owner for the record of the Owner, such sets of plans/drawings/designs to be signed by the Contractor and to indicate thereon the number and date of each revision/amendments and of the communication of the Owner or any other agency appointed by the Owner for or relative to the approval thereof.
- 2.4.0.0 **ALTERATIONS IN DESIGNS, PLANS, DRAWINGS, SPECIFICATIONS, ORDERS AND INSTRUCTIONS**
- 2.4.1.0 In addition to the provisions of Clause 2.2.0.0 and associated clause thereunder, the Engineer-in-Charge and/or Site Engineer shall have the power by written notice to the Contractor at any time prior .to or in the course of the execution of the works and any part thereof to alter or amend the specifications, orders and/or instructions or any of them by addition, omission, substitution or otherwise howsoever with or without altering or amending the plans, drawings and/or designs and the Contractor shall carry out the work or the related work in accordance with such altered specifications, orders, instructions, plans, drawings and/or designs as the case may be on the same terms and conditions in all respects, subject to the provisions of Clause 2.4.1.2.
- 2.4.1.1 If such alteration or amendment shall, in the opinion of the Contractor necessitate an extension in the time for completion, the provision of clauses with regard to the extension of time shall apply.
- 2.4.1.2 If such alteration or amendment shall, in the opinion of the Engineer-in-Charge (whose opinion in this behalf shall be final and binding upon the Contractor), necessitate the performance of any work not covered by the Schedule of Rates, the remuneration for such work or portion or item thereof not covered by the Schedule of Rates shall be determined in the following manner:
- (i) If it is possible to derive the rate(s) for such work or items of work from any of the items of material and/or work covered in the Schedule of Rate(s) for the relative

works/items shall be the rate(s) arrived at on basis of such derivation. The opinion of the Engineer-in-Charge as to whether or not the relative rates for the items of material and/or work included in the Schedule of Rates and the consequent derivation of rate(s) on basis thereof shall be final and binding upon the Contractor.

- (ii) If in the opinion of the Engineer-in-Charge the relative rate(s) shall not be derivable within the-provisions of paragraph (i) hereof above, the relative rate(s) shall be the rate(s) for the work or items of work settled as follows:

An analysis of the rate for the completed work or items shall be prepared by taking.

- (a) Issue rate for materials supplied by the Owner as specified in paragraph (i) of Clause 3.1.5.0 hereof.
 - (b) Material supplied by the Contractor and incorporated in the permanent works at the rate(s) for material specified in the relevant Schedule forming part of the Contract.
 - (c) Labour cost of rate(s) for labour specified in the relevant Schedule forming part of the Contract.
- (iii) The opinion of the Engineer-in-Charge as to the quantity of material and/or labour involved shall be final and binding upon the Contractor.
 - iv) In the event of any item of material or labour involved not being covered by the relevant Schedule forming part of the contractor for the purpose of determining the rates ill terms of items (b) and/or (c) of paragraph (ii) above, market rates for uncovered item(s) of material and/or labour shall be taken into account and there shall be added thereto 15% (fifteen percent), to cover Contractor's supervision, overheads and profit. For the purpose of clarification, it is stated that the 15% (fifteen percent) addition shall apply only for the determination of rates for any item not covered by the relevant Schedule forming part of the Contract.
 - v) The opinion of the Engineer-in-Charge as to whether or not only particular items of material(s) or labour involved is covered by. the relevant Schedule(s) and if not as to the market rate(s) thereof shall be final and binding upon the Contractor.

2.4.1.3 The composite unit rate(s) for any work determined in accordance with the provisions of Clause 2.4.1.2 above shall for the purpose of the Contract with effect from such determination, be deemed to be included within the Schedule of Rates.

2.4.2.0 The Contractor shall not be entitled to any compensation in addition to the payment for the work actually performed by the Contractor calculated on the basis of the Schedule of Rate(s) or as provided for in Clause 2.4.1.2 hereof, as the case may be as a result of any amendment or variation in the specifications, orders, instructions, plans, designs or drawings notwithstanding that such alteration(s)/variation(s) may have resulted in a reduction of the total quantum or value of the work involved under the Contract, PROVIDED that if as a consequence of such amendment/variation the work actually performed by the Contractor-and valued on finalisation of all dues to the Contractor under the Contract shall be less than 80% (eighty percent) of the total contract value as specified for the purpose of Security Deposit in the Letter-of Acceptance, then the

provisions of Clause 2.7.3.1 hereof shall apply in respect of the allowance to the Contractor for the advantage (including profit) which the Contractor may have anticipated on execution of the work up-to the total contract value specified as aforesaid in the Acceptance of Tender, but in addition thereto the Contractor shall not be entitled to claim any compensation, damages or profit whatsoever consequent upon the amendment or variation.

2.5.0.0 ALTERATION IN THE SCOPE OF WORK

2.5.1.0 The Owner may at any time(s) before or after the commencement of the work, by notice in writing issued to the Contractor, alter the scope of work by increasing or reducing the jobs required to be done by the Contractor or by adding thereto or omitting there from any specific job or operation or by substituting any existing jobs or operation with other jobs and or operations, or by requiring the Contractor to perform any extra works in or about the job site, and upon receipt of such notice the Contractor shall execute the job(s) as required within the altered scope of work.

2.5.2.0 If any alteration in the scope of work shall, in the opinion of the Contractor, necessitate any extension in the time for completion the provisions of Clause 4.3.5.0 hereof and associated clauses with regard to the extension of time shall apply.

2.5.3.0 If such alteration shall in the opinion of the Engineer-in-Charge (whose opinion in this behalf shall be final and binding upon the Contractor), necessitate the performance of any work not covered by the Schedule of Rates, the remuneration for such work or portion or item thereof not covered by Schedule of Rates shall be determined in accordance with the provisions of Clause 2.4.1.2 hereof.

2.5.4.0 The Contractor shall not be entitled to any compensation in addition to the payment for the work actually performed by the Contractor calculated on the basis of the Schedule of Rates or as provided in Clause 2.4.1.2 hereof as the case may be, as a result of any alteration in the scope of work notwithstanding that such alteration may have resulted in a reduction in the total quantities or value of work involved, provided that if as a consequence of such alteration the total contract value for the completed works on finalization and settlement of all dues to the Contractor under the contract shall be less than 80% (eighty percent) of the total contract value as specified for the purpose of Security Deposit in the Acceptance of Tender, then the provisions of-Clause 2.7.3.1 hereof shall apply in respect of the allowance to the Contractor for the advantage (including profit) which the Contractor may have anticipated on the execution of the work up to the total contract value specified as aforesaid in the Acceptance of Tender, but in addition thereto the Contractor shall not be entitled to claim any compensation, damages or profit whatsoever consequent upon the alteration.

2.6.0.0 QUANTITIES OF WORK

2.6.1.0 The quantities of work stated in the Form of Schedule of Rates do not form part of the Contract and the Owner assumes no responsibility for the correctness thereof and the Owner shall not be liable for any increase or decrease in the actual quantities of work effected within the scope of work, nor shall such increase or decrease in the actual quantities form the basis of any alteration of rates quoted and accepted. or for any claim

for additional compensation, damages or loss or profits or otherwise* with the intent that the Contractor shall notwithstanding the quantities mentioned in the Form of Schedule of Rates only be entitled to payment in respect of actual quantities of work performed , in terms of the contract and measured in the Final Measurements, notwithstanding the percentage of increase or shortfall in such quantities and notwithstanding that the total contract value for the completed works on finalization of all dues to the Contractor under the contract shall be less than 80% (eighty percent) of the total contract value as specified for the purpose of Security Deposit in the Acceptance of Tender.

2.7.0.0 CANCELLATION OF CONTRACT

2.7.1.0 The Owner shall be entitled at any time at its discretion to cancel the contract if in the opinion of the Owner, the cessation of the work becomes necessary owing to any cause whatsoever, and a notice in writing from the Owner to the Contractor of such cancellation and the reason(s) therefore shall be conclusive proof of such cancellation and the reasons thereof.

2.7.2.0 Upon cancellation of the contract, the owner shall take over from the Contractor the approved materials lying at job site on the date of the cancellation at the rate(s) for such material(s) as specified in relative item(s) of the Schedule of Rates and if the rate(s) for any materials) be not (in the opinion of the site engineer which shall be, final) specified in the Schedule of Rates at market rate(s) for such materials) current on the date of the cancellation. The decision of the Site Engineer as to the approved material lying at the site on the date of cancellation and the quantities and market rate(s) thereof shall be final and binding upon the Contractor.

2.7.3.0 The Contractor shall not be" entitled to any compensation in addition to the payment for the work actually performed by the Contractor calculated on the basis of the Schedule of Rates as a result of such cancellation' notwithstanding that such cancellation may have resulted in the performance of quantities of work below the quantities indicated in the Form of Schedule of Rates and/or of a value below the total contract value indicated in the Acceptance of Tender.

2.7.3.1 PROVIDED that if as a consequence of such cancellation the amount payable for the Contractor's materials taken over by the owner and for the work actually performed by the Contractor on finalization of all dues under the Contract shall in the aggregate be less than 80% (eighty percent) of the total contract value as specified in the Acceptance of Tender for the purpose of Security Deposit, then the Contractor shall be entitled by way of allowance for the advantage | (including profit) which the Contractor may have anticipated on the execution of the work, to 10% (ten percent) of the difference between the aggregate aforesaid and 80% (eighty percent) of the total contract value specified in the Acceptance of Tender, but in addition thereto the Contractor shall not be entitled to any compensation or expenses or damages or loss or profit whatsoever consequent upon the cancellation.

2.8.0.0 SUSPENSION OF WORK

2.8.1.0 The Engineer-in-Charge may at any time(s) at his discretion should he consider that the circumstances so warrant (the decision of the Engineer-in-Charge as to the existence

- of circumstances warranting such suspension shall be final and binding upon the Contractor), by notice in writing to the Contractor temporarily suspend the work or any part thereof for such period(s) as Engineer-in-Charge shall deem fit, and Contractor shall upon receipt of the order of suspension forthwith suspend the work(s) or such part thereof as shall have been suspend until he has received a written order from the Engineer-in-Charge to proceed .with the work suspend or any part thereof.
- 2.8.2.0 The Contractor shall not be entitled to claim compensation for any loss or damage sustained by the Contractor by virtue of any suspension as aforesaid notwithstanding that consequent upon such suspension. the machinery, equipment and labour of the Contractor of any part thereof shall be or become or be rendered idle and notwithstanding that the Contractor shall be liable to pay salary, wages or hire charges or bear other charges and expenses thereof.
- 2.8.3.0 Unless the suspension, is by-reason of default or failure on the part of the Contractor (and the reasons for the suspension stated by the Engineer-in-Charge in any notice of suspension as aforesaid inclusive as to the existence of a default or failure on the part of the Contractor if so stated in the notice shall be final and binding upon the Contractor), if in the opinion of [the Contractor such suspension shall necessitate any extension in the time of completion, the provision of Clause 4.3.5.0 hereof and related clause in respect of extension of time shall apply..
- 2.8 .4.0 In the event of a suspension affecting the entire works remaining in operation in respect of the entire works for a period in. excess of 4 (four) months from the date of the commencement of the suspension, the Contractor shall have the option to terminate the contract by giving written notice thereof to the Owner. Unless the suspension be by virtue of default or failure on the part of the Contractor, as specified in Clause 2.8.3.0 hereof, such termination shall be deemed to operate as cancellation of contract within the provisions of Clause 2.7.1.0 hereof and the provisions of Clauses 2.7.2.0, 2.7.3.0 and 2.7.3.1 shall apply relative thereto.
- 2.8.5.0 In the event of such termination being upon a suspension consequent to a default or failure by the Contractor, the Contractor shall not be entitled to any damages, compensation loss of profit or other payment whatsoever in addition to payment for the work done in accordance with the terms of the contract by application of the Schedule of Rates to the measures quantities.
- 2.9.0.0 Not withstand fog anything provided in Clause 2.7.0.0 and or Clause 2.8.0.0 and related clauses thereunder, upon a cancellation of the contract under the provisions of Clause 2.7.1.0 hereof or termination of the contract-under the provisions of Clause 2.8.4.0 hereof the provisions of Clauses 7.0.3.0 to 7.0.7.0 - hereof consequent upon termination of contract, shall apply.

SECTION 3

MATERIALS, LABOUR, EQUIPMENTS AND FACILITIES

3.0.0.0 CONTRACTOR'S RESPONSIBILITY:

3.0.1.0 Notwithstanding anything to the contrary in the contract documents expressed or implied, the contractor shall remain at all times exclusively responsible to provide all material, labour, equipments, machinery and facilities and other items and things whatsoever required for or in connection with the work, including but not limited to those indicate by expression or implication in the job description, schedule of rates, the specification planes, drawings and/or other contract documents or howsoever otherwise as shall or may from time to time and at any time be necessary for or in connection with the work, either for incorporation in or within the permanent works or in or relative to the execution and performance of the work.

3.1.0.0 MATERIALS:

3.1.1.0 Materials supplied by the contractor shall conform to the specifications and shall be suitable for the purpose for which they are required.

3.1.1.1 unless otherwise specified by the owner, all materials supplied by the contractor shall bear the ISI and/or shall be suppliers listed with the DGS & D. if in respect of any materials, including but not limited to sand, stone, aggregate, bricks, earth lime, steel and cement etc. neither ISI marketing / approved nor DGS & D listed supplier are available, such material shall be obtained from sources/suppliers/manufactures approved by the site Engineer, provided that no approval by the site Engineer or any other representative of the owner for supply of ISI stamped materials or of materials supplied by DGS&D listed suppliers shall relieve the contractor of his full responsibility in respect of the suitability and quality of the material or any defects therein or in any works or construction in or relative to which the same has been utilized.

3.1.2.0 Notwithstanding that any area(s) or source(s) has/ have been allotted or suggested by the owner to the contractor from which any materials for incorporation in the works can be obtained, the contractor shall independently satisfy himself of the suitability , accessibility and sufficiency of the source(s) of supply suggested or allocated by the owner and suitability of the material available from such source(s), with the intent that any allotment or suggestion as aforesaid shall not anyway relieve the contractor of his full liability in respect of the suitability and quality of material(s) obtained from said source(s) and the contractor shall obtained material(s) there from and incorporate the same within the permanent works entirely at his own risk and cost in all respects, with the intent that any such allocation or suggestion by the owner shall only be by way of assistance to the contractor and shall not entail any legal responsibility or liability upon the owner.

3.1 3.0 Notwithstanding any other provisions in the Contract-Documents for analysis or tests of materials and in addition thereto, the Contractor shall, if so required by the Engineer-in-charge or Site Engineer in writing, at his own-risks and costs, analyze /test, prove and

weigh all materials (including materials incorporated in the work(s) required to be analyzed, tested, proved and/or weighed by the Engineer-in-charge or Site Engineer and shall have such analysis test conducted by the agency(ies) or authority(ies), if any, specified by the Engineer-in-Charge or Site Engineer.. The Contractor shall provide all equipment, labour, materials and other things whatsoever required for testing, preparation of the samples, measurement of work and / or proof or weight of the materials as directed by the Engineer-in-Charge or Site Engineer.

3.1.4.0 The Owner does not warrant or undertake the provision of any material(s) and the Contractor shall not imply by conduct, expression or assurance or by any other means any promise or obligation on the part of the Owner in this respect understood by the Contract, unless made by specific written instrument forming part of the Contract or entitled as an amendment to the Contract, and even so any promise or assurance on the part of the Owner shall be subject to the provisions of Clause 3.1.5.0 hereof.

3.1.5.0 Without prejudice to the provisions of Clause 3.0.1.0 hereof and the other sub-clauses herein above, the Owner shall have the right, at its discretion in the interest of the work(s) to supply and / or by way of assistance to the Contractor and/or otherwise within the scope of the owner's obligation to supply to and or procure for or agree to supply or procure for. the Contractor any materials for incorporation in the permanent works and any material(s) so supplied or procured or agreed to be supplied or procured by the Owner shall be subject to the following items and conditions which shall (unless specifically excluded by the terms thereof) be deemed to form part of any agreement by the Owner to supply or procure any materials for the Contractor;

- (i) **Price:** The materials shall be supplied at the following rate(s);
- (a) If the materials) are covered by the list of Owner's Stores (if any) at the rate(s) indicated in the said list (up to the quantity(ies)/indicated in the said list)
- (b) If the materials are not included in the list of Owner's Stores, or are in excess of the quantities indicated therein, then in the ease of such materials or such excess, as the case may be, at the rate(s) for me material(s) indicated in the relevant Schedule of Rates.
- (c) If the materials are not covered in the list of Owner's Stores (if any) or by the rates indicated for materials in the relevant Schedule of Rates, then at the cost thereof to the Owner plus 15% of such costs to cover the owner's overheads or at the market price thereof at location of supply by the owner as determined by the Engineer- in-Charge, whichever is higher is higher. Cost with reference to material(s) shall mean the cost of such material delivered to and at the location of supply of such materials by the owner and includes custom duty, octroi and sales and other taxes, duties & levies incurred by the owner and the cost of carriage, handling, storage, cartage and all other incidental expenses. Sales tax or any other tax payable on the sale, if any or supply to the Contractor shall be borne by the Contractor. The decision of the Engineer-in-Charge as to the cost of such material(s) to the Owner and as to whether or not such material(s) is / are covered in the Schedule of Rates shall be final and binding upon the Contractor.

- (ii) **Recoveries:** The amount(s) recoverable from Contractor in respect of materials supplied by the Owner shall be debited to the Contractor's account and shall be deducted from the Contractor's Running Account Final Bill(s) and/or any monies from time to time becoming due to the Contractor.
- (iii) **Deliveries:** Deliveries of materials supplied or procured by Owner shall be either from the storage of the Owner or from the factory/storage of the supplier or from nearest suitable railhead or other point of suitable collection, as may be determined by the Owner taking into account the source of supply of the material.
- (iv) It shall be the responsibility of the Contractor at his own risks and costs to take delivery of the materials from the stores, factory, railhead or other collection point, as the case may be, and to arrange for- its loading, transportation to job site and unloading at the jobsite or other place of storage. The Contractor shall in taking delivery ensure compliance of any conditions for delivery applicable to deliveries from Owner's or Supplier's factory/ stores or railways or other transporters concerned, and shall be exclusively responsible to pay and -bear any demurrage or penalty or other charges payable by virtue of any failure or delay by the Contractor in lifting the supplies and / or any failure by the Contractor to observe the conditions of supply as aforesaid, and shall keep the Owner indemnified from and against all consequence thereof.
- (v) **Other Conditions:** The Owner shall supply materials-only according to types and sizes as are available in the Owner's stocks or on basis of standard types and sizes obtained from manufacturers, and shall not be responsible (unless specifically stated in the Contract Documents to the contrary) for any wastage or losses resultant upon the. Conversion of materials to sizes or types suitable for incorporation in the works.
- (vi) The material(s) supplied or procured by the Owner shall be utilized by the Contractor only for incorporation in the permanent works and even so shall not (unless specifically authorized by the Owner in this behalf) be utilized for manufacturing any item(s) which can be obtained in finished form from standard manufacturers.
- (vii) The Contractor shall inspect the materials supplied to him at the time of taking delivery thereof and satisfy himself of the quality, quantity and condition thereof prior to taking delivery and the Owner shall not be liable for any claims or complaints whatsoever in respect of quality, quantity or conditions of said materials once the Contractor has taken delivery thereof
- (viii) The Contractor shall furnish to the Engineer-in-Charge sufficiently in advance a detailed statement showing his requirement of the types and quantities of materials agreed to be supplied by the Owner, an indication of the time when relative types and quantities thereof-shall-be-required-by him for the works so as to enable the Owner to verify the quantities of materials specified by the Contractor and to enable the Owner to make arrangements for the supply thereof.
- (ix) The Owner shall not be responsible for any delay in the supply of any materials

supplied or procured or agreed to be supplied or procured by the Owner or failure to make the supply and / or procure the materials, and no such delay' or failure shall anyway render the Owner Gable for any claim for damages or compensation by the Contractor notwithstanding that an increase in the time of performance of the contract be involved by virtue of such delay or failure and notwithstanding any labour, machinery or equipment brought upon to the job site by the Contractor being rendered idle by such delay or failure, PROVIDED that if such delay or failure shall in the opinion of the Contractor, necessitate-an extension of time for completion, the provisions of Clause 4.3.5.0 hereof relating to extension of time and associated provisions thereof shall apply.

- (x) Notwithstanding any' agreement by the Owner to supply or procure -any material for the Contractor, including material within the scope of the owner's supply obligations, the Owner shall be entitled at any time, should the-Owner find it difficult to make such supply or procurement by virtue of the existence of-force majeure conditions, act of enemies transport and procurement difficulties, strike or labour trouble and / or any other circumstances beyond the control of the Owner, in-respect of any specific materials or qualities thereof or generally in respect of all materials, to call upon the Contractor at his own-cost and expenses to procure and / or arrange procurement of the said materials from the market, and the Owner shall thereupon be relieved of all responsibilities of the supply and or procurement of any such material(s) required to be arranged / procured by the Owner in terms aforesaid. In case the Owner calls upon the Contractor to procure and/or arrange procurement of materials as aforesaid which is otherwise within the scope of the Owner's supply obligations, the-Contractor shall be paid the actual cost of the said material delivered to and at the location of such supply to the owner as determined by the Engineer-in-Charge plus 15% (fifteen percent) of such cost to cover the Contractor's overheads and profits.
- (xi) The Contractor shall maintain a day to day account of all materials Supplied to him by the Owner indicating the daily receipt(s), consumption and balance(s) in hand of each material .and category thereof. Such account shall be maintained in such form (if any') as shall be prescribed by the Engineer-in-Charge, and shall be supported by all documents necessary to verify the correctness of the entries in the account. Such account shall be maintained at the Contractor's office at the site, and shall be open for inspection and verification (by verification of documents in support of the entry as also by physical verification of the stocks) at all? times by the Engineer-in-Charge / Site Engineer without notice, and for the purpose the Engineer-in-Charge / Site Engineer shall be permitted and enabled without obstruction to enter into any go down or other place premises where the said material or any part thereof shall be stored and to inspect the same and to take by himself and / or through his representative(s) an inventory thereof.
- (xii) Storage and Safe-Keeping: All materials supplied by the Owner shall be taken delivery of, held; stored and utilized by the Contractor as trustee of the Owner, and delivery of material to the Contractor shall constitute an Entrustment thereof by the Owner to the Contractor, with the intent that any utilization, application or disposal

thereof by the Contract otherwise than for permanent incorporation in the contractual works in terms hereof shall constitute a breach of trust by the Contractor.

- (xiii) The Contractor shall hold and store any material(s) supplied by the Owner only at Such place and / or premises as may be approved by the Engineer-in-Charge, provided that no such approval shall absolve the Contractor in whole or part of his full liabilities in respect of such material, and the Contractor shall be and remain responsible at all times at his own risk and cost to. ensure that the material(s) supplied by the Owner is /are retained at all times in premises that ace air and water tight and otherwise suitable for the storage of the material so as to prevent. Damage or deterioration for any cause whatsoever or theft or other loss, and shall arrange such watch and ward staff as shall be necessary to ensure the safety thereof.
- (xiv) The Engineer-in-Charge may at his discretion require that all premises in which any material supplied by the Owner is stored, shall be double- locked with the keys to one lock retained by the Site Engineer or his representative with the intent that all issues of Owner supplied materials shall be with the concurrence of the Site Engineer or his representative, as the case may be, provided that any such - double-locking and / or concurrence as aforesaid shall only be an additional precaution and shall not anywise absolve the Contractor of his full liabilities or responsibilities in respect of such material.
- (xv) The Contractor shall at all times be exclusively responsible for any and all loss(es), damages), deterioration, misuse, theft or other application or disposal of the material(s), supplied by Owner or any of them contrary to the provisions hereof and shall keep the owner indemnified from and against the same and shall forthwith at his own cost and expense replace any such material, lost, damaged, deteriorated, misused, stolen, applied and / or disposed as aforesaid, with other material of equivalent quality and quantity.
- (xvi) The Owner shall be entitled at its discretion, either to require the Contractor to furnish an Indemnity Bond for the safe-custody and accounting of all Owner supplied materials, or to require the Contractor to take out at the cost of contractor and keep in force at all times during the pendency of the contractual work policy(ies) of insurance against the risks for fire, lightening and theft for the full value of the Owner supplied materials lying stored and / or unutilized for the time being, such policy(ies) to be in the joint names of the, Owner and the Contractor with - exclusive right in the Owner to receive aft monies due in respect of such policy(ies) and with right in the owner (but without obligation to do so) to take out and / or pay the premium for any such policy(ies) and deduct the premium and any other costs and expenses in this behalf from the monies for the time being due to the Contractor, 'PROVIDED' that no such Indemnity Bond or policy(ies) of insurance, as aforesaid effected, shall anywise absolve the Contractor from his full liabilities hereunder, with the intent that the same shall be held merely by Way of additional security and by. Way of substitution of liability. Notwithstanding anything stated above it shall be

the responsibility of the Contractor to lodge with insurers and follow up claim(s), if any, under any policy(ies) of insurance aforesaid, and nothing herein provided shall absolve Contractor from his full liabilities under the provisions of this clause and associated provisions hereof.

(xvii) **Ownership:** Notwithstanding anything herein provided and notwithstanding the transference, of all risks in respect of such materials to the Contractor, the ownership in respect of all Owners supplied materials shall at all times be and remain in the owner.

(xviii) (a) **Surpluses:** The Owner shall have the option to acquire on Payment or credit to the Contractor of the price therefore as here in after determined, any and / or all surplus materials, including But not limited to scrap, wastage and unserviceable materials, Supplied and / or remaining in the hands of the Contractor-upon Completion of the work or upon the prior determination of the Contract for whatever reason and the Contractor shall forthwith upon being required to do so place the Owner in undisputed possession and custody of all such material opted for by the Owner and shall, at his own risks and costs, lift and transport the said Material to the Owner's stores or otherwise as directed by the Engineer-in-Charge.

(b) The price for material shall be determined by the Engineer-in- Charge having due regard to the condition of the materials and the cost thereof as determined within the provisions of time (i) hereof above. In determining such price, the Contractor shall not be entitled to any credit for transportation of the said materials to work-site as envisaged in item (iii) hereof above, or for return of said materials to Owner's stores or other destination as herein provided. The price determined shall on no account be greater than the cost of the material to the Owner as specified in item (i) hereof above.

The price for surplus material as determined by the Engineer-in- Charge shall be final and binding upon the Contractor.

(xix) An inventory of all surplus materials not opted for by the Owner shall be made by the Contractor and such material may be retained for use or disposal by the Contractor subject to the Contractor obtaining at his risks and costs any and all such consents and approvals as may be required in this behalf under any law, rule or regulation having the force of law or any Bond or Undertaking or condition under which the same shall or may have been supplied to the Owner, and subject to payment by the Contractor of all sales tax and other taxes, duties and levies whatsoever as may or shall be liable to be paid on the sale of such material to the Contractor.

(xx) **Breach:** If the Contractor shall default in replacing any Owner supplied material lost, damaged, deteriorated, misused, stolen, misapplied or disposed off within the provisions of item (xv) hereof above, or shall fail to return to the Owner any surplus material within the provisions of item (xiii) hereof above, the Contractor shall be liable to pay to the Owner the market value of such material as determined by the Engineer-in-Charge and the decision of the Engineer-in-Charge as to such market value shall be final and binding upon the Contractor.

3.2.0.0 GOVERNMENT CONTROLLED MATERIALS:

3.2.1.0 The provisions of Clause 3.1.5.0 with regard to the Owner .supplied materials also apply to all Government controlled or other .materials in respect of which licenses / release orders / permits / authorizations have been granted in the name of the Owner and the contractor shall be deemed to be acting on behalf of the owner and as agent of the Owner in respect of deliveries taken by the Contractor against any licenses, release orders, permits, or authorizations issued in the name of Owner for Government controlled materials, the Ownership in such materials shall-(without prejudice to the responsibility / liability of the Contractor in respect thereof as set out in the various items included within Clause 3.1.5.0 hereof vest in the Owner from point of time when it would have ordinarily vested in the Owner on a direct delivery to the Owner.

3.3.0.0 POWER, WATER & OTHER FACILITIES:

3.3.1.0 The Contractor shall be responsible to provide within the scope of work all facilities necessary for performance of the work including (but not limited to) water, power, transportation, labour, tools, construction and testing equipment and machinery and land at or about the job site(s) for the Contractor's field offices, godowns, workshops and residential accommodation for Contractor's staff, quarry rights for raw material, borrow areas, access roads, and right(s) of way to or about the job site(s) and contractor's offices, godowns, workshop accommodation quarries and / or borrow areas.

3.3.2.0 The Owner does not warranty or undertake the provision of any facility aforesaid or otherwise whatever to the Contractor, or assistance in obtaining / procuring the same or other assistance, whatever for or in the performance or testing of the work and the Contractor shall not imply by conduct, expression or assurance or by any other means, any promise or obligation on the part of the Owner contrary to the provision hereof and any such promise or obligation understood by the Contractor shall be binding upon the Owner.

3.3.3.0 Any assistance which the Owner renders to the Contractor in terms hereof or Otherwise relative to the work by provision of any facility, water, power, transportation, labor, tools, construction and/or testing equipment, and machinery, provision of land for quarries or borrow areas or for Contractor's office, godowns, workshops or accommodations or provisions of rights of way, access road(s) and/or railway siding facilities, or otherwise howsoever in the performance or continuing to provide the same and shall not- for any cause afford a basis or defense to the Contractor for any of his obligations under the Contract, nor ground for extension of time for completion.

3.4.0.0 POWER SUPPLY:

3.4.1.0 Without prejudice to the provisions of Clause 3.3.0.0 hereof and following Clauses thereunder, as and when adequate power supply becomes available for the site, Owner may at his discretion provide supply of power to the Contractor for the work from the nearest sub-station, from which source the Contractor shall at his own cost, and initiative make arrangement for temporary distribution Of power to Contractor's work(s) at the site.

- 3.4.1.1 All arrangements-for the distribution of power from sources aforesaid and the Work relative thereto shall be made performed installed in conformity with Indian Electricity Regulations, and shall be subject to prior approval by the Site Engineer.
- 3.4.1.2 The Contractor shall, at his own costs and initiative on completion, or prior determination of the work or otherwise during execution of the work, if required by the Site Engineer because of- hindrance caused thereby or for any other cause, forthwith remove or re-route the distribution lines/installations/work or part(s) thereof as the case may by, required to be removed/re-routed.
- 3.4.2.0 The Owner shall recover from Contractor for power consumed by the Contractor from Owner's source(s) of supply at the rate prescribed by the Owner in this behalf from time to time. The amount due to the Owner in respect, of such power supplied shall without prejudice to any other mode of recovery available to the Owner, be deductible from the Running Account/Final. Bill(s) of the Contractor and' or any monies due to the Contractor from time to time.
- 3.4.2.1 The Contractor shall provide at his own cost suitable electric meters approved by the Site Engineer for measurement of the power units consumed by the Contractor for determination of the payment due thereon to the Owner. Such meters shall be under the custody and control of the Owner.
- 3.4.2.2 In the event of failure or defect of meter(s) power charges shall be calculated on the consumption determined by the Engineer-in-charge (whose decision shall be final both as regards the existence of a defect or failure, and as regards the power, consumed).
- 3.4.3.0 The Owner may at any time without notice or specifying any cause suspend or discontinue power supply as aforesaid to the Contractor, and such suspension or discontinuance shall not entitle the Contractor to any compensation or damages or constitute basis for extension of time for completion
- 3.4.4.0 Power supplied by the Owner to the Contractor shall be entirely at the risk of Contractor as the continuity and regularity of supply, maintenance of voltage and adequacy of load without any warranty by or liability to the Owner in respect thereof and without entitlement to the Contractor on grounds of discontinuance, fluctuation of voltage or inadequacy of load or any other cause whatsoever to claim from Owner in respect thereof or consequences thereof.
- 3.5.0.0 **WATER SUPPLY:**
- 3.5.1.0 Without prejudice to .the .provisions of Clause 3.3.0.0 hereof and the following clauses thereunder in the event of the Owner having adequate source of water supply at the site available for distribution, the Owner may at its discretion provide water to the Contractor for the work from the Owner's source of supply upon the Contractor at his own cost and initiative providing suitable pumping installations and pipe network for the conduct of water to and distribution at the Contractor's place of work.
- 3.5.1.1 Such installation, pipes and other equipment shall be laid out/installed by the Contractor only with the prior approval of the Site Engineer so as not to interfere with the layout

and progress of the other construction work at the site add access to or about the job site.

- 3.5.1.2 The Contractor shall forthwith on completion of the work or earlier determination of the Contract or during the execution of the work(s), if so required by the Site Engineer, on ground of hindrance or obstruction caused thereby or other causes whatsoever at his own cost and. initiative remove or re- route, as the case may be, any installations, pipes and/or other equipment or any part or portion thereof installed or erected by the Contractor for the conduction and/or distribution of water, and. fill any trenches, ditches or other excavations done by the Contractor for the purpose thereof and restore the ate to the same condition, in which it was prior to the installation.
- 3.5.2.0 The Owner shall recover from the Contractor for water consumed by the Contractor from Owner's source of supply at the rate prescribed by the Owner in this behalf from time to time. The amount due to the Owner in respect thereof shall (without prejudice to any other mode of recovery available to the Owner) be deductible form the running account / final bill(s) of the Contractor and /or payments due to the Contractor from time to time.
- 3.5.2.1 The Contractor shall provide at his own cost and initiative suitable water meter approved by the Site Engineer for measurement of water units consumed by the w Contractor for determination of the payment due in this behalf to the Owner. Such meters shall be under the custody and control of the Owner.
- 3.5.2.2 In the event of failure or defect of meters, water charges shall be calculated on the consumption determined by the Engineer-in-Charge (whose decision shall be final both as regards to existence of a defect or failure, and as regards the water consumed).
- 3.5.3.0 The Owner may without notice or specifying any cause suspend or discontinue water supply to the Contractor and such suspension or discontinuation shall not entitle the Contractor to any compensation or damages or constitute a basis for extension of time for completion.
- 3.5.4.0 Water supplied by the Owner to the Contractor shall be entirely at the risk of the Contractor as to the continuity and regularity of supply and maintenance and adequacy of pressure without any warranty by or liability to the Owner in respect thereof and without entitlement to the Contractor on grounds of discontinuance, irregularity, drop or rise in pressure or other cause whatsoever to claim from Owner in respect thereof or the consequences thereof.
- 3.6.0.0 LAND**
- 3.6.1.0 Without prejudice to the provision of Clause 3.3.0.0 hereof and following clauses thereunder, the Owner may at its discretion and convenience, if it has sufficient available land at its disposal, provide land to the Contractor near or about the job site, for the construction of the Contractor's field, office(s), godowns, workshops, assembly yard and residential accommodation required for or in connection with the execution of the work(s).
- 3.6.2.0 The Contractor shall at his own cost and initiative construct temporary buildings or other accommodation necessary for the purpose and make suitable arrangements for water

and power supply thereto and for provision of sanitary, drainage and dewatering arrangements thereof in accordance with plans/designs/layouts previously approved by the Site Engineer in this behalf.

- 3.6.3.0 Any land provided .by the Owner to the Contractor within the provisions hereof shall be strictly on a license basis, and shall not create-any right, title or interest whatsoever in the Contractor herein or in respect thereof.
- 3.6.4.0 The Contractor shall pay the license fee @ Rs.2/- (Rupees two only) per 100 (one hundred) sq. meter per month or part thereof for any land made available to the Contractor within the provisions hereof and the Owner shall be entitled (without prejudice to any other mode of recovery), to recover the license fee from the Running/Final Bill(s) of the Contractor and/or payments due to the Contractor from time to time.
- 3.6.5.0 Notwithstanding anything here provided, the Owner reserves the right at any time during the pendency of the work to ask the Contractor to vacate the land or any part thereof on giving 7 (seven) days written notice to the Contractor in this behalf.
- 3.6.5.1 Forthwith upon expiry of such notice or on completion of the works or earlier determination of the Contract, the Contractor shall remove all constructions, works, piping and other installations whatsoever not forming part of the contractual work put up or erected by the Contractor upon the land, and shall have the land cleared, leveled and dressed to the satisfaction of the Engineer-in- charge.
- 3.6.5.2 The Contractor, shall not be entitled upon any vacation or notice within the provisions of Clause 3.6.5.0 hereof to claim any resultant compensation or damage from the Owner, - nor shall such notice or vacation constitute a ground or basis for any extension of time for completion.
- 3.6.6.0 Likewise, the Owner may at its discretion and convenience upon such terms and conditions. as the Owner may prescribe in this behalf, arrange or allocate or provide to the Contractor, borrow area(s) or quarry or mining rights and/or any right(s) of way or other access to or about, the job site and unless specifically excluded, the provision of Clause 3.1.2.0 hereof above, shall apply in "respect of any borrow- area, quarry, mining right and/or right of way or other access allocated, arranged, provided or permitted by the Owner to the Contractor.
- 3.6.6.1 The Owner shall be entitled, at any time without notice to the Contractor, to suspend or withdraw use by the Contractor of any such area, right or access as aforesaid, and no suspension or withdrawal of such facility, or disruption or inadequacy thereof by virtue of flood, disrepair or other cause whatsoever, shall the basis of any claim by the Contractor for compensation or damages or ground for extension in time for completion.
- 3.6.7.0 Notwithstanding anything herein provided, the provisions of Clause 7.0.6.0 hereof and related clauses applicable consequent upon termination of contract shall apply to any breach by the Contractor of his obligations within the provisions of Clauses 3.4.1.2, 3.5.1.2 and 3.6.5.1 hereof as to a breach of Clause 7.0.5.0 hereof.
- 3.8.0.0 **ACCESS TO SITE:**

3.8.1.0 The Contractor shall construct, if necessary at his own cost and initiative, temporary access road to the site from the main public feeder road(s) and from borrow areas and mines and quarries, and shall so align such roads or ways so as not to interfere with the construction at the site or hamper construction of payment roads by or on behalf of the Owner.

3.8.2.0 The Contractor shall, if so required in or relative to the performance of any other work at the site or construction of permanent roads, suspend, discontinue use of and/or re-route any access road constructed by him. No suspension, discontinuance or re-routing as aforesaid shall form the basis of any claim by the Contractor against the Owner for compensation or damages or ground for extension in time for completion.

3.9.0.0 LABOUR, MACHINERY & EQUIPMENT:

3.9.1.0 If during the execution of the works, the Owner shall for any cause find it necessary to do so, the Owner may at its discretion and convenience provide labour, machinery and/or equipment to the Contractor for the performance of the work and/or testing of the works. The terms and conditions for provisions' and/or. hiring of such labour, equipment, machinery shall, in addition to any other conditions relative thereto as may be specified by the Owner, unless expressly excluded, be deemed to include the following:

- (i) **Charges:** The Labour, equipment and/or machinery shall be supplied at the rate(s) in this behalf prescribed by the Owner from time to time.
- (ii) **Recoveries:** The amount(s) recoverable, by the Owner from the Contractor in respect of labour, equipment and/or machinery procured or supplied by the Owner shall (without prejudice to any other mode of recovery) be debited to the Contractor's account and deducted from the Running Account/Final Bill(s) of the Contractor and/or any monies from time to time becoming due to the Contractor.
- (iii) **General:** Any labor, equipment and/or machinery supplied or procured by the Owner shall be utilized by the Contractor only for use in the contractual work.
- (iv) The Contractor shall: be responsible to., ensure utilization of the equipment and/or machinery only within the capacity of such equipment and/or machinery, to ensure the proper utilization thereof in all respects without any manner of abuse or excess, and shall follow and obey all instructions or directions as shall or may be given by the Site Engineer in respect thereof^ and if so required by the Engineer, shall provide at costs (to be determined by the' Engineer-in-Charge in the event of dispute) labor, for the operation, maintenance and repair of the equipment/machinery and/or shall maintain and repair the same at his own costs and expense, and provide all the inputs necessary for the operation, repair, and maintenance thereof, including spare parts, fuel and lubricants. The Contractor shall keep the owner indemnified from and against all losses, damages and/or costs, charges and expenses resultant from any breach or failure to observe the provisions hereof.
- (v) The Contractor shall ensure the safe-keeping and custody of the equipment and

machinery at the site and shall be exclusively responsible and accountable for any loss, damage, theft or misuse thereof (and shall make proper arrangement for the storage and watch and ward thereof) and shall keep the Owner indemnified from and against the same.

- (vi) The Contractor shall ensure return of the equipment/machinery to the Owner upon the completion of the works or earlier determination of the Contract or as and when called upon by the Owner to return the same during the execution of the work in the same condition in which the equipment/machinery was at the time of bringing the same to job site or delivery to the Contractor the case may be.
- (vii) The Owner shall be entitled, at its discretion at any time during the execution of the work without notice to the Contractor, to suspend or withdraw use by the Contractor of any labour, equipment or machinery supplied or procured by the owner, and no such suspension or withdrawal shall form the basis of any claim by the Contractor against the Owner for compensation or damages or otherwise, or constitute a ground for extension of time for completion.

SECTION 4

PERFORMANCE OF WORKS

4.0.0.0 **GENERAL**

- 4.0.1.0 All works shall be performed and executed by the Contractor in strict conformity with the Job Description, Specifications, Plans, Drawings, Designs and other Contract Documents applicable to the specific work(s) and any relative instruction as may be issued to the Contractor by the Engineer-in- Charge or Site Engineer from time to lime.
- 4.0.2.0 The Engineer-in-Charge and Site Engineer shall be entitled from time to time or at any time at their discretion to issue written orders or instructions to the Contractor relative to the performance and/or execution of the work(s) by the Contractor or otherwise relative to any matter touching or affecting the Contractor or arising there from, and to revise or revoke any orders or instructions previously issued, and the Contractor shall, subject to the provisions of the following clause, obey and/or abide thereby.
- 4.0.2.1 Without prejudice to the provisions of Clause 4.0.2.0 hereof and associated clauses thereto should the Contractor require any clarification in respect of any orders or instructions issued by the Engineer-in-Charge, or should there appear to the Contractor to be any contradiction between any orders or instructions issued by the Engineer-in-Charge and/or between any order(s) instruction(s) and the Contract Document or. any of them, the Contractor shall refer the matter immediately in writing to the Engineer-in-Charge for the decision before proceeding-further with the work, and the decision of the Engineer-in-Charge on any such matter shall be final and binding upon the Contractor, who shall perform the work accordingly without entitlement to any claim against or compensation from the Owner resultant upon such order, instruction or decision.
- 4.0.3.0 The Contractor shall within 10 (ten) days of receipt of notification of Acceptance of Tender, name at each job site at which the Contractor shall be awarded any work under the Contract, an engineer responsible for the work at the job site on behalf of the Contractor. Said engineer of Contractor shall be the representative of the Contractor at the job site for and relative to all actions and transactions and dealings on behalf of the Contractor and to whom labour materials, equipments and/or machinery procured or supplied by the Owner may be given and to whom all Plans, Designs, Drawings, Orders and Instructions or other documents or communications for or relative to the job site may be given, with the intent that all transactions and dealings had with the said engineer shall be deemed to have been had with the Contractor, and any all Plans, Drawings, Designs, Orders, Instructions, Documents or communications and/or labour, material, equipment, machinery delivered to said engineer shall be deemed to have been delivered to the Contractor.
- 4.0.3.0 The Contractor shall also provide and maintain, at or about each job site, an office for the working accommodation of the Contractor's engineer and staff Such office shall remain open and attended at all hours during which work is being performed at the job site, for the receipt of instructions, notices and other communications.

- 4.0.5.0 The Contractor shall co-operate with and afford the Owner and other contractors engaged at the site, access to the work and supply at cost, determined by the Engineer-in-Charge (whose decision shall be final), of power and water for the performance of the work entrusted to them and/or for the carriage and storage of materials by them and whenever any work is contingent or dependent upon the performance of any work by the Contractor or is being done in association, collaboration or in proximity with any other contractors, the Contractor shall cooperate with the Owner or other contractor(s)/agency(ies) involved in such work to ensure the harmonious working between the Contractor and the Owner/Contractor(s)/agency(ies) involved, and shall comply with any instructions issued by the Engineer-in-Charge for the purpose.
- 4.0.6.0 The Owner shall be entitled, at its discretion, to appoint one or more engineers and/or other personnel at or about each job site on behalf of the Owner to do such acts, deeds, matters and things as may be necessary to safeguard the Owner's interest including (but not limited to the discretion of the Owner), supervision and testing of the work(s) being conducted by the Contractor at the job site and rendering of such assistance to the Contractor relative thereto as the Owner or such engineers) or personnel shall deem fit, it being understood, however, that the presence of any engineer(s) or personnel of the Owner at or about each job site or any supervision, inspection or test performed or conducted by any such engineer(s) or personnel of the Owner in respect of any work(s) or any other assistance rendered by such engineer(s) and/or personnel to the Contractor relative thereto, shall be without any attendant obligation or liability of the Owner vis-a-vis the Contractors nor shall relieve the Contractor of his full responsibility in respect of the work(s) under the Contract, or bind the Owner or accept as satisfactory or complete and/or in accordance with the contract, any work(s) performed by the Contractor which has/have been supervised, inspected, tested or assisted by the said engineers) and/or personnel of Owner.
- 4.0.7.0 If the contractor's work or any part hereof shall be consequent or resultant upon any works performed by any other person or shall be in continuance thereof or otherwise based or founded therein, the contractor shall before commencing with its/his work, bring to the notice of the Engineer-in-Charge and the Site Engineer in writing any defects existing in said prior works.
- 4.1.0.0 **THE JOB SITE:**
- 4.1.1.0 The Owner shall furnish the Contractor with only four corners of the job site and a level bench mark, and the Contractor shall at his own cost and initiative set out the work to the satisfaction of the Site Engineer, but shall be solely responsible for the accuracy of such setting-up notwithstanding to the satisfaction as aforesaid of the Site Engineer or any other assistance rendered by the Site Engineer for the purpose.
- 4.1.2.0 The Contractor shall provide, fix and be responsible for the maintenance of all makes, templates, level marks, profiles and the like and shall take all precautions necessary to prevent their removal or disturbance, and shall be responsible for the consequence of such removal or disturbance and for their efficient and namely reinstatement. The Contractor shall also be responsible for the maintenance of all survey marks, boundary

marks, distance marks, and centre mattes, whether existing or supplied/fixed by the Contractor.

- 4.1.3.0 Before commencing the work the Contractor shall at his own cost and initiative provide all necessary reference and level posts, pegs, bamboos, flags, ranging rods, strings and other materials for proper layout of the work in accordance with scheme for bench marks acceptable to the Site Engineer. The centre, longitudinal or face line and cross line shall be marked by means of small masonry pillars. Each pillar shall, have a distinct-mark at the centre to enable theodolite to be set over it. Now work shall be started until all these points are approved by the Site Engineer in writing but, but, such approval shall not relieve the Contractor of any of his responsibilities in respect of adequacy or accuracy thereof. The Contractor shall also provide all labour, material and other facilities necessary for the proper checking of layout and inspection of the points during construction.
- 4.1.4.0 Pillars bearing geodetic marks located at the sites of works under construction should be protected and fenced by the Contractor.
- 4.1.4.1 On completion of works the Contractor must submit to the Engineer-in-Charge the geodetic documents according to which the work was carried out.
- 4.1.5.0 The Contractor shall be exclusively responsible for provisions and maintenance of horizontal and vertical alignments and level and for the correctness of every part of the work in accordance therewith and shall at his own cost rectify any errors or imperfections therein.
- 4.2.2.0 **CONDITIONS OF WORK:**
- 4.2.1.0 Work shall be carried on for a minimum of 48 (forty-eight) hours a week and 8 (eight) hours on any working day. If necessary, the Contractor shall work overtime or in two or more shifts in a day. The Contractor shall not be entitled to any extra compensation or remuneration for overtime or double or triple shift working, nor shall the owner anywise responsible for any idle time payments to the Contractor's staff or for labour equipment or machinery, howsoever occasioned.
- 4.2.1.1 Should it be necessary to work on Sunday and holiday; the Contractor shall so work without extra compensation. In order to enable representation of owner at such "working, the Contractor shall inform lie Site Engineer at the concerned job site(s) of such working at least 2 (two) days in advance thereof.
- 4.2.2.0 The execution of the work(s) shall entail working in the monsoons also insofar as necessary, and the Contractor shall maintain at each job site at all times, curing the monsoon, such material, labour, equipment and machinery as may be required for the performance of the work during the monsoon, and shall plan well in advance for the collection of materials and equipment and the erection of such tarpaulins, sheds, wind breakers and/or other protection as shall or may be necessary for the work during the monsoon, so that monsoon shall-not hamper working.
- 4.2.2.1 The Contractor shall also arrange and bring to each job site such special equipment and

machinery as may be necessary to enable work during the monsoon, and shall, at his own- cost and initiative, arrange for dewatering the job sites so as to keep the construction site and areas to be worked upon, free of water.

4.2.2.2 The Contractor shall not be entitled to any extra compensation or remuneration for or relative to any work during the monsoon, or for or relative to any special arrangements- to be made-and/or equipment or machinery to be brought to the job sites to enable such working.

4.3.0.0 TIME FOR COMPLETION:

4.3.1.0 The Contractor shall complete in all respects in accordance with the Contract the entire work at each job site within the time specified in this behalf in the lime Schedule.

4.3.2.0 Within 7 (seven) days from the date of receipt of notification of Acceptance of Tender, the Contractor shall submit to the Owner for approval in respect of each job site or groups of work, if so required a detailed Progress Schedule in graphical or other suitable from giving dates of starting and finishing of various operations and works, providing sufficient margin to cover for contingencies and for final testing and consequential reparation, etc, if any, required The She Engineer and the Contractor shall thereafter within 7 (seven) days settle The Progress Schedule and the Progress Schedule so settled shall be die approved Progress Schedule and shall form part of the Contract with attendant obligation upon Contractor to commence the various works/operations involved on or before the date(s) mentioned in the Progress Schedule and to conclude the said work(s)/operation(s) on or before date mentioned in this behalf in the approved Progress Schedule, and default by Contractor to commence or complete within prescribed date(s) any work of operation shall be deemed to be breach by the Contractor to which the provisions of clause 7.0.1.0 hereof relating to termination of contract shall be applicable, but without prejudice to any other rights or remedies that Owner may have in this behalf.

4.3.3.0 If the Contractor shall fail to submit to Owner a Progress Schedule as envisaged above or if the Site Engineer and Contractor fail to agree upon the Progress Schedule as envisaged above, then the Engineer-in-Charge shall prepare the Progress Schedule (the dates of progress as fixed by the Engineer-in-Charge being final and binding upon the Contractor except as herein otherwise expressly provided), and shall issue the Progress Schedule so prepared to the Contractor, and the provisions of Clause 4.3.2.0 shall apply relative thereto as though it was an approved Progress Schedule.

4.3.4.0 Any reference in the Contract Documents the "Approved Progress Schedule" or to the "Progress Schedule" shall mean the "Approved Progress Schedule" specified in Clause 4 3 20 above or the "Progress Schedule" prepared and issued by the Engineer-in-Charge as specified in Clause 4.3.3.0 above, whichever shall be in existence.

4.3.5.0 Within 7 (seven) days of the occurrence of any act, event or omission which, in the opinion of the Contractor, is likely to lead to delay in the commencement or completion of any particular work(s) or operation(s) or the entire work at any job site(s) and as such

it would entitle the Contractor for an extension of the time specified in this behalf in the Progress Schedule(s), the Contractor shall inform the Site Engineer and the Engineer-in-Charge in writing of the Occurrence of the act, event or omission and the date of commencement of such occurrence. Thereafter, if even upon the cessation of such act or event of the fulfillment of the omission, the Contractor is of opinion that an extension of the time specified in the Progress Schedule relative to any particular operations) or item(s) of work of the entire work at any job site is necessary, the Contractor shall within 7 (seven) days after the cessation or fulfillment as aforesaid make a written request to the Engineer-in-Charge for extension of the relative time specified in the progress schedule and the Engineer-in-Charge may at any time prior to completion of the work extend the relative time of completion in the Progress Schedule for such period(s) as he considers necessary, if he is of opinion that such act/event/omission constitutes a ground for extension of time in terms of the Contract and that such act/event/omission has in fact resulted in insurmountable delay to the Contractor. The opinion/decision of the Engineer-in-Charge in this behalf and as to the extension necessary shall, subject to the provisions of Clause 4.3.6.0 hereof be final and binding upon the Contractor.

- 4.3.6.0 Notwithstanding the provisions of Clause 4.3.5.0 hereof the Owner may at any time of its own initiative or at the request of the Contractor, if satisfied of the existence of any ground(s) justifying the delay/extension, extend the date for completion of the work or any item or operation thereof for such periods) as the Owner may consider necessary, and the decision of owner on any request made by the contractor as to the existence or otherwise of any grounds justifying the extension and as to the period(s) of extension necessary shall be final and binding upon the Contractor.
- 4.3.7.0 Subject .as elsewhere herein or the Contract Documents expressly provided, only the existence of force majeure circumstances as defined in Clause 4.3.8.0 hereof shall afford the Contractor a ground for extension of time for completion of the work or any part of the work or any operations) involved therein, and specifically without prejudice to the generality a foregoing inclement or unforeseen weather, strike, shut-down, third party breach, delay in payment or commercial hardship shall not afford Contractor a ground for extension of time or relieve the Contractor of his full obligations under the Contract, nor will any shut-down or idle time charges be payable by Owner to Contractor for any delay in the commencement, progress or completion of the work due to any reason whatsoever, inclusive due to the existence of force majeure circumstances.
- 4.3.8.0 The term “force majeure” as employed in this. Contract shall mean war-declared or undeclared civil war, tidal wave, forest fire, major flood and earthquake.
- 4.3.9.0 Upon an extension of the time of completion of the work or any part of the work or any operation(s) involved therein, the extended date/time of completion shall be deemed to be the relative date of completion in the Progress Schedule.
- 4.3.10.0 No assurance, representation, promise or other statement by any personnel, engineer or representative of the Owner in relation to extension of time for commencement or completion of any work(s) or operation thereof or of the entire works under the Contract shall be binding upon the. Owner or shall constitute an extension of time for commencement or completion of the entire work(s) or any part or operation thereof within

the provision of Clause 4.3.5.0 or Clause 4.3.6.0 hereof, unless the same be communicated to the Contractor in writing by the Engineer-in-Charge under Clause 4.3.5.0 or by the General Manager under Clause 4.3.6.0 and the writing specifically states to embody an extension of time within the provisions of Clause 4.3.5.0 or 4.3.6.0 as the case may be, and without prejudice to the foregoing the mere agreement or prescription of a Progress Schedule by the Site Engineer or any site representative of the Owner at variance with the Progress Schedule or approved Progress Schedule, as the case may be, referred to in Clause 4.3.2.0 and/or 4.3.3.0 or containing an extended time of commencement or completion in respect of the entire work(s) or any part or operation thereof shall not anyway constitute an extension of time in the terms of the Contract so as to bind the Owner or relieve the Contractor or all or any of his liabilities under the Contract, nor shall constitute a promise on behalf of the Owner or a waiver by the Owner of any of its rights in terms of the Contract relative to the performance of the Contract within the time specified or otherwise, but shall be deemed only (at the most) as a guidance to the Contractor for better organizing his work on a recognition that the Contractor has failed to organize his work and/or perform the same within the time specified in the Progress Schedule established within the provisions of Clause 4.3.2.0 or 4.3.3.0 hereof as the case may be.

4.4.0.0 If there is any delay in the final completion of the work at any job site or specific works in respect of which a separate Progress Schedule has been established, beyond the date for the final completion of the work or works aforesaid at the job site as stipulated in the Progress-Schedule, the Owner (without prejudice to any other right of Owner in this behalf) be entitled to liquidate damages for delay at 1% (one percent) of the total contract value for each week or part thereof -that the work remains incomplete beyond the scheduled date of final completion for the work, or works, as the case may be, at the job site, subject to a maximum of 10% (ten percent) of the total contract value.

4.4.1.0 "Total Contract Value" for the purpose of Clause 4.4.0.0 shall mean the total dues of the Contractor under the Contract arrived at on a final reckoning and settlement thereof or the total contract value for the purpose of Security Deposit as specified in the Acceptance of Tender, whichever shall be the greater.

4.4.2.0 Nothing in paragraph 4.4.0.0 above shall prevent the Owner from exercising its right of termination of Contract under Clause 7.0.1.0 thereof and associated clause thereunder and Owner shall be entitled, in the event of exercising its said right of termination after the date of final completion of the work as stipulated in the Progress Schedule, to liquidate damages as aforesaid for the intervening period in addition to any other amount as may be due consequent to a termination under Clause 7.0.1.0-hereof and associated clauses thereunder.

4.5.0.0 REPORTS AND RECORDS:

4.5.1.0 The Contractor shall from time to time maintain at each job site (in addition to any records or registers required to be maintained by the Contractor under any law, rule or regulation having the force of law) such records and registers as the Engineer-in-Charge or Site Engineer shall or may require the Contractor to keep and/or maintain from time to time.

- 4.5.2.0 In addition to any other records or registers to be maintained by the Contractor from time to time and/or reports required to be furnished by the Contractor, the Contractor shall daily or otherwise as may be prescribed by Engineer-in-Charge or Site Engineer, submit to the Site Engineer a Progress Report, of all work done and/or progress achieved by the Contractor at each job site within the preceding day or the period of last report, as the case may be.
- 4.5.2.1 The receipt and/or acceptance of any such report by the Site Engineer shall be without prejudice to the full rights and remedies of Owner and obligations/liabilities of Contractor under the Contract, and shall not anyway operate as an estoppel against Owner by reason only of the fact that no notice or objection was taken of any information contained in any such report, nor shall any statement in any such report be deemed to be correct merely by virtue of the existence of such statement, and it being uncontroverted by the Owner.
- 4.5.3.0 The Contractor shall maintain at each job site a Work Order Book in which all orders and instructions shall be entered. These will be signed by the Contractor or his engineer or agent by way of acknowledgement within 12 (twelve) hours of delivery of the order or instructions.

4.6.0.0 EXECUTION OF THE WORK:

- 4.6.1.0 The contractor shall provide sufficient labour, staff (qualified and unqualified), machinery, tools and equipment, material and things whatsoever necessary for the proper performance of the work and to ensure the rate of progress as envisaged in the Progress Schedule.
- 4.6.2.0 If in the opinion of the Engineer-in-Charge or Site Engineer (the opinion of either of whom in this behalf shall be final) the work(s)/operation(s) at any job site Or as a whole is/are not meeting the progress necessary to achieve the relative date of completion in the Progress Schedule, the Engineer-in-Charge or Site Engineer may instruct the Contractor to employ/provide additional labour, staff; machinery, tools, equipment or material necessary to achieve the required progress and Contractor shall forthwith comply with such instruction(s).
- 4.6.3.0 Should Contractor fail to comply with such instruction(s) or fail to comply therewith to the satisfaction of the Engineer-in-Charge or Site Engineer (the opinion, of either of whom in this behalf shall be final and binding upon the Contractor) the Engineer-in-Charge or Site Engineer may, at his discretion, at the risk and cost of Contractor appoint, procure or provide the additional labour/staff/machinery/tools/materials etc, as the Engineer-in-Charge the Site Engineer (the decision of either of whom in this behalf shall be final and binding upon the Contractors), consider necessary to achieve the necessary progress in relation to any particular work/operation or the work as a whole or may appoint sub-contractor(s) for the performance of any particular work or operation. In so doing, Engineer-in-Charge/Site Engineer shall be deemed to be acting for and on behalf of and as agent of the Contractor and all such appointments, procurement/provision shall be deemed to have been made by the Contractor and shall be paid for by the Contractor. In addition to the other amounts payable to Owner under Section 3 hereof in respect of

any labour/staff/machinery/materials etc., as aforesaid procured or provided by the Owner, the Owner shall be entitled in this event to 15% (fifteen percent) as supervision charges on the total amount due as computed under Section 3 hereof.

4.6.4.0 Should the Engineer-in-Charge or the Site Engineer at any stage, (notwithstanding that the time for completion of the relative work or item of work as specified in the Progress Schedule has not expired) be of opinion (the opinion of the Engineer-in-Charge/Site Engineer in this behalf being final) that the performance of any work or item of work by the Contractor is unsatisfactory (whether in the rate of progress, the manner, quality or workmanship of the performance, or in the adherence to specifications, or in the omission, neglect or failure to do perform, complete or finish any work or item, or for any other cause, whatsoever), the Engineer-in-Charge/Site Engineer shall be entitled (without prejudice to any other rights of the Owner and/or obligations of the Contractor under the Contract) at his discretion and the risk and cost of the Contractor either to appoint, procure and/or provide such labour/staff/machinery/tools/ materials etc., as the Engineer-in-Charge/Site Engineer (the decision of either of whom shall be final and binding upon the Contractor) considers necessary to achieve satisfaction in relation to the particular work-operation or item of work, or the work as a whole, as the case may be, or to appoint one or more sub-contractors for the satisfactory performance thereof or any part thereof, or may undertake the performance thereof or any part thereof departmentally, and the provisions of Clause 4.6.3.0 hereof shall mutatis mutandis apply to any action taken by the Engineer-in-Charge/Site Engineer pursuant to this Clause in the same manner as applicable to an action taken under the said clause.

4.6.5.0 Any action taken by the Engineer-in-Charge or the Site Engineer under Clauses 4.6.3.0 and or 4.6.4.0 shall be without prejudice to the full right of the Owner and the full liability of the Contractor Under the Contract including but not limited to the Owner's full rights under Clause 4.4.0.0 and associated clauses thereunder, and under Clauses 7.0.7.0 and 7.0.8.0 hereof.

4.7.0.0 SUB CONTRACTS:

4.7.1.0 The Contractor shall not assign, sub-contract or sublet the whole or any part of the work in any manner PROVIDED the Contractor may with the prior written approval of Engineer-in-Charge, sub-contract any particular work or part of the work to a Sub-Contractor approved by the Engineer-in-Charge.

4.7.2.0 Each sub-contractor shall be covered by Contract on the same basis as the Contractor, provided, however, that notwithstanding approval of the subcontract as aforesaid and notwithstanding that the Owner/Engineer-in-Charge shall have received a copy of the Contract between Contractor and Sub- Contractor, the Contractor shall be and shall remain exclusively responsible to the Owner for the due and proper performance of the Contract, and Sub- Contractor shall for all purposes vis-a-vis the Owner be deemed to be the servant/agent of Contractor employed for the performance of the particular work with full responsibility on contractor for all acts, omissions and defaults of the Sub-Contractor, and any rights that Owner may separately have or reserve against Sub-Contractor under the Contract shall be without prejudice to the foregoing.

- 4.7.3.0 Subject as here in above in this behalf specifically permitted and provided, the Contractor shall not sub-contract any work under the Contract and any Sub- Contract in breach hereof shall be deemed to an assignment of the Contract or part or portion thereof sub-contracted, as the case may be.
- 4.7.4.0 If any Sub-Contractor engaged upon the work at the site executes any work which in the opinion of the Engineer-in-Charge is not of the requisite standard (the opinion of the Engineer-in-Charge being final in this behalf), the Engineer- in-Charge may, by written notice to the Contractor require the Contractor to terminate such sub-contract, and Contractor shall upon receipt of such notice terminate such sub-contract at the risk and cost of Contractor, and shall keep Owner indemnified against the consequences.
- 4.7.5.0 Notwithstanding such sub-contract being approved by Engineer-in-Charge as herein envisaged, the Contractor shall at the commencement of every month furnish Engineer-in-Charge with a list of all sub-contractors engaged and working at the site during the previous month, with particulars of the general nature of the works performed by them.

4.8.0.0 MISCONDUCT

- 4.8.1.0 If and whenever any of the Contractor's or Sub-Contractor's agents/sub-agents, consultant or employees shall in the opinion of the Site Engineer (whose opinion in this behalf shall be final) be guilty of misconduct or be incompetent or indifferently qualified or negligent in the performance of his-'their duties, or if in the opinion of the Engineer-in-Charge (which shall be final) it is undesirable for any reason (which need not be disclosed to the Contractor) for such person(s) to be employed in the works, the Contractor, if so directed by the Site Engineer, shall forthwith remove or cause to be removed such person(s) from employment thereon, and any person(s) so removed shall not be re-employed in the works except with the prior permission in writing- of the Site Engineer. Should the Contractor be requested to repatriate any person removed from the works, the Contractor shall do so forthwith at his OWN cost. Any person(s) so removed from the works shall be immediately replaced at the expense of Contractor by a qualified and competent substitute.
- 4.8.2.0 The Contractor-shall keep the Owner indemnified from and against all personal and third party claims whatsoever (inclusive of all costs incurred between attorney and client) arising out of any act, omission or intermission on part of -any sub-contractor, or agent, sub-agent, consultant or employee of the contractor or any sub-contractor, whether committed, omitted or arising with or without the scope-of the contract, sub-contract, agency or employment, as the case may be.

SECTION 5

INSPECTION AND TESTING

5.0.0.0 INSPECTION AND TESTING OF MATERIALS:

- 5.0.1.0 The Owner shall be entitled at all times at the risk of Contractor to inspect and/or test by itself or through an independent person(s) or agency(ies) appointed by the Owner and/or to direct the Contractor to inspect and/or test all materials. Stems and components whatsoever supplied or proposed for supply for incorporation in the works inclusive during the course of manufacture or fabrication by the Contractor and/or the Contractor's work or otherwise, of such material, item or component. The inspection and/or test shall be conducted at the expense of the Contractor, and if conducted by the Contractor, may be directed by the Owner to be conducted by agency(ies) nominated by the Owner and/or in the presence of a witness(ies) or agency(ies) nominated by the Owner.
- 5.0.1.2 Where the manufacture/fabrication of any material, item or component intended for incorporation in this work*is. being done by any person(s) other than the Contractor and/or in the premises/workshop /wherever situated) of any person other than the Contractor, the Contractor shall procure and arrange for the inspection and/or tests thereof with such other person(s) and shall provide the Owner and/or its agents every facility and assistance necessary for the inspection and/or tests.,
- 5.0.1.2 The Contractor shall also on receipt* of intimation of any communication of any inspection or tests by the Owner or any agency(ies) nominated "by the Owner in the behalf, present himself or his authorized representative at the place of inspection and/or testing to receive any orders or instructions consequent thereto as shall be necessary.
- 5.0.2.0 The Contractor shall furnish to the Site Engineer for approval when requested, or as required by the specifications or other contract documents; adequate samples of all materials and finishes intended for incorporation in-foe works, such samples to be submitted before the work is commenced permitting sufficient time for tests/examination(s) thereof of the Owner. All materials furnished and finishes incorporated in the work shall conform to the approved 'samplers) in all respect.
- 5.0.3.0 The Site Engineer shall be entitled to reject at any time defective material, item or component (including specially manufactured or fabricated items and components) supplied by the' Contractor for incorporation in the works notwithstanding previous inspection and or testing thereof by or on behalf of the Owner without rejection and notwithstanding previous approval thereof by or on behalf of the Owner (the decision of the Site Engineer as to any defect as aforesaid being final and binding upon the Contractor), and upon such rejection the Contractor shall either perform such work or improvement thereon or in respect thereof as shall be necessary to bring the material item/component to the requisite standard, or shall if so required by the She Engineer (whose decision in this behalf shall be final) remove the rejected material/item/component from the job site within the time specified by the Site Engineer whose decision shall be final) and replace it at his own cost and expense (without additional remuneration or compensation in respect thereof) with material(s)/Hem(s) component(s) approved by the Site Engineer.

5.1.0.0 INSPECTION AND TESTING OF WORKS:

- 5.1.1.0 The Contractor shall at all times ensure highest standards of workmanship relative to the work to the satisfaction of the Site Engineer. The Site Engineer shall have power to inspect the work in all respects at any and all times up to completion of the work as also to test or instruct the Contractor, to test the completion of works or any structure, material or component thereof at the risks and cost of the Contractor, either by the Contractor or by any agency(ies) nominated by the Engineer-in-Charge or Site Engineer in this behalf.
- 5.1.1.1 The Contractor shall provide all facilities, instruments; material / labour and accommodation required for testing the works (including checking the setting out of the works) and shall afford the Site Engineer all assistance necessary to conduct the tests.
- 5.1.1.2 The Contractor shall also provide and keep at all times during the progress of the work and maintenance period, proper means of access to the works and every part thereof by means of ladders, gangways, etc., and the necessary attendance to move and set up the same as directed by the Site Engineer for inspection or measurement of the works.
- 5.1.2.0 On no account shall the Contractor proceed with concreting or other work in foundations and in superstructure by covering up or otherwise placing beyond reach Of inspection or measurement any work before necessary inspection entries are filled in the Site Inspection Register by the Site Engineer or his authorized representative should the Contractor do so, the same shall be uncovered at Contractor's risk and expense for carrying out the inspection and measurement.
- 5.1.3.0 Should the Contractor fail to comply with any of the provisions foregoing relative to inspection and/or testing of the works, the Site Engineer shall in his absolute discretion be entitled to remove/dismantle and/or uncover, as the case may be, at the risk and cost of Contractor for test and examination any structure, material or component thereof installed, erected or put up by the Contractor and to conduct or have conducted the test(s) and/or examination at the risk and cost of the Contractor. In such event the Contractor shall also bear the risks and cost of replacement, reinstallation or re-erection of the concerned structure/material- component, as the case may be.
- 5.1.4.0 Notwithstanding anything provided in a foregoing clauses hereof, the Contractor shall be and remain Gable at his own cost and initiative to conduct all test at all relevant times during supply, erection and installation of any works. Structure, material or component as shall be required in terms of the Contractor Documents or by the Engineer-in-Charge or site Engineer. Such tests to be conducted through agency(ies) or laboratory(ies) specified or approved by the Engineer-in-Charge or Site {Engineer in this behalf.
- 5.1.5.0 Should the Site Engineer on inspection or test be not satisfied with the quality or workmanship of any work, structure, material or component (the decision of the Site Engineer being final in this behalf), the Contractor shall re-perform, replace, re-install and/or re-erect, as the case may be, such work, structure, material or component, and no su.ch rejected work structure, material or item or% component shall be. reused with reference to the work except with the prior permission of the Site Engineer, and the

provisions of Clause 5.1.7.0 hereof shall apply to default by the Contractor of the provisions of this clause.

5.1.6.0 Notwithstanding anything provided in foregoing clauses hereof and notwithstanding that the Site Engineer and/or his representative has inspected, tested and/or approved any particular work, structure, material or component, such inspection, test or approval shall not absolve Contractor of his full responsibility under the Contract inclusive of and relative to specification fulfillments and performance guarantees the said inspection and test procedure being intended basically for satisfaction of Owner that prima facie erection done and/or material and equipment supplied for incorporation in the work is in order.

5.1.7.0 Should the Contractor fail to re-perform, replace, re-install and/or re-erect, as the case may be, any work, structure, material or component rejected or found defective in terms of Clause 5.1.5.0 hereof within such period as the Engineer-in-Charge may specify by written notice to the Contractor in this behalf the Contractor shall be deemed to be in breach of contract within the provisions of Clause 7.0.1.0 hereof with regard to termination of Contract and associated provisions thereunder and the Owner shall be entitled (without prejudice to any other right of remedy available to the owner) upon expiry of the period specified in said notice, demolish and/or remove the rejected/defective work, structure, material or component and re-perform, replace, re-install and/or re-erect, as the case may be, the same by itself or through other agency or Contractor at the risks and costs of the Contractor in all respects, and recover the costs incurred by the Owner in this behalf together with a supervision charge of 15% (fifteen percent) thereon admissible to the owner, and the Owner shall be entitled (without prejudice to any other mode of recovery) to deduct the same from the Running Account-Final Bill(s) of the Contract, or any monies becoming due to the Contractor from time to time, and the decision of (the Engineer-in-Charge as to the costs incurred by the Owner as aforesaid shall be final and binding upon the Contractor.

5.2.0.0 **FINAL TESTS & POSSESSION OF WORKS:**

5.2.1.0 As soon the works have been completed in all respects to the satisfaction of the Site Engineer, Final Tests of the works shall be undertaken by the Contractor at the risks and costs of the Contractor in the presence of the Site Engineer or his authorized representative. The Owner may at its discretion permit Final Test piecemeal in respect of particular part(s) or group(s) of the works or in respect of particular job site(s) involved.

5.2.1.1 Upon satisfactory conclusion of the Final Tests, Engineer shall prepare a Final Test Certificate witnessed by the Contractor which shall certify the date on which the Final Tests in respect of the works have been successfully completed, and where Final Tests have been conducted piecemeal, shall certify the date on which the Final Test in respect of the concerned part(s)/section(s)/group(s)/job site(s) have been successfully completed, and notwithstanding Final tests having been conducted in respect of the entire works, the Owner may at its discretion issue a Final Test Certificate in respect of particular part, section, group or job site.

5.2.2.0 As and from the date of successful completion of Final Tests as mentioned in the Final Test Certificate, the owner shall be deemed to have taken over the

Work/part(s)/section(s)/group(s) in respect of which the Final Test Certificate has been issued.

- 5.2.3.0 If during Final Tests or prior thereto any defect(s) in the design (insofar as the work may involve any designing on the part of the Contractor) or in any work Performed or structure or component installed/erected or in any installations/erections or materials, or other items incorporated in the works is/are noticed, the Contractor shall forthwith remove and/or demolish the same and re-replace, re-install and re-erect the same and otherwise do and provide whatever is necessary to be done or provided to correct repair, and/or rectify the defect(s) to the satisfaction of the Site Engineer, and if the defect(s) be discovered during the Final Tests, the Contractor shall thereafter repeat the Final Tests or such of them as may be required to be repeated, and so on until successful conclusion final Tests as aforesaid without defect in respect of the entire works.
- 5.2.4.1 Should the Contractor fail to correct, repair or rectify any defects as aforesaid, the provision of Clause 5.1.7.0 hereof shall mutatis mutandis apply as for defects under Clause 5.1.5.0.
- 5.2.4.1 Notwithstanding anything provided in Clause 5.2.2.0 hereof, the Owner shall be entitled without prejudice to any other. rights of the owner or liabilities of the Contractor under the foregoing provisions hereof or otherwise under the Contract, including the rights of the Owner under Clause 4.4.0.0 hereof and associated clauses thereunder and Clause 7.0.1.0 hereof and associated clauses thereunder:
- i. If by reason of any default on the part of the Contractor a Final Test Certificate has not been issued in respect of the entire Works within 30 (thirty) days after the date fixed for completion of the entire works at all job sites in the Progress Schedule(s), to take over and use and portion of works in respect of which Final Test Certificate has not been issued, with or without affording the Contractor further opportunity for completing the works for issue of the Final Tests Certificate.
 - ii At any time during the progress of the works, notwithstanding that time for the completion of the entire part, portion or section thereof according to the Progress Schedule(s) shall not have expired, take over and or use for any purpose the incomplete or partially completed work or any part or portion or section thereof as the case may be, and give the Contractor an opportunity for completing the work or relative part or portion or section thereof, as the case may be, within the time for Completion permitted thereof under the Progress Schedule and if in the opinion of the Contractor such taking over and or use shall require an extension of time for completion, the provision of Clause 4.3.5.0 hereof and associated clauses thereunder relating to extension of time shall apply.

Provided always that takeover, possession or use of the works or any part or portion or section thereof by the Owner within the provisions of item (i) and or item (ii) above shall not be deemed to be an acceptance of work or relative part or portion or section thereof by the Owner or relieve the Contractor of his full obligations in respect thereof under the Contract.

5.3.3.0 COMPLETION CERTIFICATE:

5.3.1.0 Within 7 (seven) days of issue of Final Test Certificate in respect of the works

at any job site covered by the Contract,- the Contractor shall clear the job site of all Scaffolding, wiring, pipes, surplus materials, Contractor's labour, equipment and machinery and shall demolish, dismantle and remove all Contractor's site offices and quarters and other temporary works, structures and constructions and other items and things whatsoever brought upon or erected at the job site or any land- allotted to the Contractor by the Owner and not incorporated in the permanent works and shall remove all rubbish from the job she and the land allotted to Contractor and shall dear, level and dress the job site and said land to the satisfaction of the Site Engineer and shall put the Owner in undisputed custody and possession of the job she and all land allotted by the owner to the Contractor, and unless the Contractor shall have fulfilled the provisions of the clause, the works shall not be deemed to have been completed, and failing compliance by the Contractor of the provisions of this clause, the provisions of Clause 7.0.6.0 hereof relating to Termination of Contract and associated provision thereunder shall apply.

5.3.2.0 Upon the satisfactory fulfillment by Contractor of the provisions of Clause 5.3.1.0 hereof, the Contractor shall be entitled to apply to the Engineer-in-Charge in the prescribed format, for a completion Certificate in respect of the entire work or work at any job site as the case may be, upon submission of the following documents:

- (i) The Technical Documents according to whi.ch the work was carried out.
- (ii) Complete set of working drawings showing therein correction and modifications (if any) made during the course of execution of the works, signed by the Engineer-in-Charge
- (iii) Certificates of final levels as set for various works, signed by the Site Engineer.
- (iv) Final Test Certificate.
- (v) Certificate of Site Engineer of satisfactory fulfillment of the provisions of Clause 5.3.1.0.
- (vi) List of Owner supplied surplus material returned to Owner's stores, signed by the Engineer.
- (vii) Materials at site accounting for Owner supplied materials, signed by the Site Engineer.
- (viii) List of the scrap materials returned to store, signed by the Site Engineer, and
- (ix) Discharge Certificate in respect of Owner supplied equipment and machinery signed by the Site Engineer.

5.3.3.0 If the Engineer-in-Charge is satisfied of the completion of the work relative to which the Completion Certificate has been sought and of the completeness in all respects of the Documents specified in Clause 5.3.2.0 hereof, the Engineer-in-Charge shall within 14 (fourteen) days of the receipt of the application for Completion Certificate, issue a

Completion Certificate in respect of the works for which the Completion Certificate has been applied.

- 5.3.3.1 The issue of a Completion Certificate shall be without prejudice to the Owner's rights and Contractor's liabilities under the Contract, including the Contractor's liability for the defect liability period under Clause 5.4.1.0 hereof nor shall the issue of a Completion Certificate in respect of the works or work at any job site be construed as a waiver of any right or claim of the Owner against the Contractor in respect of work or the works at the job site in respect of which the Completion Certificate has been issued.
- 5.3.4.0 Up to and until issue of the Completion Certificate as provided for hereinabove in respect of the work or the works at any job site, the relative work(s) shall be and* remain at the risks of the Contractor in all respects, including (but not limited to), accident fire, lightning, earthquake, flood, storm, tempest, riot, civil commotion and/or war.
- 5.4.0.0 **DEFECT LIABILITY PERIOD AND LATENT DEFECTS:**
- 5.4.1.0 Defect Liability period for works unless otherwise specified shall be 12 (twelve) months from the date of completion of work as specified in the Completion Certificate. The Contractor shall at his own cost and initiative, correct, repair and or rectify any and all defect(s) and/or imperfections in the design of the work (in so far as the Contractor shall be concerned with the design of the work or any part thereof) and/or in the work performed and/or materials components or other items incorporated therein as shall be discovered during the said defect liability period, and in the event of Contractor failing to do so the provisions of Clause S. 1.7.0 hereof shall apply.

SECTION 6

MEASUREMENTS AND PAYMENTS

6.0.0.0 FINAL MEASUREMENTS

- 6.0.1.0 Within 15 (fifteen) days from the date of Final Test Certificate in respect of the works of any portion, section, group or job site, as the case may be, the Contractor shall cause to be jointly taken with the Site Engineer Final Measurements as herein provided for the works covered by the final test certificates
- 6.0.2.0 If the Contractor fails to apply to the Engineer-in-Charge for Final Measurements, within 15 (fifteen) days from the date of relative Final Test Certificate as specified in Clause 6.0.1.0 hereof the Site Engineer may, of his own initiative, notify the Contractor in writing of the date(s) for Final Measurements, and the Contractor shall be bound to present himself for the measurements on date(s) so notified, failing which the provision of clause 6.1.4.0 hereof shall apply.

6.1.0.0 MODE OF MEASUREMENT:

- 6.1.1.0 All measurements shall be in the metric system, and except where expressly indicated to the contrary in the Schedule of rates or other Contract Documents, all measurements shall be taken in accordance with the procedures set forth in the Schedule of Rates, Specifications and other Contract Documents, notwithstanding any provision(s) in the relative standard method of measurement or any other general or local custom to the contrary.
- 6.1.2.0 In the event of mode of measurement being not provided for by the Contract Documents in respect of any item of the work, such item of work shall be measured in accordance with the Indian Standard Specification No, 1200 (latest edition) and in the event of such item not being covered by the said Indian Standard Specifications, shall be measured in accordance with the method of measurement in. this behalf determined by the Engineer-in-Charge, whose decision shall be final and binding upon the Contractor.
- 6.1.3.0 ALL measurements shall be taken jointly by the Site Engineer or his Representative on the one hand and the Contractor or his representative on the other hand and the Contractor shall be bound to present himself or his authorized representative whenever so required by the Site Engineer, and shall remain present throughout the time required for joint measurements.
- 6.1.4.0 If the Contractor absents him-self for any reason whatsoever on any date appointed for joint measurements, the joint measurements shall be taken by the Site Engineer in the absence of the Contractor and the measurements signed by the Site Engineer shall be final and binding upon the Contractor.
- 6.1.5.0 Measurements shall be signed and dated on each page by the Contractor/Contractor's representative and Site Engineer Site Engineer's representative. If the Contractor objects to any of the measurements recorded, including the mode of measurement, such objection shall be noted in the measurement book against the item objected to and such note shall be signed by the Contractor/Contractor's representative and Site Engineer/Site

Engineer's representative. In the absence of any noted objection as aforesaid, the Contractor shall be deemed to have accepted the relative measurements as entered in the Measurement Book/Sheets and shall be barred from raising any objection in respect of any measurements recorded in the Measurement Book.

6.1.6.0 All measurements relative, to which any objections have been noted in the Measurement Book shall be submitted to the Engineer-in-Charge for his decision, and the decision of the Engineer-in-Charge relative thereto (whether on the correct measurement to be adopted or on the mode of measurement to be adopted) shall be final and binding upon the Contractor.

6.2.1.0 **FINAL BILL:**

6.2.1.0 On the basis of the Final Measurements entered in the Measurement Books/Sheets (the measurements decided by the Engineer-in-Charge, upon any objection, and/or mode of measurement decided by the Engineering-in-Charge, upon any objection being the measurement to be adapted in such event), the Contractor shall prepare a Final Bill in the prescribed form with reference to the total work covered by the Contract. Such Bill to be drawn up by applying the applicable rate(s) specified in the Schedule of Rates to the relative measured quantity(ies).

6.2.1.1 In the event of there being any difference or disputes between the Contractor and- the Owner as to the item(s) of the Schedule of Rates applicable to any particular supply, work or operation either the Contractor or any representative of the owner shall apply to the Engineer-in-Charge on the applicable item(s) of the Schedule of Rates and the decision of the Engineer-in-Charge on the applicable item(s) Of the Schedule of Rates shall be final and binding upon the Contractor. If the Engineer-in-Charge shall be of opinion (which opinion shall be final and binding upon the Contractor) that the disputed supply. work or operation is not covered by any item in the Schedule of Rates, the Engineer-in- Charge shall determine the applicable rate(s) in respect thereof, according to the provisions of Clause 2.4.1.2 hereof and the rate(s) so determined by the Engineer-in-Charge shall be final and binding on the contractor.

6.2.1.2 If the Contractor has already prepared the Final Bill, the Contractor shall amend the Final Bill to apply the applicable item(s) of the Schedule of Rates and/or rate(s) as determined by the Engineer-in-Charge and if the Contractor has not prepared the Final Bill, shall prepare the Final Bill accordingly.

6.2.2.0 The Final Bill shall, in addition to the payment entitlements arrived at according to the provisions of Clause 6.2.1.0 thereof and associated clauses above, include therein all additional claims of the Contractor as provided for in Clause 6.6.3.0 hereof.

6.2.3.0 The Final Bill shall be submitted to the owner for payment in quintuplicate (or in such other number of copies as the Owner may prescribe) accompanied by the Completion Certificate relating to the work covered by the Final Bill.

6.2.4.0 All monies payable under the Contract shall become due and payable to the Contractor, only after submission to the owner of the final Bill prepared in accordance with the

provisions of Clauses 6.2.1.0 hereof and associated provisions hereunder accompanied by the Completion Certificate in respect of the works.

6.2.5.0 Payment of the amount(s) due on the Final bill to the extent admitted by the owner shall be made within 90 (ninety) days from due date as specified in Clause 6.2.4.0 hereof.

6.2.5.1 All payments due to the Contractor on the Final Bill shall be subject to deduction of the Relation monies as provided for in clause 2.1.3.0 and other dues from Contractor to Owner, Income Tax as provided for in section 194-C of the Income Tax Act and other taxes and deductions as provided for under any law, rule or regulation having the force of law for the time being applicable.

6.3.0.0 SCHEDULE OF RATES:

6.3.1.0 The remuneration determined as due to the Contractor by application of the Schedule of rates to the Final Measurement as provided for in Clause 6.2.1.0 hereof and associated provision there under shall constitute entirely the remuneration and entitlement of the contractor in the respect of the work under the Contractor under the Contract.

6.3.2.0 Without prejudice to the generally of the provisions of Clause 6.3.1.0 hereof, the Schedule of rates shall be deemed to include and cover.

(i) All costs, expenses, outgoing and liabilities of every nature and description whatsoever and all risks whatsoever (foreseen or unforeseen) to be taken or which may occur in or relative to the execution, completion testing and / or handing over the work to the owner and /or in relative to acquisition, loading, unloading, transportation, storing, working upon, using, converting, fabricating, erecting any item, equipment, material or component in or relative to the works and the Contractor shall be deemed to have known the nature, scope, magnitude and the extent of the works and items, materials, equipment, and components required for the proper and complete execution of the works though the Contract Documents may not fully and precisely set out, describe or specify them; and the generality hereof shall not be deemed to be anywise limited, restricted or abridged because in certain case the Contract documents or any of the shall or may and/ or in other cases they shall or may not expressly state that the Contractor shall do or perform any particular work or operation or supply and particular item, article or material or perform any particular labour or service or because in certain cases the Contract Documents state a particular work, operation, supply labour or service shall be performed/made by the Contractor at his own cost or without additional payment, compensation or charge or without entitlement of claim against the Owner or words to similar effect and in other cases they do not OR because in cases it is stated that the same are included in or covered by the Schedule of Rates and in other cases it is not so stated;

(ii) The cost of all constructional plant, equipment, supply of water and power, construction of temporary roads and access, temporary works, pumps, wiring, pipes, scaffolding, shuttering and other materials, supervision, labour, insurance, fuel, stores spares, supplies, appliances and other materials, items, articles and things whatsoever (foreseen or unforeseen) to be supplied, provided or arranged

by the Contractor in or relative to or in connection with the performance and/or execution of each item specified in the Schedule of Rates and any related or incidental works or operations by expression or implication involved therein or incidental thereto, complete in every respect in accordance with -the Contract-Documents, and the plans, drawing, designs, order and/or Instructions.

- (iii) The cost of all royalties, license fees or other fees, duties, penalties, levies and damages whatsoever payable for or in respect of any protected or patented goods, materials, equipment or processes employed in or relative to the works and all rents, royalties, license fees and any other fee, duty, penalty, levy, loss or damages payable on the excavation, removal or transportation of any material or acquisition or use of any right of way or other rights, licenses, permits, privileges or usages required for or relative to the performance of the works;
- (iv) Customs duties, excise duties, stamp duties, and other duties, sales tax and other direct and indirect taxes, quay and port dues or charges, and all other duties, taxes, fees, charges, levies, octroi and/or cases whatsoever imposed, by the Central Government or State Government or Municipal and Local Bodies or other Authorities whatsoever payable on any materials and/or works supplied or performed (including materials incorporated in the works or brought to site for the performance of the work) without any entitlement to the Contractor for any exemption, remission, refund or reduction thereof;
- (v) The cost of all indemnities to- the Owner and insurance premia on insurance required in terms of the-Contract Documents or otherwise under 'any law, rule or regulation, and the cost of all risks of whatsoever (foreseen or unforeseen) including but not limited to risks of delay or extension of time or reduction or increase in the work or scope of work and/or cancellation of Contract and/or accidents, strike, civil, commotion, war, labour trouble, third party breach, fire, lightning, inclement weather, storm, tempest, flood, earthquake and other acts of God, Government regulation or imposition or restriction, dislocation of road, rail and other transport, access or facilities; flooding of site and/or access/roads/ approaches thereto, suspension of work, sabotage and other cause whatsoever;
- (vi) The Cost of all materials supplied to the Owner and/ or intended for incorporation in the works delivered to the job site and as instructed by the Engineer-in-charge, including (But not limited to) loading, Transportation, and unloading thereof, waste on materials and returns of empties;
- vii) The Cost of all escalations (Foreseen and unforeseen) including but not limited to increase in Government taxes and dues, labour Cost and materials cost;
- viii) All supervision charges, establishment overheads, finance charges, and other costs and expenses of and charges to the contractor and Contractors profit of and relative to the work.

6.3.3.0 The Rates stated in the Schedule of Rates not be subject to escalation or increase on any account whatsoever.

- 6.3.4.0 Notwithstanding any provision to the contrary in these Conditions the Engineer-in-charge may at his absolute discretion agree to accept as complete any incomplete work or item of Work or any defective work or item of work or any work or item of work performed by the Contractor at variance with the specification, subject and upon the terms and conditions of the Clause. Upon such acceptance in writing by the Engineer-in-charge, such work shall be deemed to have been accepted as complete (But without prejudice to any other right(s) of the Owner or obligation(s) of the Contractor relative thereto under the Contract) subject to the terms and Conditions of this Clause.

The Condition of such acceptance shall be that the work/item of work concerned shall be deemed to be a work not covered by the schedule of Rates within the meaning of Clause 2.4.1.2 hereof, and the Contractor shall be entitled to remuneration thereof only as determined by the Engineer-in-Charge in the accordance with provisions of Clause 2.4.1.2 hereof and the provisions of the said clause shall in all respects mutatis mutandis apply to such work and the determination of the remuneration to the Contractor in respect thereof.

6.4.0.0 ON ACCOUNT PAYMENTS:

- 6.4.1.0 Without prejudice to the provisions of Clause 6.2.1.0 hereof the Owner may at its discretion by way of assistance to the Contractor, make on account payments to the Contractor, during the progress of the work on the basis of Running Account Bill as hereinafter more specifically mentioned.
- 6.4.1.1 Monthly or otherwise as the Engineer-in-Charge may specify in this behalf, the Contractor shall make a quantitative assessment of the work performed by Contractor at each job site during the preceding month or other specified period and submit a Running Account Bill (in the form prescribed by the Owner) in quintuplicate to the Site Engineer of the work during the said month/period with detailed measurements thereof, the said Running Account Bill(s), to be drawn by applying unit quantities measured to the applicable item(s) in the Schedule of Rates. The Engineer-in-Charge shall thereafter have summary verification Undertaken of the work and quantities entered in the Running Account Bill(s) and shall certify the running account for payment on basis of such Verification.
- 6.4.1.2 Running Account Bills as specified in Clause 6.4.1.1 hereof may be drawn by the Contractor every alternate month, and an ad hoc payment made by the Owner in respect of the intervening month for the amount certified by the Engineer-in-Charge on the basis of a summary assessment made by the Engineer-in-Charge of the value performed by the Contractor during the intervening month, such ad hoc payment(s) to be deducted from the amount(s) certified by the Engineer-in-Charge as payable on the Running Account Bill(s) thereafter following.
- 6.4.1.3 Where the contract stipulates a lump sum as payable for the work or where a lump sum rate is stipulated in the Schedule of Rate(s) in respect of any particular work or part thereof and the works are not at any intervening stage capable of measurement the Owner may at its discretion pay on a Running account bill prepared by the contractor according to the provision of Clause 6.4.1.1 hereof, a percentage of the lump sum provided for the entirety of the work or item of the work as the case may be on the basis of a value

assessment such work certified for payment by the Engineer-in-Charge.

- 6.4.1.4 No Running Account Bill(s) shall be made and/or certified for a total value of less than Rs. 10,000 (Rupees Ten Thousand) only.
- 6.4.2.0 The amount certified for payment *by* the Engineer-in-Charge on any Running Account Bill or otherwise within the provisions of Clause 6.4.1.1 to 6.4.1.3 hereof shall be conclusive for the determination of any on account payments as envisaged in Clause 6.4.1.0 and no claim be entertained by the Owner contrary thereto or in contradiction thereof.
- 6.4.3.0 All on account payment shall be subject to deduction therefrom all dues to the owner retention monies and Other deductions provided for in the Contract, and taxes and other monies deductible within the provisions of Section 191-C of the Income Tax Act or any other law, rule or regulation for the time being in force.
- 6.4.4.0 All on account payments shall be regarded merely as advance payments against the amount due to the contractor in terms of the contract, and any such Payment shall be without prejudice to the full rights of the Owner under the Contract and the liabilities of the Contractor thereunder, and specifically shall not be regarded as an acceptance or completion of any works paid for in terms of any running account bill or otherwise notwithstanding any verification certification by the Engineer-in-Charge in respect thereof.
- 6.4.4.1 The schedule of rate(s) applied by the Contractor in respect of any work in his Running Account bill(s) of acceptance hereof by the Engineer-in-Charge in verifying the Bill in respect of such work or otherwise in certifying any payment within the provisions aforesaid shall not be deemed to be binding upon the owner as determining the applicable Schedule of Rate item(s) and shall be without prejudice to the rights of the Owner within the provisions of Clause 6.2.1.1 hereof.
- 6.4.5.0 Nothing provided in the foregoing clause hereof shall anyway be deemed to confer any right or entitlement on the Contractor to receive on account payments, nor shall any failure or delay by the Owner to make any on account payments as herein envisaged or otherwise afford the Contractor a ground or basis for-extension of time for completion or otherwise relieve the Contractor from any of his liabilities under the contract.
- 6.5.0.0 **MODE OF PAYMENT:**
- 6.5.1.0 All payments made under or in terms of the Contract shall be paid in Indian currency, payment to be made by crossed "Account Payee" cheque sent to the registered office of the Contractor or office notified in this behalf by the Contractor. All cheques drawn shall be payable at the office of the owner's bankers and in no case will the Owner be responsible if the cheque of mislaid, misappropriated otherwise lost or stolen.
- 6.6.0.0 **CLAIMS BY THE CONTRACTOR**
- 6.6.1.0 Should the Contractor consider that he is entitled to any extra payment or compensation in respect of the works over and above the amounts due in terms of the Contract as specified in Clause 6.3.1.0 hereof or should the Contractor dispute the validity of any deductions made or threatened by the Owner from any Running Account Bills or any payments due to him in terms of the Contract, the Contractor shall forthwith give notice in

- writing of his claim in this behalf to the Engineer-in-Charge and the Site Engineer within 10 (ten) days from the date of the issue of orders or instructions relative to any works for which the Contractor claim such additional payment or compensation, or on the happening of other event upon which the Contractor bases such claim, and such notice shall give full particulars of the nature of such claim, grounds on which it is based, and the amount claimed. The Contractor shall not be entitled to raise any claim nor shall the Owner anyway be liable in respect of any claim by the Contractor unless notice of such claim shall have been given by the Contractor to the Engineer-in-Charge and the Site Engineer in the manner and within the time foresaid and the Contractor shall be deemed to have waived any or all claims and all his rights in respect of any claim nor notified to the Engineer-in-charge and the Site Engineer in writing in the manner and within the time aforesaid.
- 6.6.2.0 The Engineer.-in-Charge and/or the Site Engineer shall be under no obligation to reply to any notice of claim given or claim made by the Contractor within the provisions aforesaid or otherwise or to otherwise reject the same, and no commission or failure on the part of the Engineer-in-Charge/Site Engineer to reject any claim made or notified by the Contractor or delay in dealing therewith shall be deemed to be an admission by the Owner of the validity of such claim or waiver by the Owner of any of its rights in respect thereof with the intent that all such claims otherwise valid within the provisions of Clause 6.6.1.0 read with Clause 6.6.3.0 and 6.6.3.1 shall be dealt with/considered by the Owner at the time of submission of the Final bill.
- 6.6.3.0 Any or all claims of the Contractor notified in accordance with the provision of Clause 6.6.1.0, hereof shall remain at the time of preparation of Final Bill by the Contractor shall be separately included in the Final Bill prepared by the Contractor in the form of a Statement of claims attached thereto giving particulars of the Contractor in the claim, grounds on which it is based, and the amount claimed and shall be supported by a copy(ies) of the notice(s) sent in respect thereof by the Engineer-in-Charge and the Site Engineer under Clause 6.6.1.0 hereof. In so far as such claim shall in any manner particular be at variance with the claim notified by the Contractor within the provision of Clause 6.6.1.0 hereof- it shall be deemed to be a "claim different" from the notified claim with consequence in respect thereof indicated in Clause 6.6.1.0 hereof, and with consequences in respect of the notified claim as indicated in Clause 6.6.3.1 hereof.
- 6.6.3.0 Any and all notified, claims not specifically reflected and -included in the Final Bill in accordance with the provisions of Clause 6.6.3.0 hereof shall be deemed to have been Waived by the Contractor, and the Owner shall have no liability in respect thereof and the Contractor shall not be entitled to raise or include in the' Final Bill any claim(s) other than a notified claim conforming in all respects in accordance with the provisions of Clause 6.6.3.0 hereof.
- 6.6.4.0 No claim(s) shall on any Account be made by the Contractor after the final Bill, with the intent the Final Bill prepared by the Contractor shall reflect any and all claims whatsoever of the Contractor against the Owner arising out of or in connection with the Contract or work performed by the Contractor thereunder or relation thereto, and the Contractor_ shall notwithstanding any enabling provision in any law or Contract and notwithstanding

any claim in quantum merit that the Contractor could have in respect thereof, be deemed to have waived any and all such claims not included in the Final Bill and to have absolved and discharged the Owner from and against the same, even if not including the same as aforesaid, the Contractor shall have acted under a mistake of law or fact.

6.6.5.0 Notwithstanding the existence of any claim by Contractor in terms hereof or otherwise the Contractor shall continue and perform the works to completion in all respects according to the Contract unless the- Contract or works be priory determined by the Owner in terms hereof and shall remain liable and bound in all respects under the Contract.

6.6.6.0 The payment of any sum on account to the Contractor during the performance of any work or item of works in respect of which a claims has been notified by the contractor in terms of clause 6.6.1.0 hereof or the making or negotiation of any interim arrangements in respects of the performance of such works or item of works by the owner, shall not be deemed to be an acceptance of the related claims by the owner, or any part or portion thereof with intent that any such payments shall constitute merely a facility or assistance to the contractor and not an obligation upon the owner.

6.7.0.0 DISCHARGE OF OWNER'S LIABILITY:

6.7.1.0 The acceptance by the Contractor of any amount paid by the owner to the Contractor in respect of the. final dues of the Contractor determined in accordance with the provisions of Clause 6.3.1.0 hereof upon condition that the said payment , is being made in full and final settlement of all ,said dues to the Contract or shall,, without prejudice to the claim of the Contractor included in the Final Biff "in accordance with the provisions under Clause 6.6.0 0 hereof and associated provisions thereunder, be deemed to be in full and final satisfaction of all such dues to the Contractor notwithstanding any qualifying remarks, protest or condition imposed or purported to be imposed by the Contractor relative to the acceptance of such payment, with the intent that upon acceptance by the Contractor of any payment made as aforesaid, the Contract (including the arbitration clause) shall, subject to the provisions of Clause 6.8.2.0 hereof, stand discharged and extinguished except in respect of the notified claims of the Contractor included in the Final Bill and except in respect of the Contractor's entitlement *Ho* receive the unadjusted portion of the Security Deposit in accordance with the provision 6.8.2.0 hereof on successful completion of the defect liability period.

6.7.2.0 The acceptance by the Contractor of any amount paid by the Owner to the Contractor in respect of the notified claims of the Contractor included in the Final Bill in accordance with the. provisions of Clause 6.6.0.0 hereof and associated provisions thereunder upon the condition that such payment Is being made in full and final settlement of all claims of the Contractor shall subject to the provisions of Clause 6.7.3.0 hereof, be-deemed to be in full and final satisfaction of all claims of the Contractor notwithstanding any qualifying remarks, protest or 'condition imposed or purported to be imposed by the Contractor relative to the acceptance of such payment with the intent that upon acceptance by the Contractor of any payment made as aforesaid, the Contract (including the arbitration clause) shall stand discharged and extinguished insofar as relates to and/or concerns the claims of the Contractor.

6.7.3.0 Notwithstanding anything provided in Clause 6.7.1.0 and/or Clause 6.7.2.0 hereof, the Contractor shall be and remain liable for defects in terms of Clause 5.4.1.0 hereof and any indemnity to the Owner in terms of Clause 6.8.1.0 and shall be and remain entitled to receive the unadjusted balance of the Security deposit remaining in the hands of the owner in terms of Clause 6.8.2.0 hereof.

6.8.0.0 FINAL CERTIFICATE:

6.8.1.0 Within 15 (fifteen) days of the Contractor's application made after the expiry of the period defect liability provided for in Clause 5.4.1.0 hereof and satisfaction of liabilities of , the Contractor in respect thereof, the Engineer-in-Charge shall issue a Final Certificate to the Contractor certifying that the Contractor has performed his obligations in respect of the defect liability period in terms of Clause 5.4.1.0 hereof and until issue of such Final Certificate the Contractor shall be deemed not have performed such liabilities notwithstanding issue of the Completion Certificate or payment of the final bill by the owner.

6.8.2.0 Upon application for the Final Certificate, the Contractor shall be deemed to have warranted that it/he has fully paid and satisfied all claims for work, labour, materials, supplies, equipment and all other entitlement whatsoever touching or affecting the Contract, and to have undertaken to indemnify and keep indemnified the Owner from and against all claims, demands, debts, liens, obligations and liabilities whatsoever arising therefrom or relating thereto and upon issue of the Final Certificate, the Contractor shall be deemed to have released, acquitted and discharged the Owner from and against all claims (known or unknown), liens, demands or causes of action of any kind whatsoever arising out of relating to the Contract or otherwise howsoever touching or affecting the same and to have undertaken to indemnify and keep indemnified the owner from and against the same.

6.8.3.0 Within 15 (fifteen) days of application made by the Contractor in this behalf accompanied by Final certificate, or within 15 (fifteen) days to the passing of the Contractor's Final BUI by the Owner, which ever shall be the latter, the owner shall pay/refund to the Contractor the unadjusted balance (if any) of the Security Deposit for the time being remaining in the hands of the Owner, and upon such payment/refund, the Owner, shall stand discharged of all obligations and liabilities under the Contract.

6.9.0.0 CLAIMS OF OWNER:

6.9.1.0 No release/payments of any unadjusted balance of the Security Deposit by the Owner to the Contractor as aforesaid otherwise shall be deemed or treated as a waiver of any right(s) or claim(s) of the Owner or shall stop or prevent the Owner from thereafter making or enforcing any claims or any rights against the Contractor.

SECTION 7 TERMINATED

7.0.0.0 TERMINATION:

7.1.0.0 Notwithstanding anything elsewhere herein provident and in addition to any other right or remedy of the Owner under the Contract or otherwise (including the right of the Owner to claim compensation for delay in completion of the works within the provisions of Clause 4 4.0.0 hereof), the Owner shall be entitled to terminate the Contract by written notice at any time during the currency on or., after the occurrence of any one or more of the following events/contingencies, namely:

- (i) Default or failure by the Contractor of any of the obligations of the contractor of the Linder the Contract, including but not limited to: Failure to start commerce any work within 10 (ten) days of handing over the job site to the contractor, and in the event of more than one job site being involved, failure to start the work at each job site involved within 10 (ten) days of handing over of the concern job site to the contractor.
 - (a) Failure to commence any work at any job site in accordance with the time prescribed in this behalf in the Progress schedule.
 - (b) Failure to carry out or carry on the works or any of them to meet the Progress Schedule;
 - (c) Failure to provide at each job site sufficient labour material, equipment, machinery, temporary work and/or facilities required for the proper and/or due execution of the work or any part thereof.
 - (d) Failure to execute the works or any of them in accordance with the contract.
 - (e) Disobedience of any order or any instruction of the site engineer and/or Engineer-in-charge.
 - (f) Negligence in carrying out of the works or carrying out of work found to be unsatisfactory by the Engineer-in-charge.
 - (g) Abandonment of the works or any part thereof.
 - (h) Substantial suspension of the works or any part thereof for a period of 14 (fourteen) days or more without the authority of the Engineer-in-charge. Commission, permission or sufferance of any other breach of any of the terms, conditions or provisions of the Contract on the part of the Contractor to be paid, performed and/or observed:
 - (i) Failure to deposit the initial Security Deposit within 10 (ten) days of receipt by the Contractor of Acceptance of Tender;
 - (j) Failure to execute the Contract in terms of the. Form of Contract forming part of the Tender Documents within 10 (ten) days of notice in this behalf from the Owner
- (ii) If the Contractor is incapable of carrying put the work;
- (iii) If the Contractor misconduct himself in any manner;

- (iv) If there is any change in the constitution of the Contractor (if a firm) or in the circumstances or organization of the Contractor, which is detrimental to the interests of the owner;
- (v) Dissolution of the Contractor (if a firm) or commencement of liquidation or winding up (whether voluntary or compulsory) of the Contractor (if a company) or appointment of a receiver or manager of any of the Contractor's assets and/or insolvency or the Contractor (if a sole Proprietorship or of any partner of the Contractor (if a firm);
- (vi) Distress, execution, or other legal process being levied on or upon any of the Contractor's goods and/or assets;
- (vii) Death of contractor (if any individual).
- (viii) If upon any change in the partnership/constitution of a Contractor's organization (if a partnership) the Owner shall refuse to continue the Contract with the re-constituted firm;
- (ix) If the Contractor or any person employed by him shall make or offer for any purpose connected with the Contract any gift, gratuity, royalty, Commission, gratification or other inducement (whether money or in any the form) to any employee or agent of the owner;
- (x) If the Contractor shall assign or attempt to assign his interest or any part thereof in the Contract.

7.0.1.1 The decision of the General Manager as to whether any of the events/contingencies mentioned in Clause 7 0.1.0 hereof entitling the owner to terminate the Contract, has occurred or noted shall be final and binding upon the Contractor.

7.0.2.0 The notice of termination shall set forth, in addition to a statement of the reason or reasons for terminating the Contract, the time(s) and place(s) for conducting a survey and measurement of the work performed under the Contract up to the date of termination for the purpose of determining the final amount(s) due to the Contractor thereof. The reasons(s) for the termination stated in the notice of termination, shall be final and binding upon the Contractor.

7.0.3.0 For the purpose of measurements, the provisions of Clause 6.1.1.0 to 6.1.6.0 hereof shall apply. Only completed items of work shall be reckoned for the whether or not any works have been completed for the purpose of measurement shall be final and binding upon the Contractor. Incomplete items of works shall be measured only on the basis of materials supplied, and the decision of the Engineer-in-Charge as to the quantity of material involved in or relative to any incomplete works shall be final and binding upon the Contractor.

7.0.4.0 For the purpose of determining the amount due to Contractor in respect o the work, the provisions of Clause 6.2.1.0, 6.2.11, 6.2.1.2, 6.2.2.0 and 6.3.1.0 shall apply and the measurements taken shall for the purpose of such accounting be deemed to be final measurements and the Bill prepared by the Contractor on basis thereof shall be deemed to be the final bill, and no other amount(s) shall be due to the Contractor in respect

thereof, subject to the provisions of Clause 6.6.0.0 and associated clauses thereunder with regard to claims of Contractor.

7.0.5.0 Within 7 (seven) days of completion of the measurements, the Contractor shall clear the job site of all scaffold, wire, pipes, surplus materials, Contractor's labour, equipment and machinery and shall demolish, dismantle and remove all Contractor's site offices and quarters, and other temporary works, structures and construction and other items and things whatsoever brought upon or erected at the job site or on any land allotted to the Contractor by the Owner and not incorporated in the permanent works and shall remove all rubbish from the job site and the land allotted to Contractor and shall clear, level and dress the job site and said land to the satisfaction of the Engineer-in-Charge and shall put the Owner in undisputed custody and possession of the job site and all land allotted by the Owner to the Contractor.

7.0.6.0 Should the Contractor fail to comply with provisions of Clause 7.0.5.0 hereof in the manner and within the time specified therein, the owner shall have the right at the risks and costs of the Contractor in all respects to clear the job site of all scaffolding, wiring, pipes, surplus materials, contractor's labour, equipment and machinery and other materials and things and/or demolish/dismantle and remove all Contractor's site offices and quarters and other temporary works, constructions and erections whatsoever on or at the job site or on any land allotted to the Contractor by the owner and/or remove all rubbish from a job site, the land allotted to the Contractor and store, sell dispose of and/or otherwise deal with any and all material, equipment and machinery, etc., and other items and things aforesaid and recoveries of any demolition/dismantling as the owner shall in its absolute discretion deem it, and the Contractor shall forthwith on demand pay the owner the entirety of the cost/expenses of the Owner relative to the above together with 15% (fifteen percent) thereof to cover Owner's supervision, with right in the Owner (without prejudice to any other mode of recovery), to recover the same from the proceeds of any sale or disposal as aforesaid or any monies of the Contractor held by the Owner or dues of the Contractor AND the Contractor DOTH HEREBY irrevocably nominate constitute and appoint the Owner (with right to the owner to delegate any and all of its rights in terms hereof to such of its officers) and/or other persons) to it shall deem fit for and on behalf of and as attorney of the Contractor to do commit and sign all acts, deeds, matters and things as shall or may be necessary to be done committed and/or signed by the Owner to put into effect the provision of this clause with full right to enter into arrangements with third parties for or relative to the storage, sale and/or other disposal of any material equipment and machinery etc., and other items and things and things and to enter into or upon any of the Contractor's premises and to break open if necessary any locks bolts, fasteners, bonds or other devices restricting entry thereto and generally to another acts, deeds, matters and things as shall be necessary to give full effect to the provision of this clause:

(i) **PROVIDED ALWAYS that:**

The Owner shall be entitled, without prejudice to the foregoing and in addition thereto upon the Contractor failing to comply with the provisions of Clause 7.0.5.0 hereof after removing/dismantling from the job site or land allotted to the Contractor any of the

Contractor's scaffolding, wiring pipes, materials, temporary work and other items and things, by written notice to the Contractor, to require the Contractor to take delivery of lift' and/or clear the same within 7 (seven) days (or such other period as may be specified in said notice) of date of said notice, failing which the Owner shall abandon the same at the risks and costs of the Contractor and should the Contractor fail to take delivery of lift and/or clear the same within the period in this behalf specified in said notice, the owner shall be entitled at any time thereafter to abandon the same at the risks and cost of the Contractor, whereupon without prejudice to any other of the Owner) the Owner shall stand absolutely discharged and absolved in respect of all and any material, equipment, machinery and other items and things whatsoever abandoned as aforesaid;

- (ii) Notwithstanding anything to the contrary herein provided, nothing herein stated shall constitute the Owner as a trustee or bailee any the Contractor's material, equipment, machinery or other items or things removed cleared demolished, dismantled or abandoned as aforesaid, nor shall the Owner be bound in law or fact by any duty of care in respect thereof, with the intent "that all actions, dealings and disposals within the provisions of this clause shall be exclusively at the risks and liability of the Contractor (including relative to any loss or damage) and the Owner shall not be howsoever responsible, accountable or liable in respect thereof.

7.0.7.0 If any cause (including but not limited to resistance put up by the Contractor and/or his servants or agent or any court order consequent upon a suit or proceedings filed by the Contractor) the Owner is unable to fully take over possession of the entire work at any or all job sites within 7 (seven) days from the date of completion of the measurements as contemplated above, the Owner shall, in addition to all amounts, compensations and/or damages recoverable from the Contractor in terms hereof included but not limited to Owner's entitlements under .Clause 4.4.0 0 and Clause 7.0.9.0 hereof) or otherwise entitled to recover from the Contractor liquidated damages in the amount equivalent to 1% (one percent) of the total contract value specified in the Acceptance of Tender for each week or part thereof that the said taking over of possession at any job site is delayed beyond the period of seven days specified above without any limitation as to quantum or percentage of such damages.

7.0.8.0 Notwithstanding anything provided in Clause 7.0 6.0 the Owner shall have the right at any time prior to the removal of the same from the job site, to take possession of such of the Contractor's materials at any and all job sites as the Owner shall deem fit, and the Contractor shall be entitled to compensation for any such material taken over as for surpluses within the provisions of Clause 3.1.5.0 (xviii) and (xix) hereof (and the provisions thereof shall mutatis mutandis, insofar as applicable apply thereto).

7.0.9.0 Upon termination of the Contract, the Owner shall be entitled at the risk and expense of the Contractor by itself or through any independent Contractors) or partly by itself and/or partly through independent Contractors) to complete to its entirety the work as contemplated in the scope of work and to recover from the contractor addition to any other amounts. Compensations or damages that the owner may in terms hereof or otherwise be entitled to (including compensation within the provisions of Clause 4 4.0.0

and Clause 7.0.7.0 hereof) the difference between the amounts :as would have been payable to the Contractor in respect of the work (calculated as provided for in Clause 6.2.1.0 hereof read with the associated provisions thereunder and Clause 6.3.1.0 hereof) ' and the amount actually expended by the Owner for completion of the entire work as aforesaid together with 15% (fifteen percent) thereof to cover Owner's supervision charges, and in the event of the latter being in the excess former, the Owner shall be entitled (without prejudice to any other mode of recovery available to the Owner) to recover the excess from the security deposit or any monies due to the Contractor.

- 7.1.0.0 No amount shall be due and payable to the Contractor upon or in the event of termination of the Contract unless and until the entirety of the works as contemplated in the scope of work shall have been completed in all respect to the satisfaction of the Owner and following such completion the defect liability period in respect thereof as herein otherwise provided for has lapsed and-all payments finally due on any account to the Owner and/or other Contractor(s) in respect of the balance works have been finally settled and the Owner has been discharged from all liabilities in respect thereof.
- 7 2.0.0 If upon the satisfaction the provisions of Clauses 7.0.9.0 and 7.1.0.0 hereof there shall remain in the hands of the Owner any excess/balance after all accounting and adjustment of ell dues from Contractor to the owner, the Owner shall forthwith pay over the excess/balance to the Contractor and in the event of the Security Deposit and other dues of Contractor in the hands of the Owner being insufficient to meet the dues of the owner as aforesaid, the Contractor shall forthwith on demand by the Owner pay the Owner the shortfall.

SECTION 8

MISCELLANEOUS

8.0.0.0 PERSONAL ACTS AND LIABILITIES:

- 8.0.1.0** No Director, officer or other employee of the Owner shall anyway be personally - bound or liable to the Contractor for the acts, omissions or obligations of the Owner under the contract otherwise or be personally answerable to the Contractor for or in respect of any default or omission in the performance of any act(s), deed(s), matter(s), or things to be observed and/or performed by the Owner under the Contract.
- 8.0.2.0** The Contractor shall not be entitled to any increase in the rate(s) mentioned in the Schedule of rates or any of them or to any other payment, right, benefit or claim whatsoever, by reason of any representation, explanation, statement, assurance; or understanding given or alleged to have been given to him by any officer or other employee of the: Owner, nor shall any Director, officer Whether employee of the owner be personally liable for or in respect of any representation, explanation, statement or assurance or understanding given or alleged to have been given by him to the Contractor or any other person relative to the Contract.
- 8.0.3.0** The contractor shall not circumstances pay or advance to any servant(s) or agent(s) of the: owner any sum or money on any account without prior authority of the Owner in writing and any such payment made or money advanced by the Contractor without such authority shall be entirely at the risks of the Contractor without any liability to the Owner in respect thereof.
- 8.0.4..0** Any money paid to any partner of the Contractor (if a firm) and any receipt, settlement, acknowledgement of liability or other document whatsoever signed by any one of the partners of the firm or erstwhile partner of the firm (without notice of the cessation of his interest) or any person held out to be a partner of the firm shall be binding upon the Contractor vi-a-vis the Owner and shall constitute a full release and discharge to the Owner and/or valid settlement, acknowledgement or obligation upon the Contractor, as the case may be and the owner shall not be concerned, with the application of any monies so paid or the authority of the concerned partner (or erstwhile purported partner) vis-à-vis the other partners to make the settlement, receipt, acknowledgement or other document(s) concerned provided always that the owner shall be entitled at its discretion at any time to call upon all the partners of the Contractor firm to sign any receipt, settlement, acknowledgement or other document(s) including any receipt, settlement, acknowledgement or other document signed by a partner (or erstwhile or purported partner) .as aforesaid, and all the partners of the firm shall, when called upon to do so by the Owner, forthwith sign the receipt, order, acknowledgement or other document required to be so signed.
- 8.1.1.0** The Contractor shall be exclusively liable for the payment of any and all taxes now or hereafter imposed, increase or modified in respect of any work done and/or materials

supplied and for the payment of all contributions and taxes for unemployment compensations, insurance and old age pension and annuity now or hereinafter imposed by the Central or any State Government or authority with respect to or covered by the wages, salaries or other compensations paid for persons employed or engaged by the Contractor and doth hereby undertake to indemnify and keep indemnified the owner from and against, the same and all claims/ actions, demands and payments whatsoever against the Owner howsoever arising there from or in connection therewith.

8.2.0.0 GOVERNMENT REGULATIONS:

8.2.1.1 The Contractor shall comply with and ensure strict compliance by his/its sub contractors, servants and agents of all applicable Central, State, Municipal and Local laws and regulations of any Central, State or Local bodies and authorities and undertakes to indemnify the Owner from and against all levies damages penalties, any payments whatsoever as may be imposed by reason of any breach or violation of any law, rule/or regulation whatsoever and all actions, claims and demands arising therefrom and or relative thereto.

8.3.0.0 LABOUR LAWS AND REGULATIONS:

8.3.1.0 The Contractor shall be responsible for strict compliance of and shall ensure strict compliance of its sub-contractors, servants and agents of all labour and other laws, rules or regulations having the force of law affecting the relationship of employer and employees between the Contractor/sub-contractors and their respective employees.

8.3.2.0 The Contractor and sub-contractor(s) of the Contractor shall obtain Authority(ies) designated in this behalf under any applicable law, rule or regulation including but not limited to the Factories Act and Labour (Abolition and Regulation) Act, 1970 (insofar as applicable)] any and all such license(s) consent(s), registration(s) and/or other authorization(s) as shall from time to time be or become necessary for or relative to the execution of the work or any Part thereof or the storage or supply of any material(s) or otherwise in connection with the performance of the Contract, and shall at all times observe and ensure due observance by the-sub-contractor servants and agents of all term conditions of the said license(s), consent(s), regulation(s) and other authorization(s) and laws, rules and regulations applicable thereto.

8.3.3.0 The Contractor shall ensure that wages are paid by himself or by his subcontractors to their workmen directly without the intervention of any Jamadars or Thekedars and that no amount by way of commission or otherwise is" deducted or recovered by the Jamadars from the wages of the workmen.

8.3.4.0 The owner shall be entitled at all times to carry out any check(s) or inspection(s) of the Contractor's facilities, records & accounts to ensure that the provisions of the Labour Laws and Regulations are being observed by the Contractor and that the workmen are not denied "the rights' and benefits to which they are entitled under such provisions. Any violation "shall, without prejudice to any other rights or remedies available to the Owner, constitute a ground for termination of the Contract as though specifically set forth under Clause 7.0.1.0 thereof

- 8.3.5.0 Nothing in the Contract Documents stated shall anyway constitute any workmen/employee of the Contractor or any sub-contractor as or to be workman/employee of the Owner, or place obligation or liability in respect of any such workmen/employees upon the owner.
- 8.3.6.0 The Contractor shall indemnify and keep indemnified the Owner from and against all actions; claims, demands and liabilities whatsoever under and in respect of the breach of any of the provisions of Clauses 8.3.1.0 to 8.3.3.0 and/or against any claim, action or demand by any workman/employees of the Contractor or any sub-contractor and/or from any liability anyway to any sub contractor under any Law, rules or regulation having the force of law including but not limited to claims against the Owner under the Workmen's Compensations Act, 1923v the Employees Provident Funds Act, 1952, and/or the Contract labour (Abolition & Regulation) Act 1970.
- 8.3.7.0** Owner reserves right to deduct any amount that becomes payable by the Contractor in respect of the labour being employed by him for executing the work awarded, under any Act or rules framed thereunder and in force from time to time. The same shall be recovered from bills payable to the Contractor as debt recoverable.
- 8.4.1.0 SAFETY REGULATIONS, ACCIDENT AND DAMAGE:**
- 8.4.1.0 The contractor shall be responsible at his own cost in and relative to performance of the work and contract to observe and to ensure observance by his sub contractors, agent and servants of the provisions of the safety Code as here in after appearing and all fire, safety' and security regulations-as may be prescribed by the owner from time to time and such other precautions and measures ,as shall be necessary and shall employ/deploy all equipment necessary to protect all works, materials, properties, structures, equipments, installations, communications, and facilities whatsoever from damage, loss or other hazard whatsoever (including but not limited to fire and explosion) and shall during construction and other operations minimize the disturbance and inconvenience to-the Owner, other contractors, the public and the adjoining land and property owners and occupiers, and crops, trees and vegetation and shall indemnify and keep indemnified the owner from and against all losses and damages and costs, charges and expenses and penalties, actions, claims,' demands, and proceeding whatsoever suffered or incurred by or against the owner as the case may be by virtue of any loss, alteration, displacement, disturbance or destruction or accident to any works, materials, properties, structures, equipments installations, communications and facilities and land and property, owner and occupiers and crops, trees and vegetations as aforesaid, with the intent that the Contractor shall be exclusively responsible for any accident, loss, damage, alteration, displacement, disturbance or destruction as aforesaid resultant directly or indirectly from any breach by the Contractor of his obligations aforesaid or upon any operation, act or omission of the Contractor or his sub-contractor(s) or agent(s) or servants(s).
- 8.4.2.0 The Contractor's liabilities under Clause 8.4.1.0 and otherwise under the Contract shall remain unimpaired notwithstanding the existence of any storage-cum-erection or other insurance covering any risk, damage, loss or liability for which the Contractor is liable to the Owner in terms of the foregoing sub-clause or otherwise and/or in respect of which the Contractor has indemnified the Owner, with the intent that notwithstanding the existence of such insurance, the Contractor shall be and remain, fully for all liabilities and

obligations under the Contract and indemnities to the owner and the owner shall not be obliged to seek recourse under such policy(ies) in preference to recourse against the Contractor or otherwise to exhaust any other remedy in preference to the remedies available to it under the Contract.

8.5.0.0 INDEMNITY AND INSURANCE:

8.5.1.0 The contractor shall at all times indemnify and keep indemnified the owner and its officers, servants and agents from and against all third party claims whatsoever including but not limited to property, loss and damage, personal accident, injury or death of/to property or person of any sub contractor and/or the servants or agents of the Contractor, any sub-contractor(s) and/or the Owner) and the Contractors shall at his own cost and initiative at all times up to the successful conclusion of the defect liability period specified in Clause 5.4.1.0 hereof take out and maintain insurance policies in respect of all insurable liabilities under this clause including but not limited to third party insurances and liabilities under the Motor Vehicles Act, Workmen's Compensation Act, Fatal Accidents Act, personal injuries Insurance Act, Emergency Risk Insurance Act and so other Industrial Legislation from time to time in force in India with insurance company(ies) approved by the Owner, and such policy(ies) shall be of not lesser limit than the limits hereunder specified with reference to the matters hereunder specified namely:

- a) Workmen's Compensation Insurance – to the limit to which compensation may be payable under the laws of the Republic of India.
- b) Third Party Insurance – body injury and property damage to the limit of not less than Rs. 1,00,000/- (Rupees one lakh only) in each accident at each job site and to a limit of not less than Rs. 5,00,000 (Rupees Five lakh only) for all accidents at all job sites.

Provided that the limits specified above shall operate only as a specification of minimum limits for insurance purposes, but shall not anyway limit the Contractor's liability in terms of this clause to the limit(s) specified.

8.5.2.0 Should the Contractor fail to take out and/or keep afoot insurance as provided for in the foregoing sub-clause, the owner shall be entitled (but without obligation to do so) to take out and/or keep afoot such insurance at the cost and expense of the Contractor and without prejudice to any other rights or remedies of the Owner in this behalf to deduct the sum(s) incurred here for from the dues of the Contractor.

8.6.0.0 TRAINING OF APPRENTICES:

8.6.1.0 The Contractor shall if and when called upon by the Engineer-in-Charge during the currency of Contract himself engage and/or procure engagement by his subcontractors) of such number of apprentices and for such period as may be required by the Engineer-in-Charge in this behalf. Such apprentices shall be trained in accordance with the provisions of the Apprentices Act, 1961 and any Other Act, rule and regulation having the force of law, regulating upon the employment of apprentices, and the Contractor shall be responsible at his own cost and initiative and without entitlement to any extra compensation or remuneration from the Owner in this behalf, to fulfill all obligations of the employer under the said Act, including liability for payment to apprentices as required thereunder.

8.7.0.0 RECORDS AND INSPECTION

8.7.1.0 The Contractor shall if and when required by the Engineer-in-Charge produce or cause to be produced before the Engineer-in-Charge or any other officer of the Owner designated by the Engineer-in-Charge in this behalf, for examination any cost or other book(s) account and/or other records and documents In the possession of the Contractor or any sub-contractor or subsidiary or associated firm or Company of the Contractor or any sub-contractor, and or copies of extracts thereof and/or other information or returns relative thereto (such returns to be verified in the manner prescribed by the Engineer-in-Charge or other officer aforesaid designated in this behalf) as may be required relative to the execution of the Contract or for verifying or ascertaining the cost of any material labour, service or item or thing whatsoever in connection with the Contract, and the decision of the Engineer-in-Charge or other officer designated in this behalf, as the case may be, as to whether any book, record, document, information or return is relevant for any of the purposes aforesaid, shall be final and conclusive.

8.7.2.0 Should the Engineer-in-Charge (whose decision in this behalf shall be final) consider it necessary for the purpose of verifying or ascertaining the cost of production or any item or thing to examine the works and/or records of the Contractor or any sub-contractor(s) or any subsidiary or associated firm or company of the Contractor engaged in the fabrication, manufacture or assembly of item or thing, the Contractor shall permit and/or facilitate such inspection by the Engineer-in-Charge or other officer of the Owner designated in the behalf by the Engineer-in-Charge and shall afford the Engineer-in-Charge or concerned officer all assistance as shall be necessary for the purposes.

8.8.0.0 PATENT AND ROYALTIES:

8.8.1.0 If any equipment, machinery or materials to be used or supplied or methods processes to the practiced for employed in the performance of this Contract is/are covered by a patent under which Contractor is not licensed, Contractor shall before supplying or using the equipment, machinery, materials, methods or process as the base may be obtain such license(s) and pay such royalty(ies) and licence fee(s) as may be necessary in connection with the performance of this Contract. In the event that the Contractor fails to pay such royalty or obtain such licence, the Contractor will defend at his own expense any suit for infringement of patent which is brought against the Contractor or the owner as a result of the failure, and shall pay any damages and costs awarded in such suit and will keep Owner indemnified from and against all other consequences thereof.

8.9.0.0 ARTCELES OF VALUE FOUND:

8.9.1.0 All gold, silver and other metals, minerals or ore of any kind or description and all precious and semiprecious stones and bearing earth, rock or strata, coins and other items and things whatsoever which shall be found under or upon the job site shall as between the Contractor and the Owner be the exclusive property of the Owner and the Contractor shall forthwith upon discovery thereof notify the Owner of such discovery with the detail of the item(s) or things discovered and pending directions by the Owner as trustee of the Owner to the satisfaction of the Engineer-in-charge.

8.10.0.0 MATERIALS OBTAINED FROM DISMANTLING:

8.10.1.0 Any material obtained by the Contractor consequent upon dismantling of any Contractor building, structure or construction whatsoever at the job site other than any building

structure or construction dismantled by the Contractor pursuant to the Contractor's liabilities, for defects as elsewhere herein provided shall be the exclusive property of the Owner.

8.11.0.0 LIENS AND LIABILITIES:

8.11.1.0 If at any time there is evidence of any lien or claim for which the Owner might be or become liable and which in terms of the Contract or otherwise is chargeable to the Contractor, the Owner shall have the right to retain out of any Payment then due or there after becoming due to the Contractor an amount sufficient to completely indemnify the owner against such lien or claim and should the Contractor dispute such lien or claim and/or if in the opinion of the owner such lien or claim be found to be valid (the owner's opinion in this behalf is final and binding upon the contractor), the owner may pay and discharge the same and deduct the amount so paid together with any legal and other costs, charges and expenses incurred by the Owner in defending any action and/or in obtaining legal advice or opinion relative to the lien, claim for action, from any monies then due or thereafter becoming due to the Contractor and/or retained as aforesaid, and if there is no money is due or retained as aforesaid or if the same be insufficient to satisfy the payments) aforesaid the Contractor shall on demand pay to the Owner the same and failing such payment within 10 (ten) days of demand by the Owner in this behalf shall be liable to pay interest on the amount due from the date of demand up to and until the date of Payment in full at the bank rate as applicable to the owner plus 1% (one percent) per annum and the provisions hereof (insofar as such notice shall be deemed to be necessary in addition to the contractual provision herein) shall be deemed to constitute a notice for the payment of interest under the provisions of the Indian Interest Act, 1839 and in determining such interest the certificate issued by any officer of the owner in a financial department of the owner shall be conclusive evidence of the bank rate of interest applicable to the owner.

8.12.0.0 COLLATION OF INDEBTEDNESS:

Without prejudice to any other rights or remedies of the owner and in addition to any other provisions thereof, the Owner shall be entitled to deduct out of the Security Deposit or any monies for the time being of the contractor in its hands and any payment then due or becoming due to the Contractor, any and all but of or in connection with the Contract

8.13.0.0 LIABILITIES FOR SUB-CONTRACTOR(S):

8.13.1.0 Without prejudice to any other liabilities or obligations of the Contractor relative to sub-contractor in terms hereof or otherwise, the Contractor shall require every sub-contractor to whom any portion of the work to be performed under the Contract has sub-contracted, to comply with the provisions of the Contract insofar as applicable to each sub-contractor, and the Contractor shall hold the owner harmless and indemnified from any and against all penalties action claim and demands and costs charges and expenses whatsoever arising out of or occasioned by failure of the Contractor or any sub-contractor(s) to make full and compliance with any of the terms and conditions of the contract.

8.14.0.0 **WAIVER**

8.14.1.0 It shall always open to the Owner by written communication to the Contractor to waive whole or part any right or the enforcement of any right or remedy which the owner may have against the Contractor or of any obligation which the Contractor may have hereunder **PROVIDED ALWAYS** that:

- i). No waiver shall be presumed or inferred unless made in a written communication by the Owner to the contractor and specifically communicated as a waiver.
- ii) No waiver of any right or part on one occasion shall be deemed to be a waiver or abandonment of that right for all occasions with the intent that a waiver once given shall be limited to the specific waiver and shall be without prejudice to the right of the owner to insist upon the strict adherence of the attendant obligation of the contractor and/or the future enforcement of the right by the owner in respect of the same and/or any other dependent obligation.

SECTION 9

ARBITRATION

9.0.0.0 **ARBITRATION:**

- 9.0.1.0 Subject to the- provisions of Clause 6.7.1 0 and .6.7.2.0 hereof any dispute or difference between the parties hereto arising out of any notified claim of the Contractor included in his Final Bill in accordance with the provision of clause 6.6.3.0 hereof and/or arising out of any amount claimed by the owner (whether or not the amount of claimed by the owner or any part thereof shall have been deducted from the final Bill of the Contractor or any amount paid by the Owner to the contractor in respect of the work)shall be referred to arbitration by a sole Arbitrator selected by the Contractor from a panel of three person nominated by the general manager.
- 9.1.1.0 The provisions of the Indian Arbitration Act, 1940 and all statutory re-enactments and modifications thereof and the rules made thereunder shall apply to all such arbitrations, subject to further to the following conditions:
- (a) The Arbitrator shall give his award separately in respect Teach claim;
 - (b) Insofar as any dispute or difference referred to arbitration shall relate to or involves any matter or thing in respect of which the decision, opinion or determination (howsoever expressed) f the Owner or General Manager or Engineer-in-Charge or Site Engineer or any other person has been expressed to be final in terms of the Contract, such decision, opinion and/or determination as the case may be, shall be binding upon the Arbitrator.
- 9.1.2.0 The Contractor and the Owner may % mutual agreement from the time to time enlarge the time within which the Arbitrator shall make and publish his award enlarged and the time for making and Publishing the awards shall accordingly stand enlarge.
- 9.1.3.0 No award shall be challenged, nor shall the Contractor refuse to make an appointment within the provisions of Clause 9.1.0 0 hereof on the mound that any person nominated by the General manager or appointed by the Contractor pursuant to the provisions of the said clause, is an employee of the owner is or Otherwise howsoever connected with the Owner.
- 9.2.0.0 Notwithstanding the existence of any arbitration in terms hereof or otherwise the Contractor shall continue and be bound to continue and perform the works to completion in all respects to the Contract (unless the Contract or works be determined by the owner), and the Contractor shall remain liable and bound in all respects under the Contract.

SECTION 10
SAFETY CODE

10.0.0.0 GENERAL:

10.0.1.0 Contractor shall adhere to safe construction practice and Guard against hazardous and unsafe working conditions and shall comply with Owner's safety rules as set forth herein

10.1.0.0 FIRST AID AND INDUSTRIAL INJURIES:

10.0.1.0 Contractor shall maintain first aid facilities for its employees and those of its sub-contractors.

10.1.2.0 Contractor shall make outside arrangements for ambulance service and for the treatment of industrial injuries Names of those providing these services shall be furnished to Engineer-in-Charge prior to start of construction, and their telephone numbers shall be prominently posted in Contractor's field office.

10.1.3.0 All critical industrial injuries shall be reported promptly to Engineer-in-Charge, and a copy of Contractor's report covering each personal injury requiring the attention of a physician shall be furnished to the owner.

10.2.0.0 GENERAL RULES:

10.2.1.0 Carrying Striking of matches, lighters inside the premises area, smoking within the premises, tank farm or dock limits are strictly prohibited Violators of the 'No Smoking' rules shall be discharged immediately. Within the operation area no hot work shall be permitted without valid gas safety /fire permits. The Contractor shall be held liable and responsible for all lapses of his sub- contractors' employees in this regard.

10.3.0.0 CONTRACTOR'S BARRICADES:

10.3 1.0 Contractor shall erect and maintain barricades required in connection with his operation to guard or protected. -

- (i) Excavation
- (ii) Hoisting areas
- (iii) Areas adjudged hazardous by Contractor's or Owner's inspectors.
- (iv) Owner's existing property liable to damage by Contractor's operations, in the opinion of Engineer-in-Charge/Site Engineer.
- (v) Railroad unloading spots.

10.3.2.0 Contractor's employees and those of its sub-contractors shall become acquainted with Owner's barricading practice and shall respect the provisions thereof.

10.3.3.0 Barricades and hazardous areas adjacent to but not located in normal routes of travel shall be marked by red flasher lanterns at nights.

10.4.0.0 SCAFFOLDING:

- 10.4.1.0 Suitable scaffoldings shall be provided for workman for all works that cannot safely be done from the ground or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1 in 4 (1 horizontal and 4 vertical):
- 10.4.2.0 Scaffolding or staging more than 12, above the ground or floor, swing or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise rewarded at least 3% high above the floor or platform or scaffolding or staging and along title entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from or structure.
- 10.4.3.0 Working platform, gangways and stairways should be so constructed that they should not sag unduly or unequally and if the height of the platform or the gangway or the stairway is more than 12 above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in Clause 10.4.2.0 above.
- 10.4.4.0 Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 3'.
- 10.4.5.0 Safe means of access shall be provided to all working platforms and other if working places. Every ladder shall be securely fixed No portable single ladder shall be over 30' in length while the width, between the side rails in rung ladder shall in no case be less than 11.5" inches for ladder up' to and including 10' in length for longer ladders this width would be increased at least 1/4 for each additional foot of length. Uniform step spacing shall not exceed 12". Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of-the site of work shall be so stacked or placed as to cause danger or inconvenience to any person or public. The Contractor shall also provide all necessary fencing and lights, to protect the workers and staff from accidents, and shall be bound to bear the expenses of defense of every suit, action or other proceedings, as law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay damages and costs which may be awarded in any such suit or action or proceedings to any such person, or which may with the person Contractor be paid to compromise any claim by any such person.
- 10.5.0.0 **EXCAVATION AND TRENCHING:**
- 10.5.1.0 All trenches 4 or more in depth shall at all times be supplied with at least on ladder for each 100' length or fraction thereof.
- 10.5.2.0 Ladder shall be extended from bottom of the trench to at least 3'3" above the surface of the ground. The site of the trenches which is 5 or more in depth shall be stepped back to give suitable slope, or securely held by timber bracing, so as to avoid the danger of sides to collapse. The excavated material shall not be placed within 5' of the edge of the

trench or half of trench depth whichever is more. Cutting shall be done from top to bottom under no circumstances undermining or undercutting be done.

10.6.0.0 DEMOLITION:

10.6.1.0 Before any demolition work is commenced and also during the process of the work all roads and open area adjacent to the work site shall either be closed or suitably protected.

10.6.2.0 No electric cable or cable or apparatus which is liable to sources of danger over a cable or apparatus used by the operator shall remain electrically charged.

10.6.3.0 All practical steps shall be taken to prevent danger to persons employed, from risk of fire or explosion or flooding. No floor or other part of the building shall be so overloaded with debris or material as to render it unsafe.

10.7.0.0 SAFETY EQUIPMENT:

10.7.1.0 All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be made available for the use to the persons employed on the site and maintained in a condition suitable for immediate use, and the Contractor should take adequate steps to ensure proper use of equipment by those concerned

10.7.2.0 Workers employed on missing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective gloves.

10.7.3.0 Those engaged in white washing and mixing or stacking of cement bags or any materials which are injurious to the eyes shall be provided with protective goggles.

10.7.4.0 Those engaged in welding and cutting works shall be provided with protective face and eye shields and gloves etc.

10.7.5.0 Stonebreakers shall be provided with protective goggles and protective clothing, and seated at sufficiently safe intervals.

10.7.6.0 When workers are employed in sewers and manholes, which are in use, the Contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into the manholes, and the. manholes so opened shall be cordoned off with suitable ~railing and provided with warning signals or boards to prevent accident to the public.

10.7.7.0 The Contractor shall not employ men below the age of 18 years and women on the work of painting or products containing lead in any form'. Wherever men above the age of 11 years are employed on the work of lead painting, the following precautions should be taken:

10.7.7.1 No paint containing lead or lead product shall be used except in the form of paste or readymade paint.

10.7.7.2 Suitable facemasks shall be supplied for use by the workers when paint is applied in the form of spray-or a surface or a surface having lead paint dry rubbed and scrapped.

- 10.7.7.3 Overall shall be supplied by the Contractor to the workman and adequate facilities shall be provided to enable the working painters to wash during and on cessation of work.

10.8.0.0 RISKY PLACES

- 10.8.1.0 When the work is done near any place where there is a risk of drowning, all necessary safety equipment shall be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

10.9.0.0 HOISTING EQUIPMENT:

- 10.9.1.0 Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions.
- 10.9.1.1 These shall be of good mechanical construction, sound materials and adequate strength and free from patent defect and shall be kept in good Condition bid In good working order.
- 10.9.1.2 Every rope used in hoisting or lowering materials or as a means-of suspension shall be of durable quality and adequate strength and free from patent defects.
- 10.9.1.3 Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to the operator.
- 10.9.1.4 In case of every hoisting machine and of every chain ring hook, shackle, swivel, and pulley block in hoisting or lowering or as means of suspension, the safe working load shall be ascertaining by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the 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.
- 10.9.1.5 In case of departmental machine, the safe working load shall be notified by the Engineer-in-Charge. As regards Contractors machines,' the Contractor shall notify the safe working load of the machine to the Engineer-in-Charge whenever he brings any machinery to site of work and get it verified by the Engineer-in-Charge concerned.

10.10.0.0 ELECTRICAL EQUIPMENT:

- 10.10.1.0 Motor, Gearing, Transmission, Electric wiring and other dangerous part of hoisting appliances shall be provided with efficient safeguards, hoisting appliance should be provided with such means as will reduce to the minimum. the risk of accidental descent of the load, adequate precautions shall be taken to reduce to the minimum the risk of any part of a suspended load becoming

accidentally displaced. When workers are employed on electrical installations, which are already energized, insulating mats, wearing apparel, such as gloves and boots as may be necessary shall be provided. The workers shall not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

10.11.0.0 MAINTENANCE OF SAFETY DEVICES:

10.11.1.0 All scaffolds Ladders and other safety devices mentioned or described herein shall be maintained in safe conditions and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near place of works.

10.12.0.0 DISPLAY OF SAFETY INSTRUCTIONS

10.12.1.0 These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at the work spot. The person responsible for compliance of the safety code shall be named therein by the Contractor

10.13.0.0 ENFORCEMENT OF SAFETY REGULATIONS:

10.13.1.0 To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the Contractor shall be open to inspection by the Welfare Officer, Engineer-in-Charge or Safety Engineer of the Owner or their representative.

10.14.0.0 NO EXEMPTION;

10.14.1.0 Notwithstanding the above Clauses 10.0.0.0 to 10.13.0.0 there is nothing in these to exempt the Contractor from the operations of any other Act rules in force in the Republic of India.

10.14.2.0 The works throughout including any temporary works shall be carried on in such a manner as not to interfere in any way whatsoever with the traffic on any roads or footpaths, at the site or in the vicinity thereto or any existing works whether the property of the Owner or of a third party.

10.14.3.0 In addition to the above, the Contractor shall abide by the safety code provision as per C.P.W.D. Safety Code framed from time to time.

10.14.4.0 The Contractor shall also arrange to obtain valid gate passes for his men and equipment from the concerned authorities of the Owner.

10.14.5.0 No man-material/equipment not covered by valid passes shall be permitted within the office premises and no material/equipment shall be permitted to be taken out of the office premises unless Authorized by the concerned authorities of the Owner. The Contractor shall be held fully responsible for any or all delays/losses/damages that may result consequent on any lapses that may occur on the part of his-sub-contractors/employees in this regard.

11.0 QUOTATIONS:

11.1 The tenderer shall quote for the jobs on the basis of the items entered in the Form Schedule of Rates, and shall quote separately for each and every items entered in the form of schedule of rates.

11.2 The prices quoted shall be all inclusive as provided for in respect of Schedule of rates in the General Conditions of Contract and the Owner shall not entertain any claim(s) for enhancement of the price(s) quoted on any account whatsoever.

11.3 In case suo-moto reduction are offered by the tenderers after opening of the price bids, the tenders are liable to be rejected.

12.0 INFORMATION:

12.1 The information given in the Tender Documents and the Plans and Drawings forming part thereof is merely intended as a general information without undertaking on the part of the Owner as to their accuracy and without obligation relative thereto upon the Owner. The tenderers are expected to conduct their own surveys and investigations prior to tendering.

12.2 The quantities indicated in the Form of Schedules of Rates with respect to the various items are only approximate and are intended merely as a general information without undertaking as to the correctness thereof and without any obligation relative thereto upon the Owner.

12.3 The tenderer shall before tendering and shall be deemed before tendering to have undertaken a thorough study of the proposed work, the job site(s) involved, the site conditions, soil conditions, the terrain, the climatic conditions, the labour power, material and equipment availability and transport and communications facilities; the availability and transport suitability or borrow areas, the availability of land for right of way and temporary office and accommodation, quarter, and all other factors and facilities necessary or relevant for the formulation of the tender, supply of materials and the performance of the work.

13.0 SIGNING OF THE CONTRACT:

The successful tenderers shall be required to execute a formal contract in accordance with the Form of Contract-within 10(ten) days from the date of receipt of Letter of Acceptance from the Owner, or such extended time as may be permitted by the Owner for the purpose to do so.

For and on behalf of
Petroleum Conservation Research Association

FORM CONTRACT

THIS CONTRACT made atthis
day of20.....BETWEEN Petroleum Conservation Research
Association having its registered office at Sanrakshan Bhawan, 10, Bhikaji Cama Place,
New Delhi – 110066 (Owner) (which expression) shall include its successors and assign)
of the one part AND.....
S/o..... carrying on business sole proprietorship/ carrying on
business in partnership under the names and style of
.....a Company registered in India under the Indian
Companies Act 1913/1956 having its registered office at
(hereinafter referred to as the “Contractor” which expression shall include his/ their/ its
executors administrator, representative and permitted assigns successors and permitted
assigns) of the other part.

WHEREAS

The PCRA desire to have executed the work of
..... more
specifically mentioned and described in the contract documents (hereinafter called the
“work” which expression shall include all amendments, therein and/or modification thereof)
and has accepted the tender of the Contractor for the said work.

NOW, THEREFORE, THIS CONTRACT WITNESS AS FOLLOWS:

ARTICLE 1

CONTRACT DOCUMENTS

1.1 The following documents shall constitute the contract documents, namely:

- (a) This contract
- (b) Tender documents as defined in the general instructions to tenders:
- (c) Letter of Acceptance to Tender along with Telegram of Intent

1.2 A copy of each of the Tender Documents is annexed hereto and the said copies
Have been collectively marked Annexure ‘A’ while a copy of the letter of acceptance
of Tender along with annexes thereto and a copy to Telegram of Intent dated
..... are annexed hereto & said copied have been collectively marked As
Annexure—‘B’

ARTICLE 2

WORK TO BE PERFORMED

- 2.1** The Contractor shall perform the said work upon the term and conditions and within the time specified in the Contract Documents.

ARTICLE 3

COMPENSATION

- 3.1** Subject to and upon the terms and conditions contained in the contract documents PCRA shall pay contractor compensation as specified in the contract document upon the satisfactory performance of the said work and/or otherwise as may be specified in the contract Document.

ARTICLE 4

JURISDICTION

- 4.1** Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit any and all action and proceeding arising out of or relative to the contract (include any arbitration in terms thereof) shall lie only in the court of competent Civil jurisdiction in this behalf at..... (where this contract has been signed on behalf of the Owner) to the exclusion of all other courts and only the said court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other courts.

ARTICLE 5

ENTIRE CONTRACT

- 5.1** The contract Documents mentioned in article -1 hereof embody the entire contract between the parties hereto, and the parties declare that in entering this contract they do not rely upon the previous representation, whether express or implied and whether written or oral, or any inducements, understanding or agreement of any kind not included within the contract documents and all prior negotiation, representation, contract and/or agreements and understanding are hereby canceled.

ARTICLE 6

NOTICES

- 6.1** Subject to any provisions in the contract documents to the contrary any notice or communication sought to be served by the contractor on the Owner with reference to the contractor shall be deemed to have been sufficiently served upon the owner (notwithstanding any enabling provisions under any law to the Contrary) only if delivered by hand or by Registered Acknowledgement due post to the Engineer-in charge as define in the General Condition of Contract.

- 6.2** Without prejudice any other mod to any other mod of service provided for in the Contract Documents or otherwise available to the owner any other notice order or other communication sought to be serve by the Owner on the Contractor. With reference to the Contract, shall be deemed to have been sufficiently served if delivered by hand or through Registered post acknowledgement due to the Principal office of the Contract at.....

ARTICLE 7

WAVIER

- 7.1** No failure or delay by the owner in enforcing any or remedy of the owner in items of the contract or any obligation or liability of the contractor in terms thereof shall be deemed to be a wavier of such right, remedy, obligation or liability, as the case may be, by the owner and notwithstanding such failure or delay, the owner shall be entitled at any time to enforce such right, remedy, obligation or liability, as the case may be.

ARTICLE 8

NON-ASSIGNABILITY

- 8.1** The contractor and benefits and obligation thereof shall be strictly personal to the contractor and shall not on any account be assignable or transferable by the contractor.

*IN WITNESS WHEREOF the parties here to have duly executed this contract in duplicate the place, day and year first above writing/while the contractor has executed these presents the day and year hereunder writing against the contractor's execution.

SIGNED AND DELIEVERED

For behalf of

PETROLEUM CONSERVATION RESEARCH ASSOCIATION

By.....

In the presence of

1.

2.

SIGNED AND DELIEVERED

For and behalf of

.....(Contractor)

by.....

E-TENDER NO. PCRA/EC/APSM/IITF-2017/T-05

(this day of.....19.....)

In the presence of

1

2

Strike off whichever is not applicable

FORM OF BANK GAURANTEE IN LIEU OF SECURITY DEPOSIT

Petroleum Conservation Research Association

Dear Sir,

In consideration of Petroleum Conservation Research Association (hereinafter called 'PCRA' which expression shall include its successors and assigns) having awarded certain work for and relative to PCRA Building Sanrakshan Bhawan 10 Bhikaji Kama place to

(Name and address of the Contract)

(hereinafter called the 'contractor which expression shall include its successors) upon certain terms and conditions inter alia mentioned in PCRA's letter of Acceptance No.Dated..... read with relative tender Documents (hereinafter collectively called the contract which expression shall included any formal contract entered to between PCRA and the contractor in supersession of the said letter of Acceptance and all amendments and/ or modifications in the contract) inclusive of the condition that PCRA may accept an Undertaking of a Schedule Bank in India in lieu of cash deposit of the security Deposit as provided for clause Of theforming Part of the said Tender Documents.

E-TENDER NO. PCRA/EC/APSM/IITF-2017/T-05

We,, a body registered/constituted under the having registered and head office at(hereinafter called the bank')at the request of the contractor and with the intent to bind the bank and (its successors and permitted assign) do hereby unconditionally and irrevocably undertake payment to PCRA at New Delhi of the unpaid balance of the security deposit up to an aggregate limits of Rs.....(Rupees.....only)

AND undertaking to pay PCRA on demand and without protest or demur or proof or condition the unpaid balance of said security deposit subject to the aggregate limits aforesaid of Rs.(Rupeesonly).

AND the bank doth hereby further agrees as follows:

- i) The undertaking herein contained shall remain in full force and effect during the period that would be taken for the performance of the said contract and for the claims of PCRA relative thereto be satisfy and/or discharge and until PCRA accordingly discharges this undertaking subjects however, that PCRA shall have no claim this undertaking after the midnight of 19 unless a notice of the claim under this undertakings have been served on the bank before the expiry of the said date.
- ii) PCRA shall have the fullest liberty without reference to the bank and without affecting in any way the liability of the bank under this undertaking at any time and/or from time to time to anywise vary the said contract and/or any of the terms and condition thereof or relative to the said security deposit or to extent time f or performance of the said contract in whole or part or to postpone for any time and/or from time to time any of the obligations of the Contractor and/or the powers or remedies exercisable by PCRA against the Contractor and either to enforce or forbear from enforcing any of the terms and conditions of or governing the said contract or the said security deposit or the securities available to PCRA or any of them/and the, bank shall not be released from its liability under these presents and the liability of the Bank shall remain in full force and effect notwithstanding any exercise by PCRA of the liberty with reference to any or all the matters aforesaid or by reason of time being given to the Contractor or any other forbearance act or omission on the part, of the Contractor or of any indulgence by PCRA to the contractor or of any other act, matter whatsoever, which under the law relating to sureties could have the affect of releasing the bank from its liability hereunder or any part thereof.
- iii) It shall not be necessary for PCRA to proceed against the Contractor before proceeding against the bank and the Undertaking herein contained shall be enforceable against the bank notwithstanding the existence of any other undertaking or security for any indebtedness of the contractor to PCRA (including relative to the said security deposit) and not. Withstanding that any such undertaking or security shall at the time when claim is made against the bank **OF** proceedings taken against the bank hereunder be outstanding or unrealized.

E-TENDER NO. PCRA/EC/APSM/IITF-2017/T-05

- iv) The amount stated by PCRA in any demand, claim or notice as the unpaid balance, of the said, security deposit for the time being shall as between the bank and PCRA for the, purpose of these presents be conclusive of the said balance.
- v) The liability of the bank to PCRA under this undertaking shall remain in full force and effect notwithstanding the existence of any difference or dispute between the contractor and PCRA, the contractor and the bank and/or the bank and PCRA or otherwise howsoever touching or affecting these presents or the liability of the contractor to PCRA, and notwithstanding the existence of any instructions or purported instructions by the contractor or any other person to the bank not to pay or for any cause withhold or defer payment to PCRA under these presents, with the intent that notwithstanding the existence of such difference, dispute or instructions, the bank shall be and remain liable to make payment to PCRA in terms hereof.
- vi) The Bank shall not revoke this undertaking during its currency except with the Previous consent of PCRA in writing and also agrees that any change in the constitution of the contractor or the bank or PCRA shall not discharge the Bank's Liability hereunder.
- vii) The bank doth hereby declare that Shri (Name of the Person signing on behalf of the Bank) who is (his designation) is authorised' to sign 'this Undertaking on behalf of the Bank and to bind the bank thereby.

Date this day of20.....

Your's faithfully

For

Signature.....

Name and Designation.....

Name of the Bank.....

NOTES

- 1.0** This Guarantee/undertaking is not be witnessed.
- 2.0** This Guarantee/undertaking is required to be Stamp as an agreement according to the stamp duty prescribed either in the State in which it is executed or at Delhi whichever is higher.

10. COMPOSITE BANK GUARANTEE FOR ADVANCE AND SECURITY DEPOSIT

THIS UNDERTAKING made this day of,..... 19.....
By..... (hereinafter called the "BANK", which expression shall include its successors and assigns) in favour of Petroleum Conservation Research Association (hereinafter called the "PCRA" which expression shall include its successors and assigns).

WHEREAS.....(NAME).....(Constitution) of
(Address) (hereinafter called the Contractor, which expression shall include its/his/their successor and assigns/executors administrators, representatives and assigns) has been awarded a contract in terms inter-alia o the Owner's letter of acceptance no.....dated..... for construction of.....or a total value of Rs..... (Rupees.....only) (hereinafter called the "Said Contract" which expression shall include any formal contract entered in to subsequent thereto or in supersession thereof and all modifications to and amendment in the said contract)

AND WHEREAS the PCRA agreed to advance the Contractor a sum of Rs.....(Rupees..... only) for utilization in the performance of the work covered by the said contract (hereafter referred to as the said advance" which expression shall include any and all further advances made by the PCRA to the Contractor with reference to the said Contract) on production o an undertaking from a Bank in respect o the said advance, which shall, without prejudice to any other mode o recovery available to PCRA be recoverable by deduction from the gross accepted value o the Running Account Bills and Final Bill o the Contractor commencing with the First Running Account Bill.

AND WHEREAS the Contractor is also required to furnish an undertaking from a Bank in lieu of cash deposit of 10% of the value of the Contract towards security deposit (hereinafter referred to as the "Security Deposit") valid till the end of the defect liability period as specified in the said Contract.

AND whereas the PCRA has agreed to accept a single undertaking from a Bank to cover both the said advance and the security deposit.

NOW, THEREFORE, in consideration of the promise foregoing and at the request o the Contractor, the Bank hereby irrecoverable and unconditionally undertakes to pay to PCRA at New Delhi forthwith on first demand without protest or demur or proof or reference to this undertaking up to an aggregate limit of Rs.....(Rupees.....only)

AND the Bank both hereby further agree as follows:

- (i) PCRA shall have the fullest liberty without reference to the Bank and without affecting in any way the liability of the Bank under this undertaking at any time and/or from time to time to anywise vary the said contract and/or any of the terms and conditions there of or

of the said advance and/or extend time for performance of the said contract and/or from time to time any of the said obligations of the Contractor and/or the rights, remedies or powers exercisable by PCRA against the Contractor and either to enforce or forbear from enforcing any of the terms and conditions of or governing the said contract and/or the said advance or the securities, if any or any of these available to PCRA and the Bank shall remain in full force and effect notwithstanding any exercise by the PCRA of the liberty with reference to any or all the matters aforesaid or by reason of time being given to the Contractor or any other of aberrance or omission on the part of PCRA or any indulgence by PCRA to the Contractor or of any other act, matter or thing whatsoever which under the law could (out for this provision) have the effect of releasing the Bank from its ability hereunder or any part thereof.

- (ii) It shall not be necessary for PCRA to proceed against the Contractor before proceeding against the bank and the undertaking herein contained shall be enforceable against the Bank as Principal debtor notwithstanding the existence of any security for any indebtedness of the Contractor to PCRA (including relative to the said advance or for the security deposit) and notwithstanding that any such security shall at the time when claim I made against the Bank or proceedings taken against the Bank hereunder be outstanding or unrealized.
- (iii) As between Bank and PCRA for the purpose of this undertaking the amount claimed or demanded by PCRA from the Bank with reference to this undertaking shall be final and binding upon the Bank as to the amount payable by the Bank to PCRA hereunder.
- (iv) The liability of the Bank to PCRA under this undertaking shall remain in full force and effect notwithstanding the existence of any difference or dispute between the Contractor and PCRA the Contractor and the Bank and/or the Bank liability of the Contractor and notwithstanding the existence of any instructions or uprooted instructions by the Contractor or any other person to the Bank not to pay or for any cause withhold or deter payment to PCRA under these presents with the intent that notwithstanding the existence of such deference, dispute or instruction the Bank shall be and remain liable to make payment to PCRA in terms herein.
- (v) This undertaking shall not be affected by any change in our constitution or that of the Contractor or PCRA or any irregularity in the exercise of borrowing powers by or on behalf of the Contractor.
- (vi) This undertaking shall be valid for all claims/demand made by PCRA to or upon us up to the midnight.....19 provided that the Bank shall upon the written request of PCRA extend this guarantee by a further period of six months.
- (vii) The bank doth hereby declare that.....who is the Designation) of the Bank is authorized to sign this undertaking on behalf of the Bank and to bind the Bank and the bank thereby.

Yours' faithfully

For.....

Name.....

Designation.....

.....