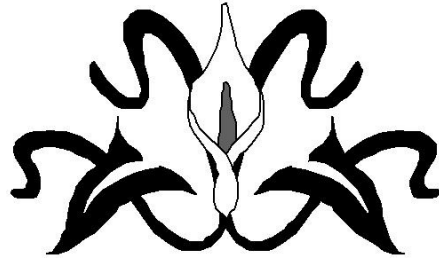


GENERAL CONDITIONS OF CONTRACT



GUJARAT NARMADA VALLEY FERTILIZERS & CHEMICALS LIMITED
(Registered Office: P. O. Narmadanagar, District: Bharuch - 392 015)

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SECTION - I

GENERAL INSTRUCTIONS TO THE TENDERERS

- 1.0** Gujarat Narmada Valley Fertilizers & Chemicals Limited (GNFC), a company registered in India under the Companies Act, 1956 and having its registered office at P.O. Narmadanagar, District: Bharuch - 392 015 (hereinafter referred to as the "Owner") invites tenders/ bids under sealed cover from bonafied, experienced Contractors of financial standing and reputation for the jobs relative to the proposed (Give the name of the Works) for the (Give the name of Project) and more specifically described in the tender documents, upon the terms and conditions mentioned in the tender documents.
- 2.0** "Owner" shall mean Gujarat Narmada Valley Fertilizers & Chemicals Limited.
- 3.0** The Tender Documents shall consist of the following:
- 1) Tender Notice.
 - 2) General instructions to the Tenderers.
 - 3) Special Conditions of Contract.
 - 4) General Conditions of Contract.
 - 5) Specifications.
 - 6) Plans (Exhibits to).
 - 7) Drawings (Exhibits to).
 - 8) Time Schedule.
 - 9) Form of Contract.
 - 10) Form of Tender.
 - 11) Form of Schedule of Rates.
 - 12) Addendum / Addenda to Tender Documents.
- 4.0 INSTRUCTIONS TO TENDERERS:**
- 4.1** Tender documents shall remain the property of the Owner and if obtained by one intending Tenderer, the same shall not be utilisable by another without the prior written consent of the Owner. Not more than ____ Copy /copies of tender documents shall be issued to any one intending Tenderer/ Bidder.

- 4.2 The Tender shall be completely filled in all respects and shall be tendered together with requisite information and annexure(s). Any tender incomplete, in any manner whatsoever, shall be liable to be rejected.
- 4.3 If the space in the Tender or any Schedule or Annexure thereto is insufficient, extra pages shall be separately added. These shall be consecutively page-numbered as also shall carry the tender document number and shall be signed by the tenderer and entered in the index for the Tender.
- 4.4 The Tender with a complete set of the tender documents shall be enclosed in a sealed cover addressed to the Tender Receiving Authority specified in the Tender Notice and the same shall be super scribed with the name of the Work and Tender Notice Number and sent by registered post to the Tender Receiving Authority, or put in the Tender Box designated for the specific work which will be located at the address specified in the Tender Notice.
- 4.5 The sealed Tenders must reach the above address before the time limit specified in the Tender Notice.
- 4.6 Tenderers shall set their quotations in firm figures and without qualifications or variations or additions in the terms of the tender documents. Tenders containing qualifying expressions such as "subject to minimum acceptance" or "subject to prior sale", or any other qualifying expressions or incorporating terms and conditions at variance with the terms and conditions incorporated in the tender documents shall be liable to be rejected.
- 4.7 The tender, as submitted, shall consist of the following :
- i. Complete set of tender documents duly filled in and signed by the tenderers as prescribed in different Clauses of the tender documents.
 - ii. Schedule of Rates in the form of Schedule of Rates.
 - iii. Earnest Money Deposit amounting to and in the manner specified in Clause 5.0 of Section - I hereof.
 - iv. Power of Attorney or other proof of authority (or a copy duly attested by a Gazetted Officer) of the person who has signed the tender, as required by Clause 4.12 of Section – I hereof.
 - v. Income tax clearance certificate and Sales tax clearance certificate in original or true copies duly attested by a Gazetted Officer.
 - vi. Information regarding Tenderers in the form annexed to the Form of Tender in quadruplicate.

- vii. Information regarding the tenderer's work of comparable nature in the form annexed to the Form of Tender in quadruplicate.
- viii. Information regarding construction, organisation and equipment in the form annexed to the Form of Tender in quadruplicate.
- ix. Solvency certificate from a Nationalised / Scheduled Bank.
- x. Any other documents required in terms of the Tender Notice.

4.8 Owner reserves the right to reject, accept or prefer any tender without assigning any reason whatsoever. The work may be split up between two or more tenderers or the tender may be accepted in a part only.

4.9 The tender shall be irrevocable up to the expiry of 4(four) months from the date of opening of tenders.

4.10 **Rates to be in Figures and words:**

The Tenderer shall quote in English, both in figures as well as in words, the rates and amount tendered by him in the Form of Schedule of Rates forming part of the tender documents, in such a way that interpolation is not possible. The amount for each item shall be worked out and entered and requisite totals given of all items. The tendered amount for the work shall be entered in the tender and duly signed by the tenderer.

If some discrepancies are found between the rates given in words and figures or the amount shown in the tender, the following procedure shall be followed:

- a. When there is difference between the rates in figures and words, the rate which corresponds to the amount worked out by the tenderer shall be taken as correct.
- b. When the rate quoted by the tenderer in figures and words tallies but the amount is incorrect, the rate quoted by the tenderer shall be taken as correct.
- c. When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate quoted in words shall be taken as correct.

In case of any totalling error, the same would not be taken cognisance of but the corrected total value would be adopted.

4.11 **Corrections and Alterations:** All corrections and alterations in the entries of tender papers shall be signed in full, by the Tenderer, with date. No erasures or over-writing shall be permissible.

4.12 **Signing of Tender:**

- 1) The tender shall contain the name, residence and place of business of the persons making the tender and shall be signed by the tenderer with his usual signature, Partnership firm shall furnish the full names of all partners in the tender, and shall annex a copy of the Partnership Deed to the Tender. It shall be signed in the partnership name by all partners or by duly authorised representative followed by name and designation of person signing. Tenders by Corporation(s) shall be signed by a person duly authorised to do so.
- 2) The person signing the tender shall state his capacity as also the source of his ability to bind the tenderer. The power-of-attorney or authorisation or other document constituting adequate proof of the ability of the signatory to bind the tenderer shall be annexed to the tender. The Owner may reject outright any tender unsupported by adequate proof of the signatory's authority.
- 3) When a tenderer signs a tender in language other than English the total amount tendered should in addition be written in the same language. The signature should be attested by at least one witness.

4.13 **Witness:** Names, Occupations and addresses of the Witnesses shall be stated below their signatures. Witnesses shall be persons of status.

4.14 **All pages to be initialled:**

All signatures in tender documents shall be dated as well. All pages of sections of tender documents shall be initialled at the lower right hand corner or signed wherever required in the tender documents by the tenderer or by a person holding power of attorney authorising him to sign on behalf of the tenderer before submission of tender.

4.15 **Canvassing:**

Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the tenderers who resort to canvassing shall be liable to rejection.

4.16 **Past Experience:**

Tenderer shall enclose documents to show that he has previous experience in having successfully completed in recent past, works of this nature together with names of Owners, sites & value of Contract.

4.17 The intending Bidder must possess valid and subsisting permissions and licenses for engaging in/ performing the Works under the Contract, issued by the authorized agency/ authority.

4.18 Any Party/ Vendor/ Supplier/ Contractor having raised any dispute/ litigation/ Arbitration against/ with the Owner or having any past history of legal dispute with the Owner or any existing legal dispute going on in any court of law by or against the Owner, shall be liable to be disqualified from bidding/participating in the tender inquiry issued by the Company.

5.0 EARNEST MONEY:

5.1 The Tenderer shall as a condition for the consideration of the tender, pay the sum specified in the Tender Notice in the manner specified therein. In the case of cash deposit, he shall attach the official receipt with the tender. The tender is liable to be rejected for failure to deposit Earnest Money in the manner aforesaid or for failure to furnish proof of having deposited Earnest Money, along with the tender.

5.2 The Earnest Money of the unsuccessful tenderer(s) shall be refunded without interest only after the award of the work is finalised and accepted by successful tenderer.

5.3 The Earnest Money deposited by the successful tenderer shall be retained towards Security Deposit as elsewhere in the tender documents provided for the fulfilment of the Contract, but shall be forfeited if the successful tenderer fails to deposit or furnish the requisite initial security deposit as specified in the General Conditions of Contract and / or fails to commence work at each job site within(10) days of handing over of the job site or any part thereof to him and/or fails to execute the Contract in accordance with the Form of Contract within (10) days of receipt of Letter of Acceptance in this behalf from the Owner or such extended period as may be permitted by the Engineer-in-Charge for this purpose.

6.0 TIME FOR COMPLETION:

The time allowed for completion of the work is as shown in the Time Schedule. Time shall be reckoned from the date of acceptance of Tender. The successful tenderer(s) shall commence work at each job site within ten (10) days of the job site or any part thereof being handed over to him.

7.0 ADDENDA:

7.1 Addenda to the tender documents may be issued prior to the date of opening of the tenders to clarify documents or to reflect modification in the design or Contract terms.

7.2 Such addendum(s) issued shall be distributed in duplicate, to each person or organisation to which a set of tender documents has been issued. Each recipient will retain one copy of such addendum(s) for submission along with his tender and return one signed copy to the authority inviting tenders as acknowledgment of receipt of the addendum. All such addendum(s) issued shall form part of tender documents.

8.0 QUOTATIONS:

- 8.1 The tenderer shall quote for the jobs on the basis of the items entered in the Form of Schedule of Rates and shall quote separately for each and every item entered in the Form of Schedule of Rates.
- 8.2 The prices quoted shall be inclusive of taxes/duties as provided for in respect of the 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.

9.0 INFORMATION:

- 9.1 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.
- 9.2 The quantities indicated in the Forms of Schedule of Rates with respect to the various items are only approximate and are intended merely as information without undertaking as to the correctness thereof and without any obligation relative thereto upon the Owner.
- 9.3 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 condition, the labour, power, water, material and equipment availability and transport suitability of borough areas, the availability of land for right of way and temporary office and accommodation quarters, and all other factors and facilities necessary or relevant for the formulation of the tender, supply of materials and performance of the work.

10.0 SIGNING OF THE CONTRACT:

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

For and on behalf of
Gujarat Narmada Valley Fertilizers & Chemicals Limited.

SECTION - II

DEFINITIONS

The following expressions 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 "**Acceptance of Tender**" shall mean Acceptance of the Tender issued by the Owner to the Contractor.
- 1.0.2.0 "**Agreed Variation**" shall mean the statement of Agreed Variation annexed to the Acceptance of Tender or a further Amendment annexed to the Contract forming part thereof.
- 1.0.3.0 "**Appointing Authority**" for the purpose of arbitration shall be the Managing Director of Gujarat Narmada Valley Fertilizers & Chemicals Limited or any other person so designated by the Owner.
- 1.0.4.0 "**Contract**" shall mean the totality of the agreements between the parties as derived from the Contract Documents.
- 1.0.5.0 "**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.
- 1.0.6.0 "**Contract Documents**" shall mean the Contract documents as defined in Article - I of the Form of Contract.
- 1.0.7.0 "**Completion Certificate**" shall mean the Completion Certificate issued by the Engineer-in-Charge within the provisions of Clause 5.3.0.0 of Section – VI hereof.
- 1.0.8.0 "**Defect Liability Period**" shall mean the defect liability period as specified in the Contract.
- 1.0.9.0 "**Engineer-in-Charge**" shall mean the person designated as such by the Owner and shall include those who are expressly authorised by him to act for and on his behalf for Operation of the Contract.
- 1.0.10.0 "**Final Certificate**" shall mean certificate issued by Engineer-in-Charge within the provisions of the Clause 6.8.0.0 of Section – VII hereof.
- 1.0.11.0 "**Final Test Certificate**" shall mean the Final Test Certificate issued by the Owner within the provisions of Clause 5.2.0.0 of Section - VI hereof.

- 1.0.12.0 **"Job Site"** shall mean the areas on which permanent works are to be executed or carried out and any other place provided by the Owner for the purpose of Contract and shall include a part of portion of the job site.
- 1.0.13.0 **"Managing Director"** shall mean the Managing Director of Gujarat Narmada Valley Fertilizers & Chemicals Limited or his successor in office as designated by the Owner or a person in-charge of his office.
- 1.0.14.0 **"Notified Claim"** shall mean a claim of the Contractor notified in accordance with the provision of Clause 6.6.1.0 of Section – VII hereof.
- 1.0.15.0 **"Owner"** shall mean Gujarat Narmada Valley Fertilizers & Chemicals Limited, a public company incorporated under the Companies Act 1956 (Act-I of 1956) having its registered office at P.O. Narmadanagar - 392 015, Dist. Bharuch and shall include its successors and assigns.
- 1.0.16.0 **"Order"** and **"Instruction"** 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.
- 1.0.17.0 **"Plans and Drawings"** shall mean maps, plans, tracings and prints forming part of 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 to the Contractor for the purpose and shall include any other drawings or plans in connection with the work as may from time to time be 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.
- 1.0.18.0 **"Progress Schedule"** shall mean the progress Schedule as defined in Clause 4.3.4.0 hereof read with Clause 4.3.9.0 of Section – V hereof, and shall in the event of separate Progress Schedule being prepared for separate job sites and / or groups of job sites or separate work and / or groups of work, include each of such Progress Schedules.
- 1.0.19.0 **"Running Account Bill"** shall mean a Bill for payment on account monies to Contractor in terms of Clause 6.4.1.0 of Section – VII hereof & related Clauses there under.
- 1.0.20.0 **"Security Deposit"** shall mean the Deposit as specified in Clause 2.1.0.0 of Section – III hereof and associated Clauses there under.

- 1.0.21.0 **"Schedule of Rates"** shall mean the Schedule of Rates annexed to Acceptance of Tender & shall include any remuneration payable to Contractor for any work, determined in accordance with conditions herein.
- 1.0.22.0 **"Sub Contractor"** shall mean any persons or firm or company (other than the Contractor) to whom any part of the work has been entrusted by the Contractor with the prior written consent of the Engineer-in-Charge.
- 1.0.23.0 **"Site Engineer"** shall mean the Engineer(s) for time being designated by the Engineer-in-Charge as Site Engineer for the work to be performed by the Contractor at any and/or all Job Sites.
- 1.0.24.0 **"Specifications"** 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) there under, and in the absence of any specifications as aforesaid covering any particular work or part or portion thereof, shall mean the relevant Indian Standard Institutions Specification for or relative to the particular work or part thereof, and in the absence of any Indian Standard Institution Specification covering the relative work or part or 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.
- 1.0.25.0 **"Total Contract Value"** shall up to calculation of the entire remuneration due to the Contractor in terms of the Contract on successful completion of the works mean the total Contract Value as specified in the acceptance of Tender and after calculation of the entire remunerations due to Contractor under the Contract of successful completion of the works shall mean the totality of such remuneration.
- 1.0.26.0 **"Tender Documents"** shall mean the Tender Documents specified in the General Instructions to tenderers.
- 1.0.27.0 **"Work"** and **"Scope of Work"** shall mean the totality of the work 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.
- 1.0.28.0 **"Works"** shall mean the product(s) of the work.

- 1.0.29.0 All headings of the Clauses in these General Conditions of Contract or otherwise in any Contract document 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.
- 1.0.30.0 Unless otherwise specifically stated, the masculine gender shall include the feminine and neutral genders and vice versa and the singular shall include the plural and vice-versa.

SECTION – III

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 and ambiguity in interpretation of Contract documents or error, omission or contradiction therein or in any of them, Contractor shall, prior to commencing the relative work, apply in writing to Engineer-in-Charge for his decision in resolution of the doubt, ambiguity or contradiction or correction of error or omission, as the case may be.
- 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 or 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 document shall be read as the said decision is and was at all 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 there under 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 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 given as an Agreed Variation to the relative term(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 of the various Clauses, but do not form part of the Contract Documents, with the intent that the Clause heading shall not govern the meaning or import of the Clauses there under appearing or confine or otherwise affect the interpretation thereof.
- 2.1.0.0 SECURITY DEPOSIT:**
- 2.1.1.0 The Contractor shall furnish Security Deposit in the amount equivalent to 5% (Five Percent) of 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.
- 2.1.2.0 The Contractor shall within 10(ten) days of the receipt of Acceptance of Tender, deposit with the Owner such sum which shall make at least 2% (two percent) of the Total Contract Value as specified in the Acceptance of Tender for the purpose of Security Deposit by one or more of the following modes namely :
- (i) The payment in cash or demand draft in the name of the Owner and/or (ii) By Bank Guarantee from any Nationalised Bank in the prescribed form as indicated in the General Data and/or (iii) By conversion of Earnest Money Deposit with Owner in cash into Security Deposit.
- 2.1.3.0 The balance Security Deposit being the difference between the amount to be deposited as per Clause 2.1.1.0 hereof and amount deposited under bills (in addition to any other deductions in terms of the Contract provided for or otherwise agreed to of a Sum equal to 5% (five percent) of the gross value of such bills, up to and until recovery of full Security Deposit to the extent specified in Clause 2.1.1.0 hereof.
- 2.1.4.0 All Security Deposit to be recovered or deposited shall be rounded up to next hundred rupees.
- 2.1.5.0 The Contractor may at anytime subsequent to deposit of Security Deposit in any of the modes as specified under Clause 2.1.2.0 hereof, with prior permission of the Owner, convert or substitute the Security Deposit from any one or more form(s)/ mode(s) to anyone of more form(s)/ mode(s) as specified in Clause 2.1.1.0 hereof.

2.1.6.0 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 utilise the Security Deposit in performance of 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. The release of Security Deposit shall be governed by the provisions of Clause 6.8.0.0 hereof.

2.1.7.0 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.

2.1.8.0 Right of the Owner to forfeit Security Deposit:

Whenever any claim against the Contractor for the payment of a sum of money arises out of or under the Contract, the Owner shall be entitled to recover such sum by appropriating in part or whole the Security Deposit of the Contractor. In the event of the security being insufficient or if no security has been taken from the Contractor, then the balance of the total sum recoverable, as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the Contractor. Contractor shall pay to the Owner on demand any balance remaining due.

2.1.9.0 ACTION WHEN WHOLE OF SECURITY DEPOSIT IS FORFEITED

In any case in which under any Clause or Clauses of the Contract, the Contractor has been forfeited of the whole of his security deposit (whether paid in one sum or deducted by instalments) or the Contractor has committed a breach of any of the terms contained in this Contract the Owner shall have power to adopt any of the following courses as he may deem best suited to its interest:

(a) To rescind the Contract (of which rescission notice in writing to the Contractor under the hand of the Owner shall be conclusive evidence) in which case the Security Deposit of the Contractor shall stand forfeited and be absolutely at the disposal of the Owner.

(b) To employ labour paid by Owner and to supply materials to carry out the work or any part of the work, debiting Contractor with the cost of labour, cost of Tools and Plants and equipment charges, the prices of materials of the amount of which cost and price, a certificate of Engineer-in-Charge shall be final and conclusive against the Contractor and 10% of costs as above to cover all department charge, and crediting him with the value of work done, in all respects in the same manner and at same rates as if it had been carried out by Contractor under the terms of this Contract. Certificate of Engineer-in-Charge as to the value of work done shall be final & conclusive against Contractor.

(c) To measure up the work of the Contractor and to take such part thereof as shall be unexecuted out of his hand to give it to another Contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original Contractor, if the whole work had been executed by him (of the amount of which excess, the certificate in writing of the Engineer-in-Charge shall be final and conclusive) shall be borne and paid by the original Contractor and may be deducted from any money due to him by the Owner under the Contract or otherwise or from his Security Deposit or from the proceeds of sale thereof or a sufficient part thereof.

In the event of any of the above courses being adopted by the Owner the Contractor shall have no claim to compensation for any loss sustained by him by reason his having purchased or procured any materials or entered into any agreements or made any advances on account of or with a view to execution of the work of the performance of the Contract. And in case the Contract shall be rescinded under the provision aforesaid, the Contractor shall not be entitled to recover or be paid any sum for any work therefore actually performed under this Contract unless and until the Engineer-in-Charge will certify in writing the performance of such work and the value payable in respect thereof and he shall be entitled to be paid the value so certified.

2.1.10.0 Contractor remains liable to pay compensation if action not taken under Clause 2.1.9.0.

In any case in which any of the powers conferred upon the Owner by Clause 2.1.9.0 hereof shall have become exercisable and then same had not been exercised, the non exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any further case of default by the Contractor for which any Clause or Clauses hereof he is declared liable to pay compensation amounting to the whole of his Security Deposit, and the liability of the Contractor for past and future compensation shall remain unaffected in the event of the Owner putting in force the powers under sub-Clause (a), (b) or (c) vested in him under the preceding Clause he may, if he so desires, take possession of all or any tools, plants, materials and stores in or upon the works or the site thereof belonging to the Contractor or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account at the Contract rates or in case of these not being applicable at current market rates to be certified by the Engineer-in-Charge whose certificate thereof shall be final, otherwise the Engineer-in-Charge may give notice in writing to the Contractor or his clerk of the works, foreman or other authorised agent requiring him to remove such tools, plant, materials or store from the premise (within a time to be specified in such

notice), and in the event the Contractor failing to comply with any such requisition the Engineer-in-Charge may remove them at the Contractor's expense or sell them by auction or private sale on account of the Contractor and at his risk in all respects without any further notice as to the date, time or place of sale and the certificate of the Engineer-in-Charge as to the expense of any such removal and the amount of the proceeds and expense of any such sale be final and conclusive against the Contractor.

2.2.0.0 PLANS & 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 visualise 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 costs 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 / drawing 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 provision of Clause 2.0.1.3 hereof shall mutatis mutandis apply to such clarification or correction.

2.2.2.1 Any work performed by Contractor in absence of such clarification / correction, shall be at Contractor's risks and responsibility and 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 there under relating to defective work 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 provision of 4.3.5.0 hereof and Clauses related thereto shall apply.

2.2.4.0 Copies of all plans and drawings relating to the 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 or 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 properties of the Owner and shall be returned by the Contractor to the Owner of the completion of the work(s) or prior determination of the Contract.

2.3.0.0 PLANS, DESIGNS AND 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) 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 plans / designs / drawings and 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 anyway absolve the Contractor of any of his obligations, responsibilities or liabilities under the Contract, inclusive of and relative to the utility and suitability of the Contractor's plans / drawings / designs / in the relative work(s) and the fulfilments of all specifications and performance guarantees of the consequent works, any such approval or suggestion by Owner as aforesaid being 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 /drawings / designs prepared by the Contractor together with similar sets of all revisions / amendment / 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 there on the number and date of each revision / amendment and of the communication of the Owner of any other agency appointed by the Owner for or relative to the approval thereof.

2.4.0.0 ALTERATION 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 Clauses there under 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 Clause 4.3.5.0 hereof & related Clauses with regard to extension of time, shall apply.

2.4.1.2 If such alteration or amendment shall, in the opinion of 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 Rates the rate(s) for the relative works / items shall be the rate(s) arrived at on the basis of such derivation. The opinion of Engineer-in-Charge as to whether or not the relative rates can be derived from the 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 rates 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(s) supplied by the Contractor and incorporated in the permanent works at the rate(s) prevailing in the market at the time of execution of work.
- c. Labour cost at rate(s) for labour prevailing in the region at the time of execution of work.
- d. 15% (Fifteen percent) of (b) and (c) above to cover Contractor's Supervision, overheads and profit.

- (iii) The opinion of the Engineer-in-Charge as to the quantity of material and/or labour involved and the rate(s) thereof shall be final and binding on the Contractor.

- (iv) The opinion of the Engineer-in-Charge as to whether or not any particulars 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.

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 operations or by substituting any existing jobs or operations 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 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 the work involved.

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 quantities form the basis of any alteration of rates quoted and accepted or for any claim for additional compensation, damages or loss of 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 work 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 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 rates for any material(s) 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 material(s) current on the date of the cancellation. The decision of the Site Engineer as to the approved material lying at 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.

2.8.0.0 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 the Contractor shall upon receipt of the order of suspension forthwith suspend the work(s) or such part thereof as shall have been suspended until he has received written order from the Engineer-in-Charge to proceed with the work suspended 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 or any part thereof shall be or become or be rendered idle and notwithstanding that the Contractor shall be liable to pay salary, wages 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 suspensions 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 2(two) months from the date of 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 and 2.7.3.0 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 measured quantities.
- 2.9.0.0 Notwithstanding anything provided in Clause 2.7.0.0 and/or Clause 2.8.0.0 and related Clauses hereunder, upon a cancellation of the Contract under the provisions of Clause 2.7.1.0 hereof termination of the Contract under the provision 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.
- 2.9.1.0 **Owner's Right to take part of work:**
- Upon failure of the Contractor to comply with any instructions given in accordance with the provisions of this Contract, the Owner shall have the right instead of assuming charge of entire work, to place additional labour force, tools, equipments and materials on such parts of the work, as the Owner may designate or also engage another Contractor to carry out the work, In such case, the Owner shall deduct from the amounts which otherwise might be due to the Contractor, the cost of such work and material(s) with ten percent added and should the amount thereof exceed the amount due to the Contractor the Contractor shall pay difference to the Owner.

SECTION - IV
MATERIALS, LABOUR, EQUIPMENT 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 be and remain at all times exclusively responsible to provide all materials, labour, equipment, machinery and facilities and other items and things whatsoever required for or in connection with the work, including but not limited to those indicated by expression or implication in the Job Description, Schedule of Rates, the Specifications, Plans, 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 Material 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 stamp and/or shall be supplied by the reputed manufacturers or 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 marking/approved on DGS * D listed suppliers are available, such materials shall be obtained from sources / suppliers / manufacturers 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 suitability and quality of the material or any defects therein or in any works or constructions in or relative to which the same has been utilised.

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 Owner and suitability of the material available from such source(s) with the intent that any allotment or suggestion as aforesaid shall not anywise 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 obtain material(s) there from and incorporate the same within the permanent works entirely at his own risks and costs in all respects, with the intent that any such allocation or suggestion by the Owner shall

only be by way of assistance to Contractor & shall not entail any legal responsibility or liability upon 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, anywise test, prove and weigh all materials [including materials incorporated in the work(s)] required to be analysed, tested, proved and / or weighed by the Engineer-in-Charge or Site Engineer and shall have such analysis / tests 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 of weightment of the materials as directed by 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 part of the Owner in this respect understood by the Contractor, unless made by specified 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 supply or procure and/or agree to supply or procure for the Contractor any material for incorporation in the permanent works and any material(s) so supplied or procured or agreed to be supplied or procured by Owner shall be subject to following terms and conditions which shall (unless specifically excluded by the terms thereof) be deemed to form part of any agreement by 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 material(s) 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 covered in Owners Stores (if any); then at the cost the Owner which shall in addition to the purchase price to the Owner include taxes, freight, transportation etc. and addition of 10%(Ten percent) of all aforesaid costs of Owner to cover cost of handling and all other incidental expenditure, 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 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 including Security Deposit.
- (iii) Deliveries: Deliveries of materials supplied or procured by Owner shall be either from the stores of the Owner or from the factory/ stores of the supplier or from nearest suitable rail head or other point of suitable collection as may be determined by the Owner taking into account the source of the supply of the materials.
- (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, rail head or other collection point, as the case may be, and to arrange for its loading, transportation to job site and unloading at the job site or other place of storage. The Contractor shall in taking delivery ensure compliance of any conditions of 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 condition of supply as aforesaid, and shall keep the Owner indemnified from and against all consequences thereof.
- (v) Other Condition: 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 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 utilised by the Contractor only for incorporation in the permanent works and even so shall not (unless specifically authorised by the Owner in this behalf) be utilised for manufacturing any item(s) which can be obtained in finished form from standard manufacturers.

- (vii) The Contractor shall inspect the material 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 condition 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 requirements of the types and quantities of materials agreed to be supplied by the Owner, with 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 liable 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 such delay or opinion of the Contractor, necessitate an extension of time for completion, the provisions of Clause 4.3.5.0 hereof relating to the extension of time and associated provisions thereof shall apply.
- (x) Notwithstanding any agreement by the Owner to supply to or procure any material for the Contractor, 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 Contractors 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 for supply or procurement of any material required to be procured by the Owner in terms aforesaid.
- (xi) The Contractor shall maintain a day to day account of all material supplied to him by the Owner indicating the daily receipt(s), consumption and balanced(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 and 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 godown or other place or 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 & Safe-Keeping: All materials supplied by the Owner shall be taken delivery of held, stored and utilised by the Contractor as trustee of the Owner, and delivery of material to the Contractor shall constitute and entrustment thereof by the Owner to the Contractor, with the intent that any utilisation, application or disposal thereof by Contractor otherwise than for permanent incorporation in Contractual works in terms hereof shall constitute a breach of trust by 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 parts of his full liabilities in respect of such materials, and the Contractor shall be and remain responsible at all times at his own risks and costs to ensure that the materials(s) supplied by the Owner are retained at all times in premises that are air and water tight and otherwise suitable for the storage 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's 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 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), damage(s) 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's 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, lightning and theft for the full value of the Owner's supplied materials lying, stored and/or unutilised for the time being, such policies to be in the joint names of the Owner and the Contractor with exclusive rights in the Owner to receive all 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 Contractor PROVIDED that no such Indemnity Bond or policy(ies) of insurance, as aforesaid effected, shall anyway absolve the Contractor from his full liabilities hereunder, with the intent that the same shall be held merely by way of additional security and not by way of substitution of liability.

Notwithstanding anything stated above, it shall be 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 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 Owner's 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 thereof as hereinafter determined, any and/or all surplus materials, including but not limited to scrap, wastages 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 noted for by the Owner and shall, at his own risks and costs, lift and transit the said material to the Owner's stores or otherwise as directed by the Engineer-in-Charge.

(b) The price for such 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 item (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 materials to 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 material 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 regulations 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, subject to payment 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's supplied material lost, damaged, deteriorated, misused, stolen, misapplied or for which Contractor is unable to account for or disposed of within the provisions of item(xv) hereof above or shall fail to return to the Owner any surplus material within the provisions of item (xviii) hereof the Contractor shall be liable to pay to the Owner the market value of such material as determined by the Engineer-in-Charge and 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's supplied material shall also apply to all Government controlled materials or other materials in respect of which Licenses/release orders/permits/ authorisations 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 order, permit, or authorisation 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 AND 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 equipments and machinery and land at or about the land at or about the job site(s) for the Contractor's field offices, go-downs, work-shop 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, go-downs, workshops accommodation, quarries and/or Borrow areas.
- 3.3.2.0 The Owner does not warranty or undertake provisions 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 biding 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, labour, tools, construction and/or testing equipments and machinery, provision of land for quarries or borrow areas or for Contractor's office, go-downs, workshop of accommodations or provision of rights of way, access road(s) and/or railway siding facilities, or otherwise howsoever in the performance or testing of the work(s) shall be without any attendant obligation upon the Owner or liability on the Owner for any failure, omission, delay or refusal in providing or continuing to provide the same, and shall not, for any cause, afford a basis or defence to the Contractor for any breach by the Contractor of 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 there under, as and when adequate Owner supply becomes available for the site, the Owner may at its discretion provide supply of power to the Contractor for the work from the nearest available point/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. The Contractor shall as far as possible lay underground cables, the route of which shall be approved by the Engineer-in-Charge.
- 3.4.1.1 All arrangements for the distribution of power from source aforesaid and the work relative thereof shall be made/performed/installed in conformity with Indian Electricity Regulations, and shall be subject to prior approval by the Site Engineer. The Contractor shall employ licensed electricians to install and maintain its electrical works at job site.
- 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/ works or part(s) thereof, as the case may be, required to be removed/re-routed.
- 3.4.2.0 The Owner shall recover from the Contractor for power consumed by the Contractor from Owner's source(s) of supply at the rates prescribed by the Owner in this behalf in special conditions of Contract. 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 including Security Deposit.
- 3.4.2.1 The Contractor shall provide at his own cost suitable electric meters approved by the Site Engineer for measurements 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 regarded 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 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 to 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 and 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 there under, 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 net work 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 installed by the Contractor only with the prior approval of Site Engineer so as not to interfere with the lay-out and progress of other construction work at site and access to or about the job site.

3.5.1.2 The Contractor shall forthwith on completion of the work or on 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 cause whatsoever at his own cost and initiative, remove or re-route, as the case may be, any installation, 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 site 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 from the Running Account / Final Bill(s) of the Contractor and / or payment due to the Contractor from time to time including Security Deposit.

3.5.2.1 The Owner shall recover from Contractor's bills for water supplied to Contractor at rates prescribed by Owner in Special Conditions of Contract.

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 the time for completion.

3.5.4.0 Water supplied by the Owner to Contractor shall be entirely at the risk of Contractor as to the continuity & regularity of supply & maintenance and adequacy of pressure without any warranty by or liability to Owner in respect thereof and without entitlement to 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 there under, 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 construction of the Contractor's field office(s), go-downs, 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 / layout previously approved by the Site Engineer in this behalf.

3.6.3.0 Any land provided by the Owner to the Contractor within the provision hereof shall be strictly on a licence basis, and shall not create any right, title of interest whatsoever in the Contractor therein or in respect thereof.

3.6.4.0 The Contractor shall pay to the Owner licence 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 provision hereof, and the Owner shall be entitled (without prejudice to any other mode of recovery), to recover the licence 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 herein 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 work or earlier determination of the Contract, the Contractor shall remove all constructions, works, piping and other installation whatsoever not forming part of the Contractual works, put up or erected by the Contractor upon the land, and shall have the land cleared, levelled and dressed to the satisfaction to the Engineer-in-Charge.

- 3.6.5.2 The Contractor shall not be entitled upon any vacation or notice within the provision 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 a 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 form the basis of any claim by the Contractor for compensation or damages or ground for extension in time for completion.
- 3.7.0.0 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 provision 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 Project site is situated between Bombay, New Delhi B.G. Line of Western Railway and new National Highway No. 8 at, approximately 3 K.M. north to Bharuch city in Gujarat State. The site is approachable by National Highway No. 8 and Bharuch is the nearest railway station.
- 3.8.2.0 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 of hamper construction of permanent road of the Owner.
- 3.8.3.0 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 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 provision 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 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 Contractor.
- iii) General: Any labour, equipment, and/or machinery supplied or procured by the Owner shall be utilised by the Contractor only for use in the Contractual work.
- iv) The Contractor shall be responsible to ensure utilisation of the equipment and/or machinery only within the capacity of such equipment and / or machinery to ensure the proper utilisation thereof in all respects without any manner of abuse 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 Site Engineer, shall provide at cost (to be determined by the Engineer-in-Charge in the event of dispute) labour 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, as 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 - V
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 instructions as may be issued to the Contractor by the Engineer-in-Charge or Site Engineer from time to time.
- 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 instruction to the Contractor relative to the performance and/or execution of the work(s) by the Contractor otherwise relative to any matter touching or affecting the Contract or arising there from, and to revise or revoke any orders or instructions previously issued, and the Contractor shall, subject of the following Clause, obey and/or abide thereby.
- 4.0.2.1 Without prejudice to the provision 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 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) and the Contract document or any of them, the Contractor shall refer the matter immediately in writing to Engineer-in-Charge for his decision before proceeding further with the work, and the decision of the Engineer-in-Charge on any such matters 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) 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, engineer(s) or other personnel work at the responsible for the job site on behalf of the Contractor. Said Engineer or other personnel 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(s) or other personnel shall be deemed to have been had with the Contractor, and any and all Plans, Drawings, Designs, Orders, instructions, Documents or communications and/or labour, material, equipment or machinery delivered to the said Engineer(s) or other personnel shall be deemed to have been delivered to the Contractor.

- 4.0.4.0 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 co-operate 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 Owner's interest including (but not limited to) at the discretion of the Owner, supervision and testing of the work(s) being conducted by Contractor at job site and for rendering of such assistance to the Contractor relative thereto as the Owner or such Engineer(s) or personnel shall or may 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 Contractor, nor shall relieve Contractor of his full responsibility in respect of the work(s) under the Contract or bind the Owner to accept as satisfactory or complete and/or in accordance with Contract, any work(s) performed by Contractor which has/have been supervised, inspected, tested or assisted by said Engineer(s) and/or personnel of Owner.
- 4.0.7.0 If the Contractor's work or any part thereof shall be consequent or resultant upon any works performed by any other person or shall be in continuance thereof to 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 a level bench mark, and the Contractor shall at his own cost hand initiative set out the works to the satisfaction of the Site Engineer, but shall be solely responsible for the accuracy of such setting-up notwithstanding 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 stakes, 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 timely re-instatement. The Contractor shall also be responsible for the maintenance of all survey marks, boundary marks, distance marks, and centre line marks 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 the 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 the odolite to be set over it. No work shall be started until all these points are approved by the Site Engineer in writing, but such approval shall not relieve the Contractor of any of his responsibilities in respect of the adequacy or accuracy thereof. The Contractor shall also provide all labour, material and other facilities necessary for the prior checking of layout and inspection of the points during construction.
- 4.1.4.0 Pillars bearing geodetic marks located at the sites of units 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 the provision and maintenance of horizontal and vertical alignments and levels 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.

4.2.0.0 CONDITIONS OF WORK:

4.2.1.0 Work shall be carried on for a minimum of 48(forty eight) hours in a week and 8(eight) hours on any working day. If necessary, Contractor shall work overtime or in two or more shifts in a day, however, the prior permission for working overtime or in shifts shall be obtained by him from Engineer-in-Charge. Contractor shall not be entitled to any extra compensation or remuneration for overtime or double or triple shift working nor shall the Owner be any wise 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 Sundays and holidays, the Contractor shall so work without extra compensation. In order to enable representation of Owner 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 monsoon also insofar as necessary and the Contractor shall maintain at each job site at all times, during the monsoons, 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 the 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 Contractor shall not be entitled to any extra compensation or remuneration for or relation to any work during the monsoon, or for or relative to any special arrangements to be made and/or equipments or machinery to be brought to the job sites to enable such workings.

4.3.0.0 TIME FOR COMPLETION:

4.3.1.0 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 time 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 form giving dates of starting and finishing of various operations and works relative to the work, providing sufficient margin to the cover for contingencies and for final testing and consequential reparation etc. if any required. The Site Engineer and

the Contractor shall thereafter within 7(seven) days settle the Progress Schedule so settled shall be the approved Progress Schedule and shall form part of the Contract with attendant obligation involved on or before the date (s) mentioned in the Progress Schedule to conclude the said work(s)/ operation(s) or before date in this behalf in the approved Progress Schedule, and default by Contractor to commence or complete within prescribed date(s) any work or operations shall be deemed to be a breach by the Contractor to which the provision of Clause 7.0.1.0 hereof to termination of Contract shall be applicable, but without prejudice to any other rights or remedies Owner may have in this behalf.

- 4.3.3.0 Any reference in the Contract documents to the "Approved Progress Schedule "or to the "Progress Schedule "shall mean the "Approved Progress Schedule "specified in Clause 4.3.2.0 above or the "Progress Schedule" prepared and issued by the Engineer-in-Charge as specified in Clause 4.3.2.0 above, whichever shall be in existence.
- 4.3.4.0 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 is as such 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 or the fulfilment of the omission, the Contractor is of opinion that an extension of the time specified in the Progress Schedule relative to any particular operation(s) or item(s) of work or the entire work at any job site (s) is necessary the Contractor shall within 7(seven) days after the cessation or fulfilment 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 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 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 so the extension necessary shall, subject to the provisions of Clause 4.3.5.0 hereof, be final and binding upon the Contractor.
- 4.3.5.0 Notwithstanding the provision of Clause 4.3.4.0 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 period(s) 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.

- 4.3.6.0 Subject as elsewhere herein or in the Contract documents expressly provided only the existence of force majeure circumstances as defined in Clause 4.3.7.0 hereof shall afford the Contractor a ground for extension of time for completion of work or any part of the work or any operation(s) involved therein, and specifically without prejudice to the generality foregoing, inclement or unforeseen whether strike, shut-down, third party breach, delay in payment or commercial hardship shall not afford Contractor a ground for extension of time or relieve Contractor of his full obligations under the Contract, nor will any shut-down or idle time charges by payable by Owner to Contractor for any delay in commencement, progress or completion of work due to any reason whatsoever, include due to the existence of force majeure circumstances.
- 4.3.7.0 The item "force-majeure" as employed in this Contract shall mean, war- declared of undeclared, civil war, tidal wave, forest fire, major flood, earthquake, lightening, abnormal rains and illegal strike.
- 4.3.8.0 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.
- 4.3.9.0 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 4.3.4.0 or Clause 4.3.5.0 hereof unless the same be communicated to Contractor in writing by the Engineer-in-Charge under Clause 4.3.4.0 or by the Owner under Clause 4.3.5.0 and the writing specifically states to embody an extension of time within the provision of Clause 4.3.4.0 or 4.3.5.0 as the case may be and without prejudice to the foregoing, the mere agreement 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 of 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 Contractor for better organising

his work on a recognition that Contractor has failed to organise his work and/or perform the same within time specified in the Progress Schedule established within the provision of Clause 4.3.2.0 or 4.3.3.0 hereof, as the case may be.

4.4.0.0 LIQUIDATED DAMAGES:

4.4.1.0 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 final completion of the work or works aforesaid at the job site as stipulated in the Progress Schedule, the Owner shall (without prejudice to any other right of Owner in this behalf) be entitled to liquidated damages for delay 1% (one percent) of the total Contract Value for each week that the work remains incomplete beyond Scheduled date of final completion of 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.

4.4.2.0 To ensure good progress during the execution of the work, the Contractor shall be bound, in all cases in which the time allowed for any work exceeds one month, to complete, one fifth of the work before one fourth of the time allowed under the Contract has elapsed three eights of the work before one half of such time has elapsed and three fourth of the work before three fourth of such time has elapsed. In the event of Contractor failing to comply with this condition, he shall be liable to pay as compensation in amount as stipulated in Clause 4.4.1.0

4.4.3.0 "Total Contract value" for the purpose of Clause 4.4.1.0 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.

4.4.4.0 Nothing in paragraph 4.4.1.0 above shall prevent the Owner from exercising its right of termination of Contract under Clause 7.0.1.0 hereof 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 liquidated damages as aforesaid for the intervening period in addition to any other amount as may be due consequence to a termination under Clause 7.0.1.0 hereof and associated Clauses there under.

4.5.0.0 REPORT 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 the 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 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 acknowledgments within 12(twelve) hours of delivery of the order or instruction failing which the same will be deemed to be accepted by the Contractor.
- 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, equipments or material necessary to achieve the required progress and Contractor shall forthwith comply with such instructions.
- 4.6.3.0 Should Contractor fail to comply with such instruction(s) or fails to comply therewith to 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/material etc as the Engineer-in-Charge or Site Engineer (the decision of either of whom in this

behalf shall be final and binding upon the Contractor) considers 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 order amounts payable to Owner under Section-3 hereof in respect of any labour/staff/machinery/ tools/material etc. as aforesaid procured or provided by the Owner, the Owner shall be entitled in this event to 10% (ten 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 specification, 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 Contract) at his discretion and at 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 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 Site Engineer under Clause 4.6.3.0 and/or 4.6.4.0 shall be without prejudice to the full rights 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 there under, 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 that 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 the Contract on the same basis as Contractor, provided, however, that notwithstanding approval of Sub-Contract 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 & shall remain exclusively responsible to Owner for 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 performance of particular work with full responsibility on Contractor for all acts, omissions and defaults of Sub-Contractor and any rights that Owner may separately have or reserve against Sub-Contractor under Contract shall be without prejudice to the afore-going.
- 4.7.3.0 Subject as hereinabove in this behalf specifically permitted and provided, the Contractor shall not sub-Contract any work under the Contract, and any sub-Contractor in breach hereof shall be deemed to be 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 executed any work which in the opinion of the Engineer-in-Charge is not of requisite standard (the opinion of the Engineer-in-Charge being final in this behalf), the Engineer-in-Charge may by written notice to Contractor, require the Contractor to terminate such sub-Contract, and Contractor shall upon receipt of such notice terminate such sub-Contract at the risks and cost of Contractor, and shall keep Owner indemnified against the consequences.
- 4.7.5.0 Notwithstanding such sub-Contractor being approved by Engineer-in-Charge as herein envisaged, the Contractor shall at the commencement of every month, furnish Engineer-in-Charge, a list of all Sub-Contractors engaged and working at Site during previous month, with particulars of general nature of 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, consultants or employees shall in the opinion of the Site Engineer (whose opinion in this behalf shall be final) be guilty of mis-conduct or be incompetent or indifferently qualified or negligent in the performance of his/their duties, or if in the opinion of 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 persons) 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 person 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, whether committed, omitted or arising within or without the Contract, sub-Contract, agency or employment, as the case may be.

SECTION - VI

INSPECTIONS AND TESTING

5.0.0.0 INSPECTIONS AND TESTING OF MATERIALS:

- 5.0.1.0 The Owner shall be entitled at all time 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 direct the Contractor to inspect and/or test all material(s), items 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 at the Contractor's work or otherwise of such material, items 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 (es) or agency (ies) nominated by the Owner.
- 5.0.1.1 Where the manufacture / fabrication of any material, item or component intended for incorporation in the 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 Contractor shall also on receipt of intimation of any communication of any inspection or tests by the Owner or any agency (ies) nominated by Owner in this behalf, present himself or his authorised representative at the place of inspection and/or testing to receive any orders or instructions consequent there to 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 the works, such samples to be submitted before the work is commenced permitting sufficient time for tests/examinations(s) thereof by the Owner. All materials furnished and finished incorporated in the work shall conform to the approved sample(s) in all respects.
- 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 Contractor for incorporation in the work, notwithstanding previous inspection and/or testing thereof by or on behalf of Owner without rejection and notwithstanding previous approval thereof by or on behalf of Owner (the decision of Site Engineer as to any defect as aforesaid being final and binding upon the Contractor) and upon such rejection, 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 Site Engineer (whose decision in this behalf shall be final) remove the rejected material/item/component from job site within the time specified by Site Engineer (whose decision shall be final) and replace it as his own cost and expense (without additional remuneration or compensation in respect thereof) with materials(s)/item(s)/component(s) approved by Site Engineer, & provisions of Clause 5.1.7.0 hereof shall apply to default by Contractor of the provisions of this Clause.

5.1.0.0 INSPECTION AND TESTING OF WORKS:

- 5.1.1.1 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 Work, as also, to test or instruct the Contractor to test the works or any structure, material or component thereof at the risks and cost of Contractor either by the Contractor or by any agency (ies) nominated by the Engineer-in-Charge or Site Engineer in this behalf.
- 5.1.1.2 Contractor shall provide all facilities, instruments; material/labour and accommodation required for testing the works (including checking the setting up of works) and shall afford the Site Engineer all assistance necessary to conduct the tests.
- 5.1.1.3 Contractor shall also provide and keep at all time 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 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 superstructure by covering up or otherwise placing beyond reach of inspection or measurement any work, before necessary inspection entries are filled in Site Inspection Register by the Site Engineer or his authorised representative should the 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 foregoing provisions 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 of 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 Contractor shall also bear the risks and costs of replacements, reinstallation or re-erection of concerned structure/material component, as the case may be.

- 5.1.4.0 Notwithstanding anything provided in the afore-going Clauses thereof, the Contractor shall be and remain liable at his own cost and initiative to conduct all tests at all relevant times during supply, erection and installation of any works, structure, material or component as shall be required in terms of Contract documents or by the Engineer-in-Charge or Site Engineer, such tests to be conducted through agency(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 (decision of Site Engineer being final in this behalf), the Contractor shall re-perform, replace, reinstall and/or re-erect, as the case may be, such work, structure, material or component, and no such rejected work, structure, material or component shall be re-used with reference to the work except with prior permission of Site Engineer, and the provision of Clauses 5.1.7.0 here of shall apply to default by the Contractor of the provisions of this Clause.
- 5.1.6.0 Notwithstanding anything provided in afore-going 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 approved shall not absolve Contractor of his full responsibility under the Contract, inclusive of and relative to specification fulfilments and performance guarantees, the said inspection, and test procedure being intended basically for satisfaction of Owner that prima facie the 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 reject as the case may be, any work structure, material or component rejected as found defective in terms of Clause 5.1.5.0 here of 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 hereunder and the Owner shall be entitled (without prejudice to any other right or remedy available to Owner) upon expiry of period specified in the said notice to demolish and/or remove the rejected/defective work, structure, material or component and re-perform, replace re-install and/or re-erect the same by itself or through other agency, or Contractor at the risks and costs of the Contractor in all respects, and recover the cost incurred by the Owner in this behalf together with a supervision charge 10% (Ten percent) there on 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 Contractor or any monies becoming due to the Contractor from time to time and the decision of the Engineer-in-charge as to the cost incurred by the Owner as aforesaid shall be final and binding upon the Contractor.

5.2.0.0 FINAL TEST & POSSESSION OF WORKS:

- 5.2.1.0 As soon as the works have been completed in all respect to the satisfaction of the Site Engineer, Final Test 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 authorised representative. The Owner may at its discretion permit Final Tests piecemeal in respect of particular parts (s) or section (s) or groups (s) of the works or in respect of particular job site (s) involved.
- 5.2.1.1 Upon satisfactory conclusion of the Final Test Certificate witnessed by the Contractor, which shall certify the date on which the Final Test in respect of the works have been successfully completed and where Final Tests have been conducted in piecemeal shall certify the date on which the Final Tests in respect of the concerned parts(s)/ sections(s)/ groups(s) job site(s) have been successfully completed, and notwithstanding Final Tests having been conducted in respect of entire works, the Owner may at its discretion issue a Final Test Certificate in respect of a 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 Tests Certificate, the Owner shall be deemed to have taken over the work (s) 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 thereof any defect(s) in the design (insofar as the work may involve any designing on part of the Contractor) or if any work performed or structure or component installed/ erected or in any installation/erection or material incorporated in the works is/are noticed, the Contractor shall forthwith remove and/or demolish the same and re-perform, 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 Site Engineer, and if the defect(s) be discovered during Final Tests, the Contractor shall thereafter repeat Final Tests or such of them as may be required to be repeated until successful conclusion of Final Tests as aforesaid without defect in respect of the entire works.
- 5.2.3.1 Should the Contractor fail to correct, repair or rectify any defects as aforesaid the Provision of Clause 5.1.7.0 hereof shall mutates-mutandis apply as for defect 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 Clauses 4.4.0.0 hereof and associated Clauses there under and Clause 7.0.1.0 hereof and associated there under:

- (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 any 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 Test Certificate:

- (ii) At any time during the progress of the works, notwithstanding that the completion of the entire works or concerned part, portion or section thereof according to the progress(es) shall not have expired, to 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 thereon 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 any associated Clauses there under relating to extension of time shall apply Provided always that take over, possession or use of the works or any part or portion or section thereof by the Owner within the provisions or item(i) and or item(ii) above shall not be deemed to be an acceptance or work or relative part or portion or section thereof by the Owner or relieved the Contractor of his obligation in respect thereof under the Contract.

5.3.0.0 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 on any land allotted to 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 sites and said land to the satisfaction of the Site Engineer, and shall put the Owner to undisputed custody and possession of the job site and all land allotted by the Owner to the Contractor, and unless the Contractor shall have fulfilled the provision of this 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 Clauses 7.0.6.0 hereof relating to termination of Contract and associated provision hereunder shall apply.

5.3.2.0 Upon the satisfactory fulfilment by the Contractor of the provision of Clause 5.3.1.0 hereof, the Contractor shall be entitled to apply to the Engineer-in-Charge for a Completion Certificate in respect of the entire work of the works at any job site, as the case may be, upon submission of the following documents:

- (i) Technical Documents according to which the work was carried out.
- (ii) Complete set of working drawings showing therein correction and modification (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 fulfilment of the provisions of Clause 5.3.1.0 hereof.
- (vi) List of Owner supplied surplus material returned to Owner's stores, signed by the Site Engineer.
- (vii) Materials-at-site accounting for Owner supplied materials signed by the Site Engineer. Final Bill shall be made by the Contract only after the site is made clear from all the materials and debris.
- (viii) List of 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 respect of the documents specified in Clause 5.3.2.0 hereof, the Engineer-in-Charge shall within 14 (fourteen) days of receipt of the request 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 by constructed 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 herein above 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 issue of Completion Certificate and 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 (insofar 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 the Contractor failing to do so the provisions of Clause 5.1.7.0 hereof shall apply.

5.4.2.0 CONTRACTOR TO SEARCH:

The Contractor shall it required by the Engineer-in-Charge in writing search for the cause of any defect imperfection or fault under the direction of the Engineer-in-Charge. Unless such defect, imperfection or fault shall be one for which the Contractor is liable under the Contract the cost of the work carried out by the Contractor in searching as aforesaid shall be borne by the Owner. But if such defect imperfection or default shall be one for which the Contractor is liable as aforesaid the cost of the work carried out in searching as aforesaid shall be borne by the Contractor and he shall in such case repair, rectify and make good such defect imperfection or default at his own expense accordance with the provisions of Clause 5.4.1.0 hereof.

5.5 Land for Residential Accommodation for Staff & Labour will be made available by the Owner and will be charge monthly rent of Rs. 250/- per hectare per annum.

SECTION - VII

MEASUREMENT 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 or a portion, section, group or job site, as the case may, the Contractor shall cause to be jointly taken with the Site Engineer Final Measurement as herein provided for the works covered by the Final Test certificate.

6.0.2.0 If the Contractor fails to apply the Engineer-in-Charge for Final Measurement 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 Measurement of the date(s) so notified, failing which the provisions 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 metric system, and except where expressly indicated to the contrary in Schedule of Rates or other Contract document, all measurements shall be taken in accordance with procedure set forth in Schedule of Rates, specification & other Contract documents, notwithstanding any provision(s) in the relative standard method or measurement or any other general or local custom, to the contrary.

6.1.2.0 In the event of the mode of measurement being not provided for by Contract documents in respect or 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 Specification, 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 measurement 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 authorised representative whenever so required by the Site Engineer, and shall remain present throughout the time required the joint measurements.

6.1.4.0 If the Contractor absents himself for any reason whatsoever on any date appointed for joint measurement, the joint measurements shall be taken by the Site Engineer in the absence of the Contractor and the measurement signed by the Site Engineer shall be final and binding upon the Contractor.

- 6.1.5.0 Measurement shall be signed and dated on each page by the Contractor/ Contractor's representative and Site Engineer/ Site Engineer's representative. If Contractor objects to any of the measurement recorded, including the mode of measurement, such objection shall be noted in 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 measurement 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 Engineer-in-Charge for his decision, and the decision of Engineer-in-Charge relative thereto (whether on correct measurement to be adopted or mode of measurement to be adopted) shall be final and binding upon the Contractor.
- 6.2.0.0 FINAL BILL:**
- 6.2.1.0 On the basis of the Final Measurements entered in the Measurements Book/ Sheets (the measurement decided by the Engineer-in-Charge upon any objection and/or the mode of measurement decided by the Engineer-in-Charge, upon any objection being the measurement to be adopted 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 rates) 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 dispute between the Contractor and 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 Owner shall apply to the Engineer-in-Charge for decision on the applicable item(s) in 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 the 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, then 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 upon 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 provision of Clause 6.2.1.0 thereof and associated Clauses above, include therein all additional claims of a Contractor as provided for in Clause 6.6.3.1 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 works 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 Clause 6.2.1.0 hereof and associated pro-visions hereunder accompanied by the Completion Certificate in respect of the work.
- 6.2.5.0 Payment of the amount(s) due on 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 payment due to the Contractor on the Final Bill shall be subject to deduction of the amount due under provisions of Clause 6.8.3.0 hereof, 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 of regulation having 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 Schedule of Rates to Final Measurements, as provided for in Clause 6.2.1.0 hereof and associated provisions hereunder, shall constitute the entire remuneration and entitlement of Contractor in respect of the work under the Contract, and no further or other payment whatsoever shall be become due or payable to Contractor under Contract.
- 6.3.2.0 Without prejudice to the generality of the provisions of Clause 6.3.1.0 hereof, the Schedule of Rates shall be deemed to include and cover.
- (i) All cost, expenses out goings 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 or relative to acquisition loading, unloading, transportation, storing, Working upon, using, converting, fabrication or 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 equipments and component required for the proper and complete execution of the works through the Contract documents may be 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 cases the Contract documents or any of them 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 any particular item, article or material or perform any particular labour or service, or because in certain cases the Contract document state that particular work, operation, supply, labour or service shall be performed made by the Contractor at his own cost or without additional payment, compensations or charge or without entitlement of claim against the Owner or wards to similar effect, and in other cases they do not, or because in certain cases it is stated that the same are included in or covered by Schedule of Rates and in other cases it is not so stated.

- (ii) The cost of 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, stores, spare, supplied, appliance and other materials' s items, articles and thing 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 Schedule of Rates and any related or incidental works of operation by expression or implication involved therein or incidental thereto, complete in every respect in accordance with Contract documents, and the plans, drawings, designs orders and or instructions.
- (iii) The cost of all royalty, licence fees or other fees, duties, penalties levies and damages whatsoever payable for or in respect of any protected or patented goods materials, equipments or process 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 of acquisition or use of any right of way other rights, license permits privileges or usages required for relative to performance of the work.
- (iv) Custom 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 Cesses whatsoever imposed by the Central Government or State Government or Municipal and Local Bodies or other Authorities whatsoever payable on any material and or works supplied or performed (including materials incorporated in the works or brought to site for the performance of the works) without any entitlement to the Contractor for any exemption, remission, refund or reduction thereof.

- (v) The cost of all indemnification to Owner and insurance premise on insurance required in terms of the Contract documents or otherwise under any law, rule or regulation, and the cost of all risks whatsoever (foreseen or unforeseen), including but not limited to risks of delays or extension of time or reduction or increase in work or scope of work and/or cancellation of Contract and or accidents, strike, civil commotion, war, strike, labour trouble, third party breach, fire, lightning inclement weather, storm, flood, earthquake and other acts of God. Government regulation or imposition, restriction, dislocation of road, rail and other transport or facilities, flooding or site and/or access roads/ approaches thereto, suspension of work, sabotage & 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 stacked as instructed by the Engineer-in-charge, including (but not limited to) loading, transportation and unloading thereof, waste on materials, as specified in the special conditions of Contract.
- (vii) The cost of all escalations (foreseen or underseen) including but not limited to increase in Govt. taxes & dues, labour and material cost.
- (viii) All supervision charges, establishment overheads, finance charges and other costs and expenses of and charge to the Contractor, and Contractors profit of and relative to the works.

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

6.3.4.0 Notwithstanding any provisions 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 and defective work or item of work or and work or item formed by the Contractor at variance the specifications subject and upon the terms and conditions of this Clause. Upon such acceptance in writing by the Engineer-in-Charge, such work shall be deemed to have be accepted as complete (but without prejudices 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 conditions of such acceptance shall be that the work item of work concerned shall be deemed to be a work to covered by the Schedule of Rates within the meaning Clause 2.4.1.2 hereof, and the Contractor shall be entitled to remuneration there for on as determined by the Engineer-in-Charge in accordance with the provisions of Clause 2.4.1.2 hereof, and the provisions of the said Clause shall in all respect mutatis mutandis apply to such work and 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 6.2.4.0 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 Bills 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 the Contractor 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 performed during the said month/period with detail measurement 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 a summary verification undertaken of the work and quantities entered in the Running Account Bill(s), and shall certify the Running Account Bill(s) for payment on basis of such verification.
- 6.4.1.2 Where the Contract stipulated lump sum amount as payable for the work or where a lump sum is stipulated in 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 of such work certified for payment by Engineer-in-Charge.
- 6.4.1.3 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 provision of Clause 6.4.1.1 and 6.4.1.2 hereof shall conclusive for the determination of any on account payments as envisaged in Clause 6.4.1.0 and no claim shall be entertained by the Owner contrary thereto or in contradiction thereof.
- 6.4.3.0 RETENTION MONEY: 5% of the Gross R.A. bill amount shall be retained from each bill as retention amount, and same will be paid with the final bill.
- 6.4.4.0 All "on account payments" shall be subject to deduction there from of all dues to the Owner, retention monies and other deductions for in the Contract, and taxes and other monies deductible within the provisions of Section 194-C of Income Tax Act or any other law, rule or regulation for time being in force.

6.4.5.0 All "on account payments" shall be regarded merely as advance payments against the amounts due to Contractor in terms of Contract, and any such payments shall be without prejudice to the full rights of Owner under the Contract and the liabilities of Contractor hereunder, and specifically shall not be regarded as an acceptance or completion of any work paid for in terms of any Running Account Bill or otherwise notwithstanding any verification or certification by Engineer-in-Charge in respect thereof.

6.4.5.1 The Schedule of Rate item(s) applied by Contractor in respect of any work in his Running Account Bill(s) or acceptance hereof by the Engineer-in-Charge in verifying the Bill in respect of such works 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 rights of Owner within Clause 6.2.1.1 hereof.

6.4.6.0 Nothing provided in the foregoing Clauses 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 any additional compensation or extension of time for completion of 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 Contractor or other office notified in this behalf by the Contractor. All cheques shall be payable at the office of Owner's bankers and in no cases will the Owner be responsible if cheque is mislaid, misappropriated or 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 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 from which the Contractor claims 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 this 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 Engineer-in-Charge and the Site Engineer in the manner and within the time aforesaid, and the Contractor shall be deemed to have waived any or all claims and all his rights in respect of any claim not 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 Site Engineer shall be under no obligation to reply to any notice of claim made by the Contractor within the provisions aforesaid or otherwise or to the otherwise reject the same, and no omission 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 Clauses 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 as shall remain / persist at the time of preparation of Final bill by the Contractor shall be separately included in the Final Bill pre-pared by the Contractor in the form of a statement of claims attached thereto, giving particulars of the nature of such claim, grounds on which it is based, and the amount claimed, and shall be supported by copy(ies) of the notice(s) sent in respect thereof the Engineer-in-Charge and Site Engineer under Clause 6.6.1.0 hereof, In so far as such claim shall in any material 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 consequence in respect of the notified claim as is 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.
- 6.6.3.1 Any and all notified claim 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 that 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 hereunder or in relation thereto, and the Contractor shall notwithstanding any enabling provision in any law or Contract and notwithstanding any claim in quantum meruit 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 in 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 the Contractor in terms hereof or otherwise, the Contractor shall continue and be bound to continue and perform the works to completion in all respect according to the Contract (un-less 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 Contractor, during the performance of any work or item of work in respect of which a claim has been notified by the Contractor in terms of Clause 6.6.1.0 hereof or the making or negotiation of any interim arrangement in respect of performance of such work or item of work by the Owner, shall not be deemed to be an acceptance of the related claim by Owner, or any part or portion thereof, with the intent that any such payment shall constitutes merely a facility or assistance to the Contractor and not an obligation upon the Owner.
- 6.7.0.0 DISCHARGE OF OWNERS LIABILITY:**
- 6.7.1.0 The acceptance by the Contractor of any amount paid by 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 Contractor shall without prejudice to the claims of the Contractor included in the Final Bill in accordance with the provisions under Clause 6.6.0.0 hereof and associated provisions hereunder, be deemed to be in full and final satisfaction of all such dues to the Contractor notwithstanding any qualifying re-marks, protest or condition imposed or purported to be imposed by the Contractor, relative to 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 Final Bill and except in respect of the Contractor’s entitlement to receive unadjusted portion of Security Deposit in accordance with the provisions of Clause 6.8.2.0 hereof on successful completion of 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 associate provisions hereunder upon the condition that such payment is being made in full and final settlement of all the 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 in so far as related to and / or concerns the claims of the Contractor.

6.7.3.0 Notwithstanding anything provided in Clause 6.7.1.0 and / or 6.7.2.0 hereof, the Contractor shall be and remain liable for defects in terms of Clause 6.4.1.0 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 of the defect liability provided for in Clause 5.4.1.0 hereof and satisfaction of all 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 to have performed such liabilities not withstanding 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 warranty that it/he has fully paid and satisfied all claims of work, labour, materials, supplies, equipment and all other entitlements 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 there from or relating thereto AND upon issue of the Final Certificate the Contractor shall be deemed to have released, acquired and discharged the Owner from and against all claim (known or unknown) lines, demands or causes of action of any kind whatsoever arising out of or relating to the Contractor 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 the Final Certificate or within 15 (fifteen) days of the passing of the Contractor's Final Bill by the Owner, whichever shall be later, 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 obligation and liabilities under the Contract.

6.9.0.0 CLAIMS OF OWNER:

6.9.1.0 No release / payment of any unadjusted balance of the Security Deposit by the Owner to the Contractor as aforesaid or 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 claim or any rights against the Contractor.

SECTION - VIII

TERMINATION

7.0.0.0 TERMINATION:

7.0.1.0 Notwithstanding anything elsewhere herein provided 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 its 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 under the Contract, including but not limited to:
 - (a) Failure to start the 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 concerned job-site to the Contractor.
 - (b) Failure to commence any work at any job site in accordance with the time prescribed in this behalf in the Progress Schedule.
 - (c) Failure to carry out or carry on the works or any of them to meet the Progress Schedule.
 - (d) Failure to provide at each job site sufficient labour, material, equipment, machinery, temporary works and/or facilities required for the proper and/or due execution of the work or any part thereof,
 - (e) Failure to execute the works or any of them in accordance with the Contract;
 - (f) Disobedience of any order or instruction of the Site Engineer and/or Engineer-in-Charge.
 - (g) Negligence in carrying out the works or carrying out, of work found to be unsatisfactory by the Engineer-in-Charge.
 - (h) Abandonment of the works or any part thereof.
 - (i) 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.

- (j) 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.
 - (k) Failure to deposit the initial Security Deposit with 10 (ten) days of receipt by the Contractor of Acceptance of Tender
 - (l) 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 out the work;
 - (iii) If the Contractor misconducts himself in any manner;
 - (iv) If there is any change in the constitution of the Contractor, (if a firm) or in the circumstance or organisation of the Contractor, which is detrimental to the interest 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 of 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 an individual);
 - (viii) If upon any change in the partnership/constitution of a Contractor's organisation (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 other form) to any employee or agent of the Owner;
 - (x) If the Contractor shall assign or attempt his interest or any part thereof in the Contract.

- 7.0.1.1 The decision of the Managing Director 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 not 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 termination 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 therefore. The reason(s) for termination stated in the notice of termination shall be final and binding upon Contractor.
- 7.0.3.0 For the purpose of measurement, the provisions of Clause 6.1.1.0 to 6.1.3.0 hereof shall apply. Only completed items of work shall be reckoned for the purpose of measurements and the decision of the Engineer-in-Charge as to whether or not any work has 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 the Contractor in respect of the work, the provisions of Clause 6.2.1.0, 6.2.1.1, 6.2.1.2, 6.2.2.0 and 6.3.1.0 shall apply and measurement taken for the purpose of such accounting be deemed to be final measurement 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 hereunder with regard to claims of the Contractor.
- 7.0.5.0 Within 7 (seven) days of completion of the measurement, the Contractor shall clear the job site of all scaffold, 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 work: 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 payment works and shall remove all rubbish from the job site and the land allotted to the Contractor and shall clear, level and dress the job site and said land to 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, construction and erections whatsoever on or at the job site or at or on any land allotted site and the land allotted to the Contractor and clear, level and dress the job site and said land to the satisfaction of the Engineer-in-Charge and take undisputed possession and custody of the job site and 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 fit, and the Contractor shall forthwith on demand pay the Owner the entirety or the cost/expenses of the Owner relative to the above together with 10% (ten percent) thereof to Owners supervisions, with right in the Owner, (without prejudice to any other mode of recovery) to recover the same from the net proceeds of any sale or disposal as aforesaid after deduction 10% (ten percent) of sales realisation to cover Owner's supervision and expenses on sale or any monies of the Contractors held by the Owner or dues of the Contractor AND the Contractor DOTH HEREBY irrevocably nominate, institute and appoint the Owner with right to the Owner to delegate any and all of its rights in terms hereof to such of its officer(s) and/or other person(s) as it shall deem fit (for and on behalf on 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 provisions 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 to enter into or upon any of the Contractor's premises and to break open if necessary any locks, bolts, fasteners, bond or other devices restricting entry thereto and generally to do all other acts, deeds, matters and things as shall be necessary to give full effect to the provision of this Clause.

PROVIDED ALWAYS that

- (i) 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/demolishing/ dismantling from the job site or land allotted to the Contractor, any of the Contractor's scaffolding, wiring, pipes, materials, temporary works 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 the said notice. from the date of such notice. Failing which Owner shall abandon the same at risks and costs of 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 any time thereafter to abandon the same at the risks and costs of the Contractor, whereupon (without prejudice to any other rights of the Owner) the Owner shall stand absolutely discharged and absolved in respect of 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 of any of 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 for any cause (including but not limited to resistance put up by the Contractor and / or his servants or agents or any court order consequent upon a suit or proceedings filed by the Contractor) the Owner is unable to fully take over possession on the entire works at any or all job site 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 (including but not limited to Owner's entitlements under Clause 4.4.0.0 and Clause 7.0.9.0 hereof) or otherwise, be entitled to recover from the Contractor liquidated damages in the amount equivalent 1 (on percent) of the total Contract value as 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 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 surplus within the provision of Clause 3.1.5.0 (viii) and (ix) hereof (and the provisions thereof mutatis-mutandis, insofar applicable, apply thereto).

- 7.0.9.0 Upon termination of the Contract, Owner shall be entitled at the risk and expense of the Contractor by itself or through any independent Contractor(s) or partly by itself and on partly through independent Contractor(s) to complete to its entirely the work as contemplated in the scope of work and to recover from the Contractor in addition to any other amounts, compensations or damage 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 provision hereunder and Clause 6.3.1.0 hereof) and the amount actually expended by the Owner for the completion of the entire work as aforesaid together with 10% (ten percent) thereof to cover Owner's supervision charges and in the event of the later being in excess of the former the Owner shall be entitled (without prejudices 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 works as contemplated in the scope of work shall have been completed in all respects 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 of the provision of Clause 7.0.9.0 and 7.1.0.0 hereof, there shall remain in the hands of Owner any excess / balance after all accounting and adjustment of all dues from the 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 short-fall.

SECTION - IX 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 or 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 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 director, officer or other 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 relating to the Contract.
- 8.0.3.0 Contractor shall not under any circumstances pay or advance to any officer(s) servant(s) or agent(s) of Owner any sum or money on any account without prior authority of Owner in writing and any such payment made or money advanced by Contractor without such authority shall be entirely at the risks of Contractor without any liability to Owner in respect thereof.
- 8.0.4.0 Any money paid to any partner of 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 rest while 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 Contractor vis-a-vis the Owner and shall constitute a full release and discharge to the Owner and / or valid settlement or obligation upon the Contractor as the case may be, and Owner shall not be concerned with the application of any monies so paid or the authority of concerned partner (or erstwhile or purported partner) vis-a-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 partners of Contractor firm to sign any receipt, acknowledgement or other document signed by a partner (or erstwhile or purported partner) as aforesaid, and all partners of the firm shall, when called upon to do so by Owner, forthwith sign the receipt order, acknowledgement or other document required to be so signed.

8.1.0.0 TAXES:

8.1.1.0 The Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all taxes now or hereafter imposed, increased or modified, and all sales taxes now in force and hereafter imposed or modified from time to time in respect of works and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by a Central or State Governmental authority or any local body or any other authority which are imposed with respect to or covered by the wages or other compensations paid to persons employed by the Contractor and the Contractor shall be responsible for the compliance with all obligations and restriction imposed by the Labour Law or any other law affecting employer / employee relationship and the Contractor further agrees to comply and to secure the compliance of all Sub-Contractors with all applicable Central, State, Municipal, Local Laws and regulations and requirements of any Central, State or Local Governmental agency or authority, Contractor further agrees to defend, indemnify and hold harmless from any liability or penalty which may be imposed by the Central State or local authorities by reason of any violation by Contractor or Sub-Contractor of each laws, regulations and requirements and also from all claims, suits or proceedings that may be brought against the Owner arising under growing out of or by reason of the work provided for by this Contract whether brought by employees of the Contractor by third parties, or by Central or State Government authority or any political sub-division thereof.

8.2.0.0 GOVERNMENT REGULATION:

8.2.1.0 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 regulation of any Central, State or Local bodies and authorities and undertakes to indemnify the Owner from and against and levies, damages, penalties and 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 there from and / or relative thereto.

8.3.0.0 LABOUR LAWS AND REGULATION:

8.3.1.0 The Contractor shall be responsible for strict compliance of and shall ensure strict compliance by it sub-Contractors, servants or agents of all labour and other laws, rules or regulation having the force of law affecting the relationship of employer and employee between the Contractor/Sub-Contractor 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 Contract labour (Abolition & Regulation) Act, 1970

(insofar as applicable) any and all such license(s) consent(s), registration(s) and / or other authorisation (s) as shall from time to time be or become necessary for relative to the execution of the work or any part or portion thereof or the storage or supply, of any material(s) or otherwise in connection with performance of the Contract, and shall at all times observe and ensure due observance by the Sub-Contractor, servants and agents of all terms and conditions of the said licence(s), regulation(s) and other authorisation(s) and laws, rules and regulations applicable thereto.

8.3.3.0 Nothing in the Contract document stated shall anyway constitute any workman/ 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 workman/ employee upon the Owner.

8.3.4.0 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 other provisions of Clause 8.3.1.0 to 8.3.3.0 and / or against any claim, action or demand by any workman / employee of the Contractor or any Sub-Contractor and / or from any liability anyway to any workman / employee of the Contractor or any Sub-Contractor under any law, rule or regulation having the force of law, including but not limited to claims against the Owner under the Employee's Compensations Act, 1923, The Employees Provident Funds Act, 1952, and/ or The Contract Labour (abolition & Regulation) Act, 1970.

8.4.0.0 SAFETY REGULATION, 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 Contractor to observe and to ensure observance by his Sub-Contractors, agents and servants of the provisions of Safety Code as hereinafter appearing and all fire, Safety and security regulations as may be prescribed by the Owner from time to time and such other Precautions, 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 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 proceedings 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 Owners 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 obligation aforesaid or upon any operation, act or omission of the Contractor or his Sub-Contractor(s) or agent(s) or servant(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 liable for all liabilities and obligations under the Contract and indemnified 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 in under the Contract.

8.5.0.0 INDEMNITY AND INSURANCE:

8.5.1.0 In every case in which by virtue of the provision of section 12 sub-section(i) of Employee's Compensations Act 1923, the Owner is obliged to pay compensation to a workman employed by the Contractor, in execution of the works, the Owner will recover from the Contractor the amount of the compensation so paid, and without prejudice to the rights of Owner under section 12, sub section 20 of the said Act, Owner shall be at liberty to recover such amount or any part thereof by deducting it from the Security Deposit or from any sum due by the Owner to the Contractor whether under this Contract or otherwise. The Owner shall not be bound to contest any claim made under section 12, sub section (i) of the said Act, except on the written request of the Contractor and upon his giving to the Owner full security for all cost for which the Owner might become liable in consequence of contesting such claim.

8.5.2.0 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, and Sub-Contractor(s) and/or the Owner) and the Contractor shall at his own cost and initiative at all times upon 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 insurance and Act. Personal injuries insurance Act, Emergency Risk Insurance and other with Insurance company (ies) approved by the Owner and such

policy (ies) shall be of limits not less than specified hereunder with reference to the matters hereunder specified namely:

- (a) Employee 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 lakhs 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 the of this Clause to limit(s) / specified.

8.5.3.0 Should the Contractor fail to take out and/or keep a foot 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 a foot such insurance at the cost and expense of the Contractor, and without prejudice to and other remedies of the Owner in this behalf, to deduct the sum(s) incurred therefore from the dues to 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 sub-Contractor(s) 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 the own cost and initiative and without entitlement to any extra compensation or remuneration from the Owner in this behalf, to fulfil all obligations of the employer under the said Act, including liability for payment to apprentices required there under.

8.7.0.0 RECORDS & 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 site office of the Owner designated by the Engineer-in-Charge in this behalf, for examination any cost or other book(s) of account and/or other records and documents in the possession of the Contractor or any Sub-Contractor or subsidiary or 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 Contractor 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 of any item or thing to examine the works and/or records of the Contractor or any Sub-Contractor(s) or any subsidiary or associate firm or Company of the Contractor engaged in the fabrication, manufacture or assembly of such item by the Engineer-in-Charge or other officer of the Owner designated in this behalf by the Engineer-in-Charge and shall afford the Engineer-in-Charge or concerned officer all assistance as shall be necessary for the purpose.

8.8.0.0 PATENTS AND ROYALTIES:

8.8.1.0 If any equipment, machinery or materials to be used or supplied or methods of processes to be practiced or 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, method or process, as the case may be, obtain such licence(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 its 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 the Owner indemnified from and against all other consequence thereof.

8.9.0.0 ARTICLES OF VALUE FOUND:

8.9.1.0 All gold silver and other metals and minerals or ore of any kind or description and all precious and semi-precious stones and bearing earth, rock or strata, coins treasures, treasure trove, antiques 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 details of the item(s) or things discovered and pending directions by the Owner for the disposal thereof shall hold and preserve the same as trustee of the Owner to the satisfaction of the Engineer-in-Charge.

8.10.0.0 MATERIALS OBTAINED FROM DIS-MANTLING:

8.10.1.0 Any material obtained by the Contractor consequent upon dismantling of any building, structure or construction whatsoever at the job site other than any building structure or construction dismantled by Contractor pursuant to Contractor's liabilities for defects as elsewhere herein provided shall be 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 due or thereafter becoming due to the Contractor, an amount sufficient to completely indemnify the Owner becoming due to the Contractor, an amount sufficient to completely indemnify the Owner against such lien or claim, be found to be valid, 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 Owner in defending any action and/or in obtaining legal advice or opinion relative to the lies, claim or action, from any monies retained as aforesaid and any monies then due or thereafter becoming due to the Contractor and if no monies have been retained and/or are due or liable to become due to 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 rate of 16% (sixteen percent) per annum, and the provisions hereof (in so far as such notice shall be deemed to be necessary in addition to Contractual provisions herein) shall be deemed to constitute a notice for payment of interest under the provisions of Indian Interest Act, 1839.

8.12.0.0 COLLECTION OF INDEBTEDNESS:

8.12.1.0 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 Security Deposit of 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 amounts due to the Owner from the Contractor arising out of or in connection with this or any other Contract.

8.13.0.0 LIABILITIES FOR SUB-CONTRACTOR(S):

8.13.1.0 Without prejudice to any other liabilities or obligation of the Contractor relative to Sub-Contractors in terms hereof or otherwise, the Contractor shall require every Sub-Contractor to whom any portion of the work to be performed under the Contractor 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 and against any and all penalties, actions, claims and demands, and costs, charges and expenses whatsoever arising out of the Contractor(s) to make full and proper compliance with any of the terms and conditions of the Contract.

8.14.0.0 SECRECY:

Confidential information shall mean all technical information relating directly or indirectly to the plant which is disclosed to Contractor by or on behalf of Owner.

8.15.0.0 Contractor shall use confidential information solely for the purposes of Construction of the plant and for implementing this Contract and shall limit disclosure of such information within its organisation to only those of the Contractor's employees, who need to make use of it for aforesaid purpose.

8.16.0.0 The Contractor shall respect the secrecy of all documents, drawings, etc. issued to him for the execution of this Contract. The Contractor shall, if so directed by the Owner, execute an individual secrecy agreement from each or any person employed by the Contractor having access to such documents, drawings, etc. The Contractor shall not disclose or issue such drawings and documents to any other agency or individual without the written approval by the Owner and without obtaining secrecy agreement form such agencies or individuals.

8.17.0.0 VISIT OF CONTRACOTR'S PERSONS:

Contractor's person, who is not connected with the job, shall not be allowed to visit the site without the permission in writing from the Engineer-in-Charge.

8.17.1.0 ENTRY OF CHILDREN: Labourers will not bring their children below the age of 14 years inside the factory area.

8.17.2.0 STAY BEYOND WORKING HOURS: The Contractor's workman will not stay inside the factory premises beyond the working hours.

SECTION X

DISPUTE RESOLUTION

- 9.0.0.0 All disputes or difference(s) whatsoever which shall at any time arise between the parties hereto touching or concerning the works or the execution or maintenance thereof of this Agreement/ Contract/ Work Order/ Purchase Order/ Service Order or the rights touching or concerning the works or the execution or maintenance thereof of this Agreement/ Contract/ Work Order/ Purchase Order/ Service Order, of the construction meaning operation or effect thereof or to the rights, liabilities of the parties or arising out of or in relation thereto whether during or after completion of the Agreement/ Contract/ Work Order/ Purchase Order/ Service Order or whether before or after determination, foreclosure or breach of the Agreement/ Contract/ Work Order/ Purchase Order/ Service Order, shall be referred by the disputing Party, in writing to the other Party, within 30 days of occurrence of such event, to resolve any such dispute or difference.
- 9.0.1.0 If such dispute mentioned above is not resolved amicably by direct informal negotiation, within a period of 30 days, then such dispute/ difference shall be referred to the Engineer-In-Charge/ Additional General Manager of the concerned department of GNFC. Engineer-In-Charge/ Additional General Manager shall give its decision within 60 days of the reference of the dispute to him.
- 9.0.2.0 If the Engineer-In-Charge/ Additional General Manager fails to deliver its decision within prescribed time period or either Party is dissatisfied with the decision of Engineer-In-Charge/ Additional General Manager, the dispute shall then be referred to the General Manager of the concerned department of GNFC, who shall give his decision within 90 days of the reference of dispute to him.
- 9.0.3.0 If the General Manger fails to deliver its decision within prescribed time period or either Party is dissatisfied with the decision of General Manger, the dispute will be then referred to a panel of Executive Director – Technical and Executive Director – Finance of GNFC, whose decision shall be final and binding on both the Parties. The panel of Executive Directors shall give its decision within a period of 180 days from the date of reference of such dispute to the panel.
- 9.0.4.0 If the Panel of Executive Directors fails to give its decision within the prescribed period or either Party is dissatisfied with the decision of the panel of Executive Directors, such disputes shall be referred to arbitration by serving an Arbitration Notice, as per the provisions of Clause below “Arbitration”.

9.0.5.0 ARBITRATION:

9.0.6.0 For the purposes of this Arbitration Clause, the Managing Director, Gujarat Narmada Valley Fertilizers and Chemicals Ltd. shall be the "Appointing Authority."

9.0.7.0 If any Party serves an Arbitration Notice in respect of any dispute to the Appointing Authority, the dispute shall be finally settled by arbitration under the Indian Arbitration and Conciliation Act, 1996 ("Act") and all statutory amendments, modifications thereof and the rules made there under, or any other corresponding law for the time being in force, by the Sole Arbitrator to be appointed as hereinafter provided.

9.0.8.0 Within 30 days of receipt of Arbitration Notice, the Appointing Authority shall appoint the Sole Arbitrator, who shall be a retired employee of GNFC, not below the rank of General Manager and who shall be qualified to be appointed as an Arbitrator under the law in force at the relevant time.

9.0.9.0 The provisions of the Indian Arbitration Act, 1996 and all statutory enactments and modifications thereof and the rules made there under shall apply to all such arbitrations.

9.0.10.0 The Arbitration proceedings shall be conducted in English and the venue and seat of the Arbitration proceedings shall be at Bharuch and the Courts at Bharuch shall have exclusive jurisdiction.

9.0.11.0 The governing substantive law shall be Indian laws.

SECTION XI 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:

10.1.1.0 Contractor shall maintain first aid facilities for its employees and those of its sub Contractors.

10.1.2.0 Contractor shall make outside arrangement for ambulance service and for treatment of industrial injuries Name 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 Project area. Smoking within the job site, tank farm, or dock limits is 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-Contractor employees in this regard.

10.3.0.0 CONTRACTORS BARRICADES:

10.3.1.0 Contractor shall erect and maintain barricades required in connection with his operation to guard or protect.

- (1) Excavations.
- (2) Hoisting Areas.
- (3) Areas adjudged hazardous by Contractor's or Owner's inspectors.
- (4) Owner's existing property liable to damage by Contractor's operation in the opinion of Engineer-in-charge site Engineer.
- (5) 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 area 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 scaffolding shall be provided for workmen 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 as suitable footholds and hand holds 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 of scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding shall be so fastened as to prevent it from swaying from the building or structure.

10.4.3.0 Working platform, gangways, and stairways should be so constructed so that they should not sag unduly or unequally and if the height of the platform of the gangway or stairway is more than 12' above ground level or floor level, they should be closely bearded, should have adequate width and should be suitably fastened as described in 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'-0'.

10.4.5.0 Safe means of access shall be provided to all working platforms and other 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 roots of length. Uniform step spacing shall not exceed 12". Adequate 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 defence of every suit, action or other proceedings, at law that may brought by any person for

injury sustained owing to neglect of above precautions and to pay damages and costs which may be awarded in any such suit action or proceedings to any such person, or which may be with consent of 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 one 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 side of the trenches which are 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 the trench depth whichever is more. Cutting shall be done from top to bottom. Under no circumstance undermining or undercutting shall 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 apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charge.

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 persons/ employees on the site and maintained in a condition suitable for immediate use and the Contractor should take adequate steps proper use of equipments by those concerned.

10.7.2.0 Workers employed on mixing asphaltic materials cement and lime mortars shall be provided with protective foot-wear 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, hand gloves etc.
- 10.7.5.0 Stone breakers 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 manholes covers are opened and are ventilated at least for an hour before the workers are allowed to get in to the manholes and the manholes sp opened shall be cordoned off with suitable railing and provided with warning signals or broads to prevent accident to the public.
- 10.7.7.0 The Contractor shall not employ men below the age of 14 years and women on the work of painting or products containing lead in any for. Wherever men above the age of 10 years are employed on the works 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 ready-made paint.
 - 10.7.7.2 Suitable face masks shall be supplied for use by the workers when paints is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.
 - 10.7.7.3 Overall shall be supplied by the Contractor to the workmen 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 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 of 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 tackles including their attachments, anchorage and supports shall conform to following standards or conditions:
 - 10.9.1.1 These shall be of good mechanical construction, sound materials and adequate strength and free from paten defect and shall be kept in good condition and 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, which give signals to operator.
- 10.9.1.4 In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or lowering or as means of suspension, the safe working load shall be ascertained 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 department's machine, the safe working load shall be notified by the Engineer-in-Charge. As regards Contractor's 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 Motors, gearing, Transmission, Electrical wiring and other dangerous parts of hoisting appliance shall be provided with efficient safeguards, hoisting appliance should be provided with such means as well 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 an part of a suspended load becoming accidentally displaced. When workers are employed on electrical installation which are already energized, insulating mates, wiring apparel, such as gloves and boots as may necessary shall be provided. The workers shall not wear nay 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 work.

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 for the Owner or their representatives.

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 or 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 equipments from the concerned authorities of the Project.

10.14.5.0 No man/material equipment not covered by valid passes shall be permitted within the Project area and no material / equipment shall be permitted to be taken out of the Project area, unless authorised by the concerned authorities of the Project. 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.

10.14.6.0 Notwithstanding above Clause 10.0.0.0 to 10.13.0.0 and 10.14.1.0 to 10.14.5.0 the Contractor shall be liable for all compensations, penalties etc. under various acts or rules in force from time to time in the event of an accident.

SECTION XII
FORM OF CONTRACT

(To be executed on a non-judicial Stamp Paper of Rs. 10/-)

ARTICLES OF AGREEMENT made at P.O. Narmadanagar, District: Bharuch, this day of..... Two thousand.....

BETWEEN

GUJARAT NARMADA VALLEY FERTILIZERS & CHEMICALS LIMITED, a public Company, incorporated under the Companies Act, 1956 (Act I of 1956) having its registered office at P.O. Narmadanagar, District Bharuch. (Hereinafter referred to as the "Owner" which expression shall include its successors and assigns where the context so admits) of the One Part.

AND

Alternate 1: (Name and Address of the proprietor) carrying on business as Contractors in the name and style of..... (Hereinafter referred to as the "Contractor" which expression shall include his heirs, executors, administrators and assigns where the context so admits) of the Other Part.

Alternate 2: (Name of all partners and their addresses) all jointly of business as Contractors in partnership in the name and style of Messrs a partnership firm having its principal place of business at..... (Hereinafter referred to as the "Contractor", which expression shall include all the partners for the time being and from time to time, survivors of such partners or their heirs, executors, administrators, and assigns where the context so admits) of the Other Part.

Alternate 3: (Name of the Company) a public Company incorporated under the Companies Act, 1956 (Act I of 1956), having its registered office at..... (Hereinafter referred to as the Contractor which expression shall include its successors and assigns where the context so admits) of the Other Part.

WHEREAS the Owner has agreed to entrust the work detailed in the Tender and Specifications of the Owner set forth in Annexure..... hereto annexed and hereinafter referred to as the "LETWORK" to the Contractor for performance and execution upon the terms and condition below set forth and upon the General Conditions of Contract, the Tender and Specifications of the Owner, the Quotations of the Contractor, the special Conditions and Specification, if any, as contained in Annexure and Contractors letter no. dated and Owner's Letter of Interest No. dated and Work Order No. dated..... set forth in Annexurehereinafter collectively called as "Contract documents, and WHEREAS the Contractor has offered and agreed to do, provide, perform, execute, fulfil, keep, discharge, carryout and complete the LET WORK as a Contractor on such terms and conditions.

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows

- 1.0 The particulars terms and conditions set forth and contained in Contract Documents Annexure(s) hereto constitute and shall be deemed and taken to be integral part of Agreement as if the same had been fully set forth herein.
- 2.0 Time shall be of essence to this Agreement and the Contractor shall faithfully and honestly do provide, performing execute, fulfil, keep discharge carryout and do complete the entire "LET WORK" upon the terms and conditions herein contained and those contained in Contract Document Annexure hereto. The Contractor commences executions of LET WORK on day of 20..... and shall complete it on or before Day of 20.....
- 3.0 In consideration of LET WORK to be done provided, performed, executed, fulfilled, kept discharge, carried out and completed, by Contractor as aforesaid and subject to the Contractor doing providing, performing, executing, fulfilling, keeping, discharging, carrying out and completing the same in line and manner satisfactory to the Owner, the Owner shall pay or cause to be paid to the Contractor in accordance with the rate or rate and at the time or times and date or dates specified in the Contractors quotations and / or work order set forth in Contractor Documents hereto and accepted by the Owner.
- 4.0 The Owner shall retain from the running bills submitted by the Contractor, an amount equivalent to 5 percent of the total amount of each of such running bills. the amounts retained as aforesaid from the running bills shall bear no interest and shall be refundable to the Contractor along with the final Bill on its carrying out all its obligations under this Agreement in time and manner satisfactory to the Owner.
- 5.0 Contractor shall make a Security Deposit equivalent to 5 percent of the value of the LET WORK in the manner specified in the Contract Documents. This 5 percent Security Deposit shall bear no interest and will be refundable to the Contractor after the defects liability period on its carrying out all its obligations under this Agreement in time and manner satisfactory to the Owner.
- 6.0 The Contractor Documents mentioned herein above embody the entire Agreement between the parties hereto, and the parties declare that in entering this Contract they do not rely upon any previous representation, whether express or implied and whether written or oral, or any inducement, understanding or agreement of any kind not included within the Contract Document, and all prior negotiation, representation, Contract and / or agreements and understanding are hereby cancelled.

- 7.0 Subject to any provisions in the documents to the contrary any notice, order or communication sought to be served by the Contractor on the Owner 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 Owner at Narmadanagar.
- 8.0 No failure or delay by the Owner in enforcing any right or remedy of the Owner in terms of the Contract or any obligation or liability of the Contractor in terms thereof shall be deemed to be a waiver 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.
- 9.0 The Contractor and benefits and obligations thereof shall be strictly personal to the Contractor and shall not on any account be assignable to the Contractor.

IN WITNESS whereof the parties hereto acting through their properly constituted representatives, thereunto duly authorised, have caused this agreement to be signed and executed in their names and on their behalf and delivered at the Registered Office of the Owner in the State of Gujarat on the day and year first above written.

Signed, and delivered in the presence of:

By

1. For and on behalf of

GUJARAT NARMADA VALLEY FERTILIZERS CO. LTD.

2. For and on behalf of:

SECTION XIII
FORM OF BANK GUARANTEE

EMD

THIS BANK GUARANTEE IS MADE AT _____ IN THE STATE OF GUJARAT, ON THIS _____ DAY OF _____, 2016

BY

(Name of the Bank), a body corporate constituted by and under the _____ and having its head office at _____ and amongst other places, a branch office at _____ (hereinafter referred to as the "**Bank**", which expression, unless repugnant to the context and meaning thereof, shall include its successors and assigns).

IN FAVOUR OF

GUJARAT NARMADA VALLEY FERTILIZERS & CHEMICALS LTD., a Public Company incorporated under the Companies Act, 1956 and having its registered office at P.O. Narmadanagar – 392 015 District Bharuch, Gujarat (hereinafter referred to as "**Owner/ Client**", which expression, unless repugnant to context thereof, shall include its successors & permitted assigns).

WHEREAS,

1. The Owner floated a RFP/ Tender dated _____, for _____ ("the **PROJECT**").
2. In response to such invitation, (Details of the Bidder), Company incorporated under the Companies Act, 1956 and having its registered office at _____ (hereinafter referred to as "**Bidder**") intends to participate in the aforesaid Tender by submitting its Bid.
3. Under the terms of reference RFP/ Tender, the Bidder is required to submit a Earnest Money in the sum of Rs. _____, (**EMD**), by way of a Bank Guarantee as a condition precedent for participation in the said tender which amount is liable to be forfeited on the happening of any contingencies mentioned in the Tender Document.
4. Accordingly, at the request of the Bidder, the Bank has agreed to issue this Bank Guarantee towards the aforesaid sum of Rs. _____, which is payable by the Bidder to the Owner, towards EMD under the reference Tender Document and the Owner, has agreed to accept the same.

NOW THIS BOND WITNESSTH AND KNOW ALL MEN BY THESE PRESENTS THAT the Bank is hereby held and firmly bound unto the Owner, in the sum of Rs. _____ (In words), to be paid to the Owner on first demand forthwith, without any demur, dispute or objection, for the payment of which sum as aforesaid well and truly to be made, the Bank hereby unconditionally and irrevocably binds itself, its successors, executors, administrators, assigns and transferees firmly by these PRESENTS.

IT IS HEREBY STIPULATED AND AGREED that the Bank shall pay to the Owner as aforesaid, without any demur, dispute or objection forthwith on receipt of a written request from the Owner. Any such demand made by Owner shall be conclusive and binding on us irrespective of any dispute or difference raised by the Tenderer.

NOW THE CONDITION OF THIS OBLIGATION IS THAT the Bidder shall keep their bid rates valid / open for acceptance for a period of (____ no. of days) from date of this ITB/ Tender. Earnest money shall be forfeited if the bidder withdraws the bid during the period of bid validity or in the event the bidder fails, after acceptance of the tender, to furnish the requisite security deposit within ____ days from date of issue of Contract.

This guarantee shall be irrevocable and shall remain valid up to _____[this date should be 180 days after the date finally set out for closing of tender]. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from M/s. <<< **Bidders Name**>>>.

The Bank hereby state that it has the power to issue this Guarantee in favor of the Owner and the undersigned has full power and authority to do so under the internal regulations and/ or constitutional documents of the Bank, and all necessary approvals have been obtained for the delivery and performance of this Bank Guarantee by the Bank.

The Bank's liability under this Guarantee is restricted up to the Guaranteed Amount and this Guarantee shall enter into force on the date hereof and shall be a continuing irrevocable obligation and shall remain in force and effect until [including the claim lodgment period of 30 days] ("Expiry Date"), post which the Bank shall be discharged from all liabilities under this Guarantee, provided that, if the date when the Bank has paid to the Owner, the Guaranteed Amount, pursuant to a Demand made in accordance with this Bank Guarantee occurs earlier than the Expiry Date, then this Guarantee shall cease to have force and effect from the date on which such payment is made.

It is further specifically agreed and undertaken that the Bank shall not revoke, cancel or terminate this guarantee at any time during its currency without the prior written consent of the Owner.

Upon expiration of the term of validity, this bond shall be regarded as ineffective and may be returned to the Bank.

This Guarantee shall be governed by and construed in accordance with Indian law, without reference to the conflict of law principles. The parties to this Guarantee hereby submit to the exclusive jurisdiction of the Courts at Bharuch for the purposes of settling any disputes or differences which may arise out of or in connection with this Guarantee, and for the purposes of enforcement of this Guarantee.

IN WITNESS WHEREOF the Bank acting through its properly constituted representative, thereunto duly authorized, has caused this Guarantee to be signed and executed in its name and on its behalf and delivered on this day, month and year first hereinabove written.

For and on behalf of:

FORM OF BANK GUARANTEE

II) IN LIEU OF SECURITY DEPOSIT

PERFORMANCE BANK GUARANTEE (SECURITY DEPOSIT)

Bank Guarantee No. _____ dated _____, under the Contract No. _____ dated _____, awarded/ issued by Gujarat Narmada Valley Fertilizers & Chemicals Ltd. to (Name of the Bidder) for “_____” (“the **PROJECT**”).

THIS SECURITY BOND IS MADE ON THIS ____ DAY OF _____, 2016

BY

(Name of the Bank), a banking company incorporated under the Banking Regulations Act, 1949 and having its registered office at _____ and amongst other places, a Branch Office at _____, (hereinafter referred to as the “**Bank**”, which expression, unless repugnant to the context and meaning thereof, shall include its successors and assigns).

IN FAVOUR OF

GUJARAT NARMADA VALLEY FERTILIZERS & CHEMICALS LTD., a Public Company incorporated under the Companies Act, 1956 and having its registered office at P.O. Narmadanagar – 392 015 District Bharuch, Gujarat (hereinafter referred to as “**Owner/ Client**”, which expression, unless repugnant to context thereof, shall include its successors & permitted assigns).

WHEREAS,

The Owner has awarded/ issued the Work Order No. _____ dated _____ to M/s. _____, a company/firm/ LLP incorporated/ registered under the _____ and having its administrative/ registered office at _____, (hereinafter referred to as “**CONTRACTOR**” (which expression, unless repugnant to the context and meaning thereof, shall include its successors and assigns) for the **PROJECT**” as described and on the terms and conditions set out in the aforesaid Work Order. The said Work Order duly accepted by the **CONTRACTOR** is hereinafter referred to as the “**Contract**”.

Under the terms of the aforesaid Contract, the **CONTRACTOR** is required to submit a Bank Guarantee for a sum of Rs. _____, towards successful performance of its obligations under the aforesaid Contract.

Accordingly, at the request of the CONTRACTOR, Bank has agreed to issue this Bank Guarantee towards the aforesaid sum of Rs. _____, as a Security towards Successful performance of their obligations under the Contract.

NOW THIS BOND WITNESSTH AND KNOW ALL MEN BY THESE PRESENTS THAT the Bank is hereby held and firmly bound unto GNFC in the sum of Rs. _____ (In words),(hereinafter referred to as the Guaranteed Amount), to be paid to GNFC at its registered office on first demand forthwith, without any demur, dispute or objection, for the payment of which sum as aforesaid well and truly to be made, the Bank hereby unconditionally and irrevocably binds itself, its successors, executors, administrators, assigns and transferees firmly by these PRESENTS.

1. The Non-performance of any of its obligations in the time and manner provided in the Contract and to the satisfaction of the Owner as per the terms and conditions set out in Contract or any breach, failure or default by or on part of the Contractor in providing, doing, performing, executing each and every obligations and liabilities under the Contract shall mean default/ failure by the Contractor in discharging its obligations ("**Event**").
2. The Bank hereby unconditionally and irrevocably guarantee, and undertake to pay to the Owner, an amount not exceeding the Guaranteed Amount on a Demand made by the Owner, on the Bank, on or before the Expiry Date (as set out below), without further proof or conditions, without demur, dispute, reservation, recourse or protest or reference to the CONTRACTOR.
3. The Bank's liability under this Guarantee is restricted up to the Guaranteed Amount and this Guarantee shall be effective from the date hereof and shall be a continuing irrevocable obligation and shall remain in force and effect up to and until the Successful performance of the Contractor's obligations in the time and manner provided in the Work Order and to the satisfaction of the Owner, as per the terms and conditions set out in the Contract i.e. up to "**Expiry Date**", post which the Bank shall be discharged from all liabilities under this Guarantee, provided that if the date when the Bank has paid the Owner, a sum which equals the Guarantee Amount pursuant to the Demand made in accordance with this Bank Guarantee ("**Full Payment**"), occurs earlier than the Expiry Date, then the Guarantee shall cease to have force and effect from the date on which the Full Payment occurs.
4. We, Name of Bank, unconditionally and irrevocably guarantee, undertake and agree to pay to the Owner, on receipt of the Demand from the Owner, the Guaranteed Amount so Guaranteed and the Demand shall be deemed to have been sufficiently served on the Bank if the Demand is made by the Owner, through its authorized representative, within the Expiry Date through the Demand Notice served on the Bank, notwithstanding any dispute or disputes raised by the Contractor in any suit or proceedings pending before any court, tribunal or other forum, relating thereto as our liability under this Guarantee being

absolute and unequivocal. The payment so made by us under this Guarantee shall be valid discharge of our liability for payment hereunder and CONTRACTOR shall have no claim against us for making such payment.

5. Bank hereby states that it has power to issue this Guarantee in favor of the Owner and the undersigned has full authority to do so under the internal regulations and/ or constitutional documents of the Bank, & all necessary approvals have been obtained for delivery and performance of this Guarantee by the Bank.
6. This Guarantee will not be discharged due to change in the constitution of the Bank or the CONTRACTOR.
7. The Name of Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Owner in writing.
8. Any demand, notice or other communication given in connection with or required by this Guarantee shall be made in writing (entirely in the English language) and shall be delivered by hand to, or sent by pre-paid speed post, or facsimile transmission to the Bank, _____ Branch at [address and fax no.], or such other address as may be notified in writing from time to time.
9. This Guarantee shall be governed by and construed in accordance with Indian law, without reference to conflict of law principles. The parties to this Guarantee hereby submit to the exclusive jurisdiction of the Courts at Bharuch for the purposes of settling any disputes or differences which may arise out of or in connection with this Guarantee, and for the purposes of enforcement of this Guarantee.

IN WITNESS WHEREOF the Bank hereby acting through its properly constituted representative, has caused this Bank Guarantee to be signed sealed and delivered by the bank withnamed.

List of approved Banks

(Any Nationalized Bank including the public sector bank or Private Sector Banks authorized by RBI or Commercial Bank or Regional Rural Banks of Gujarat or Co-Operative Bank of Gujarat (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2013/655/DMO dated 31.03.2014 issued by Finance Department or further instruction issued by Finance department time to time

FORM OF TENDER

(To be filled up by the Tenderer)

Serial No:

Date:

From

To,

Gujarat Narmada Valley Fertilizers & Chemicals Ltd.

P.O. Narmadanagar - 392015

District: Bharuch.

Dear Sirs,

Having examined the Tender Documents consisting of the Tender notice, General instructions to Tenderers, General conditions of Contract, Special Conditions of Contract, Specification Plans (Exhibits to), Drawings (Exhibits to), Time Schedule, Form of Contract, Form of Tender, Form of Schedule of Rates, and Addendum (a) to the Tender documents, and having understood the provisions of the said Tender Documents and having thoroughly studied the requirements relating to the work tendered for _____ and having conducted a thorough study of the job sites involved, the site conditions, soil conditions, the climatic conditions, labour, power, water, material and equipment availability, the transport and communication facility, the availability and suitability of borough areas, the availability of land for right of way and temporary office and accommodation quarters and all other factors and facilities and things whatsoever necessary or relative to formulation of the tender and the performance of work, I/We hereby submit our tender offer for the performance of proposed work in accordance with the terms and conditions and within the time mentioned in the Tender Documents at the rate (so quoted by me / us in the accompanying Schedules of Rates based on the Form of Schedule(s) of Rates included within the Tender Documents and arrived at total Contract value of Rs. _____ (Rupees _____) only based on an application of the rates tendered in the accompanying schedule(s) of Rates to the relative quantities indicated in the Form of Schedule(s) of Rates forming part of the tender documents.

If the work or any part thereof is awarded to me/ us. I / we undertake to perform the work in accordance with the Contract Documents as defined in the Form of Contract forming part of the Tender Documents and accept the terms and conditions of Contract as laid down therein and undertake within 10(ten) days of receipt of Acceptance of Tender to pay to and / or deposit with Gujarat Narmada Valley Fertilizers Co. Ltd., a sum which, together with the amount of earnest money deposited by me/us in terms hereof, shall make 2% (two percent) of the total Contract value as specified in the Acceptance of Tender for the purpose of initial security deposit by any one or more of the modes of payments specified in this behalf in the General Conditions of Contract, and to commence work at each job site(s) involved within ten days of handing over the job site or any part thereof to me/ use, and to sign the formal Contract in terms of the Form of Contract forming part of Tender Documents, within 10(ten) days of receipt of Letter of Acceptance from Gujarat Narmada Valley Fertilizers Co. Ltd. in this behalf failing which Gujarat Narmada Valley Fertilizers Co. Ltd. shall be at liberty without further reference to me / us and without prejudice to and of its rights or remedied to terminate the Contract and / or forfeit the earnest money deposited in terms hereof.

I/We undertake to keep my / our this tender offer open for a period of not less than 4(four) months from the Scheduled date of submission of Tenders as specified in the General instructions to Tenderers forming part of the Tender Documents.

I / we have annexed to this tender the following documents:

- i. Schedule of Rate in the Prescribed form;
- ii. Original Power of Attorney or other proof of authoirty of the person who has signed the Tender or Copy of Power of Attorney or other authority duly attested by a Gazetted Officer in proof of authority of the person who has signed the tender.
- iii. Original income - tax clearance certificate or copy of Income tax clearance certificate duly attested by a Gazetted Officer.
- iv. Original sales- tax clearance certificate or copy of Sales tax clearance certificate duly attested by a Gazetted Officer.
- v. Information regarding tenderer in the form annexed to the Form of Tender, in quadruplicate.
- vi. Information regarding experience of work of comparable nature in the form annexed to form of tender in quadruplicate.
- vii. Information regarding construction organisation and equipment in the form annexed to the Form of Tender in quadruplicate;

viii. Solvency Certificate from a Nationalised / Scheduled Bank;

ix. Set of Tender Documents, as issued duly signed;

x. Any additional documents as listed below :

I/We hereby undertake that the statements made herein and the information given in the Annexure(s) referred to above true in all respects and that in the event of any such statement or information being found to be incorrect in any particular, the same may be constituted to be misrepresentation entitling Gujarat Narmada Fertilizers Co. Ltd. to avoid any resultant Contract.

I / We further undertake as and when called upon by Gujarat Narmada Valley Fertilizers Co. Ltd., to produce for its inspection, original(s) of the documents(s) of which copies have been annexed hereto.

I/We confirm having deposited Earnest Money of Rs..... (Rupees _____) as detailed hereunder: (Strike off whichever is not applicable)

- a) In case deposited with your Accounts officer (vide receipt No..... dt..... attached hereto)
- b) By demand draft no. dt drawn on..... Bank..... Branch attached hereto.
- c) Bank Guarantee No. from..... Bank..... Branch dated this day of..... of 200....

I/We hereby agree to and accept, the terms and conditions laid down in the memorandum below in respect of security deposit, completion time, liquidated damages retention money etc.

MEMORANDUM

- (a) Security Deposit : 5% of the total Contract value to be paid in manner set out in Clause 2.1.0.0 in section III of the General Conditions of the Contract.
- (b) Time of Completion : weeks / months (to be reckoned from date of receipt of notification of Acceptance of Tender)
- (c) Amount of Liquidated Damages: Max. 10% of Total Contract Value.
- (d) Defect Liability Period: 12 months from the date of completion of the works specified in the completion certificate.
- (e) Percentage of Retention: 5% of gross value of each running A/c bill as specified in Clause 6.4.3.0 in section III of General Condition of Contract.
- (f) Minimum amount of Interim Certificated : _____
- (g) Time within which payment to be made after Interim Certificate : 15 days.

Witness (Signature):

Yours faithfully

Name in Block Letters:

Address:

Occupation:

(Signature(s) of the Tenderer(s))

Name & Designation of authorised person signing the

Tender on behalf of the Tenderer(s):

Full Name and Address of the Tenderer(s)

INFORMATION ABOUT TENDERERS

(To be furnished with Tender)

1. In case of Individual
 - 1.1 name of business:
 - 1.2 Whether his business :
 - 1.3 Date of commencement of business :
 - 1.4 Whether he pays Income Tax over Rs. 10000/- per year:

2. In case of partnership
 - 2.1 Name of partners:
 - 2.2 Whether the partnership is registered:
 - 2.3 Date of establishment of firm :
 - 2.4 If each of the partners of the firm pay income tax over Rs. 10000/- a year and if not, which of them pays the same.

3. In case of Limited Liability Company or Company Limited by Guarantees
 - 3.1 Amount of paid up capital :
 - 3.2 Name of Directors :
 - 3.3 Date of Registration of Company :
 - 3.4 Copies of the Balance Sheet of the Company of the last two years :

EXPERIENCE OF QUESTIONNAIRE

(To be furnished with Tender)

The Tenderer has completed the following similar construction projects in the last five years

Type	Owner & Address	Value	Scheduled Time Limit	Actual time of Construction	Year of Completion

Signature of Tenderer

Name & Address of the

Tenderer

EXPERIENCE OF QUESTIONNAIRE

(To be furnished with Tender)

The tender shall specify in the form given below the list of equipment owned by the tenderer which shall be used for the work if awarded to the tenderer.

Type Number Make Capacity Location Owner

Signature of Tenderer

Name & Address of the

Tenderer